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# NOTICE OF MEETING

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The regular meeting of the Incline Village General Improvement District Board of Trustees will be held starting at 6:00 PM on July 12, 2023 in the Boardroom, 893 Southwood Boulevard, Incline Village, Nevada.

Public comment is allowed and the public is welcome to make their public comment via telephone (the telephone number is (877) 853-5247 and the webinar ID will be posted to our website on the day of the meeting).. The meeting will be available for viewing at <https://livestream.com/accounts/3411104>.

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A. PLEDGE OF ALLEGIANCE\*

B. ROLL CALL OF TRUSTEES\*

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

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

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

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

1. Treasurer's Report - Payment of Bills (For District Payments Exceeding \$50,000 or any Item of Capital Expenditure, in the Aggregate in any one Transaction, a Summary of Payments Made Shall be Presented to the Board at a Public Meeting for Review. The Board Hereby Authorizes Payment of any and all Obligations Aggregating Less than \$50,000 Provided They are Budgeted and the Expenditure is Approved According to District Signing Authority Policy) - Requesting Trustee: Treasurer Ray Tulloch – *page 5*
2. General Manager's Report for July 12, 2023 (Requesting Staff Member: Acting District General Manager Mike Bandelin) – *pages 6 - 44*

F. CONSENT CALENDAR (for possible action)

1. **SUBJECT:** Approve Meeting Minutes of June 14, 2023 – *pages 45 - 467*
2. **SUBJECT:** Approve Meeting Minutes of June 23, 2023 – *pages 468 - 653*
3. **SUBJECT:** Water Reservoir Coatings and Site Improvements Project (CIP Expense #2299DI1204) (Requesting Staff Member: Director of Public Works Brad Underwood) – *pages 654 - 916*

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

1. Award the Construction Contract for the Water Reservoir Coatings and Site Improvements Project, CIP Expense #2299DI1204, Fund: Utilities; Division: Water, Vendor: Farr Construction Company dba Resource Development Company (RDC), in the amount of \$168,400, for Schedule 1, Reservoir R5-3A and Schedule 2, Reservoir R5-3B.

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## Incline Village General Improvement District

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

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

[www.yourtahoeplace.com](http://www.yourtahoeplace.com)

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2. Authorize staff to execute change orders for additional work not anticipated at this time of approximately 10% of the construction contract value, in an amount not to exceed \$16,840.
3. Authorize staff to perform construction services and inspection as required, not to exceed \$5,000.
4. Authorize the District General Manager to execute the contract with RDC in substantially the form presented.

4. **SUBJECT:** Review, discuss and possibly approve the Recreational Privileges offered to District employees (Requesting Staff Member: Director of Human Resources Erin Feore) – *pages 917 - 921*

*Recommendation for Action:* That the Board of Trustees makes a motion to approve the Recreational Privileges document as presented and that is it effective July 1, 2023.

## G. GENERAL BUSINESS (for possible action)

1. **SUBJECT:** Waste Management Presentation of Proposed Improvements and Request for Contract Extension (Requesting Staff Member: Director of Public Works Brad Underwood) – *pages 922 - 986*

*Recommendation for Action:* Receive a presentation from Waste Management and advise Staff how to proceed.

2. **SUBJECT:** Review, discuss, and provide feedback regarding Board of Trustees Frequently Asked Questions to be shared with the community and on the District website (Requesting Trustee: Chairman Matthew Dent) – *pages 987 - 990*

*Recommendation for Action:* That the Board of Trustees makes a motion to approve the Board of Trustees Frequently Asked Questions (FAQs), as presented, to be shared with the community and on the District website.

3. **SUBJECT:** Review, discuss, and possibly approve the recommended changes to the General Manager's job description and authorize staff to start the recruiting process (Requesting Staff Member: Director of Human Resources Erin Feore) – *pages 991 - 1003*

*Recommendation for Action:* That the Board of Trustees approve the recommended changes to the General Manager's job description and authorize Staff to start the recruiting process as discussed at this meeting.

4. **SUBJECT:** Review, discuss and possibility approve the structure of Board appointed committees. The Board is to identify a Trustee to be appointed as the leader for the **Golf** Committee and identify one Trustee to be appointed as the leader of the **Capital Improvement/Investment** committee and authorize staff to advertise for at-large committee members for the two committees. (Requesting Trustee: Sara Schmitz)

Review, discuss and possibly determine the need for advisory committee(s) for **Tennis/Pickleball, Incline Beach House, Skate Park** and/or **General Manager Search** and leave, intact, the General Manager's **Dog Park** Advisory Committee, as presently constituted in accordance with Policy 3.1.0, paragraph 0.9, Advisory Committees (Requesting Trustee: Trustee Michaela Tonking) – *pages 1004 - 1079*

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*Recommendation for Action:* That the Board of Trustees possibly approve the structure of Board appointed committees and identify a Trustee to be appointed as the leader for the **Golf** Committee and identify one Trustee to be appointed as the leader of the **Capital Improvement/Investment** committee **and** authorize staff to advertise for at-large committee members for the two committees.

That the Board of Trustees makes a motion to possibly determine the need for advisory committee(s) for **Tennis/Pickleball, Incline Beach House, Skate Park** and/or **General Manager Search** and leave, intact, the General Manager's **Dog Park** Advisory Committee, as presently constituted in accordance with Policy 3.1.0, paragraph 0.9, Advisory Committees.

5. **SUBJECT:** Review, discuss and possibly provide direction on Board meeting minutes (Requesting Trustee: Trustee Sara Schmitz)

*Recommendation for Action:* That the Board of Trustees provide direction, to Staff, on Board meeting minutes.

6. **SUBJECT:** Reconsider Policy 22.1.0 Disclosure of External Entity Involvement, Discuss and Potentially Adopt Edits to Policy 22.1.0, and Potentially Suspend Policy 22.1.0 as the Board of Trustees considers potential edits (Requesting Staff Member: District General Counsel Joshua Nelson) – *pages 1080 - 1082*

*Recommendation for Action:* That the Board of Trustees reconsider Policy 22.1.0 Disclosure of External Entity Involvement, discuss and potentially adopt edits to Policy 22.1.0 and potentially suspend Policy 22.1.0 as the Board of Trustees considers potential edits.

- H. REDACTIONS FOR PENDING PUBLIC RECORDS REQUESTS (for possible action)
  1. Redactions for pending public records requests
- I. LONG RANGE CALENDAR
  1. Long Range Calendar – *pages 1083 - 1087*
- J. BOARD OF TRUSTEES UPDATE
- K. FINAL PUBLIC COMMENTS - Limited to a maximum of three (3) minutes in duration.
- L. ADJOURNMENT (for possible action)

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## CERTIFICATION OF POSTING OF THIS AGENDA

I hereby certify that on or before 9:00 a.m., Friday, July 7, 2023, a copy of this agenda (IVGID Board of Trustees Session of July 12, 2023) was delivered to the post office addressed to the people who have requested to receive copies of IVGID's agendas; copies were e-mailed to those people who have requested; and a copy was posted, physically or electronically, at the following locations in accordance with Assembly Bill 253:

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

/s/ Susan A. Herron

Susan A. Herron

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

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

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

**Payment of Bills** - For District payments exceeding \$50,000 or any item of capital expenditure, in the aggregate in any one transaction, a summary of payments made shall be presented to the Board at a public meeting for review. The Board hereby authorizes payment of any and all obligations aggregating less than \$50,000 provided they are budgeted and the expenditure is approved according to District signing authority policy.

**June 2023**

<b>Date</b>	<b>Check</b>	<b>Payment Type</b>	<b>Vendor</b>	<b>Amount</b>	<b>Status</b>
6/2/2023	7473	EFT	Tyler Technologies Inc	\$ 124,978.00	Paid
6/8/2023	780895	CHECK	Rockwood Tree Servic	\$ 55,225.00	Paid
6/15/2023	780967	CHECK	Western Nevada Supply	\$ 399,984.77	Paid
6/22/2023	780999	CHECK	NV Energy	\$ 102,515.34	Paid
6/22/2023	781014	CHECK	USDA Forest Service	\$ 87,679.34	Paid
06/29/2023	781034	CHECK	Mike Menath Insurance Inc	\$ 746,106.99	Paid
			<b>Total Paid</b>	<b><u>\$ 1,516,489.44</u></b>	

## MEMORANDUM

**TO:** Board of Trustees

**FROM:** Mike Bandelin  
Acting District General Manager

**SUBJECT:** General Manager's Status Report  
Prepared for the meeting of July 12, 2023

**DATE:** July 5, 2023

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### General Manager & Board of Trustees Priority Projects & Tasks

ACTION ITEM	TARGET DATE COMPLETION	RESPONSIBLE PARTY	STATUS
Effluent Storage Tank Project  <i>Updated 6/7/23</i>		Acting GM Bandelin/Director of PW Underwood	USACE environmental review has begun and Staff has meetings bi-monthly. The environmental review is expected to be completed in November 2023. Granite Construction will then develop the GMP for the tank construction.
Effluent Pipeline Project  <i>Updated 6/7/23</i>		Acting GM Bandelin/ Director PW Underwood	Granite Construction installed approximately 3,457 LF which was planned for the May/June work. Approximately 2,500 LF of this has been tied into the existing line and the remainder will be tied in during the Fall work. This work was completed in time to allow NDOT to begin their project on time. Granite will be working on a new OPCC for the remainder of the work and plans to have that to IVGID on July 28, 2023.
<b>Internal Controls Project(s)</b> Review of Internal Control Processes, Policies and Procedures  <i>Updated 7/5/23</i>	Ongoing	Interim Director of Finance Magee	Staff is currently transitioning to department procurement cards instead of individual cards. Current users of the cards have been identified and appropriate departmental limits will be considered in the near future.

ACTION ITEM	TARGET DATE COMPLETION	RESPONSIBLE PARTY	STATUS
Incline Beach House Project  <i>Updated 5/25/23</i>	TBD	Engineering Dept/Acting GM Bandelin/Chairman Dent	This item will be brought to the Board at the July 26, 2023 meeting for discussion and clear direction so that staff can issue a Request for Qualifications for Architectural and Engineering Services.
Community Dog Park Committee  <i>Updated 6/7/23</i>	Ongoing	Acting GM Bandelin/Director of Parks & Recreation Leijon	The GM Advisory Committee on a Community Dog Park is now actively meeting and have most recently met on 5/31/23. At the 3/22/23 BOT meeting, the BOT gave direction to no longer pursue a special use permit for the USFS Site off Village Blvd. The Committee is focusing on conceptual design opportunities at Village Green as well as ongoing operational cost estimates to maintain the park. Additionally, a biologist presented information to the committee regarding potential health related risks associated with a dog park as well as ways to mitigate.
USACE Grant Funding for Tank (Pond Lining)/Pipeline Projects  <i>Updated 6/7/23</i>	In Process	Acting GM Bandelin/ Director PW Underwood	PW Staff is working closely with USACE Project Rep to prepare Amendment #1 (Increment 2) – Effluent Export Pipeline Replacement project in the amount of approximately \$3.9M.
Employee Privileges (ideas for replacement of recession of beach access)  <i>Updated 6/7/23</i>	Spring 2023	Acting GM Bandelin with Senior Team	Staff brought an agenda item to the March 22, 2023 BOT Meeting and presented several concepts for review. Staff will be bringing back an updated Recreation Privileges document that reflects the removal of beach access at an

			upcoming meeting for BOT approval. Currently scheduled for 6/28/2023
Ordinance 7 Amendments  <i>Updated 4/5/23</i>	Additional revisions Spring 2023	Acting GM Bandelin/Director of Parks & Recreation Leijon.	Staff provided an end of season report on how the revisions to Ordinance 7 worked and any potential recommendation for further revisions and/or operational changes at the 11/9/22 meeting. Additional revisions are being evaluated and will be upcoming.

District Golf Courses

Golf Report for June 2023

The first full month of the golf season is behind us and below are the revenue numbers vs budget for the month of June. Compared to the previous 2022 season and current budget, golf at the Championship Course seems to be right on target and slightly below at the Mountain Course. As mentioned previously, the Mountain Course did not open until June 9<sup>th</sup>, therefore losing 8 full days of golf. However, the daily average for Green Fee revenue at the Mountain Course was \$5,506 vs \$4,172 in 2022, (31% increase) and \$14,696 per day at the Championship Course vs \$13,542 in 2022 (8% increase). These numbers as a reminder are against the 2022/2023 budget. Comparisons and conclusions are still hard to come to for the reasons of bad weather and late start at the Mountain Course. We can however see that Play Pass over all sales are behind 2022 season and we are unclear as to how many may still be sold throughout the season. Dollars per round are up by \$3.60 at the Championship Course and \$9.32 a round at the Mountain Course and Picture Pass rounds are 63% of all rounds and NPPH rounds are 20% of all rounds. In 2022, Picture Pass rounds accounted for 65% of all rounds and NPPH rounds accounted for 21% of all rounds, very similar. The statistic that stands out is Daily Resident Green Fee rounds are up 35% over June 2022. Range Fees are behind budget due to aggressive budgeting based on COVID year actual numbers and that was also a year in which hitting range balls was one of the only safe activities for people to do. Not sure if we will ever get to those numbers again, so we will be more conscious of this going forward. Rental Club revenue is down due to not as many early season outside events needing rentals and the uncertainty of weather. *Note: When looking at the Play Pass Sales numbers, do not compare them to play totals for Play Passes. Play Pass revenue is deferred and not recognized until used.*



**Championship Course**

	2022			2023		
	Actual	Budget	Difference	Actual	Budget	Difference
Green Fees	\$406,269	\$301,472	\$104,479	\$440,871	\$350,300	\$90,571
Range Fees	\$30,066	\$36,340	\$<6,274>	\$34,938	\$40,910	\$<5,972>
Play Pass Sales	\$509,854	NA		\$440,844	NA	\$<69,010> Behind 2022
Club Rentals	\$9,741	\$11,125	\$<1,384>	\$9,195	\$11,680	\$<2,485>

**Mountain Course**

	2022			2023		
	Actual	Budget	Difference	Actual	Budget	Difference
Green Fees	\$125,160	\$123,444	\$1,716	\$121,123	\$131,868	\$<10,745>
Play Pass Sales	\$83,643	NA		\$61,980	NA	\$<21,663> Behind 2022
Club Rentals	\$8,050	\$6,000	\$2,050	\$5,825	\$7,000	\$<1,175>

- Mountain Course opened on June 9<sup>th</sup> for the 2023 season

Championship Course						
Time frame	Round Type	# of Rounds	Capacity	% of Capacity	Total \$\$\$	\$\$/Round
<b>2023</b>	PPH	1597			\$115,872.00	\$ 72.56
<b>June 1 to 30</b>	NPPH	962			\$164,758.00	\$ 171.27
	Guest	331			\$ 45,014.00	\$ 135.99
	10 Play	316			\$ 28,124.00	\$ 89.00
	20 Play	258			\$ 21,672.00	\$ 84.00
	30 Play	177			\$ 13,983.00	\$ 79.00
	40 Play	188			\$ 13,912.00	\$ 74.00
	AYCP-Limited	238			\$ 10,976.56	\$ 46.12
	No-Show PPH	66			\$ 4,003.00	\$ 60.65
	No-Show NPPH	16			\$ 2,247.00	\$ 140.44
	Non-Profit/Other	353			\$ 10,232.00	\$ 28.99
	PM 10 Play	39			\$ 2,129.40	\$ 54.60
	PM 20 Play	63			\$ 3,238.20	\$ 51.40
	PM 30 Play	10			\$ 482.00	\$ 48.20
	PM 40 Play	23			\$ 1,033.85	\$ 44.95
	PM AYCP Limited	74			\$ 3,193.84	\$ 43.16
	Totals	4711	6252	75%	\$440,870.85	\$ 93.58
	<b>Avg 157 rounds/day</b>	* start time 7:00am and last time for 18 holes is 4:30pm				
	refunds/over charge	** Other includes, Juniors, Employees, PGA, Non-profit, etc				

Championship Course						
Time frame	Round Type	# of Rounds	Capacity	% of Capacity	Total \$\$\$	\$\$/Round
2022	PPH	1180			\$ 82,956.00	\$ 70.30
June 1 to 30	NPPH	963			\$155,181.00	\$ 161.14
	Guest	309			\$ 37,448.00	\$ 121.19
	10 Play	258			\$ 21,930.00	\$ 85.00
	20 Play	269			\$ 21,520.00	\$ 80.00
	AYCP individual	283			\$ 17,908.24	\$ 63.28
	AYCP - Couples	567			\$ 37,728.18	\$ 66.54
	AYCP limited couples	119			\$ 8,806.00	\$ 74.00
	AYCP-Limited	82			\$ 5,188.96	\$ 63.28
	Non-Profit/Other	297			\$ 9,489.00	\$ 31.95
	PM AYCP	188			\$ 8,114.08	\$ 43.16
	Totals	4515	5400	84%	\$406,269.46	\$ 89.98
	<b>Avg 151 rounds/day</b>	* start time 7:00am and last time for 18 holes is 4:30pm				
		** Other includes, Juniors, Employees, PGA, Non-profit, etc				

Mountain Course						
Time frame	Round Type	# of Rounds	Capacity	% of Capa	Total \$\$\$	\$\$/Round
2023	PPH	1233			\$ 45,354.00	\$ 36.78
June 1 to 30	NPPH	742			\$ 52,367.00	\$ 70.58
	Guest	261			\$ 13,243.00	\$ 50.74
	10 Play	35			\$ 1,449.00	\$ 41.40
	20 Play	27			\$ 1,053.00	\$ 39.00
	30 Play	3			\$ 109.59	\$ 36.53
	40 Play	27			\$ 920.70	\$ 34.10
	10 Play (9 holes)	103			\$ 2,914.90	\$ 28.30
	20 Play (9 holes)	39			\$ 1,037.40	\$ 26.60
	30 Play (9 holes)	3			\$ 74.88	\$ 24.96
	40 Play (9 holes)	15			\$ 349.50	\$ 23.30
	Limited AYCP- (9 holes)	0			\$ -	\$ 22.63
	Limited AYCP- (18 holes)	27			\$ 883.98	\$ 32.74
	No-Show PPH	0				
	No-Show NPPH	0				\$ -
	Non-Profit/Other	136			\$ 1,366.00	\$ 10.04
	Totals	2651	5400	49%	\$ 121,122.95	\$ 45.69
	<b>For actual days open</b>	<b>2651</b>	<b>4120</b>	<b>64%</b>	<b>Avg 121 rounds/day</b>	
		* start time 8:00am and last time for 18 holes is 5:00pm				
		** Other includes, Juniors, Employees, PGA, Non-profit, etc				
		*** Mountain Course opened on June 9th				

Mountain Course						
Time frame	Round Type	# of Rounds	Capacity	% of Capa	Total \$\$\$	\$\$/Round
2022	PPH	1313			\$ 30,577.00	\$ 23.29
June 1 to 30	NPPH	950			\$ 58,382.00	\$ 61.45
	Guest	383			\$ 17,881.00	\$ 46.69
	10 Play	25			\$ 1,012.50	\$ 40.50
	10 Play (9 holes)	157			\$ 5,099.36	\$ 32.48
	AYCP individual	175			\$ 4,394.25	\$ 25.11
	AYCP - Couples	316			\$ 7,081.56	\$ 22.41
	Non-Profit/Other	99			\$ 384.00	\$ -
	PMAYCP	23			\$ 347.99	\$ 15.13
	Totals	3441	4080	84%	\$ 125,159.66	\$ 36.37
					<b>Avg 115 rounds/day</b>	
* start time 8:00am and last time for 18 holes is 5:00pm						
** Other includes, Juniors, Employees, PGA, Non-profit, etc						

\*Average daily rounds were up at both course vs June 2022

## Key Project Updates

As the July 4, 2023 holiday week continues to unfold, our Staff has been working diligently given the high volume of visits to our beaches and facilities. A more detailed report will be in the next General Manager's report.

## Financial Transparency

Interim Director of Finance Bobby Magee is working his way through the transition with former Director of Finance Paul Navazio. We anticipate more information forthcoming in the next General Manager's report.

## Policy and Procedure 141/Resolution 1895 Report

The above policy and procedure has an annual reporting requirement and the following satisfies that requirement:

Eight (8) Complimentary lift tickets provided by Diamond Peak - \$1,260. (total)

One (1) Complimentary full season pass provided by Diamond Peak - \$625. (total)

Four (4) Complimentary one-month family Recreation Center membership - \$704. (total)

Two (2) Complimentary foursomes to Mountain Golf Course - \$656. (total)

Facilities has provided the following rental spaces at discounted rates:

<u>DATE</u>	<u>USER</u>	<u>RATE – DISCOUNT = NET CHARGE</u>
7/1/2022	Toccatà	\$1820 - \$1120 = \$700
7/6/2022	Public Works	No charge
7/10/2022	TIGC Couples	\$500 - \$500 = \$0
7/12/2022	TIGC Summer BBQ	\$500 - \$500 = \$0
7/13/2022	IVGC Director's Cup	\$2770 - \$2770 = \$0
7/14/2022	Auxiliary Lobster Feed	\$2164 - \$1164 = \$1000
7/20/2022	IVGC and TIGC	\$1000 - \$1000 = \$0
7/16/2022	Transportation Summit	\$7990 - \$3930 = \$4060
7/19/2022	IVGC Invitational	\$500 - \$500 = \$0
7/24/2022	TIGC Couples Outing	\$500 - \$500 = \$0
7/26/2022	IVGC and TIGC	\$1000 - \$1000 = \$0
7/26/2022	IVGC and Teesters	\$1000 - \$1000 = \$0
7/26/2022	Vets Club	\$924 - \$924 = \$0
7/26/2022	Mountain Niners	\$500 - \$500 = \$0
7/29/2022	IVGC Invitational	\$500 - \$500 = \$0
7/30/2022	IVGC Invitational	\$500 - \$500 = \$0
7/31/2022	IVGC Invitational	\$4970 - \$4970 = \$0
8/2/2022	IVGCL Lunch	\$500 - \$500 = \$0
8/3/2022	IVGC and TIGC	\$1000 - \$1000 = \$0
8/9/2022	IVGC and TIGC	\$1000 - \$1000 = \$0
8/10/2022	Teesters Presidents Cup	\$500 - \$500 = \$0
8/10/2022	IVGC	\$500 - \$500 = \$0
8/11/2022	TIGC Pairing Party	\$500 - \$500 = \$0
8/11/2022	Sierra Angels	\$1680 - \$1680 = \$0
8/13/2022	TIGC Grab & Go	\$500 - \$500 = \$0
8/14/2022	TIGC Luncheon	\$500 - \$500 = \$0
8/16/2022	IVGCL Pine Cone	\$500 - \$500 = \$0
8/16/2022	Incliners	\$2770 - \$2368 = \$402
8/17/2022	Mountain Niners	\$500 - \$500 = \$0
8/17/2022	IVGC	\$500 - \$500 = \$0
8/18/2022	Taste of Incline	\$3308 - \$2308 = \$1000
8/22/2022	TIGC Couples	\$500 - \$500 = \$0
8/23/2022	IVGCL Pine Cone	\$500 - \$500 = \$0
8/23/2022	TFS Shabby Chic	\$1875 - \$1375 = \$500
8/23/2022	IVGCL vs TIGC Pairing Party	\$500 - \$500 = \$0
8/24/2022	Teesters	\$500 - \$500 = \$0
8/25/2022	IVGCL vs TIGC Pairing Party	\$500 - \$500 = \$0
8/26/2022	Vets Club	\$924 - \$924 = \$0
8/26/2022	IVGC Couples	\$500 - \$500 = \$0
8/30/2022	IVGC and TIGC	\$500 - \$500 = \$0
8/30/2022	Republican Women	\$5040 - \$2520 = \$2520
8/31/2022	IVGCL	\$500 - \$500 = \$0

<u>DATE</u>	<u>USER</u>	<u>RATE – DISCOUNT = NET CHARGE</u>
9/1/2022	TIGC Closing Dinner	\$1500 - \$1500 = \$0
9/4/2022	TIGC Closing Dinner	\$500 - \$500 = \$0
9/6/2022	TIGC Lunch	\$500 - \$500 = \$0
9/7/2022	IVGC Farewell	\$500 - \$500 = \$0
9/13/2022	Republican Women's Fashion Show	\$2520 - \$2520 = \$0
9/13/2022	Mountain Niners Closing	\$500 - \$500 = \$0
9/14/2022	Reno Tahoe Territories Mtg	\$1100 - \$1100 = \$0
9/15/2022	Teesters Closing Lunch	\$500 - \$500 = \$0
9/17/2022	Vets Club	\$924 - \$924 = \$0
9/18/2022	Hospital Auxiliary – Golf & Dinner	\$540 - \$540 = \$0
10/11/2022	Republican Women	\$2520 - \$2520 = \$0
10/14/2022	Tahoe Connection for Families	\$4970 - \$4470 = \$500
10/27/2022	Vets Club	\$924 - \$924 = \$0
10/27/2022	IVBOR - Corporate	\$2770 - \$2770 = \$0
10/26/2022	Rotary Chili Fest	\$810 - \$310 = \$500
11/10/2022	Sierra Angels	\$1680 - \$1680 = \$0
11/15/2022	Republican Women	\$2520 - \$2520 = \$0
11/15/2022	Incliners	\$2770 - \$2368 = \$402
11/30/2022	Lifeline Screening	\$3505 - \$3005 = \$500
12/9/2022	Breakfast with Santa	\$3045 - \$2545 = \$500
12/13/2022	Republican Women	\$2520 - \$2520 = \$0
12/13/2022	Incliners	\$2770 - \$2368 = \$402
12/15/2022	MOAA Party	\$1805 - \$1850 = -\$45
1/17/2023	Incliners	\$2770 - \$2368 = \$402
1/26/2023	Vets Club	\$924 - \$924 = \$0
1/26/2023	Sierra Angels	\$1680 - \$1680 = \$0
2/2/2023	Sierra Sotheby's	\$2200 - \$1700 = \$500
2/14/2023	Republican Women	\$1650 - \$1650 = \$0
2/21/2023	Incliners	\$2770 - \$2368 = \$402
2/23/2023	Vets Club	\$832 - \$832 = \$0
3/14/2023	Republican Women	\$1650 - \$1650 = \$0
3/21/2023	Incliners	\$2770 - \$2368 = \$402
3/23/2023	Sierra Angels	\$1680 - \$1680 = \$0
3/30/2023	Vets Club	\$832 - \$832 = \$0
4/11/2023	Republican Women	\$1650 - \$1650 = \$0
4/18/2023	Incliners	\$2770 - \$2368 = \$402
4/21/2023	TFS Cabaret	\$2175 - \$1675 = \$500
4/27/2023	Vets Club	\$832 - \$832 = \$0
5/2/2023	Incliners	\$2250 - \$1848 = \$402
5/9/2023	Republican Women	\$1650 - \$1650 = \$0
5/11/2023	Sierra Angels	\$1680 - \$1680 = \$0
5/12/2023	Sierra Angels	\$500 - \$500 = \$0
5/16/2023	Incliners	\$2770 - \$2368 = \$402

<u>DATE</u>	<u>USER</u>	<u>RATE – DISCOUNT = NET CHARGE</u>
5/25/2023	Vets Club	\$832 - \$832 = \$0
6/9/2023	IVIHS Prom	\$2070 - \$1570 = \$500
6/20/2023	Incliners	\$2368 - \$2368 = \$0
6/20/2023	AAUW	\$832 - \$332 = \$500

If you need more detail, please contact the Director of Administrative Services Susan Herron.

**Wells Fargo Banking Contract**

Director of Finance Navazio has executed a one year contract extension with Wells Fargo. The new contract extension date is June 30, 2024 and the contract list has been updated.

**Operating Engineers Local Union No. 3 (3 agreements)**

With the recent departure of both the District General Manager and the Director of Finance, Director of Human Resources Feore is working with the Union to determine how we move forward. As more information becomes available, the Board of Trustees will be advised.

**District Strategic Plan Update**

Attached to this report is the June 2023 updates presented by Staff. The last update was made to the Board in December 2022.

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

The reports for May and June are attached to this report.

**Public Records Requests**

Following are the public records requests from [June 7, 2023 to July 4, 2023](#)

Date Requested	By Whom	Subject	Date Responded	Status/Comments
03/12/2023	Dobler, Cliff	Effluent Pipeline & Lining Charges		
03/14/2023	Katz, Aaron	Procurement Card Purchases		
04/03/2023	Katz, Aaron	Summaries of all revenues and expenses assigned by staff to the following functions [Champ course range; bar cart sales; lessons, club rentals, pro shop merchandise sales; food, beer, wine and liquor sales at each golf course (in other words, NOT including those sales at the Grille Restaurant nor reported under facility sales); and, the Grille Restaurant] for the following fiscal years [July 1, 2018-June 30, 2019; July 1, 2019-June 30, 2020; July 1, 2020-June 30, 2021; July 1, 2021-June 30, 2022; and July 1, 2022-June 30, 2023 (at least to date)] separately for the District's Champ and Mountain golf courses		

04/17/2023	Dobler, Cliff	Please provide for my examination a listing of all charges to the Water Reservoir Coatings and Improvements (Capital Acct #2299D11204) for the period from fiscal year ending June 30, 2017 to June 30, 2021		
04/17/2023	Dobler, Cliff	Please provide for my examination a listing of all charges to the following Diamond Peak capital accounts (Lifts) for the fiscal years June 30, 2017 to June 30, 2022  Crystal Express - 3462HE1502 Lakeview - 3462HE1702 Lodge Pool - 3462HE1702 School House - 3462HE1602 Red Fox - 3462HE1712 Ridge - 3462HE1603		
04/29/2023	Dobler, Cliff	A listing of each and all equipment and vehicles as stated in the 2022 audited annual report. The total amount is \$529,561.	06/13/2022	Complete
05/02/2023	Dobler, Cliff	Provide for my examination or provide an explanation of the \$145,903 of "Interfund Charges" and the \$50,360 of "Sales and Fees" as Revenues in Schedule B- GENERAL FUND as stated in form 4404LGF (page 975 of 1020) of the April 12,2023 Board Packet.		
05/19/2023	Katz, Aaron	All forms filled out and transmitted to the NCGA since July 1, 2018.		
05/19/2023	Wright, Frank	Please provide under the public records act the following information for, "Incline Village GC" at 893 Southwood Blvd.: the Bylaws of the Incline Village GC; the list of officers; and records of the last 3 annual meetings		
05/24/2023	Gumz, Joy	Please provide the Fixed Asset List / Equipment List as of June 30, 2019 for the GOLF VENUES (champ/Mountain and Golf capital funds_ showing the Fund to which the Equipment is assigned, date of purchase, cost, current value, condition, description, Fixed Asset number, serial number.	06/16/2023	Complete  Requester has made additional information requests which are being worked by Staff.
05/26/2023	Wright, Frank	The names of every member in every golf club that are given tee times and use of our championship course		
05/30/2023	Miller, Judith	Salary Ranges effective 7/1/2023 in Excel		Sent requester an email that her request will be revisited in mid-July; information presently not available.
06/03/2023	Wright, Frank	Copies of all the golf clubs bylaws, a list of officers, each clubs rules and regulations for admission and the specific requirements each club has in order to be a club member. Also the number of golfers allowed in to each club	06/06/2023	Complete
06/08/2023	Wong, Kendra	Each of the trustee's individual evaluations of GM Indra Winquest for his 2023 performance evaluation and a record of the date each trustee submitted the evaluation.	06/13/2023	Complete
06/12/2023	Dobler, Cliff	Skatepark Documents	06/14/2023	Complete
06/27/2023	Miller, Charley	Exit Interviews (3 employees)	06/27/2023	Complete
07/04/2023	Katz, Aaron	CoralBridge Partners – a variety of documents including old strategic plans		

**Purchase Orders Approved By the General Manager**  
**(May 2023)**

<b>PO Number</b>	<b>Fiscal Year</b>	<b>Description</b>	<b>Status</b>	<b>Total Amount</b>	<b>Vendor Name</b>	<b>Department</b>	<b>Approved</b>
22300348	2023	Power Switch	Printed	\$90,632.76	Dell Computers	I/T	05/11/23
22300340	2023	Chateau Carpet Replacement	Printed	\$55,942.25	Tahoe Specialty Flooring and Window Design	Facilities	05/19/23



**Purchase Orders Approved By the General Manager  
(June 2023)**

PO Number	Fiscal Year	Description	Status	Total Amount	Vendor Name	Department	Approved
22300362	2023	FY 22 -- 2720 SPECIAL USES TOI400205 163 SKI SLPOE OR SKI TRAIL PE Printed		87,679.34	USDA Forest Service	SKI	06/15/23

**MEMORANDUM**

**TO:** Board of Trustees

**FROM:** Indra Winqest  
District General Manager

**SUBJECT:** General Manager's Status Report  
Prepared for the meeting of July 12, 2023

**DATE:** July 5, 2023

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Shown below is a progress update to the District Strategic Plan which was adopted by the Board of Trustees in September 2021. It is updated by Budgeted Initiatives for 2021 – 2023 with the update in brown text.



**Strategic Plan**  
**Fiscal Years 2021/2022 and 2022/2023**  
**Adopted September 2021**  
**Progress Update (May 2022)**  
**Progress Update (December 2022)**  
**Progress Update (June 2023)**

## **LONG-RANGE PRINCIPLES**

### **LONG RANGE PRINCIPLE #1 - SERVICE**

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

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

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

### **LONG RANGE PRINCIPLE #3 - FINANCE**

*The District will ensure fiscal responsibility and sustainability of service capacities through prudent fiscal management and maintaining effective financial policies for internal controls, operating budgets, fund balances, capital improvement and debt management.*

### **LONG RANGE PRINCIPLE #4 - WORKFORCE**

*Attract, maintain and retain a highly qualified, motivated and productive workforce to meet the needs of district venues, facilities, services and operations.*

### **LONG RANGE PRINCIPLE #5 – ASSETS AND INFRASTRUCTURE**

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

### **LONG RANGE PRINCIPLE #6 - COMMUNICATION**

*The District will engage, interact and educate to promote understanding of the venues, facilities, services, and ongoing affairs.*

### **LONG RANGE PRINCIPLE #7 - GOVERNANCE**

*The District is a local agency that delivers exemplary recreational experiences and provides the highest level of water, sewer, and solid waste services while striving for*

*fiscal and environmental sustainability through collaboration, civic participation, and transparency.*

## **LONG RANGE PRINCIPLE #1 - SERVICE**

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

**Strategies** *defined as how we envision accomplishing this objective(s)*

- Provide well-defined customer service consistent with fiscal goals, and parcel owner and customer expectations.
- Utilize best practice standards for delivery of services and re-evaluate every year.
- Apply Performance Management to meet and/or exceed established venue customer service expectations.
- Commit to continuous improvement through evaluation of parcel owner and customer loyalty/satisfaction.
- Maintain customer service training and resources for new, returning and existing employees.

**Long-term Initiatives** *defined as what we see as needing to be done in the future*

1. Enhance and evaluate metrics through key performance indicators for each venue, facility, and service.
2. Enhance specific performance indicators to evaluate parcel owner and customer loyalty/satisfaction.
3. Work with the parcel owners and customers to establish a sustainable long term financial and service model for all the District's venues, facilities and services starting with golf (2021-22).
4. Analyze the net effect of documented customer service levels on the District services and operations and apply changes as needed.
5. Utilize venue and/or community surveys to evaluate and measure customer service as it relates to service demands.

6. Execute the short and long term strategy as they relate to various district venue and facility master plans and studies as the roadmap for the future.
7. Improve the comprehensive Standard Operating Procedures manuals for each venue and facility and update as appropriate.

**Budgeted Initiatives for 2021 - 2023** – defined as the measurable 2021-2023 work plan efforts that are supporting this objective(s) and related strategies

- A. Assess how services are impacted by recruitment challenges based on the current hiring environment and develop strategies to limit these impacts.

Reported on April 26, 2022 – In progress. Services levels are directly related to staffing levels and with the current recruitment issues staffing is at a minimum. Strategies being utilized to limit impact to and provide optimum service levels include:

- formation of Staff committees to work with HR to help bolster recruitment and retention options
- reorganization of staffing models
- review of current wage structure
- improvement and protection of employee benefits and privileges

Working with Human Resources, continue to evaluate venue needs to develop strong recruitment and retention initiatives.

Ongoing: Recruitment and retention committees continue to meet with HR to improve employee recruitment packages. On retention, management staff and HR recently met to discuss possible updates to the annual evaluation process. Golf Operations has reorganized staffing at Mountain Course and employee benefits is still at the forefront for all venues.

A presentation was made to the Board of Trustees.

- B. Each venue has time budgeted for new, returning and existing employees to participate in Customer Service Training to include department/venue specific orientations/trainings.

Reported on April 19, 2022 - Proposed FY2023 Budget. Strategies include training hours within personnel expenses as provided in the FY 2022 2023 budget. Partnering with Human Resources, provide feedback for assessment and evaluation of efficacy of training and suggestions for updates to better address staff's customer service training needs.

Working with HR to improved venue onboarding processes as well internal and external staff training and growth opportunities as the budget permits. The District as a whole is looking at ways to improve and updating our CST classes.

Ongoing

- C. Understand, communicate and demonstrate documented service level baselines at each venue and facility. The emphasis is on providing the best, most consistent customer experiences.  
**Reported on April 18, 2022 - In progress. Staff intends to deliver documented service levels by venue and facility as provided in the FY 2022 2023 budget.**  
In progress and all venues continue to provide the best possible service while staffing levels are at below optimal levels.  
Continuing to take Board direction and evaluating where service levels may be adjusted.
- D. The District is continuing the Customer Care program for all of Community Services including the beaches, which includes empowerment for any actions that generate a hard cost to remedy a customer satisfaction issue.  
**Utilization of this program continues at each venue.**  
Increase staff training of Customer Care program the value of empowerment in remedying customer satisfaction issues.  
Ongoing
- E. Seek service specific community feedback to determine parcel owner and customer satisfaction and implement into overall business models.  
**Reported on April 18, 2022 - In progress. Staff is actively utilizing Alchemer to survey customer satisfaction, gather community input and implement it into current business models.**  
Recreation Center and Tennis Pickleball Center to launch customer satisfaction surveys in spring of 2023. Ski and Golf provide an annual end of season customer service satisfaction survey.
- F. Utilize employee surveys to further define areas of improvement as well as celebrate successes.  
**Reported on April 26, 2022 - In progress. Staff is utilizing the Alchemer survey tool.**  
Developing an employee satisfaction survey for Community Services venues.

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

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

**Strategies** *defined as how we envision accomplishing this objective(s)*

- Protect Lake Tahoe and other water sources in the Basin to remain viable sources of drinking water.
- Protect Lake Tahoe as a drinking source through programs, projects, and events that eliminate trash, hazardous waste, and contaminants from entering the watershed.
- Support integrated regional strategies for the planning, design, construction and implementation of water system infrastructure for fire suppression.
- Meet or exceed Federal, State, County and District requirements in the protection of our resources and environment in achieving sustainability.

**Long-term Initiatives** *defined as what we see as needing to be done in the future*

1. Execute the goals of the Tahoe Water Suppliers Association to meet Federal, State and Local applicable requirements for filtration avoidance and other pertinent requirements; promulgated by the Surface Water Treatment Rule and its amendments.
2. Promote responsible use of water as a valuable natural resource. Protect Lake Tahoe as a drinking source through programs, projects and events that eliminate trash, hazardous waste and contaminants from entering the watershed.
3. Continue Legislative Advocacy efforts at the Federal, State and County Government level to support appropriations for water and wastewater infrastructure improvements that support Principle #2 and Principle #5.
4. Participate in the Lake Tahoe Community Fire Prevention Partnership in working with Regional Fire Districts to improve fire suppression in the Tahoe Basin.
5. Enter into available Grant Agreements with the South Tahoe Public Utility District as a member of the Lake Tahoe Community Fire Prevention Partnership.
6. Complete an annual Sustainability Report for Departments in order to responsibly manage resources under IVGID's care, protect public health and balance its social and environmental duties to the citizens and community.
7. Maximize energy efficiency by making improvements at District venues and facilities.

**Budgeted Initiatives for 2021 - 2023** *defined as the measurable 2021-2023 work plan efforts that are supporting this objective(s) and related strategies*

- A. Operate a residential drop-off household hazardous waste and electronic waste facility or events to reduce the amount of hazardous materials entering the waste stream and help to prevent illegal dumping in order to protect the Lake Tahoe watershed.

The program continues to be operational from mid-April to mid-November with residents making appointments to drop-off their items. Approximately 20 ton of household hazardous waste and electronic waste are collected annually.

Approximately 600 customers are served annually, collecting 20-23 tons of household hazardous waste and electronic waste for proper disposal. An RFQ for enhanced services is currently advertised and proposals are due in March 2023.

- B. Continue membership and leadership in the Tahoe Water Suppliers Association and provide IVGID employee support as the Association Director to execute the goals of the Association.

District Staff continue to support the TWSA at the Director level with support from other IVGID staff. Efforts continue to support environmental protections of Lake Tahoe as a source for water in the basin. Staff has been reviewing data from the Tahoe Keys herbicide weed control pilot project and providing TWSA members with summary information. Through TWSA, the Director will be supporting efforts to implement the plastic water bottle ban (less than 1 gallon) by the City of South Lake Tahoe.

District Staff continue to support the TWSA at the Director level with support from other IVGID staff. Focused efforts continue to support environmental protections of Lake Tahoe as a source for water in the basin. Staff has been reviewing data from the Tahoe Keys herbicide weed control pilot project and providing TWSA members with summary information. Through TWSA, the Director is supporting efforts of the plastic water bottle ban (less than 1 gallon) by the City of South Lake Tahoe with Drink Tahoe Tap outreach messaging .

- C. Work with regional agencies on programs to reduce trash and micro-plastics from entering the Lake Tahoe watershed.

Continuing the multi-jurisdictional partnership with Clean Tahoe to address solid waste issues and litter in the District. Continue hosting of volunteer cleanups in partnership with the IVCBA, League to Save Lake Tahoe and other agencies.

Continuing the multi-jurisdictional partnership with Clean Tahoe to address solid waste issues and litter in the District. Continue hosting of volunteer cleanups in



partnership with the IVCBA, League to Save Lake Tahoe and other agencies. Bear Smart education and trash enforcement programs provide community with best practices support.

Continued collaboration with researchers/staff at Tahoe Environmental Research Center and Desert Research Institute on micro-plastics in freshwater.

A TWSA supported TERC research report was released March 2023.

- D. In partnership with the North Lake Tahoe Fire Protection District, protect District lands and the Lake Tahoe Basin watershed by performing defensible space best management practices.

For FY22 an amount of \$200,000 was budgeted to support the Fire Department defensible space efforts.

For FY22 an amount of \$200,000 was budgeted to support the Fire Department defensible space efforts. This amount is budgeted annually to sustain long-term defensible space management of the District infrastructure.

Increased collaboration on outreach to property owners on 1) hazards of hot coals and 2) providing green waste yard collection and green waste chipping options.

- E. Prioritizing tree maintenance and vegetation management on District-owned properties.

Public Works monitors and addresses maintenance needs and manages vegetation at all facilities. Reported on April 26, 2022 – in progress.

During the summer months, the Parks crew and the Diamond Peak Brush crew work together on vegetation management and tree health on District owned properties.

All affected venues monitor and address maintenance needs and manages vegetation at all facilities.

- F Provide bear shed rebates for new parcel owners and customers in the service area to contain putrescible waste in a safe manner.

Rebates continue to be offered to new owners in the amount of \$150, with 25 rebates allocated annually. A total of 14 rebates for a total of \$2,100 were issued

in FY22. And a total of 5 rebates for a total of \$750 have been issued in FY23 as of 11/1/2022.

Rebates continue to be offered to new owners for bear sheds in the amount of \$150 each, with 25 rebates allocated annually. A total of 14 rebates for a total of \$2,100 were issued in FY22. And a total of 10 rebates for a total of \$1,500 have been issued in FY23 as of 3/1/2023.

- G Provide water efficiency rebates to customers for the installation of a high efficiency toilet or washing machine.  
Rebates continue to be offered in the amount of \$100 per toilet or washing machine. 44 rebates for a total of \$4,400 in rebates were issued in FY22. And a total of 17 rebates for a total of \$1,700 have been issued to date in FY23 as of 11/1/2022.

### **LONG RANGE PRINCIPLE #3 - FINANCE**

The District will ensure fiscal responsibility and sustainability of service capacities through prudent fiscal management and maintaining effective financial policies for internal controls, operating budgets, fund balances, capital improvement and debt management.

**Strategies** *defined as how we envision accomplishing this objective(s)*

- Develop and maintain a long-term plan to sustain financial resources.
- Ensure budgets that utilize recurring revenues to cover ongoing costs and limits use of one-time funds to support one-time expenditures.
- Report results and demonstrate value to the parcel owners and customers through regular financial reporting and related performance management metrics.
- Regularly review and assess the effectiveness of internal controls supporting compliance, financial reporting, and stewardship of District assets.
- Comply with applicable Federal, State, County, and District policies.
- Adhere to Government Generally Accepted Accounting Principles (GAAP).

**Long-term Initiatives** *defined as what we see as needing to be done in the future*

1. Prepare Annual Budgets that demonstrate the balance of allocated resources, with service expectations, and the capability to deliver.

2. Prepare a five-year forecast for each major fund as a part of the annual budget development process.
3. Utilize annual and interim financial reports to build understanding of the different aspects between operations, capital improvement projects and debt service, and promote fiscal transparency.
4. Work with Board of Trustees to identify Board Policies, Practices and Resolutions related to the Finances of the District that need updating, elimination, or creation. Consider updating Board Policies and Practices relating to Budget and Fiscal Management.
5. Continue the refinement of appropriate performance measurement to demonstrate quality as well as quantity.

**Budgeted Initiatives for 2021 - 2023** *defined as the measurable 2021-2023 work plan efforts that are supporting this objective(s) and related strategies*

- A. Transition financial reporting for Community Services and Beach activities from Special Revenue to Enterprise fund accounting for the 2021/2022 Fiscal Year in order to better support full-cost recovery objectives for operating, capital and debt expenditures.
  - a. **Completed:**
    - i. **Hearing before State of Nevada Department of Taxation (January 28, 2021);**
    - ii. **Board approved FY2021/22 Final Budget using Enterprise Fund Accounting (May 26, 2021);**
    - iii. **Department of Taxation approved Final Budget Submission – Form 4404LGF (June 11, 2021).**
    - iv. **FY2021/22 Audit completed May – December 2022**
- B. Work with Board of Trustees to implement District-wide pricing policy, to ensure desired cost recovery and policy-driven differential pricing for parcel owners and customers.
  - b. **Completed:**
    - i. **Board of Trustees approved new Pricing Policy (Board Practice 6.2.0, at meeting of March 1, 2022)**
- C. Review the allocation of Facility Fees assessed on parcels within the District, including components for operations, capital expenditure and debt service.
  - c. **Ongoing – in process:**

- i. Facility Fee allocations were discussed at Board budget workshop on January 26<sup>th</sup> and budget updates presented on March 30<sup>th</sup>, and April 13<sup>th</sup>, 2022.
  - ii. Public Hearing held and final Board action of Facility Fee allocations taken on May 26, 2022 (with FY22/23 Budget Adoption).
  - iii. Facility Fee allocations will be reviewed once again, in early 2023, in conjunction with Board's Fy23/24 budget workshops
- D. Prepare the required Annual Comprehensive Financial Report, with an independent auditor opinion, to provide financial position and results of operations to a variety of users and information needs.
- Completed for fiscal year ended June 30, 2021:
    - Final ACFR with independent auditor opinion presented to the Audit Committee on December 8, 2020 and to Board of Trustees on December 14, 2022
    - Report(s) filed with the Department of Taxation, pursuant to NRS 354.624, on December 16, 2022.
  - Preparation of ACFR for fiscal year ended June 30, 2022 currently underway as subject to review by the District's Independent Auditor.
    - Final ACFR and Auditor's Report scheduled to be presented to the Board of Trustees on December 14, 2022.
  - Completed for fiscal year ended June 30, 2022.
    - Final ACFR presented to Board of Trustees on December 14, 2022 and filed with the Department of Taxation on December 15, 2022.
- E. Comply with Nevada Revised Statutes, District policies and Administrative Code requirement for the budget process, indebtedness reporting, and the annual audit.
- Ongoing – in process:
    - FY2020/21 annual audit, FY2021/22 budget and FY2020/21 indebtedness report were filed with the State Department of Taxation who found all reports to comply with applicable NRS and NAC requirements (per correspondence of January 13, 2022-ACFR, and June 11, 2022 – Budget).
    - Audit Committee has raised concerns over conformity of financial statements with Board policies related to capitalization.
    - FY2022/23 budget notes that Utility Fund (200) reserves are expected to remain below new Board Policy related to capital reserve funds; issue being address through multi-year utility rate study.
    - Annual Indebtedness Report and Five-Year Capital Plan reviewed by Board of Trustees on July 28<sup>th</sup> and filed with the Department of Taxation.

- On January 24, 2023 the District received correspondence from the Department of Taxation stating that the ACFR for the fiscal year ended June 30, 2022 complies with all applicable statutes and regulations.

F. Complete comprehensive review of District's internal control policies and procedures to ensure sound fiscal management, integrity of financial information and safeguard the District's assets and financial resources.

- Ongoing – in process:
  - Several Board Policies and Practices have been updated, including Appropriate Level of Reserves (Policy 7.1.0) Capitalization of Fixed Assets (Policy 8.1.0), Central Services Cost Allocation Plan (Policy 18.1.0) and new Pricing Policy (Practice 6.2.0).
  - Staff is currently updating internal Finance and Accounting Procedures Manual to reflect current workflow and internal control procedures; and
  - Hired consultant, Management Partners, to review Finance and Accounting Procedures manual to include recommendations to align with industry best-practices; and
  - A set of new comprehensive Purchasing Policies were approved by the Board of Trustees in July 28<sup>th</sup>, covering procurement of Goods and Services as well as Public Works Contracts.
  - Per recommendation from the Audit Committee, the independent auditor is completing two supplemental engagements related to compliance with policies and procedures related to purchasing/contracts and capitalization of fixed assets.
    - The supplemental engagement report on Purchasing/Contracts was presented to the Audit Committee on December 5, 2022.
    - The draft report re supplemental engagement covering compliance with Capitalization policies was presented to the Audit Committee on February 27, 2023.
  - Strengthening internal controls is also a major focus of the project to transition to the Tyler/Munis financial system, effective July 1, 2022 (see below).

G. Actively manage financial planning and reporting to inform decision making to sustain a strong financial base for operations, while maintaining care and condition of capital assets and existing infrastructure.

- Ongoing:
  - Staff continues to prepare and publish monthly financial reports to the District's website; as of December 2020 monthly published reports have included line-item budget detail report.
  - Quarterly reports are presented to the Board of Trustees via:
    - Quarterly Budget Updates

▪ Quarterly CIP Popular Status Reports (Capital Projects)

H. Implement transition to new Tyler/Munis enterprise financial system to enhance management and oversight of internal controls, District finances, improve workflow process and strengthen internal controls.

• In process:

- Strengthening internal controls is also a major focus of the project to transition to the Tyler/Munis financial system, effective July 1, 2022;
- Workflows, approvals and system controls have been updated to assist with across various modules to assist with appropriation controls, procurement and accounts payable processing;
- The Contract management module is anticipated to be rolled-out in early 2023.

#### **LONG RANGE PRINCIPLE #4 – WORKFORCE**

*Attract, maintain and retain a highly qualified, motivated and productive workforce to meet the needs of District venues, facilities, and operations.*

**Strategies** defined as how we envision accomplishing this objective(s)

- Evaluate job descriptions to frequently ensure regulatory compliance in language, for workforce needs, and related compensation for the position.
- Partner with department managers and individuals, assess training and educational needs for existing workforce by providing industry specific programs; coordinate trainings with both in-house staff and outside resources to ensure essential educational needs are evaluated and addressed.
- Collaborate with Department Managers to identify individuals for talent management opportunities to ensure continued retention and growth for management succession within the District.
- Re-evaluate, during the budget process, the optimum level of employees and related total compensation, necessary to each department based on industry standard and levels of service.
- Create and implement a robust recruiting process to ensure the District reaches the best talent by evaluating current recruiting trends, analyzing current job market rates and reviewing competitive offers of employment.
- Focus on creative strategies related to differences in how the District recruits full time, part time, and seasonal employees.
- Comply with applicable Federal, State, County governmental regulations and all District policies.
- Continue to provide a safe environment and continue to strive for low worker's

- compensation incidents through ongoing and targeted safety training.
- Work with employees to improve employee engagement and culture through focused performance management goals, engagement participation and incentives.

**Long-term Initiatives** *defined as what we see as needing to be done in the future*

1. Following review and research on like-industry wages, benefits and privileges, evaluate current positions to ensure District is competitive with its total compensation and benchmarks to support recruitment and retention needs.
2. Begin implementation of new Human Resources system for better efficiencies and automation.
3. Work closely with the IT Department to develop online training opportunities for all employees including cyber-security.
4. Work with Board of Trustees to identify Board and Human Resources Policies related to the District Employees and Human Resources that need updating, elimination, or creation.
5. Educate Management Staff through targeted trainings on how to manage, engage, educate and foster better communication with employees. Ensure emphasis is on employee retention.
6. Continue encompassing employee engagement participation for measured performance measurement of goals and objectives. Set increases that correlate directly with goals and engagement measures.
7. Analyze current recruiting trends to meet the challenges of hiring top candidates for open positions. Closely partner with Management Staff to ensure specific hiring needs are unambiguous and attainable. Utilizing the Economic Development Authority of Western Nevada's (EDAWN) agency resources, monitor current regional unemployment rates and incoming industries and businesses to assess targeted recruitment campaigns. Develop interactive system to ensure viable candidates remain engaged throughout the recruitment process.

**Budgeted Initiatives for 2021 - 2023** *defined as the measurable 2021-2023 work plan efforts that are supporting this objective(s) and related strategies*

- A. Review budget, number of positions to salary and benefits and conduct surveys to ensure we are making every effort to attract, maintain and retain qualified employees across the District. Continually evaluate current market trends to ensure District wages and benefits remain competitive and attractive to top talent candidates and current Staff.

The HR department is currently researching firms that provide salary surveys to encompass both regional and industry related data. Once cost information is received, this information will be reviewed with the General Manager for further direction. Following the increases to wages related to the annual COLA, a review of local agencies' compensation will be made to determine competitiveness of District's current pay scale and benefits offered. Please note: most recently, following the advice from our attorney, we have updated recreation privilege enrollment to comply with IRS regulations. Working with the General Manager and the Board of Trustees, any future changes to recreation privileges will be reviewed and promptly updated.

A review of the District's compensation following the annual COLA increases shows the District remains competitive with regional agencies. While the HR Department will keep the data yielded following research of firms providing salary and benefit data, we will place this initiative on our department's long range calendar for review at a later time.

- B. Assess the ongoing impacts of wages, and retention of employment changes as follows:

- I. For recreational specific venues and positions: monitor FLSA changes for continued recreational exemption status compliance; review regional like-industry wages for recommended changes to District's current budget; identify training opportunities to ensure continued growth of seasonal employees.

This is an ongoing process that continues throughout the year. We maintain a large network of regional and industry professionals; as such, we have constant access to shared information as needed.

This is an ongoing process that continues throughout the year.

- II. For administrative venues and positions: partner with management teams to assure training/educational opportunities are available to employees for continued career growth; identify employees to cross train for succession planning purposes; evaluate best practices for targeted recruiting campaigns.

Partnering with PoolPact, we have developed new training programs to be included with the e-learning system, Absorb. Following the implementation of the new HCM/Payroll project, the HR team will partner with the IT team to review and possibly develop additional online training programs to include



cyber-security. Until such time as this training is developed, the HR department has identified applicable trainings available on Absorb. The HR Department has increased its recruiting focus to partner with local businesses and agencies for cross marketing of new and open positions. This includes attending and hosting additional job fairs. The increased engagement with the District's residents, to include new residents, is anticipated to yield positive results to improved hiring responses.

Collaborating with PoolPact, we have identified management specific trainings for line and mid-level managers to attend. At last count, over twenty such managers will be attending this multi-session training in January, 2023. Further, we continue to work with department management teams to identify training needs for staff. This is an ongoing process that continues throughout the year.

- C. Conduct quarterly management educational trainings for both new and current management and supervisory employees with an emphasis on communication, motivation, productivity and team building to improve job satisfaction, morale and employee recruitment/retention and succession planning for both employees and managers.

Following the full implementation of the new Tyler (Munis) HRIS system, renewed focus on individualized training (by department, by position) will begin. In November, 2022, the training team partnered with a local county agency to provide management training specific to identifying employees in crisis. The feedback from management was overwhelmingly positive. Our efforts in developing ongoing management training continues.

- D. Continue to monitor updates and changes from Federal, State, and County authorities, as applicable, regarding new regulations related emergency directives, to ensure prompt communication with IVGID management. Review emergency response plans with each department to ensure future workforce readiness.

This is an ongoing process that continues throughout the year.

This is an ongoing process that continues throughout the year.

- E. Partner with the Recreation Center Management Team to develop Health and Wellness strategies for District employees; monitor programs to evaluate an overall reduction in absenteeism related to illness, reduced insurance usage, improved employee morale, and increased employee engagement.

This is scheduled for review following the implementation of the new HRIS system\*. With the implementation of the new HCM/Payroll software, we will have

access to creating surveys and communications with staff to stay ahead of topics of interest and promote workplace culture.

With the recent change of personnel in the HR Department, this initiative has been placed on hold. As our team resumes full staffing levels, this initiative again becomes a priority.

\*The HCM/Payroll project was originally scheduled to go live in July, 2021; however, loss of staff in the HR department, COVID and other unforeseen delays necessitated the need to push the project to July 1, 2022. This date was chosen to coincide with the go-live date for the Finance portal; doing so helps to ensure more accurate data reporting.

F. Leverage the consultant's recommendations in the Utility Asset and Infrastructure study as it relates to recruitment, retention, and restructuring of the Public Works workforce.

Working with the Director of Public Works and District General Manager, recommendations have been evaluated and, as applicable, implemented.

Working with the Director of Public Works and District General Manager, recommendations have been evaluated and, as applicable, implemented.

## **LONG RANGE PRINCIPLE #5 – ASSETS AND INFRASTRUCTURE**

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

**Strategies** defined as how we envision accomplishing this objective(s)

- Maintain, renew, expand and enhance District infrastructure to meet the capacity needs and desires of the community for future generations.
- Maintain, procure and construct District assets to ensure safe and accessible operations for the public and the District's workforce.
- Maintain current district venue and facility master plans and studies.
- Maintain and execute a 5-Year and 20-Year capital improvement plan.
- Conduct planning and design, prior to advancing projects or procurement, to ensure new District assets meet operational requirements and enhance the parcel owners and customer experience.
- Maintain an asset management program leveraging technology, as appropriate by venue/division, to ensure timely and efficient asset maintenance.
- Comply with regulatory requirements, industry standards, and District policies.

- Leverage technology and employee training to secure District assets digitally and physically.

**Long-term Initiatives** *defined as what we see as needing to be done in the future*

1. Complete a community wide review of the Diamond Peak Master Plan to ensure that it meets the needs of parcel owners and customers. It has been five years since the last review.
2. Continue to review and potentially implement priorities identified in the various district venue and facility master plans and studies as defined by the Board of Trustees.
3. Focus on strengthening overall project and contract management.
4. Identify Board Policies, Practices, Resolutions, and Ordinances related to District Asset Management and present to the Board those that need updating, elimination, or creation.
5. Pursue project partnerships and Federal, State and Local funding to reduce District costs for Phase II of the Effluent Pipeline Project.
6. Ensure digital safeguards are in place for District technology infrastructure.  
Current Proposal in FY 23/24 to replace District Firewalls with NextGen Firewalls, On-Going Network Structure audits - Cleanup

**Budgeted Initiatives for 2021 - 2023** *defined as the measurable 2021-2023 work plan efforts that are supporting this objective(s) and related strategies*

- A. Use findings from Utility Management and Asset Assessment Study and the Moss Adams Reports, and analyze recommendations to bring forward changes that provide benefit to the District.

Staff has completed a review of additional personnel requirements, much of which aligns with the management study. Four positions were identified and requested for FY23 with two being approved in the budget. The recommendation for a Capital Project Committee will be discussed with the Board in early 2023.

Staff has completed a review of additional personnel requirements, much of which aligns with the management study. Four positions were identified and requested for FY23 with two being approved in the budget. One additional position was approved in the FY24 budget. The recommendation for a Capital

Project Committee is currently being discussed by the Board.

- B. Complete Utility Rate Study to ensure the Utility Fund meets budgetary and fund balance requirements.

A Utility Rate study was completed to develop the five-year forecast and identify likely rate increases to support the operations and maintenance of both water and sewer utilities.

An update to the Utility Rate study for both water and sewer utilities was completed with the Public Hearing to increase rates held on June 14, 2023.

- C. Work with CMAR and design consultants to finalize design and begin construction of the Effluent Pond Lining and Pipeline Projects.

The Pipeline project is currently at 100% design and staff is working with Granite and HDR to finalize the plans and specification. The Board has approved staff to work with Granite to competitively bid pipeline materials with the intent to make an early procurement. The Storage Tank (formerly Pond Lining) project is at 60% design with final design anticipated January 2023. Staff continues to collaborate with the design consultants, CMAR and multiple regulatory agencies to continue moving the design, environmental and permitting process forward. Construction on both projects is anticipated to begin in May 2023.

Approximately 3,457 LF of pipe was installed during May and June 2023 on the Pipeline project by Granite Construction. The construction contract with Granite includes additional work to be done in Fall 2023. Granite is working on an updated OPCC for the remainder of the project that will be presented to the Board when complete. The Storage Tank (formerly Pond Lining) project design is complete. The construction of the Storage Tank is anticipated to begin in May 2024. The USACE is reviewing environmental documents for both projects for the 595 Program Funds.

- D. Allocate capital expenditures to maintain services and facilities.  
Budget allocation has been modified to separate capital projects and maintenance projects within the Capital Improvement Plan.

- E. After the parcel owner and customer input is received, prepare an outline of the next steps to move the Diamond Peak Master Plan forward if deemed necessary by the Board of Trustees and Staff.

Reported on April 18, 2022; Survey Diamond Peak Pass holders and community summer 2022, compile results and hold community meeting summer or venue advisory team to meet summer 2022.

As of this update, Staff has deferred the proposed summer 2022 Diamond Peak Master Plan review advisory committee meetings until late fall to mid-winter.

- F. Create and implement a District Project Manager position in the Engineering Division of Public Works.

Completed; the Project Manager was hired in September 2021.

- G. Advance the planning of the Community Dog Park.

Efforts continue with the Forest Service to obtain use of the parcel across from Incline High School for the Dog Park. A working group including residents has been established to discuss the project objectives and design considerations.

The GM's Dog Park Advisory Committee has identified four suitable locations for a Community Dog Park. The committee conducted site visits and is in the process of rating each of the sites with the intention of zeroing in on the best possible option. Additionally, a survey is being created to gather the community's input on the Dog Park priority project.

- H. Complete the design and begin construction of the Mountain Golf Course Path Project.

Construction of Phase 1 is complete. Public Works staff has re-evaluated the conditions of the remaining pathway. The results of this evaluation were presented to the Board with an alternate approach to construction. The Board accepted this alternate approach. It is anticipated that some work will be done in late spring 2023, with the remainder being done in Fall 2023.

Construction of Phase 1 is complete. Two construction contracts for Phase 2 have been approved by the Board and work will begin in Fall 2023.

- I. Complete evaluation of the options and provide a recommended timeline and methodology for the reconstruction of Ski Way.

Project is in the FY 2025 CIP budget

Project is in the FY 2026 CIP budget

- J. Develop Comprehensive Capital Plan for IVGID Beach Properties aligning with the Beaches Master Plan.

In October 2022 the District received a draft study regarding IVGID beaches ingress/egress recommendations for improvements from LSC Transportation Consultants. Once finalized, the study will be presented to the Board of Trustees at an upcoming Board of Trustees meeting currently planned for January 2023.

In October 2022 the District received a draft study regarding IVGID beaches ingress/egress recommendations for improvements from LSC Transportation Consultants. The study was presented to the Board of Trustees in January 2023 with direction to return to the Board of Trustees with a phased approach of the most viable options.

- K. Execute the Burnt Cedar Swimming Pool Reconstruction Project.  
*Construction complete.*
- L. Implement Phase 1 of District-wide security camera project.  
*Phase 1 of implementation is currently at 50%, staff expect to be finished by June 15, 2022.*  
Phase 1 is 90% complete, awaiting Parks Admin; Skate Park; AG Bathrooms are all awaiting cabling for installs. Phase 2 was started June 30, 2022 and is 60% complete, expecting to be completed May 1, 2023.

### **LONG RANGE PRINCIPLE #6 - COMMUNICATION**

*The District will engage, interact and educate to promote understanding of the venues, activities, services, and ongoing affairs.*

**Strategies** *defined as how we envision accomplishing this objective(s)*

- Promote transparency in all areas including finance, operations and public meetings.
- Maintain, expand and enhance the District's communications infrastructure to meet the evolving needs and desires of the parcel owners and customers utilizing current industry best practices.
- Provide clear, concise and timely information in multiple, publicly accessible formats.
- Ensure internal and external communication are responsive, comprehensive and inclusive.
- Ensure the District employees and the Board of Trustees are focused on unified communication and messaging.

**Long-term Initiatives** *defined as what we see as needing to be done in the future*

1. Continue to implement best practices for sharing information with the public including but not limited to the Districts websites, IVGID quarterly magazine, email communication, public outreach, special events, social media platforms and/or paid advertising platforms as appropriate.

2. Maintain online systems for parcel owners and/or customers to access their accounts and complete online transactions. **Currently, Parks and Recreation has this functionality. Staff is working to implement this functionality in other areas of the District, i.e. Ski.**
3. Participate in relevant community and basin outreach events and publications to spread messaging on District services.
4. Work diligently to improve all external partner and collaborative relationships to maximize available resources.
5. Proactively seek parcel owner and customer input on important matters affecting the community as determined by Management and/or the Board of Trustees.
6. Involvement/presence with parcel owners and customers meet and greets to include key venues and the Board of Trustees.

**Budgeted Initiatives for 2021 - 2023** *defined as the measurable 2021-2023 work plan efforts that are supporting this objective(s) and related strategies*

- A. Host Board of Trustees Community Workshops related to key District matters as scheduled by the Board of Trustees.  
**These are typically held in the late Spring/early Summer at the Chateau. Staff will schedule if the Board of Trustees desires to do them. To date, none have been held primarily due to COVID-19 restrictions.**  
**As of this update, no community workshops have been scheduled and/or requested by the Board of Trustees with the exception of annual budget workshops. As the new Board is seated, it will be important to discuss workshops on projects such as the Effluent Pipeline Project as well as Board Priority Projects.**
- B. Provide informative and timely releases of information to our parcel owners and customers.  
**Public Works Newsletter with pertinent information is prepared and sent with the utility bills each month and posted on the website. Emails are sent to Online Account Access customers who have a potential leak showing on their meter and accounts with past due balances being posted for shut-off. Emergency notifications are posted at properties with door hangers and/or as a banner on the top of the District website. E-mail blasts, social media posts and participation at community meetings have been ongoing.**

We implemented the sending of post Board meeting updates on the agenda items to the members of the public. It has been well received and Staff is working on improving the timeliness and deliver methodology of this new process each time we send them out. Additionally in lieu of what was learned from the recent boil order notice to a small number of parcels, Staff is working on an improved communication plan to notify and educate our parcel owners. Staff is also working on increasing the frequency of venue eflyers.

C. Ensure that the District is well represented in external agency discussions and collaborative opportunities where there may be an impact to the District.

PW Staff lead and participate in the efforts of TWSA. A weekly meeting with the Washoe County Assistant Manager is held with our District General Manager. Attendance at the local Friday forum meeting is also done by our Communication Coordinator and occasionally by our District General Manager. These meetings include interaction with a multitude of agencies such as TRPA, Washoe County Commissioners, local library, etc. The District also has legislative advocacy resources to draw from for a longer reach into State and Federal matters. The General Manager and members of the senior management team continue to work with Washoe County Staff as well as monitoring issues that may affect the district including TRPA (safety pier, ADU's, Transportation), Tahoe Transportation District as well as our new collaboration with the water purveyors in the Tahoe Basin. The collaboration has recently procured grant funding for the agencies including IVGID related to water/fire suppression projects.

- Attends the Recreation Managers Bi-Weekly Call for the following: Tahoe-Truckee Sustainable Rec & Tourism
- Tahoe Destination Stewardship Public Information Coordination Bi-Weekly Calls Communications coordination group for Tahoe-Truckee-Reno PIOs, non-profits, and destination management and marketing representatives.

Goals:

- Ensure public information and messages are consistent, coordinated, and shared.
- Identify and communicate about outdoor recreation and tourism issues affecting the environment and communities of the greater Tahoe region.

What to expect in 2023:

- Each representative will be invited to share updates on communications and initiatives related to destination stewardship in the Lake Tahoe Region.
- We focus as much as possible on items of regional scale and that tie directly to outdoor recreation and tourism.
- We challenge one another to apply a collaborative approach and regional scope to our work.

What's in it for you:



- Your organization's messages can be amplified to increase reach and impact, and you can amplify others.
- You'll discover and strengthen connections.
- You'll be supported by ready-made tools available through [TakeCareTahoe.org](https://www.TakeCareTahoe.org).
- You'll learn along with us how to influence behavior to improve outdoor recreation and tourism for all.

D. Update and enhance the District's public facing websites to bring in line with current industry best practices for data security, responsive design, and user experience.

At the May 11, 2022 Board of Trustees meeting, a contract was approved for a Capital Improvement project to begin this effort with the Diamond Peak website. This venue is the starting point as it is off-season at present therefore it will allow for significant testing and debugging prior to other websites undergoing updating/enhancement.

The website redesign project continues. Additionally, communication staff is working with the venues on an standard operating procedure to ensure that the website is purged and updated where needed so that the information is current and we can identify content on the website that is no longer relevant and/or repetitive.

The standard operating procedure has been approved and distributed. The Senior Team has a calendar reminder to check content every two weeks to ensure that the websites are updated.

E. Continue to administer venue and parcel owner and customer surveys related to key matters and initiatives.

Will be discussing with the new Board utilizing the District's existing survey software to target survey the community on specific current issues and topics. This will occur in the near future as a component of the General Manager's committee on a community dog park.

## **LONG RANGE PRINCIPLE #7 - GOVERNANCE**

*The District is a local agency that delivers exemplary recreational experiences and provides the highest level of water, sewer, and solid waste services while striving for fiscal and environmental sustainability through collaboration, civic participation, and transparency to the greatest extent possible.*

**Strategies** *defined as how we envision accomplishing this objective(s)*

- Continue Legislative Advocacy efforts at the Federal, State, and Local levels to support appropriations for water and wastewater infrastructure improvements that support Principle #2 and Principle #5.
- Maintain and ensure adherence District Policies, Practices, Resolutions, and Ordinances in order to achieve maximum efficiency, transparency, and clear direction to District employees.
- Continue the refinement of appropriate performance measurement to demonstrate quality as well as quantity.
- Partner with employees to assess training and educational needs for existing employees; coordinate trainings with both in-house employees and outside resources to ensure essential educational needs are evaluated and addressed. Improve and enhance civic engagement and transparency using improved web-based tools for agenda management, financial reporting and project tracking.

**Long-term Initiatives** *defined as what we see as needing to be done in the future*

1. Work with Board of Trustees to identify and prioritize Board Policies, Practices, and Resolutions related to the Finances of the District that need updating, elimination, or creation. Consider updating Board Policies and Practices relating to Budget and Fiscal Management.
2. Identify and prioritize Board Policies and Practices related to District Asset Management and present to the Board those that need updating, elimination, or creation.
3. Continue to create inter-agency partnerships and foster strong collaborative relationships with Local, Regional, County and State agencies.

**Budgeted Initiatives for 2021 - 2023** *defined as the measurable 2021-2023 work plan efforts that are supporting this objective(s) and related strategies*

1. Continue to utilize outside resources to assist the District in policy review and potential updates and revisions.  
**Management's review and update of District policies and practices are being supported by outside consultants - specifically, Moss Adams (capitalization, capital project planning and budgeting), and Management Partners (purchasing policy).**
2. Continue to work with the General Manager's Ordinance 7 Committee and the Board of Trustees to make formal revisions.

The District General Manger on behalf of the Ordinance 7 Committee presented recommendations for revisions at the 4/13/22 board of trustees meeting. The board took action to set a public hearing for approval of revisions for 5/26/22. The board had continuing discussion and direction at the 4/27/22 meeting and will have additional discussion and potential direction at the 5/11/22 meeting.

The GM's Ordinance 7 Committee has completed its work and been disbanded. Ordinance 7 was adopted at the May 25, 2022 Board of Trustees meeting and a report and review of how the Ordinance 7 revisions was presented to the Board of Trustees at the November 9<sup>th</sup>, 2022 meeting. Next step will be to set a public hearing and work on additional revisions to Ordinance 7 based on what has been learned and identified over the past beach season.

3. Update process to administer requests for public records while ensuring compliance with the Nevada Public Records Act.

This is an ongoing project that Staff is working on with BB&K. Currently, BB&K is working on a comprehensive proposal to transition frontline administration of Public Records to BB&K. This will include an update of existing policy, as well as a cost estimate, and the overall process including but not limited to an online portal.

BB&K is working on rewriting the District's policy on public records and Staff is working on recommendations for changes to how we administer public records to improve upon the efficiency of the process. An agenda item is planned to bring to the Board of Trustees for discussion and possible action in February, 2023.

The District has established a Public Records Request page and added an online submittal form (in PDF and Word). District Counsel is working on the policy and once that is formally presented and adopted, by the Board of Trustees, it will be posted on the website.

4. Implement Civic Plus online agenda management and archive system.

The District General Manager has set an implementation date of late summer to begin using this system. Staff is currently working with the vendor on training and implementation timelines.

The implementation of this system has been delayed to ensure our new District Clerk is able to learn the software and then potentially guide Staff through the formal implementation process. The District Clerk has been tasked with this implementation and Staff continues to be trained on the software. Currently, the goal is to transition to utilizing the software for Board meeting production by February 2023.

CivicClerk is in production and being used. The District Clerk is working through a couple of issues with the software provider and Staff is getting more and more

comfortable with the new software. Overall, this part of the implementation went well.

5. Continue to work with the District's Federal Lobbyist, Nevada League of Cities, and Local Government Agencies to procure potential federal infrastructure money including the United States Army Corps of Engineers.

Efforts continue by staff to work with federal and state lobbyists to obtain funding for District projects. This includes the request for ARPA funding via Washoe County to support the effluent pipeline project. Mr. Marcus Faust and Ms. Olivia Sanford presented a verbal update on Federal funding efforts to the Board of Trustees at the April 13, 2022 meeting. Additionally, the Board of Trustees unanimously voted to extend the contract with Marcus Faust for an additional 3 years at the April 27, 2022 meeting.

This effort is ongoing. Through the work of Staff and Tri Strategies, the District has recently been awarded a non-competitive grant (ARPA) from Washoe County for \$250,000 to be used for a qualifying project which Staff has identified the Skateboard Park project as the ideal candidate. Additionally, working with our federal lobbyist and the regional Tahoe Basin water purveyors, IVGID has been awarded grant funding for approximately \$204,000 for the Crystal Peak Waterline Improvement Project.

**In the Matter Of:**

Incline Village General Improvement District Board of Trustees Meeting

**HEARING (PUBLIC MEETING)**

*June 14, 2023*

*Job Number: 989396*

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INCLINE VILLAGE  
GENERAL IMPROVEMENT DISTRICT  
BOARD OF TRUSTEES

TRANSCRIPT OF HEARING

PUBLIC MEETING

Live and Via Zoom

Held at 893 Southwood Boulevard  
Incline Village, Nevada

Wednesday, June 14, 2023

24 Reported by: Brandi Ann Vianney Smith

25 Job Number: 989396

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4 M A T T H E W D E N T , C H A I R

5 S A R A S C H M I T Z , V I C E C H A I R

6 D A V E N O B L E , S E C R E T A R Y

7 R A Y T U L L O C H , T R E A S U R E R

8 M I C H A E L A T O N K I N G , T R U S T E E

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10 A L S O P R E S E N T

11 J O S H N E L S O N , L E G A L C O U N S E L

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1 INCLINE VILLAGE, NEVADA - JUNE 14, 2023 - 6:00 P.M.

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5 CHAIR DENT: I'd like to call the regular  
6 meeting of the Incline Village General Improvement  
7 District to order for the Board of Trustees. It is  
8 6:00 P.M., June 14th, 2023. We're located at the  
9 boardroom at 893 Southwood Boulevard, Incline  
10 Village, and via Zoom.

11 Item A is the Pledge of Allegiance.

12 A. PLEDGE OF ALLEGIANCE

13 (Pledge of Allegiance.)

14 CHAIR DENT: Item B is the roll call of  
15 the Trustees.

16 B. ROLL CALL

17 CHAIR DENT: Trustee Tulloch?

18 TRUSTEE TULLOCH: Present.

19 CHAIR DENT: Trustee Noble?

20 TRUSTEE NOBLE: Here.

21 CHAIR DENT: Trustee Tonking?

22 TRUSTEE TONKING: Here.

23 CHAIR DENT: Trustee Schmitz?

24 TRUSTEE SCHMITZ: Here.

25 CHAIR DENT: And I'm Trustee Dent. All

1 five trustees are present.

2 Moving on to item C, Initial Public

3 Comment.

4 C. INITIAL PUBLIC COMMENT

5 CHAIR DENT: You will have three minutes

6 for your public comment. We are still experiencing

7 clock issues, so Trustee Noble has volunteered his

8 phone to track the time, and then you will get a

9 30-second notification from me when the time is

10 running out, just so you know time's running out on

11 you.

12 MR. RINER: Good evening. Dr. Myles

13 Riner, 411 Valerie Court.

14 A few quick comments. First, you should

15 know that the folks who have come here today to

16 express their support for GM Winquest and his staff

17 are not here because Indra asked them to be here.

18 They are here because of what you, the trustees,

19 have said and what some of you haven't said about

20 retaining Indra as general manager. My bet is that

21 not one of these people have been asked by Indra to

22 come here today.

23 Second, Trustee Schmitz, we all recognize

24 that you may be the hardest-working trustee IVGID

25 has ever had, but you're only paid a few thousand

1 dollars a year to have this job. The fact that you  
2 work so hard may well be part of the problem.

3 I think you feel unappreciated by many of  
4 us and thus resentful, and this resentment has  
5 fueled what has the appearance of a vendetta against  
6 GM Winquest and his staff, has encouraged some very  
7 inappropriate and offensive behavior on the part of  
8 your vocal supporters, and has demoralized our IVGID  
9 employees.

10 You can't seem to polish your reputation  
11 without disparaging these people who work for you.  
12 This is not what we expect from our trustees.

13 Chairman Dent, I am just disappointed that  
14 you have not done more to mitigate these behaviors.

15 And Trustee Tulloch, you are a  
16 penny-pincher, and that's not necessarily a bad  
17 thing. But if you pinch too hard, our General  
18 Improvement District will fail to improve, and we  
19 may have to change the name of our village from  
20 Incline to decline.

21 All together, the approach you three are  
22 taking by disparaging and micromanaging the GM and  
23 his staff and allowing the perpetually grieved to  
24 dictate policy and slander and abuse IVGID employees  
25 in public comments is having a very negative impact

1 on this community. I ask you to consider changing  
2 your approach.

3 Thank you.

4 MS. WONG: I'm extremely disappointed with  
5 the majority of this board. You're fundamentally  
6 changing IVGID without community input. You're  
7 taking away resident and parcel owner access and  
8 value at IVGID venues.

9 For three people who always complained  
10 about transparency, perhaps you need to look in the  
11 mirror.

12 Here's a great example of your  
13 transparency: You scheduled Indra's performance  
14 review for this meeting, but it's glaringly not on  
15 the agenda.

16 So if you aren't going to do the GM  
17 review, we will. Everybody in this room is here to  
18 support -- well, most of the people in this room are  
19 to support Indra, and this is what community support  
20 looks like.

21 Indra is by far the best GM IVGID has ever  
22 had. He listens and responds to the community. He  
23 identifies weaknesses and shortcomings and finds the  
24 best possible solution for the good of the  
25 community. You move the goal posts, and he responds

1 professionally.

2 Michaela and Dave, thank you for standing  
3 up for this community. While you may not be the  
4 majority on this board, the majority of the  
5 community knows that you represent us.

6 To the IVGID staff, thank you for serving  
7 our community every day. You are what make IVGID  
8 great.

9 To the senior team, you are just that, a  
10 team. I love watching you support each other and  
11 Indra and this district.

12 And lastly, to Indra, I have watched your  
13 career grow at IVGID from coordinating softball  
14 leagues to running the District. You show up every  
15 day for your staff and our community. You're  
16 passionate about what you do, and our community is  
17 better because of it. I cannot be more proud to say  
18 that I had the opportunity to work with you.

19 This is a stack of petitions, all in  
20 support of Indra, and there are more coming in the  
21 door as we speak.

22 If you want to know what the community  
23 thinks, and you want to know what the community  
24 wants, we want Indra to lead this district.

25 MR. SOMMERS: Good evening. Ryan Sommers,

1 Fire Chief, North Lake Tahoe Fire Protection

2 District.

3 I'm here to speak in favor of General

4 Manager Indra Winqest. These first comments will

5 be me, as the fire chief. GM Winqest has been a

6 huge asset to this district, and an outstanding ally

7 for North Lake Tahoe Fire Protection District, all

8 while he served in the capacity of general manager.

9 This does not exclude his previous

10 positions within the District, as that knowledge has

11 made him into a great leader for this community and

12 as a whole.

13 His leadership throughout the community

14 has led to an outstanding partnership between

15 North Lake Tahoe Fire Protection District and IVGID.

16 I would hate to have all this work, time, and effort

17 lost. Mr. Winqest's integrity, professionalism,

18 and ability to care about his community and this

19 district has not gone unnoticed.

20 Now, on a personal note, having been born

21 and raised in this town and spending a lot of time

22 here, Indra has done an excellent job of listening

23 and acting on the reasonable requests from the

24 citizens of Incline and Crystal Bay. I strongly

25 believe he is a prominent community leader with a

1 responsible sense of action and business knowledge.

2 I thank you for your time.

3 MS. RINECOURT: Good evening. Tia

4 Rinecourt (phonetic), 801 Randall Avenue.

5 Retain Indra Winquest as IVGID general

6 manager. For over 35 years, I've experienced

7 several general managers working for IVGID, and

8 Indra has been one of the best. His passion,

9 dedication, and commitment to our community is truly

10 remarkable.

11 There are so many situations to cite, but

12 one of the more significant ones was during the

13 pandemic, and how he helped the Fire District

14 navigate uncharted territory for the safety of our

15 community, offering the Chateau for pods for us to

16 give our vaccines to our community and citizens.

17 No matter the situation, he remains

18 professional, courteous, and above all, always

19 exhibits kindness, which we could all use more of.

20 Instead of trying to find fault, consider

21 looking at the best in others and work on creating

22 solutions together to move forward in a positive

23 way.

24 Thank you.

25 MS. QWEN: I was born and raised here.

1 I've been here 65 five years. My dad was the first  
2 lift operator at Ski Incline. My mom started the  
3 pro shop. My mom had to find five five-year-olds in  
4 order to go to school here.

5 I have lived here and am so proud of this  
6 community. However, now I am so disappointed in the  
7 behavior and the direction that is going on with  
8 this community. It makes me want to cry.

9 I have played baseball with Indra. I love  
10 him. I work out four hours a day at the gym. He  
11 asks me if I clock in and I clock out.

12 And I just love Indra. I love to the  
13 community. I sell real estate. I am proud of it,  
14 but it's gotten to the point where sometimes I have  
15 some negative impact on how I sell my real estate.

16 But I wanted to just say ditto, and I love  
17 you all because I know you all so well, and I love  
18 this community. And please keep Indra. I just --  
19 we love him. We love him.

20 Thank you.

21 MS. CARS: Good evening, trustees. This  
22 is a prayer statement by multiple citizens of  
23 Incline Village via my voice.

24 IVGID has been plagued in recent years by  
25 fundamentally poor governance. The trustees have



1 operated in a non-transparent, unprofessional, and  
2 unpredictable way, and seem more focused on catering  
3 to a few loud voices and special interests than  
4 serving our community at large.

5       With regard to the prospect of removing  
6 the district manager of IVGID, there are some basic  
7 threshold questions that must be answered to the  
8 community, not hidden behind a veil of trustee-only  
9 access.

10       Basic threshold criteria for making a  
11 significant leadership decision in a professional  
12 manner: One, what is the review process for the  
13 general manager? Two, have formal reviews been  
14 complete and have they been disclosed? Three, has  
15 the District general manager been given time to  
16 address any issues that have been raised? Four, it  
17 is clear to the community that is the interest of  
18 the community that he be removed -- is it clear that  
19 he be removed? If that is your choice. Five, has a  
20 study been conducted to see whether or not this role  
21 can be filled by a competent individual at a  
22 compensation level that IVGID can afford? Six, if  
23 there is an abrupt removal, what is the proposed  
24 transition plan? Seven, finally and fundamentally,  
25 what is the board trying to achieve with this

1 removal? If it should happen.

2       If these basic questions cannot be  
3 adequately answered, then the IVGID trustees are  
4 doing our community a material disservice by even  
5 broaching the topic of the dismissal of our general  
6 manager.

7       If next week the IVGID trustees were to  
8 proceed with this removal without effective and  
9 convincing answers to these questions, it would  
10 represent gross negligence and betrayal of the  
11 public trust. It would also open the District to  
12 possible litigation.

13       Tonight is not the time for yet another  
14 dereliction of duty on the part of the trustees.

15       Incline Village was developed 50 years ago  
16 as a premier mountain getaway, and has been allowed  
17 to devolve into severe disrepair under current  
18 governance.

19       CHAIR DENT: Thirty seconds.

20       MS. CARS: This is the legacy of the IVGID  
21 trustees, and this community deserves better. We  
22 can start tonight with the professional and  
23 thoughtful approach to the critical role of district  
24 general manager.

25       One final point, a decision to terminate a

1 district manager or any person who is on a  
2 well-deserved vacation is abhorrent and of unknown  
3 legality.

4 Thank you.

5 MR. CARS: We're greatly disturbed that it  
6 appears some of the trustees could be intent on  
7 giving Indra Winquest an unfavorable review with the  
8 intention of terminating his contract, which has one  
9 year left.

10 A potential termination conflicts with the  
11 strong leadership he contributed to the Incline  
12 Village community and IVGID throughout COVID, the  
13 fires, and the relentless animosity he has been  
14 subjected to from a select handful of disgruntled  
15 community members. And at times, even some of the  
16 trustees.

17 Indra is a leader who has demonstrated  
18 responsibility to his staff of 100-plus and to all  
19 the diverse citizens of Incline, a handful of whom  
20 speak vitreal at board meetings and appear to have  
21 the confidential ear of some trustees.

22 Indra effectively manages the menus and  
23 the staff, and we know he always delivers to the  
24 betterment and satisfaction of most of the  
25 community.

1 We have discovered this week that only a  
2 small part of Incline homeowners are aware of this  
3 current conflict. There will be a groundswell of  
4 support for the GM upon further awareness.

5 Many Incline parcel owners state they do  
6 not want to get involved in conflict or in the  
7 politics because the nastiness surrounding the  
8 meetings. They're learning that speaking their  
9 voice is not politics, but is an important  
10 democratic process and the best way to ensure  
11 responsible governance.

12 What any respectable and responsible  
13 trustee or business person would do in a situation  
14 where performance is a concern is to prepare a  
15 performance improvement plan. It's hard to believe  
16 that Indra fails in so many areas that it would  
17 justify termination or even a performance  
18 improvement plan.

19 Nevertheless, it's commonly known that  
20 managers or possible trustees will assign trivial  
21 tasks or overload an individual to the point where  
22 they would resign or the list of tasks becomes  
23 onerous as to be unachievable, thereby presenting  
24 grounds for termination.

25 If this were the case with Indra, these

1 would be reasons for community dissatisfaction and a  
2 dereliction of duty by the trustees leading to  
3 wrongful termination.

4 We think we know that game, and we  
5 strongly recommend this not be played out at  
6 Incline.

7 MS. TONKING: I'm Carrie Tonking. I was  
8 born and raised in Incline Village, I'm also an  
9 ex-employee of the District.

10 My very first job was washing tennis  
11 courts in the summer back in '14. I returned to  
12 IVGID after college and worked for three years as a  
13 supervisor in the Parks and Recreation Department.

14 I want to start off this comment by saying  
15 that we have some absolutely incredible people  
16 working for us at IVGID. Thank you for everything  
17 that you have done and continue to do.

18 Unfortunately, as a result of certain  
19 trustees and the general disfunction of the board,  
20 we also have lost some phenomenal staff, which is an  
21 absolute shame. I'm here to advocate for Indra  
22 before he becomes the next staff member ushered out  
23 by this minority-ruled board.

24 I've known Indra since I was in fourth  
25 grade when he first started coaching me in

1 basketball. I think he might have even been taller  
2 than me back then. He coached a group of us for the  
3 next eight years, accumulating a state championship  
4 our senior year, the first time in 29 years that the  
5 women's team had won the title.

6 I am incredibly fortunate as I got to  
7 experience Indra as both coach as well as a manager.  
8 It is truly inspiring to work for somebody who is  
9 wholeheartedly dedicated to making an organization  
10 the best it can possibly be.

11 I'm sure every single one of you trustees  
12 has received what the staff has fondly called "the  
13 car call." Indra's orchestrating IVGID success from  
14 the moment he leaves his house in the morning until  
15 he gets home, usually late into the evening. I  
16 think it's safe to say he's even probably lost some  
17 sleep over IVGID.

18 Indra's here because he wants to be here.  
19 I know that he has turned down opportunities over  
20 the years simply because he cares so much about this  
21 town.

22 His passion for serving this community is  
23 contagious, and he has inspired me and others to  
24 pursue careers in public service, where we can give  
25 back to this town.

1 Much like a great coach, a great manager  
2 takes his team, discovers what is unique about each  
3 person, and then capitalizing on each person's  
4 strengths, formulates a coordinated plan of attack.

5 Indra's an impeccable leader, who has the  
6 ability to inspire an underpaid and overworked staff  
7 to rally towards a common goal. There are many  
8 staff members that have stuck around with us as long  
9 as they have simply because of the leadership and  
10 hope Indra's brought to the District.

11 There's not a doubt in my mind that Indra  
12 is the best general manager this town has ever had,  
13 and, quite frankly, might ever have. So let's act  
14 like it.

15 Thank you.

16 CHAIR DENT: We are going to take a  
17 two-minute break. We have too many people in the  
18 building right now, and our fire chief is currently  
19 present, so he's concerned about that. And we  
20 should all be concerned about it, it's a safety  
21 issue.

22 So, we're going to take a two-minute break  
23 while we work through this issue, and then we'll  
24 resume with public comment.

25 All right. Two minutes is up. So the

1 request is once you make your public comment, if you  
2 could just step outside.

3 We do have too many people in the  
4 building, but if some of the folks are making their  
5 public comments do step out, it'll make it a little  
6 bit easier on keeping us moving forward. Thank you.

7 All right. Next up, Mr. Nolett.

8 MR. NOLETT: Chris Nolett (phonetic), 765  
9 Lakeshore. Also IVGID audit committee chair.

10 I believe many residents know by now that  
11 Paul Navazio, our current IVGID Director of Finance,  
12 has resigned his position effective July 3rd, 2023.

13 I want to report to the board and to the  
14 community that two other committee members, Nick  
15 Holman (phonetic) and myself, held an exit interview  
16 with Paul for about an hour yesterday. In addition,  
17 GM Indra Winquest was invited to participate and did  
18 so during the entirety of this session.

19 An exit interview of this nature  
20 represents good governance whenever the most-senior  
21 finance leader in an organization resigns his or her  
22 position.

23 We had a rigorous discussion that ranged  
24 from what I would describe as "basic inquiries," to  
25 matters unique to IVGID at this time. Mr. Holman



1 and I were satisfied with the results of this exit  
2 interview and have no further matters to report.

3 Thank you.

4 UNIDENTIFIED SPEAKER: I just want to thank  
5 everybody for being here to support Indra.

6 MS. PAUL: Hello. My name is Gwen Paul  
7 and live at 321 Ski Way.

8 You know, I have this whole speech typed  
9 up, but I was reminded while I was sitting here back  
10 in -- 14 years ago while I was doing my orientation  
11 for working at the tennis center, sitting back here  
12 looking at -- there was six chairs still at the  
13 time, and I remember staring at these chairs and  
14 feeling like, oh, wow, that's such a respectful  
15 place to be. This is so impressive. And I'm  
16 thinking, you know, that means so much.

17 And when I look at you guys, and gosh  
18 darn, you don't even fill those chairs, not even  
19 close. It's embarrassing.

20 So I will continue with my speech that I  
21 actually wrote now. I'd like to share my thoughts  
22 on the recent and overwhelmingly and negative  
23 dialogues around Indra -- General Manager Indra  
24 Winqest.

25 I understand that his review is no longer

1 on the agenda, but I still feel a duty as a  
2 concerned community member of Incline Village to  
3 share my thoughts on what I feel is a misleading  
4 narrative about a great individual and IVGID  
5 employee.

6 For background, I've known Indra more than  
7 15 years in numerous capacities as both an employee  
8 in multiple IVGID roles, including the Tennis Center  
9 and Rec Center, as well as several adult sports.

10 I've always been impressed by his values,  
11 his dedication, his ability to put people first, and  
12 most of all, his ability to listen, which would be  
13 nice, Mr. Dent, if you were listening. I'm not sure  
14 you're paying attention here. Thank you.

15 His commitment to Incline Village has  
16 inspired me to get more deeply involved in the  
17 community in various ways. He has taken on the GM  
18 role in a very tumultuous environment, including a  
19 pandemic that shut down most of District's  
20 facilities in some capacity, as well as a divisive  
21 and contentious board throughout his entire tenure.

22 It's troubling to discover that select  
23 board members may not feel the same way, and given  
24 my personal experience and his obvious dedication to  
25 this role, it is impossible to understand.

1 No one deserves to spend their time in a  
2 toxic work environment that seemingly gets worse  
3 every day, all while this pessimism is allowed to  
4 continue. I understand that performance reviews are  
5 critical for accountability and personal  
6 development, but they must be unbiased,  
7 constructive, and not just filled with unwarranted  
8 criticism.

9 In conclusion and on a positive note, I  
10 feel there's a positive way forward, and it starts  
11 with stopping the targeting of a valuable and  
12 understanding --

13 CHAIR DENT: Thirty seconds.

14 MS. PAUL: -- employee. It's a waste of  
15 resources and time that could be used in a more  
16 productive manner to improve our community for our  
17 residents.

18 Thank you for your time. Good luck.

19 MS. UVERA: Hi. My name is Jennifer Uvera  
20 (phonetic), and I live at 604 Lariat.

21 I'm here to speak on two issues. My first  
22 issue is the direction and leadership of this board.

23 I've had the ability to watch the board  
24 and be involved in our community. I feel this  
25 current board, and especially the chair, is lacking

1 a lot of leadership. I feel this chair has in many  
2 ways made the board a dysfunctional governing body  
3 and has failed to communicate with the public.

4 My other issue is the way we have been  
5 treating our GM, Indra. I've had the privilege to  
6 work with him on the golf advisory board. I was  
7 able to first-hand witness his knowledge of all  
8 aspects of this district.

9 Indra holds a lot of institutional  
10 knowledge. Along with his knowledge, he has the  
11 ability to assist groups in reaching consensus and  
12 truly listening to both sides of the problem. We  
13 are extremely fortunate to have Indra as our GM.

14 Let's be real. The board as already  
15 decided to terminate our GM, a long-time employee  
16 and effective GM. So rather than taking endless  
17 public comment that you will ignore, why don't you  
18 just tell us what is specifically not working and  
19 what you specifically need? Because I'm tired of  
20 this town looking a raging circus.

21 MR. STEINBERG: Paul Steinberg, I live on  
22 Glen Way, Incline Village. I've been a resident of  
23 Incline since 1992.

24 I've raised my kids here. I love this  
25 town. I traveled the world for a job for 35 years,

1 and I come home, and am pretty happy to be here.

2 I've known Indra for as long as my son  
3 could dribble a basketball. We coached kids. I've  
4 coached tennis, basketball, soccer, baseball,  
5 numerous other sports in this town, and Indra and I  
6 cross paths many times.

7 As I watched him graduate through all the  
8 different jobs at IVGID, I always thought he did a  
9 great job. He was a fantastic recreation  
10 supervisor. He was infinitely better than the one  
11 that he replaced that should have been fired --  
12 should have never even been hired.

13 And when he got the job as GM, I was  
14 pretty happy because I figured he is a pretty solid  
15 guy. I've watched a lot of GMs come and go since I  
16 got here in 1992, and Indra's by far that most  
17 stable and the most pleasant one to be around.

18 He knows the people in town. The people  
19 in this town support him. It's really unfortunate  
20 to watch the miserable one percent in this town who  
21 create so much grief on the Incline page, on the  
22 Next Door pages, it's always the same miserable  
23 one percent who ruin it for the other 99 percent who  
24 are happy. If that's who's got your ear, so be it.  
25 There's not much we can do about that, I suppose.

1 I think that Indra's support in this town  
2 is overwhelming. I voted for all five of you at  
3 some point during some election, and I'd say that my  
4 error rate at this point appears to be 60 percent,  
5 I'm really not sure, but I'll find out fairly soon.

6 I'm a little disappointed in what I hear  
7 that there's this -- I think that to get rid of  
8 Indra, if you can only come up with three out of  
9 five, it's not good enough for me, and it's not good  
10 enough for this town.

11 Your job is to represent everybody in this  
12 town, all these people behind me, and listen to the  
13 people that spoke before me and are going to speak  
14 after me. If I had something to say about Indra, I  
15 don't think I could find anything.

16 The other thing is that if he loses his  
17 job in the very near future, you're going to owe him  
18 a year's pay. And is this town willing to pay two  
19 GMs for a whole year? That's a complete waste of  
20 money, and I don't think anybody in this town is  
21 prepared to have you throw away, essentially, a  
22 quarter million dollars of pay, plus whatever  
23 benefits he gets, because you don't like him or you  
24 don't think he's good enough. It's truly  
25 unfortunate.

1 CHAIR DENT: Thirty seconds.

2 MR. STEINBERG: Thank you.

3 As far as the rest of this town goes, I'd  
4 be really curious to know, if we put this town to a  
5 vote, how many would want to keep him and how many  
6 would want to get rid of him. If you don't think  
7 you could get a majority, then I don't think you  
8 have any right, based on my feelings, to lose him.  
9 He's too valuable to the town, and there's too many  
10 people that are too connected to him.

11 Thank you.

12 MS. USINGER: My name is Caroline Usinger  
13 (phonetic). I moved to Incline in 1973, I left for  
14 awhile, and came back for before COVID and found  
15 that there was trash everywhere along Incline and in  
16 Incline and around Tahoe.

17 I spent four years now picking up trash,  
18 voluntarily, not a dime spent by government, over  
19 200,000 pieces, because I love Incline and because I  
20 love Tahoe and because I think that the people in  
21 Incline, they want -- I love them and I want to  
22 serve them. I actually started by giving them a  
23 Christmas present of a year of trash pick up for  
24 them because I like them so much.

25 I will tell you that I've picked up the

1 wrong kind of trash. I worked on trash today, and I  
2 really didn't realize this community, if it's being  
3 led by what you are talking about, if you want  
4 everyone to follow what you're talking about, I'm  
5 not picking up trash because you guys deserve every  
6 piece of trash in this town.

7 I want people to work in a positive way.  
8 I think it's inappropriate that people are  
9 micromanaged. I think it is completely  
10 inappropriate that there's a toxic work environment  
11 that is caused by the board. And if you want to be  
12 toxic, fine, go ahead, be toxic. There will be lots  
13 of lawsuits, there will be lots of people who will  
14 be screaming at you because of how much has to be  
15 paid because of this action.

16 And I know it doesn't mean much to the  
17 world, but I'm not picking up any trash for you guys  
18 until you prove you're worth it. And right now,  
19 you're scum.

20 MR. HILL: Scott Hill, 1093 Tiller.

21 We've been coming here for 30-plus years  
22 to family homes. We've lived here permanently for  
23 almost a decade, full time.

24 And not until Mr. Winquest took the  
25 position of GM, did we have a leader of IVGID who



1 truly understood the operations of IVGID, as well as  
2 how to build a team.

3       Thus, it's hard more me to watch as our  
4 board micromanages its way into the minute  
5 operational details, actively pushes out employee  
6 talent, and destroys both employee and community  
7 morale.

8       It's even harder for me to understand how  
9 this board thinks that they might find anyone with  
10 any reasonable level of experience or expertise to  
11 replace Mr. Winquest, should they force him out, as  
12 rumor has it may happen.

13       The relationship of the board to IVGID  
14 leadership and IVGID employees is at a point now  
15 that we will simply not be able to find any type of  
16 suitable replacement. Who would accept a role with  
17 so much interference and baggage?

18       Just witness the difficulty we already  
19 have in finding a replacement for our controller,  
20 and in the future, our finance director, I'm sure.  
21 I understand that we have about four times the  
22 normal number of IVGID job openings now than over  
23 past years, resulting primarily from the board's  
24 knee-jerk reactions and micromanagement of every  
25 aspect of IVGID.

1 I guess the obvious solution to this is to  
2 just eliminate our rec fee and then outsource and  
3 sell all our venues. Is that the endgame the board  
4 is looking for?

5 Finally, let me say again that the  
6 five-decade model of operations here should not be  
7 discarded. The community really does not want this.  
8 They did not buy into this new model of operating  
9 our venues as separate, for-profit businesses. They  
10 bought into an operating model that has worked for  
11 five decades.

12 They do not want to see property value  
13 decline that would occur as the board goes down this  
14 path, and our local businesses do not want it, and  
15 they cannot afford it.

16 Please reconsider your apparent decision  
17 to fire Mr. Winquest and think more thoughtfully  
18 about the long-term harm it would cause to our  
19 community, our IVGID employees, our property values,  
20 and our local businesses.

21 Thank you.

22 MS. KROLICK: Good evening. Gail Krolick  
23 (phonetic), 1410 Tirol Drive.

24 This should not be a popularity contest,  
25 as I heard some members in our audience state, and

1 this past week I've heard. It's about a man's job,  
2 his career, who has worked for this district for the  
3 past 20 years.

4 I quote: To be a successful leader, it is  
5 crucial to that ensure every member of a team feels  
6 valued and appreciated.

7 I'm sorry. I don't who wrote that quote,  
8 but it was not me. GM Winquest has done just what I  
9 stated with his own employees, but the majority of  
10 this board doesn't seem to follow this quote.

11 Since your first meeting January 1, 2023,  
12 it became very clear to me and to this community GM  
13 Winquest was not valued nor appreciated, as your  
14 actions speak louder than your words.

15 For the first time in IVGID's history, the  
16 general manager has not been sitting at dais, and he  
17 continues not to do so.

18 For the first time in history, employees  
19 can no longer access the beaches thanks to the  
20 majority of this board. But don't worry, we still  
21 want you to work here.

22 For the first time in IVGID history, a  
23 clerk to the board is not taking IVGID minutes of  
24 the IVGID meetings. Instead, this community has  
25 paid a court reporter \$7,893.55 for three May IVGID

1 meetings. This community should be asking yourself  
2 why director Susan Herron is not taking the meeting  
3 minutes as she has done for the past 20 years.

4 For the first time in IVGID history, the  
5 general manager created, in my opinion and many  
6 others, the dream team of a group of professionals  
7 coming from throughout the United States. And  
8 instead of allowing the professionals, who have been  
9 in their respective industries for years, the  
10 majority of this board, this board, chooses to  
11 micromanage or tell them they are just simply wrong  
12 in what they've been doing.

13 You are allowing the small minority, and  
14 we all know who they are, let's not pretend we don't  
15 know who they are, to personally attack employees in  
16 public meetings. That's simply uncalled for.

17 Chair, please, this has to stop. We've  
18 already lost the former clerk to the board, and now  
19 our Director of Finance Paul Navazio, who has  
20 resigned from position.

21 If the majority of this board releases GM  
22 Winqest, I can assure other directors and employees  
23 will follow. This is no way a threat; it is a fact.  
24 Simply talk with the employees of the District, and  
25 they will tell you.

1 The silent majority is here to tell this

2 board we value --

3 CHAIR DENT: Thirty seconds.

4 MS. KROLICK: -- and we want GM Winquest

5 to continue to lead our IVGID organization. And

6 this board must begin to value, support, and

7 appreciate him and every other employee within the

8 District.

9 Again, your actions are speaking louder

10 than your words. Please demonstrate to those who

11 voted for you and those who have not that we are one

12 district, one team. Let's work together.

13 Thank you.

14 MR. JANSEN: My name is John Jansen, and I

15 live at 511 Alpine View Drive. I've been an Incline

16 resident for ten years.

17 I'm submitting a stack of petitions in

18 support of Indra, and I think it's relevant because

19 a stack was submitted earlier. I think it's

20 relevant to read what is on the petition. The

21 petition states: I support Indra Winquest's

22 continued employment as general manager of the

23 Incline Village General Improvement District.

24 Mr. Winquest has worked for IVGID for over 20 years,

25 and has developed a level of expertise that is

1 unmatched. He cares deeply about our community and  
2 the IVGID staff. He has guided IVGID through the  
3 pandemic and continues to lead IVGID with  
4 professionalism that is unrivaled. Nobody's  
5 perfect, but Mr. Winquest is the best person to  
6 handle the general manager position at IVGID. We at  
7 the other side implore the IVGID Board of Trustees  
8 to ensure that Indra Winquest remains general  
9 manager for the next several years.

10 Now, I've got a stack here. Kendra Wong  
11 submitted another stack. I imagine there's well  
12 over several hundred people who have signed these  
13 petitions.

14 And I would like to add further comment.  
15 First of all, I don't know Indra, but I do know many  
16 of the IVGID staff members, and everybody I know who  
17 I talk to about Indra, they -- he is well respected  
18 and liked by the staff that I've talked to.

19 And I fear that if you terminate him,  
20 you're going to lose several of the staff members,  
21 out the door, and as been said, it's going to be  
22 very difficult to replace him. It will be a  
23 disaster to this community, particularly in the  
24 height of the summer season.

25 Also I believe, financially, IVGID is

1 financially sound. And that's another reason, I  
2 would say a good reason, to keep Indra because this  
3 part of his management for that soundness of our  
4 community.

5 Lastly, as I said, these signatures on the  
6 petition, Indra is well liked in the community, he's  
7 well respected, and you see all the support he has  
8 there.

9 So, based on all these factors --

10 CHAIR DENT: Thirty seconds.

11 MR. JANSEN: -- I think it would be an  
12 incredibly bad decision for the Board of Trustee not  
13 to keep Indra Winquest as GM for the foreseeable  
14 future.

15 Thank you.

16 MR. CALLICRATE: Good evening, board. Tim  
17 Callicrate, 170 Mayhew Circle.

18 As the most-recent board chair and past  
19 trustee of a total of 12 years, I'm here tonight to  
20 express my support for extending General Manager  
21 Winquest's contract for an additional year, as has  
22 been done these past three years.

23 He's either met or exceeded his stated  
24 goals that the prior board agreed and accepted as  
25 his evaluation in 2022.

1           Having known Mr. Winquest at his days at  
2 the Rec Center counter 20 years ago through is  
3 subsequent promotions and then as a general manager,  
4 Mr. Winquest has proven to be an honest,  
5 hard-working individual whose depth of knowledge of  
6 the District and its operations is second to none.  
7 His passion for IVGID has aided him in finding the  
8 right people for the right jobs.

9           All that being said, I'm deeply concerned  
10 about the direction of the majority of this board is  
11 taking this district. It seems that there are  
12 numerous conflicts of interest regarding board  
13 member relationships with community individuals.

14           The unilateral decision to not pursue the  
15 dog park committee suggestions regarding the parcel  
16 across from the high school, but, instead, move it  
17 to the Village Green is ludicrous.

18           The discussion of considerably downsizing  
19 the Incline Beach house and/or discounting  
20 altogether any improvements after this community has  
21 been patiently awaiting this project for over 30  
22 years makes no sense.

23           Then the most egregious exercise of  
24 bucking a 55-year District precedent of allowing  
25 non-resident employees beach access because of a



1 handful of agitators clamoring about the beach deed,  
2 the beach deed, and using the excuse of a lawsuit  
3 from the community is a complete red herring.

4       And let's not forget the non-collection of  
5 the rec fee, which has basically caused a 50 percent  
6 reduction in the value of punch cards. Brilliant  
7 decision as we are going into summer.

8       Many of us at Incline and Crystal Bay  
9 believe that there's more to meets the eye in these  
10 last six months of your activities.

11       It is now common knowledge that the chair  
12 of the board, Mr. Dent, has been and is currently in  
13 business with an outspoken critic of the District.  
14 Well, you can certainly do business with whomever  
15 you desire, it's incumbent upon you to divulge this  
16 information to the citizens and fellow board members  
17 and recuse yourself on pertinent matters. You did  
18 neither when it came time to appoint this individual  
19 to the audit committee. Extremely troubling, and we  
20 are anxious to learn the ethics commission's final  
21 verdict.

22       Then we have Ms. Schmitz. I find it  
23 troublesome that you would be the board member in  
24 charge of the GM's evaluation, especially since the  
25 debacle that ensued regarding your rating being

1 moved from a 3 to a 2 last year. You blatantly lied  
2 to the board, the GM, and the community when  
3 confronted by a fellow board member, Ms. Tonking,  
4 and then tried to blame Dr. Mathis. Really quite  
5 pathetic.

6 Is there going to be a special meeting  
7 called during the GM's vacation, calling for his  
8 termination? Yes, board majority, this is a very  
9 small town, and I've lived here 38 years, and I know  
10 a lot of folks who work in a variety of  
11 organizations.

12 CHAIR DENT: Thirty seconds.

13 MR. CALLICRATE: Travel any number of  
14 circles and they have had their fill of your  
15 constant overstepping, micromanagement, and complete  
16 disregard of any historical perspective here in  
17 Incline Village and Crystal Bay.

18 Perhaps if you're incapable or unwilling  
19 to do the actual job of a trustee and let your  
20 general manager manage the District, it might just  
21 be time to step down.

22 I encourage the board to listen to the  
23 majority or expect a recall.

24 Thank you.

25 MR. TOMKOVICZ: Thank you for letting me

1 speak today. I'm here in support of Indra.

2 I've only lived here full time for five  
3 years, but we had a house here for 15 years. My  
4 wife I and -- for the last two-and-a-half years,  
5 I've had my head stuck in 920 Southwood, which is  
6 the bowling alley. So, we're the family that did  
7 the bowling alley.

8 And so -- I also grew up eating out of  
9 trash cans in East L.A. when I was a kid, and I  
10 borrowed 30 grand in 1983, built a national company,  
11 and had to manage 350 people around the country.  
12 And when people asked me: How did you get such a  
13 great group of people who loved the community and  
14 loved the business and built such an amazing  
15 national company?

16 I said: I took care of the really good  
17 ones, and I got rid of the really bad ones.

18 Indra's not bad. I don't understand the  
19 politics. I've never been political. I don't  
20 understand why you're so mad at him. The facilities  
21 we have here are awesome. I broke my foot on your  
22 tennis courts. It's an awesome tennis court.

23 We have the head of UNR tennis coaching  
24 us. I broke my foot because I'm almost 70, and I  
25 thought I could keep up with the head of the

1 college. So, I may be a narcissist like some of  
2 you.

3 I'm telling you guys up front, this  
4 community -- where I grew up and what I've seen in  
5 the United States, we live in heaven.

6 Why there's so much torment here, it just  
7 kills me. Our tagline is peace, love, bowling.  
8 What's being created here is not peace and love.

9 I just don't get politics. I don't get it  
10 when people are so angry, but I do get the emotion  
11 when people are having things taken away from them  
12 that they love dearly.

13 Your job isn't to tell us what to do; it's  
14 to keep us loving each other.

15 Pleads don't get rid of Indra. Please  
16 show up at the bowling alley, because I need the  
17 revenue, and please -- the community has angst about  
18 you guys. It must feel like shit for you guys to  
19 sit up here and hear this. It must be terrible.  
20 My heart goes out to you to hear the stuff that's  
21 said.

22 At the bowling alley, it's kind of like  
23 the gathering place for the whole community. If you  
24 haven't come there, please come. I'll buy you a  
25 beer. No bribes intended.

1 But I got to tell you, be a part of the  
2 community. Don't be separate from us, and please  
3 take care of Indra and take care of these employees  
4 that want to stay here and serve us, they do so  
5 well, don't demolish it.

6 Thanks for the time.

7 MS. MARTINI: Good evening. Margaret  
8 Martini. Incline Village.

9 I've been here since 1964. Val was in my  
10 mom's girl scout group that she started and --  
11 volunteered for, she didn't start it. I was here  
12 when Wally White was the first person at IVGID to  
13 form a board, a general manager, et cetera. I saw  
14 the first shovel of dirt at Diamond Peak, Ski  
15 Incline. Okay? So, I have very good knowledge of  
16 how this community has worked, and what it's all  
17 about.

18 Indra is a nice guy. Indra is a very nice  
19 guy. He's very personable, very caring, and is just  
20 a nice guy. He's a great coach. He loves this  
21 community, no doubt, but IVGID is one of the largest  
22 GIDs in the state.

23 Common business sense, that the volume of  
24 income represented, would indicate that a general  
25 manager should have, at the very least, an MBA and

1 extensive corporate and business experience.

2 (Booing.)

3 CHAIR DENT: Quiet, please.

4 MS. MARTINI: That's fine. That's fine.

5 Go ahead.

6 CHAIR DENT: Quiet, please. She has

7 three minutes to speak.

8 Go ahead, Ms. Martini.

9 MS. MARTINI: Being a nice guy is not the  
10 experience needed for the highest management  
11 position in this district.

12 This board is tasked with the job of  
13 analyzing the condition of the financial and the  
14 condition of the District venues, and making  
15 decisions for the health of the District.

16 This job is not a personality contest. If  
17 it were, Indra would win, hands down. If was  
18 then -- it shouldn't. It is not. Is not a  
19 personality contest.

20 Sorry, I just jotted all this down.

21 The previous board -- how much money did  
22 we pay to get rid of Steve Pinkerton (phonetic)?  
23 Who gave Steve Pinkerton his golden parachute that  
24 was exorbitantly over the top? The previous board  
25 did, so this board has nothing to really compare,

1 except for what y'all gave Steve Pinkerton to get  
2 rid of him.

3 And so I would urge to look at --

4 CHAIR DENT: Thirty seconds.

5 MS. MARTINI: -- what's going on overall,  
6 and I know you have, I know you've analyzed all of  
7 this, and I think that at that point, if we do lose  
8 some senior management -- who hires a CFO who isn't  
9 even a CPA? That's not management.

10 Anyway, I love Indra, he's nice, I've  
11 always got along with Indra, but I just think that  
12 we need some professional -- someone professional in  
13 that position.

14 MR. KATZ: Thank you. Arron Katz, PO Box  
15 3022.

16 I am not here to speak about Indra. I'm  
17 here to speak about some matters are on the agenda  
18 for this evening, and the two items I want to speak  
19 about -- by the way, I have some written statements  
20 I've given to Michaela to be attached to the minutes  
21 of the meeting.

22 The first matter is this partnership with  
23 Sharkfest. I've already written to you, I don't  
24 understand what it is. We don't have a long enough  
25 meeting, we don't have enough pages for board

1 packet, over 1,000, so we need to add this stuff for  
2 a partnership for Sharkfest, with an entity that  
3 doesn't even exist legally in this state, you want  
4 to contract with this entity? You want to provide  
5 insurance for this entity? And why are we doing  
6 this? Because the Veteran's Club wants to maybe  
7 make \$720. It's ludicrous.

8 I don't know how it got on the board --  
9 the agenda. It never should have. It should be  
10 soundly defeated. By the way, the board packet is  
11 not complete as to all relevant matters, and for  
12 that reason alone, it should be removed from the  
13 agenda.

14 The second thing that I wanted to speak  
15 about is the GM report that speaks about this  
16 contract with TLC. We basically spent \$43,800 for a  
17 report, and who knows how many tens of thousands of  
18 additional dollars on unreimbursed staff time, and  
19 we got nothing for it. An LSC says we got nothing  
20 for it because of the fault of our professional  
21 staff.

22 They didn't have a clear complete project  
23 summary. They didn't meet with LSC and clearly  
24 communicate the priorities for the project.

25 So LSC didn't know what to do. And what



1 they came up with was a report which was  
2 non-responsive and an absolute waste.

3 And stuff like this happens over and over  
4 and over and over. It's everything that happens  
5 here. Every time, every employee, every board  
6 agenda item --

7 CHAIR DENT: Thirty seconds.

8 MR. KATZ: -- it doesn't matter what it  
9 is. I'm asking you to put your foot down and  
10 correct it.

11 Thank you very much.

12 MS. BECKER: Hello. Diane Becker,  
13 full-time resident of Incline Village.

14 What is micromanagement? What fiduciary  
15 duties does the board have when items come before it  
16 at board meetings?

17 I don't think many of these speakers that  
18 have attended today and spoken have been attending  
19 all of the recent board meetings, because if they  
20 had, they would hear the number of errors that are  
21 being made and that need to be corrected.

22 I don't think the question is that the  
23 general manager is up for termination; I have not  
24 ever heard that or seen that in writing.

25 A review is coming up, and the question

1 is: How is the board going to address correcting  
2 the errors that keep being made?

3 I'm not saying they're being made by the  
4 general manager; I'm saying they're being made under  
5 the general manager, and someone has to be sure  
6 those are corrected. It's not micromanagement when  
7 the budget comes before the trustees and it's full  
8 of errors and it's incomplete. It's not  
9 micromanagement when you get very significant papers  
10 that have to be filed and completed the same day,  
11 that you're supposed to vote on them at a meeting.

12 Somehow there is balance between  
13 micromanagement, which I don't know what that is,  
14 but it's very easy to say and to excuse bad  
15 performance by saying "don't micromanage me," and  
16 actually trying to do your jobs.

17 And all of you should be doing your  
18 jobs and not accepting the constant errors that come  
19 before you in incomplete contracts.

20 The number of contracts last year and in  
21 the beginning of this year that came up that were  
22 not complete, fully filled out, was astounding and  
23 disappointing to the trustees. How you will stop  
24 that, hopefully, will be done in a review.

25 The public works errors that have been

1 made when the Mountain Golf Course first had no  
2 supervision, and, second, then they put in a  
3 deficient, or let's say a lesser quality than what  
4 was in the contract, because there was no  
5 supervision, that can't happen again.

6       What happened when the E.coli scare came  
7 and there was no person that could do the testing  
8 in-house, so we spent -- I don't know if it was  
9 Thanksgiving or Christmas not knowing if we had  
10 E.coli, that can't happen.

11       We have to have policies and procedures in  
12 place to protect the people. And I know -- I like  
13 Indra so much --

14       CHAIR DENT: Thirty seconds.

15       MS. BECKER: -- and I am not saying this  
16 is his fault. I'm saying there are a lot of errors  
17 being made and people here are saying, "You guys  
18 should not talk about the errors."

19       I am not one of the angry one percent,  
20 whatever that is. I totally support IVGID, and I  
21 really like the trustees and really like the staff,  
22 but we must figure out a way to stop errors and  
23 incomplete work product.

24       And I respectfully hope that all of you  
25 will find that balance and take of it.

1 Thank you.

2 MR. KRUSHNER: Hi. Harris Krushner

3 (phonetic). I live at 999 Driver Way. I have had

4 the opportunity to live here for about 12 years.

5 I came to speak in support of GM Winquest.

6 He's been a strong leader of the community. He's

7 raised money for the community. I hope the board

8 retains GM Winquest and change their current

9 direction.

10 Thank you.

11 MR. HITNER: Joe Hitner (phonetic), 1401

12 Tirol.

13 Well, it's clear who showed up here today

14 to support Indra Winquest. I'll make my comments in

15 an attempt to help support that on a very

16 controversial topic.

17 It's interesting to me that this was --

18 meeting was held here where nobody could fit in, and

19 you had to call the fire marshal to get some people

20 out who may support a decision that you all don't

21 hold, and the crucifixion of Indra would backfire on

22 your attempt to do so.

23 It's also interesting to me to see four

24 sheriff cars parked out in front because this is an

25 inflammatory topic, and you knew to call in the boys

1 in green to help support you, should anybody get too  
2 unruly. I'll try not to do that.

3       Speaking of attention, you take comments  
4 and bend to the will of those who egregiously make  
5 the most noise. And you guys know who I'm talking  
6 about, those same people who show up in these  
7 meetings, they blast you all, they blast our  
8 community, they don't take part in it other than  
9 taking it apart.

10       Certain members of board have already cost  
11 us Rec Center additions in the millions, the value  
12 of our punch cards have gone into the toilet, and  
13 numerous talented employees. We've lost them over  
14 the years, and now -- I agree with Gail Krolick, who  
15 spoke earlier -- this move you make, if you do make  
16 it, and I certainly hope that decision isn't made  
17 tonight, and that listen to the majority here, not  
18 that minority, and listen to us who want to keep  
19 Indra Winquest.

20       I believe the reviews of our staff are  
21 public record, and I'm asking for you to share  
22 copies of your reviews of Indra Winquest because I  
23 think it'll be telling as to who you're listening to  
24 and the witch hunt that you all are on to blame him  
25 for all the ills that you guys have caused. It's

1 not the views of our community. We would love to  
2 read the comments and ratings on Indra.

3 By the way, one of that angry eight just  
4 attacked our veterans. That was nice. Let's stop  
5 listening to them -- disbarred individuals, failed  
6 business people, and jock snappers -- and turn a new  
7 leaf and start supporting our community.

8 What I'd like to ask for those who speak  
9 up today -- that's all you behind me in support of  
10 Indra -- is, we're a rich community, we got deep  
11 pockets, and if they can Indra, I think he's got a  
12 wrongful termination suit, and I'll throw up the  
13 first \$10,000 to help support him in his legal fees.

14 That's it for me. Thank you. Make the  
15 right decision.

16 MS. HAROLD: Liz Harold, 972 Jennifer  
17 Street. I'm a 25-year resident and educator in  
18 Incline. I had the pleasure of having Michaela as a  
19 student.

20 I'm also here to support general manager  
21 Winquest. Indra is the first GM we've had who has  
22 worked his way up through IVGID. He understands  
23 what it's like to be a recreation center clerk and a  
24 general manager.

25 If you ask any IVGID employee, they will

1 tell you Indra is kind, professional, and  
2 respectful. The best they've ever worked for.

3 Indra has always put our community  
4 first -- and that's what this board should start  
5 doing -- because he loves Incline Village and its  
6 people.

7 He's also coached the girls' high school  
8 varsity basketball in addition to being the GM. He  
9 uses his time to help our community. Please start  
10 doing so.

11 This board should be ecstatic that they  
12 have a GM as qualified and as community-minded as  
13 Indra. He has touched the lives of many lives in  
14 this community, including my own.

15 When my boys were just toddlers, IVGID did  
16 not offer any sort of tumbling or gymnastics for  
17 that age group. We were stuck in the snow, and  
18 people were driving their kids to Reno. I told  
19 Indra this, didn't think he would do much about it  
20 but he said, "No. We're going to have it."

21 And now they still have it, Tiny Timbers,  
22 and all the kids and toddlers have something to do  
23 in the winter.

24 The best thing he ever did for me was in  
25 2015, our community had two teen girls with cancer.

1 I put together a fundraiser, and I needed the  
2 Village Green. It was being occupied by an IVGID  
3 fair. He said, "Don't worry. We're going to  
4 combine efforts." He's community-minded, and it was  
5 a successful fundraiser. This is the man you want  
6 as your general manager.

7       What's going to happen when you terminate  
8 him? Are you going to bring in somebody that was in  
9 Sioux City, Iowa, to come to Incline and pay them a  
10 bunch of money, and they'll last a few more years  
11 and then go to their next town? That's not who  
12 Indra is. He is part of Incline, and he wants to  
13 stay here.

14       That's what happens when you get rid of  
15 general managers: You get those people that go from  
16 city to city.

17       This board is known for taking away from  
18 our town. You've taken away a teen center, you've  
19 taken away non-resident IVGID punch cards, you're  
20 taking away the fabric of our community. Please  
21 don't take away our general manager next.

22       MR. PARIS: Good evening, Board of  
23 Trustees. Thank you for this opportunity. My name  
24 is Hal Paris. I'm representing my wife and family.  
25 We own a property at 1320 Tirol Drive. We bought it



1 in early '05. I actually moved my family here at  
2 the end of '04, so to do the math, that's 18 years.

3       So those who don't know, I also served the  
4 District, parks and recreation, for 11 years, so I  
5 have a little bit of a different perspective than  
6 maybe some others here. I might actually be able to  
7 know Indra as much anybody else in the room.

8       I promoted him to sport supervisor. I  
9 promoted him to superintendent. I promoted him to  
10 my acting assistant director. When I left IVGID, he  
11 took my job, and now he's actually your GM.

12       So, yeah, I'm here to support him. I'm  
13 also here to tell you a few things. One, if you  
14 want to give me a call, an email, I'll meet you at  
15 Starbucks, anywhere in town, and we can sit down and  
16 I can tell you the positive things he's done for  
17 this community that take far more than three minutes  
18 that you're going to allow me. I can give you  
19 pages. I'll give you a few remarks as well.

20       I know the guy, and we worked together  
21 very well. He developed a very, very good team at  
22 the Rec Center, and anything that you want to say  
23 that's a positive over there, look to a few people,  
24 including Indra, as the leader of that crew for so  
25 many years.

1 If there's anything that he's done right,  
2 I might take a little bit of credit for that,  
3 training him for 11 years. If there's anything that  
4 he's missed the mark, you can blame me for that as  
5 well.

6 Before I came here, I knew the two  
7 previous GMs that were terminated. I worked for the  
8 two previous to Indra, so that's five. Go back to  
9 my time in the City of Folsom, the City of  
10 Sacramento and Sacramento County, I've worked for a  
11 few other GMs and a few other city managers. I can  
12 tell you that Indra is by far the best of anybody  
13 I've worked with.

14 Maybe he doesn't meet all of your goals.  
15 That's your job. That's your job to give him some  
16 fine tuning or corrections. If you don't like his  
17 staff reports, that's your job. Give him a call and  
18 ask for more information.

19 But to sit here and have a 90-minute  
20 conversation and get into the weeds of a very, very  
21 minor item on your agenda, that's your fault. You  
22 don't need to get in the hammer of the details  
23 during the evening when there's so much more  
24 important things going on. You give him a call  
25 ahead of time. That one's on you, not on Indra or

1 his staff that wrote the report.

2 But --

3 CHAIR DENT: Thirty seconds.

4 MR. PARIS: -- I'll finish with, again

5 offering the opportunity, please give me a call.

6 Hope that the time that you were spending

7 on your phones tonight, the time that you're

8 spending writing notes is actually taking people's

9 comments, because if you look out in the hallway, if

10 you look out in the parking lot, you've got 300

11 people here, if you don't like that, that's your

12 fault again. Own it.

13 None of you came out in support of him in

14 these last two weeks. None of you, anywhere, came

15 out in support of him in the last that weeks.

16 MR. TONKING: Hello members of the board

17 and fellow highlanders. My name is Kip Tonking of

18 Incline Village.

19 I'm here with my wife, Donna Tonking, and

20 we have lived here full time for 27 years. We are

21 very fortunate to have raised two daughters here who

22 are still active members in the community.

23 I met Indra years ago when he coached my

24 daughter to a state basketball title for high

25 school. However, this is just a minor

1 accomplishment of Indra's.

2 I have had opportunity to -- for over  
3 three years to come to these board meetings and  
4 continue to see the impressive amount that Indra has  
5 done to accomplish for this district.

6 I have seen too many GMs come and go out  
7 of this district. If the board does not renew and  
8 retain Indra, I honestly believe the board does not  
9 represent the interest of my family and this  
10 community.

11 Thank you.

12 MR. ROBINSON: Hi, guys. Tony Robinson.  
13 Been here since the beginning. My grandfather  
14 actually formed this. Julane Anderson was here, but  
15 she had to leave. She's my last person in Incline  
16 Village. We're like the last of the Mohicans. Been  
17 here since the beginning.

18 We are one thousand percent in support of  
19 Indra. Please respect the family. I respect you  
20 guys. I have to live with you people. I love you  
21 people.

22 Thank you.

23 MS. SCHMIDT: Hello, everybody. I had a  
24 really perfect writing, and my husband didn't like  
25 it. This is just what jotted down late this

1 afternoon, so I'm sorry.

2 I'm here to speak on behalf of Indra. I  
3 want to say that he loves this community, even  
4 though he doesn't live here, he loves it. He's  
5 always loved it. He's worked his way up and built  
6 what was, essentially, a dream staff, until it  
7 started eroding for various reasons.

8 It seems to me that the board is  
9 malfunctioning a little bit, that it's micromanaging  
10 a little too much, that the board's job is to direct  
11 Indra, and Indra's job is to direct the District.

12 And somehow, the board seems to be in  
13 everything now, and that's fine if that's what the  
14 community wants and what the community voted for,  
15 then I'm obviously in the minority.

16 I think that it seems to me, watching  
17 these meetings, that the board is validating their  
18 importance somehow by getting it right instead of  
19 fostering a consensus and community spirit.

20 One of the things that I've always loved  
21 -- and I've lived here almost 30 years -- about this  
22 town is that it is a community, and you can tell  
23 that when you go to Raley's because everybody's  
24 talking to each other, except during COVID.

25 Isn't there a way for right and community

1 to coexist? Can't we make that happen? There has  
2 to be a way. It isn't decimating what we have, or  
3 is that the purpose?

4 I say that we should keep Indra. His  
5 service to the community has been tremendous and  
6 only more good will come, but it requires your help  
7 and your community spirit.

8 Thank you.

9 MR. DOBLER: Cliff Dobler, 995 Fairway.  
10 This written statement is to be made part of the  
11 meeting minutes.

12 The ski report for end of the season on  
13 page 10 of the agenda should be looked at and  
14 studied with great admiration. Mike Bandelin, who  
15 has been with the District for about 40 years, is  
16 one the few venue managers who can get the job done.

17 The 2023 revenue and expense performance  
18 is outstanding and Mike should be congratulated, not  
19 only by hand clapping, but with a worthy bonus. I  
20 hope trustees can see the light.

21 Table 5 of the Diamond Peak key economic  
22 indicators budget to actual, which is concise,  
23 organized with meaningful facts, and a pleasure to  
24 read, with the longer season of an additional 26  
25 days prompted by heavy snows of over 40 feet, Mike

1 and his staff produced some outstanding results.

2       Some highlights: With only 93,000  
3 visitors, the average resident per visit increased  
4 by 45 percent compared to the budget. Each person  
5 paid an average of \$137.

6       As such, revenues are expected to exceed  
7 the budget by 650,000. At the same time, expenses  
8 were less than the budget by 664,000. As such, net  
9 income before depreciation and debts have exceed the  
10 budget by 1.3 million, and the total net income for  
11 the season was almost \$4 million.

12       Such a one-page report should be standard  
13 for the District rather than the scattered, messy  
14 presentations provided by golf and the other  
15 community service venues.

16       Over the past year, I've spent some time  
17 with Mike and discussed the Snowflake Lodge. He has  
18 an excellent graph of what the remodel should  
19 consist of and what should actually be done.  
20 Pie-in-the-sky ideas by uninformed people should be  
21 set aside.

22       The Diamond Peak master plan has  
23 recommendations on Snowflake Lodge which should be  
24 abandoned immediately. Let Mike speak freely on  
25 this subject. He has practical and simple ideas.

1 Blowing \$6- to \$10 million is not the answer.

2 One of most important tasks would be the

3 upcoming expiration of the forest service permit.

4 This permit use covers almost 50 percent of the land

5 and will expire December 31st, 2023.

6 Under its terms, the permit is not

7 renewable. IVGID may apply for a new permit, and it

8 must be submitted six months prior to the expiration

9 of the existing permit. That is 16 days from today,

10 and the request is not even on a future board agenda

11 nor on the list of contracts prepared by the general

12 manager.

13 Join me in a large applause for Mike.

14 That was not very loud, but I guess they don't like

15 making money. I don't know.

16 MS. WARREN: Good evening. I'm Megan

17 Warren. I'm at 722 County Club.

18 I've been a long-term visiter, liver,

19 full-time resident, successful business owner for

20 over 19 years, and I actually worked up here in

21 1984, my junior year at Cal Berkeley, at the

22 Lakeside Tennis and Ski Resort, which is now the

23 Glen.

24 So, my family and I been here over four

25 years, we're multiple property owners, and I am



1 concerned. I'm really here to support Indra because  
2 he provides the unmatched leadership, stability, and  
3 skill -- level of skill that we need to run our  
4 special community.

5 I think that is what is getting -- what  
6 everyone's getting -- you're dismantling our  
7 community, and it's become very divisive. I feel  
8 like we're in D.C. and it's congress. Nothing is  
9 getting done.

10 And it's time we just kind of get rid of  
11 this divisiveness and follow the mantra and the logo  
12 of dedicated people providing quality service for  
13 our community environment with integrity and  
14 teamwork. One district, one team.

15 I think the direction that we're headed  
16 really feels like this community is being torn apart  
17 piece by piece. It is going to impact our property  
18 values, which of course will impact my business as a  
19 real estate broker, and, yeah, sure, do you want to  
20 go live in Zephyr Cove or on Pittman Terrace or over  
21 on the east shore? I don't think so.

22 What makes Incline special is our  
23 amenities and our community. And I agree with the  
24 whole, hello-at-Raley's thing, that's really cool,  
25 and it's changed a lot there too.

1 But I just ask you to just be fiduciaries  
2 in your responsibilities, but Indra is just the tip  
3 of iceberg here. He's why I'm here right now, but  
4 there's other things that you need to consider that  
5 are beneficial to our community so that we can all,  
6 as Mr. Bowling Alley Steve said, love and support  
7 each other.

8 And three of you have lived here longer  
9 than I have -- or two of you have and three of you  
10 have not. And I think that you really need to take  
11 a deep dive into what this community is so that we  
12 can all support each other and continue to invest in  
13 Incline and our community and our residents.

14 Thank you, respectfully.

15 MS. MILLER: Good evening, trustees.

16 Once again, I'm glad to see there's a much  
17 bigger number of people involved this evening. I  
18 just wish they would be here to gain the knowledge  
19 and really be able to understand more of what's  
20 going here.

21 I comment this board. I think much has  
22 happened, much is happening, just since this new  
23 board took office. Thank you.

24 I want to shed some light on the excessive  
25 beach facility fees, which are being charged

1 residents by this Board of Trustees. The board, on  
2 May 25th, approved 3.5 million this next fiscal  
3 year, equal to \$450 a dwelling unit.

4       Here are some facts: Facility fees for  
5 the beach operations will always require between 1  
6 to 1.2 million since access is free for residents.  
7 That annual requirement is only \$155 for each of the  
8 7,750 dwelling units, not \$455 each. Additional  
9 facility fees would be required for large capital  
10 projects if needed. Reserves of \$850,000 must be  
11 held at all times for any foreseen circumstances.

12       At the end of this June, the 2024 budget  
13 indicates they will be \$6.9 million in cash after  
14 reserve requirements. \$6.1 million in excess cash  
15 is available to spend. This money was stockpiled  
16 the past two years for planned projects which never  
17 even got off the ground.

18       Adding the approved 3.5 million of  
19 facility fees and the \$6.1 million cash on hand,  
20 there will be the tidy sum of \$9.6 million. So how  
21 is this tidy sum planned to be used? 900k is needed  
22 for continuing operations in fiscal year 2024, 4  
23 million is planned for the Incline Beach building,  
24 which is higher than the board indicated they  
25 desired, 250k for the Ski Beach boat ramp, 500k for

1 beach access, fencing, and gates at all beaches,  
2 170k for a new bridge at Incline Beach, 307k to  
3 replace playgrounds, 1.4 million for paving parking  
4 lots.

5       What's left over? Almost \$2 million,  
6 again, 2 million, with no place to go and no other  
7 large project planned or needed.

8       The 2 million can pay operating expenses  
9 for the next two years. So the 3.5 million charged  
10 to residents was never needed.

11       The staff and board seem to enjoy taking  
12 money from residents and then sitting on it, and in  
13 most cases, failing to invest the funds properly.  
14 There's no staff capacity to accomplish more than  
15 one capital project each year, as we have seen, and  
16 with four projects in the hopper, the estimated  
17 costs are already covered.

18       By the way, Trustee Tonking and Noble  
19 wanted to raise an additional 1.8 million in  
20 facility fees just for fun.

21       In 1976, the Steven Miller Band published  
22 "Take the Money and Run," it seems appropriate.  
23 Please stop these heists and allow people to keep  
24 their money rather than give it to bureaucrats.

25       Thank you.

1 MS. LANE: My name is Hillary Lane, and  
2 unlike some of the previous speakers, I'm fairly new  
3 to the community.

4 My family and I have been here for  
5 three years, and have never been happier. I've  
6 never lived in community that's been as tight as  
7 this one, that feels as safe as this one, and that  
8 is as well managed as this one, from Diamond Peak to  
9 Burnt Cedar and everything in between.

10 I think -- I thank you all for what you're  
11 doing. And I thank Indra for leading from the top,  
12 because everybody I speak to who works at any of  
13 these venues or who recreates at any of these  
14 venues, I think is a reflection from leading from  
15 the top down.

16 And I'm just very grateful for the  
17 opportunity to support him. I think it's probably  
18 very much a thankless job, so I'm grateful for the  
19 opportunity to thank him and to thank everyone who  
20 works with him to make this community what it is.

21 Thank you.

22 MR. LYON: Jim Lyon, 133rd Creek.

23 First, I want to thank the board members  
24 for the job you do and all the time and effort you  
25 put into, and also Indra. His praises have been

1 sung here tonight and are justly deserved. I have a  
2 couple of small observations that I'd like to share  
3 with you.

4       One is there's a difference between  
5 leadership and management, and the title of general  
6 manager has got the word "management" in it. And  
7 most, not all, but most of the discussion about  
8 Indra has been his leadership, and he definitely has  
9 it. There's a difference. In leadership, you can  
10 be a great leader and not a good manager, and you  
11 can be a great manager and a terrible leader.

12       The second thing is of the various  
13 different things that have happened over the last  
14 couple years and are continuing in some cases, I  
15 think our shared responsibility of the board, as  
16 well as the general manager, I think especially the  
17 Duffield donation, that whole thing was mismanaged  
18 by the board, and I don't think -- I don't know all  
19 the details, but it doesn't look like the board  
20 required enough interface with the general manager  
21 in participating in negotiations and/or discussions,  
22 especially with documentation from what was going on  
23 with the Duffield Foundation.

24       And, I mean, anytime you have something  
25 with that much money in a corporation, you've got

1 people who specialize in negotiations and finance  
2 and legal and all kinds of things, and you guys  
3 don't have all that at your assets but they're  
4 probably out in the community, but the one thing I  
5 encourage you to do, if you keep Indra, fine, but I  
6 encourage you to get a better relationship or a  
7 better management style in how you interface and  
8 give him his duties and how his reports come back to  
9 you so that you guys are better informed as to  
10 what's going on.

11       And one other thing is the Sharkfest is a  
12 Vet's Club event. We raise money, donations to  
13 donate for various agencies in the greater Reno  
14 area, mostly up in Incline. One of things that we  
15 do is provide a couple scholarships to the GROTC and  
16 assist them with finances.

17       So, \$700 is important, but you guys need  
18 to look at --

19       CHAIR DENT: Thirty seconds.

20       MR. LYON: -- what are the risks and what  
21 responsibilities would IVGID be absorbing or taking  
22 responsibility for if you sponsor -- if we sponsor  
23 the Veteran's Club with the Sharkfest. So look at  
24 it closely. I'd like to see it, but you have to do  
25 what's really best for us.

1 Thank you.

2 CHAIR DENT: Any other public comment in  
3 the room? All right. Seeing none, can we go -- oh,  
4 go ahead, Mr. Miller.

5 MR. MILLER: Good evening, everybody.  
6 Charlie Miller, Incline Village resident.

7 We moved here ten years ago. Before that,  
8 lived in South Lake, Kings Beach. We chose to live  
9 in Incline for the community and the amenities.

10 I worked for IVGID as the engineering  
11 manager, and I left as many others did because of  
12 the abuse that staff has been subjected to by a  
13 small, angry minority and a few now board members.

14 Paying taxes in California is not my  
15 preference, but I'm happy to say that I love my job  
16 and I appreciate the support of the community and  
17 the board where I now work.

18 I don't want to dive into the numerous  
19 topics that I disagree with a few of you, namely the  
20 rec fee, roller coaster, staff abuse, employee beach  
21 access, the Rec Center expansion debacle.

22 I'm here to be one of the many voices here  
23 to show my support of Indra. I've known Indra for  
24 maybe 15-plus years. I've worked with him in my  
25 role as engineer manager. I've challenged him at



1 times, and we've always found a way to work through  
2 things. I've had a great working relationship and  
3 have a lot of respect for his abilities.

4       What I can say is that I don't know anyone  
5 that has cared more for this community for 20-plus  
6 years.

7       I listened to the May 25th board meeting,  
8 and I'm very proud of his knowledge of the budget  
9 and how much he's grown in his position as a general  
10 manager and continues to grow.

11       You've heard the petition to keep Indra as  
12 our GM, 20-year employee, and I challenge you to get  
13 a petition on the opposite to see who wants him  
14 removed. You'll probably find the same angry eight  
15 people that you listen to every week.

16       The last couple comments has to do with  
17 this rec fee going up and down and Ms. Miller's  
18 comments about how much money we have, what a  
19 terrible thing. I think how much we can invest back  
20 in this community.

21       And part of the reason your engineering  
22 staff was struggling with that is because much of  
23 the long-term leadership, Joe Pommeler (phonetic),  
24 Brad Johnson, Michael (inaudible), and myself left  
25 here because of how abusive it was for the staff.

1 So now you have a new staff that are  
2 trying to get their feet wet.

3 CHAIR DENT: Thirty seconds.

4 MR. MILLER: So it's a struggle to come  
5 into a place and learn all the amenities. I want  
6 you to support your staff and support your general  
7 manager.

8 Thank you.

9 CHAIR DENT: Matt, can we go to public  
10 comment via Zoom?

11 MS. HITNER: Hi. This is Hiedi Hitner,  
12 1401 Tirol.

13 I was calling to voice my support for  
14 Indra and his performance as the GM. The board  
15 should definitely retain him as the GM, extending  
16 his contract for another year.

17 He's continuing to handle his job  
18 professionally and deal with such a challenging work  
19 environment, one that this board has enabled instead  
20 of helping to resolve.

21 One of the most detrimental things a board  
22 can do to a management team is to undermine the GM  
23 to create uncertainty in the staff. It creates  
24 unproductive, wasted time instead of allowing people  
25 to focus on being successful at their job. This is

1 exactly what's happening right now.

2 If you ask yourself: Would I want to work  
3 with this person? The answer is resoundingly yes  
4 for Indra.

5 The board should retain him as the GM,  
6 with a contract extension, and work on a way to work  
7 together in a much more effective manner.

8 Thank you.

9 MS. CANAT: Hi. Yolanda Canat (phonetic),  
10 16 Martis Peak Drive.

11 I wanted to just mention that I share  
12 this, you know, caught you unprepared, but it would  
13 have been better for a meeting with a larger room  
14 because there was nowhere to -- I couldn't even get  
15 in the room let alone sit down.

16 Thank you so much. Bye.

17 MR. WRIGHT: Frank Wright.

18 I have been taking notes tonight on the  
19 amount of people who have been praising Indra  
20 Winquest, and I have a big ledger that I was going  
21 to write down all the people who came in to praise  
22 his wonderfulness. I wanted to get down to facts  
23 that they were going to offer to support his  
24 leadership ability and the thing he's done for our  
25 community, and all I hear is they loved him and he's

1 wonderful, but I don't have any facts. Not one  
2 person who supported him gave a fact that we can  
3 stand and hold a candle to.

4 But what I did hear was those  
5 knowledgeable people that these people call the  
6 "angry eight," wherever they get that from. How  
7 about the intelligent ones, who come to board  
8 meetings and have facts and have information and  
9 have questions.

10 We have two trustees tonight, ex-trustees,  
11 stand up there say that the employee access to the  
12 beach was a bad thing. You don't understand. You  
13 would have lost the beaches to the world's tourists.  
14 An attorney made that decision. The board had to do  
15 what they had to do. They had to end it. It's not  
16 something the board did; it was something the  
17 attorney said because he looked at the beach deed.

18 Ms. Krolick is totally out to lunch. She  
19 has no idea what damage would have been done if that  
20 beach deed hadn't been honored. I don't live in  
21 Incline. I only have beach access. I'm telling you  
22 right now, I know for a fact you would have lost  
23 your beaches. It's just unbelievable the stuff that  
24 comes out.

25 What did we gain tonight by having all

1 these people come forward? And you know what, I  
2 took another thing. A lot of these people are Gail  
3 Krolick's neighbors. The Tirolian mob. They're all  
4 there, screaming what a wonderful job Indra's doing.  
5 One guy wanted to give \$10,000 to start a legal  
6 defense fund for Indra, but the guy won't pay for  
7 his own plowing of his street going to Tirolian  
8 Village, but he'll give \$10,000 to save general  
9 manager so he'll keep plowing it for free.

10 And the other part of the people who have  
11 showed up tonight, we have the whole Tonking family.  
12 I'm not surprised the cousins and the uncles weren't  
13 there.

14 Let's start looking at what is going on  
15 here. We don't have and we haven't had any  
16 financial internal controls. We don't have them.

17 CHAIR DENT: Thirty seconds.

18 MR. WRIGHT: Our budget is a mess. Our  
19 budget is a mess. When you have a board that does  
20 their job and starts asking questions of what's  
21 going on here with our finances, then you have a  
22 board that is responsible.

23 But you people that love Indra, that's  
24 great, you love him, but why don't you ask him to be  
25 accountable. Why don't you ask him to stop blowing

1 our money. Why don't you start being a responsible  
2 citizen and bring facts and information to the  
3 table.

4 Thank you.

5 MR. ABLE: Good evening. This is Mike  
6 Able, 900 Southwood.

7 I do not doubt that Indra Winqest is a  
8 very nice person, a fine husband and father, an  
9 affable and friendly guy to members of community, an  
10 easygoing and congenial boss, and if I dropped a \$20  
11 bill on the way home, he'd run after me to return  
12 it.

13 I also think that he may have been a  
14 pretty darn good recreation manager for many, many  
15 years. But as a general manager, Mr. Winqest, it  
16 pains me to say you don't measure up.

17 Three years ago I met with him at the Rec  
18 Center, and as a former business executive, I told  
19 him how to succeed. I told him to hire smart,  
20 honest, people who were smarter than himself.  
21 Instead, he just hired people who do not threaten  
22 him as a leader.

23 He's retained Susan Herron, who has cost  
24 the District hundreds of thousands of dollars  
25 concealing public records from the public that

1 deserves them.

2 He hired a non-CPA director of finance,  
3 who lacks the ability to understand proprietary  
4 enterprise accounting, and now he's quitting us when  
5 we have to make our report to the State of Nevada.

6 We have a public works team that rotates  
7 like a merry-go-round and can't even manage the  
8 simplest projects or repairs.

9 Winquest offloads personal responsibility  
10 for any major public works project by using the CMAR  
11 contracting system, which guarantees that we as a  
12 taxpayer pays too much for our public work projects.

13 The only bright spot on his résumé is that  
14 of Diamond Peak, which runs like a well-oiled clock  
15 and makes money. But sorry, folks, that's because  
16 it's run by Mr. Mike Bandelin, whose hiring  
17 pre-dated Mr. Winquest's tenure.

18 I'm not here to waste your precious time  
19 to enumerate all Indra's failures. I've submitted  
20 to you for review an account of 15 -- 1, 5 -- of his  
21 failings as a GM.

22 It pains me to ask you to not renew his  
23 contract. Everyone needs to earn a living, but when  
24 they're not doing their job, it's time to move on.

25 The fact is that Winquest as IVGID's

1 senior management has failed the taxpayers  
2 consistently. Whether it's concealing public  
3 records, not following the board and audit  
4 committee's directions, mismanaging public works  
5 projects, pushing the new dog park when nobody  
6 wanted it --

7 CHAIR DENT: Thirty seconds.

8 MR. ABLE: -- or coming to the board with  
9 incomplete and bogus budgets, I'm sorry,  
10 Mr. Winquest, but you just haven't measured up.

11 Thank you, board. Thank you for the  
12 efforts. Good evening.

13 CHAIR DENT: All right. That will close  
14 out item C, public comment.

15 I wanted to -- yeah, I just want to say  
16 something real quick. The meeting is being held at  
17 893 Southwood, where we are today, and the reason  
18 for that is we have a public hearing for our sewer  
19 and water charges. When we have a public hearing  
20 and we notice the community, we can't change the  
21 location. So that is the reason why this meeting is  
22 being held at our location.

23 TRUSTEE TONKING: I was just going to say  
24 it always kind of scares me when the whole  
25 community's here because it makes me feel like I've



1 done something wrong already.

2 But I did want to say that I'm hoping that  
3 us, as a board, and our leadership can make sure  
4 that information is disseminated to the community  
5 with proper timing.

6 I also did not know that the GM's  
7 evaluation was taken off until the after the agenda  
8 was placed, so I'm hoping we can have better  
9 communication for our community going forward.

10 CHAIR DENT: All right. Thank you. It is  
11 7:41, let's take a nine-minute break. We will  
12 resume at 7:50.

13 (Recess from 7:41 P.M. to 7:50 P.M.)

14 CHAIR DENT: All right, folks, we're going  
15 to resume the meeting. We are ready to discuss item  
16 D, approval of the agenda.

17 D. APPROVAL OF AGENDA

18 CHAIR DENT: Are there any questions or  
19 concerns with the agenda?

20 All right. Seeing none. I do have one  
21 concern, and it would be I just felt like it may  
22 benefit us, as a board, to remove item F 5, and take  
23 it off of the consent calendar and just move it up  
24 to G 1. F 5, that is the addition/approve/setting a  
25 fee for the additional rec fees. Just move it up to

1 item G 1.

2 Does anyone have any concerns with that?

3 I think may it may be good to explain that. It

4 sounds like we had some questions on it.

5 TRUSTEE SCHMITZ: I'm looking for the

6 agenda item itself. I'm looking for the beach.

7 CHAIR DENT: G 6, page 3.

8 TRUSTEE SCHMITZ: It's up to the trustees,

9 so this is really your call. But we have been

10 meeting, Trustee Dent provided some good additional

11 perspective, and staff wants to come back to the

12 board with a complete set of options and numbers for

13 those options. I don't have them yet.

14 So, we can defer it to the 28th, unless

15 you want to at least talk about what we're trying to

16 accomplish, but what we're really trying to do, and

17 staff has been working with myself and Trustee Dent

18 to come up with options and costs for alternatives

19 for the board's consideration.

20 So, I would propose we defer it.

21 TRUSTEE NOBLE: I think it would be good

22 to defer it just so we have all the information

23 before we start talking about it.

24 CHAIR DENT: Any other concerns with this

25 item? We will remove item G 6, and the idea would

1 be to bring it back at the next meeting with new  
2 information that staff came up with. I'm not taking  
3 any credit for any of that. Sheila, Mike, and  
4 Hudson came up with a really good plan, and I think  
5 may be something we need to consider.

6 So, item G 6 will be back at the next  
7 scheduled meeting. All right. So seeing those two  
8 changes, anything else by the board?

9 All right. Seeing none, the agenda is  
10 approved as stated. Moving on to item E, reports to  
11 the board.

## 12 E. REPORTS TO THE BOARD

13 E 1.

14 CHAIR DENT: Item E 1 is the 2022/2023  
15 Diamond Peak Ski Resort season wrap-up report  
16 presented by the general manager of Diamond Peak Ski  
17 Resort, Mike Bandelin. This can be found on pages 5  
18 through 31 of your board packet.

19 MR. BANDELIN: Okay. Thanks. Mike  
20 Bandelin for the record as stated.

21 If might make just one comment from the  
22 public comments that you should know as a board and  
23 our senior team knows that I've been working with  
24 the U.S. Department of Agriculture, the U.S. Forest  
25 Service for a couple of months now on the

1 application for the special use permit that contains  
2 about 330 acres at the ski resort.

3 Final application processes are nearly  
4 finished. I actually have a meeting on July 10th to  
5 finalize some of the other stuff, and then we're  
6 going to look at some whitebark pine at the  
7 mountain.

8 But I guess I was remiss, the fact that we  
9 have never done that before. Ten years ago when we  
10 filed the application and received the permit, that  
11 didn't come in front of the board.

12 If that's the wish that the -- I guess I  
13 probably should have conferred with the board  
14 previous to filling out the application, but we  
15 hadn't done that before, and I just wouldn't think  
16 that would be something that you would say no to. I  
17 did not, so I just wanted to make that public.

18 Yeah. Then, again, I say it all the time,  
19 but I just wanted to thank the entire community for  
20 their support of the District's ski venue, and I'm  
21 really proud to be part of the community's winter  
22 recreation experience. It means a lot to me.

23 I have a management style that I get to  
24 receive a lot of compliments and/or not so good  
25 compliments of the operation up there. I listen

1 really well. I think I managed to accommodate a lot  
2 of the requests on the operation and just really  
3 proud to start working towards next season as well.

4       Also just wanted to take a minute to thank  
5 our District HR staff for the tremendous recruiting  
6 efforts and onboarding procedures that has to happen  
7 in order to make the operation work.

8       The snow removal and fleet crews for their  
9 tireless effort this past year of keeping the road  
10 and the parking areas clear of snow for our guests.

11       The IT department for keeping our  
12 operating systems up and running. It's very  
13 important, it's a big job.

14       Our finance department for ensuring that  
15 the transactions are processed accurately and timely  
16 on a daily basis.

17       Most of all, kind of the DP staff that  
18 kept smiling and providing excellent service to our  
19 community and others throughout the winter and  
20 through my, kind of, quiet management style of keep  
21 working, keep working harder and faster, and we'll  
22 get this done. I wanted to take a moment to thank  
23 them.

24       We have the report in front of you. It's  
25 been in the board packet. I think rather than

1 reading through it, it might be just an opportunity  
2 to be able to answer any pertinent questions of the  
3 report.

4 I might add that I took a lot of the  
5 numbers and a lot of the figures and a lot of tables  
6 from different places at different times. So there  
7 might be some anomalies or differences in values,  
8 whether it be from the sources, the revenue side, or  
9 uses and expense side, so just -- and I probably  
10 tried to accomplish that by including each of the  
11 operating months -- December, January, February,  
12 March, and April -- and they're both the sources and  
13 uses financial page and the statement of income,  
14 including other portions of the financial report.

15 I would be happy to answer any questions.

16 And then maybe -- it's always difficult to  
17 provide a report at this level, like end of season,  
18 or even like when we're doing the monthly updates to  
19 include in the general manager's report during  
20 operating season within community service, but at  
21 any given time, helpful feedback is actually what  
22 the board might be interested in in actually seeing  
23 or reviewing in the future, would be just helpful  
24 for us.

25 CHAIR DENT: Thank you, Ms. Bandelin, and

1 congratulations on another successful year. I know  
2 it was difficult up there, but thank you for what  
3 you've done. I will open it up to the board.

4 TRUSTEE TULLOCH: Mike, what -- I'd like  
5 to echo Chair Dent's comments. I think you've done  
6 a tremendous job. Working at another resort, I know  
7 just exactly how difficult this season has been. I  
8 think we're all worn out with shoveling. I would  
9 like to comment on the job you and your staff have  
10 done. Please pass that message to all of them for  
11 me as well. As a fellow shoveler, I greatly  
12 appreciate what we all went through this year.

13 I think it's -- I'd also like to commend  
14 you on the quality of the report. This is great.  
15 It lets us see straightaway what has been happening.

16 I think you mentioned previously in --  
17 when we previously spoke, it looks like the numbers  
18 are down, the visit numbers are down from the  
19 original projections, but I think you said it was  
20 difficult to record them all properly this year  
21 because of the lack of verified ID; is that correct?

22 MR. BANDELIN: That is correct, yes. I  
23 can speak to that a little bit.

24 Even though your yield numbers, like  
25 first-year visit, your yield numbers throughout the

1 activities or ancillary business would be lower, but  
2 the calculations that you see on that particular  
3 page of only 21 percent of pass holder visits out of  
4 the total skier visits, that's 19,000 visits, and  
5 that's -- we know we presented in March the numbers  
6 for season passes, and that's -- if you say 8,400  
7 season passes, that's 2.3 visits per person, per  
8 pass. To me, that is just an awfully low number.

9       Then I absolutely included in the report  
10 the national average when we're having meetings and  
11 discussion with our peers, it's climbing above 50  
12 percent now.

13       So, I would say if we say there was the  
14 same amount of passes, 8,400, but they came seven  
15 times, that would be 58,000 visits, and then we keep  
16 the same paid number of visits, 74,000, it's 132,000  
17 visits. That would be closer to what I projected.

18       TRUSTEE TULLOCH: I wanted to give you  
19 credit for that high number. It looked low against  
20 the projections, but I think the number is well  
21 understood here.

22       One final question: Do these revenue  
23 numbers, does that include next year's season pass  
24 deals?

25       MR. BANDELIN: No, it does not.



1 TRUSTEE TULLOCH: Excellent. Okay.

2 Thanks for a great job.

3 TRUSTEE SCHMITZ: Mr. Bandelin, I, too,  
4 would like to thank you for a comprehensive,  
5 concise, and complete report. You do a great job,  
6 and it was also reflected in how you presented the  
7 budget numbers. You went above and beyond. You  
8 didn't just do revenue and expenses, you actually  
9 then talked about net income and margins and  
10 whatnot. So, thank you for going through that  
11 effort.

12 I think you really do set the bar, and  
13 thank you for that.

14 I just have -- the only question I really  
15 have is on page 9, and then it also shows up in the  
16 later charts, but at the top in table 3, it looks  
17 like, you know, we are being less than what we  
18 project for the rental equipment, units, and  
19 lessons, and I'm just curious if you have some  
20 insight as to why those numbers happen to decline  
21 for this year?

22 It looks like you're putting it back up  
23 again for the budget for next year.

24 MR. BANDELIN: Yes. So, when I take --  
25 when I built these metrics, they are really designed

1 to be able to, like, inform the budget, they're  
2 designed to track business levels, and then they're  
3 designed to be able to analyze business trends for  
4 the future.

5       When we're in the middle of December, in  
6 January doing financial analysis and presenting  
7 budgets and working on financial plans for budgets,  
8 it's -- we're already -- we're just barely, like, 20  
9 days into the season. We've seen those types of  
10 numbers before.

11       One particular aspect of the lesson units  
12 being down this year is -- and I hope this  
13 changes -- we can only provide lessons if -- units,  
14 they can only grow if you have the staff to do that.  
15 We're just seeing a shrinkage in staff.

16       But, as I noted in the report, there's  
17 signaling signs we're getting more people to apply,  
18 coming out of the pandemic and, hopefully, that  
19 remains true in the future.

20       Then we had a particular case this year  
21 when we were working with a lot of entities in town  
22 that we get a lot of the lesson units from the  
23 schools and so forth.

24       We had to make a really hard decision  
25 was -- because we didn't have the staff to be able

1 to accommodate, even though lessons for these  
2 particular large groups don't happen until after the  
3 holidays, we had to make a decision that we couldn't  
4 accommodate a lot of these groups because we didn't  
5 have the staff early on.

6       We tried to work with the groups getting  
7 chaperones to do that and it was -- they couldn't  
8 come up with a real solid scenario with their  
9 insurance and so forth to be able to accommodate  
10 that.

11       We hope that lessons go up in the future.  
12 That's a really good question. I could give you a  
13 couple of examples real quick on what happened with  
14 lessons, if I could find my sheet. The cost per  
15 unit went up -- I think I misplaced it.

16       So, yeah, we have high hopes that we can  
17 continue to staff to be able to accommodate more  
18 lessons in the future. That's kind of -- as an  
19 operator, that's a really kind of one of your  
20 mantras is that you want to be able to teach people  
21 how to ski, have them become skiers and riders, and  
22 come five, six times a year to grow the sport.

23       CHAIR DENT: Any other questions?

24       TRUSTEE TONKING: Thank you for all you  
25 did. It was a great year, so thank you.

1 CHAIR DENT: All right. Mr. Bandelin,  
2 that'll do it. Thank you to you and your staff.  
3 Appreciate it.

4 That will close out item E 1. Moving on  
5 to item E 2.  
6 E 2.

7 CHAIR DENT: Treasurer's report.  
8 Requesting Trustee Treasurer Ray Tulloch. This is  
9 the payment of bills for payments exceeding \$50,000,  
10 and can be found on page 32 of your board packet.

11 TRUSTEE TULLOCH: Thank you, Chair Dent.

12 In terms of the bills paid, you'll see a  
13 particular large one for the golf for turf starring.  
14 That was for two fairways. One was in last year's  
15 budget, and the second was on this year's budget.

16 Just interesting, when I went through the  
17 invoices, it was interesting to note that the cost  
18 of each of these was something like 93,000 bucks,  
19 the cost of the basic machine was only 40,000 bucks,  
20 that was 45,000 bucks worth of other add ons and  
21 additions. I'm assuming it's more blades and  
22 various different things, but I just not -- I  
23 noticed it, and it was of interest to myself.

24 The specialty flooring window design was  
25 for new carpets in the Chateau. NV Energy, just as

1 the usual. And I've got to apologize -- oh, yes, I  
2 do remember. State of Nevada, the NDEP, DWPC was  
3 for the cost of the arranging the loans, the NDEP  
4 cost of that. That was separate to the arrangement  
5 fee to the bankers.

6 I do also have a list of some of the  
7 changes -- the final changes in the 440 form,  
8 submitted to the State. I actually printed them  
9 off, but forgot to get them from my printer.

10 CHAIR DENT: He will be sending those to  
11 us.

12 TRUSTEE TULLOCH: Yep.

13 Just some of the changes, the forms  
14 reflecting the beach facility revenues at 3.5  
15 million, based on the new fee. Beach facility fee  
16 revenues is reflected as non-operating revenue on  
17 the state budget forms as previously requested by  
18 the board.

19 At the Mountain Course, operating budget  
20 was reduced by an additional 50,000 in the final  
21 budget. We discussed that at the last board  
22 meeting. Mr. Winquest and Mr. Howard stepped up and  
23 reduced another 50,000-something, as the board  
24 agreed. We'll keep a close eye on that because we  
25 all reckoned it was quite a real stretch.

1 We did do some adjustments on the state  
2 forms in cash flow because the cash flow originally  
3 showed the full 57 million of borrowing for the  
4 pipeline happening in the next fiscal year, which  
5 there's no way that's going to happen, so we  
6 adjusted that down to reflect closer to the real  
7 cash flow. And the '23/'24 fund balance, the  
8 beginning fund balance, was outdated to reflect our  
9 estimated end for this fiscal year.

10 We haven't heard back from the State.  
11 I've been working with Mr. Navazio, we haven't heard  
12 back from the State. We have a few, small, couple  
13 corrections to make, but we'll wait for the State's  
14 response first.

15 Thanks to everyone that made last-minute  
16 contributions as well, some audit committee members,  
17 some trustees, and things. It was a fairly hectic  
18 day on the Thursday after the board meeting to get  
19 everything completed. Thanks to Mr. Navazio and  
20 Mr. Winquest for supporting that.

21 CHAIR DENT: Thank you, Trustee Tulloch.  
22 We appreciate the update on both those items.

23 Any questions for Trustee Tulloch?

24 TRUSTEE SCHMITZ: I don't know, Trustee  
25 Tulloch, if this is a question for you or our

1 general manager or director of finance, but in the  
2 supplemental materials that were provided to us at  
3 the last meeting, and it happens to be the one that  
4 had food and beverage, it had a food and beverage  
5 revenue that was titled "community services admin."

6       And I know I'm not probably the only  
7 trustee who asked this question of why -- what is  
8 this? In your process of doing these forms, did  
9 that ever become clear?

10       TRUSTEE TULLOCH: No. We never looked at  
11 that in depth. I have been discussing with  
12 Mr. Navazio and Mr. Winquest, we've been discussing  
13 that as part of looking at the overall food and  
14 beverage stuff. Hopefully, I'll be able to provide  
15 further information on it at the next board meeting.

16       But, yeah, it jumped out to me as well.  
17 There's several things in that, and I think that's  
18 always a danger when things come to the board,  
19 supplemental information comes an hour before the  
20 meeting.

21       We are looking at it to try to -- I think  
22 there's still several -- few corrections to still be  
23 made there.

24       CHAIR DENT: Any other questions?

25       I think that's it. Thank you, Trustee

1 Tulloch. That will close our item E 2. Moving on  
2 to item E 3.

3 E 3.

4 CHAIR DENT: General manager's report for  
5 June 14th, 2023. Requesting staff member District  
6 General Manager Indra Winquest. It can be found on  
7 pages 33 through 54 of your board packet.

8 MR. WINQUEST: Indra Winquest, District  
9 General Manager.

10 Brad wants to make a quick announcement to  
11 the board and to the community. So I'm going to  
12 go -- it wasn't -- the information came in after I  
13 produced the GM report, so I'm going to go ahead and  
14 let him give you a little information.

15 MR. UNDERWOOD: Yeah, thank you, Chair and  
16 trustees. Brad Underwood, Director of Public Works.

17 Next Tuesday is a big day on the pipeline  
18 project. We will be cutting over from the new  
19 pipeline alignment to the existing pipeline  
20 alignment. Staff is going to be working on --  
21 starting on Monday, actually, the IVGID staff to  
22 help that process along, as we have to drain the  
23 pipe back. All the basins -- or several basins of  
24 the treatment plant are empty, so we got some  
25 storage there, of course, but the storage is



1 limited.

2 We're going to send out a message to the  
3 public that we are requesting from 5:00 A.M.,  
4 Tuesday morning to 5:00 A.M., Wednesday morning if  
5 they could refrain as much water as possible to  
6 assist us. Of course, you got to use your toilet  
7 and things like that, but if you don't use your  
8 washing machine and your dishwasher, maybe that will  
9 help us out. That's the request.

10 CHAIR DENT: I have a question: How is --  
11 as far as what we were projected to do and where we  
12 are, how is Granite Construction shaking out with  
13 the production as we're about to turn this line?

14 MR. UNDERWOOD: There's been some  
15 significant weather impacts. We lost the first week  
16 of opportunity with the snow storms that hit. We  
17 have had some rain days as well.

18 We're, of course, going to achieve the  
19 segment of getting out of way of the NDOT works.  
20 That's what next week is all about.

21 Then they all continue on with the  
22 additional thousand feet. Not sure whether we'll  
23 get all that in, but the intention is if they don't,  
24 they'll come back in the fall and finish that piece.

25 So, everything is intended to get done.

1 Whether we get that target done, just because of  
2 some of the weather issues we've had, is yet to be  
3 seen.

4 CHAIR DENT: Understood. Can't control  
5 the weather. Thanks for the update.

6 TRUSTEE SCHMITZ: Mr. Underwood, will --  
7 I'm assuming you will be sending some sort of an  
8 email blast out to our community, informing them of  
9 Tuesday's request?

10 MR. UNDERWOOD: Yes, there will be that,  
11 and there will be signs on some of the venues and  
12 things like that. So, we'll try to get the word  
13 out.

14 CHAIR DENT: General Manager Winqest?

15 MR. WINQUEST: Thank you, Chair.

16 Before I begin, I think I would be remiss  
17 to not just say thank you to the members of the  
18 community that came out to support me. It's been a  
19 humbling opportunity to serve the community for the  
20 last 20 years. I appreciate that.

21 I know the meeting's already long, so I'll  
22 be brief in the GM report. I just -- I'd like to  
23 point out, I believe most of you received the chart  
24 on page 35 for Mr. Howard as part of the weekly  
25 highlights that I send out, he is here in the back

1 if there's any questions about that. I know we sent  
2 out an updated week two this last weekend in my  
3 weekly highlights.

4       And then also, per the request of the  
5 board, on page 41, we have included the amount of  
6 time that's been tracked by staff to produce public  
7 records. I'm sorry I didn't have the time to equate  
8 that into dollars, but if that's what the board  
9 would like to see, we can certainly do that for the  
10 next time this gets reported.

11       That is basically tracking by our staff at  
12 each venue that works on these public records  
13 requests. Most of the staff are management staff,  
14 and they are -- most of them are exempt as well.  
15 I'm happy to answer any questions about that.

16       And then there's an LLC closeout report  
17 that starts on page 42, as provided by Engineering  
18 Manager Nelson.

19       And then beginning on page 45, we're just  
20 going to continue to give the updated contract,  
21 board policy and practices list as we start looking  
22 to update when we think the board -- some of these  
23 policies and practices have not been reviewed by the  
24 board in many years, so we're trying to get some  
25 placeholders on the long range calendar. And,

1 really, it's going to be an ongoing thing. Ideally,  
2 you should be reviewing these policies and practices  
3 every three to five years for relevance, any changes  
4 in the Nevada Revised Statutes, applicable law, or  
5 anything like that.

6       So, we'll just continue to update you on  
7 that. As you can see in the long range calendar,  
8 there are some policies and practices that will be  
9 upcoming over the next few months for the board to  
10 review and potentially revise.

11       Other than that, I am happy to answer any  
12 questions about the general manager's report.

13       TRUSTEE NOBLE: My only request would be  
14 to have the public records requests to have the  
15 total dollar amount, but then also the total number  
16 of requests, so we get an idea of just not only the  
17 hours being spent, but how many hours on average per  
18 request, just so we have a ballpark idea.

19       MR. WINQUEST: Got it. Thank you.

20       TRUSTEE TULLOCH: Just to follow up on the  
21 policies and processes, just for information for the  
22 board, we had a kick-off meeting with Moss Adams on  
23 Tuesday, and that was one of the things that we  
24 agreed that they would also be looking at the  
25 policies and procedures, give us some guidance on

1 best practices on where some of these policies and  
2 procedures are out of date as well, so we can get a  
3 three-way vision of it just to see where we need  
4 improvements.

5 Couple quick questions for Mr. Winqest,  
6 and Mr. Underwood since you're there.

7 The first one, the effluent storage tank  
8 project where you're working with TRPA to determine  
9 slope stabilization, we did have a discussion -- we  
10 did talk about it yesterday, but I think to let the  
11 community know as well. My concern was, obviously,  
12 that this was going to increase the cost. Perhaps  
13 you can advise the board of that.

14 MR. UNDERWOOD: Yeah, so staff has been  
15 working very hard on making sure we don't have  
16 increased costs where not necessary.

17 We worked with the TRPA staff to allow us  
18 to utilize the existing, kind of what the existing  
19 slope looks like, because initial discussions might  
20 of required either a retaining wall or a rock facing  
21 the entire slope. We didn't think that was  
22 advisable, plus the view shed and things that might  
23 come up with that. The TRP staff met us out there  
24 and were amenable to that.

25 We will just have to monitor the erosion

1 or non-erosion, hopefully, that occurs over the next  
2 five years. They'll come out after three years, and  
3 then we'll have to leave a minimal, 20,000 or  
4 something, deposit with them in case there's issues  
5 that arise.

6 So, good news, there won't be any  
7 unanticipated extra costs with that work.

8 TRUSTEE TULLOCH: I appreciate that. I  
9 wanted to make sure everyone's is aware of that  
10 because I think everyone's, the whole community is  
11 worried about the spiraling costs. They want to  
12 make sure we've gotten that nailed down.

13 Thank you, Mr. Underwood.

14 Mr. Winquest, on page 2 of your report,  
15 the Incline Beach house project, perhaps you can  
16 clarify what that is. That is also getting asked by  
17 the community in terms of that. I'm not quite sure  
18 I understand where it is. I wanted to make sure we  
19 haven't -- between the board and the staff, we  
20 haven't dropped the ball on this. I think  
21 everyone's aware of it's a priority project still.

22 MR. WINQUEST: Actually, I've been asked  
23 quite a bit, so I actually reached out to  
24 Chairman Dent, we had a discussion a couple nights  
25 ago about this, and it sounds like the next step

1 will be an additional FlashVote survey.

2 CHAIR DENT: We're not supposed to talk  
3 about that.

4 MR. WINQUEST: Okay.

5 So, basically, I've asked the question  
6 because I'm getting a lot of questions as well. All  
7 I know right now is we reduced the dollar amount in  
8 the budget to \$4 million, it's in the current  
9 budget, and I believe that Chairman Dent will be  
10 working on next steps.

11 CHAIR DENT: Yeah. Good synopsis of that.

12 I would say I had spoken with -- last week  
13 and this week, I've spoken with staff. The idea is  
14 to follow internal policies as it relates to public  
15 works, and the soonest that staff could bring back  
16 an item would be the first meeting in July, because  
17 staff is now required to have their items submitted  
18 two weeks in advance. They're preparing for it.

19 The idea would be the very first meeting  
20 in July, we would have something to kick around and  
21 report on.

22 You can follow up with Brie or Kate or  
23 Hudson to get any details as it relates to what  
24 they're looking at. But the staff understands what  
25 the budget is. The budget's been set.

1 And so I think staff is working on putting  
2 a plan together that could meet the needs of the  
3 community, based on the feedback received; however,  
4 doing it in a manner that, I would say it's fiscally  
5 responsible, but also meets the needs to community.

6 TRUSTEE TONKING: Are we not going to go  
7 over the results from said survey, from the past  
8 one?

9 CHAIR DENT: No. The idea would be we  
10 would put the results in the packet at that next  
11 time.

12 TRUSTEE TULLOCH: One final comment on  
13 the -- thanks for producing the revenue breakdown on  
14 the golf courses. I think -- I've spoken with  
15 yourself and with Director Howard as well. I'd like  
16 to see how this is stacking up, both in terms of  
17 what are revenue targets for the week were, and also  
18 the utilization level, I received a request on that  
19 from that golf community as well. If you're  
20 charging all this much, what's happening with the  
21 utilization? So it would be to see the utilization  
22 as well.

23 And the projected budget revenue doesn't  
24 need to be exact, even if you just divide it by 20  
25 weeks or whatever your projection is, just to give



1 us an idea so we can get some early warning.

2 It is a fairly aggressive revenue target,  
3 so I want to make sure that we've got an early  
4 warning if something's tracking back, I'd like to  
5 see that.

6 Thank you.

7 TRUSTEE TONKING: I actually was going to  
8 talk about that in my trustee update. Director  
9 Howard just pulled it for us, and I can get a copy  
10 to everyone can have it too. We can talk about  
11 that.

12 MR. WINQUEST: Yeah, we did have that  
13 conversation. I've talked to Director Howard, so,  
14 yeah, we will be looking at provide -- looking to  
15 provide what you've asked for, as well as actuals  
16 from the prior year so we can compare what we're  
17 doing. Like, for instance, you have May 26th  
18 through June 1st, we'll be able to show what we did  
19 May 26th through June 1st last year. Granted, early  
20 and late, you may have weather factors and smoke and  
21 things like that.

22 But I fully understand that that would be  
23 helpful for trustees as well as staff.

24 CHAIR DENT: Any other questions?

25 TRUSTEE SCHMITZ: I'm going to start with

1 the golf report. Thank you for this.

2       What we really need to see is how these  
3 numbers stack up with what was in the budget,  
4 because what was in the budget was to have a goal  
5 revenue of \$78.67 per round for all these play  
6 passes. So once again, I had to go and add  
7 everything up and divide and calculate and come to  
8 the realization that these numbers result in a  
9 ten-percent deficit to that; it comes out to be  
10 \$71.51.

11       So, when we do these, we need to go back  
12 and then actually compare them to what was in our  
13 budget so that we can see how we are performing to  
14 our budget with the play passes in particular, those  
15 are the numbers I was looking at was the play  
16 passes.

17       And I know that there's a few things in  
18 here -- do we have an answer of why this is revenue  
19 for food and beverage and community services? I  
20 know I'm not the only trustee who has asked that  
21 question.

22       MR. WINQUEST: Yeah. I know there was an  
23 email that went out. I apologize that we haven't  
24 gotten you an answer yet. I think we just need to  
25 double check -- I'll have Mr. Navazio double check

1 where we pulled that data from.

2 And it's possible we can give an update by  
3 the end of the meeting. But no matter what, we'll  
4 make sure that we update the trustees via email on  
5 that, and we can include that.

6 Point well taken on your request for the  
7 golf report.

8 TRUSTEE SCHMITZ: And then I just have a  
9 list of things that the board has asked for in the  
10 past, and I don't believe we've gotten answers for.

11 I think that the board had asked a  
12 question about the IVCBA advertising. And I think  
13 we had also asked for food and beverage weekly  
14 reports, and I know we saw a report, this week, in  
15 your general manager report, but once again, it was  
16 only revenue, it didn't have expenses, and I think  
17 our concern is expenses because that's where we've  
18 been losing money. I think we need to take a look  
19 at that.

20 And then I'm wondering if we could please  
21 add on your list where you have on pages 48 and 49,  
22 where we have the policy resolution. It starts on  
23 the bottom of 48 and then goes into 49.

24 When I was working with Mr. Navazio and  
25 updating the report that went out with the state

1 forms, on rec the fee, there were number of  
2 resolutions that were listed that are not here.

3 That's 419, 420, 450, 1261, 1262, 1750, and 1785.

4       So if we could please have a complete and  
5 comprehensive list, because when we have a report  
6 that references resolutions, we should be able to go  
7 someplace and read those resolutions. And right  
8 now, they're missing from this list and from the  
9 website. So if we can get those updated.

10       And I thought we had done this last year.  
11 I remember discussing this last year. So, I'm just  
12 not sure what happened with that.

13       And I know that you and staff have been  
14 working on punch card strategy, and if we could  
15 potentially get it on our agenda for the end of the  
16 month, I think it would be helpful. And if you're  
17 able to produce something for us to at least look at  
18 and absorb, I think that would be helpful as well.

19       Thank you.

20       MR. WINQUEST: Yeah, I'll note these, and  
21 I'll talk to Ms. Herron about these policies to make  
22 sure -- I think there was -- I think we responded in  
23 an email why a few of these weren't on there yet,  
24 but I will follow up and make sure we get that done.

25       Yeah, so all comments duly noted. Thank

1 you.

2 CHAIR DENT: Any other questions?

3 All right. That will close out the

4 report. Thank you very much. That closes out item

5 E 3.

6 Moving on to item F, the consent calendar.

7 F. CONSENT CALENDAR

8 CHAIR DENT: Is there a motion to accept

9 the consent calendar as approved?

10 TRUSTEE TONKING: I move that the board

11 accept the consent calendar.

12 CHAIR DENT: Motion's been made. Is there

13 a second?

14 TRUSTEE TULLOCH: Seconded.

15 CHAIR DENT: Motion's been made and

16 seconded. Any further discussion by the board?

17 See none, all those in favor, state aye.

18 TRUSTEE TONKING: Aye.

19 TRUSTEE TULLOCH: Aye.

20 TRUSTEE NOBLE: Aye.

21 TRUSTEE SCHMITZ: Aye.

22 CHAIR DENT: Aye.

23 Opposed? Motion passes 5/0. All right.

24 That closes out the consent calendar. Moving on to

25 item G 1, formerly F 5.

1 G. GENERAL BUSINESS

2 G 1.

3 CHAIR DENT: Subject is review, discuss,  
4 and possibly approve setting of fee for the purchase  
5 of additional recreation passes for 2023/2024 in  
6 accordance with Ordinance 7, paragraph 104. This  
7 can be found on pages 85 through 87 of your board  
8 packet.

9 Thank you, Sheila. Do you want to do just  
10 a brief overview of what we're doing with this item?

11 MS. LEIJON: Certainly, Chair Dent and  
12 Trustees. I'm trying to be formal for the first  
13 time ever. Sheila Leijon, Director of Parks and  
14 Recreation.

15 So, when we made the decision to not have  
16 a recreation fee, it affected our non-beach access  
17 properties. And what we determined, as we moved  
18 into selling or possibly selling additional cards,  
19 is that the fee and the value is at zero.

20 I'm coming to you today to ask for your  
21 recommendation and approval on setting a fee, and my  
22 suggestion would be that it would be \$91 to be  
23 consistent.

24 CHAIR DENT: Thank you for that.

25 I did ask to pull this item from the

1 consent calendar. I just feel like it's an  
2 important step for us to be involved in. This is --  
3 I think we have never, as a board, set a fee for the  
4 rec fee, it's always just been -- staff has just  
5 decided it's been one-fifth of whatever the overall  
6 rec fee is.

7       And with us not charging a rec fee or  
8 taxing the parcel owners, we ran into a little bit  
9 of an issue, and there was a lot of confusion around  
10 this item. I think it's important moving forward  
11 that every board sets the rec fee, per the  
12 ordinance, and then we don't run into this issue  
13 moving forward.

14       Any other comments, questions regarding  
15 this item?

16       TRUSTEE TONKING: This is probably a  
17 question for Director of Finance Navazio, if he can  
18 come.

19       But my question is: How are we accounting  
20 for the punch cards that we're getting for people  
21 with beach access? Are we assuming that \$91 is all  
22 going to beaches, or are we still doing the same as  
23 we've been doing it?

24       Because now this is getting a little  
25 convoluted in our funds, and I'm a little confused.

1 MR. NAVAZIO: The revenue from the beach  
2 facility fee is going a hundred percent to the beach  
3 fund. When folks use their punch cards, the kind of  
4 revenue comes through the system in the venue that  
5 they're using it, but then we sort of back it out  
6 because it's not the real revenues, that's the  
7 contra revenue. Okay?

8 I think the other piece is for when you  
9 purchase additional punch cards, those -- that  
10 revenue is deferred and not recognized as revenue  
11 until they're actually used. And of course we  
12 haven't seen a whole lot of that come through yet,  
13 but the practice has been that that revenue is  
14 recognized at the venue where the user of the punch  
15 card uses the punch card.

16 MS. LEIJON: I might mention that it's  
17 very rare that we would sell an additional punch  
18 card to a non-beach property because the use of that  
19 punch card would be very limited.

20 So, they could possibly buy down tennis  
21 rec, but it's kind of nonsensical to purchase that  
22 and not just pay cash out of pocket.

23 I believe in my reference to how many  
24 we've sold, last year it was four to non-beach. So  
25 it's really a nonissue when it comes to non-beach



1 punch cards.

2 The question is more about the additional  
3 Picture Passes. Again, which have very different  
4 value because they have no beach, no guests at  
5 beach, obviously, and no golf, so where they can use  
6 those additional cards is limited.

7 We are not in the business of telling  
8 people how to purchase their cards or their  
9 privileges; we are in the business to accommodate  
10 their requests.

11 TRUSTEE TONKING: Okay. I'm okay with  
12 this for right now. My problem is going to be once  
13 we use up all of the fund balance, because then I no  
14 longer think what's being said in here is actually  
15 applicable, and I actually think we would be  
16 violating our process.

17 MS. LEIJON: I agree.

18 TRUSTEE TONKING: Okay. Great.

19 TRUSTEE TULLOCH: I agree with the  
20 proposal. I think that's what I stated last time at  
21 the last board meeting. It just made sense.

22 I don't think we should disadvantage  
23 Crystal Bay residents by not enabling them to have  
24 the additional Picture Passes.

25 I do a one question: Why are the -- the

1 punch cards expire on the 31st of May, but the  
2 additional Picture Passes expire -- last for a year.  
3 Why do -- why have we not synchronized these? Why  
4 are they not both just expire on the 31st of May?

5 MS. LEIJON: Because we set the fee -- we  
6 changed the fee on June 1, so we would expire the  
7 punch cards, but not the Picture Passes, on that  
8 date.

9 That can be extended for a period -- well,  
10 actually, these cannot. They expire a year from  
11 issuance. A normal Picture Pass could go as long as  
12 five years.

13 So we've just adjusted it make it more  
14 user friendly for the person who purchases it so  
15 they have a value for one year, as opposed to punch  
16 cards.

17 TRUSTEE TULLOCH: I was just thinking it  
18 would be much simpler to just expire on the same  
19 date and that would -- because there are additional  
20 and they're based on the previous year's cost.

21 I mean, in the extreme, if someone was  
22 really trying to game the system, suppose the rec  
23 fee went up a hundred percent next year, they could  
24 theoretically buy an additional Picture Pass on the  
25 30th of May and get much more than -- get 180 bucks

1 worth of value from it.

2 I just thought it would make more sense

3 that they all expire at the same time.

4 MS. LEIJON: That's a good point. I'll

5 make a note of it, and when we review Ordinance 7,

6 that's something we'll discuss.

7 TRUSTEE TULLOCH: It would certainly make

8 more sense.

9 Director Navazio, what do we do with the

10 value of the unused Picture Passes? I suspect from

11 what I see in the community and the people I speak

12 to, there's an awful lot of people with unused punch

13 cards.

14 MR. NAVAZIO: So, if folks -- are you

15 talking of the original five?

16 TRUSTEE TULLOCH: Yes.

17 MR. NAVAZIO: Nothing, because we

18 recognize that revenue when we collect the facility

19 fee, and then we have that money whether folks use

20 it or not.

21 The additional cards that are deferred

22 revenue are recognized, and then when expire, we

23 actually recognize the rest of the revenue. So,

24 eventually we recognize the revenue of the

25 additional punch cards in June for any balance of

1 unused punch cards from the additional purchased.

2 TRUSTEE TULLOCH: Thank you. I just  
3 wanted to make -- I've had a lot of feedback. A  
4 large part of our community demographic is, shall we  
5 say, like myself, slightly more elderly couples, and  
6 there's quite a large percentage of two Picture  
7 Passes and three punch cards, most of the value of  
8 which the punch card is not normally used. I've had  
9 a lot of feedback from the community that we've  
10 reduced the rec fee, so they're not having to pay  
11 for something they can't use.

12 TRUSTEE SCHMITZ: Just a question about  
13 purchased Picture Passes: Do you recognize the  
14 revenue of purchased Picture Passes like you do  
15 punch cards?

16 MR. NAVAZIO: Yeah. I'm hesitating  
17 because I need to double check whether or not for  
18 the Picture Passes we -- my sense is we would  
19 recognize the revenue when they're purchased;  
20 whereas the additional punch cards, it's deferred  
21 revenue until people use that punch card at a venue.

22 But I'll double check. I haven't looked  
23 at that yet.

24 CHAIR DENT: I don't want to get off topic  
25 on this. We can have a further discussion on this

1 item.

2 Trustee Tonking, do you have something

3 additional to add?

4 TRUSTEE TONKING: I'm just going to move

5 us.

6 I move that the Board of Trustees approve

7 setting the fee of \$91 for the purchase of

8 additional recreation passes to those parcel owners

9 who decide to purchase an additional recreation pass

10 in accordance with Ordinance 7, paragraph 104, as

11 long as fund balance exists.

12 CHAIR DENT: Motion's been made. Is there

13 a second?

14 TRUSTEE TULLOCH: I'll second.

15 CHAIR DENT: Motion's been made and

16 seconded. Any further discussion by the board?

17 I'll call for the question. All those in

18 favor, please state aye.

19 TRUSTEE TONKING: Aye.

20 TRUSTEE TULLOCH: Aye.

21 TRUSTEE NOBLE: Aye.

22 TRUSTEE SCHMITZ: Aye.

23 CHAIR DENT: Aye.

24 Opposed? Motion passes 5/0. Thank you.

25 That closes out item G 1. Moving on to item G 2,

1 formerly G 1.

2 G 2.

3 CHAIR DENT: Discussion of Resolution

4 1903, resolution approving the amendments to the

5 sewer and water schedule of service charges,

6 Ordinance 2 and 4, respectively. Requesting staff

7 member Director of Public Works Brad Underwood.

8 This can be found on pages 721 through 857 of your

9 board packet.

10 MR. UNDERWOOD: Thank you. Yeah, this is

11 a discussion of Resolution 1903 to amend the sewer

12 and water schedule service charges.

13 I have with me Shawn Koorn, who has a

14 short presentation. We've been with you before. I

15 just want to thank Shawn for being here on his

16 birthday. He did get to have a video call with his

17 kids, so that's a great thing.

18 CHAIR DENT: Happy birthday, Shawn. How

19 many minutes do you need for your presentation?

20 MR. KOORN: Five, at least.

21 CHAIR DENT: All right. Let's go.

22 MR. KOORN: Thank you, Chair Dent,

23 trustees. I appreciate the opportunity to be here.

24 As we've talked through this several

25 times, I just have some key summary results of the

1 study. As you remember when go through a rate  
2 study, it's a three-step process.

3       Revenue requirement determines the overall  
4 revenue needs for each of the utilities on a  
5 standalone basis. Cost of service, which gets to  
6 our portionality between rates schedules or customer  
7 classes. So, how we charge residential versus  
8 commercial versus irrigation, as an example. And  
9 based on those two analyses, we develop the rate  
10 designs which ultimately give us those rates that we  
11 collect.

12       So to summarize the revenue requirement,  
13 we did show that both utilities need revenue  
14 adjustments. That's needed to adequately fund our  
15 current, what we had in the budget when we started  
16 the study and those projections out over the next  
17 several years for our operating and maintenance  
18 expense, or O & M.

19       We also have that in place to fund our  
20 capital improvement needs and annual debt service  
21 payments that are on the books today that we need to  
22 carry forward and what we're planning for in the  
23 future.

24       And then also maintain district financial  
25 policies, so maintain target reserve balances, debt

1 service coverage ratios, et cetera.

2 Just as a point of reference, the overall  
3 system revenue adjustments, what we're calculating  
4 for this current year now, are slightly less than  
5 what we projected last year.

6 So when I was here last time that we  
7 talked to you, it's just a little difference, but it  
8 is lower than what we were.

9 And also it's important for the public to  
10 understand that the overall system revenue  
11 adjustment may not equal their customer bills. So  
12 when we develop the cost of service, we take into  
13 consideration those different characteristics.

14 So here's an example of what those average  
15 bills would be:

16 Currently, a water utility customer using  
17 10,000 gallons, including the base charge capital  
18 improvement admin fee and defensible space, would  
19 pay \$54.98. That is proposed for in this ordinance  
20 and process to increase to \$59.39.

21 The future projections are there for the  
22 board's reference as you evaluate this as move you  
23 forward.

24 Similar process for the sewer utility,  
25 based on 3,000 gallons, the base charge capital



1 improvement, and admin fee, currently \$72.78,  
2 increasing to \$82.39.

3       Based on that revenue requirement, we  
4 developed the cost of service. We did notice that  
5 there were some cost differences between serving  
6 your different customer classes of service, and  
7 that's going to happen each time you do a  
8 comprehensive study. We have different system  
9 characteristics, different system costs, and  
10 different customer characteristics, so folks will  
11 change their habits, how much water they're using,  
12 as an example, based on what's going on at that  
13 time, whether there's more folks in the household,  
14 maybe there's less, there's weather changes, et  
15 cetera.

16       On the water side, what we really saw is  
17 that's driven by the peak use. So the need for  
18 summertime irrigation, outdoor use by residents, and  
19 commercial customers. On the sewer side, they're  
20 very minimal. Came out very clean, within a  
21 reasonable range.

22       It's important to note that this is a  
23 point in time. We're looking at this current year's  
24 revenue requirement and current customer  
25 characteristics.

1 At this point on the sewer side, we're not  
2 recommending any adjustments; on water, we're  
3 recommending additional adjustments, which we  
4 started during the last study, for the irrigation  
5 customers.

6 This is a slide we kind of talked about  
7 last time when we thought about how are we adjusting  
8 rates. On the left side for fiscal year '23, that's  
9 our current revenues and our percent of total  
10 revenue. As you go across the page to 2028, then  
11 that tells us what those current revenues for our  
12 projections as well as based on the cost service  
13 results.

14 And what you can see is on the far right  
15 side where it says "total percentage change," the  
16 cost of service for residential and commercial  
17 water customers said that that should go up overall  
18 35.2 percent versus the cost of 33.4, so just  
19 slightly over that.

20 And then irrigation goes up 58.4 percent,  
21 or just slightly below the cost of service projected  
22 over the five years.

23 What we've done is we've pushed up more on  
24 the irrigation rates in the rate schedule and  
25 balance that as we go over time.

1 For the sewer side, everything is adjusted  
2 equally. So, we look at the overall percentage  
3 adjustment and move from there.

4 As we get into designs, we took that into  
5 consideration to develop those additional increases  
6 to the irrigation customers, nothing for sewer, as I  
7 mentioned. As we went through the process, we're  
8 recommending the same structure or how you bill the  
9 customers. We're only recommending changing the  
10 level of the rates at this point in time.

11 And then we do and did develop a  
12 transition plan to collect a slightly more costs  
13 through the fixed charge, or that base charge, to  
14 reflect how the costs are incurred by the District  
15 for each of the utilities.

16 What does this look like? Here's that  
17 regional comparison. This is the combined water,  
18 sewer bill. As you look at this, you can see as you  
19 go across the page, still very some comparable with  
20 this present and proposed adjustment that you're  
21 considering to the other agencies around Lake Tahoe  
22 and the region. It gives you an idea of what others  
23 are charging just as a point of recognition as you  
24 evaluate this.

25 With that, I will turn it back over to the

1 Chair.

2 CHAIR DENT: Thank you. We appreciate the  
3 brief presentation. I just have a couple quick  
4 questions and then hand it off to the team.

5 We were just notified a couple months ago  
6 regarding the huge increase -- or projected increase  
7 as it relates to the pipeline project, some 30-  
8 40-percent increase. That is shown in this or not  
9 shown in this?

10 MR. UNDERWOOD: So the amount is covered,  
11 essentially, because the amount of the loan from the  
12 SRF is shown in here, I believe, and the \$15 million  
13 from the District. So, we're centered around 68, 69  
14 million, I think, and we've already spent some money  
15 as well with the design and so forth. And with that  
16 72ish million that was presented to you recently,  
17 we're close.

18 CHAIR DENT: Okay. I'll take as a "kind  
19 of"; is that a fair?

20 MR. UNDERWOOD: Sure. I think it's more  
21 than kinda.

22 CHAIR DENT: It sounds like we're close.  
23 We may be high, we may be low. I'm just saying  
24 there is some new information that came forward, and  
25 it may not have all made it into the slides based on

1 timing of everything. That's all. I just wanted --  
2 you know, we are doing our due diligence. Things  
3 change. That's all I'm trying to bring up.

4 And then as far as grant funds, the Army  
5 Corps grant funds, that's all included in this item  
6 as well?

7 MR. KOORN: The part that you are awarded  
8 and have in hand, yes, that is included.

9 CHAIR DENT: Perfect. No other questions  
10 on my part.

11 Any other questions from the trustees?

12 TRUSTEE TULLOCH: I'll jump in. So if the  
13 cost is going up by 15 million, which wasn't  
14 included in the rate study -- I'm just saying we  
15 don't need to change the rate study -- does that  
16 mean were over-collecting by 15 million before?  
17 Because 15 million does just suddenly appear from  
18 nowhere.

19 MR. UNDERWOOD: We provided Mr. Koorn the  
20 numbers back in the fall, and at that time I had --  
21 we had the 60 percent estimate from Granite  
22 Construction, which was similar to what we just  
23 received with the bid information, so -- that we  
24 were going to present at the last meeting.

25 So, basically, the number was around 55ish

1 million in October, went down to 45 in January, and  
2 back up to 55. So I don't know if I had insight or  
3 not, but I just gave him the information that we had  
4 at the time, and I don't think it's right to, like,  
5 bounce back and forth as we start this study, so it  
6 just worked out for us.

7 TRUSTEE TULLOCH: Correct me if I'm wrong,  
8 but, I mean, the way it says "GMP," is of the order  
9 of 72 million rather than 55 million.

10 I understand your argument will be, yes,  
11 we've got the cash, but what -- part of the reason  
12 for this was to rebuild the reserves. So I'm still  
13 at a loss as to how we can suddenly spend an extra  
14 7- to 15 million, and it doesn't impact rates.

15 I mean, we're already seeing a 35 percent  
16 increase in water rates here over four years, and  
17 something like 40 percent plus on sewer rates.  
18 That's pretty significant numbers for people in the  
19 community. We keep hearing staff can't afford to  
20 live here, and we're quite politely saying, well,  
21 let's just increase utility rates by 35, 40 percent.

22 I'm trying to understand how we can come  
23 up with a study that says, yeah, this is the rates  
24 required at 55 million, and if it's now at 72  
25 million, how the number doesn't change.

1 MR. KOORN: When we put the original  
2 capital funding plan together and the rate study,  
3 we've included over -- it's 52.4 million, I believe,  
4 in borrowing for that project, plus we had another  
5 15 million of ongoing funding, whether that came  
6 through the rates that are put back into the system  
7 each year or from existing reserves. So that was  
8 all baked in. So at that point, we have roughly our  
9 \$70 million built into this.

10 The other part of this discussion is that  
11 we have that debt layered in over a multiyear  
12 period. So if there are additional changes to the  
13 project, up or down, that debt service changes up or  
14 down, and that gets adjusted in the next year's  
15 study that you looked at or two years from now as  
16 you go through that process, you're not  
17 over-collecting today because we've shown that we  
18 have that need for those funds as you move forward,  
19 you progress through this process.

20 Hopefully that helps.

21 TRUSTEE TULLOCH: So it's okay, just  
22 because we're borrowing more and dealing with the  
23 never-never, it doesn't really matter. We don't  
24 really need to --

25 MR. KOORN: That's absolutely not what I

1 said.

2 TRUSTEE TULLOCH: I'm sorry, but that's  
3 how I interpreted that. This sounds a bit like  
4 buying a car and the first question is: What do you  
5 want your payments to be, sir?

6 I'm trying to look at the total cost.

7 CHAIR DENT: Do you have any further  
8 questions? Okay. Any further questions on this  
9 item?

10 TRUSTEE NOBLE: Thank you. I understand  
11 the numbers you used, and I think we've got the  
12 right rates.

13 MR. KOORN: Thank you.

14 TRUSTEE TONKING: Thank you for your time  
15 and explanation.

16 Again, I think as I said this when first  
17 had your study come out, the rates are high, but it  
18 makes sense because we haven't done anything with  
19 rates in such awhile, so it does make sense.

20 CHAIR DENT: Other questions or comments  
21 on this item?

22 All right that will -- Trustee Tulloch?

23 TRUSTEE TULLOCH: Correct if I'm wrong,  
24 but I seem to recall that rates have gone up in the  
25 last few years.



1 MR. KOORN: They went up last year, but  
2 the previous two years, there was no rate increase.

3 CHAIR DENT: All right. With that, we  
4 will close out item G 1, and move on to -- excuse  
5 me, formally item G 1, now G 2.

6 We will move on to item G 3.

7 G 3.

8 CHAIR DENT: We have a public hearing.  
9 Sewer and water charges, Ordinance 2 and 4,  
10 respectively. It can be found on page 858 of your  
11 board packet.

12 Is there a motion to open the public  
13 hearing?

14 TRUSTEE TONKING: I move open the public  
15 hearing.

16 CHAIR DENT: Motion's been made. Is there  
17 a second?

18 TRUSTEE SCHMITZ: I'll second.

19 CHAIR DENT: Motion's been made and  
20 seconded. Any discussion by the board?

21 Seeing none, all those in favor, state  
22 aye.

23 TRUSTEE TONKING: Aye.

24 TRUSTEE TULLOCH: Aye.

25 TRUSTEE NOBLE: Aye.

1 TRUSTEE SCHMITZ: Aye.

2 CHAIR DENT: Aye.

3 Motion passes. Public hearing is open.

4 The District's holding public hearing as required  
5 per Nevada Revised Statutes.

6 Director Underwood, have we complied with  
7 all the noticing?

8 MR. UNDERWOOD: Yes, we have.

9 CHAIR DENT: Okay. Great. Would you like  
10 to provide any further overview on this item?

11 MR. UNDERWOOD: No, I don't have anything  
12 additional.

13 CHAIR DENT: Okay. Great.

14 Then as far as the comments for this  
15 public hearing, we're going to open up the comment  
16 period. You will have three minutes. Your comments  
17 have to be specific to this item in the packet.

18 Are there any comments as it relates to  
19 this item?

20 MS. MARTINI: Good evening. Margaret  
21 Martini, Incline Village.

22 Okay. The same tired, old slide show from  
23 the same tired, old consulting firm who has been  
24 coached and provided with the same old numbers.

25 Where are the decreases that Chair Dent requested of

1 Mr. Underwood at a previous meeting? How much did  
2 he cut on the budget? The cut should have equaled  
3 the percent of increase; where are the cuts?

4       So we're just saying, okay, we're going to  
5 do this and we're just going collect the money and  
6 we're not going to cut anything from the budget,  
7 we're just going to go on as usual with no fiscal  
8 accountability.

9       The State requires a zero profit for  
10 utilities. So, I'm hearing we have excess, but we  
11 shouldn't have any excesses.

12       Maybe Mike Bandelin could train all of the  
13 departments and venues on how to prepare the  
14 financials, budgets, and proposals to make it more  
15 fiscally responsible. Mike set the bar. Up to the  
16 GM and bar to require the same standards that Mike  
17 is using in doing Diamond Peak.

18       Mr. Underwood should get the message to  
19 perform within and underbudget with at least a ten  
20 percent budget cut.

21       This board should require a budget that  
22 works within a true budget and not some inflated  
23 wish list compiled by the director of public works  
24 and corroborating, overpaid consultant firm who  
25 can't get beyond what other utility districts

1 charge.

2       What they charge is irrelevant. I don't  
3 know how many times I've said it. It's not  
4 relevant. We are our own district. We don't answer  
5 to them. We don't answer to their constituents.  
6 You need to make it for us. Forget about what  
7 anybody else charges. It's irrelevant, again.

8       Make our Public Works Department  
9 efficient, pay attention to our public works, and  
10 make it efficient and cost effective. If he is  
11 incapable of doing that, then maybe he should  
12 resign.

13       Thank you.

14       MR. DOBLER: Cliff Dobler, 995 Fairway.  
15 This written statement is to be made part of the  
16 meeting minutes.

17       It seems like the top brass of the utility  
18 fund just can't get their act together. Delays,  
19 incomplete information, use of consultants, and  
20 exploding expenses and costs are the name of the  
21 game.

22       Water and sewer rates will be approved for  
23 the upcoming fiscal year, but are a far cry from  
24 reality. Over at least past six years, depleted  
25 reserves have never been stabilized, and the utility

1 fund continues to operate on a shoestring and  
2 actually has negative cash balances.

3       According to audited financial statements,  
4 at the end of June 2022, cash and cash equivalents  
5 were 19 million, but must be reduced to 6 million in  
6 carryover commitments for projects not done, leaving  
7 only 13 million.

8       At the same time, restriction of the cash  
9 money collected and set aside for the pipeline was  
10 15.4 million. Do I need to say that again?

11 Reserves don't exist. There is not even enough  
12 money to cover the restrictions. Hopefully the  
13 audit committee will address this in the upcoming  
14 2023 audit.

15       Purportedly, according to Sheriff Smith,  
16 the rate study provides for reserves to be built up  
17 over the next five years. Fat chance, since these  
18 estimates for the effluent pipeline have increased  
19 from 57 million to 72 million, thus any fictional  
20 reserves will be shot to hell in a handbasket.

21       Based on the current budget submitted to  
22 the State, the projected cash will be 14.5 million,  
23 which assumes the Army Corps of Engineer's grant of  
24 5.7 million where the storage tank will be fully  
25 funded. What a joke. The project will not even get

1 started until fiscal year 2025.

2 Also, reimbursements of 21.2 million are  
3 expected to received from the State \$57 million  
4 pipeline loan.

5 It is interesting that the District would  
6 borrow money first rather than use the 15 million in  
7 restricted cash provided by residents. What that  
8 game. The giant bait and switch sounds like typical  
9 government: Borrow money but keep the restricted  
10 cash to solve other fiascoes.

11 Also, there's an expectation to receive  
12 1.5 million, a grant from another federal agency.  
13 The amount may have been authorized, but it's not  
14 yet appropriated.

15 CHAIR DENT: Thirty seconds.

16 MR. DOBLER: None of these items are  
17 properly reflected in the rate study. So the board  
18 will approve an increase in rates of ten percent for  
19 water and 13 for sewer. Residents can expect to get  
20 bombed next year. Call on Mike Bandelin.

21 MR. KATZ: Good evening. Aaron Katz. PO  
22 Box 3022.

23 For all the people watching on live  
24 stream, there are seven members of the public in the  
25 audience. I don't know if they are seven of the

1 eight, angry eight, but there's seven. What  
2 happened to the other three hundred that were out  
3 here? They don't give a damn about something  
4 important like this, but they sure have something to  
5 say.

6       Okay. I went back to 2010/'11. Our rates  
7 are up 107.5 percent. Stupid me divided it by 13,  
8 and I came up with 8.25 percent. You got an 8.25  
9 percent increase in your rates every year, year  
10 after year, for 13 years, and you think that's  
11 reasonable? I don't know where you live, but where  
12 I do, it ain't reasonable.

13       The most important thing Mr. Koorn said,  
14 you need to listen to his words very carefully, "The  
15 proposed rate increases maintain the current rate  
16 structure."

17       Well, guess what's wrong with our rates:  
18 The current rate structure.

19       Never does it change, he just rubber  
20 stamps what we've been doing for 30 years. Why?  
21 Because staff told him to do it. Why don't you do  
22 something new? Why don't you do something creative?  
23 Why don't you do something that's fair?

24       So let's start with some of it. Where's  
25 the standby service charge to the lots that aren't

1 paying anything for water or sewer? Where is the  
2 failure to recover defensible space fees from all  
3 parcels? You know, if you got a vacant lot, you  
4 don't pay a penny. That's fair. Where is the  
5 failure to address waste water rates for irrigation?

6 Because he doesn't even mention it. Is that  
7 something he forgot? The assessment of  
8 administrative charges are based upon accounts.  
9 Why? They should be based upon customers.

10 All of this is going to reduce our rates  
11 if somebody were thinking.

12 What about reducing mandatory backflow  
13 prevention device inspection charges? We're forced  
14 to get them. The outside community charges less.  
15 Why?

16 What about eliminating the public service  
17 recreation exemption? Our golf course are paying a  
18 million dollars a year less than they should be for  
19 water, because we want to appease them, while it's  
20 costing the rest of us.

21 What about modifying the District's  
22 capacity adjustment factor? We're using the same --

23 CHAIR DENT: Thirty seconds.

24 MR. KATZ: -- calculation we've been doing  
25 for years, and it doesn't work.



1           What about modifying the District's  
2 commercial customer's water and sewer capital  
3 improvement costs? They use tons times more than we  
4 do.

5           What about increasing the number of  
6 customer classes? We only have two, commercial or  
7 residential, that's not right.

8           Finally, what about eliminating the  
9 central service cost transfers we have pay to the  
10 utility fund on top of sewer and the water fee?

11          Thank you very much.

12          CHAIR DENT: Thank you. Any additional  
13 comments regarding our public hearing item from the  
14 room? I don't see any.

15          We'll go to Zoom. I'll just remind those  
16 folks on Zoom, if you are going to be participating  
17 in this public hearing, you have to be on point as  
18 it relates to the item, the sewer and water charges,  
19 with your comments.

20          MATT: The two we had disappeared.

21          CHAIR DENT: Is there a motion to close  
22 the public hearing?

23          TRUSTEE TONKING: I move to close the  
24 public hearing.

25          CHAIR DENT: Motion's been made. Is there

1 a second?

2 TRUSTEE SCHMITZ: I'll second.

3 CHAIR DENT: Motion's been made and  
4 seconded. Is there any discussion by the board?

5 Seeing none, I'll call for the question.

6 All those in favor, state aye.

7 TRUSTEE TONKING: Aye.

8 TRUSTEE TULLOCH: Aye.

9 TRUSTEE NOBLE: Aye.

10 TRUSTEE SCHMITZ: Aye.

11 CHAIR DENT: Aye.

12 Opposed? Motion passes 5/0. All right.

13 That closes out public hearing, item G 3, formerly G

14 2. Moving on to item G 4, formerly G 3.

15 G 4.

16 CHAIR DENT: Review, discuss, and possibly

17 approve Resolution 1903, resolution approving the

18 amendments to the sewer and water schedule of

19 service charges, Ordinance 2 and 4, respectively.

20 Requesting staff member Director of Public Works

21 Brad Underwood. It can be found on pages 721

22 through 857 of your board packet.

23 MR. UNDERWOOD: Thank you. I don't have

24 any further comments. Just requesting that you

25 approve the resolution.

1 CHAIR DENT: Any further comments by the  
2 board? If not, I'll entertain a motion.

3 TRUSTEE TONKING: I move that the Board of  
4 Trustees approve Resolution 1903, a resolution  
5 approving the amendments to sewer and water schedule  
6 of service charges, Ordinance 2 and 4, respectively.

7 CHAIR DENT: Motion's been made. Is there  
8 a second?

9 TRUSTEE NOBLE: Second.

10 CHAIR DENT: Motion's been made and  
11 seconded. Any further discussion by the board?

12 All right. Seeing none, I'll call for the  
13 question. All those in favor, state aye.

14 TRUSTEE TONKING: Aye.

15 TRUSTEE NOBLE: Aye.

16 TRUSTEE SCHMITZ: Aye.

17 CHAIR DENT: Aye.

18 Opposed?

19 TRUSTEE TULLOCH: Aye. Opposed.

20 CHAIR DENT: Okay. The motion passes four  
21 to one. Thank you, Trustee Tulloch.

22 All right. That closes item G 4. Moving  
23 on to item G 5, formerly G 4.

24 G 5.

25 CHAIR DENT: Review, discuss, and possibly

1 approve the Veteran's Club being a sponsor of  
2 Sharkfest 2023 to be held at Sand Harbor and  
3 cosponsored with EnviroSports. Requesting staff  
4 member Director of Parks and Recreation Sheila  
5 Leijon, and this can be found on pages 859 through  
6 867 of your board packet.

7 MS. LEIJON: Thank you. You have before  
8 you a request for approving collaboration between  
9 the Incline Village Veteran's Club and EnviroSports  
10 for Sharkfest '23 at Sand Harbor on August 13th.

11 We're all supporters of our Veteran's  
12 Club. I am looking to the board for direction on  
13 how to move forward with this event. It's slightly  
14 different than most of the other events that we  
15 normally would host or be participants in or  
16 facilitate, only in that we are partnering with a  
17 for-profit organization, Sharkfest, they have a  
18 stellar record of putting on this event for, I  
19 believe, 15 years at Sand Harbor. And in the past,  
20 they were supported and collaborated with the Boy  
21 Scouts. The boy Scouts no longer exist.

22 Last year, our Veteran's Club volunteered  
23 for Sharkfest, and they had an amazing time of  
24 camaraderie, which I think is the biggest plus in  
25 participation in this event.

1 They have some veterans that do  
2 participate and swim, the full swim, and also just  
3 spend time volunteering and supporting the  
4 individuals, the athletes, that are swimming in the  
5 event.

6 The concern was that IVGID would have to  
7 provide insurance for the event, and that is no  
8 longer the case. EnviroSports will provide a  
9 certificate of insurance in the amount of  
10 \$1 million, 2 million aggregate. I requested that  
11 they would add IVGID as an additionally insured. I  
12 received that today. I have number of copies for  
13 the board and also for the public to review.

14 It is a well-organized event that was  
15 approved by Pool Pack, which is our insurer. I did  
16 check to see if the board desires to have an  
17 additional certificate of insurance generated from  
18 IVGID naming EnviroSports and Sand Harbor. That  
19 there would be no cost to get that certificate of  
20 insurance.

21 I'm just looking to you -- this is  
22 slightly different. We were asked to bring to the  
23 board by legal counsel, and I'm just looking for  
24 your direction.

25 CHAIR DENT: Thank you for that overview.

1 Yeah, there isn't a board policy that allows staff  
2 to move forward with something like this. I was  
3 asked -- brought it forward so you guys could decide  
4 what you want to do.

5 MR. NELSON: I will allow Trustee Schmitz  
6 the opportunity to make a disclosure.

7 TRUSTEE SCHMITZ: I have been advised by  
8 legal counsel that I need to recuse myself from  
9 this. I am member of the Veteran's Club, and I'm a  
10 volunteer also with the Veteran's Club. I have been  
11 counseled that I need to recuse myself from the  
12 discussion and from the vote.

13 MS. LEIJON: May I hand these out?

14 CHAIR DENT: You can hand those out to the  
15 board and whoever in the public would like a copy.

16 I also want to disclose I have volunteered  
17 for the Veteran's Club seven out of the last eight  
18 years at the 4th of July pancake breakfast. I am  
19 being told that is not a conflict, but full  
20 disclosure, I'm not a member of the Veteran's Club  
21 currently.

22 Any questions, concerns?

23 TRUSTEE TULLOCH: I want to thank the  
24 Veteran's Club for volunteering to do this. I want  
25 to just to clear up a few things.

1 The memo talks about it as being a  
2 sponsor, I don't I think that's correct. I think  
3 the term used is a "partner," if we can clarify  
4 that. I think that would be correct.

5 And also so long as we're an insured on  
6 the EnviroSports' policy, I'm happy with this. I  
7 would not suggest we take an additional -- while  
8 there may be no cost for that certificate, there's a  
9 huge risk exposure. There's a \$2 million risk  
10 exposure.

11 I'm in support, again, under these terms.  
12 And, again, thanks to the veterans. Full  
13 disclosure, I'm the son of a veteran -- multiple  
14 veterans from the greatest generation.

15 TRUSTEE TONKING: I guess it's what  
16 Trustee Tulloch just asked. We are no longer liable  
17 under the --

18 MS. LEIJON: Correct.

19 TRUSTEE TONKING: Okay. That's really  
20 just my -- I'm totally on board with this if that is  
21 the case. And I am thankful for the service of all  
22 of our veterans.

23 MS. LEIJON: Just to make sure you know,  
24 this certificate of insurance is also in conjunction  
25 with the existing one that states that Sand Harbor

1 is an additionally insured, so there are two  
2 certificates.

3 CHAIR DENT: Understood.

4 TRUSTEE NOBLE: Going into this, I wasn't  
5 in support of it, but given the change in liability  
6 insurance, I'm fine with it now.

7 MS. LEIJON: Great. Thank you.

8 CHAIR DENT: I would just copy what  
9 Trustee Noble said. I will entertain a motion.

10 MR. NELSON: Just a note. There are a  
11 couple of clean-up things I wanted to bring the  
12 board's attention to if we do move forward on this.

13 The first in Exhibit A, on the operations  
14 plan, it indicates that they have a contract with  
15 the fire department, but what it is is once it's in  
16 place, they'll forward it to us.

17 And we'll just make sure that happens  
18 before the event. Of course, we want to make sure  
19 that that's in place.

20 Then also clarify in Exhibit B, that  
21 contract is mandatory. They wouldn't be able to  
22 move forward without the adequate public safety.

23 Then on Exhibit D, in the liability  
24 waiver, the indemnity covers us, but some of the  
25 other waivers for lost items and other things



1 doesn't. We're really getting into weeds and  
2 picking nits on this one, but best practice would be  
3 to add us to that as well so if there is any claim  
4 by any participants.

5 CHAIR DENT: Thank you, legal counsel.  
6 Entertain a motion.

7 TRUSTEE TONKING: Okay. I move that the  
8 Board of Trustees approve the Veteran's Club being a  
9 partner of Sharkfest 2023, to be held at Sand Harbor  
10 and partner with EnviroSports, and then with any  
11 clarification from legal.

12 CHAIR DENT: Motion's been made. Is there  
13 a second?

14 TRUSTEE NOBLE: Second.

15 CHAIR DENT: Motion's been made and  
16 seconded. Any further discussion by the board?

17 TRUSTEE TULLOCH: Can I just add to that  
18 that the District is taking on no insurance  
19 liability over that.

20 TRUSTEE TONKING: I'm okay with that.

21 TRUSTEE NOBLE: I am as well.

22 CHAIR DENT: Okay. We're back where we  
23 started. Motion's been made and seconded. Sounds  
24 like we had no further discussion by the board.

25 I'll call for the question. All those in favor,

1 state aye.

2 TRUSTEE TONKING: Aye.

3 TRUSTEE TULLOCH: Aye.

4 TRUSTEE NOBLE: Aye.

5 CHAIR DENT: Aye.

6 Motion passes 4/0, with one abstaining.

7 That will close out item G 5, formerly G

8 4.

9 How about a -- let's resume back at 9:20,

10 that will be a seven-minute break.

11 (Recess from 9:13 P.M. to 9:20 P.M.)

12 CHAIR DENT: Okay. We will resume. We

13 were on item G 6.

14 G 6.

15 CHAIR DENT: Review, discuss, and possibly

16 approve the contract with EXL Media for District

17 paid advertising. Requesting staff member Marketing

18 Manager Paul Raymore. This can be found on page 868

19 through 892 of your board packet.

20 MR. RAYMORE: Thank you. Again, for the

21 record my name is Paul Raymore, I'm the marketing

22 manager for the District's community services

23 venues.

24 As mentioned, on pages 868 through 892 of

25 your board packet, there's a memo and proposed

1 agreement with EXL Media for the District's paid  
2 advertising services for the 2023/2024 fiscal year.

3 I'm joined by Wendy Hummer, the president  
4 of EXL Media, and she's going to walk you through a  
5 brief presentation of the District's paid  
6 advertising campaign results from this current  
7 fiscal year, and that's included on pages 881  
8 through 892.

9 After that, we'll both be available to  
10 answer any questions you may have. And in addition,  
11 Mike Bandelin, general manager at Diamond Peak, is  
12 also available if you guys would like him to comment  
13 on the EXL Media proposal and the value of this  
14 component of our marketing plan.

15 CHAIR DENT: How much time do you need for  
16 your presentation?

17 MS. HUMMER: Less than minutes.

18 CHAIR DENT: Okay. Let's -- I think we  
19 did say we wouldn't go over ten minutes. Was that  
20 the plan? All right. Let's go.

21 MS. HUMMER: In the last meeting, you guys  
22 had a lot information on our results, and you asked  
23 Paul to come back and summarize all those reports.  
24 So this what we did and what we're going to go over.

25 We finished out the season. We spent just

1 over \$158,000 cash (inaudible.) We had \$25,000 in  
2 trade, which we secure for advertising versus cash.  
3 We generated \$193,000 in advertising value. This is  
4 by utilizing the trade and also negotiating lower  
5 rates in added value. We delivered just over 12  
6 million impressions.

7       The digital media buy that goes to the  
8 website, we track the online revenue that is  
9 directly booked from those ad placements, and we  
10 generated \$1.4 million in online sales, which is  
11 about -- return on investment of 1.4 million in  
12 online revenue from the digital media buys, and it's  
13 a 14.7 ROAS.

14       So, for every dollar spent, you make \$14  
15 in revenue online. This does not count the ticket  
16 sales, people that went to the gate and bought  
17 tickets.

18       So, looking at winter ski season, the  
19 investment out of that was \$159,000, including cash  
20 and trade, the media value is 168. The digital  
21 media campaign generated almost 3,800 in online  
22 sales, 1.1 million in revenue, and that's your 14.1  
23 return on ad spend.

24       Our target markets, as an overview, is the  
25 Reno, DMA, Lake Tahoe, and Truckee, so residents and

1 visitors to the basin and in Northern Nevada. We  
2 also have media in Northern California, Sacramento  
3 and the Bay Area. We look at where the ticket sales  
4 are coming from every year, by zip code, by  
5 targeting skiers to make sure we're not wasting  
6 media dollars. We use a lot of hyper-targeting,  
7 then we do some destination targeting really with  
8 retargeting to the website and paid search, why  
9 people are planning trips and deciding what ski  
10 resorts to go to in Lake Tahoe.

11 Our media channel mix is predominantly  
12 digital media. We have connected TV, like Hulu,  
13 radio, which is one hundred percent trade, and some  
14 local print.

15 Kind of going a little bit deeper, page  
16 search for those, as you know, you see a search  
17 term, for instance down at the bottom, you'll see  
18 the non-branded key words. If someone is searching  
19 for ski resort or kid's skiing or lift ticket or  
20 learn to ski, these are very broad, like, they're  
21 not even searching Lake Tahoe, they're just looking  
22 for this type of skiing.

23 We only pay if they click through, and for  
24 \$10,000, for instance, that we spent on the  
25 non-branded terms, we generated 60,000 in revenue.

1 So those are new customers. Those are people that  
2 aren't thinking of Diamond Peak.

3 We also buy Lake Tahoe ski terms, and we  
4 also buy some branded ski terms so we can control  
5 the messaging. We give you a sample of what it  
6 looks like here. The paid search alone generated  
7 the majority of that online revenue, \$921,000 in  
8 revenue, at a 28 to 1 ROAS.

9 Then the industry ad, a lot of people say  
10 "What does that mean?" The industry average is  
11 9-percent click rate, and we were at a 27-percent  
12 click rate. We achieve that by really playing with  
13 the messaging, doing dynamic targeting, and making  
14 sure that we are reaching as they're searching and  
15 giving them the message that they want.

16 Other is paid social. We ran on Facebook,  
17 Instagram, TikTok, Snapchat, YouTube, and Yelp. The  
18 investment was \$16,000, and it generated 54, almost  
19 55,000 in revenue.

20 There was also 103 completed video views,  
21 so that means if we serve a video, someone watches  
22 the entire video, 14,000 engagements, that means  
23 they liked, shared on social media, they engaged  
24 with the message, and 17,000 clicks to the website.

25 YouTube, almost 47 percent of the viewers

1 watched the entire video, which is a lot higher than  
2 industry standard on YouTube, because remember this  
3 is paid video ad, not content. So they really liked  
4 the video and engaged with it.

5       And then to really promote the park, we  
6 need to go after a little bit younger target, so we  
7 utilize TikTok and Snapchat, targeting adults 21 to  
8 30, and again our video completions were very high.

9       Website remarketing, so this is people who  
10 visit the site, don't purchase, we served them as  
11 where they are, kind of like Amazon's been doing to  
12 us for many years. So these people came to the  
13 site, we served them wherever they were looking, you  
14 served them a related ad. It generated \$71,000 in  
15 revenue for just under a \$4,000 investment. So we  
16 got those people to come back and purchase. This  
17 performance improved a hundred percent from last  
18 year.

19       And then "programatic" (phonetic) is -- a  
20 lot of you guys have heard that term -- you work  
21 with partners and you're not buying sites, you're  
22 buying behaviors and skiers and things like that.

23       So they use AI, realtime data, they look  
24 at the types of people visiting the site, and then  
25 we go out and target lookalikes, people that we

1 think are going to respond and engage. That has  
2 delivered almost 79,000 in revenue against the  
3 \$17,000 spent.

4 Publish or buy. We've kind of replace the  
5 term "print" with publishers. The printed piece is  
6 really just the device that we can send content. If  
7 we align with Sports Illustrated or Outside Magazine  
8 or SF Gate, the Chronicle, we may look at the  
9 printed piece, we may go to the website, we may  
10 engage with the social media.

11 So, we did published content with the  
12 Chronicle, you can see a copy of the ad here, the  
13 story that ran, the number of engagements, the  
14 website sessions, and the amount of time they spent  
15 with the article.

16 We also did an integrated package with  
17 SnowBrains, which is a vertical ski industry  
18 consumer site, and Adventure Sports Journal, which  
19 is kinda Northern California, Oregon, Washington  
20 publication.

21 Connected TV, Hulu, we are able to -- if  
22 we were to buy broadcast radio or TV in the Bay  
23 Area, we may be having a lot of waste. With Hulu,  
24 we're able to only target skiers on Hulu and serve  
25 them the spot. So there was 1.3 million impressions



1 in the Bay Area against skiers, the 552 websites  
2 sessions are the little banners that come up on your  
3 device; it's not how many people actually saw the  
4 spot and went to the site, that's a little bit  
5 harder to track especially because Hulu is owned by  
6 Disney, and they won't let anybody track them  
7 because of privacy issues. That is just from people  
8 clicking on banners.

9       Then kind of that is the full season.  
10 This is the season pass campaign. We ran a fall and  
11 spring pass campaign, spent about \$25,000, generated  
12 883 online sales, for a total of \$305,000 in  
13 revenue, and then return on ad spend was 15 to 1.

14       The spring season pass sales typically do  
15 better, but this one did way better than prior  
16 years. We think that's, one, because you guys were  
17 open longer, two, there was more snow and you get to  
18 use those tickets, those passes, this year as well  
19 as next.

20       We think that also led that we also have  
21 that year's of data of what works and how much to  
22 reach people. And these are new pass holders.  
23 We're not going after the VP pass holders. We're  
24 generating new pass holders.

25       But did not do anything for golf this past

1 fiscal. We are just talking about facilities where  
2 we promote weddings. We spent about 25,000. We're  
3 still -- this is only a quarterly report through  
4 March, because we do this report on a quarterly  
5 basis, so we will have the fiscal-year-end one in  
6 July.

7 We buy search, social, and wedding sites.  
8 So our spend to date is 20,000, our impressions are  
9 just under 500,000, and we generated 703 wedding  
10 reads. Those are not just all from the site, they  
11 also come from The Knot and Wedding that will send  
12 us leads.

13 Sixty-three percent of those leads, the  
14 website leads, came from the paid advertising, and  
15 the rest are direct and organic. And, really,  
16 organic, we think is generated from the paid as well  
17 because we're not able to do PR or go to wedding  
18 shows or anything like that.

19 Facilities, we are at 26 percent share of  
20 voice -- my ten minutes are up?

21 CHAIR DENT: You got 30 seconds.

22 MS. HUMMER: Oh, I'm just -- okay. Top  
23 performing search terms, 61,000 sessions this year,  
24 sessions from paid media were up 98 percent from  
25 last year, sessions from organic search were down 27

1 percent, sessions from direct traffic was up 15. So  
2 you can see that paid digital really generated that  
3 traffic.

4 CHAIR DENT: Thank you for that overview.  
5 Questions from board at this time?

6 TRUSTEE SCHMITZ: I have a question on  
7 your presentation page, it's like your second page,  
8 of our packet. It's 882, it starts off with  
9 "Diamond Peak media campaign." That one.

10 Sorry if you said it and I just missed it,  
11 but the cash investment and the trade, what is the  
12 meaning of "value" on there?

13 MS. HUMMER: It's the value of media we  
14 secured. So, it's taking the 158 and then  
15 additional media value. So, negotiating lower  
16 rates, getting additional exposure with the vendors,  
17 so trying to get your dollars to go further.

18 Your cash investment was 58, but you got  
19 193,000 in media value.

20 TRUSTEE SCHMITZ: Then my only other  
21 question in the numbers that are here, the return on  
22 investment numbers, some of them are great. When  
23 you talk about investment, does that include the  
24 agency fee?

25 MS. HUMMER: No, it doesn't.

1 So the way we're tracking ROAS is the ad  
2 runs, we use software, they go to the site, they do  
3 a purchase, there's a confirmation page, and when  
4 the revenue is generated. So, the fees aren't put  
5 in that because it's right against the spend of that  
6 ad, and that's how we optimize.

7 TRUSTEE SCHMITZ: My last question is a  
8 follow-up question to a question that -- or an issue  
9 that Trustee Tulloch brought up at a previous  
10 meeting, and that was that he had noticed that on  
11 our invoices, we are being invoiced for actually  
12 producing the bills.

13 MS. HUMMER: Right. And we made a  
14 correction to that. That's actually campaign  
15 reconciliation.

16 So, a couple years ago, we were asked to  
17 show on our invoices exactly what we did, and we  
18 came up with tags to define meetings and we just put  
19 billing, but really it's account reconciliation.

20 We audit all the buys and contracts that  
21 we work with, the vendors, make sure they ran, make  
22 sure they're accurate. So that billing is really --  
23 it's auditing and client reconciliation, and showing  
24 Paul and your accounting staff exactly what was  
25 invested and what ran and all the backup and doing

1 the maintenance.

2 So, it's a tag ID for a way of we're doing  
3 the invoicing, but it's really not an explanation on  
4 the time.

5 MR. RAYMORE: That's one of the services  
6 that EXL Media provides that would be impossible for  
7 us to do in-house. And they have caught errors in  
8 the past where the publisher hasn't run the ad as  
9 contracted, and we've received value in exchange for  
10 that to make up for those errors. Definitely a very  
11 key component of what a media buying agency brings  
12 to us, and something we could not do in-house.

13 MS. HUMMER: We also do a lot of auditing  
14 of the robots on the internet where they have people  
15 out there pretending to to make transactions, and we  
16 audit that. You get credits with Google and  
17 Facebook constantly for our clients on the robots.

18 TRUSTEE SCHMITZ: I did have another  
19 question. This is in the board packet, on page 874,  
20 and it's the history of IVGID paid advertising  
21 budgets and actuals.

22 Under the fiscal year 2023, underneath  
23 golf, there's an agency fee, however, there was no  
24 paid advertising spend. So I'm not sure why there's  
25 an agency fee when there was not any advertising

1 done.

2 MR. RAYMORE: Yeah. That is -- the way  
3 that -- in the past, we've always -- I've always set  
4 up our agency fee allocation based on percentages of  
5 budgeted advertising within the contract.

6 And so as we're going through the year, I  
7 was following that same format and charging a  
8 portion of our agency fees to the golf account this  
9 year. In hindsight, I'm going to adjust that going  
10 forward, and really just charge the venues that are  
11 using the services.

12 Golf, you know, does benefit and always  
13 has from kind of the significant investment that  
14 Diamond Peak and facility departments make in our  
15 contract. And EXL Media, given the golf spending  
16 amounts, they probably wouldn't take us on as a  
17 client solely for golf advertising.

18 And so in the past, that system has  
19 worked, but I recognize that looks a little strange,  
20 and going forward, we'll be adjusting it so that  
21 it's more in line with --

22 TRUSTEE SCHMITZ: Well, golf shouldn't be  
23 getting charged an agency fee if they're not doing  
24 any.

25 Then up above in Diamond Peak, the actuals

1 for, it says "through 4 of '23," the agency fee  
2 actual is 17 percent, but yet when we're budgeting  
3 for 2024, it goes up to \$43,000, which is now a  
4 26-percent agency fee. So I happen to notice that  
5 the agency fee has gone up pretty substantially from  
6 a percentage perspective, and I'd like to understand  
7 why.

8 MR. RAYMORE: I mean, I think the actual  
9 is low for this current fiscal year. We are  
10 still -- we will see that go up a little bit more,  
11 as we are not quite through the fiscal year, and  
12 they're doing some year-end reports, and that all  
13 contributes to agency fees.

14 I think the percentage in the 2023/'24, if  
15 you look, compare that to the percentage in the  
16 budget for 2023, it's similar, it has gone up a  
17 little bit, and that's predominately because we're  
18 budgeting so much less for golf. And so we are  
19 anticipating needing to make up, potentially, some  
20 of that in Diamond Peak.

21 I will say, as we've moved away from kind  
22 of guaranteed fee amounts and gone to a  
23 pay-as-you-go, based on their hourly rate, I don't  
24 expect that we'll hit that 39,300 budget for this  
25 current fiscal year. I think it'll come in less

1 than that.

2 I would anticipate that, if we have a  
3 similar year to this one at the ski resort next  
4 year, we also may spend less, because snow always  
5 makes our job a little bit easier.

6 If we have a very challenging year with  
7 multiple shutdowns or something that we have to  
8 respond to with some of our paid advertising  
9 campaigns and switch everything up mid-season,  
10 that's where fees can go up, and so we budgeted  
11 appropriately to take care of those what if  
12 scenarios, with the understanding that we will  
13 manage that budget as well as we can to minimize  
14 those fees.

15 TRUSTEE SCHMITZ: When I look at the  
16 agency fee by venue, which is on page 70, it is a  
17 26-percent agency fee. And when I research it, I  
18 find that the agency fees that, you know, when I did  
19 my research, range from 3 to 15 percent. So, 26  
20 percent is a significant agency fee, and what is the  
21 percentage that we contracted for this fiscal year?

22 MR. RAYMORE: I guess I don't understand  
23 the question. Are you -- you're asking what -- we  
24 didn't contract a percentage; we contracted for  
25 services on hourly rate at \$125 an hour.



1 TRUSTEE SCHMITZ: I understand that. But  
2 when you look at what it is compared to the budget  
3 and what the agency fee is, it is a 26-percent  
4 agency fee, so that's seems not to be industry  
5 standard.

6 MS. HUMMER: If you're thinking of the old  
7 commission base based on placed media, is that what  
8 you're referring to? The industry standard?

9 TRUSTEE SCHMITZ: When I did research on  
10 agency fees for advertising, and that's what I had  
11 come up with.

12 MS. HUMMER: Typically, about 95 percent  
13 of agencies work on retainers and hourly rates now.  
14 There is -- when people are just placing media,  
15 there was in the past where it was commission based,  
16 because the TV and radio stations and stuff would  
17 give the agency that commission, versus the client  
18 paying for it. So if you paid \$10,000 for an ad,  
19 you're paying 10,000, and they're paying you the 15  
20 percent versus you.

21 Now that doesn't really happen. There's  
22 no vendors out there doing commission. And because  
23 agencies are doing so much more than placing media,  
24 everything's gone to more fee and retainer base.

25 So, we are billing you every month and

1 shows you exactly what we're doing, based on our  
2 hourly rate, and we're not doing any commissions on  
3 media. And I would say out of the 50 accounts that  
4 I have, I might have one account that still wants a  
5 commission because they place a lot of television  
6 and live sports. So those types of things are still  
7 giving that agency discount commission.

8 TRUSTEE SCHMITZ: So we pay a flat \$130  
9 per hour?

10 MS. HUMMER: That's actually going to \$135  
11 an hour -- going to \$130. Yeah. We haven't raised  
12 our agency fee rate in probably eight years with you  
13 guys, so we're going to 130 an hour because of all  
14 the costs to do business. But we've actually  
15 lowered our overall fee, I think, over flat --

16 MR. RAYMORE: I think if you refer to page  
17 873, and look back at fiscal years 2019 and 2020,  
18 when the agreement with EXL just paid them agreed  
19 upon flat fees, you'll see that the total agency  
20 fees were quite a bit higher than they are in these  
21 past couple fiscal years where we've gone to this  
22 pay as on an hourly basis.

23 So, we're very happy saving that money,  
24 and were certainly happy with the services they've  
25 been providing. We do get invoices, very detailed,

1 as Trustee Tulloch pointed out at the last time I  
2 was here with you guys.

3 And we think it's a fair way to go, and  
4 we're happy to continue with that, paying for their  
5 services.

6 MS. HUMMER: And the reason the fees were  
7 higher was because we used to do a lot for a media  
8 mix with a lot more radio promotions and out of home  
9 and things like that.

10 But now with the -- you know, the budget's  
11 probably where it was at since 2015, so we really  
12 had to refine that media channel mix down to mostly  
13 digital media and what people are using, the CTB,  
14 and so forth, so that's reduced our time.

15 TRUSTEE SCHMITZ: When I do the math,  
16 those numbers come out to be about 26 percent also.

17 TRUSTEE TONKING: Okay. So, in this  
18 contract, on page 875, you're getting 18 percent in  
19 budgeted; correct, Trustee Schmitz? Sorry. I'm  
20 just trying to understand the math you were doing,  
21 so I was just backing into it your way.

22 So, if I looked at 875, are you taking the  
23 total contract of 287,700 and then -- or dividing 51  
24 -- I guess I'm trying to back into it, and I can't  
25 get the math.

1 CHAIR DENT: How did you do that math?

2 TRUSTEE SCHMITZ: (Inaudible).

3 TRUSTEE TONKING: Taking -- oh, god. I  
4 see what's happening. Okay. So what's happening  
5 then and why the rate is getting higher is because  
6 when we budget it -- so if I look at 875, we see  
7 that the total contract amount is \$287,700 not to  
8 exceed; right?

9 And then we do the 51,700 at the agency  
10 fee, which is 18 percent, if I did my math right.  
11 And so then what's happening, though, is were  
12 probably spending less in these other categories,  
13 and then spending a similar amount in the agency  
14 fee, which then we're now seeing --

15 MS. HUMMER: It's up to.

16 TRUSTEE TONKING: I get that. But I'm  
17 trying to understand, because Trustee Schmitz is  
18 right, when you add the actuals up, you do get 26  
19 percent. And so what I'm trying to understand is  
20 we're spending less in our cash media and trade  
21 media than is estimated here, we're spending a  
22 higher percentage than that in our not to exceeds,  
23 which is then leading our agency fee to be a higher  
24 percentage of our total contract, that they don't go  
25 together, they're not correlated, is what I'm

1 hearing.

2 Like, how do you decide when to use the

3 agency fee and when to use the --

4 MR. RAYMORE: So the agency fee is just

5 EXL Media's staff time in managing our paid

6 advertising campaigns. So, theoretically, we could

7 have them analyze for days, run reports for us, only

8 spend \$10 on paid ads, and the agency fee could be

9 \$20,000, depending on what we demand of them.

10 We like that model because we're only

11 paying for the services that we asked for. It's

12 independent of the spending and it gives -- the

13 incentive, then, is for them to maximize the return

14 on investment for us versus if, instead, they were

15 getting paid on a commission basis, like the old

16 school or as a percentage of advertising spend, they

17 wouldn't do this, but their incentive would be to

18 get us to spend more money and not necessarily

19 optimize those campaigns. All they would care about

20 is how much money we're spending on paid media.

21 The way the contract is structured now,

22 their sole job is just to optimize however much we

23 tell them they can spend, \$160,000 for Diamond Peak,

24 in the best way possible and get us the best return.

25 They don't get paid more, they don't get

1 paid less if that dollar figure goes up or down.

2 It's more based on how much work we're having them

3 do.

4 So there's obviously a mix of how much

5 time we ask them to devote to these campaigns in

6 optimizing them, but I think we found a pretty good

7 mix so far, and you see the results.

8 MS. HUMMER: We're not billing based on a

9 percent of the media.

10 TRUSTEE TONKING: I get that. I'm talking

11 about the percent of the contract as a whole. The

12 percent of the contract as a whole, it is 18 percent

13 in our budget, like in this agreement, but what is

14 actually happening is we are spending more

15 percentage of our total contract on agency fee than

16 18 percent. It seems to be 26 percent.

17 So, what I am saying is the mix looks a

18 little weird from contract to actual.

19 MR. RAYMORE: In this current fiscal year?

20 TRUSTEE TONKING: This fiscal year. I

21 also did it for 2019, and I got close.

22 MR. RAYMORE: That may be because we

23 didn't do any paid advertising for golf, and that

24 would throw off that percentage quite a bit.

25 TRUSTEE TONKING: So it benefits us,

1 technically, to use our whole contract then. That's

2 what I'm hearing. Yeah. Yeah. That's -- yeah.

3 That's fine.

4 MS. HUMMER: I think the other issue also

5 is the trade is at 40,000, and we only used -- I'm

6 sorry. 25,000 in trade. We don't -- we're doing it

7 with radio and a little bit of digital. We used to

8 spend a lot more trade when were doing it out of

9 home. So a lot of that underspend is that we're not

10 utilizing as much trade.

11 TRUSTEE TONKING: The mix is different.

12 MS. HUMMER: Yeah, he gives up to 40,000,

13 but we're not using it.

14 TRUSTEE TONKING: The total contract mix

15 is weird. And so then the way that this contract is

16 made, we don't actually spend as much in trade, and

17 we probably spend less in the cash. And now we're

18 spending more on agency fees.

19 MS. HUMMER: But I'm getting 15 percent.

20 How are you getting -- 37 divided into 142, is that

21 what you're looking at?

22 TRUSTEE TONKING: I'm looking at your

23 contract on page 875. So, it's just says that our

24 total contract is not exceed \$287,700, it's says

25 agency fees are not to exceed 51,700, that's 18

1 percent of the total contract.

2 MS. HUMMER: Okay. I thought you were

3 looking at the actuals.

4 TRUSTEE TONKING: And then I was -- I got

5 2019 to be close to 26 percent in actuals, unless I

6 did some math wrong, and that could have happened.

7 MR. RAYMORE: I guess, is there a concern

8 about the percentage? What is the underlying

9 question or concern?

10 TRUSTEE TONKING: I don't think -- I

11 didn't have an underlying question or concern. I

12 was just trying to back into what Trustee Schmitz

13 was saying and trying to understand the mix of

14 what's going on so we can then be aware of what our

15 mix is. I think I was just trying to see if I

16 understood how it was working and if my

17 understanding was correct.

18 I don't think the mix is necessarily

19 wrong. I'm just saying that it appears different in

20 contract versus actual because of the not to exceed.

21 MR. RAYMORE: Yeah. And I think that will

22 probably always be the case because every year is

23 different, the demands we place on our media buying

24 agency are different every year, and, obviously, the

25 opportunities are different every year.



1 So that's why we have a not to exceed  
2 dollar amount in the budget. Again, we don't expect  
3 to spend up to the total not to exceed amount for  
4 this fiscal year, and we're always hopeful not to  
5 have to do so next year. It's there as kind of a  
6 safety measure in case something very dramatic  
7 happens and we really do need paid media to  
8 response.

9 MS. HUMMER: For instance, if we did  
10 advertising for golf, would be a case in point.

11 TRUSTEE TULLOCH: I've got to admit, I'm  
12 not very smart in marketing. I'm a fairly simple  
13 guy. I am fairly good with numbers, though.

14 If I'm looking at page 883, where you're  
15 showing 14.7 return on ad spend, maybe you need new  
16 batteries, need a new calculator. I get that to  
17 come out to -- looking at the revenue and looking at  
18 the total spend of the video investment, I get that  
19 to come out to 6.69.

20 MR. RAYMORE: The return on ad is spend  
21 calculated based on the digital ad spend only, not  
22 the total media investment.

23 TRUSTEE TULLOCH: Maybe we should say  
24 that. I mean, this -- it's looks like we have  
25 inflated numbers here. And if I see inflated

1 numbers here, it makes me wonder about the rest of

2 it. Not to suggest -- let's have some real numbers.

3 MR. RAYMORE: It's sometimes hard --

4 TRUSTEE TULLOCH: Maybe these are

5 marketing numbers.

6 MS. HUMMER: We did specify that on the

7 first page, that it was digital media buys.

8 MR. RAYMORE: The ROAS is something that

9 we can only track from our digital media buys, those

10 tracking pixels that we put on the website.

11 TRUSTEE TULLOCH: So why don't we just

12 show the spend, investment for that, that would make

13 some sense. Then we might be able to track it.

14 MR. RAYMORE: It's unfortunately just on

15 the prior slide.

16 TRUSTEE TULLOCH: No. The prior slide's

17 still wrong.

18 MS. HUMMER: So, it's 52 percent of the

19 159, would be the 14. So you're asking, instead of

20 saying total media investment, show digital media

21 investment?

22 TRUSTEE TULLOCH: If that's what is the

23 return on ad spend. Like I say, I'm fairly simple,

24 so I don't understand marketing. I just look at the

25 numbers.

1 MS. HUMMER: We could put a footnote next  
2 to the 14.7 that that's based on the digital media's  
3 budget and send you a revision.

4 TRUSTEE TULLOCH: Is there any other areas  
5 where we need make same the same corrections?

6 MS. HUMMER: It's more of an explanation.

7 MR. RAYMORE: I don't believe so. Again,  
8 this is just meant to be an overview for you guys.  
9 If you have any questions, we're here to sort them  
10 out.

11 TRUSTEE TULLOCH: That's why I'm putting  
12 the questions. I think to your previous point,  
13 Mr. Raymore, you said it might be worth to only  
14 spending \$10 in advertising and \$20,000 agency fees.  
15 Wouldn't it be better just not spending anything in  
16 an association like that?

17 MR. RAYMORE: That wasn't a suggestion; it  
18 was just an example.

19 CHAIR DENT: All right. Any other  
20 comments or questions?

21 TRUSTEE NOBLE: This is actually for  
22 Mr. Bandelin. Do you support this agreement?

23 MR. BANDELIN: Absolutely.

24 TRUSTEE NOBLE: Thank you.

25 TRUSTEE TONKING: I have a question for

1 the board, actually. We talked about the idea of  
2 possibly marketing food and beverage. Do we want to  
3 have that conversation at some point and see if  
4 that's the path we want to go down? I know that's  
5 not part of this agreement right now, unless I'm  
6 incorrect.

7 TRUSTEE SCHMITZ: I think it's a good  
8 question. I think it's something that when we have  
9 the report on food and beverage, I think let's talk  
10 about it then.

11 CHAIR DENT: I would agree with that. I  
12 think we have half of what's going on, and I think  
13 it would be good to see the full picture and then  
14 decide.

15 Because it's my understanding that the  
16 reason why we're where we're at is because we need  
17 to get more people into the seats. So if we had to  
18 spend a little bit of money to make up for the  
19 \$130,000-a-year deficit we're projecting right now,  
20 I think it would be beneficial.

21 TRUSTEE TONKING: Great. That was my only  
22 question. Then I'm fine with the layout of this as  
23 well right now.

24 TRUSTEE TULLOCH: I would echo Trustee  
25 Noble's thoughts. Mr. Bandelin is the -- he's the

1 man that's got to deliver some numbers. He's  
2 delivered some impressive numbers. If Mr. Bandelin  
3 supports that, I'll also support that.

4 For Raymore's benefit, just let's make  
5 sure the numbers add up. Let's make sure we're  
6 using real numbers.

7 CHAIR DENT: I'll just say one last thing  
8 because I feel like in my eight years on the board,  
9 this might be, although there are some, it appears,  
10 inaccuracies or some areas where things appear to be  
11 one way and we have some questions on them, the  
12 overview, I think, is a good starting point.

13 Mr. Raymore, every year you bring this to  
14 us, I think every year I've sat up here, I've told  
15 you that you need to do better next time.

16 I feel like this go at it is the best that  
17 I've seen yet. So understand we're not perfect and  
18 we can always do better, but I do appreciate the  
19 effort.

20 Wendy, thank you. I think this is the  
21 first time you've ever been here to present the  
22 overview to us. I do appreciate that.

23 MS. HUMMER: I've have in past years, a  
24 long time ago.

25 MR. RAYMORE: And she's always willing.

1 MS. HUMMER: Yes. Can I make a real quick  
2 comment? Granlibakken, last year, Mother's Day,  
3 they didn't advertise. They had less than fifty  
4 people. This year, they had to turn away over 100  
5 for their Mother's Day brunch because they  
6 advertised. So, good idea on food and beverage.

7 CHAIR DENT: Thank you.

8 TRUSTEE TONKING: I was just going to move  
9 us forward.

10 CHAIR DENT: Go ahead.

11 TRUSTEE TONKING: I move to authorize  
12 staff to enter into an agreement with EXL Media for  
13 the '23/'24 fiscal year media buying services for  
14 Diamond Peak Ski Resort, the Championship and  
15 Mountain Golf Course, and the facilities department  
16 of a not to exceed total amount of \$287,700.

17 CHAIR DENT: Motion's been made. Is there  
18 a second?

19 TRUSTEE NOBLE: Second.

20 CHAIR DENT: Motion's been made and  
21 seconded, further discussion by the board?

22 Seeing none, I'll call for question. All  
23 those in favor, state aye.

24 TRUSTEE TONKING: Aye.

25 TRUSTEE TULLOCH: Aye.

1 TRUSTEE NOBLE: Aye.

2 TRUSTEE SCHMITZ: Aye.

3 CHAIR DENT: Aye.

4 Opposed? Motion passes 5/0. Thank you  
5 both.

6 That will close out item G 6. Moving on  
7 to item G 7.

8 G 7.

9 CHAIR DENT: Discussion of the format of  
10 the Board of Trustees meeting minutes. Requesting  
11 Trustee Sara Schmitz. Can be found on pages 903  
12 through 905 of your board packet.

13 TRUSTEE SCHMITZ: I apologize that there's  
14 not a memo to go with this. Staff provided the  
15 billing for the court reporter doing the meeting  
16 minutes. Really, what I wanted to get clarity on  
17 is, as a board, the content of our meeting minutes.

18 I, for one, I use these meeting minutes, I  
19 refer the meeting minutes, I go back, refresh my  
20 memory from the meeting minutes. I actually really  
21 appreciated Melissa's detailed meeting minutes and  
22 the court reporter's detailed meeting minutes.

23 The one thing that I just want to bring  
24 forward is that I did call and talk to Sunshine  
25 Litigation, and I asked if it was possible for us to

1 get this service and exclude the index -- I mean the  
2 index is a great tool, but do we really need it? So  
3 I called and asked could we do it and exclude those  
4 things, and I was told, no, they're just a standard  
5 service. They do it for everyone.

6 Then I asked about the condensed version,  
7 because I thought maybe that was truly a condensed  
8 version, but what we all saw was that it was four  
9 pages on one page, but based on how big this font  
10 is, for most of us, four pages on one might be fine.

11 But, you know, I think what the question  
12 here is, as a board, do we want this level of  
13 detailed meeting minutes? Whether it's provided by  
14 a court reporter or by someone else. For me, I  
15 value the details, because even years later, I'm  
16 going back and referring to things that were  
17 discussed a year ago to just refresh my memory.

18 So I, for one, like the details, but that  
19 really was the subject of this discussion, was what  
20 do we want as a board. And I guess now we have  
21 another question about fees for a court reporter.  
22 And I know that Chair Dent has more direct  
23 involvement with those decisions.

24 So, I'll hand it to the trustees.

25 CHAIR DENT: Questions, comments,



1 discussion?

2 TRUSTEE TONKING: I, personally, like the  
3 idea of having, like, more condensed meeting  
4 minutes, and then, like, the time of where it is in  
5 the video, and if people wanted to, like, watch the  
6 video, I do that anyway.

7 I'm not sure that I quite like the idea  
8 that I could reenact my whole meeting sitting in  
9 front of me. But I do understand that it's  
10 beneficial for some. I don't know how many people  
11 would find, like, word for word as beneficial.

12 I like the more -- I liked Melissa's  
13 meeting minutes. I also liked her shorter ones when  
14 she put, like, timestamps on those.

15 But, again, it's a matter preference: Do  
16 you read? Do you like to listen?

17 I don't like the idea of spending as much  
18 as we are for this. That's kind of the one spot  
19 where I'm like, if we talk about that a lot, I feel  
20 like it's kind of contrary to other things we say.

21 CHAIR DENT: Understood.

22 TRUSTEE TULLOCH: Yeah, I like the  
23 comprehensive minutes. It think it makes sense. I  
24 mean, the condensed ones without any reference to  
25 what point of the live stream is it, it becomes very

1 difficult to find something on live stream.

2 But just, can I throw something out there?

3 Couldn't we just do the total transcripts using the

4 AI? It's unfortunate Mr. Gove's not here, but if

5 all this is is a straight transcription, surely we

6 should be able to harness the AI to do that.

7 CHAIR DENT: Because Mr. Gove's not here,

8 I will fill in for Mr. Gove for second. If we all

9 had microphones that were tied to us and we were

10 logged into Zoom as individuals, it would be a lot

11 different.

12 Instead, it's just blab and it's all

13 coming from this board meeting account. So then you

14 have to go through and figure out who said what,

15 when. I'm right there with you.

16 The Zoom does work really well for all the

17 meetings I do outside of IVGID when individuals

18 actually log into Zoom. It's very helpful.

19 TRUSTEE NOBLE: So looking at the past and

20 a couple of invoices and the number of meetings that

21 we have and the length of the meetings, we're

22 looking at spending \$50- to \$70,000 a year for this

23 court report to have this verbatim. We already have

24 live stream where it is recorded, and you can go

25 back and listen to what everybody said.

1 I think having a summary of what happened  
2 on every item, but then the time stamp of when those  
3 were so we can go back and listen to in detail, to  
4 the extent that anybody wants the detail.

5 But, to me, having a court reporter report  
6 every single word that we state, I think is extreme  
7 overkill and a tremendous waste of money, given how  
8 conscious we are about spending money on everything  
9 else.

10 CHAIR DENT: Thank you, Trustee Noble. I  
11 will say when our district clerk departed, General  
12 Manager Winqest and I did discuss this, and I think  
13 our projections for where we would be was in the  
14 \$40- to \$50,000 range for the year. So, yes, we are  
15 much higher.

16 That being said, our former district clerk  
17 was using about half of her time, which is what I  
18 was told, to work on meeting minutes.

19 And in working through the new district  
20 clerk position, and speaking with staff, it's been  
21 suggested that, potentially, that role changes a  
22 little bit. And there had been, at least one  
23 occasion, a member of the public that has reached  
24 out and is very much interested in coming to our  
25 meetings, staying late, and sitting here and

1 transcribing our minutes for us, separate from what  
2 our district clerk would be doing.

3       A lot of the problem was our district  
4 clerk was here working, then the district clerk was  
5 here working all night, and then behind as she moved  
6 forward because she was still working on the  
7 minutes.

8       And so the idea was brought up to  
9 potentially remove meeting minutes from the task of  
10 the district clerk, and that's in staff hands and  
11 there's actually -- we have three people interested  
12 in becoming -- or three candidates that we're  
13 interviewing tomorrow for the district clerk  
14 position, separate from meeting minutes, but I just  
15 wanted to give a little update on that and how we  
16 got to where we are.

17       Moving forward, I will just say I do  
18 believe this is a lot more money than I think we  
19 should be spending. I don't like the idea of  
20 getting away from the meeting minutes. I am curious  
21 if we can scale down the way meeting minutes are  
22 done a little bit. I do like how detailed they are.

23       In previous experience, there had been  
24 25-minute time slots in the meeting minutes. We had  
25 an Open Meeting Law filed against us where it just

1 said "the discussion went on for 25 minutes," and  
2 because I had opposed approving the meeting minutes,  
3 then our former general counsel decided to say it  
4 was my fault that we had the Open Meeting Law filed  
5 against me -- against the District, rather than us  
6 just fixing the issue.

7       And one other thing I do really appreciate  
8 about these meeting minutes, I don't know that last  
9 time I heard someone come to a meeting and tell us  
10 that what I said isn't true, as it relates to the  
11 meeting minutes, and can you please fix these  
12 several sentences in the meeting minutes. We've  
13 gotten away from that complaint, we've gotten away  
14 from that issue.

15       In the interim, we are paying a little bit  
16 more money, but I think we are aligned as far as we  
17 want to do better, we want to spend less, and I just  
18 think we're not quite there yet. And we're way  
19 understaffed. There's several positions that need  
20 to be filled.

21       TRUSTEE TONKING: I was going to say maybe  
22 there's a way we can figure out what we can do to  
23 maybe move forward on some of our technology stuff,  
24 so we're all sitting up here with our laptop, figure  
25 something out, and use that money that we would

1 spend on these meeting minutes, move to maybe

2 something we would use in AI.

3 CHAIR DENT: Great suggestion.

4 TRUSTEE TULLOCH: Don't let these

5 volunteers get away.

6 CHAIR DENT: I don't think it was a

7 volunteer. Kind of a volunteer. They obviously

8 enjoy late night meetings and board meetings.

9 TRUSTEE SCHMITZ: I'm just bringing in a

10 little levity, because all of you know that read

11 everything, and I did find a typographical error.

12 And it happened to be that instead of talking about

13 Chair Dent, it referred to him as Mr. Wright. And I

14 thought that may be important to get corrected.

15 I had forgot about it during our consent

16 calendar item, but our legal counsel said clearly

17 that's a typographical error. So, not everything is

18 perfect.

19 CHAIR DENT: Understood. Thanks for that

20 detail and reading it to that detail.

21 What do we want to do with this item as we

22 move forward? I feel like we've had a good

23 discussion. I feel like we are somewhat aligned on

24 this, but as far as next steps with what we've heard

25 tonight, are we kind of in a wait-and-see at this

1 point to see how things work out with staff or are  
2 we wanting to do something -- do we want to maintain  
3 the course or do we want to do something different  
4 at this point in time?

5 We could put this back on the agenda for  
6 two meetings from now to revisit this, but I just  
7 want a little feedback.

8 TRUSTEE TONKING: Let's put it on the  
9 agenda for -- well, there will be an update on  
10 hiring in the GM report, and then if there's an  
11 issue like we're not able to get a district clerk,  
12 then this needs to pop up so we can deal with it.

13 CHAIR DENT: Understood.

14 TRUSTEE SCHMITZ: I would like to ask the  
15 Chair to pursue the different options that we might  
16 have and share with us what he's learned through the  
17 interviewing process and talking with Mr. Gove and  
18 whatnot, so that then we can make a decision about  
19 that going forward.

20 But for right now, I think this is at  
21 least just a temporary solution.

22 TRUSTEE TULLOCH: I would agree with  
23 Trustee Schmitz on that. We need to take minutes  
24 and provide minutes in whatever form that we do it.  
25 We can't just drop the ball on it at the moment.

1 TRUSTEE TONKING: I just had one more  
2 thought on it. Maybe, when and if we do hire  
3 somebody for that role, can we have this on the  
4 agenda and maybe work with them so that as they are  
5 new to this role, we can just set a precedent of  
6 what we want going forward.

7 CHAIR DENT: I think that's a great idea.  
8 I would also suggest we just plan to bring this  
9 back, say, the first or maybe the second meeting in  
10 July, given we won't have an update in time for the  
11 next board packet, but we would for the first in  
12 July. Is that fair?

13 Okay. All right. That closes out item G  
14 7. Moving on to item H.

#### 15 H. REDACTIONS FOR PENDING PUBLIC RECORDS REQUESTS

16 CHAIR DENT: Redactions for pending public  
17 records for possible action. Item H 1, redactions  
18 for the pending public records request.

19 MR. NELSON: No overview in this packet.  
20 There was one that we're working on right now, so  
21 likely in your next board meeting, there will be an  
22 update.

23 Thank you.

#### 24 I. LONG RANGE CALENDAR

25 CHAIR DENT: Item I 1, long range calendar



1 can be found on pages 906 through 909 of your board  
2 packet. General Manager Winquest?

3 MR. WINQUEST: The long range calendar can  
4 be found on page 906 of 909. Your next scheduled  
5 board meeting is June 28th. This is kind of fluid.  
6 We've been trying to move things around to  
7 accommodate a lot of the different requests in the  
8 items that are going to be coming on.

9 As you can see, we do have -- I don't  
10 believe that the presentation from Waste Management  
11 will occur on the 28th.

12 And then with Mr. Navazio leaving after  
13 this, this would be his last meeting, we do have  
14 some policy updates and potential lives that we're  
15 going to be bringing, including practice 6.0, review  
16 and update. I think that was requested by the  
17 board.

18 The recreation privileges document, I  
19 think Director Feore is planning to bring that to  
20 the board just for approval with some of the  
21 required edits and suggested edits at the meeting a  
22 few months back.

23 Trustee Schmitz, just let us know if  
24 you'll be ready to do the capital advisory  
25 committee. If not, we'll bump it out to the next

1 meeting.

2 We're going to be giving you and update on  
3 awarding the contract for pool maintenance. That  
4 vendor is not comfortable with our contract  
5 template, so we may be having to go to a time and  
6 materials type of a thing. We're working through it  
7 with Legal Counsel Nelson.

8 Then we have the operating engineers, we  
9 have that item on there. Paul will be bringing the  
10 blanket purchase orders.

11 Staff is working on analysis and  
12 evaluation of the food and beverage operations. If  
13 we don't feel that they're quite ready at that point  
14 in time, we may move it, because we want to make  
15 sure that when we bring this item, it covers all of  
16 the material and what's been requested. And so we  
17 may actually reach out to -- when we have  
18 discussions with the trustees, to have a discussion  
19 about what you'd like to see above and beyond what  
20 we already know. That way, we're getting feedback  
21 and we can try to package that all together.

22 Then SPS 1, the design contract that was  
23 previously on -- I believe that was on the May 25th  
24 agenda, will be coming back on the 28th.

25 Then you have the GM performance

1 evaluation on there.

2 I just heard that the potential follow-up  
3 item on the meeting minutes will either be the 12th  
4 or the 26th, so I've noted that.

5 I think someone wanted the contract  
6 renewal with BB and K on here that actually expires  
7 on the 12th of 2023. I think it would be prudent to  
8 start discussing our relationship with BB and K, and  
9 being prepared for how you want to proceed with that  
10 contract expiring in December.

11 GM goals, and then the water reservoir  
12 coating, the siding improvement. I'll go ahead and  
13 stop there.

14 I'm happy to answer any questions or let  
15 me know if there's anything you feel like is missing  
16 on the long range calendar.

17 TRUSTEE SCHMITZ: I have a number of  
18 things that I would like to add, but before we go  
19 there, on July 12th, this annual report, PP 141  
20 resolution, can you just clarify what that is?

21 MR. WINQUEST: I think -- that is the  
22 resolution that requires annual reporting. Instead  
23 of going back and looking at the list, we'll get  
24 back to you on that.

25 TRUSTEE SCHMITZ: And one of the things

1 that I'm recalling -- and this goes back to our  
2 contracts -- I thought that Parasol (phonetic) was  
3 supposed to be giving us annual reports, and we  
4 haven't had one, I don't think, for a couple of  
5 years. I thought that was part of their lease  
6 agreement. So, we should have that.

7 MR. WINQUEST: It is. Last year I did  
8 email the report to the board. I don't know -- I  
9 don't think I've received this year's report yet.  
10 I'll follow up with Ms. Anderson on that, though.

11 CHAIR DENT: Yeah. And I think the only  
12 time -- maybe once or twice it came in front of the  
13 board where she was here presenting -- was when the  
14 whole thing happened at the DW Reynolds Center.

15 MR. WINQUEST: Yeah, would the board  
16 prefer that she give an in-person presentation?

17 CHAIR DENT: I don't think we need that.  
18 But the annual report, making sure it is on our long  
19 range calendar, just as a reminder for everyone that  
20 it is -- we know when we can expect it.

21 TRUSTEE SCHMITZ: I would like to add on  
22 the 28th, recall that the board gave myself and  
23 staff direction to go and get clarification with  
24 Moss Adams on the scope of work number 3, and I was  
25 expecting that today. I haven't yet received it,

1 but I would like to bring that back for all of you  
2 to review.

3       Also we've had some issues that have been  
4 brought up relative to the golf cancellation policy.  
5 And I believe also the All You Can Play pricing. I  
6 think those were things we did a little bit on the  
7 fly at our golf rate meeting. And I would like to  
8 bring it back to have some clarification and compare  
9 how our policy is compared to other resorts.

10       And we should put the skate park back on  
11 our calendar as well, so that we don't lose traction  
12 on that.

13       Then I was reading some things, and it  
14 used to be a half hour before the meetings, the  
15 trustees would gather and it was sort of a community  
16 town hall type situation. And I thought maybe we  
17 should either schedule a town hall or implement that  
18 half hour before, like it used to be, so that  
19 there's opportunity to have community engagement. I  
20 just wanted to throw that out also.

21       That's it, my relative to the -- oh, no  
22 it's not. I would propose that we take the things  
23 that are on the July 26th meeting date as it relates  
24 to finance, the 4410 and the 4411, these are really  
25 important forms to be filed with the State.

1 And from my perspective, with Paul  
2 leaving, I would prefer to address those as opposed  
3 to spending time on policy-type issues, because with  
4 Paul's departure and without a controller, I'm  
5 concerned about who is going to be doing those  
6 forms.

7 So, I would like to request that those two  
8 agenda items that are on the calendar for the 26th,  
9 be swapped out and are included on the 28th, so that  
10 at least we have those forms completed.

11 MR. WINQUEST: I will definitely talk to  
12 Paul about that and see if he has the bandwidth to  
13 get that done, potentially, if we swap those items  
14 out, and we likely would. But I understand the  
15 importance. I agree. I'll talk to our director of  
16 finance.

17 CHAIR DENT: Any questions on items?

18 TRUSTEE TONKING: I'm just confirming  
19 we're actually going to do the GM performance  
20 evaluation on June 28th.

21 CHAIR DENT: We are not doing that on June  
22 28th. We need to place an item on the agenda for  
23 consideration of a separation agreement. And that  
24 would be -- what we discussed was a special meeting  
25 for next week. And we will work through Susan,

1 since we don't have a district clerk, to coordinate  
2 with the board for that.

3 Any other comments or questions as it  
4 relates to the long range calendar?

5 TRUSTEE SCHMITZ: As it relates to the  
6 meeting that Trustee Dent just proposed, I just want  
7 my fellow trustees to know that I am unavailable on  
8 Tuesday. I'm completely unavailable.

9 TRUSTEE TONKING: I request that that  
10 meeting is in the evening.

11 CHAIR DENT: We're -- it'll be in the  
12 evening. Yeah.

13 MR. WINQUEST: So to be clear, there's no  
14 way you'd be able to have a meeting on Tuesday, the  
15 timing, anyways.

16 CHAIR DENT: Any other questions on this  
17 item? That closes out item I 1. Moving on to item  
18 J.

19 J. BOARD OF TRUSTEES UPDATES

20 CHAIR DENT: Any updates from the  
21 trustees?

22 TRUSTEE TONKING: Yes, me. I'll start  
23 with golf. We need to put the cancellation policy  
24 on the long range calendar. We solved that problem,  
25 so that one's good.

1 I will get everyone a copy of this sheet  
2 that I'm looking at, but Director of Golf Howard put  
3 together a comparison from May 26th to June 8th, the  
4 week that we just got, and then did the exact same  
5 for the prior year, just a day off.

6 But what we found is that revenue for the  
7 week last year was \$126,801, which was roughly  
8 \$67.44 per round. And this year we're at \$80.51 per  
9 round, for a total revenue of \$171,000. So this is  
10 \$44,000 more, and it's 247 more rounds of golf that  
11 occurred during this weather. So the ten-minute  
12 intervals have seemed to help. So that's exciting.

13 I also had the opportunity to play golf in  
14 the rain yesterday. It was no so exciting.

15 Then my other ones are from parks and rec.  
16 The first thing is, as many of you know, we lost our  
17 James over in the parks department, so it been a  
18 really sad week over there. We had Arbor Day today,  
19 and we got to plant some trees, so that was fun.

20 And then just an update on tennis and  
21 pickleball passes. So far, we have sold pickleball  
22 and tennis passes, we've sold 282 of them, which is  
23 \$74,000 in revenue. Just the membership without  
24 including ball, machine, and six pack, we've sold  
25 244, which is \$57,750. And then there's 632



1 drop-ins since May 9th, for a \$6,984 revenue. I can  
2 type that all up so everyone has those numbers, but  
3 those are my really fun updates.

4 TRUSTEE TULLOCH: So my updates, I met  
5 with Granite Construction yesterday. I expressed  
6 the concerns of -- my concerns and I think most of  
7 the board's and the public's about the huge  
8 increases in price. And I pointed out to them, in  
9 terms -- particularly, we've seen in the level of  
10 rate increase. I pointed out we might need to look  
11 at slightly different policies in terms of that, and  
12 asked them to go away and look at some different  
13 options, how they take more costs out of it.

14 Also the Moss Adams contract, we have a  
15 kick-off meeting on Tuesday, have been provided with  
16 a lot of that data that has been requested. That's  
17 moving forward, and we're hoping to get interviews  
18 done before the start of July with senior staff and  
19 board members.

20 CHAIR DENT: Any other updates?

21 TRUSTEE SCHMITZ: Staff has been working  
22 diligently to support the requests for Picture  
23 Passes, punch cards, what have you. They've been  
24 doing a great job. They're digging into this  
25 Ordinance 7 and really trying to make sure that

1 they're understanding things, and the booth staff's  
2 been doing a phenomenal job.

3       Reviewing passes, I happen to stumble  
4 where somebody had a picture on their phone, and the  
5 staff member was very courteous, but very firm, to  
6 say, "That is not you."

7       So, they're all really working hard and  
8 really trying to do a good job, and everyone is  
9 really digging into Ordinance 7, and I think that's  
10 really commendable.

11       CHAIR DENT: Awesome. And then just an  
12 update on Ordinance 7, or, I guess, the issues that  
13 we're experiencing. I did speak with Kathy. It's  
14 sounds like we will -- we're hoping to meet our goal  
15 of having a response by the week, and once we do,  
16 through legal counsel, you guys will all be  
17 informed.

18       Any other comments, questions?

19       Okay. All right. That closes out item J.  
20 Moving on to item K.

21 K. FINAL PUBLIC COMMENTS

22       CHAIR DENT: Any public comments in the  
23 room?

24       MS. MARTINI: Margaret Martini. Wow,  
25 evaporating audience with no important -- with so

1 many important issues left on the agenda, within ten  
2 minutes of the initial public comment where  
3 everybody commented and then evaporated. Go figure.  
4 It's important to listen to the whole agenda to see  
5 what's going on. Not just their only little,  
6 short-sided narrow opinions.

7 I'd like to address the \$7,000 a month for  
8 the court reporter. If you figure out, 7 times 12  
9 is 84, and then you hire someone to do that job with  
10 our wonderful compensation packages that we seem to  
11 have, having the court reporter for \$84,000 a year  
12 or less, because we don't have that many meetings  
13 every month, I would think that that would be a  
14 better way to go. It's completely unbiased, it's  
15 complete down to the commas.

16 I think that probably there would be no  
17 benefits or anything to address that. You just hire  
18 her, she does her job, turns it over to you, and you  
19 don't have another employee with benefits and et  
20 cetera. So I think that that's really something to  
21 consider when you are just paying some to do just  
22 one position, and they do nothing else.

23 I had to laugh at everybody that said,  
24 "Oh, and punch cards are so devalued. Look what  
25 you've done, you've devalued our punch cards."

1 Hello, people, you're only getting charged  
2 for what's on that punch card. You're not getting  
3 charged \$180 for a \$91 punch card. It's completely  
4 a wash. It's completely equal. I just -- that kind  
5 of blew me away.

6 Then I think that we really need to look  
7 at Moss Adams' --

8 CHAIR DENT: Thirty seconds.

9 MS. MARTINI: -- policies and procedures.  
10 We really need -- we have no internal controls yet,  
11 been looking at that for ten years, and then just  
12 back to the need for an internal audit. This could  
13 all have been solved, a lot of these issues solved  
14 years ago with an internal audit, and it should have  
15 happened before now.

16 I want to thank you to the board for  
17 staying late and for being so thorough. Thank you.

18 MR. CALLICRATE: Tim Callicrate, 170  
19 Mayhew Circle.

20 Interesting meeting. To Ms. Martini, many  
21 of us have been at home watching this meeting and  
22 listening to the live stream, so your comment is  
23 interesting at best. Not everybody has to be there  
24 in the room, like some of you feel that you need to  
25 to show your big, beautiful selves.

1 I'm curious as to why Trustee Schmitz on  
2 her own was calling around and trying to discern  
3 information when it's the board that makes the  
4 decisions and then dictates who or whom will make  
5 the necessary phone calls.

6 For somebody who reads everything, as she  
7 stated, and has been called upon by her acolytes as  
8 the most brilliant individual in the room, I find it  
9 interesting that she didn't quite understand what  
10 was being discussed. So that's something to  
11 ruminate over.

12 It's interesting about the comments,  
13 again, that Ms. Martini made about no internal  
14 controls over ten years, and I've heard no internal  
15 controls over five years, whatever, there are  
16 internal controls, people, you just haven't decided  
17 to put that out to the community. There are  
18 internal controls. It's a work in progress.

19 Trustees Schmitz and Dent, you know that  
20 more than anyone because we all worked on that when  
21 I was on the board with you.

22 I am sorely disappointed at your lack of  
23 ability to look at the bigger and broader pictures  
24 in this district, and I find it really, really  
25 galling that you're going to call a special meeting

1 next week to discuss the termination of the general  
2 manager. Tonight was a total sham. You two need to  
3 resign immediately. And I'm here to tell you, I  
4 will be leading a recall effort for both of you.  
5 You are absolutely abject, you don't know what  
6 you're doing, you don't deserve to serve as trustees  
7 on this Board of Trustee, you don't know your roles  
8 as trustees.

9       And all I can say, folks, is this  
10 community needs to rally and drive these people out.  
11 You're doing nothing but dividing this community.  
12 It's shocking that you sat there tonight with your  
13 heads burrowed in your phones, neglecting the people  
14 making comments. You don't deserve to be a trustee.  
15 Neither of you.

16       And Trustee Tulloch, I hope that you have  
17 enough wherewithal to rise above the fray of this  
18 and vote against this travesty.

19       Thank you.

20       MR. MILLER: Charlie Miller.

21       I am going to echo a lot of what Tim just  
22 said. Ms. Martini, a lot of us don't have time to  
23 sit there for seven hours, whatever it is,  
24 typically. We have families, we have to cook  
25 dinner, we have to put kids to bed. But we're

1 listening. We're paying attention.

2 I'm a bit appalled after so many hours  
3 tonight of listening to this, and I feel like you  
4 guys are tone deaf to all the comments of support  
5 for Indra and what the community wants. And a  
6 handful, if that, going the other way.

7 That side comment, at the end of the  
8 night, that, oh, yeah, and then there's a special  
9 meeting next week for a separation agreement, out of  
10 the blue. I mean, what is that?

11 No transparency. You guys talk about  
12 transparency constantly. That is the last thing I  
13 heard tonight.

14 I hope there's an awakening in this  
15 community. I hope that the people understand that  
16 it's getting driven in the ground right now by how  
17 you guys are running this town. It's just very  
18 disappointing.

19 We can't be there all the time to get in  
20 your face. We elect you to do the right thing and,  
21 boy, I wish you didn't get the votes you did. So  
22 I'm very disappointed. I hope the best for Indra.  
23 I hope this town can wake up.

24 Thank you.

25 MR. WRIGHT: Frank Wright.

1 Well, I've come to a conclusion tonight.  
2 I see a divided town. We have the Clampetts, we  
3 have the McCoys, and after those last two speakers,  
4 we have the bus in one flew over the cuckoo.

5 We have an ex-board chairman that didn't  
6 know how many terms he could run. We have an  
7 ex-utility manager who is working in another part of  
8 the state -- for another state, and he is an  
9 authority on everything that goes on here. The  
10 people who spoke tonight, like I said earlier, they  
11 don't know anything. They just came in to do what  
12 Myles Riner told them to do.

13 I'd like to see all the signatures that  
14 they had that they didn't produce. I got a whole  
15 pile of signatures too. I won't show them to Myles  
16 until he shows me his. I got a feeling he didn't  
17 have that many. I got a feeling Charlie is just  
18 talking out of his nose. He doesn't know what's  
19 going on.

20 So, looking at it all now, looking at  
21 tonight, you guys did a great job. You handled the  
22 inadvertent mob that showed up, that caved because  
23 Myles Riner decided that he was going to call these  
24 people together, and they were all going to sit  
25 there and tell us how wonderful Indra is. Not one



1 of them shared any information about Mr. Winquest's  
2 job performance. They don't how he performs his  
3 job. All we can see is the end result of his doings  
4 within the District.

5 The budget's a mess. The finances are a  
6 mess. The hiring of people without going out to  
7 public disclosure, not posting jobs. This is stuff  
8 you just don't hear very often in a government.  
9 They have rules and regulations you must follow.  
10 Mr. Winquest doesn't know them. He doesn't know how  
11 to follow them. He doesn't know what he's doing.

12 And to have somebody like that running  
13 this district is just insane. I don't even know if  
14 he's going to be removed. Nobody knows. But  
15 Mr. Miller does. Mr. Callicrate does. And by the  
16 way, Mr. Callicrate doesn't even live here anymore.  
17 The last I heard, he moved out. I don't know where  
18 he's living, but I know he's not living where he  
19 used to live. I'm not even sure he's paying the rec  
20 fee.

21 So, here's a guy that's not paying the rec  
22 fee, that didn't know how many terms he could run,  
23 and he's telling us what he thinks of the board.  
24 And, by the way, when he was the board chairman, he  
25 was horrible. Horrible. Horrible. So he really

1 can't speak. I'm sorry.

2 CHAIR DENT: Thirty seconds.

3 MR. WRIGHT: Anyway, good job, and I thank  
4 you for what you do. And I'm sure that we're going  
5 to go forward, and we're going to change some of the  
6 problems that we have here, especially the golf  
7 mess. What a mess. What a mess.

8 Thank you very much. Bye-bye.

9 CHAIR DENT: Matt, do we have any other  
10 public comments?

11 MATT: No, Chair.

12 CHAIR DENT: All right. That will close  
13 out or final public comment.

14 L. ADJOURNMENT

15 CHAIR DENT: We are adjourned. It is  
16 10:39. Thank you all for your efforts. We're  
17 adjourned.

18 (Meeting adjourned at 10:39 P.M.)

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<b>\$</b>	<b>\$159,000</b> 143:19	<b>\$4,000</b> 146:15	<b>\$6.9</b> 62:13	190:11
<b>\$1</b> 136:10	<b>\$16,000</b> 145:18	<b>\$40-</b> 174:14	<b>\$67.44</b> 187:8	<b>\$850,000</b> 62:10
<b>\$1.4</b> 143:10	<b>\$160,000</b> 160:23	<b>\$43,000</b> 154:3	<b>\$7,000</b> 190:7	<b>\$9.6</b> 62:20
<b>\$10</b> 59:1 160:8 166:14	<b>\$17,000</b> 147:3	<b>\$43,800</b> 43:16	<b>\$7,893.55</b> 30:25	<b>\$91</b> 105:22 106:21 112:7 191:3
<b>\$10,000</b> 49:13 72:5,8 144:24 156:18	<b>\$171,000</b> 187:9	<b>\$44,000</b> 187:10	<b>\$70</b> 122:9	<b>\$921,000</b> 145:7
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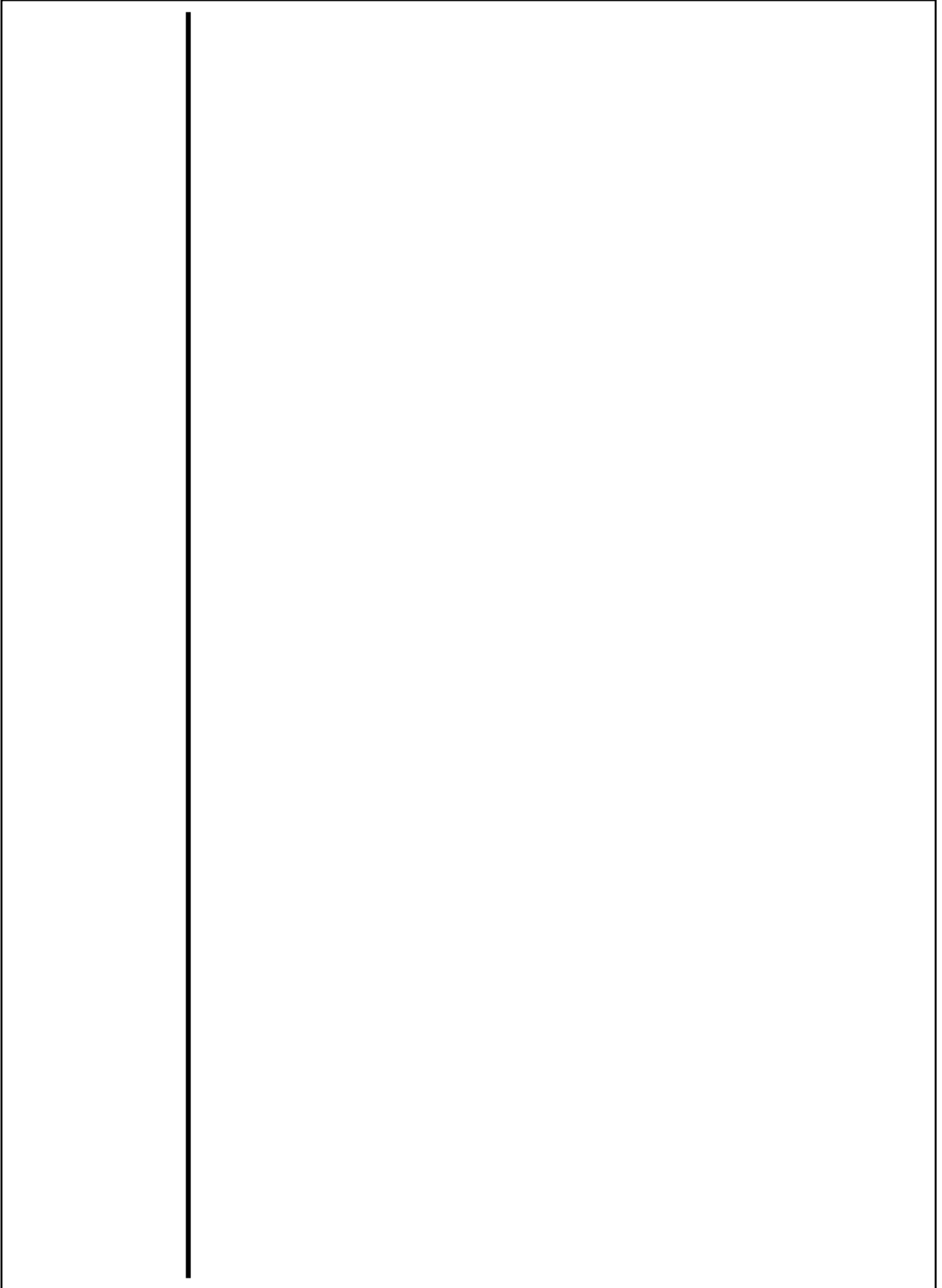
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# INVOICE

1 of 1



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Phone: (800) 330-1112  
litigationservices.com

Susan A. Herron, CMC  
Incline Village General Improvement District  
893 Southwood Boulevard  
Incline Village , NV 89451

Invoice No.	Invoice Date	Job No.
1628353	6/26/2023	989396
Job Date	Case No.	
6/14/2023		
Case Name		
Incline Village General Improvement District Board of Trustees Meeting		
Payment Terms		
Net 30		

ORIGINAL TRANSCRIPT OF:  
Hearing (Public Meeting)

2,839.85

**TOTAL DUE >>>**

**\$2,839.85**

Location of Job : parties to appear via zoom

The LIT Group 079F

Please note, disputes or refunds will not be honored or issued after 30 days

Charge to 100-11-100-6030  
\$500 Base Fee  
\$7.95 per page = 293.06 pages  
S. Herron 06-26-2023

**Tax ID:** 20-3835523

*Please detach bottom portion and return with payment.*

Susan A. Herron, CMC  
Incline Village General Improvement District  
893 Southwood Boulevard  
Incline Village , NV 89451

Job No. : 989396 BU ID : RN-CR  
Case No. :  
Case Name : Incline Village General Improvement District Board of Trustees Meeting  
Invoice No. : 1628353 Invoice Date : 6/26/2023  
**Total Due : \$2,839.85**

Remit To: **Sunshine Reporting and Litigation Services, LLC**  
**P.O. Box 103091**  
**Pasadena, CA 91189-3091**

**PAYMENT WITH CREDIT CARD**



Cardholder's Name: \_\_\_\_\_  
Card Number: \_\_\_\_\_  
Exp. Date: \_\_\_\_\_ Phone#: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
Zip: \_\_\_\_\_ Card Security Code: \_\_\_\_\_  
Amount to Charge: \_\_\_\_\_  
Cardholder's Signature: \_\_\_\_\_  
Email: \_\_\_\_\_

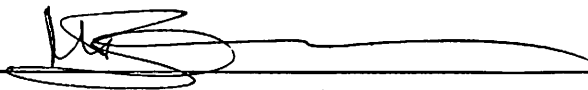


# PETITION IN SUPPORT OF INDRA WINQUEST

I support Indra Winquest's continued employment as General Manager of the Incline Village General Improvement District (IVGID). Mr. Winquest has worked at IVGID for over 20 years and has developed a level of expertise that is unmatched. He cares deeply about our community and IVGID staff. He guided IVGID through the pandemic and continues to lead IVGID with professionalism that is unrivaled. Nobody is perfect, but Mr. Winquest is the BEST person to handle the General Manager position at IVGID.

I employ the IVGID Board of Trustees to ensure that Indra Winquest remains our General Manager for the next several years.

NAME	ADDRESS/IVGID PICTURE PASS ID #	DATE
MARY BECKER	346 WINDING WAY Incline Village, NV 89451	6/13/23



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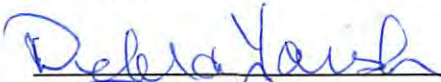

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PLEASE BRING ANY PETITIONS THAT ARE SIGNED AND VERIFIED BY ADDRESS AND/OR IVGID PICTURE PASS # TO THE IVGID board meeting on June 14 (by 5:45 pm) so they can be collected at the door and delivered to The Trustees.

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<u>Signature</u>	<u>First and Last Name</u>	<u>Street Address or IVGID pict pass #</u>	<u>Date</u>
	Debra Yarish	646 Village Blvd.	6/14/23
	Tony Robinson	915 INCLINE WAY-304	6-14-23

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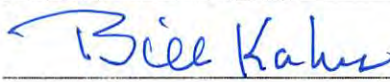
Signature	First and Last Name	Street Address or IVGID pict pass #	Date
	William L. Morris, Jr.	1049 Apollo Ct. 89451	06/12/23
	JOSEPHINE L. Morris	" "	" "
	Sharon Schrage	695 Cristina Dr. 89451	6/12/23
	Jeanie Reeth	IVGID 1190585	6/12/23
	TOM MILLHOFF	580 DOUGLAS CT, 89451	6/14/23
	TARA Cannon	11110 Pinecone	6/14/23
	Alyssa Adams	831 Ophir Park Rd	6/14/23
	DIANE MORRISON	825 GERALDINE	6/14/23

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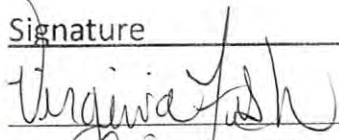
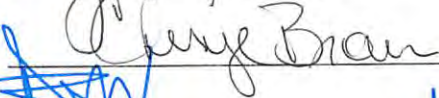


Signature	First and Last Name	Street Address or IVGID pict pass #	Date
	SHARON SCHRAGE		6/12/23
	Holly Beaulac	744 Tyner Way	6/14/23
	Khal Phuekchan	695 Saddlehorn	6/14/23
<del></del>	<del>Linda Kahrs</del>	<del>625 Lariat Circle #1</del>	<del>6/14/23</del>
	Bill Kahrs	625 Lariat Cir #1	6-14-23

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Signature	First and Last Name	Street Address or IVGID pict pass #	Date
	Virginia Fish	140 Village Blvd	6-13-23
	Cheryl Brown	123 Juanita Dr #1-8	6-13-23
	KRISTIE WELLS	27949346	6/13/23
	CHRIS HEUER	27949333	6/13/23

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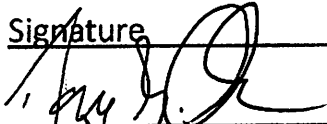
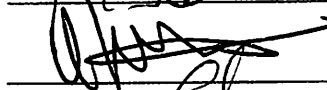
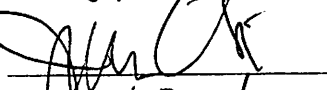
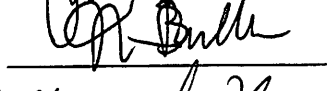

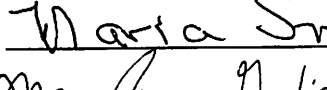
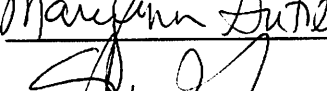
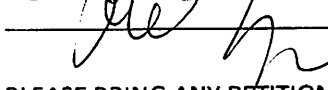
Signature	First and Last Name	Street Address or IVGID pict pass #	Date
<i>Barbara A. Waras</i>		144 Village Blvd Unit 4A	6-13-23
<i>Judy Simon</i>		4 Cala Nova Dr #7	6-13-23
<i>Tom Hubbard</i>		664 Country Club	6-13-23
<i>[Signature]</i>	DANA GAUTHIER	668 TYNER WAY	6-15-23
<i>Elyce Gall</i>	ELYCE GALL	668 Tyner Way	6/13/23
<i>[Signature]</i>		668 Tyner Way	6/13/23
<i>Sheela Amra - Sheila Smith</i>		144 Village Blvd #61	6/14/23
<i>Craig Gorbey</i>	Craig Gorbey	931 Enclime Way #256	6/14/23

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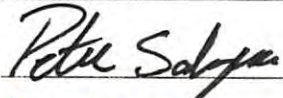


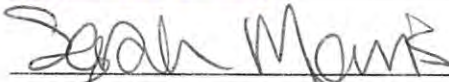


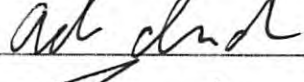

Signature	First and Last Name	Street Address or IVGID pict pass #	Date
	James Casper	440 Frost Green	6/13/23
	Vanessa Beecher	929 Northwood Blvd	6/13/23
	Juliet Asghar	4 Cala Nueva Drive #1 Crystal Bay	6/13/23
	Peter Bulth	440 Harold	5/13
	Martha Marsh	1322 Tival Dr	6/13/2023
	Maria Smith	929 Northwood BLV.	6/13/2020
	MaryAnn Gutierrez	609 Woodridge Cir	6-13-23
	Sheila Zimmerman	848 Rosewood Cir	6/13/23

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	Peter Salazar	383 Willow Ct.	6/13/23
	Carol Buerger	1209600	6/13/23
	Tom Rosenthal	P.O. Box 6467	6-13-23
	Sarah Manis	965 Jennifer	6.13.23
	Lisa Hepley	597 Fuller Leaf Way	6.13.23
	Chad Smith	1041 Warburton Unit B	6.13.23
	Adia van Peborgh		4/13/23
	Tim Kelly	274 Tramway Rd	6/13/23

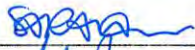


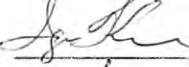



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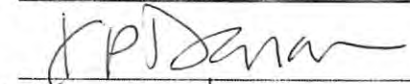
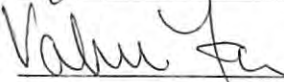
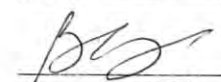

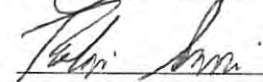
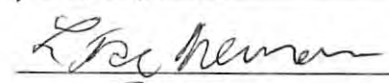
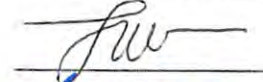

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	Sara Wajcik	629 Lariat Cir Unit A	6/11/23
	Nicholas Kruse	629 Lariat Cir Unit A	6/11/2023
	Nedko Cekir	680-Wilson Way #5	6/11/2023
	Igor Kouznetsov	1036 LUCERNE WAY	6/11/2023
	Elene Ruzner	1036 Lucerne Way	6/11/23
	Richard Deluna	982 Hook Ct	6/11/23
	Kerstin Deluna	982 Hook Ct	6/11/23

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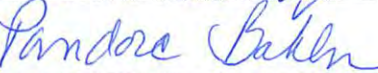
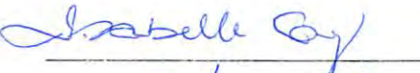


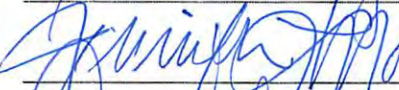

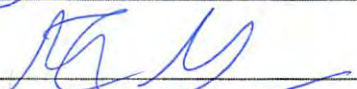
Signature	First and Last Name	Street Address or IVGID pict pass #	Date
	Kerry Donovan	856 Ophir Peak	6/8/2023
	Valerie Flynn	019 Alpine View	6/8/2023
	Bonnie York	1120 Lunker Way	6/8/2023
	<del>Elena Popov</del>	<del>1360 Lunker Way</del>	<del>6/8/2023</del>
	Robin Smith	198 Country Club Dr. #2	6/10/2023
	LIS NEenan	345 Mountain Lake Court	6/10/2023
	Lourdes Avenir	1052 Apollo Ct.	6/10/2023
	Linda Kahrs	625 Lariat Cir #1	6/11/2023

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	Albert Oberauf	633 Village Blvd.	5/13/2023
	Pandora Bahlman	1041 Warbonnet	6/13/23
	Isabelle Carey	837 Treels Peak	6.13.23
	Patrick Carey	"	6.13.23
	Shelia Lejan	553 Boothill Ct	6.13.23
	Jennifer Moore	741 Betty Ln.	6-13-23
	Andrea Gitchell	710 Bunker CA	6/13/23
	Cord Gitchell	710 Bunker CA	6/13/23

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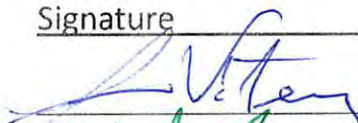
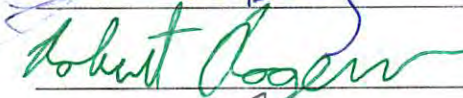
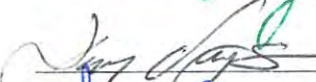


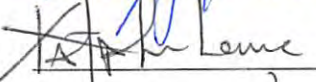
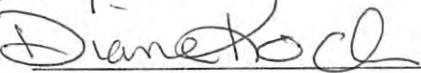
Signature	First and Last Name	Street Address or IVGID pict pass #	Date
	Valerie Flynn	619 Alpine View	6-13-2023
	Brea Ropelis	989 Tahoe Blvd #6	6-13-2023
	Laura Litynski-Vitencz	989 Tahoe Blvd #6	6-13-2023
	Jessica McLeod	335 Skyway	6-13-2023
	KATRINA CARRIER	820 Oriole Way #68	6/13/23
	PAUL CARRIER	820 Oriole Way #68	6/13/23
	K. Smith	1021 Tomahawk	6-13-23
	Danna Bush	807 Sneed Ct	6/13/23

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	JORD VITENCZ	989 Tahoe Blvd Unit 6	6/13/2023
	Robert T Rogers	692 Bridger Ct, I.V.	6/13/2023
	DAN VARGAS	1508 LAMONER DR, CARSONVILLE, NV	6-14-23
	Linda Crowell	108 Steam Circle IV	6/14/23
	Barry Hanson	583 Knotty Pine Dr.	6/14/23
	Kristopher Lence	Peepsight Ct I.V.	6/14/23
	Diane Koch	697 Birdie Way	6/14/23

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NAME	ADDRESS/IVGID PICTURE PASS ID #	DATE
Charlene Temple	820 Oriole Way #84 IV	6-7-2023

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<u>Michael Jew</u>	<u>MICHAEL GROSS</u>	<u>786 BURGUNDY RD</u>	<u>6/14/23</u>

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NAME	ADDRESS/IVGID PICTURE PASS ID #	DATE
Kendra Wong	242660	6/9/2023
Alexander Wong	271527	6/9/2023
Kristopher Wong	271529	6/9/2023
Ethan Bolinger	1247795	6/9/2023


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NAME	ADDRESS/IVGID PICTURE PASS ID #	DATE
<i>Gail Smith</i>	IVGID ID # 1311287	
<i>Gail Smith</i>	685 Wilson Way #1, IV, NV 89451	6/10/23
	IVGID ID # 288671	
<i>Curtis Smith</i>	685 Wilson Way #1, IV, NV 89451	6/10/23

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<i>Marcia Ellis</i>		<i>845 O'Neil Way</i>	<i>6-12-23</i>
<i>Bud Ellis</i>		<i>845 O'Neil Way</i>	

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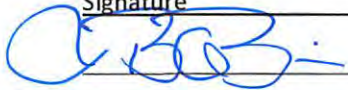
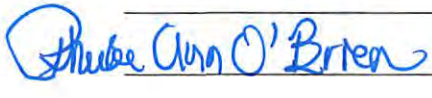
<u>Signature</u>	<u>First and Last Name</u>	<u>Street Address or IVGID pict pass #</u>	<u>Date</u>
	ROBERT FEGER	1156 280	6/13/23

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	James O'Brien	886 Tyner Way	6/12/2023
	Phoebe Ann O'Brien	886 Tyner Way	6/12/2023

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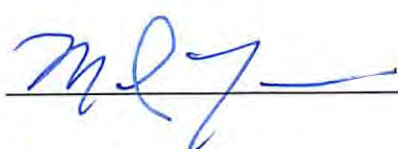
NAME	ADDRESS/IVGID PICTURE PASS ID #	DATE
Jane Rubsane	IVGID: 253751 929 Northwood Blvd #21	6/12/23
Frederick R. Rubsane	IVGID: 1229283	6/12/23
	380 TUSCARORA, CRYSTAL BAY, NV 292598	6/12/23
Suzie Hansen	957 Jennifer St. IVGID #1209491	6/12/23
Matt Hansen	957 Jennifer St. IVGID #1209499	6/12/23
Heather Shock	293958 603 Crystal Pl. Rd	6/14/23
	BT 5788 IV	6/12/23

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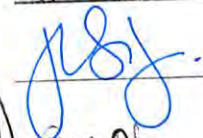


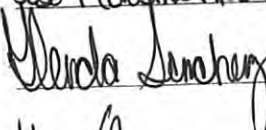
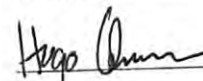
NAME	ADDRESS/IVGID PICTURE PASS ID #	DATE
Kevin Donovan	856 Ophir Peak Rd	6/13/23
Megan P. Wamen	722 Country Club / # 1213618	6/13/23
	722 Country Club / # 1258013	6-14-23
Marina Alexandrov	726 Country Club Dr / 1309803	6-14-23
Valentin Alexandrov	726 Country Club Ph /	6-14-23
Maksim Alexandrov	726 Country Club Dr 1	6-14-23
	981 Dorsey Dr. <sup>246674</sup>	6-14-23
Lori Tawener	981 Dorsey Dr.	6-14-23

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Signature	First and Last Name	Street Address or IVGID pict pass #	Date
	Jacklyn Dunklee Signorelli	817 Oriole Way #4 Pass # 39689049	6.14.23
	Amanda Johnson	225 Pinecone Rd	6/14/23
	Andreina Constantino Quinoz	845 Southwood #59 #233934	6/14/23
<del>JOSE F. CONSTANTINO UERRA</del>	<del>JOSE F. CONSTANTINO UERRA</del>	861 Southwood Blvd #11	6/14/23
	Glenda Sanchez	845 Southwood U.S.9	June 14 2023
	HUGO QUINOZ	845 Southwood #59	06/14/23

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Signature                      First and Last Name                      Street Address or IVGID pict pass #                      Date

Roger W. Christensen

ROGER W CHRISTENSEN

150 JUANITA DR UNIT 11

Incline Village NV 89451

~~PICT~~ PASS # 248779

6/12/2024

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Signature	First and Last Name	Street Address or IVGID pict pass #	Date
<i>Kathleen Christensen</i>	<i>Kathleen Christensen</i>	<i>150 Juanita Ldr #11</i>	
		<i>Incline Village, NV. 89451</i>	
		<i>Pass:</i>	
		<i>6/13/2023</i>	

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<u>Signature</u>	<u>First and Last Name</u>	<u>Street Address or IVGID pict pass #</u>	<u>Date</u>
	Michael Davis	929 Northwood Blvd, #107 <sup>IVGID Pass</sup> 1250845	6/11/23
	Barbara Davis	929 Northwood Blvd #107	6/11/23
	DAN BEADLE	581 Rockrose Ct 218507	6/11/23
	PATRICIA BEADLE	581 ROCKROSE COURT	6/11/23

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NAME	ADDRESS/IVGID/PICTURE PASS ID #	DATE
ROBT A. SKIDMORE	(210498)	6/12/23
928 NORTHWOOD BLVD.		
# 4, INCLINE VILLAGE, NV 89451		




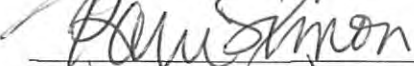

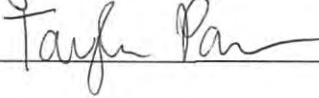
*Robt A. Skidmore*

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	Tim Flynn	619 Alpine View, IV 1210435	6/10/23
	Paula Adamo	692 Palmer Ct. IV	6/13/23
	John Cheney	930 Tahoe Blvd	6/13/23
	KAREN SIMON	933 Northwood Blvd #25	6/14/23
	JAN SHIPSTEAD	171 Village Blvd #2	6/14/23
	Taylor Parsons	820 Oriole way #59	6/14/23

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	Christine Fahed	949 Harold	6/11/23
	Shahan Lame	1084 Open Rd IV	6/11/23
	Shale Arvedo	158 Tramway Rd. IVNV	6/12/23
	Marion Ledson	3355 Ski Way IVNV	6-12-23
	SHERINE KUCKHOFF	136 JUANITA DR	6/12/23
	Tim Fryer	619 Alpine View IW	6/12/23
	MARK Buerke	725 TYPEN way	6-12-23
	Grant Meyer	300 Second Creek Dr.	6/12/23

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NAME ADDRESS/IVGID PICTURE PASS ID # DATE

John Levy PO Box 3093, Incline Village #209788 6/14/23

Linda Levy P.O. Box 3093, Incline Village #209789 6/14/23

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1. Robert Robins	109 SLOTT PEAK I.V.	6/14
2. Linda Robis	SAME I.V.	6/14
3. Cathy Baker	578 Fallen Leaf Way/	6/14/23
4. Bo Baker	775-229-5559 Incline Village, NV 89451 SAME	.
5. Bob Baker	SAME	6/14/23
6. Joe Fernandez	SAME 775-200-591	
7. Robert P. Baker	SAME 775-200-5916	6/14/23
8. Neil Harding	{ 914 Miners Ridge Ct.	
9. Lisa Harding	{ Unit 3 Incline Village 89451	6/14/23
10. Catherine Bock	1105 Tiller Incline Village	6/14/23
11. Lauren Keller	SAME	

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Susan Mathis	573 Sugarpine Dr. IV 930 Tahoe Blvd Ste 802 PMB 454	276614 6-14-23
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Edie Jarrell	IV	122657 6-14-23
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Penny Dupin	545 COLE CIRCLE IV	1156038 6-14-23
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Jan Crowell,	108 Steam Circle.	6-14-2023
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Duane Catania	932 Betty Ln.	6/14/2023
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Paul Steinhilber	265 Glen Way IV	6/14/23
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Shari Steuberg	265 Glen Way IV	6/14/23
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Will Mathis	872 Tanager St Apt 4 IV	6/14/23
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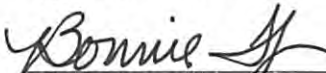

NAME	ADDRESS/IVGID PICTURE PASS ID #	DATE
<i>[Signature]</i>	# 210169	
DIANE FINGGAN	584 FALLEN LEAF WAY	6-10-23
<i>[Signature]</i>	# 21404011	
Judy Gamber	947 Incline Way	6-10-23
<i>[Signature]</i>	# 209085	
SALLY BAUMWELL	549 LAKE SHORE BLVD #3	6.10.23
<i>[Signature]</i>	# 243382	
KAREN A. GOTELL	653 TYNER WAY	6-10-23
<i>[Signature]</i>	# 243381	
Don BARTLE	653 TYNER WY	6-11-23
Michael WANG	782 Golfers Pass, IV	6-11-2023
<i>[Signature]</i>		
Lucille Leong Wang	782 Golfers Pass Rd, IV	6/12/23

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NAME	ADDRESS/IVGID PICTURE PASS ID #	DATE
Bonnie Flynn	999 Chip Ct.	
	# 1182075	6-14-2023
Mike Flynn		
	1182069	6-14-2023

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Eric Warren	PO Box 3252 / 206764	6/14/23
Janet Pahl	PO Box 4460	D. W. 89450 6/14/23
Bob Apple	930 Lake Blvd #202-202	IV. 89451 6/14/23
Robert Wolf	8072 IV NV 89450	


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NAME	ADDRESS/IVGID PICTURE PASS ID#	DATE
LUCITT, JIM 	602 FALLEN LEAF WAY / 4205951	6-9-23

SUSAN McLEAN 	602 Fallen leafway. 89451 / 4205923	16.9.23
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GERALD LEWIS	850 NORTHWOOD #49 / 239830	6/11/23
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UNA LEWIS	850 NORTHWOOD #49 / 1240595	6/11/23
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ELYSE GUT	611 Fallen Leaf Way - 202548	6-9-23
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Blair Gut	611 FALLEN LEAF WAY - 202547	6-10-23
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Ryan Kucera	607 Fallen Leaf Way 202532	6/10/23
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Lisa Nelson	395 2nd Tee Dr.	6/12/23
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Melissa Pugh	504 Jensen Circle	6/12/23
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Whitney Reed	831 Golfers Pass Rd.	6/13/23
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Kristen Corbin	836 McCouray	6/13/23
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Patty Finney	310 Ski Way	6/14/23
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<u>Signature</u>	<u>First and Last Name</u>	<u>Street Address or IVGID pict pass #</u>	<u>Date</u>
	Shari Steinberg	205 Glen Way	6-14-23
	Paul Steinberg	205 Glen Way	6-14-23

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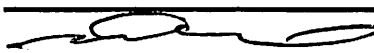
NAME	ADDRESS/IVGID PICTURE PASS ID #	DATE
<i>JOHN KROGER</i>	<i>1410 TIROL DR. IV, NV 89451</i>	<i>6/14/2023</i>

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## PETITION IN SUPPORT OF INDRA WINQUEST

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I employ the IVGID Board of Trustees to ensure that Indra Winquest remains our General Manager for the next several years.

NAME	ADDRESS/IVGID PICTURE PASS ID #	DATE
		
NICHOLAS MAIOCCO	553 LEN WAY	6/13/23
Keli Maiocco	553 Len Way	6/14/23
Michelle Kuder	828 Freels Peak	6/14/23
Cara Balkan	Picture Pass # 1260070	06-14-23
Suzanne Brass	590 Jackpine Ln	06-14-23
Melanie Meadows	125 Mayden	6/14/23
Randy Valler	690 David Way	6/14/23
Ken Tonking	546 LANTERN CT	6/14/23

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NAME	ADDRESS/IVGID PICTURE PASS ID #	DATE
DocuSigned by: <i>Shahri Masters</i>	1214429 Address: 699 Hogan Court #4	6/13/2023


<small>638E5288090247F...</small> <i>Shahri Masters</i>	<i>546 LANTERN CT.</i>	<i>6/14/23</i>
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NAME	ADDRESS/IVGID PICTURE PASS ID #	DATE
Cathleen Till	696 Village Blvd #32 IV, 89451 292942	6/14/23
 Keith Till	696 Village Blvd #32 292941	6-14-23

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## PETITION IN SUPPORT OF INDRA WINQUEST

I support Indra Winqest's continued employment as General Manager of the Incline Village General Improvement District (IVGID). Mr. Winqest has worked at IVGID for over 20 years and has developed a level of expertise that is unmatched. He cares deeply about our community and IVGID staff. He guided IVGID through the pandemic and continues to lead IVGID with professionalism that is unrivaled. Nobody is perfect, but Mr. Winqest is the BEST person to handle the General Manager position at IVGID.

I implore the IVGID Board of Trustees to ensure that Indra Winqest remains our General Manager for the next several years.

NAME	ADDRESS/IVGID PICTURE PASS ID #	DATE
MARK MARELICH	1193151	6/11/23
MELAN MARELICH	5060663	6/12/23
DAVID MARELICH	1193139	6/14/23
SUSAN MARELICH	1193145	6/14/23
NEVAEH MARELICH	4715796	6/12/23
JEREMY FLEMING	33894560	6/12/23
MARTIN LIZARRAGA	36004821	6/12/23
DARREN DONEGAN	1322717	6/14/23

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ERIC PAYNE	1170380	6/14/23
Joyce Brown	215325	6/12/23
Troy Buckman	16306766	6/12/23
Pedro Salazar	34892053	6/14/23
Taylor Redfern	1247997	6/14/23

Mark Don

11/15/23 \*11/17/23 IVGID Employee 14522?

## PETITION IN SUPPORT OF INDRA WINQUEST

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NAME	ADDRESS/IVGID PICTURE PASS ID #	DATE
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*SA Sidells*

STEVE SIDELLS	900 DRIVER WAY / #1241457	JUNE 10, 2023
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*Jamie Sidells*

JAMIE SIDELLS	900 DRIVER WAY / #1241463	JUNE 10, 2023
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*Jean Lan*

JEAN LAURENCE	977 DORCEY DR.	JUNE 10, 2023
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*Kerth McBinnis*

KERTH MCBINNIS	977 DORCEY DR.	JUNE 10, 2023
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*Gunta dufren*

BISELA DUVIGNEAU	433 VALERIE CT.	JUNE 10, 2023
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*Heinz Duvigneau*

HEINZ DUVIGNEAU	433 VALERIE CT.	JUNE 10, 2023
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NAME	ADDRESS/IVGID PICTURE PASS ID #	DATE
<i>Harmon Barney</i>		
<i>Karen Barney</i>	<i>906 Jennifer St # 202277</i>	<i>6/12/23</i>
<i>Jackson Barney</i>		
<i>Jackson Barney</i>	<i>906 Jennifer St # 202276</i>	<i>6/12/23</i>

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NAME	ADDRESS/IVGID PICTURE PASS ID #	DATE
JOHN BRONSON	680 WILSON WAY #1 PASS # 283750	6/12/23
MARY BRONSON	680 WILSON WAY #1 PASS # 283751	6/12/2023

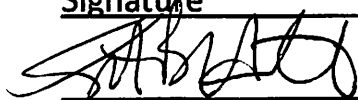
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Signature	First and Last Name	Street Address or IVGID pict pass #	Date
	SCOTT HILL	1093 TILZER DR #1251601	6-12-23

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Signature	First and Last Name	Street Address or IVGID pict pass #	Date
<i>Monica C. Hill</i>	<i>MONICA HILL</i>	<i>1093 TULLER DR</i>	<i>6-12-23</i>

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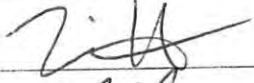


Signature	First and Last Name	Street Address or IVGID pict pass #	Date
<i>Sally White</i>	Sally White	567 Knotty Pine Dr IV, NV	6/14/2023
<i>Jessie Alay</i>		#205294	6/14/2023
<i>Jessica Payne</i>	Teresa Payne	803 Falls Peak, IV, I	6/14/23
<i>marjory miller</i>	marjory miller	971 Wedge Ct	6/14/23
<i>Chris Dewes</i>	Christopher Dewes	583 Knotty Pine Dr., IV	6/14/23
<i>Barbara Dewes</i>	Barbara Dewes	583 Knotty Pine Dr., IV	6/14/23
<i>Deaf White</i>	DEOFF WHITE	567 Knotty Pine Dr IV	6/14/2023

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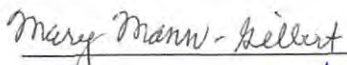



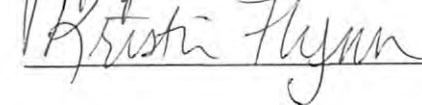
Signature	First and Last Name	Street Address or IVGID pict pass #	Date
	Tia Rancourt	801 Randall Ave	6/14/2023
	Marc Rancourt	801 Randall Ave	6/14/23
	Loretta Riley	978 Glenrock #24	6/14/23

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	MARY MANN-GILBERT	920 Michael Ct.	6.11.2023
	Marilyn Merritt	560 Antler Ct.	6.14.23
	Tim Gilbert	920 Michael ct	6/14/23
	JEFF CODEN	943 JENNIFER ST	6/14/23
	Kristin Flynn	1047 Tomahawk Trail	6/14/23

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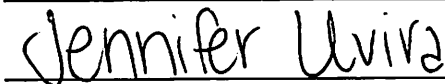
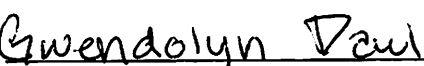




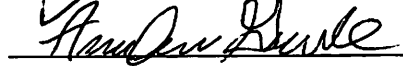

NAME	ADDRESS/IVGID PICTURE PASS ID #	DATE
MEADY LAYNE 810 ALDEN #49	207527	6-14-23
		

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Signature	First and Last Name	Street Address or IVGID pict pass #	Date
	Jennifer Uvira	604 Lariat #3	6/14/23
	Gwendolyn Paul	321 Ski way #145	6/14/23
	Alisa Elliott	595 N Dyer Circle	6/14/23
	Dave Sartoris	343 Tanager	6/14/23
	Lisa Unger	120 Country Club Dr. Unit 21	6/14/23
	Michael Jaurena	120 country club dr #21	6/14/23
	Andrew Gauthier	321 Ski way #145	6/14/23
	Brian Balfrey	123 Juniper	6/14/23

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NAME	ADDRESS/IVGID PICTURE PASS ID #	DATE
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Gail L Krolick	1410 TIREOL DR.	6/14/2023
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**Myles Riner**  
Incline Village/Crystal Bay



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NAME	ADDRESS/IVGID PICTURE PASS ID #	DATE
Polly Wolfe	515 Eagle	6/11/23
Kyle Thornburg	916 Harold Dr #12	6/11/2023
Vicki Faye	916 Harold Dr #12	6/11/2023
Peter Faye	916 Harold Dr #12	6/11/2023
Lindsay Domecus	916 Harold Dr #12	6/11/2023
Hans Faye	916 Harold Dr #12	6/11/2023
Robert	820 ORACLE #97	6/11/23
Jay Handman	1509 TROLO Dr	6-9-23

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NAME	ADDRESS/IVGID PICTURE PASS ID #	DATE
Jan Schumacher	830 Oriole Way #34 Incline Village, NV	8/4/51
WENDY ZOLLO	# #3	
Cheryl A. Delehanty	501 Lakeshore #13	
Chris Coyne	885 South Dyer Circle	

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<i>Joseph Cowley</i>	515 Eagle DR	6/11/2023
<i>CHARLES [Signature]</i>	938 FAIRWAY PARK	6/11/23
<i>Ben [Signature]</i>	807 ALDER #31	6/11/23
<i>Diana [Signature]</i>	335 Ski Way #292	6/11/23
JUSTIN JOHNSTON	321 SKI WAY #65	6/11/23

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NAME	ADDRESS/IVGID PICTURE PASS ID #	DATE
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Beatrice Connor	565 Burnett Ct	6/14/23
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Sion Brockman	561 McCoull	
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Kathy Vonnard	939 Dorsey Dr	6.14.23
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David Vonnard	939 Dorsey Dr	6/14/23
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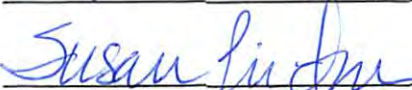



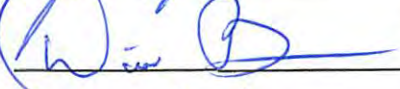


NAME	ADDRESS/IVGID PICTURE PASS ID #	DATE
Sally Zuck	#25756623 978 Fairway View Ct. IV, NV	6/14/23
Dwight Zuck	#25756521 978 Fairway View Ct. IV, NV	6/14/23
Leslie Murray	285237 976 Fairway View Ct	6/14/23
Charles Murray	976 Fairway View Ct	6/14/23
Mary Klengart	80 Wornwood	6/14/23
<del>RAND MITCHELL</del>	757 RANDALL	6/14/23
<del>BUTTS</del>	680 WISDOM WAY #3-#4	6/14/23

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I support Indra Winquest's continued employment as General Manager of the Incline Village General Improvement District (IVGID). Mr. Winquest has worked at IVGID for over 20 years and has developed a level of expertise that is unmatched. He cares deeply about our community and IVGID staff. He guided IVGID through the pandemic and continues to lead IVGID with professionalism that is unrivaled. Nobody is perfect, but Mr. Winquest is the BEST person to handle the General Manager position at IVGID.

I implore the IVGID Board of Trustees to ensure that Indra Winquest remains our General Manager for the next several years.

Signature	First and Last Name	Street Address or IVGID pict pass #	Date
	Robert Rimer	#1271080	6/14/2023
	Susan Primor	411 Valerie Ct.	4/14/23
	Bradley Mindlin	776 Tyner Ave	6/14/23
	Lisa Mindlin	776 Tyner way	6/14/23
	Jillaine Geddes	717 James Lane	6/14/2023
	DIANE BROWN	855 OPHIR PEAK RD.	6/14/2023
	Sheri Best	3340245	6/14/2023
	ROGER BEST	3340193	6-14-23

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I implore the IVGID Board of Trustees to ensure that Indra Winquest remains our General Manager for the next several years.

NAME	ADDRESS/IVGID PICTURE PASS ID #	DATE
Tiffany Krolick	1410 Tirol Dr.	6/14/23
Alexis Krolick	1410 Tirol Dr.	6/14/23

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**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN  
MINUTES OF THE IVGID BOARD'S REGULAR JUNE 14, 2023 MEETING – AGENDA  
ITEM E(3) – GENERAL MANAGER’S REPORT – MORE EVIDENCE OF STAFF  
INCOMPETENCE – LSC BEACH TRAFFIC STUDY – LESSON LEARNED?**

**Introduction:** Well “here’s another one” according to my friend DJ Khaled<sup>1</sup>! I keep telling the IVGID Board and the public that the District is not being properly managed<sup>2</sup> and as a consequence, the facilities and services it furnishes can and should be more efficiently and fairly provided by another district<sup>3</sup>. or Washoe County. or more preferably, IVGID should simply be dissolved<sup>3</sup> altogether! However in the interim, and in order to provide evidence in support of dissolution, let’s examine another example of the waste, mismanagement, and an “ends justifying means” mentality which permeates the District and in the end costs local parcel/dwelling unit owners dearly. Here it’s staff’s incompetence in securing a meaningful study and recommendations re: unmonitored beach access. And that’s the purpose of this written statement.

**Introduction:** “LSC Transportation Consultants (“LSC”) w(as) contracted by Staff in April 2022 to conduct a study regarding...existing site safety and overall access conditions at Ski Beach, Burnt Cedar Beach and Incline Beach. The overall purpose of this Project was to evaluate current traffic congestion and pedestrian/bicycle safety concerns at the three beaches, assess future changes in conditions, and develop/recommended physical improvements and management strategies to improve overall congestion and safety conditions...Also included (were) conceptual designs for potential physical

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<sup>1</sup> Go to <https://www.djkhaleofficial.com/>.

<sup>2</sup> NRS 318.515(1)(a) and 318.515(3)(a)-(d) instruct that “upon notification by the Department of Taxation or upon receipt of a petition signed by 20 percent of the qualified electors of the district, that...a district of which the board of county commissioners is not the board of trustees is not being properly managed...the board of county commissioners of the county in which the district is located shall hold a hearing to consider...(a) adopt(ion of) an ordinance constituting the board of county commissioners, *ex officio*, as the board of trustees of the district; (b) adopt(ion of) an ordinance providing for the merger, consolidation or dissolution of the district...(c) fil(ing) a petition in...district court for the...appointment of a receiver for the district; or, (d) determin(ing) by resolution that management and organization of the district...remain unchanged.”

<sup>3</sup> NRS 318.490(1)-(2) instruct that “whenever a majority of the members of the board of county commissioners...deem it to be in the best interests of the county and of the district that the district be merged, consolidated or dissolved, or if the board of trustees of a district, by resolution...agrees to such a merger, consolidation or dissolution, the board of county commissioners shall so determine by ordinance, (that)...(b) the services of the district are no longer needed or can be more effectively performed by an existing unit of government (or)...that the district should be dissolved, merged or consolidated.”



controls to restrict access to the beach by means of new gates/fencing, circulation realignments, and automated gate options.”<sup>4</sup> And the cost to local parcel owners with beach access? \$43,480<sup>4</sup>.

Okay. So what did we get? “The initial draft report was circulated among Staff and the *omission of the access-restriction* was identified.”<sup>5</sup> This occurred because “the original project scope was based on the Project data sheet (prepared by staff) and”<sup>5</sup> as such, “the inclusion of off-hour/season access restrictions was *not* included in the data collection and/or draft report. *This particular issue was primarily due to the lack of identification of the access-restriction priority within the Project data sheet and during preliminary project development.* For capital projects...Staff (was cautioned to)...ensure that the full desired scope is outlined in the CIP Project data sheets. *Lesson Learned.*”<sup>5</sup>

**Lesson Learned:** Are you for real? The lesson learned is that *OUR INTERNAL SERVICES STAFF IS INCOMPETENT!* Why? According to LSC they failed to identify *access-restriction priority within the Project data sheet and during preliminary project development.*” In other words, they just blew nearly \$44,000 with LSC!

**At Let’s Not Forget The Unreimbursed Staff Time Which Was Blown in Addition to The \$44,000 With LSC:** I’ve tried to make the Board aware of the fact that every time internal services staff do *ANYTHING*, local parcel owners get billed \$120/hour or more for their *WORTHLESS* time. This is because the Board refuses to budget revenue for staff’s over compensation and over benefits. So how much additional was billed by internal services to this project? We don’t have the answer and even if we did, my experience is that staff don’t share the truth. So let’s just agree the amount is “a lot.”

**Conclusion:** I keep telling you our staff is *INCOMPETENT!* And now you have independent verification from one of our professional vendors. The fix to the problem is to get rid of *INCOMPETENT* internal services staff. Outsource everything to true professionals.

**And You Wonder Why the Recreation (“RFF”) and Beach (“BFF”) Facility Fees Which Pay For All the Waste Local Parcel/Dwelling Unit Owners Are Forced to Involuntarily Pay is Out of Control?** I’ve now provided more answers.

Respectfully, Aaron Katz (Your Community Watchdog Because Nearly No One Else Seems to be Watching).

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<sup>4</sup> See page 42 of the packet of materials prepared by staff in anticipation of this June 14, 2023 Board meeting [“the 6/14/2023 Board packet” (go to [https://www.yourtahoeplace.com/uploads/pdf-ivgid/E.3.\\_-Reports\\_-\\_General\\_Managers\\_Report.pdf](https://www.yourtahoeplace.com/uploads/pdf-ivgid/E.3._-Reports_-_General_Managers_Report.pdf))].

<sup>5</sup> See page 43 of the 6/14/2023 Board packet.

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE  
WRITTEN MINUTES OF THE IVGID BOARD'S REGULAR JUNE 14, 2023  
MEETING –AGENDA ITEMS G(1) & G(2) – POSSIBLE APPROVAL OF  
PROPOSED 2023-2024 INCREASED WATER AND SEWER UTILITY  
RATES – PROPOSED RESOLUTION NO. 1903**

**Introduction:** Here staff propose water and sewer utility rate increases for 2023-2024. I object as I have consistently objected because the rates are founded upon the *same* unjust discriminatory and preferential rate schedule components<sup>1</sup> the District has been using for the last fifteen (15) if not greater number of years. I've asked this and previous Boards to address the bottom line problem, but they've refused. I ask this Board again to address the systemic problem. And that's the purpose of this written statement.

**Again, The Genesis of Our Problems is Our Staff:** And "here's another one" according to my friend DJ Khaled<sup>2</sup>! It doesn't matter what it is. Because it's essentially *everything*! Over and over and over again. Essentially everything one examines having anything to do with IVGID eventually leads to a finding of staff, incompetence, deceit, evil, and waste. Which is generally hidden from the IVGID Board and the public by our wonderful staff who are so quick to publicize their "transparency." Yet when it comes to practice, they exhibit the exact opposite. And here we have another example.

Two (2) years ago HDR Engineering, Inc. ("HDR") was retained by the Board at a very high cost to do what was represented to be an unbiased, independent water and sewer utility rate study. But instead of allowing HDR to do its job, staff chose to corrupt the process by interfering and instructing HDR what to do, and why to do it. And why?

Because the District is a user of its water and sewer utility services for its many commercial business enterprises. And the higher the costs associated with those enterprises, the greater the negative cash flow and loss. And the greater the need for financial subsidies. And the more criticism by members of the public. So staff instructed HDR to retain the current rate schedule even though it grants discriminatory and preferential treatment to the District and its favored collaborators, at single family residential customers' expense. And HDR being the ethical consultant that it is, quickly complied with IVGID staff's instructions. After all, who was its "client?"

**Similarly, We Have Problems Are With HDR:** One would think that a true professional would not allow staff to interfere with its scope of work. But here it didn't. HDR took the view that its client was staff rather than the Board or the public. So it took its marching orders from staff, rather than putting its collective feet down by being the independent professional it represented itself to be.

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<sup>1</sup> According to page 722 of the packet of materials prepared by staff in anticipation of this June 14, 2023 Board meeting ("the 6/14/2023 Board packet"), "the (proposed) rate increases (admittedly) maintain the current rate structure."

<sup>2</sup> Go to <https://www.djkhaledofficial.com/>.

Here we have an example of a licensed expert which feels it is appropriate to compromise its professional integrity for a buck by comporting with what its perceived client wants to hear, rather than what its expertise suggests. And if HDR can realize additional work from IVGID staff on additional projects, then even the better<sup>3</sup>! Thank you HDR!

And by the way, why did we retain HDR this year to perform an updated utility rate study? And one again which perpetuates the same faulty rate schedule components? What an incredible waste!

I keep telling the Board and the public that the District is not being properly managed<sup>4</sup> and as a consequence, the facilities and services it furnishes can and should be more efficiently provided/administered by another district<sup>5</sup>. Or Wa4shoe County. Or more preferably, IVGID should simply be dissolved<sup>5</sup> and its functions taken over by the private sector. Regardless, in the interim and in order to provide evidence in support of dissolution, let's examine the particulars of yet another example of the waste the District engages in which ends up costing local parcel/dwelling unit owners.

### **Comparing The Proposed Rate Water/Sewer Rate Increases Over the Last Eleven (11) And Thirteen (13) Years:**

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<sup>3</sup> And that's exactly what has happened. HDR is now working on other IVGID projects such the replacement of Phase II of our effluent export pipeline (see HDR Project No. 10309331). And they have secured this preferred status without having to go out to public bid because their contracts allegedly involve "professional services" and as a result, they're exempt from public bidding. Surprise?

<sup>4</sup> NRS 318.515(1)(a) and 318.515(3)(a)-(d) instruct that "upon notification by the Department of Taxation or upon receipt of a petition signed by 20 percent of the qualified electors of the district, that...a district of which the board of county commissioners is not the board of trustees is not being properly managed...the board of county commissioners of the county in which the district is located shall hold a hearing to consider...(a) adopt(ion of) an ordinance constituting the board of county commissioners, *ex officio*, as the board of trustees of the district; (b) adopt(ion of) an ordinance providing for the merger, consolidation or dissolution of the district...(c) fil(ing) a petition in...district court for the...appointment of a receiver for the district; or, (d) determin(ing) by resolution that management and organization of the district...remain unchanged."

<sup>5</sup> NRS 318.490(1)-(2) instruct that "whenever a majority of the members of the board of county commissioners...deem it to be in the best interests of the county and of the district that the district be merged, consolidated or dissolved, or if the board of trustees of a district, by resolution...agrees to such a merger, consolidation or dissolution, the board of county commissioners shall so determine by ordinance, (that)...(b) the services of the district are no longer needed or can be more effectively performed by an existing unit of government (or)...that the district should be dissolved, merged or consolidated."

**My Attached Spreadsheet<sup>6</sup>:** Here I document our water and sewer rate and rate/component increases on an eleven (11), thirteen (13) as well as one (1) year bases. A whopping 107.29% combined rate increase over the last thirteen (13) years, a comparable whopping 58.15% rate increase over the last eleven (11) years, and a comparable whopping 11.16% increase over just this last year! **That's an average yearly increase of 8.25%, each/every year for the last thirteen (13) years!**

**My E-Mail of March 5, 2023:** On March 5, 2023 I sent an e-mail to the IVGID Board<sup>7</sup> warning members of the subterfuge being perpetrated by our Public Works Director in tandem with HDR's principal, Mr. Shawn Koorn<sup>8</sup>. Although I took no issue with HDR's Revenue Requirement Analysis, I did with the level and structure of its rate design and its alleged proportional distribution of revenue requirements to various customer classes. And here were/are my objections:

**1. The Failure to Assess Standby Service Charges to Those Parcel Owners Who Are Not Current Water/Sewer Customers:** Standby service charges for the mere Availability to Connect to The Public's Water and Sewer Systems on Their Schedules Rather Than The Public's. This is a very, very common charge which helps compensate the public for the under utilization of the public water and sewer systems the public has built to accommodate these parcel owners;

**2. The Failure to Recover Defensible Space Fees From All Local Parcels:** If a parcel owner is not connected to the District's public water system, then he/she/it never receives a water bill. And since half our defensible space charges are added to water bills, parcel owners like these are able to inequitably escape those charges;

**3. The Failure to Address Wastewater For Irrigation Rates:** There are at least two major customers of our wastewater<sup>9</sup>, and neither is the subject of the HDR study, public hearing nor determination by the IVGID Board. Plus if one examines the rates these customers are paying, one would be outraged at the preferential treatment. Thank you HDR, IVGID staff and the IVGID Board for putting members' collective heads in the sand;

**4. The Assessment of Admin Charges Based Upon "Accounts" Versus "Customers:"** This is an easy fix staff refuses to make. There are approximately 4,000 water/sewer customers who don't have

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<sup>6</sup> I have created a spreadsheet which compares the components and totals of public water as well as sewer rate increases since 2013 as well as 2022 (this spreadsheet is attached as Exhibit "A" to this written statement). Although staff tell us that their numbers are "based upon an average customer using 10,000 gallons per month for water and 3,000 gallons per month for sewer" (see page 725 of the 6/14/2023 Board packet), my numbers are based upon monthly water usage for the median residential customer; 3,000 gallons.

<sup>7</sup> That e-mail is attached as Exhibit "B" to this written statement.

<sup>8</sup> The reader can learn of these matters by reviewing the particulars of Exhibit "B."

<sup>9</sup> The Schneider Trust and Clear Creek Golf Club.

their own water/sewer “accounts” because they’re part of homeowners’ associations (“HOAs”), public utility developments (“PUDs”) or motels/apartments. Since all HOA, PUD and multi-family (motels and apartments) parcels receive their public water and sewer services through their HOA’s, PUD’s and property owner(s), they are considered to be single accounts. And notwithstanding, each individual parcel/dwelling unit therein has access to the very same administrative services that are provided to every other parcel which maintains its own account. Yet they escape water as well as sewer admin charge;

**5. Reducing Mandatory Backflow Prevention Device Inspection Charges to The District’s Cost:** One would think that since the District exists to furnish services to local parcel owners, it would not charge exorbitant rates for backflow prevention device inspections. One would be wrong. There are a couple of local private sources who charge less than does the District. Which means the District could easily lower its rates to be competitive with the private sector. Yet it refuses;

**6. Eliminating The Public Service Recreation Exemption:** Which Allows The District And its Favored Collaborators to Escape Excess Water Charges altogether. The residential customer who uses in excess of 20,000 gallons of water in a monthly billing period pays excess water fees. As high as almost three times the amount non-excess water users pay. Yet IVGID as a water customer uses several MILLIONS of gallons of water in a monthly billing period for snowmaking and to irrigate its golf courses and pays no excess water fees. Now that’s not fair and non-discriminatory, wouldn’t you agree? So why wouldn’t an ethical consultant like HDR recommend that this exemption be eliminated?

**7. Modifying The District’s Capacity Adjustment Factor ("CAF"):** Which Does Not Fairly Apportion Costs Based Upon Commercial Customers’ Demands Upon The Public’s Water And Sewer Systems. The District uses a CAF calculation to supposedly distribute its water rates equitably amongst all customer classes. The CAF is based upon the maximum volume of water which can flow through a customer’s water meter at a given point in time. But if the typical residential water customer is not using any water because his/her/its home is a second or vacation home, how can this potential use be compared to Diamond Peak which has the maximum volume of water flowing through its water meter(s) whenever snow is being made? Use of this simplistic CAF methodology does not equitably distribute the District’s water rates and charges across all customer classes.

A simple example. Diamond Peak’s CAF has it paying 76.65 times the water and sewer capital improvement costs (“CICs”) the typical residential customer pays. Yet the amount of water Diamond Peak uses while making manmade snow or irrigating its landscaping is THOUSANDS of times more. A new methodology for equitably apportioning water and sewer CIP costs across all customer classes has to be developed. But HDR hasn’t come through;

**8. Modifying The District’s Commercial Customers’ Water And Sewer Capital Improvement Costs:** Based Upon Commercial Customers’ Demands Upon The Public’s Water And Sewer Systems. It’s not just IVGID’s water/sewer charges which disproportionately spread the cost of furnishing water/sewer services over all customer classes. The same problem extends to all commercial

customers. Think about it for a moment. How many times do toilets at the Hyatt Hotel's Lone Eagle Grille Restaurant get flushed in an hour? And how many toilets are there? Now compare these numbers to the number of toilets in the typical local residence and the number of times those toilets are flushed in an hour. Who puts more demand upon the public's water and sewer systems? Yet these commercial customers aren't paying anywhere near their fair share for the demands they place.

Another example. In order to get water up to Diamond Peak for snowmaking purposes, an extensive pumping system is required together with massive water storage tanks. Compare these infrastructure needs to the comparable needs (or lack thereof) for your personal residence. Are commercial customers paying their fair share of water and sewer CIC costs?

**9. Increasing The Number of Customer Classes:** Currently, the District maintains but two (2) customer classes; residential and commercial. The rates assessed commercial customers are apportioned by the CAF. We require several more customer classes in order to equitably distribute the costs of the District's public water and sewer systems. How about irrigation for outdoor public recreation purposes? How about water for Diamond Peak snowmaking purposes? How about water for fire protection purposes? How about wastewater for irrigation purposes? If we had more customer classes, the true costs of furnishing public water and sewer services could be more equitably distributed amongst all customers compared to the way those costs are currently distributed; and,

**10. Add Central Services Cost Transfers Local Parcel Owners Indirectly Pay:** to the mix of fees we are involuntarily assessed (see discussion below), and you soon see that insofar as staff are concerned, we're nothing more than "fresh meat."

**Conclusion:** HDR's Rate Study results are flawed because of at least four (4) factors. First, IVGID staff have interfered with process and thus corrupted it. HDR has taken its charge from the direction given by District staff rather than the IVGID Board.

Second, rather than being fair and impartial, Mr. Koorn sees his roll as being staff's "hired gun." In other words, he is willing to compromise his integrity for money to become an accommodator for his real client; IVGID staff. And in consideration, HDR gets more and more work from IVGID staff. Just their way of "saying thanks."

Third, admittedly "the (proposed) rate increases maintain the current rate structure"<sup>1</sup> which I hope I have demonstrated is flawed.

And finally, HDR's rate study is ridden with discriminatory provisions and preferences which favor the District's commercial business enterprises to the detriment of the single family residential customer. This violates the District's obligation to not adopt unfair and unjust water and sewer rates<sup>10</sup>.

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<sup>10</sup> See NRS 704.040(2) which makes unjust and unfair water/sewer rates unlawful.

The net consequences of the above are that the proposed public water and sewer rates, tolls and charges are unjust and unreasonable insofar as the residential customer is concerned.

**And You Wonder Why the Recreation (“RFF”)/Beach (“BFF”) Facility Fees Which Pay For Essentially Everything Staff Expends, Which the Rest of Us (Local Parcel/Dwelling Unit Owners) Are Forced to Involuntarily Pay, is Out of Control? And the Water/Sewer Fees We’re Forced to Pay Are Unjust and Unfair? And The Hidden “Franchise Fee” Waste Management is Forced to Pay IVGID Which Gets Passed Through to Every Solid Waste Disposal Customer is an Unfair Tax The District Has No Power to Assess<sup>11</sup>? I’ve now provided more answers.**

Respectfully, Aaron Katz (Your Community Watchdog Because Nearly No One Else Seems to be Watching).

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<sup>11</sup> Take a look at NRS 318.197(1). There you will see that GIDs are permitted to charge rates, tolls and charges “for services or facilities furnished by the district.” So what services or facilities are furnished by the District to Waste Management in consideration of a “fee” pegged at 10% of gross solid waste disposal receipts?

**EXHIBIT "A"**



**Median Residential Water/Sewer Rate Increases**

2010/11 - 2023/24

	Sewer Base Rate	Sewer Capital Improve Costs	Sewer Export Fees/ 1,000 Gallons Water Usage	Sewer Export Based On Monthly Water Usage	Sewer Admin Account Fee	Total Monthly Sewer	Water Base Rate	Water Capital Improve Costs	Water Consump Fees/ 1,000 Gallons Water Usage	Water Consump Based On Monthly Water Usage	Water Admin Account Fee	Defense Space Fee	Total Monthly Water	Total Monthly Water & Sewer
2010/11	\$ 11.17	\$ 13.61	\$ 2.40	\$ 7.20	\$ 3.05	\$ 35.03	\$ 9.24	\$ 11.98	\$ 1.24	\$ 1.24 <sup>1</sup>	\$ 3.14	\$ 1.05	\$ 25.60	<b>\$ 60.63</b>
2013	\$ 14.85	\$ 23.80	\$ 2.60	\$ 7.80	\$ 3.20	\$ 49.65	\$ 9.50	\$ 13.28	\$ 1.28	\$ 3.84	\$ 3.20	\$ 1.05	\$ 29.82	<b>\$ 79.47</b>
2022/23	\$ 25.10	\$ 31.45	\$ 4.00	\$ 12.00	\$ 4.23	\$ 72.78	\$ 15.10	\$ 15.10	\$ 1.95	\$ 5.85	\$ 4.23	\$ 1.05	\$ 40.28	<b>\$ 113.06</b>
2023/24	\$ 32.25	\$ 31.45	\$ 4.75	\$ 14.25	\$ 4.44	\$ 82.39	\$ 17.30	\$ 15.10	\$ 2.15	\$ 6.45	\$ 4.44	\$ 1.05	\$ 43.29	<b>\$ 125.68</b>
						<b>Total Sewer Dollar Increase</b>	<b>Total Sewer Percent Increase</b>		<b>Total Water Dollar Increase</b>	<b>Total Water Percent Increase</b>	<b>Total Comined Percent Increase</b>	<b>Total Comined Dollar Increase</b>		<b>Average Yearly Increase</b>
<b>2023-2024 (1 Year) Increase</b>						\$ 9.61	<b>13.20%</b>		\$ 3.01	<b>7.47%</b>	<b>11.16%</b>	\$ 12.62		<b>11.16%</b>
<b>2013-2024 (11 Year) Increase</b>						\$ 32.74	<b>65.94%</b>		\$ 13.47	<b>45.17%</b>	<b>58.15%</b>	\$ 46.21		<b>5.29%</b>
<b>2011-2024 (13 Year) Increase</b>						\$ 47.36	<b>135.20%</b>		\$ 17.69	<b>69.10%</b>	<b>107.29%</b>	\$ 65.05		<b>8.25%</b>

<sup>1</sup> - 2,000 gallons of water use/month included in base rate.

**EXHIBIT "B"**

## March 8, 2023 Board Meeting - Agenda Item G(1) - Approving Proposed Amendments to Our Updated Utility Rate Study in Conjunction With Setting a Date and Time For a Public Hearing on Those Amendments - ON THE CONSENT CALENDAR No Less!

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**From:** <s4s@ix.netcom.com>  
**To:** "Dent Matthew" <dent\_trustee@ivgid.org>  
**Cc:** "Schmitz Sara" <schmitz\_trustee@ivgid.org>, "Tonking Michaela" <tonking\_trustee@ivgid.org>, "Tulloch Ray" <tulloch\_trustee@ivgid.org>, "Noble Dave" <noble\_trustee@ivgid.org>, <sellingtahoe@sbcglobal.net>  
**Subject:** March 8, 2023 Board Meeting - Agenda Item G(1) - Approving Proposed Amendments to Our Updated Utility Rate Study in Conjunction With Setting a Date and Time For a Public Hearing on Those Amendments - ON THE CONSENT CALENDAR No Less!  
**Date:** Mar 5, 2023 1:28 PM

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Chairperson Dent and Other Honorable Members of the IVGID Board -

Well here we have the same re-occurring problem surfacing its ugly head. As DJ Kahled would counsel, "here's another one."

As you will see, it's our staff (are you reading Gail?). Is our staff simply stupid? Or are they intentionally deceitful because they have a hidden agenda, and they see their jobs as achieving that agenda rather than doing what's right? In other words, given the ends, in their minds their deceitful means are justified. Lovely!

Because local resident Riner the Whiner and his band of lemmings accuse me of baseless claims criticizing our wonderful staff without facts, let's review the facts, shall we?

1. Artful Labeling of This Agenda Item: Staff want us to think this agenda item is nothing more than setting a date and time for a public hearing on proposed water/sewer rate increases. Not true. Staff want the Board to approve its proposed rate increases as well. A very, very different subject. So please understand this agenda item for what it really is. And that gives rise to its placement on the agenda.

2. Consent Calendar: Now that you know what this agenda item is REALLY all about, why would you keep it on the consent calendar? Staff's proposed modified water/sewer rate schedule needs to be discussed and hopefully modified. You can't do this on the consent calendar. Especially given this is not a "routine" matter. So please one of you Board members ask that this agenda item be transferred to the General Business calendar so it can be adequately discussed.

3. Staff Interference: Please understand that you DON'T have before you an impartial rate study prepared by an unbiased third party professional. HDR tells us very clearly that "the costs associated with providing water and sewer services...HA(VE) BEEN DEVELOPED BASED ON THE INFORMATION PROVIDED BY...DISTRICT" STAFF (see page 91 of the Board packet). In other words, Brad Underwood has intentionally INTERFERED with HDR's rate study because staff have a different agenda than what's just and fair for the residential customer. And why? Because Mr. Koorn doesn't want the District's commercial business enterprises to pay their fair share of water/sewer capital infrastructure and debt service requirements, nor what's just and fair insofar as the utility rates which are charged. And Mr. Koorn being the true professional that he is, has allowed himself to be played by his client. Because if he were to balk, look at all the future business he would be throwing away because he's not a team player.

Don't you recall when I attempted to reach out to Mr. Koorn to discover his intended scope of work in the very beginning and he refused to speak BECAUSE HE HAD BEEN SO INSTRUCTED BY MR. UNDERWOOD? So understand this dynamic for what it is!

4. Mr. Koorn is Nothing More Than a Hired Gun For Staff: This is what we call lawyers in the legal biz. Professionals who will compromise their integrity for money to become an accommodator for their client (you'd know about this Trustee Tulloch, wouldn't you?). Thank you Mr. Koorn! Don't you know that the law in Nevada is that public utility rates must be just and reasonable [see NRS 704.040(2)]? And free from discrimination and preference? Is that how you'd describe your rate recommendations? And if not, how do you reconcile the dichotomy?

5. I Take No Issue With HDR's Revenue Requirement Analysis: Comparing necessary revenues to projected expenses (see page 91 of the Board packet).

6. I DO Take Issue With HDR's Cost of Service Analysis: Its proportional distribution of revenue requirements to various customer classes (see page 91 of the Board packet).

7. I DO Take Issue With HDR's Rate Design Analysis: The level and structure of the rate design which proportionately and fairly generates the targeted level of revenues (see page 91 of the Board packet).

8. Examples of Mr. Underwood's Intentional Deceit: Mr. Underwood tells us that his proposed "utility rate increase(s are) based upon (the) average customer using 10,000 gallons per month for water (see page 83 of the Board packet). Really? Take a look at your most recent IVGID utility bill. There you will find, where I have found, where staff have represented that the median single family residential customer used only 1,629 gallons for the month. That's 16.3% of the volume represented by Mr. Underwood! Why the difference? And this admission means that there are hundreds if not thousands of single family residential customers who are using NEXT TO ZERO WATER, at least during winter months, if not beyond.

First, Mr. Underwood is using the massive water usage of the District's commercial businesses to come up with his "average" which skews the results. And in the District's favor.

Second and as such, this average is not limited to single family residential customers. Whereas there are over 8,000 District sewer and/or water customers, more than half are NOT single family residential owners/occupants. So why throw them into the mix for proportional rate purposes?

Third, the wastewater we provide to Clear Creek for irrigation purposes is NOT included in these totals. Why not? This omission skews the results even further insofar as the single family residential customer is concerned. And again in the District's favor.

Finally, there is a difference between "average" and "median." Median is far more indicative of the truth. And Mr. Underwood knows this.

So like I asked. Stupid or intentionally deceitful?

9. Another Example of Mr. Underwood's Intentional Deceit: He has told us that the additional \$2 MILLION we have been paying for sewer since 2012 to fund replacement of Phase II pipe which are part of the effluent pipeline, will not increase after we bond to fund that replacement. But Mr. Koorn tells us that "with the addition of new long term debt, to fund the effluent pipeline project...annual debt service payments (will) increase in total to approximately \$2.8 Million by FY 2028 (see page 98 of the Board packet). I don't know where Mr. Koorn got his financing numbers in order to come up with his \$2.8 Million estimate, but let's assume his estimate is accurate understanding that debt service costs may very well be

higher in today's environment of higher interest rates. That means our sewer rates need to increase more than the \$2 Million annually we have been paying (by at least \$800K).

So like I asked. Stupid or intentionally deceitful?

10. The Increase in Rates Over the Last Ten Years: 2013 single family monthly residential water rates, without consideration of any water consumption whatsoever, were \$24.63. Under proposed 2023-24 monthly water rates, again without consideration of any water consumption whatsoever, staff recommends an increase to \$37.89. That's a 53.84% increase or roughly an average 5.38%/year increase, each and year, over the last ten years. And this doesn't include the increase in water consumption rates from \$1.28/thousand gallons to \$2.15/thousands gallons.

2013 single family monthly residential sewer rates, without consideration of any water consumption whatsoever, were \$39.25. Under proposed 2023-24 monthly sewer rates, again without consideration of any water consumption whatsoever, staff recommends an increase to \$68.14. That's a 73.6% increase or roughly an average 7.36%/year increase, each and year, over the last ten years.

11. The Problem Here is Not Revenue Increases, But Rather, Continuation of the Current Rate Structure: HDR admits that it has continued the current rate structure (see page 83 of the Board packet). And its justification is twofold. First, "the objective of the cost of service analysis is (something) different (than simply) determining the revenue requirement" (see page 95 of the Board packet). And second, "the costs associated with providing water and sewer services...has been developed based on...information provided by" staff (see page 91 of the Board packet). Thus this rate determining exercise is as much a problem as going through the budget process by starting out with last year's operational BASELINE. All the faults of the baseline budget are swept under the rug starting with this year rather than being critically analyzed. Here by embracing the current water/sewer rate structure, all of its faults are swept under the rug rather than being critically analyzed. I want you the Board to critically analyze the District's current water/sewer rate structure.

What follows are the problems I find with that rate structure. And those are the ones which need to be modified. Some are very simple. Others are not. But at the end of the day each and every one results in additional revenue which translates into a lower rate increase.

12. The Lack of Standby Service Charges to Those Parcel Owners Who Are Not Current Water/Sewer Customers: How many vacant parcels are there in the district? How many don't have water or sewer connections? How many aren't water or sewer customers? I think you're going to come up with a number of about 225. So why isn't HDR suggesting that these parcel owners pay something for their availability to use the District's water and/or sewer systems on their time schedules rather than ours? Once these landowners become water and/or sewer customers and they pay like the rest of us, their standby service charges can be removed. But until then, why not now?

13. The Failure to Recover Defensible Space Fees: Closely related to the absence of standby service charges (see above), are the absence of defensible space charges. Every parcel which is a water customer is charged a monthly defensible space charge (\$1.05). This is the District's means of raising \$100K of the \$200K annually (the other \$100K comes from our Rec Fee - Community Services) necessary to pay NLTFPD for creating/maintaining our halo of protection around Incline Village/Crystal Bay against a massive forest wild fire! The issue isn't whether vacant property owners have any improvements capable of being destroyed by a major wild fire. But rather, whether everyone is paying his/her/its fair share. Here these property owners pay NOTHING. Isn't it time they pay like the rest of us?

14. Wastewater For Irrigation Rates: I have written to you and past Boards on a number of occasions about the nonresidents in distant places who are using our treated wastewater for their irrigation needs. And they are paying a fraction of what we are paying for our irrigation. This is because of a back room deal negotiated by former Public Works Director Joe Pomroy, Clear Creek, and some living trust user close to Clear Creek (I can't remember the name off hand).

And there may be other users as well - we just don't know (why don't you Board members ask Mr. Underwood?). The added income we get from these users is next to nothing and it is nowhere near our cost to extend our effluent pipeline to deliver wastewater to our wetlands in Carson City. Yet if we didn't provide this water to these users, they would be paying many, many times what they are paying now to one or more municipal providers. So why aren't we making these users pay their fair share? Why do we do nothing even though everyone knows that staff had and has no authority to be entering into contracts to sell water/sewer services/products (like wastewater) to these users? We're about to spend quite a bit of money to upgrade our ability to discharge our wastewater and make it available to be used by Clear Creek and company. So why aren't these users being charged their fair share? And for many years to come into the future (their rates are locked in, whereas ours change every year)?

15. Admin Charges Based Upon Our Customer Being an "Account" Versus a "Customer:" One of the components of our water rates is an administration charge. But rather than charging each and every user or EDU an admin charge, the District only assesses "accounts." So all the condos, PUDs and apartments in town that receive their billings as a single account rather than the number of EDUs represented by that account. Like Tyrolean Village with 227 or so EDUs which is charged only one admin charge because it is billed as a single "account." I know what you're going to say but please understand the admin services provided to each account are the same or even less than those provided to the EDUs included within that account. Please don't point to the water/sewer bills we send out which are approximately half the number of EDUs. Because we outsource all water/sewer billings and the savings in billing costs are essentially nonexistent. So the admin costs to us insofar as the 227 utility customers we have in Tyrolean Village are the same as the account to which they are billed.

You need to press staff to learn exactly what services the admin charge really pay for. And then to compare those to the services realized by the typical residential water/sewer customer/ I did this some years ago with Joe Pomroy. It turned out the minimal services provided were the same. Which means Tyrolean Village should be billed 227 or more admin charges versus the one it is currently being charged. And.BTW, if you were to look at the Tyrolean Village water bill you would discover it is charged 227 or more defensible space charges/month even though it is billed as a single "account." Therefore there is no reason why a single account with multiple EDUs like this one cannot be charged multiple admin charges. And it should!

16. Backflow Prevention Device Inspection Charges: The District requires every water user with boiler heating or irrigation to have installed at least one backflow prevention device. And those devices are required to be inspected yearly. I don't take issue with any of this so far. However, the District is charging TOO MUCH for this service it performs in house. Yet Mr. Underwood admits "there are no recommended changes to" his department's "fee schedule" (see page 84 of the Board packet), These inspection fees have been the subject of "creep" over the last several years and now total \$65/device. Which means that if you are a single family residential customer and you have multiple backflow prevention devices, you are charged multiple inspection fees even though those inspections are all part of the same inspection trip. Is that just?

The District should NOT be making a profit on these mandatory inspections. We know they're making a profit because there are a couple of private competitors in the community who are able to provide the same inspection services FOR LESS. And if they can charge less, why can't our in-house inspectors do the same thing? Maybe it's time we have an independent investigation and recommendation by a consultant insofar as the District's actual costs to provide this service? And then the result becomes the modified charge.

17. ELIMINATE The Public Service Recreation Exemption: This is the biggest inequity perpetuated by maintaining the current rate structure. Go to section 2.40 of our Water Ordinance No. 4: There you will find this exemption. And what is it? A little preference staff have created for THEMSELVES which exempts our as well as many of our special interest collaborators' various recreational venues, from paying excess water charges like the roughly 125 or so single family residential customers who irrigate landscaping pay. Let me put this in perspective. Judy and I have landscaping so

during the summer months we typically consume 30+ thousand gallons of water for a couple of billing periods. So some of our water use (that in excess of 20K gallons) is billed at a much higher rate. And why? According to the party line, allegedly as an incentive for us to conserve water..Now let's compare this use to the millions of gallons of water used by Diamond Peak for snowmaking in a monthly billing period. Or the millions of gallons used by our two golf courses for irrigation purposes in the summer months. Or who knows how much is used by the high school to water its athletic fields? Or the various athletic fields and Preston Field which are used by the general public as a whole? Or Incline Park which is used by the middle school as its athletic field? Or the county's east/west parks at either end of Lakeshore Blvd? Or how about the irrigation needs of Incline and Burnt Cedar beaches notwithstanding they are NOT "accessible to the public" and thus DON'T technically qualify for the exemption (and nevertheless, they receive the exemption)?

Do you realize that staff report that 70% of all water used in the District is used for irrigation purposes? Go to pages 414-427 of the minutes of the Board's November 9, 2022 meeting. There you will see where staff admit this fact. This means that in reality, the District's commercial businesses are using in excess of 55% of all District water use for THEIR irrigation purposes. Yet they are paying but a fraction of the costs to deliver this volume of water. This fact will have more relevance once we examine the UNfairness of Mr. Koorn's proportionality assumptions..

None of these users has any incentive whatsoever to conserve water and their waste is many thousands of times that of Judy/I. Why hasn't Mr. Koorn addressed this exemption? What is his justification for perpetrating the preferential water rates IVGID's commercial businesses and their favored collaborators benefit from to the detriment of the rest of us? Make him explain his reasoning in public because I think you're going to learn that this was a given thrust upon him by our wonderful staff because the latter have their own interests in mind rather than those of the public. Why don't you ask Mr. Koorn how many of his other public utility clients have preferences like this one incorporated into their utility rate schedules? You need to eliminate this preference. And when you do you will see that its elimination will generate millions of dollars more which can reduce the water rates the single family residential customer pays. And then we won't have to get into the discussion about how much is too much to be increasing water rates to commercial irrigation customers [i.e. a meaningless \$2.65/thousand gallon units to the commercial customer versus \$2.15/thousand gallon units to the single family residential customer (see page 97 of the Board packet)].

Is the elimination of the Public Service Recreation Exemption going to increase the operational costs at the District's various recreational venues? You bet. Is that going to create more of a loss than the loss staff currently report? Yes it is. Is that loss going to require more of a subsidy from our RFF/BFF? Sure. But maybe then when people see how much of a REAL subsidy they are paying, they'll start objecting?

18. The Capacity Adjustment Factor ("CAF") Needs Revision: Staff attempt to come up with an adjustment factor which allegedly makes its excess use of water fair when compared to the use of the single family residential customer. It's called the CAF which adjusts capital and base rates, and grants excess water usage before excess water charges kick in. The CAF is based upon the diameter of a user's water meter. But this methodology is NOT fair because it doesn't equitably pass on the real added costs to those users who place the greatest demands on our public water/sewer systems. For instance, Diamond Peak has a 10" diameter water meter which provides water for snowmaking. Because of the larger diameter, the District pays 76.65 times the CIP cost the single family residential water customer pays. But remember that the median single family residential water customer uses 1,629 gallons of water/month. Diamond Peak uses MILLIONS leading up to and during regular season. The infrastructure costs to create/maintain a system which is capable of furnishing the water needs of Diamond Peak, when compared to those of the single family residential customer, is infinitely more than the 76.65 times charged. And so on, and so forth.

The diameter of one's water meter doesn't adequately take into account the real add'l costs and capital requirements some of our users place on the public's water/sewer systems. And it needs to! Just look at the toilet use at the Diamond Peak base lodge. How many times are they flushed during a busy weekend? Now compare those flushes to those of the median single family residential user Especially the 60% or more who reside elsewhere. When does the single family

residential user demand 100% of the volume of water that can pass through his/her water meter? When does Diamond Peak? Why then use the diameter of a water customer's water meter, which measures the maximum volume of water which passes, as the methodology measure? I think there needs to be a CAF multiplier. It's just that the one we use is woefully inadequate. If you examine what the AWWA recommends, where as here we have historical data of substitute as a methodology, that's a fairer methodology. So why don't we? And why didn't Mr. Koorn recognize this and suggest a fair methodology?

19. Commercial Customers' Water Capital Improvement Costs ("CICs") Should be Increased Based Upon Their Actual Historical Water Use: What are the water infrastructure requirements commercial customers like IVGID place on the public's water system? How about up to 40 million gallons of water for snowmaking use (just) in a season of 2-3 months just at Diamond Peak (see the District's Public Works Newsletter for December 2018)? Or IVGID's two Lake Tahoe golf courses, each of which typically uses 75 million gallons per year in irrigation water (see the District's Public Works Newsletter for December 2018)? Or water pumps capable of pumping as much as 3,000 gallons/minute [half of IVGID's system wide capabilities from Lake Tahoe (see the District's Public Works Newsletter for December 2018)], just for Diamond Peak snow-making? Or water tanks capable of storing as much as 3 million gallons just for Diamond Peak snowmaking (see the District's Public Works Newsletter for December 2018)? Or a water system that can feed sixty-five percent (65%) of the 4.6 million gallons used community wide during (just one) 24-hour period (at) Diamond Peak for its snowmaking (see the District's Public Works Newsletter for December 2018)? Or the staff coordination necessary for your Public Works water staff to stay in close contact with Diamond Peak's snowmaking staff (see the District's Public Works Newsletter for December 2018)? Commercial customers' demands on the public's water system are legion compared to those of the median residential customer. And so are the capital infrastructure requirements. So why then is IVGID only being assessed a maximum of 76.65 times the CIC costs the residential customer is charged? When Diamond Peak is using over 1,500 times the water the typical single family residential customer uses. Is this just and reasonable Mr. Koorn? Because it is not, I suggest relying upon historical water use data available to IVGID staff to base CIC costs on (i.e., the volume of water actually consumed compared to the 1,629 gallons the median single family residential customer uses in a month).

So there you go. The problem with the water/sewer rate increase recommendations Mr. Koorn has made is the Current Rate Structure he proposes perpetuating. Here I've given the Board a roadmap to address the deficiencies of that structure. Please travel the roadmap to come up with just and reasonable rates [this is the legal standard - see NRS 704.040(2)], especially insofar as the single family residential customer is concerned, before you start passing resolutions which declare the Board has already found that the current faulty rate structure should be perpetrated.

Respectfully, Aaron Katz



**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN  
MINUTES OF THE IVGID BOARD'S REGULAR JUNE 14, 2023 MEETING – AGENDA  
ITEM G(4) – APPROVAL OF STAFF'S REQUEST TO PARTNER WITH THIRD PARTY  
FOR ITS SHARKFEST EVENT, HAVING NOTHING TO DO WITH THE REASONS  
FOR THE DISTRICT'S EXISTENCE**

**Introduction:** Well “here’s another one” according to my friend DJ Khaled<sup>1</sup>! I keep telling the IVGID Board and the public that the District is not being properly managed<sup>2</sup> and as a consequence, the facilities and services it furnishes can and should be more efficiently and fairly provided by another district<sup>3</sup>. or Washoe County. or more preferably, IVGID should simply be dissolved<sup>3</sup> altogether! However in the interim, and in order to provide evidence in support of dissolution, let’s examine another example of the waste, mismanagement, and an “ends justifying means” mentality which permeates the District and in the end costs local parcel/dwelling unit owners dearly. Here it’s staff’s request it be allowed to “partner” with a third party, one that doesn’t legally exist no less, in the latter’s Sharkfest event scheduled to take place at Sand Harbor Beach on August 13, 2023. And that’s the purpose of this written statement.

**My E-Mail of June 10, 2023:** On June 10 2023 I sent the Board an e-mail<sup>4</sup> advising members of my objections to staff’s proposed co-sponsorship of a Sharkfest event at Sand Harbor Beach on August 13, 2023 under the guise it may generate a whopping \$720 or less which can be used to

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<sup>1</sup> Go to <https://www.djkhaledofficial.com/>.

<sup>2</sup> NRS 318.515(1)(a) and 318.515(3)(a)-(d) instruct that “upon notification by the Department of Taxation or upon receipt of a petition signed by 20 percent of the qualified electors of the district, that...a district of which the board of county commissioners is not the board of trustees is not being properly managed...the board of county commissioners of the county in which the district is located shall hold a hearing to consider...(a) adopt(ion of) an ordinance constituting the board of county commissioners, *ex officio*, as the board of trustees of the district; (b) adopt(ion of) an ordinance providing for the merger, consolidation or dissolution of the district...(c) fil(ing) a petition in...district court for the...appointment of a receiver for the district; or, (d) determin(ing) by resolution that management and organization of the district...remain unchanged.”

<sup>3</sup> NRS 318.490(1)-(2) instruct that “whenever a majority of the members of the board of county commissioners...deem it to be in the best interests of the county and of the district that the district be merged, consolidated or dissolved, or if the board of trustees of a district, by resolution...agrees to such a merger, consolidation or dissolution, the board of county commissioners shall so determine by ordinance, (that)...(b) the services of the district are no longer needed or can be more effectively performed by an existing unit of government (or)...that the district should be dissolved, merged or consolidated.”

<sup>4</sup> That e-mail is attached as Exhibit “A” to this written statement.

financially “support...(Veteran’s) Club Mission areas.”<sup>5</sup> Rather than again reciting those reasons for my opposition, the interested reader can read the attached e-mail for him/herself.

**Evidence Enviro Sports Productions, Inc. Does Not Legally Exist:** it has been dissolved. Written evidence of that dissolution is attached as Exhibit “B” to this written statement. So how can the public deal with such a non-person? And why didn’t our professional staff learn of this non-capacity at the earliest instance?

**Evidence Enviro Sports is Already Advertising the Fact the IVGID’s Veteran’s Club is a Proud “Partner” of the Event:** See that advertising which is attached as Exhibit “C” to this written statement. Why ask for the public’s consent if you’re going to move forward as if you obtained that consent when you really didn’t? Who’s running this show?

**Evidence the Application to Nevada State Parks For Permission to Hold This Event is Deceitful:** See that application which is attached as Exhibit “D” to this written statement. Look at the pre-requisites and our various mis-statements and omissions. And we have professional staff?

**Conclusion:** Because staff refuse to curb overspending, each year they budget to plug the recreational facilities financial shortfall caused by that overspending in the Community Services Fund. And part of that overspending is for projects such as the one the subject of this written statement. Which has little if anything to do with furnishing recreational facilities to those local parcels which are assessed Recreation Facility Fees (“RFFs”). And everything to do with benefitting special interest groups at local property owners’ expense.

The staff memo in support of this agenda item gives the Board the option to “not approve collaboration between the IV/CB Vets Club and EnviroSports.”<sup>6</sup> For the reasons provided, that’s exactly what the Board should do.

**And You Wonder Why the RFF and the BFF Which Pay For All the Waste Local Parcel/Dwelling Unit Owners Are Forced to Involuntarily Pay For is Out of Control?** I’ve now provided more answers.

Respectfully, Aaron Katz (Your Community Watchdog Because Nearly No One Else Seems to be Watching).

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<sup>5</sup> See page 859 of that packet of materials prepared by staff in anticipation of this June 14, 2023 meeting [“the 6/14/2023 Board packet” (go to [https://www.yourtahoeplace.com/uploads/pdf-ivgid/G.4.\\_.\\_General\\_Business.\\_.\\_Veterans\\_Club.\\_.\\_Sharkfest.pdf](https://www.yourtahoeplace.com/uploads/pdf-ivgid/G.4._._General_Business._._Veterans_Club._._Sharkfest.pdf))].

<sup>6</sup> See page 860 of the 6/14/2023 Board packet.

# **EXHIBIT "A"**

## **June 14, 2023 IVGID Board Meeting - Agenda Item G(4) - Possible Approval of Co-Sponsorship of 2023 Sharkfest Event - With an Entity WHICH DOESN'T EVEN LEGALLY EXIST1 Thank You Less Than Competent Staff.**

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**From:** <s4s@ix.netcom.com>  
**To:** "Dent Matthew" <dent\_trustee@ivgid.org>  
**Cc:** "Schmitz Sara" <schmitz\_trustee@ivgid.org>, "Tonking Michaela" <tonking\_trustee@ivgid.org>, "Tulloch Ray" <tulloch\_trustee@ivgid.org>, "Noble Dave" <noble\_trustee@ivgid.org>  
**Subject:** June 14, 2023 IVGID Board Meeting - Agenda Item G(4) - Possible Approval of Co-Sponsorship of 2023 Sharkfest Event - With an Entity WHICH DOESN'T EVEN LEGALLY EXIST1 Thank You Less Than Competent Staff.  
**Date:** Jun 10, 2023 10:14 AM

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Chairperson Dent and Other Honorable Members of the IVGID Board -

Well here we go again.

Garbage like this keeps happening over and over and over again. Another example of stupid, stupid, stupid. Thank you very much Indra and Sheila and Jennifer Moore!

The problem is the same. OUR STAFF! These people don't understand what a GID really is. They don't understand the limited powers of GIDs. They don't understand why we exist as a GID. They don't know how to speak the truth because to them, the ends justify the means. They don't have enough work to do to justify their over compensation and over benefits. So they use their under utilized time for garbage endeavors like this one. And then they don't share the truth and everything but the truth. They have a perception that it's not what they can do for their IVGID. It's what IVGID can do for them. So they use the rest of us for their personal agendas. And for what?

Maybe, possibly, conceivably "\$6 per swim participant to be used as support for Club Mission areas" [see page 859 of the Board packet]? And maybe, possibly, conceivably 120 paying participants [see paragraph 12 at page 863 of the Board packet]? For a maybe, possible, conceivable \$720? ARE YOU FOR REAL SHEILA? The staff time you and Jennifer Moore have spent on this endeavor, I am certain, greatly EXCEEDS \$720. And anyone reading this e-mail wonders why we continue to lose nearly \$7 million annually, year after year, wasting our time on garbage like this? Well now we have another example. Just like my friend DJ Khaled tells us!

So the first thing I ask is that the Board PULL THIS AGENDA ITEM because it does not comply with Policy 3.1.0. Policy 3.1.0 which instructs that "no matter shall be heard or acted upon without ALL ACCURATE AND RELEVANT MATERIALS being published with the initial publication of the Board packet. If materials are inaccurate or MISSING, the agenda item will be deferred (or) delayed..." For the reasons which follow, the relevant materials provided are inaccurate and necessary relevant materials are missing.

The staff memo states that staff intend to "provide (IVGID's) insurance...in the amount of \$1 million/\$2 million." Okay. Where is the evidence of that insurance? If we go to page 867 of the Board packet we see a certificate of insurance endorsement issued by Hub International Services in favor of Enviro-Sports Insurance. But where is our certificate of insurance endorsement? Compare this missing insurance certificate to paragraph 21 of Exhibit "C" which states "to receive a permit you must have...proof of insurance with attached endorsement. ALL BUSINESS NAMES ON LICENSE, INSURANCE AND PERMIT MUST BE THE SAME." The proposed permit lists IVGID as the applicant. But there is no evidence of IVGID insurance. In other words, the Board packet is inaccurate and it is missing relevant materials. The item needs to be pulled from the agenda.

Moreover, there is no mention of the additional cost we're going to incur to secure such a certificate. Is there a cost Sheila?

Moreover, where is the agreement between Enviro-Sports and IVGID which assures us that we're actually going to be paid "\$6 per swim participant?" Are we supposed to take Dave Horning's word for it? Can we even contract with someone who does not legally exist (see the two paragraphs down). Assuming arguendo such an agreement were to surface, how much would we be paying Josh to review the same? I suspect a lot more than the projected \$720 or less of revenue!

Moreover still, the entry form has a release and waiver of liability purportedly in favor of IVGID and the Veteran's Club in particular. Shouldn't Josh be reviewing the same to ensure we're adequately protected? Or has he? And how much is this going to cost the public? Can you imagine if a participant were to be severely injured or die and they/their family were looking for people to sue? And when they learned that Enviro-Sports didn't exist and the promoter on paper was IVGID, who do you think they would sue? And for what?

Moreover still, David Horning's Enviro-Sports DOESN'T EVEN LEGALLY EXIST! Check the Secretary of State's web site. Enviro-Sports was dissolved on June 30, 2021! No wonder it can't legitimately apply for a permit from the Nevada State Parks ("do you have a valid State business license"). So they're going to use IVGID as a conduit to do what they themselves cannot legally do. HOW STUPID OF OUR STAFF! Didn't they even take the time to do some minimal research to determine whether Enviro-Sports legally existed? Or was capable of securing a business license from the State? Doesn't this sound eerily reminiscent of when Incliners used IVGID to avoid paying sales tax on the catering it was purchasing for its monthly meals from Crosby's? Like I said. What can IVGID do for us?

Moreover still, the permit application is UNTRUE. Thank you very much Jennifer Moore. Look at paragraph 14 to the application. Have you ever before had a permit with State Parks before? Jennifer Moore says "yes." I suspect the accurate answer is "no," and here's why. In the space below she clarifies that "the Boy Scouts previously submitted the application from 2013-2021." That's NON-RESPONSIVE Ms. Moore. The application asks if IVGID has ever before had a permit? Not whether the Boy Scouts have. Why don't you tell the truth? Why don't you go back to the Boy Scouts and have them be Enviro-Sports' partner? So is the omission of these niceties Inadvertent? Negligent? Or deceitful?....

If you go to the web site for Nevada State Parks (<https://parks.nv.gov/fees/group-use-special-commercial-use>), you will see that the fee for this event is normally "\$400 plus entrance fee per vehicle." But the event promoter and Ms. Moore want to deceive the State into believing this is a "fundraising" event by a NON-PROFIT (i.e., us). NO IT ISN'T Sheila. It's a commercial for profit venture by Enviro-Sports which doesn't even legally exist in Nevada. Inadvertent? Negligent? Or deceitful?....

Moreover still, the application for this permit had to be submitted prior to April 15, 2023. If you go to the web site for Nevada State Parks web site you will find the following at the bottom of the page: "Please note that Lake Tahoe Nevada State Park (Sand Harbor, Spooner, Cave Rock and Van-Sickle) only accepts permit applications from October 1 to April 15." Our professional staff is already TOO LATE. That is, assuming they have not already submitted an application. Have they? Let's find out!

Moreover still, the Nevada State Parks web site states " Please submit your application 60 days prior to the activity or event." Well, technically we're too late! 60 days prior to the event is June 13, 2023 (the event is publicized for August 13, 2023). If this agenda item were to be approved by the Board, formal application could not be submitted prior to June 15, 2023. We're TOO LATE!

But there's something even far more nefarious at play here. Go to Enviro-Sports' web page for this event:

<https://raceroster.com/events/2023/63597/2023-lake-tahoe-sharkfest-swim>. Scroll down to the bottom of the page and look at who the event partners are. Surprise! THE IV AND CB VETERANS CLUB. And then when you press the link provided, it takes you to the IVGID web site. Wait a minute. The Board hasn't even approved the subject request. So why is Enviro Sports telling the world that we are an official event partner? Inadvertent? Negligent? Or deceitful?....

Everything about this agenda item STINKS including our staff who put it on the agenda! If Veterans Club members want to donate their time, that's fine. But why involuntarily involve the rest of us? If the Veterans Club wants to raise a couple of hundred dollars so they can "support...Club Mission areas," make your own contributions. Why involuntarily involve the rest of us? Bueller? Bueller?

Look at the staff time which has ALREADY been spent on this endeavor. How much time has Jennifer Moore spent? Who typed up the application? Who prepared the staff memo and exhibits? Who will appear at the upcoming Board meeting to argue in favor of its passage? As indicated, who will review the so called agreement with Enviro-Sports which guarantees us payment? We don't have enough pages in our Board packet so we need to add an additional 8 pages of this garbage? Our Board meetings aren't long enough and crammed with so much extraneous stuff, that we need to extend the time by considering something like this? Are you for real? Another example of staff incompetence and a lack of internal controls. When is the Board going to learn? When is it going to put an end to this incompetence and waste which permeates essentially everything this District does?

And why has Indra allowed this matter to be placed on the agenda? Because I think he is trying to appease another special interest group in town so that when it comes time for the community to support him, he will be able to point to this quid pro quo event. Thank you Indra.

KILL THIS AGENDA ITEM. Respectfully, Aaron Katz

**EXHIBIT "B"**

**ENTITY INFORMATION****ENTITY INFORMATION****Entity Name:**


ENVIRO SPORTS PRODUCTIONS INC

**Entity Number:**

E0275952013-3

**Entity Type:**

Domestic Corporation (78)

**Entity Status:**Dissolved **Formation Date:**

06/04/2013

**NV Business ID:**

NV20131337076

**Termination Date:**

Perpetual

**Annual Report Due Date:**

6/30/2021

**REGISTERED AGENT INFORMATION****Name of Individual or Legal Entity:**

INCORP SERVICES, INC.

**Status:**

Active



**CRA Agent Entity Type:**

**Registered Agent Type:**

Commercial Registered Agent

**NV Business ID:**

**Office or Position:**

**Jurisdiction:**

NEVADA

**Street Address:**

3773 HOWARD HUGHES PKWY STE 500S, Las Vegas, NV, 89169 - 6014, USA

**Mailing Address:**

**Individual with Authority to Act:**

Karla Vazquez, President

**Fictitious Website or Domain Name:**

**OFFICER INFORMATION**

VIEW HISTORICAL DATA

Title	Name	Address	Last Updated	Status
President	DAVID HORNING	PO BOX 1040, STINSON BEACH, CA, 94970, USA	05/01/2019	Active
Secretary	WENDY HUNT	PO BOX 318, STINSON BEACH, CA, 94970, USA	05/01/2019	Active
Treasurer	FRANK WASUTA	37 YOLANDA DR., SAN ANSELMO, CA, 94960, USA	05/01/2019	Active
Director	KEN PRESTON	5 KILMER CT., MILL VALLEY, CA, 94941, USA	05/01/2019	Active

Page 1 of 1, records 1 to 4 of 4

**CURRENT SHARES**

Class/Series	Type	Share Number	Value
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No records to view.

Number of No Par Value Shares:

**1000**

Total Authorized Capital:

**1,000**

[Filing History](#)

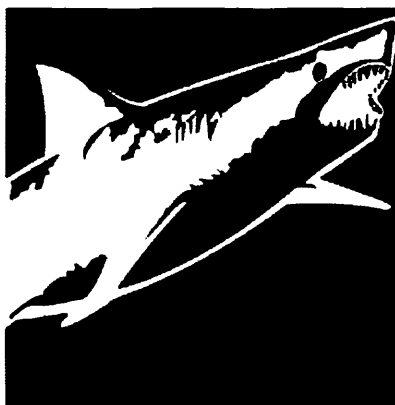
[Name History](#)

[Mergers/Conversions](#)

[Return to Search](#)

[Return to Results](#)

**EXHIBIT "C"**



**2023 Lake Tahoe Sharkfest Swim**  
12th Annual

**REGISTER** (</EVENTS/2023/63597/2023-LAKE-TAHOE-SHARKFEST-SWIM/REGISTER?REF=EVENT-RIGHT-SIDEBAR>)

**BUY AS A GIFT** (</EVENTS/2023/63597/2023-LAKE-TAHOE-SHARKFEST-SWIM/GIFT-REGISTRATION?REF=SIDEBAR>)

**Sun, August 13, 2023**  
8:30 AM PDT

Add to calendar ▾

**Sand Harbor State Park, 2005 Nevada 28, Incline Village, NV 89451**  
(<https://www.google.com/maps/search/?api=1&query=39.19849780,-119.93225410>)

**Visit Website** (<http://sharkfestswim.com>)

Follow Share

Follow

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COOKIE SETTINGS

ACCEPT



Sharks in Lake Tahoe? Card Sharks maybe, although you may see other aquatic species in the crystalline clear waters of Lake Tahoe. Sand Harbor State Park located on the northeast shore of the lake offers both comfortable water and air temperatures this time of year, making it a perfect swim venue. The 1-mile swim will start at the beach next to the boat ramp, swim out through the unique rock formations and finish at the south end of the park's Main Beach. This swim is particularly special, as it takes place at the most stunningly beautiful, boulder-strewn area of Lake Tahoe. The event is limited to 300 participants, so don't wait to register!

**PLEASE NOTE: *This swim is not for novices.*** This event is for experienced open-water swimmers only. You should be able to swim one mile comfortably in a pool in under 40 minutes.

## Registration fees

### Adult

Price changes in 1 month 2 days

18 and Over

~~\$70.00~~

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~~\$80.00~~

*Nov 1 – Apr 30*

**\$90.00**

**Now registering May 1 - Jul 12**

REGISTER (</EVENTS/2023/63597/2023-LAKE-TAHOE-SHARKFEST-SWIM/REGISTER?EVENT=205204>)

*\$100.00*

*Jul 13 – Aug 13*

## Youth

Access code only

Price changes in 2 months 2 days

Youth 17 and under must be registered by an adult, email us at [info@envirosports.com](mailto:info@envirosports.com) for a special link

**\$30.00**

Early Bird Pricing

**Now registering Aug 16 - Aug 12**

I HAVE AN ACCESS CODE

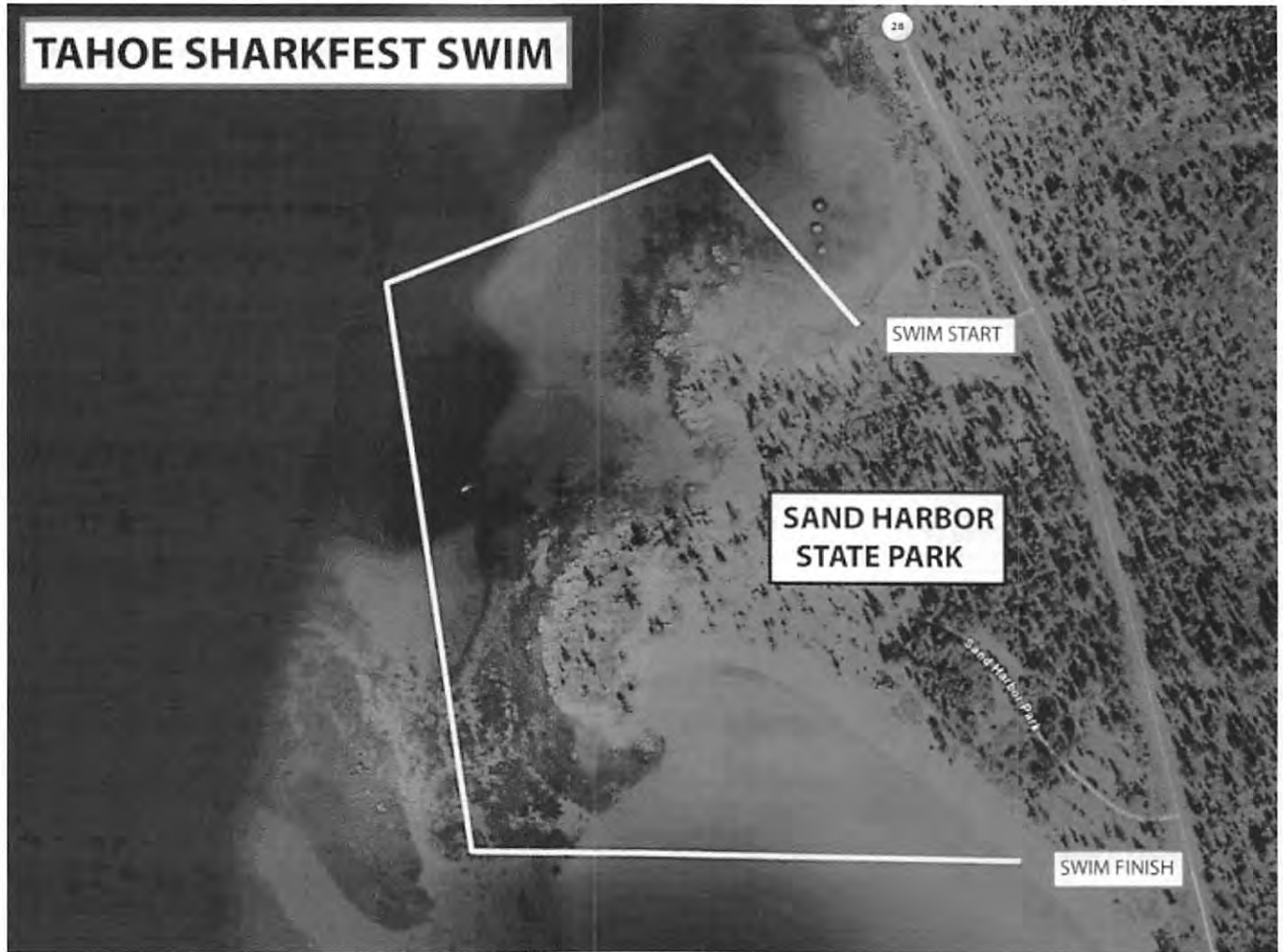
*\$40.00*

*Aug 13 – Aug 13*

Course Map

**DISTANCE:** 1 Mile

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## Event Details

**WATER TEMP:** ~65-70° F

**COURSE CUT-OFF TIME:** 45 minutes

**INCENTIVES:** T-Shirts for all participants. Sharkfest Swim Medals for top three finishers in each age group (wetsuit & non-wetsuit combined). Personalized award plaques will also be mailed to the first place overall female and male finishers. (wetsuit & non-wetsuit combined).

**AGE GROUP BREAKDOWN:** Male and Female: 9-10, 11-12, 13-14, 15-17, 18-24, 25-29, 30-34, 35-39, 40-44, 45-49, 50-54, 55-59, 60-64, 65-69, 70-74, 75-79, 80-84, 85-89, 90-94, 95-100!

**RACE DAY DETAILS:** An email with all the race day details will be sent to all registered participants and posted online here 1-2 weeks prior to event day. Please check back for any updates and the full race day itinerary.

**PARKING:** Parking is available in Sand Harbor State Park for \$10/per vehicle for NV residents and \$15/per vehicle for out of state. All cars must park in the South Beach Parking Lot. You will be directed by signs to this lot which is where the swim check-in and finish area are located. There will be a short walk from there to the swim start. **FYI dogs are NOT allowed in the park during the summer months.**

**CANCELLATIONS: Registrations are non-refundable**, unless you purchased the opt-in refund protection during check-out, in which case you can file a claim online here (<https://www.fanshield.com/file-a-claim>). If you did not purchase the refund protection and you can no longer participate in this event, you may receive a rollover credit (minus a \$20 processing fee) toward a future event as long as you let us know by **July 13, 2023**. After that date, a doctor's note is required to receive a credit.

### Travel & Accommodations

(<https://www.gotahoenorth.com/lodging/>)GoTahoeNorth.com Lodging Listings for Lake Tahoe  
(<https://www.gotahoenorth.com/>)

Reno-Tahoe International Airport (<https://www.renoairport.com/>)

### Event Partners

Incline Village/Crystal Bay Veterans Club. (<https://www.yourtahoeplace.com/parks-recreation/programs/senior-programs/ivcb-veterans>)



Nevada Department of Wildlife  
(<http://www.ndow.org/>)




(<http://parks.nv.gov/parks/sand-harbor/>)

### Event schedule

Race Roster uses first and third party cookies to better understand your preferences, to offer you an optimal user experience, to keep track of your statistics, and to be able to collect your feedback. By clicking "accept" or by continuing browsing this website you consent to the use of cookies. **August 13 8:30 AM PDT - Race Start**  
Read more about the cookies here (<https://raceroster.com/legal/cookie-statement>).



## Contact information

<b>Event contact</b>	Enviro-Sports
<b>Email</b>	<a href="mailto:info@envirosports.com">info@envirosports.com</a> (mailto:info@envirosports.com?subject=Inquiry: 2023 Lake Tahoe Sharkfest Swim - EID: 63597)
<b>Phone</b>	+1 415-868-1829
<b>Website</b>	<a href="http://sharkfestswim.com">Visit website  (http://sharkfestswim.com)</a>

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[Privacy Policy \(/legal/privacy-policy\)](/legal/privacy-policy)

[Terms of Service \(/legal/tos-for-event-registrants\)](/legal/tos-for-event-registrants)

[Contact us](#)

**EXHIBIT "D"**

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I implore the IVGID Board of Trustees to ensure that Indra Winquest remains our General Manager for the next several years.

NAME	ADDRESS/IVGID PICTURE PASS ID #	DATE
Kaye Shackford	891 Donna Dr., IV. // 120056	6/14/23
Jason Matthews	891 Donna Drive, IV NV 21617265	6/14/23

PLEASE BRING ANY PETITIONS THAT ARE SIGNED AND VERIFIED BY ADDRESS AND/OR IVGID PICTURE PASS # TO THE IVGID board meeting on June 14 (by 5:45 pm) so they can be collected at the door and delivered to The Trustees.

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**NAME ADDRESS/IVGID PICTURE PASS ID # DATE**

Charlie White #1157782  
172 Tramway Rd 6/12/23

Tim Callahan #1194969  
170 Mayhew Cir. 6/15/23

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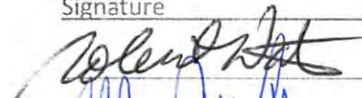




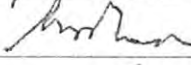
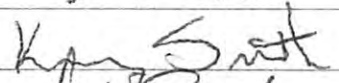

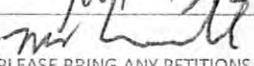
NAME	ADDRESS/IVGID PICTURE PASS ID #	DATE
Tia White flato	#2005367 172 Tramway Rd	6/14/23

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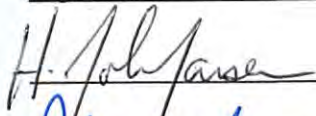

Signature	First and Last Name	Street Address or IVGID pict pass #	Date
	ROBERT WATSON	361 Country Club Dr.	6/12/23
	Mark Geweke	30 Crystal Dr.	6/12/23
	MARIA WATSON	361 Country Club Dr	6/12/23
	JAMES NBIACK	933 Northwood #14	6/12/23
	Mick Hansen	986 Ches Court	6/13/23
	Steven Ross	933 Northwood #4	6/14/23
	KENNY SMITH	928 LAKESIDE	6-14-23
	SCOTT BIETH	678 14th Green	6/14/23
	MIKE CORNELL	612 VILLAGE BLVD	6-14-23

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Signature	First and Last Name	Street Address or IVGID pict pass #	Date
	John Jansen	511 ALPINE VIEW DR # 279937	6-12-23
	Patricia Jansen	511 ALPINE VIEW DR # 279936	6-13-23

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NAME	ADDRESS/IVGID PICTURE PASS ID #	DATE
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Ann Valdes	1068 Millcreek Road	6/10/23
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James Valdes	1068 Millcreek Rd.	6/10/23
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Dominic Spallone	900 Fairway Park	6/10/23
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Bobbie Fontes	872 Oriole Way	6/10/23
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Marvin Powell	1209182	6/10/23
---------------	---------	---------

Jay Fryer	685 Gary Ct	6-10-23
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Sue Paynter	685 Gary Ct	6/10/23
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Michelle Lee	969 Wendy Lane	6/10/23
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NAME	ADDRESS/IVGID PICTURE PASS ID #	DATE
James Weck	939 Wendy Lane	6/10/23
Ryder Yell	939 Wendy Lane	6/10/23
ANDREA GILLUSPUE	845 Southwood Blvd #25	6/10/23
Kent Turner	1075 Tiller	6/10/23
Mathew Patten	770 Southwood Blvd unit 6	6/10/23
JAN CLARK	1566 DEBRA LANE	6/10/23
Nick Webber	815 Colleen Ct.	6/10/23
Vanessa Ramos	770 Southwood #11	6/10/23

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**NAME ADDRESS/IVGID PICTURE PASS ID # DATE**

Chris Bielmeier 820 Southwood Blvd. Unit 1 6/12/2023

Ashley Holz 820 Southwood Blvd. Unit 1 6/12/2023

HANK PARKER 696 VILLAGES BLVD #24 6/12/23

Todd RYAN 872 Tanager #62 6/12/23

Brooke LaPiere 949 Dinet Ct #3 6/12/23

MICHAEL TASSONE 722 College Dr #98 6/12/23

Chris Christiansen 850 Northwood Blvd #50 6/12/23

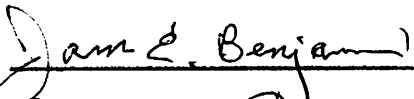
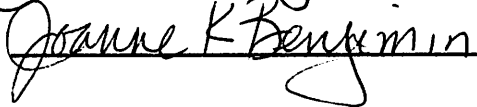
Tori Talbot 850 Northwood Blvd #50 6/12/23

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Signature	First and Last Name	Street Address or IVGID pict pass #	Date
	James E. Benjamin	966 Caddie Court #1259325 <del>25687</del>	6-12-2023
	Joanne K. Benjamin	966 Caddie Ct #1259333	06/12/2023

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Signature \_\_\_\_\_ First and Last Name \_\_\_\_\_ Street Address or IVGID pict pass # 1160605 Date 6-11-23

Brent Terry Brent Terry 335 SKi way, Incline Village NV 89451 6-11-23

PLEASE BRING ANY PETITIONS THAT ARE SIGNED AND VERIFIED BY ADDRESS AND/OR IVGID PICTURE PASS # TO THE IVGID board meeting on June 14 (by 5:45 pm) so they can be collected at the door and delivered to The Trustees.

From: [REDACTED]  
Subject: [REDACTED]  
Date: [REDACTED]  
To: [REDACTED]

[REDACTED]

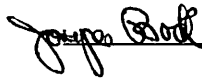
[REDACTED]

[REDACTED]

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Signature	First and Last Name	Street Address or IVGID pict pass #	Date
	Joyce Bock	1500 Tunnel Creek Rd-	6-12-23

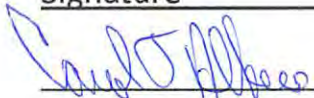
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Sent from my iPad

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Signature	First and Last Name	Street Address or IVGID pict pass #	Date
	Carol J. Albers	111 Dr. Laker Wy 238528	6/12/23

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From: [Redacted]  
Subject: Petition  
Date: Jan 11, 2023 at 9:12:23 AM  
To: [Redacted]

[Redacted]

[Redacted]

[Redacted]

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Signature	First and Last Name	Street Address or IVGID pict pass #	Date
<i>Benet Terry</i>	Benet Terry	335 Ski Way, Incline Village N 89451 Incline Village, NV 89451	6/11/2023


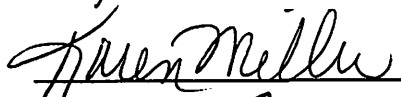
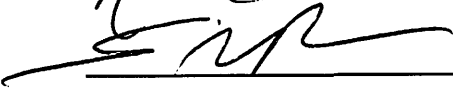
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Sent from my iPad

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<u>Signature</u>	<u>First and Last Name</u>	<u>Street Address or IVGID pict pass #</u>	<u>Date</u>
	Steve Miller	501 Lakeshore Blvd. 214548	6-12-2023
	Karen Miller	501 Lakeshore Blvd	6-12-2023
	CRAIG RAUCITE	615 ALPINE VIEW DR	6/12/2023

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Signature	First and Last Name	Street Address or IVGID pict pass #	Date
<i>Samuel Harrosh</i>	<i>Samuel Harrosh</i>	<i>1394 Tirol Dr. #126-590-07 # 216389</i>	<i>6-12-2023</i>
<i>Suzanne Harrosh</i>	<i>Suzanne Harrosh</i>	<i>1394 Tirol Dr. #126-590-07 # <del>252-335</del> 216391</i>	<i>6-12-2023</i>



**INCLINE VILLAGE**  
GENERAL IMPROVEMENT DISTRICT

**RECREATION PASS**

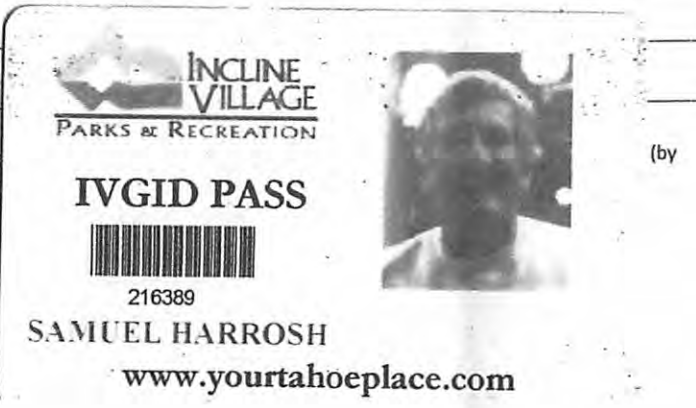
SUZANNE HARROSH

216391

PHOTO: [Portrait of Suzanne Harrosh]

VERIFIED BY ADDRESS DELIVERED TO THE TRUSTEES

BARCODE



**INCLINE VILLAGE**  
PARKS & RECREATION

**IVGID PASS**

216389

SAMUEL HARROSH

[www.yourtahoeplace.com](http://www.yourtahoeplace.com)

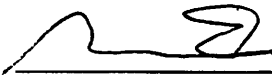
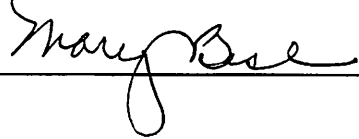
PHOTO: [Portrait of Samuel Harrosh]

(by)

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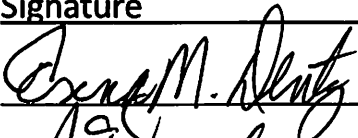

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	RUSS BISHOP	455 LAKESHORE #6	6/12/23
	MARY BISHOP	" " "	6/12/23

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Signature	First and Last Name	Street Address or IVGID pict pass #	Date
	Anna M. Dentz	312 SKI Way Dr, Incline Village, NV	6/12/2023
	JOSEPH G DENTZ	312 SKI WAY DR, F. V. NV 89451	6/12/23

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*Robert Quinn*                      *Robert QUINN*                      *971 FAIRWAY BLVD. #16 PP # 253621*                      *6/12/2023*



*Kimberly Quinn*                      *Kimberly QUINN*                      *97 FAIRWAY BLVD. #16 PP # 248653*                      *6/12/2023*

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<u>Signature</u>	<u>First and Last Name</u>	<u>Street Address or IVGID pict pass #</u>	<u>Date</u>
	Craig Handley	971 Fairway Blvd, unit 15, Incline Village	6/11/2023
	Cathy Handley	971 Fairway Blvd. Unit 15, Incline Village	6/11/2023

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	Leo Craft	982 Tee Court	202292	6/10/2023
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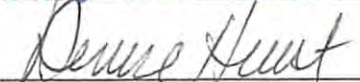
	Kathy Craft	982 Tee Court	202293	6/10/2023
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Signature	First and Last Name	Street Address or IVGID pict pass #	Date
	Michael Hurst	230041	6/13/23
	Denise Hurst	249507	6/13/23

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NAME	ADDRESS/IVGID PICTURE PASS ID #	DATE
1) Terry Hunt	Costacos 815 Donna Dr Incline Village, NV 89451	6/14/2023
<del>Terry Hunt</del>	<del>Costacos Pass # 1237568</del>	
2) Constantine Costacos	815 Donna Dr Incline Village, NV 89451 # 1237599	6/14/23
3) Sierra Ward	1368 Zurich Lane IV NV 89451	6/14/23
4) Jamie Carbone	850 Susan Ct I.V. NV # 1194184	6/14/23
5) Sabrina Jedlowski	553 Lantern Ct. # 27334522	6/14/23
6) Rich Jedlowski	553 LANTERN CT	6-14-23
7) Anne Wulff	6911 TITIST, IV PASS # 844 Lichen Ct	6/14/23
8) Dawn Bursell	# 1311420	6-14-23

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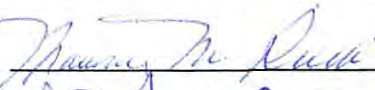
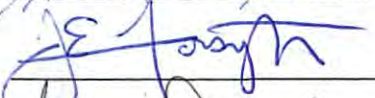
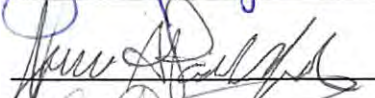
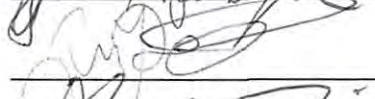
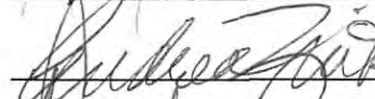
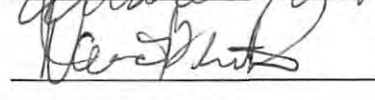
NAME	ADDRESS/IVGID PICTURE	PASS ID #	DATE
1) BARRY SCITREIBER	1348 Zurich Pass F.V.	1331553	6/14/23
2) JOHN DRUHEIM	867 Donna		
3) BONNIE DRUHEIM	867 DONNA	222592	
4) SANDRA RAVIN	507 RONDOLA AVE		6/14/23
5) Brenna Soli			6/14/23
6) NIKKI PRICE	120 COUNTRY CLUB #2 Club HQ	PASS# 237668 F.V.	6/14/23
7) HILLARY LANE	130 Rubicon Peak Lane		6/14/23
8)			

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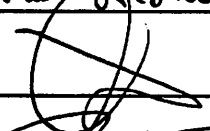


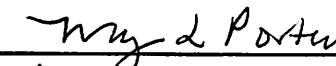
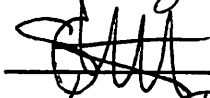
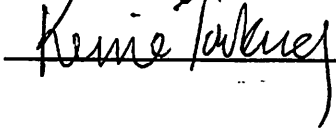
Signature	First and Last Name	Street Address or IVGID pict pass #	Date
	Maureen M Rielli	850 Lichen Ct. 1240349	6/10/2023
	JEFF FORSYTH	850 Lichen Ct.	6/11/2023
	JUNE PADELFORD	920 JENNIFER ST	06/14/23
	Jennifer Peyton	844 Lichen DR.	06/14/23
	Andrea Zintz	983 Jennifer St.	06/14/23
	David Bernstein	983 Jennifer St.	6/14/23

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	Deborah L. Moore	989 Tahoe Blvd. #8, IV (1202868)	6/14/23
	Jeff Homan	1401 TTRAIL DR	6.14/23
	Sophia Helm	617 14th Green	6/14/22
	Doug Graham	780 Freels Peak	6/14/23
	Nancy Porten	790 Freels Peak	6/14/23
	STEPHEN PORTEN	790 FREELS PEAK	6/14/23
	Kevvie Tonking	100516 Lantern Ct	6/14/23

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Jean M. Thomas	1206149	6-14-23
Carl W. Thomas	1206140	6/14/23
	206036246	6/14/23
Robert Pickard	26321943	6/14/23
Barbara Thomas	845 Gouthard Blvd 38	6/14/23
Liz Starnell	912 Jennifer St.	6/14/23
Justin Noble	739 Champagne Rd	6/14/23

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NAME	ADDRESS/IVGID PICTURE PASS ID #	DATE
Steve Tomkovicz	1550 Debra Lane	6-14-23
Diane Kellogg	552 N Dyer Cir	6-14-23

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**Public Comment at IVGID Board Mtg 6-14-23**

**My name is John Jansen. I live at 511 Alpine View Drive.**

**I am submitting signed petitions in support of Indra Winqest. There are 55 community residents who have signed these petitions that I am submitting this evening.**

**I would like to read into the record the text of these petitions.**

**PETITION IN SUPPORT OF INDRA WINQUEST**

**I support Indra Winqest's continued employment as General Manager of the Incline Village General Improvement District (IVGID). Mr. Winqest has worked at IVGID for over 20 years and has developed a level of expertise that is unmatched. He cares deeply about our community and IVGID staff. He guided IVGID through the pandemic and continues to lead IVGID with professionalism that is unrivaled. Nobody is perfect, but Mr. Winqest is the BEST person to handle the General Manager position at IVGID. I implore the IVGID Board of Trustees to ensure that Indra Winqest remains our General Manager for the next several years.**

**Each individual signed and printed their name along with their address or picture pass number.**

**I would just like to add further comment that from what I know, Indra Winqest is well liked and respected by the IVGID staff members that I have talked to. I fear if you terminate Indra's employment that a large percent of IVGID staff will resign and that will be a disaster for this community particularly going into the height of the summer season.**

**Also IVGID is financially sound and Indra's management is a primary reason for this. All the more reason to keep Indra at the helm of IVGID.**

**And lastly as evidence by these signatures on the petition, Indra is well liked and respected by the residents of this community.**

**Based on these factors it would be an incredibly bad decision by the BOT not to keep Indra as IVGID GM for the foreseeable future.**

Tim Callings

June 14, 2023

Public Comments to be included in the minutes of tonight's IVGID Board Meeting Board,

As the most recent Board Chair and past Trustee of <sup>A total of</sup> 12 years, I am here tonight to express my support for extending General Manager Winquest's Contract for an additional year as has been done these past three years. He has either met or exceeded his stated goals that the prior Board agreed and accepted at his evaluation in 2022. Having known Mr Winquest since his days at the Rec Center counter 20 years ago, through his subsequent promotions and then as the General Manager, Mr Winquest has proven to be an honest, hardworking individual whose depth of knowledge of the District and its operations is second to none. His passion for IVGID has aided him in finding the right people for the right jobs.

All this being said, I am deeply concerned about the direction the majority of this Board is taking the District! It seems that there are numerous conflicts of interest regarding Board member relationships with Community individuals. The unilateral decision to not pursue the Dog Park Committee's suggestions regarding the parcel across from the High School but, instead move it to the Village Green is ludicrous. The discussion of considerably downsizing the Incline Beach House and/or discounting altogether any improvements after this Community has been patiently awaiting this project for over 30 years makes no sense. Then the most egregious exercise of bucking a 55 year District precedent of allowing non-resident employees Beach access because of a handful of agitators clamoring about "The Beach Deed, The Beach Deed" and using the excuse of a lawsuit from the Community is a complete Red Herring. And let's not forget the non-collection of the Rec Fee which has basically caused a 50% reduction in the value of the Punch Card. Brilliant decision as we are going into Summer

It seems to many of us in Incline and Crystal Bay that there is more than meets the eye regarding Board Majority decisions made these last 6 months.

It is now common knowledge that the Chair of the Board, Mr Dent, has been and is currently in business with an outspoken critic of the District. While you can certainly do business with whomever you desire, it is incumbent upon you to

divulge this information to the Citizenry/fellow Board members and recuse yourself on pertinent matters. You did neither when it came time to appoint this individual to the Audit Committee. Extremely troubling. And we are anxious to learn of the Ethics Commission's final verdict.

Then we have Mrs. Schmitz. I find it troublesome that you would be the Board member in charge of the GM's Evaluation; especially since the debacle that ensued regarding your rating being moved from a 3 to a 2 last year. You blatantly lied to the Board, the GM and the Community when confronted by a fellow Board member, Ms Tonking, and then tried to blame Dr Mathis! Really quite pathetic. You were championing expanding Dr Mathis's role from Board Training to helping with the GM's evaluation. All seemed fine until Dr Mathis caught you in your obfuscation. My, oh my, how quickly you turned on the process stating your comments weren't reflected properly, etc.

Is there going to be a Special Meeting called, during the GM's vacation calling for his termination? Yes, Board Majority...this is a very small town and I've lived here 38 years. And I know a lot of folks who work in a variety of organizations, travel in any number of circles and they have had their fill of your constant overstepping, micromanaging and complete disregard of any historical perspective here in Incline Village and Crystal Bay. Perhaps, if you are incapable or unwilling to do the actual job of a Trustee and let your General Manager manage the District, it might just be time to step down...

I encourage the Board to listen to the MAJORITY of this Community when deciding the GM's outcome.

Or expect a recall.



**Scott Hill – 1093 Tiller Drive; Public Comment June 14, 2023 IVGID Board Meeting**

We have lived here full time for almost a decade, and not until Mr. Winqest took the position as GM at IVGID did we have a leader who truly understood the operations of IVGID as well as how to build a productive team.

Thus it's hard for me to watch as our Board micro-manages its way into minute operational details, actively pushes out our employee talent, and destroys both employee and community morale.

It's even harder for me to understand how this Board thinks that they might find anyone with any reasonable level of experience or expertise to replace Mr. Winqest should they force him out, as rumor has it may happen. The relationship of the Board to IVGID leadership – and IVGID employees - is at a point now that we will simply not be able to find any type of suitable replacement. Who would accept a role with so much interference and baggage? Just witness the difficulty we already have in finding a replacement for our Controller, and now our Finance Director. I understand that we have about four times the normal number of IVGID job openings now than over past years, resulting primarily from the Board's knee jerk reactions and micro-management of every aspect of IVGID.

I guess that the obvious solution to this is to eliminate our Rec Fee, and then outsource or sell off our venues. Is this the end game that this Board is looking for?

Finally, let me say again that the 5 decade model of operations here should not be discarded. The community really does not want this, they did not 'buy-in' to the new and different model of operating our venues as separate, for-profit, businesses; they bought in to the operating model of the last 5 decades. They do not want to see the property value decline that would occur as the Board goes down this path, and our local businesses do not want it and can not afford it.

Please reconsider your apparent decision to fire Mr. Winqest, and think more thoughtfully about the long-term harm it would cause to our community, our IVGID employees, our property values and our local businesses.

BRLC KAHRS 6-14-23

We are greatly disturbed that it appears ~~that~~ some of the Trustees could be intent on giving Indra Winquest an unfavorable review with the intention of terminating his contract which has one year left.

The potential termination conflicts with the strong leadership he contributed to the Incline Village community and IVGID throughout COVID, the fires, and the relentless animosity he has been subjected to from a select handful of disgruntled community members, and, at times, some of the Trustees.

We have not yet seen the Trustee reviews to provide input as to the merits of the rumored actions that ~~they~~ may be ~~taking~~ with regard to the GM.   
TAKEN

**Indra Winquest is a leader who has demonstrated responsibility to his staff of 100 plus and to all the diverse citizens of Incline Village, a handful of whom speak vitriol at the Board meetings and appear to have the confidential ear of some Trustees.**

**Indra Winquest effectively manages the venues and staff and we know always delivers to the betterment and satisfaction of most of the community.**

**We have discovered this week that only a small part of the IV homeowners are aware of this current conflict. There will be a groundswell of support for the GM upon further awareness.**

**Many IV parcel owners state they do not want to get involved in POLITICS because of the nastiness surrounding the meetings. They are learning that speaking their voice is not POLITICS but is an important democratic process and the best way to insure responsible governance.**

What any respectable and responsible Trustee or business person would do in a situation where performance is a concern is to prepare a performance improvement plan. It is hard to believe that Indra Winquest fails in so many areas that would justify termination.

It is commonly known that managers or possibly Trustees will assign trivial tasks or overload an individual to the point that they would resign. Or, the list of tasks becomes so ONEROUS as to be unachievable. Thereby presenting grounds for termination. If this were the case with Indra Winquest, these would be reasons for community dissatisfaction and a dereliction of duty by the trustees, leading to wrongful termination.

WE THINK WE KNOW THAT GAME AND STRONGLY RECOMMEND THIS NOT BE PLAYED OUT AT IV.

**This is a prepared statement by multiple CITIZENS of Incline Village via my voice.**

IVGID has been plagued in recent years by fundamentally poor governance. The Trustees have operated in a non-transparent, unprofessional, and unpredictable way, and seem more focused on catering to a few loud voices and special interests than serving our community at large.

With regard to the prospect of removing the District General Manager of IVGID, there are some **basic threshold questions** that must be answered to the community, not hidden behind a **veil of Trustee only access**. **BASIC THRESHOLD CRITERIA** for making a significant leadership decision in a professional manner.

1. What is the review process for the general manager?
2. Have formal reviews been complete and have they been disclosed?
3. Has the District General Manager been given time to address any issues that have been raised?
4. Is it clear to the community that it is in *the interest of the community* that he be removed?
5. Has a study been conducted to see whether or not this role can be filled by a competent individual, and at a compensation level that IVGID can afford?
6. If there is an abrupt removal, what is the proposed transition plan?
7. Finally and Fundamentally, what is the board trying to achieve with this removal?

***If*** these basic questions cannot be adequately answered, then the IVGID Trustees are doing our community a material disservice by even broaching the topic of the dismissal of our District General Managers.

***If*** next week the IVGID Trustees were to proceed with this removal without effective & convincing answers to these questions, it would represent gross negligence and betrayal of the public trust. It would also open the district to possible litigation.

Tonight is not the time for yet another dereliction of duty on the part of the Trustees.

Incline Village was developed 50 years ago as a PREMIER mountain getaway, and has been allowed to devolve into severe disrepair under current governance. This is the legacy of the IVGID Trustees, and this community deserves better. And we can start tonight, with a professional and thoughtful approach to the critical role of District General Manager.

One final Point: A decision to terminate a District Manager or any person who is on a well-deserved vacation is abhorrent and of unknown legality.

IVGID Board of Trustees

June 14, 2023 Meeting

Public Comment – Retain Indra Winquest as IVGID General Manager

Tia Rancourt

801 Randall Ave. Incline Village, NV 89451

Retain Indra Winquest as IVGID General Manager. For over 35 years I have experienced several general managers working for IVGID and Indra has been one of the best. His passion, dedication, and commitment to our community is truly remarkable. There are so many situations to cite but one of the more significant ones was during the pandemic and how he helped the fire district navigate uncharted territory for the safety of our community.

No matter the situation, he remains professional, courteous, and above all, always exhibits kindness, which we could all use more of.

Instead of trying to find fault, consider looking at the best in others and work on creating solutions together to move forward in a positive way.

Thank you,

Tia Rancourt

## Public Comment 6/14/2023 – Kendra Wong

I am extremely disappointed with the majority of this board. You are fundamentally changing IVGID without community input. You are taking away resident and parcel owner access and value at IVGID venues. For three people who always complain about lack of transparency, you should look in the mirror.

Here is a great example of your “transparency”. You scheduled Indra’s performance review for this meeting, but it is glaringly not on the agenda. So, if you aren’t going to do your job and review the GM, we will.

Indra is by far the best GM IVGID has ever had. He listens and responds to the community. He



identifies weaknesses and shortcomings and finds the best possible solution for the good of the community. You move goal posts and he responds professionally.

Michaela and Dave, thank you for standing up for this community. While you may not be in the majority on this Board, the majority of the community knows who represents them.

To the IVGID Staff, thank you for serving our community every day. You are what make IVGID great.

To the Senior Team, you are just that, a team. I love watching you support each other and Indra.

And lastly, to Indra, I have watched your career grow at IVGID from coordinating softball leagues to

running the district. You show up every day for your staff and our community. You are passionate about what you do and our community is better because of it. I cannot be more proud to say that I had the opportunity to work with you.

Good evening, Ryan Sommers, North Lake Tahoe Fire Protection District.

I am here to speak in favor of the general manager, Indra Winquest. These first comments will be me as the Fire Chief. GM Winquest is a huge asset to this district and an outstanding ally for North Lake Tahoe Fire Protection District, all while he serves in the capacity of general manager. This does not exclude his previous positions within the district as that knowledge has made him a great leader for the community as a whole. His leadership throughout the community has led to an outstanding partnership between North Lake Tahoe Fire Protection District and IVGID. I would hate to have all this work, time and effort lost. Mr. Winquest's integrity, professionalism, and ability to care about this community and this district has not gone unnoticed.

Now, on a personal note, having been born and raised in this town, and spending a lot of time here, Indra has done an excellent job of listening and acting on the reasonable requests from the citizens of Incline Village and Crystal Bay. I strongly believe he is a prominent community leader with a responsible sense of actions and business knowledge.

Thank you for your time.

Ryan Sommers

**In the Matter Of:**

Incline Village General Improvement District Board of Trustees Meeting

**HEARING (PUBLIC MEETING)**

*June 23, 2023*

*Job Number: 997390*

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INCLINE VILLAGE  
GENERAL IMPROVEMENT DISTRICT  
BOARD OF TRUSTEES

TRANSCRIPT OF HEARING  
PUBLIC MEETING  
Live and Via Zoom

Held at 893 Southwood Boulevard  
Incline Village, Nevada

Friday, June 23, 2023

24 Reported by: Brandi Ann Vianney Smith  
25 Job No.: 997390

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A P P E A R A N C E S

BOARD MEMBERS PRESENT

MATTHEW DENT, CHAIR

SARA SCHMITZ, VICE CHAIR (via Zoom)

DAVE NOBLE, SECRETARY

RAY TULLOCH, TREASURER

MICHAELA TONKING, TRUSTEE

ALSO PRESENT

JOSH NELSON, LEGAL COUNSEL

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1 INCLINE VILLAGE, NEVADA - June 23, 2023 - 5:00 P.M.

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4

5 CHAIR DENT: I'd like to call the special  
6 meeting of Incline Village General Improvement  
7 District to order. The meeting will be starting at  
8 5:00 P.M. today. It's June 23rd, meeting is being  
9 held in the boardroom at 893 Southwood Boulevard,  
10 Incline Village, Nevada, and via Zoom.

11 We'll start with item A, the Pledge of  
12 Allegiance.

13 A. PLEDGE OF ALLEGIANCE

14 (Pledge of Allegiance.)

15 B. ROLL CALL OF TRUSTEES

16 CHAIR DENT: Thank you. Roll call of  
17 trustees. We'll start off with Trustee Noble.

18 TRUSTEE NOBLE: Here.

19 CHAIR DENT: Trustee Tulloch?

20 TRUSTEE TULLOCH: Present.

21 CHAIR DENT: Trustee Tonking?

22 TRUSTEE TONKING: Here.

23 CHAIR DENT: Trustee Schmitz?

24 TRUSTEE SCHMITZ: I'm here.

25 CHAIR DENT: And I'm Trustee Dent. All

1 five trustees are present. We do have a quorum.

2 We're going to move on to item C, initial public  
3 comment.

4 C. INITIAL PUBLIC COMMENTS

5 CHAIR DENT: I would like to remind  
6 everyone you have three minutes to speak, and the  
7 item today is discussing the general manager. And  
8 before we jump into that, I wanted to read  
9 something:

10 "As a board, we recognize  
11 Indra's positive impact on the  
12 families and our community over  
13 his many years of service in  
14 various roles, from starting  
15 position as a clerk to general  
16 manager.

17 "In Nevada, annual performance  
18 evaluations for the general  
19 manager are required to be  
20 conducted publicly. Last year's  
21 board formulated mutually agreed  
22 upon, specific performance goals  
23 for the general manager."

24 And I'll just stop at that. The process  
25 and bit of the timeline that we've gone through is



1 laid out in the board packet.

2           And with that, I will open up public  
3 comment.

4           MR. SEVERANCE: Eric Severance, Incline  
5 Village. Good evening.

6           My wife and I have lived in Incline  
7 Village for over 30 years and raised our three  
8 daughters here. We love this community and have  
9 done what we can to support it.

10           I'm quite dismayed that many of the board  
11 members are not in support of extending the contract  
12 of our general manager, Indra Winquest, and by doing  
13 so are basically trying to force him out.

14           Indra has served IVGID faithfully for  
15 many, many years. He's a strong manager, respected  
16 leader, and excellent community liaison. He's been  
17 instrumental in retaining staff through very  
18 difficult times: A pandemic, a challenging housing  
19 market, et cetera.

20           I've watched Indra come up through the  
21 ranks at IVGID, always willing to help, listen, and  
22 respond in a quality manner.

23           Think about the message you're potentially  
24 sending if you cease to support him, to our staff,  
25 to our community, and, yes, even to outsiders

1 considering working here, it's not a good one.

2 I strongly recommend you choose the  
3 alternatives spelled out in Chairman Dent's memo.  
4 Allow Mr. Winquest to continue as general manager.

5 Thank you.

6 MS. SEVERANCE: Good afternoon,  
7 Chairman Dent and IVGID trustees. My name is Diane  
8 Severance, and I live at 689 Bridger Court, Incline  
9 Village.

10 I'm here today to support Indra Winquest,  
11 IVGID's general manager, and to urge the board to  
12 continue Mr. Winquest as general manager per his  
13 contract.

14 Overall, Mr. Winquest is trustworthy,  
15 respectful, ethical, and approachable. Over the  
16 years, Mr. Winquest has demonstrated strong  
17 organization and time management skills, while  
18 managing a large team. He has excellent  
19 face-to-face communication, presentation and  
20 leadership skills, he responds well to feedback, and  
21 is an excellent relationship builder.

22 IVGID continues to enjoy a very strong  
23 financial position, and the community assets are  
24 well managed.

25 Thank you.

1 MS. WHITE: Hi. I'm Leslie White, and I  
2 didn't prepare anything formally because I just  
3 found out about this meeting.

4 But I was very supportive of -- I've  
5 always been really supportive of Indra. He's been a  
6 wonderful community member and has been very  
7 supportive of Incline Village in general, all of our  
8 programs. He's one of the nicest guys that I have  
9 ever met working for IVGID. And I really appreciate  
10 what he's done for our families and for our  
11 children, all of our kid's programs.

12 I moved here in 1992 with my family, and I  
13 was probably one of the first five or ten members of  
14 the Rec Center. I'm an avid swimmer. My kids have  
15 grown up here, and I noticed a difference when Indra  
16 came on board as GM in that it just seems like there  
17 was way more support for all of our children's  
18 programs. I was a soccer coach. And I just think  
19 that it would be a terrible mistake to lose him as  
20 our GM. He's done so much for this community. He  
21 builds relationships, and by doing that, I think  
22 that he's been able to attain this huge grant.

23 And he's just been there. People want to  
24 support him, if they're involved, and if they know  
25 him and just because -- and his efforts to make our

1 community better. And I urge you to be respectful  
2 of Mr. Winquest and let him continue on as GM.

3 I don't have enough knowledge to  
4 understand what he's been accused of doing and why  
5 this has been decided upon by a couple of the board  
6 members, but I think it's time that we know that, as  
7 a community, we all want to know.

8 Anyway, that's all I've got to say. I'm  
9 just very supportive of him, and I hope that this  
10 does not go through.

11 Thank you.

12 MS. WOLF: Holly Wolf, 515 Eagle Drive.

13 I need to know what you three -- Sara, of  
14 course, is not here -- were thinking when you  
15 planned a board meeting for Friday night at 5:00  
16 P.M., in a room that's way too small, with a topic  
17 that's so volatile in this town? You couldn't find  
18 to bigger venue? That Chateau's busy? How about  
19 the Duffield Theater? How about the elementary  
20 school? This is ridiculous having people stand  
21 outside. Did you think no one would come? Do you  
22 really think since you've decided to separate from  
23 Indra that the town would calm down? You were  
24 elected today serve, to serve, the town. You are  
25 not doing that. You are carrying out your own

1 petty, narcissistic agenda.

2           Indra leaving is not what the town wants.  
3 You've made this work environment so toxic that  
4 nobody wants to stay, and the board takes no  
5 responsibility for his leaving. None.

6           And now we hear you're going to appoint  
7 Mike Bandelin as a temporary general manager. Why?  
8 He's done such a fabulous job at Diamond Peak. So  
9 six months from now you can fire him and put a  
10 cooling off clause in his separation agreement too?  
11 So there's no GM, there's nobody at Diamond Peak,  
12 there's no financial person. What are you three  
13 thinking?

14           And, Sara, I wish you were here, this  
15 whole debacle started when you lost the Duffield  
16 grant. And from Mr. Duffield's mouth, it was Indra  
17 that got it, and it was you who lost it. So no  
18 matter how you try and spin it, this is your  
19 responsibility.

20           And you're screaming at a family on the  
21 beach? That could cause a lawsuit in this town.  
22 And calling Child Protective Services, what kind of  
23 person are you? You're representing no one but  
24 yourself.

25           And, Matthew, wish you had a backbone to

1 corral in these rogue trustees.

2           And again, I say, morons, we've got morons  
3 on the team.

4           MS. BERNSTEIN: Thank you, board. And I  
5 apologize, I wrote this on an airplane in turbulence  
6 at 3:00 in the morning.

7           Lisa Bernstein, I've been here, I live on  
8 366 Cottonwood Court. Thank you for having me on a  
9 Friday night when there's music on the beach, but  
10 I'd rather be here supporting my community and  
11 Indra.

12           My dad moved us here in 1972. He was very  
13 affluent in the community. He was one of two bank  
14 managers that helped put business loans that started  
15 many businesses up here. He was president of the  
16 Chamber of Commerce, involved in Rotary Club, and he  
17 was on the board and helped the build the hospital  
18 that is up the street.

19           He sat with many legacies supporting this  
20 community, J. Johnson, Ivan Althouse, Mr. Tiller,  
21 those legacies are rolling in their grave right now.  
22 I'm going to cry.

23           When I see the word "trustee," the first  
24 part of that word is trust. I'm having a hard time  
25 with this. I believe that there are two-thirds of

1 this board that are not holding part of the first  
2 word, which is honesty.

3           As a full-time resident and a witness to  
4 everything that Indra has done to this community,  
5 I'm sincerely devastated at the way the board is  
6 handling his separation, and I'm actually  
7 embarrassed for my dad.

8           Is loyalty gone? Is there someone waiting  
9 to take over that wants control over this community?  
10 Do they have ulterior motives? Which I wasn't  
11 supposed to say. Sorry, Bill.

12           I believe Indra was backed into a corner  
13 and drove into a volatile environment. Shame on all  
14 of you for doing this.

15           In 2003, I was privileged to sit down and  
16 have a beer with my former CEO at the Reno Air  
17 Races. This leader has a philosophy that you take  
18 care of your employees first, and your community  
19 will witness it. And because of this, it will  
20 create trust with the business and even your  
21 shareholders. This amazing leader was Herb  
22 Kelleher, CEO of Southwest Airlines.

23           I don't know what is more important to  
24 this board. All I'm asking is to just take care of  
25 your people, take care of your community. A

1 majority of our community wants the Herb Kellehers  
2 and the Indras as our leaders, not leaders that are  
3 controlling, bullies, or micromanagers.

4 Thank you.

5 MR. WRIGHT: Frank Wright.

6 I want the people who are trying to recall  
7 our board to understand that we've already compiled  
8 the list of those who filed the petition for the  
9 recall, their names will be made public. Anybody  
10 who signs the petition, your names will be made  
11 public and on social on media. It's public record,  
12 public information.

13 Why would anybody recall the most talented  
14 board members we've ever had? Well, let me guess.

15 The first speaker tonight, he hit us up  
16 for \$35,000 in a yield study management, three  
17 pages, he plagiarized from a company in Australia.  
18 Joel (inaudible), he's an ex-trustee. There's anger  
19 in this community that should not be.

20 Mr. Winquest volunteered to be separated  
21 from this district in lieu of having all the  
22 information, facts of insubordination, giving away  
23 our public facilities, vote rigging, all these  
24 things are documented. He choose not to have it  
25 become public. That's his choice.



1           You people are here to tell us how  
2 wonderful he is, he may be. I worked with him for  
3 20 years. I know him well. He lied to me. He's  
4 lied to this community. He's done things that he  
5 should not have done. He got himself in many  
6 pickles. He didn't manage this district in a way  
7 that was beneficial to the people living here. He  
8 gave away our golf courses to a bunch of private  
9 individuals, most that don't even live here.

10           Our community can come back together. We  
11 have leadership that's willing to take eh reins and  
12 correct all the things that are wrong. But you're  
13 not going to correct it by doing the things you're  
14 doing, trying to protect your own self-serving  
15 interests.

16           And those people on that petition to  
17 recall, I can go through some of them right now,  
18 they've been getting stuff from our district.

19           How about \$10,000 to give a convention  
20 where our utilities employee goes to learn how to be  
21 a personable person for \$10,000. That's Kay  
22 Shackford. She'll be speaking tonight telling us  
23 that the pandemic is why Mr. Winquest is leaving.  
24 It's not the pandemic. It's his behavior, it's his  
25 lack of organizational skills, and his lack of doing

1 his job.

2 I'm asking this community to give this a  
3 chance and watch that our venues become used for us,  
4 not for the world's tourists. It's a chance, let's  
5 take it.

6 Thank you.

7 MS. CARS: Linda Cars, 625 Lariat Circle.

8 Within the past five months, the new board  
9 has taken Incline Village in a direction that causes  
10 divisiveness, disruption, and unhappiness to  
11 citizens and to staff. The hostile environment has  
12 caused the finance director to leave and now GM  
13 Winquest.

14 The GM has faced hostility from Sara. You  
15 can see it on her online posts. It certainly feels  
16 like our GM has been set up for failure by Sara.

17 Last August, Trustee Dent gave the GM a  
18 solid review and Trustee Tulloch, while campaigning,  
19 gave him his full support. How is it that  
20 five months into the new board, they are aligned  
21 with Trustee Schmitz, who set him up for short-term  
22 failure without proper due process? What a disaster  
23 for our community.

24 On 6/14, the board meeting, there were two  
25 hours of positive public comments about GM Winquest.

1 It was a disgrace that at the end of meeting we  
2 learned the GM's departure was happening when  
3 Trustee Dent placed separation on the agenda for the  
4 next meeting without even lip service to the  
5 concerns and wants of the majority of the community.  
6 What other decisions are the three board members  
7 illegally discussing in a non-transparent manner?

8           For several weeks we've been asking  
9 ourselves: Who have they surreptitiously decided to  
10 temporarily appoint to the position until such job  
11 can and should be posted?

12           A-ha. At the June 8th board meeting,  
13 Cliff Dobler and cohorts, out of the blue -- by the  
14 way, who has loaned Trustee Matthew Dent monies in  
15 2017 and 2022 -- spent his three minutes raving  
16 about Mike Bandelin. I don't know him yet.

17           And then our board packet came out  
18 yesterday for June 28th, with Matthew Dent  
19 recommending Mike Bandelin as the interim GM. So,  
20 who is running our district? Is it the Board of  
21 Trustees or Cliff Dobler and cohorts?

22           We have already spoken, my husband and I,  
23 to GM Winquest's successes in prior meetings.

24           Trustee Schmitz unsuccessfully tried to  
25 blame Indra for the 25 million donation loss which

1 GM Winqest had secured. Mr. Duffield made it clear  
2 this week that he pulled the monies only because of  
3 Trustee Schmitz. Now you can't face him, so you  
4 terminate him when he is on vacation and have this  
5 meeting.

6           Sadly but not surprisingly, it appears  
7 that Indra has given up for the sake of his health  
8 and his family. I would do the same. We can only  
9 surmise that after he spoke with the three trustees,  
10 Sara, Dent, and Ray, he saw no path forward. He  
11 should not resign. He is being forced out.

12           Shame on Trustee Dent, Schmitz, and  
13 Tulloch. You individually and collectively should  
14 be ashamed of your behavior and motivations toward  
15 one person, GM Indra Winqest, who has been a  
16 devoted and respected employee.

17           As trustees, we feel you owe the community  
18 transparency and an apology, apology for moving our  
19 community down a divisive, unknown path. More  
20 important, Trustee Sara, Matthew, and Ray, you owe  
21 GM Winqest an apology.

22           Thank you.

23           MR. RINER: Dr. Myles Riner, Incline  
24 Village.

25           Chairman Dent, I practiced emergency

1 medicine for 38 years. I treated close to 100,000  
2 patients. I'm retired, but I believe I earned the  
3 right to be called Dr. Riner. And I'll call you  
4 Chairman Dent, if you'll call me Dr. Riner.

5 I believe one of the reasons why we are  
6 here today, one of the reasons why three of the  
7 trustees have coerced Indra into leaving the GM  
8 position is that Indra was not fully on board with  
9 the idea of eliminating the use of the rec fees to  
10 subsidize the operations of some of IVGID's major  
11 venues, like the golf courses.

12 Over several months, he indicated to me  
13 that he felt this was a fundamental change to the  
14 entire premise of the general improvement district,  
15 that our community, if they understood this, would  
16 not support it.

17 When the board first adopted the cost  
18 recovery pyramid methodology, they effectively  
19 eliminated the use of subsidies to keep user fees  
20 low at these recreational venues. You still act as  
21 if a hundred percent cost recovery target was a  
22 preestablished element of the pyramid method, but  
23 the creators of the pyramid method, in fact,  
24 recommended that communities using their skiing go  
25 through a very detailed analysis of who benefits

1 from these venues, including extensive feedback from  
2 the community, before setting these cost recovery  
3 targets.

4           This is something the board did not do  
5 when adopting these targets. I believe that much of  
6 the hubbub surrounding the delay in adopting the  
7 proposed changes in the accounting methods,  
8 retroactive adjustments, and financial reporting,  
9 you three trustees and vocal, perpetually aggrieved  
10 supporters demanded traces directly back to the  
11 misapplication of the pyramid pricing scheme.

12           Even the Moss Adams consultants missed the  
13 serious impact these cost recovery targets would  
14 have on our GID's financials.

15           In addition to ignoring all the other  
16 benefits that residents besides our golfers enjoy  
17 from having these golf courses in our community,  
18 like the snowshoers, cross-country skiers, sledders,  
19 and dog walkers who enjoy these courses off season,  
20 you completely ignored and ignore the fact that  
21 every business and property owner in Incline and  
22 Crystal Bay benefits from our courses through  
23 enhancement in business incomes and property values.

24           Thus, the cost recovery targets for our  
25 major venues should, perhaps, been set at 85 percent

1 or 90 percent, and not a hundred percent.

2           The rec fees are, in fact, a good  
3 investment for all of us and a fair way to  
4 supplement the cost of operating these venues, so as  
5 to allow more of our residents to afford to use  
6 them. Indra understood this, and that's one of the  
7 reasons you made his work as GM untenable.

8           MS. LARSON: Debbie Larson. I've been a  
9 resident of Incline for 25 years.

10           My husband and I raised our four sons  
11 here. We've loved it. We've known Indra throughout  
12 the process, throughout these years, at least  
13 15 years, when he was coaching, when he was  
14 superintendent. Two of our sons actually worked for  
15 him for parks and rec. When I helped with Boy  
16 Scouts, we had an issue with the beach clean up, and  
17 Indra met with me and addressed concerns.

18           What I have learned is Indra is a man of  
19 character. Doesn't matter what position he's in,  
20 doesn't matter what he's up against, because you  
21 know people will be up against difficult things that  
22 demand character. When you have character, it's  
23 transferable, cross positions.

24           You also attract people who are good like  
25 you, you get a staff, you get people who can do what

1 truly matters, not serve special interests.

2           This is such a waste of time on such a  
3 grand scale to try to oust a good person that has  
4 done so much for our community and our children.

5           Thank you.

6           MR. MARELICH: Mark Marelich, Jensen  
7 Circle.

8           I wanted to speak shortly tonight to  
9 remind everyone here and everyone listening that all  
10 the angst and anxiety felt in the community these  
11 last few weeks, it's mostly because we think a good  
12 person is being wronged. Whatever Indra's faults  
13 may be -- and you know every GM you hire will have  
14 their own too -- it cannot be overstated that he  
15 cares about his job.

16           If you ask any business owner today, they  
17 will tell you that finding any employee that gives  
18 even just minimal effort is very hard to get  
19 anymore.

20           They say that it takes 10,000 hours of  
21 intensive practice to become an expert of something,  
22 Indra's been with this organization since the  
23 bottom, and no question, I would take his countless  
24 hours of experience over some new GM with a master's  
25 degree in whatever.



1 Thank you.

2 MR. SCHULTZ: Joe Schultz, Putter Court.

3 I am here to support the board, in total  
4 and individually. I think some of the protests that  
5 we've heard this evening are based on supposition,  
6 not on facts.

7 We've heard a number of times how a  
8 hostile environment has been created; I don't see  
9 that. We've heard talks about the board  
10 micromanaging the employees; I don't see that  
11 either. I would say that the protests that we are  
12 hearing today is an attempt at micromanaging your  
13 job.

14 The role of GM is not a popularity  
15 contest. The GM is supposed to be incredibly  
16 competent in running the employees. If it were  
17 solely based on popularity, no one would deny that  
18 Indra is a fabulous guy. I've only been here  
19 six years, I haven't been here 30, but I attend  
20 these things, and feel like I have a sense about the  
21 pulse of the community.

22 I ran an office of several locations. We  
23 had an employee who started at the bottom, rose her  
24 way to the top, wanted to be a manager, she did a  
25 good job in all the subordinate positions, we made

1 her the manager. We had a disaster on our hands,  
2 and all the other employees loved her. It took  
3 quite a while to straighten it out.

4           So I don't envy you, the position that  
5 you're in, but it is one that you'll have to tackle.

6           MS. KROLICK: Good evening, Chairman Dent,  
7 trustees of IVGID. Gail Krolick, 1410 Tirol Drive.

8           This is an absolute shame we're here  
9 today. All of you sitting on this board, and  
10 Trustee Schmitz who is online -- and I understand  
11 why she's online, she saw, as I saw her looking at  
12 the recall outside. Obviously, she's upset, perhaps  
13 she's scared. I don't know. Shake your heads.  
14 Whatever.

15           My point is it's a shame. Here we are --  
16 Chairman Dent, I would appreciate if you would look  
17 at me when I'm speaking and show me the courtesy,  
18 but you won't. You'll continue to do what you do,  
19 and that's ignore to community -- a Friday night at  
20 5:00 P.M., you're hosting a special meeting of  
21 IVGID. And I'm not even asking -- the agenda item  
22 with GM Winquest, it's an emotional topic. I'm not  
23 here to talk about our GM. I'm here to talk about  
24 the votes at this board, this entire -- the majority  
25 of this board has taken the past six months.

1           You're now attacking private property  
2 rights. You go to the Recreation Center where the  
3 value of punch card is now \$91. People aren't happy  
4 with that. If your property's an LLC, you're  
5 automatically put into a separate basket because  
6 there needs to be further review. Why? Not sure  
7 why. The community would like to have answers.

8           We sit here tonight, and we all know what  
9 the outcome's going to be, the majority of this  
10 board will to vote to term or GM out, that's your  
11 decision, but your decisions have consequences.

12           That's why this community is here. That's  
13 why there's an outcry tonight and for the next 90  
14 days. A recall's happening, Chairman Dent, on you,  
15 and also on Trustee Schmitz.

16           And, Trustee Tulloch, with all due  
17 respect, yours is coming too. July 1.

18           I didn't start this recall; people came to  
19 me, people asking, "Gail, what should do we do?"

20           It began with the no vote with Trustee  
21 Schmitz for a \$25-million gift for the Duffield  
22 Foundation. It began then. The outcry began then.

23           But this board choose not to listen again  
24 to this community. Please, maybe this can be turned  
25 around, I don't know, but this time your community

1 is angry. Please listen. Listen to what your  
2 constituents are saying, because right now, it just  
3 shows you guys just really don't give a flying  
4 fluke.

5 Thank you.

6 MR. RITCHIE: Greetings, board. Ryan  
7 Ritchie, PO Box 5425.

8 Again, thank you, as I always say, to each  
9 of you for serving. This is not an easy task for  
10 any of you. I appreciate your efforts.

11 However, it seems that many in the  
12 community are expressing supreme frustration with --  
13 especially three board members, Mr. Tulloch, Chair  
14 Dent, Vice Chair Schmitz, and for good reason, given  
15 lack of transparency about the process of Indra's  
16 resignation. It appears to many that Indra's  
17 employment may be unjustly coming to an end.

18 This seems to be an overly strong reaction  
19 to prior discord between several rancorous community  
20 members, which seems to have spilled over and unduly  
21 influenced several of you as trustees. Shocking  
22 really, but at the same time, not shocking given  
23 your prior unproductive criticism of Indra.

24 It seems that several members of this  
25 board have failed in their duties. Most boards I

1 know shoulder two primary responsibilities: You set  
2 strategic direction, and you hire and fire the GM,  
3 in this case.

4 I won't get to the strategic direction  
5 because we're not really getting there yet either.  
6 The board seems to be failing in that regard so far,  
7 and I'm hopeful that that can change as we have a  
8 couple of new board members.

9 But to the matter at hand, a responsible  
10 board should be excited about a GM hire. A couple  
11 of you inherited Indra, so, perhaps, we will forgive  
12 you for not being excited. Either way, you  
13 inherited his contract. A board's role isn't really  
14 hire and fire, though, is it?

15 A board's secondary responsibility  
16 includes supporting and holding accountable any GM.  
17 Support does not mean simple rah-rah for what Indra  
18 does. I'm not claiming that. It means fundamental  
19 guidance, mentorship, constructive feedback.

20 We heard and we see in notes that, Chair  
21 Dent, you provided a very positive review of Indra  
22 not too long ago.

23 Mr. Tulloch, you too gave support for  
24 Mr. Winquest during your campaign.

25 I'm wondering, have you identified the

1 areas that need improvement for Indra, and have you  
2 established a performance improvement plan? I  
3 haven't heard anything about that, so that's a  
4 failing right there too.

5 I'm also open to the idea Indra, perhaps,  
6 wasn't as receptive as you might have liked. But  
7 that's incumbent on you, each of you, to make sure  
8 that it he is open to your feedback.

9 Given the vitreal we see from both  
10 community members and from trustees, is it any  
11 wonder that Indra, perhaps, didn't trust that any  
12 feedback wouldn't be constructive, objective, and  
13 supportive in this his role?

14 What we see instead is the community  
15 trusted Indra. Yes, in part because is he is in  
16 fact a nice guy. Many of us experienced great  
17 things from Indra over his 20 years of service to  
18 IVGID. He has the support of community, but he  
19 didn't have enough of your support.

20 When we go and flip-flop from a positive  
21 review to summarily dismissing him, that doesn't  
22 seem appropriate without a performance plan. Please  
23 reconsider your options.

24 You three do not have the support in this  
25 community in this regard.

1 MS. COLVIN: I'm Kathy Colvin. I've been  
2 here 40 years. 40. I beat almost of you.

3 When I drove in the very first night, the  
4 only thing I saw was a light in the racket club. I  
5 said, this is not going to work.

6 I'm very disappointed in the way our  
7 general manager is being treated. I think he is an  
8 exception to the rule for this area, and for most of  
9 the people he would deal with that come from other  
10 areas.

11 He is a tremendous, cohesive part of what  
12 this community should be for all of us. He is  
13 someone who can take a sentence and make it a book  
14 to other people. He represents us to Los Angeles,  
15 New York, San Francisco, other places that have  
16 general managers, and his face shines to other  
17 people that want to know about this community.

18 I think the way he is being treated is  
19 absolutely disgusting and absolutely not what this  
20 town represents.

21 I ask you to reconsider and look what he  
22 has done. He has a very happy, cohesive employee  
23 staff. I've checked with several of them, they  
24 really like working under him and like working here  
25 and representing us. Please think about it, and do

1 something that's more positive. He doesn't deserve  
2 what he's been handed.

3 Thank you.

4 MS. SHACKFORD: Kay Shackford, 891 Donna  
5 Drive, 30-year Incline Village resident.

6 My comment is addressed specifically to  
7 Sara Schmitz. I lovingly suggest that should you  
8 vote to authorize the board Chair to execute a  
9 separation agreement with Indra Winqest, your very  
10 next act should be to resign your position as  
11 trustee.

12 It doesn't matter how nice you are or how  
13 friendly you seek to be or how many times you attend  
14 the Conversation Cafe, according to your own  
15 statements, people need to be judged by the results  
16 of their actions and there should be consequences.

17 Those of us who pay attention agree that  
18 Indra knows our community inside out, that he put  
19 together a strong team and leads them well, that he  
20 led IVGID and us through the pandemic, that he  
21 encouraged involvement by wealthier members of  
22 community that have greatly benefited our children,  
23 and that he sought to be wise counsel to the board.

24 And most of us know that he's not been  
25 able to keep the current majority on the board from



1 implementing a series of precipitous disastrous  
2 decisions, some of them irrevocable, which will  
3 forever change the character of our community and  
4 not for the better, though he tried to the point  
5 that the current majority on the board was about to  
6 entertain firing him for insubordination.

7           His sin was seeking to influence the board  
8 toward wise decisions that actually represent the  
9 interests of the community.

10           Your sin, Sara, was personally causing the  
11 first of those precipitous disastrous irrevocable  
12 decisions. You voted no on what needed to be a  
13 unanimous yes vote on a \$26-million extension to the  
14 Rec Center. This, in spite of discussions you had  
15 with Indra, and the days leading up to the vote in  
16 which he explained to you the need for unanimity  
17 whether or not individuals might personally prefer  
18 some changes to the design, you voted no. Your no  
19 vote denied the youth of this community that  
20 extension with all the clubs and activities that  
21 could have had a home there. And you have refused  
22 to accept responsibility for your action and its  
23 consequences.

24           I believe, as you say you do, in  
25 responsibility and integrity. I also believe in

1 reciprocity. So should you vote to authorize the  
2 board chair to execute that separation agreement,  
3 your very next act should be to resign as trustee.  
4 This loving act would keep the board majority from  
5 proceeding with the rest of those precipitous  
6 disastrous actions, would avoid the humiliation of  
7 your being recalled, and might begin to restore your  
8 reputation in the community.

9 Thank you.

10 MR. NOLETT: Chris Nolett, 765 Lakeshore.

11 I'll make two comments tonight. The first  
12 comment is in my role as the chair of the IVGID  
13 audit committee. During the board meeting on June  
14 14th, I heard a number of public comments about our  
15 GM having built the dream leadership team. That may  
16 be the case in several instances, maybe most notably  
17 Diamond Peak, however, as it related to the finance  
18 team, as one resident recently put it late last  
19 year, the accounting and finance side of IVGID is in  
20 shambles.

21 During -- our current director of finance  
22 is suddenly resigning, effective July 3rd.  
23 Therefore, beginning on July 5th, the senior  
24 financial leadership team will consist of one  
25 temporary or new employee with less than a week of

1 experience at IVGID, serving as our acting director  
2 of finance with both the next two senior positions,  
3 controller and revenue manager, both being unfilled.

4           As a matter of fact, and not judgment, one  
5 new temporary leader and two open positions out of  
6 the total of eleven can't possibly constitute a  
7 dream team by anyone's standard.

8           My second remark will be that as a  
9 resident, and it's really for everybody here, all my  
10 friends and neighbors and so on, not so much the  
11 board. In the context of all the vitreal that is  
12 currently swirling around our community, one recent  
13 behavior must be called out. I hope that all of us  
14 can agree that doxing anyone in our village is  
15 unacceptable.

16           On or about Sunday, September 18th, an  
17 employee of IVGID posted on Facebook the home  
18 address of Trustee Schmitz. This post, and at least  
19 one that followed, encouraged people to drive by her  
20 home, honk, be disruptive, and consider driving  
21 through the front yard and their flower beds. I  
22 hope it's an easy consensus for all of us to say  
23 that this is totally unacceptable.

24           Myself and several others, independent of  
25 any input or discussion with Sara Schmitz, discussed

1 this is categorically unacceptable behavior. I've  
2 discussed it with IVGID HR, who has in turn engaged  
3 outside legal counsel to study this matter and  
4 consider what action should be taken against this  
5 employee.

6           Again, not only is this behavior  
7 unacceptable by an IVGID employee, but to make  
8 matters worse, we pay his salary. As an unwarranted  
9 courtesy, I've not disclosed this employee's name in  
10 this public comment tonight, but I may well do so in  
11 the next meeting.

12           I think we all need to take heed of this  
13 event as an indicator that our public discourse has  
14 gone too far, a little over heated, and past any  
15 acceptable boundaries.

16           Thank you.

17           MR. WANG: Good evening. Mike Wang, 72  
18 Golfers Pass, moved here in 1992.

19           There's an old saying, "The proof of the  
20 pudding is in the eating." Let's see how IVGID has  
21 done over the past years. Let's see how the IVGID  
22 team, the board and the staff, has done. And to  
23 make this comparison fair, let's look at the  
24 information, the evidence that you included in the  
25 last four years of the annual comprehensive

1 financial report. That's fair; right? And that was  
2 documented in audit letters produced by independent  
3 auditors.

4           It's important to note that the AFCR is  
5 prepared by IVGID staff and BOT approved. In other  
6 words, the IVGID board approved and endorsed the  
7 AFCR findings.

8           Let's talk about what they found. In the  
9 period 2019 to 2022, the independent auditors  
10 concluded, "Based upon the audit that there was a  
11 reasonable basis for rendering an unmodified or  
12 unqualified opinion that the District's financial  
13 states are fairly representative in conformance with  
14 GAP, generally accepted accounting practices."

15           This is good news. You want a report that  
16 needs no modification or no qualifiers, and you  
17 received those reports for the last four years.

18           So I went further. I went to the last  
19 four years of financial reports, the ones, again,  
20 that you submitted. They are voluminous in detail.  
21 I prepared a chart, which I will not bore you with,  
22 that provides some salient date of summarizing what  
23 the date is showed. But I'll, without belaboring  
24 the point, tell you a few things.

25           Net assets for IVGID went up ever year

1 since 2019, from 153 million to 164 million in 2022.

2 Unrestricted funds increase from 31.8 million to  
3 45.44 million.

4 In other words, year over year, the amount  
5 of unrestricted funds that can be used to meet  
6 obligations increased. IVGID was in better shape  
7 year over year.

8 The general fund balance increased year  
9 over year. Even better, IVGID retired more debt,  
10 retiring \$860,000 of debt -- and don't shake your  
11 head, that's in the audit -- in 2019, and increased  
12 the retirement to 930,000 in 2022. These are on  
13 your website. They are extracted directly from your  
14 audit reports, and not even the reports that  
15 IVGID -- not even the text that IVGID staff reports,  
16 but actually the audit reports themselves. These  
17 are audited numbers by impartial and reputable CPAs.

18 MR. KATZ: Good evening. Aaron Katz, PO  
19 Box 3022. I have several written statements I  
20 request be attached to the minutes of the meeting.  
21 I've given them to Trustee Tonking.

22 I'm confused what all of this talk is  
23 about today in support of Indra. The reason I'm  
24 confused is because Indra sent out a special  
25 announcement on June 19th. It was a press release

1 where he told us he had decided to separate from the  
2 District because it was the right decision for he  
3 and his family. Not that he was being forced out.  
4 Not that he was being terminated. I believed what  
5 Indra said. Now I'm wondering was that the truth.

6           It would be one thing if Indra wanted to  
7 separate and do what's best for his family and  
8 himself, and I would respect that.

9           But once the board packet came out, we  
10 learned the truth. And the truth comes with  
11 strings. And there's \$300,000 or more in the next  
12 year of strings, and that's where I draw the line.  
13 You're either going to separate for the reasons you  
14 stated or you want to extort \$300,000 out of us.  
15 And I ask you not to give him the \$300,000.

16           Moreover, Indra has requested that any  
17 disparaging evaluations not be shared with the  
18 public. That means he wants us to hide those  
19 evaluations, the truth that the public wants. I'm  
20 against that.

21           Indra is requesting, furthermore, that he  
22 keep the door open to his rehiring in a scant  
23 18 months. Well, surprise. If I add 18 months, it  
24 turns out there may be a new board. Well, there  
25 will be a new board and new members, maybe, and they

1 may be more inclined to the views of some who have  
2 spoken before me than what we have today.

3 All in all, this is no way, it's a stupid  
4 decision, vote against it, please. I'm asking you  
5 board members to hold your ground, do not be  
6 bullied, vote what's right, whatever you think is  
7 right, and not be fearful of this pending recall of  
8 Trustees Dent and Schmitz.

9 Now, if you're going to cave to the  
10 recall, then I've got a problem with that. I hope  
11 that doesn't happen. But I'm inclined to sign the  
12 petition for your recall, Trustee Schmitz and  
13 Trustee Dent. I don't want to do it, but I will do  
14 it if that's what you vote.

15 So, Mr. whiner Riner, where are you?

16 Thank you.

17 MR. WELCO: Good afternoon, everybody.

18 I was blessed with the opportunity to  
19 spend the first 21 years of my life in this  
20 community at 560 Dale Drive, and as long as I can  
21 remember, I've known Indra. When I think of a good  
22 leader, first and foremost, I think of somebody that  
23 should be a man of the people. And to me, ever  
24 since I can remember, Indra has been the foremost  
25 example of that in my life.



1           Every time going through rec league as a  
2 kid playing basketball to him coaching me when I was  
3 in middle school to just being around the Rec Center  
4 and seeing him every single day being cheerful,  
5 being happy, inspiring the community, and driving us  
6 together. And you can see that, as a good leader,  
7 he unified us because everybody who has come out  
8 here tonight and spoken on his behalf, he brought  
9 all those people together, and you can see the  
10 displacement of him has caused this extreme  
11 division.

12           I am not very well educated on the current  
13 political situation, but I can speak to Indra as a  
14 leader and somebody kids in this town can look up  
15 to, as one of those kids who grew up looking up to  
16 him, and I can say that recalling him as GM would be  
17 an extreme, extreme mistake.

18           Thank you.

19           MR. LARSEN: Thank you and good evening.  
20 My name is Peter Larsen. My mother was the  
21 Mr. Larsen that came before me.

22           Please excuse me, I don't have prepared  
23 remarks today. Just like Mr. Welco who spoke before  
24 me, I am 24 years old, I've lived in this town my  
25 whole life, and Indra was of my coaches growing up.

1 I can't speak to the current politics of  
2 the situation, but what I can speak to is his  
3 character. This man has been a positive role model  
4 in my life growing up and many of my friends growing  
5 up. The impact he's had on scouting, this community  
6 as a whole, I think speaks for itself.

7 I'm happy to come here and just go to bat  
8 for a man of character, and I think everyone behind  
9 me is in the same place. I am a math teacher. I  
10 don't think it takes a math teacher to see that the  
11 people here who support him far outweigh those that  
12 don't.

13 I'm coming here just to go to bat for  
14 Indra because he's done it for me, he's done it for  
15 this community, and I know he would do it again.

16 Thank you.

17 MR. PARIS: Appreciate the opportunity to  
18 come before you and speak. I was here nine days  
19 ago, and I guess the biggest thing I have to tell  
20 you is three points.

21 One, I'm just incredibly disappointed that  
22 you haven't chosen to listen to the community. You  
23 were elected to do just that.

24 I heard several people this evening speak,  
25 and I want to key in on a couple words. I heard the

1 word "trust," you've definitely lost the trust of  
2 this community. I've heard the word "process," and  
3 I'm extremely disappointed in the process that  
4 you've allowed to take care of.

5 I mentioned last Wednesday when I was here  
6 that I worked for the two previous trustees before  
7 Indra. Both of those guys left. They left under  
8 some interesting circumstances. It did not divide  
9 this community anywhere near this, and I call you  
10 out for that. The way that you've handled this is  
11 just not right. You could have done a lot better.

12 And the third point that I would bring up  
13 before I exit this hot seat is that I would ask each  
14 one of you, including Sara behind the screen, when  
15 you get up tomorrow morning and brush your teeth and  
16 you look in the mirror, just do a real gut check.  
17 If you're going to appoint Mike, Mike is a great  
18 man. Mike has done an excellent job at Diamond  
19 Peak. I worked with Mike years ago. You could  
20 absolutely do a lot worse, but I'm asking you to do  
21 a gut check because if you treat Mike the same way  
22 you treated Indra as a whole, if I were you I would  
23 just be embarrassed. The process that he's gone  
24 through is just debilitating to this community.

25 Mike does a great job up at Diamond Peak,

1 it's one of our better revenue-producing venues that  
2 we have. Let him do what he's good at doing.

3           You haven't announced whether or not  
4 you're going to go to a search, whether you have  
5 somebody in your back pocket that you're just going  
6 to appoint. That's the transparency thing that you  
7 all campaigned on that's been absolutely neglected  
8 in this whole process.

9           So whatever you're going to do going into  
10 the future, do a gut check and choose the right  
11 person. And once you choose the right person, you  
12 need to treat them with respect, which you haven't  
13 done.

14           Those of you that are doing backdoor  
15 deals, using your own personal email to conduct what  
16 you consider to be IVGID business, phone calls  
17 amongst yourselves, that's not right, folks. There  
18 are laws that prevent that.

19           There's a reason why you're elected to be  
20 a trustee and work at the board level, up here, and  
21 set policy. When you get into the weeds, and you  
22 try to direct staff out there in the field, Sara,  
23 that's wrong. It's not only wrong, it's illegal.

24           I'll end this with my last 25 seconds with  
25 I'm very proud and honored to put my name on the

1 recall ballot. Sorry, Frank, I'll admit who I am,  
2 and you can use my name however you want to. I'll  
3 stand up for my address, my address is 1320 Tirol  
4 Drive. You want to drive in my front yard, please  
5 be my guest. You better have a pretty high truck to  
6 get over the brick wall that's in front.

7 But anyway, I'm putting my name on it, and  
8 I think it's the right thing to do.

9 MR. LeFRANCOIS: Michael LeFrancois, 862  
10 Southwood.

11 I wanted to share my experiences living  
12 and working for IVGID -- living here and working for  
13 IVGID. When I started here, for a long time IVGID  
14 HR's pitch was live, work, play, and that was me. I  
15 spent a lot of time in the beach, in the water. I  
16 was looking to achieving a full ten years with  
17 IVGID, and I fell short of that. But I was really  
18 striving for it, especially because for a period of  
19 that time, I did not live in the District, and  
20 having access to the beach, for me, was huge.

21 It was time to move on. The people above  
22 me all fell victims to the stresses of the board and  
23 that beared on me quite a bit when I decided to  
24 leave. I feel, especially for employees, that have  
25 retroactively lost their beach access.

1           When I first started at IVGID, I was  
2 heavily involved with the effluent pipeline project,  
3 myself and others, and the IVGID engineering  
4 department had solid training in underground  
5 utilities, trenches, pipeline design.

6           It became clear to me towards the end of  
7 my tenure that the board had little trust in their  
8 own staff, in their own staff's expertise, and is  
9 totally disrespectful to your authority on technical  
10 matters. This began a revolving door. I had four  
11 managers in two years.

12           I've seen this disrespect persist  
13 throughout other district projects, and it's  
14 concerning that certain board members can't trust  
15 their own talented staff in this pattern that's gone  
16 on for at least five years that I've seen.

17           I'm concerned that replacing staff is not  
18 the solution, and that the board just needs to  
19 adjust expectations. Driving away your employees en  
20 masse is ludicrous.

21           I'm a supporter of GM Winqest. Aside  
22 from all of his accolades, he is here now and a  
23 value to the District. I hope he's still here. I  
24 know he is in Mexico.

25           I don't follow the logic to let him go.

1 As an example, from my observations over the years,  
2 it seems like a petty argument starts over \$4,000,  
3 that turns into a \$40,000 audit, that now is going  
4 to be -- what could be a \$400,000 ticket to fix  
5 this. It doesn't make any sense.

6 I'm not an accountant and I trust staff to  
7 do their jobs. I know you all as board members  
8 likely have your heart in this, and I should trust  
9 you to make sound decisions. We should think we  
10 need to do better. We should think more in terms  
11 of -- less in terms of who's right and who's wrong,  
12 and that we're just different.

13 So, thank you for my comments tonight, and  
14 I think we can do better.

15 MS. MILLER: Good evening, Trustees.

16 I really feel you're in a very, very  
17 difficult position. And I think a large part of  
18 that stems from the process that's dictated by the  
19 State of Nevada, that you have to have reviews in a  
20 public meeting. How one does that is just beyond  
21 me, and I understand the public wants to know, what  
22 is it? What was in those reviews that Indra  
23 apparently doesn't want to be made public?

24 And it seems to me that is the driving  
25 force for this, but, as trustees, this is your one

1 employee. You have the right to let that employee  
2 know where your evaluation is. I think a lot of  
3 effort went into to try and make it a less  
4 subjective evaluation, but we won't be able to see  
5 that. It's likely we won't. Perhaps we will.

6 But it's just very unfortunate that this  
7 type of review is mandated by the State.

8 The other thing I wanted to mention is  
9 there have been a lot of comments where people talk  
10 about Indra's likability, and I think he would be an  
11 absolutely wonderful public relations manager, but I  
12 know the reviews are based on much more than that.

13 Mr. Wong came and spoke about the  
14 financials, but what I think he may not have taken  
15 into consideration, the reason our net position has  
16 increased so much, is because the last few years  
17 we've had this mandate from the prior board to  
18 charge a rec fee, even though we didn't necessarily  
19 have the expenses. And besides that, we had  
20 budgeted projects in the millions of dollars that  
21 were never executed, as you're well aware.

22 So, yes, our net position increased, but  
23 only because millions of dollars were extracted from  
24 the property owners unnecessarily.

25 I do think there's been a lot of progress



1 in that, and I don't think this board is getting  
2 proper recognition for doing that; instead they're  
3 being criticized.

4           The other thing I wanted to mention, yes,  
5 the financials are in disarray, as your own audit  
6 committee member has pointed out, and people who  
7 don't come to these meetings, don't look through  
8 board packets and see the detail and understand  
9 what's happening, all they see is the good, which  
10 there's a lot of, but they don't see the negatives.  
11 And here they are making a lot of noise over things  
12 they don't understand.

13           Thank you.

14           MR. WATSON: Hi. My name's Rob Watson, I  
15 live on 361 County Club Drive.

16           I'm here because I do understand things  
17 that affect my property value, and the decision not  
18 to take \$26 million and improve our District was a  
19 really stupid decision.

20           You know, I also have heard that Indra's  
21 review isn't even complete. I would like to say  
22 there's probably 150 people outside that have a  
23 review for the trustees that are on the recall  
24 initiative, and I plan to support that.

25           The turmoil in this town is unbelievable.

1 And, yes, shame on me, I've only been here  
2 five years and maybe I didn't pay attention to the  
3 politics. But to hear that there's potentially  
4 backdoor deals, emails using personal emails, texts  
5 amongst three trustees, you know, I don't know if  
6 that's true or not, but if it is, it's a total  
7 violation and it's very unethical.

8           It's disturbing that the actions of this  
9 board have caused so much unrest in our community.  
10 I've been up in this area of 25 years; I haven't  
11 lived here that long, I was down in Carson City and  
12 ran a business there. I knew how to take care of my  
13 employees, and it sounds like we have a problem with  
14 taking care of our employees here.

15           What I've heard is that we've got four  
16 times the vacancy rate, we don't have a controller  
17 position that we haven't been able to fill, we have  
18 a CFO that's leaving, and now we want to  
19 terminate -- and that's right, terminate -- the GM.  
20 And I've heard there's other senior leaders in this  
21 community, employees that are on the docket next. I  
22 hope that's not the case, but I have seen evidence  
23 of micromanaging at this board level.

24           I'm on numerous boards, and I've run  
25 businesses. You got to let your employees do their

1 thing where you put them in and give them corrective  
2 action. I don't know if there's ever been a  
3 corrective action filed with Indra. I've net met  
4 him, but I've heard a lot of good things about him.

5 I just hope that you'll rethink the  
6 direction that you're trying to take this community,  
7 because it's really upsetting a majority of  
8 community.

9 Thank you very much.

10 MR. PLASTIRAS: Good afternoon. My name  
11 is Chris Plastiras, I've been here 44 years. I live  
12 at 823 Freels. I have cameras, so feel free to do  
13 what you want.

14 I own Lakeshore Realty. Yes, I'm a  
15 realtor. I'm not speaking on behalf of the  
16 realtors. I served for 12 years with the North Lake  
17 Tahoe Fire Protection District. I served on their  
18 board. And first of all, I would like to thank you  
19 for being here, even if I don't agree with three of  
20 you, you have given the time and the effort and the  
21 commitment. But I want to share a few things  
22 because so many eloquent speakers have addressed the  
23 matters that I wanted to bring up. And here's what  
24 I am going to suggest:

25 First of all, when I took the job, I went

1 around and I met the core of the Fire Department. I  
2 met the employees. I met them one-on-one, and I  
3 said, "How can we make this a better fire district?"

4 And the first one I met say, "You know  
5 what we need? We need advanced life support on the  
6 engines."

7 I said, "What's that going to cost?"

8 And they said, "Check, but it's a five  
9 percent pay increase and that means when somebody  
10 has a heart attack, we're ready for them."

11 And then the next person I talked to said,  
12 "You know what we need? We need better water  
13 rescue."

14 As a matter of fact, we were at a board  
15 meeting very similar to this, and one of my very  
16 close friends, I listened to him drown because we  
17 didn't have the proper equipment. Well, we fixed  
18 that.

19 What I'm trying to tell you, look,  
20 everybody's got a point, and even though I don't  
21 agree with everybody, you have to make some serious  
22 changes. You lost an incredibly valuable employee.

23 The employees that I speak to at IVGID,  
24 they are disheartened, they're feeling that they're  
25 not wanted, that they're not appreciated, and

1 they're going to be leaving by droves. We have a  
2 real problem here, and this need to be addressed.

3           The next thing I'm going to suggest to  
4 you, please, if you have meeting, don't be afraid,  
5 have it in a venue where everybody could sit and  
6 listen, because we might learn something.

7           And finally, I would like to say that I  
8 don't know how you're going to fix this because I do  
9 know one thing about this town, they are passionate,  
10 and they don't forget. So I'm afraid we're going to  
11 lose three of you, and maybe we could have saved you  
12 and maybe you could have done a better job for us  
13 learning from this tragic event.

14           I thank you for your time.

15           MS. KNAAK: Hi. Yolanda Knaak, Martis  
16 Peak Drive, Incline Village.

17           First of all, I want to say that recalls  
18 are rarely successful. The only one I've ever seen  
19 successful was when Governor Gray Davis was  
20 recalled, and Arnold Schwarzenegger, who was very  
21 popular as an actor was on the ballot to replace  
22 him. Also, recalls are very expensive, and it also  
23 means holding another election.

24           Please keep in mind that Dent and Schmitz  
25 will be up for reelection next year. So my

1 recommendation is actually a no on the recall.

2           As far as Indra Winqest, I really like  
3 him, plus I think he has potential. Although, there  
4 has been unfortunate issues come up, like the golf  
5 course snack bar losing a lot of money for the last  
6 two summers, and that money was, of course, supposed  
7 to balance out the losses of the golf course.

8           I don't know -- because it hasn't been  
9 made public, I don't know other information in the  
10 complaints about Indra. It's sad that there was no  
11 one on the board and no consultant brought in to  
12 really help him excel to his full potential. And,  
13 of course, if it's not too late, I'm always hoping  
14 that -- or I am hoping that could be rectified.

15           Last year, a consultant was brought in to  
16 help with his evaluation, but somehow it ended up  
17 being a slam Schmitz event, and Indra did not get  
18 any help from that.

19           So in the next election, please be careful  
20 how you vote. Thank you.

21           MS. JOHNSON: Good evening, trustees.  
22 Sara Johnson, 785 Mays Boulevard.

23           I appreciate the opportunity to speak with  
24 you today. I'm a full-time resident and property  
25 owner in Incline Village. Our family, including my

1 three school-aged daughters, all take advantage of  
2 what IVGID has to offer: Swim lessons at the Rec  
3 Center, skiing at Diamond Peak, summer camps, and  
4 more. We love being part of this community.

5 I watched the June 14th board meeting live  
6 stream last week, as I often do, after getting home  
7 from work and after school activities, having dinner  
8 with my family, and getting my children to bed.  
9 Many of us full-time residents are not able to  
10 attend the board meetings due to work and family  
11 commitments, but we are watching and we are  
12 listening.

13 Today's agenda contemplates executing a  
14 separation agreement with our general manager.  
15 There are many people here tonight to speak on  
16 behalf Mr. Winquest's character. I would like to  
17 speak on behalf of his performance, as reviewed by  
18 you, the Board of Trustees.

19 Indra was promoted to general manager in  
20 July on 2020. His first evaluation as general  
21 manager was September of 2021. He was rated as  
22 meeting or exceeding the summary core competencies  
23 by all trustees, including Trustees Tim Callicrate,  
24 Matthew Dent, Michaela Tonking, Kendra Wong, and  
25 Sara Schmitz.

1 His second evaluation as general manager  
2 occurred on June of 2022. The format of the  
3 evaluation changed, but Mr. Winquest was scored as  
4 outstanding by three of the five trustees,  
5 Callicrate, Tonking, Wong, satisfactory by Matthew  
6 Dent, and needs improvement by Trustee Schmitz.

7 The published performance evaluation  
8 demonstrates the general manager's success in  
9 meeting or exceeding the board's expectations, even  
10 while managing through a global pandemic and  
11 unprecedented staff turnover at the District.

12 Over the past three years, there has been  
13 approximately 25-percent turnover in IVGID staff,  
14 including critical senior positions, such as  
15 director of finance, director of public works,  
16 director of human resources, and many more.

17 General Winquest is one of the few  
18 remaining staff at IVGID with over 20 years of  
19 experience and institutional knowledge. That  
20 knowledge is critical to the successful management  
21 of IVGID's recreational -- excuse me -- essential  
22 services to provide clean water for drinking and  
23 fire protection, the collection and treatment of  
24 sewage, and the recreational services that form the  
25 bedrock of our community.



1 In summary, you are contemplating  
2 separation with a general manager who has tremendous  
3 community support and has met or exceeded the  
4 performance evaluation expectations of all but one  
5 trustee, Sara Schmitz.

6 You are considering a decision on behalf  
7 of our community that will cost the District rate  
8 payers more than \$260,000. I consider that  
9 financially irresponsible. I consider the lack of  
10 due process for performance improvements unwise.

11 I respectfully request that you fulfill  
12 your performance responsibility as trustees and  
13 scheduled and conduct the general manager's  
14 performance review as soon as possible.

15 MS. ALBER: Good evening, trustees.  
16 Dr. Mary Alber. I live on Allison Drive.

17 I am a nearly 20-year resident, raised two  
18 kids through the system, and I have, for probably  
19 12 years, been actively working to help the  
20 education system in Incline rise to be excellent and  
21 attract lots and lots of new residents and families.

22 Right now, we're facing a problem, which  
23 is declining enrollment in our public schools,  
24 causing the District to tell us that we must close  
25 the middle school. And one of the summary

1 conclusions I find is that we are failing as a  
2 community to attract families and keep families here  
3 and make our community state of art for everyone,  
4 including youth, parents, business owners, and  
5 seniors. We are failing, I would say, as a thriving  
6 community.

7           And when we came here 20 years ago, my  
8 husband and I thought, what a dream, heaven on earth  
9 to live in Incline Village. But with the years of  
10 disfunction in IVGID, with the infighting, the  
11 vitreal, the ability to not even want to come to  
12 meetings anymore, we wonder if we made the right  
13 decision.

14           And I am so grateful for Michaela Tonking  
15 and others who have stepped up to lead this  
16 community in the right direction. I am, with a  
17 heavy heart, saying that I believe we are going in  
18 the wrong direction by this specific decision about  
19 surprise pulling of the contract for our GM, as well  
20 as failing to accept a major donation to improve our  
21 community for our students at the Rec Center, and  
22 now, we are at risk of not having a middle school.

23           So with my short remaining time, I want to  
24 suggest -- I hate being in a position of taking  
25 sides, because I'm a bridge builder, and I would

1 like to offer that we recover from this incident in  
2 a way that we work together to create an innovative  
3 center for thriving, for innovation, for education,  
4 for work, play, create together, and that the IVGID  
5 board becomes active in the role of bridge building,  
6 rather than creating and supporting the divisiveness  
7 that has been becoming more and more a problem in  
8 this community.

9           So, thank you for listening. Please do  
10 the right thing.

11           MR. ZOOK: Good evening. Dwight Zook  
12 (phonetic), 978 Fairway View Court.

13           I'm only a three-year resident here at  
14 Incline Village, so I'm wondering, is it always  
15 called the IVSO, the Incline Village soap opera?  
16 It's interesting that we're gathered here post-week  
17 from a meeting. It's ultimately -- most of -- a lot  
18 of the citizens are down on the beach and it's happy  
19 hour right now. Why are we here on a Friday night  
20 on a weekend? Really very odd. Is there something  
21 to hide? Do you want to minimize the crowd? At  
22 least I don't see the police officers out there, the  
23 sheriff out there this week.

24           It's fishy and it's revealed as  
25 underhanded and deemed as shenanigans.

1 First of all, I've never met Mr. Winquest,  
2 so I don't know how nice he is. So, let's see,  
3 collectively, the five of you, sitting here, had  
4 served for elected periods of a total of 16.5 years,  
5 with Mr. Dent leading at a total of seven and a  
6 half, altogether, that is.

7 And you're presiding over an individual  
8 who has served Incline Village for over 20 years,  
9 with four of those years being as a general manager,  
10 three of them after he was appointed in 2020, one  
11 year prior to that. So, it's just very odd that you  
12 guys come in here and he's the problem, and he's  
13 been serving this community longer than any of you.

14 And I understand you're on an audit  
15 committee, Mr. Tulloch, but that's not in a leading  
16 position.

17 In recent weeks, I've heard from two prior  
18 trustees that they were very supportive of  
19 Mr. Winquest, and one of them actually stated -- and  
20 he served longer and it wasn't Mr. Callicrate --  
21 that Mr. Winquest has been treated fairly poorly.  
22 In fact, he's being screwed. Those were his exact  
23 words, "He's being screwed by the current Board of  
24 Trustees."

25 Some of you have interesting backgrounds

1 and qualifications for trustee duties. If any of  
2 you have ever served in fortune 10, 15, 100, or even  
3 200 companies, you would appreciate the ethical  
4 protocols when dealing with an individual's  
5 livelihood as well as their employment termination.  
6 Aside from blatantly and deliberately breaking  
7 established goals, corporate rules, or HR rules,  
8 such as embezzlement or sexual harassment or  
9 competitive commingling, most employment law  
10 supports a series of notices, warnings,  
11 restrictions, or some other probation for  
12 performance shortcomings. Not meeting your  
13 objectives and your goals is usually handled over  
14 increased training, more observation, and meetings  
15 quarterly.

16 I do have more to say, and I know I'm  
17 running out of time here. But the guy's got one  
18 year left, you're going to spend \$250,000 on his  
19 salary and whatever you're paying somebody else.  
20 Have you even started a search yet?

21 MR. SINK: Hi. Phillip Sink, 1499 Tirol.

22 I'm not here to talk about Indra. I've  
23 never met Indra. I don't really have an opinion on  
24 Indra.

25 I'm here to talk about all of us, the body

1 politic of Incline Village, and all of you. You're  
2 supposed to be a representative government. The  
3 vast majority of public comment I've heard, the vast  
4 majority of people around town, support our current  
5 general manager. There is a relatively small  
6 majority, who is hostile to most interests of the  
7 town, that is in favor of a change in management.  
8 You might think it's the right thing, but you need  
9 to consider who you're representing.

10 IVGID is not perfect, therefore, Indra's  
11 is not perfect. There's a lot to do. I agree that  
12 the financial books are a mess, they are a problem.

13 But the citizens of this town see good  
14 value from the venues and from IVGID and from our  
15 staff relative to the property taxes and the fees  
16 that we pay. The package works. We're community  
17 minded. I love Diamond Peak. I love the Burnt  
18 Cedar pool. I don't play golf. I think it's very  
19 silly game, but I don't begrudge supporting the golf  
20 course. I don't have an issue with it, and most  
21 people don't here either.

22 So, you're not listening to us. So let's  
23 talk about who you are listening to. You're  
24 listening to Mr. Dobler. He's a very smart guy. On  
25 his bio, he states he spent a lot of years in

1 distress debt investing. Distress debt investing is  
2 a form of vulture capitalism. In nature, vultures  
3 are a useful thing. In capitalism, vulture  
4 capitalists are a useful thing. They take a dead  
5 thing and they strip the pieces of value off of it,  
6 and they leave the skeleton.

7 I am a lifelong management consultant,  
8 it's what I do, I can't stop fixing and consulting.  
9 It drives my wife crazy at Thanksgiving because I  
10 consult on making a turkey.

11 Lifelong vulture capitalists can't stop  
12 killing things and stripping them for parts. That  
13 is what they do. None of us can ever change our  
14 stripes. Is IVGID something you want dead and  
15 stripped for parts? Because that's the agenda  
16 you're supporting.

17 Then we can talk about Mr. Katz, a  
18 convicted felon, a vexatious litigant, not my term,  
19 it was in the judgment. It's a longtime consensus  
20 that convicted felons have lost the right to  
21 participate in civic society. It just is. We hear  
22 complaints from him that IVGID employees and the  
23 general manager don't pick up the phone and respond  
24 to his demands. I suggest for the employees and for  
25 you that when a felon that wants to draw you into a

1 lawsuit calls on the phone, hang up. Don't talk to  
2 him.

3           Now, let's talk about the board.  
4 Chairman Dent, you're responsible for these meetings  
5 and the conduct of the trustees. Like I said, I'm a  
6 lifelong consultant, I work with boards and CEOs  
7 everywhere. I have never seen an effective  
8 organization where the board of directors sits at a  
9 table and has the CEO sit in staff chairs to be  
10 called up like a school kid when you want to talk to  
11 him. You know who does that? The Port Authority of  
12 New York and New Jersey, which is among the wasteful  
13 and corrupt organizations I have ever seen. Don't  
14 be like them, please.

15           Thanks.

16           MS. MURRAY: Leslie Murray, Fairway View  
17 Court, Incline Village.

18           My goal today is to attempt to change and  
19 enlighten the board on positive ways to interact and  
20 be a champion for the staff that works for Incline  
21 Village.

22           In my opinion, you are not their bosses.  
23 While you probably are the boss of the GM, you are  
24 not the boss of staff. Staff has supervisors and  
25 managers, whom I assume have trained the staffers,



1 told them what their job responsibilities are, et  
2 cetera. In my opinion, I would hope that you would  
3 not break that chain of command, and when you need  
4 assistance go through the proper channels.

5 For over two years, I have heard that  
6 certain board members treat staff poorly, which is  
7 not your role, not your job, and certainly isn't  
8 necessary.

9 You should be empowering staff to do their  
10 best. You should be encouraging and working with  
11 them, and together you will see better results.

12 I read the approved board minutes from  
13 last year where Sara had been completely out of line  
14 with an employee. First, it's not her job to sit in  
15 a hostess booth and observe an employee. And when  
16 the employee had to tell a family they could not  
17 enter the beach property, she was correct. But then  
18 a wonderful and gracious resident offered to sponsor  
19 them into the beach. They had a Picture Pass card.  
20 What a great and wonderful kindness that that would  
21 do that for this family or four. A wonderful,  
22 wonderful gesture.

23 And Sara's unprofessional outburst was  
24 wrong. Why do you care that they really didn't know  
25 each other? Your hissy fit in yelling at the

1 employee in front of everyone is not something she  
2 should be proud of. The employee was correct that  
3 she could now allow entry to this young family.

4 This is an example of acting ugly. You  
5 need to reconsider, Sara, how you can become a  
6 positive and not negative person who prefers to say  
7 no first.

8 I'd like to talk about the beach passes.  
9 The board had three choices: Leave it alone -- you  
10 didn't -- or as you did, ban employee's beach usage,  
11 or you could have had an attorney -- hello -- write  
12 up something that would have an amendment to squash  
13 the made-up, unfounded fears of lawsuits.

14 You all chose the easy way out, and at the  
15 same time, made sure that you further alienated  
16 staff. Do better. Be kind. Be on the employee's  
17 side. Be part of the team. You will get better  
18 results, you all know that from business, because  
19 they just might want to go the extra mile for you.  
20 Continue as you do and nothing good will come of it.

21 And, lastly, Mr. Dent, I sent you an email  
22 over a week ago, specifically requested a reply, and  
23 you have never even said no, yes, or anything.

24 MS. TONKING: Excuse my dirty face. I had  
25 to jet here straight from work. And let me say,

1 there's no place I'd rather be on a Friday night.

2 Questionable meeting time and still, look at the  
3 turnout.

4 I was born in raised here in town, and I  
5 am an ex-employee of the District. I ended as a  
6 supervisor in the Parks and Recreation Department.

7 I think I told you well enough last week  
8 why separating with Indra is a terrible decision for  
9 our community. For you all not to recognize that he  
10 is an invaluable asset to this district and to force  
11 him out, which is what is happening, is beyond me.  
12 But, perhaps, some of you sitting up there, or not,  
13 might know what it feels like to be forced out soon  
14 enough.

15 To see this board acting out the will of a  
16 small minority in town rather than the greater  
17 community is a shame. This board is meant to lead  
18 the District.

19 I want to stay tonight that I stand  
20 wholeheartedly behind Indra and behind the IVGID  
21 staff. They are and have been the true leaders of  
22 this District, not you. And it is about time you  
23 figure that out and make the needed changes.

24 Tonight is an incredibly sad night. I'm  
25 lucky, because as my friend in mentor, I'll still

1 get to have Indra's presence in my life. To this  
2 community that raised me, I'm absolutely devastated  
3 that most of you are going to miss out on the impact  
4 that this man can have.

5 To Indra, thank you for your 20 years of  
6 service. You truly deserve a round of applause. We  
7 as a community appreciate you. We are so proud of  
8 you, and if so decided, we will greatly miss you.

9 Thank you.

10 MR. DALTON: My name is Jack Dalton, I  
11 live here in Incline for ten years now, almost,  
12 since I retired as a physician. But I'm Jack Dalton  
13 here, not a doctor anymore, I'm retired.

14 What is interesting here is that the  
15 people -- this is about the third or fourth time  
16 where people show up. I have never seen before --  
17 I'd say when we were at the Chateau, I was probably  
18 at 50 percent -- I mean, I was probably at  
19 75 percent since '17. Since I've been here,  
20 probably about half, and I've complained to the --  
21 for the last couple of years that we should be at  
22 the Chateau. For those who ask why we're here, this  
23 is the third meeting that we've had that's here, and  
24 we have -- there's a wedding tonight. Why it's on  
25 Friday night, I don't know.

1           And then the other is thing Sara has some  
2 medical issues with her surgery, that hasn't come  
3 out either.

4           Now the next thing is, not only we haven't  
5 seen people here, I've talked to a lot of people,  
6 and what is amazing to me, how little they know.

7           And these people here, we're not running a  
8 popularity contest; we're running a competency  
9 contest, and that's not what we've seen. I think  
10 the easiest thing to do is to look at the effluent  
11 pipeline.

12           Now, they -- the previous head of the  
13 board said -- and he was apparently the person  
14 talking -- "I didn't know it was going to be  
15 \$73 million."

16           In '17, it was 17. Then there's a lot of  
17 mismanagement here financially, I'm not saying  
18 personally, I'm saying financially. We need to  
19 clean it up.

20           And thank you for the audit committee,  
21 which is headed up by an experienced person, which a  
22 previous trustee said, "What do we need an audit  
23 committee for? They don't serve any purpose."

24           Well, that's not true. Even the miracle  
25 or the oracle of Omaha was saying we have -- that's

1 Buffett, he happens to be from Nebraska, where I'm  
2 from, and New York, but this kind of audit  
3 committees that we used to have doesn't measure up.

4           So, I appreciate what the board is doing.  
5 I totally support it. We're not running a  
6 popularity contest, we're running a competency, and  
7 hopefully we'll have it.

8           MR. MILLER: Appreciate your time.  
9 Charlie Miller, Incline resident, ten years.

10           Last week or couple of weeks ago, I came,  
11 and I prepared a statement. Tonight, I'm just going  
12 to ad lib, for what it's worth.

13           Mr. Dalton, appreciate your comments  
14 because I didn't know where I was going. I want to  
15 tell you that not all of us are at a position to  
16 come here every two weeks and be able to digest all  
17 this. We have kids, we have jobs, we have other  
18 activities that we need to be.

19           So just because we're not here, every  
20 meeting, screaming at people here doesn't mean we  
21 don't care. Because we elect our officials --  
22 apparently we went wrong last time -- to represent  
23 us. Right? And we made a big problem this last  
24 time.

25           And I'm talking to you, Ray --

1 Mr. Tulloch, Mr. Dent, Ms. Schmitz, major mistakes,  
2 and hopefully that's reversed. I'm disappointed in  
3 you guys.

4           Indra has come so far in his career with  
5 the District. And I challenged him when he first  
6 took on the GM job, and he has stepped up. He knows  
7 the budget, upside down. He pushes back when he  
8 needs to. He's the right man for the job.

9           And it concerns me that you want to remove  
10 him, you want to put Mr. Bandelin in the position,  
11 and I have great respect for Mr. Bandelin, but I  
12 have great respect in his position, not as a general  
13 manager. So I feel like you have an ulterior motive  
14 and a different plan of where you want to go, and I  
15 don't know what it is. And I hope I don't have to  
16 find out.

17           We're pushing out someone who has worked  
18 hard here, for 20 years, has the District's best  
19 plan, and he's committed to it. You guys insult him  
20 biweekly. It's ridiculous.

21           You complain that we have too much money.  
22 That we -- so we should be improving things. Right?  
23 Let's do the beach house, let's do the effluent  
24 line. The effluent line was cutting edge. The  
25 reason it hasn't gotten done is because the

1 engineers left because they were getting brutalized  
2 by this board and the people.

3 Yes, Mr. Tulloch. Fair enough. Fair  
4 enough. Yeah.

5 CHAIR DENT: You can have an extra  
6 ten seconds.

7 MR. MILLER: I see the clock. Thanks. I  
8 appreciate you investing in the clock. This is  
9 ridiculous. Keep Indra.

10 Thank you.

11 MR. LYON: Jim Lyon, 3rd Creek.

12 I've had 44 years experience as a leader  
13 and manager, as an officer in the Army, and 24 years  
14 in the defense industry, including management  
15 training. One of the hardest tasks I've ever had to  
16 do myself was firing a very wonderful person,  
17 subordinate, and several of the managers themselves.  
18 But because they failed in their management roles,  
19 it was more important -- which was more important,  
20 it was necessary take that kind of action.

21 This town, this district should not be  
22 used as an OGT program for its general manager. As  
23 wonderful a person and leader as Indra Winquest is,  
24 and I agree he is, I have witnessed and attended  
25 numerous Board of Trustee meetings where the general



1 manager was directed by the board to provide it with  
2 specific reports, information, all different types  
3 of financial or operations management, and  
4 information in subsequent meetings, and it was not  
5 provided.

6           It is obvious to me that a large number of  
7 the speaking residents here tonight and other  
8 meetings are either ignorant or chose to ignore  
9 these repeated shortfalls, which have been  
10 documented in the GM's performance reviews in the  
11 past. And I'm confident it would have been in this  
12 year's review.

13           There is also an ignorance of the review  
14 and approval process that the board does with the  
15 general manager as far as improvement or goals, and  
16 so people seem to think that you're just making this  
17 up without ever talking to him or giving him  
18 guidance or anything.

19           I want to commend the board for doing the  
20 difficult job that you're deciding to do, whichever  
21 way it's going to go. I don't know what it's going  
22 to be, but I trust it will be in the best interest  
23 of the improvement district.

24           CHAIR DENT: That will close out public  
25 comment in the room. Is there any participants on

1 Zoom?

2 MATT: There is. First one is Mr. Bill  
3 Durka (phonetic).

4 (No response from Mr. Durka.)

5 MATT: Mr. Durka, if you wish to speak,  
6 please hit star six or take yourself off mute. If  
7 you would not like to speak, please say "pass" for  
8 the public record.

9 MR. NELSON: We can go to the next caller  
10 and circle back to Mr. Durka.

11 CHAIR DENT: Matt, let's go on the next  
12 caller and circle back.

13 MS. NEWMAN: Linda Newman.

14 I applaud this board for your outstanding  
15 commitments to improving our district's governance.  
16 You are professional, qualified, committed, and  
17 passionate in serving our community and fulfilling  
18 your fiduciary responsibilities. Under Chair Dent's  
19 leadership, I have seen the elevation of standards  
20 for boar courtesy and discussion, as well as the  
21 board majority intent upon increasing financial  
22 transparency and accountability, improving  
23 compliance with Open Meeting Laws and public records  
24 request, making real progress on the effluent  
25 pipeline, along with responding to our citizen's

1 concerns.

2           It is unfortunate that a former board, a  
3 Facebook administrator, and others have weaponized  
4 social media to mobilize wide-spread discontent with  
5 two of our most organized, hard working, and  
6 prepared elected trustees.

7           Through selective facts and uninformed  
8 opinions, strikingly false accusations and  
9 allegations have been rendered. Individuals intent  
10 upon presenting accurate and documented information  
11 have been bullied with rants and pseudo facts.

12           This is not the first time this has  
13 occurred. The model of political assassination is  
14 with true blue facts. I had hoped that the carnage  
15 from these vile tricksters would have put an end to  
16 more of the same; it hasn't.

17           Annually, our board holds a public  
18 performance review of the general manager. Last  
19 year was a travesty when a hired consultant wrote  
20 those reviews and submitted his interpretation  
21 rather than his historical precedent of those  
22 reviews actually being written by each trustee.

23           This year, the GM chose not to have his  
24 performance publicly reviewed, and determined, in  
25 accordance with his contract, to separate from the

1 District.

2           Apparently, some believe he didn't want to  
3 leave, and it is the fault of trustees. Others  
4 believe he should stay and trustees who don't  
5 approve of his performance should be removed.

6           Contrary to social media posts, the board  
7 does not serve at the pleasure of the GM. We elect  
8 our trustees. The GM is appointed and reports  
9 directly to the board. Despite this, a minority  
10 want to use a recall to invalidate the will and  
11 votes of the majority. Despite this, also want to  
12 nullify the fiduciary duties of our trustees to  
13 ensure that our district is competently and  
14 professionally managed.

15           Not long ago, a mob stood up to support GM  
16 Pinkerton, and verbally demonized a well-respected  
17 trustee who immediately resigned while Pinkerton  
18 stays. What followed under the two previous chairs  
19 was an almost completely disfunctional government  
20 without internal controls and a pile-up of very  
21 expensive consequences and liabilities.

22           MR. DOBLER: This is Cliff Dobler, 995  
23 Fairway. I never mentioned it, but I'm also a  
24 30-year resident of -- my wife and I -- Incline  
25 Village.

1 I wasn't going to speak about anything  
2 tonight, but when my name comes up and I hear crazy  
3 things said about me, I get a little bit perturbed  
4 about it.

5 First of all, not about me, but about this  
6 fellow that talks about the great financial  
7 statements. If he only read the report and  
8 subsequent reports behind the opinion, the auditors  
9 have stated for the last three years that there's  
10 been material weaknesses in internal controls.  
11 Internal controls are one of the big issues of good,  
12 complete audits, and I'm now glad that Chris Nolett  
13 is the chairman of the audit committee. He has  
14 great experience in that, and I think he'll get a  
15 good finding that we have to get our internal  
16 controls in order.

17 Then the second thing that I kind of found  
18 amazing is at the last meeting, I gave a statement  
19 congratulating Mr. Bandelin for doing a good job at  
20 Diamond Peak, because he certainly did to do a good  
21 job, and somehow that's been construed that I  
22 secretly went to the board and asked Mike Bandelin  
23 to be interim the general manager, which I didn't  
24 do.

25 So I think that's pretty bad that a person

1 would come out and make an accusation like that,  
2 when all I was doing is congratulating a person for  
3 doing a good job.

4           And then we got the suede shoe guy with  
5 the suit on that considers that my life in distress  
6 debt that I worked for almost 20 years, that I'm a  
7 vulture, and I strip them down naked. Well,  
8 actually, if they knew all the borrowers I had,  
9 which was probably about 300 of them and it was all  
10 commercial property, I helped every one of them. I  
11 gave them appropriate discounts, put them back on  
12 their feet, got them straightened away, had them  
13 work their projects, and eventually they were able  
14 to pay me off at less-than-par value. Of course I  
15 bought it for much less than that from the stupid  
16 banks. But at any rate, I didn't hurt anybody. I  
17 never foreclosed on anybody, I never did any of  
18 that, and I feel blessed about it because I did  
19 quite a good job, in my opinion, on helping people  
20 get back on their feet.

21           So that suede shoe guy that just spoke,  
22 with the blue suit, he doesn't even know what he's  
23 talking about.

24           That's all I got. Good night.

25           MR. ABEL: Good evening, Trustees. This

1 is Michael Abel.

2           My comments this evening reflect my  
3 efforts to discourage the efforts by Tim Callicrate  
4 and others to recall our trustees. We had an  
5 election last year, we do not need to disrupt our  
6 community to benefit the ego of a disgruntled  
7 ex-trustee who illegally tried to run for a fourth  
8 term last year.

9           Fellow citizens, give these five folks the  
10 time and space to do their job. For first time in  
11 years, we have a proactive Board of Trustees, who is  
12 trying to make IVGID better, and more responsive  
13 entity that delivers real results to citizens and  
14 taxpayers. I see a spirit of mutual respect and  
15 cooperation among all five of our trustees that will  
16 benefit the entire community.

17           Unlike Tim Callicrate, Chairman Dent has  
18 shown respect for his fellow trustees as well as the  
19 public, even when nasty insults are thrown his way  
20 like this evening. The criticism of this board has  
21 been vacuous of facts and replete with  
22 misinformation and outright lies. This board is not  
23 selling our venues as has been suggested by some.  
24 Let's look at some of eight achievements of this  
25 board in six short months.

1           Number one, after years of false  
2 starts and bogus initiatives like home location and  
3 slip lining, the replacement of the effluent  
4 pipeline is actually a (inaudible.) This is a giant  
5 achievement, and it's only taken six months.

6           Number two, the board has cut the rec fee  
7 that has been over-collected, yes, over-collected by  
8 prior boards to the tune of \$12 million. Every  
9 parcel owner in Incline Village will have extra  
10 money in their bank account this year. And, yes,  
11 folks, you can buy an extra rec pass if you need  
12 one. The \$91 is not coming out of your hide.

13           Number three, Trustee Schmitz spearheaded  
14 a functioning audit committee with superb voluntary  
15 services of two CPAs to oversee IVGID finances  
16 and reports.

17           Number four, the board has prevented  
18 potential legal encroachments on our beach deed by  
19 demanding a written opinion from an outside  
20 attorney, who is entitled to beach access.

21           Number five, the board has pressed our  
22 money-losing venues to deliver a proper account of  
23 sales and develop internal controls.

24           Six, the board has diligently worked to  
25 make access to our golf courses fair to all



1 residents our communities.

2           Seven, the board has demanded that  
3 contracts brought to the board by management have  
4 completed and accurate exhibits, clearly defined  
5 scopes of work, and proper, accurate contracting.

6           And finally number eight, the board has  
7 adopted a cogent public records request policy and  
8 review process.

9           MR. WHYMAN: Andrew Whyman, 170 Village,  
10 resident of Incline Village for 20 years.

11           During these 20 years, I'd like to think I  
12 did what I could to participate in an enriched  
13 communal village life. My efforts included building  
14 out library amenities and activities, starting and  
15 leading a local speaker's program at the college,  
16 and building a senior's Conversation Cafe, still  
17 going strong these many years later. I even ran for  
18 IVGID board once, a bracing experience I still  
19 recall with, frankly, mixed emotions.

20           Now I am troubled by the turn our  
21 quasi-regulatory GID has taken. There are profound  
22 differences between for-profit corporate  
23 organizations and non-profits. These range from  
24 purposes, their reasons for existing, and their  
25 approaches to finances.

1           It's not at all clear that the board  
2 understands these distinctions. And  
3 misunderstanding can and does produce deep fracture  
4 lines between board policies procedures and staff.  
5 Think about that.

6           I rise tonight to support the continued  
7 employment of Indra Winquest as the general manager  
8 for IVGID. I haven't spoken to Indra about this,  
9 and given what has transpired in the last two years,  
10 and particularly the last six months, I am not at  
11 all sure it would be wise for Mr. Winquest to  
12 continue working for the District. Obviously, that  
13 is only up to him and the board.

14           But I will say this: Indra is a good  
15 person who cherishes the opportunity to try and  
16 benefit the entire village community, men and women,  
17 republican and democrats, wise people and idiots.  
18 The outpouring of support for him is testimony to  
19 this truth.

20           Here's what I don't fathom, what I've been  
21 unable to understand. Indra is a smart enough  
22 person to be a general manager of IVGID. Assertions  
23 by some of the community and on the board that he  
24 simply doesn't understand finances, doesn't present  
25 the requisite skill set to deliver sound, economic

1 proposals and follow through on them strikes me as  
2 peculiar.

3           If this board demands a certain strain or  
4 standard of economic policy, it should first and  
5 foremost be consistent with how non-profit  
6 organizations work and what makes them work  
7 effectively and efficiently. Once that is  
8 accomplished, Indra and his staff should be given  
9 amply sufficient time to implement those standards  
10 in a caring, supportive environment. To do less is  
11 a dereliction of duty. Frankly, it's not clear to  
12 me that this board is capable of growing that  
13 supportive environment, but I hope to be proven  
14 wrong.

15           In summation, this board has created a  
16 badly fractured community, a mess. While there are  
17 some who continue to support this board, there's a  
18 broad coalition of angry, aggrieved residents who do  
19 not. What the board does about it is obviously up  
20 to you. As for me, I wholeheartedly support the  
21 continued employment of Indra Winquest, one hundred  
22 percent.

23           Thank you.

24           MS. WELLS: Hi. Kristy Wells, Incline  
25 Village resident.

1 I know the people that work with Indra  
2 adore him as the GM. He has deep ties to the  
3 community that have benefited us when it comes to  
4 fundraising and recruiting. Does that necessarily  
5 mean he is a great manager? Absolutely not. With  
6 that said, those (inaudible) should absolutely be  
7 accounted for in any review that takes place.

8 The Board of Trustees and Indra know if he  
9 is performing well against these goals that have  
10 been set, assuming they were both reasonable and  
11 obtainable, and unfortunately until any of that is  
12 made public, it leaves a lot of room for  
13 speculation. And with that speculation comes a  
14 potential to harm a man's reputation.

15 I say this as I review Indra's goals that  
16 have been online, and actually have -- I will just  
17 say, there's a lot of room for improvement. They  
18 are not written in a measurable and trackable way.

19 So, my request to the board is if you  
20 shall request and demand a certain level of  
21 professionalism and/or the ability to exceed certain  
22 expectations, you need to actually do a better job  
23 of making those goals measurable and trackable.

24 I feel like this is an area where the  
25 Board of Trustees has failed. The board has done

1 nothing to stifle the Indra-is-being-fired rumor for  
2 the past couple of months, and due to this, you have  
3 all created a toxic workplace that has demoralized  
4 the staff.

5           The Board of Trustees is wholly  
6 responsible for this, especially for the divisive  
7 commentary that has taken place in our community and  
8 the current state of chaos inside of IVGID. This is  
9 the reason several key personnel have quit.

10           Who would absolutely want to work in this  
11 kind of environment? I know if I was being  
12 micromanaged on a day-to-day basis, I would actually  
13 tender my own resignation. I would tender my  
14 resignation with the hopes that I would actually get  
15 a very lovely severance package.

16           I think it's very important for the  
17 community to know that only reason Indra will  
18 receive a severance package is because the board is  
19 actually asking for his termination, and that he's  
20 going to sign a severance agreement that will then  
21 mean that neither party can disparage one another,  
22 and with that, Indra can go off for the next year,  
23 spend his payroll, which is fantastic. Congrats,  
24 Indra.

25           And now the board that talks about being

1 financially responsible and very -- it's very  
2 important for you to be the trustees and  
3 the stewards of our budget, are actually spending  
4 another \$280,000 to pay a GM that will not be  
5 providing services while we actually have to pay  
6 another individual to provide those same  
7 responsibilities.

8           Anyways, I'm just going to say what the  
9 conclusion here is that I would just like to make it  
10 known that the spin cycle going on around the notice  
11 of Indra pending a resignation is actually false.

12           MATT: Caller 4644, you may need to hit  
13 star six to unmute yourself, or please say "pass"  
14 for the public record if you do not wish to make a  
15 public comment.

16           (No response from caller 4644.)

17           CHAIR DENT: We'll give him a couple more  
18 seconds. Caller, if you can hear us, please hit  
19 star six.

20           All right. It doesn't look like there's  
21 any response. That will close out initial public  
22 comment. Let's move on to item D.

23 D. APPROVAL OF AGENDA

24           CHAIR DENT: Any questions, concerns with  
25 the agenda? All right. Seeing none, the agenda is

1 approved.

2           We have been going for just under two  
3 hours. Let's take a ten-minute break. We will  
4 resume at 7:05.

5           (Recess from 6:55 P.M. to 7:05 P.M.)

6           CHAIR DENT: All right, guys, we are back.  
7 It is 7:05. We're going to move on to item E,  
8 general business.

9 E. GENERAL BUSINESS

10          E 1.

11           CHAIR DENT: Review, discuss, and possibly  
12 approve the Board of Trustees' Chair to work with  
13 and execute a separation agreement at the request of  
14 General Manager Indra Winquest, while placing him on  
15 a paid administrative leave, pending formal  
16 separation. This is coming from myself, requesting  
17 trustee Chairman Matthew Dent, to open up --

18           Josh, before we open up, during public  
19 comment or right before public comment -- and I do  
20 sit up here with my phone in airplane mode, but I  
21 did turn my phone back on during the break. General  
22 Manager Winquest did sent a text, and Trustee Noble  
23 has verified this, but I will read you what he said:

24           "If you want to say something

25           for me, here you go. I'm sorry

1 I'm unable to attend the  
2 meeting, but thankful for all  
3 the community support.

4 "My only request is that  
5 everyone is respectful of staff,  
6 board members, and fellow  
7 community members."

8 That was General Manager Winquest's quote.

9 Josh, would you like to -- actually before  
10 we do, I just want to touch on one thing that was  
11 brought up on several public comments and several  
12 emails that I've responded to. The intent was to  
13 hold this meeting on Thursday at six o'clock, that  
14 was scheduled, and then -- or that was anticipated  
15 to be scheduled. And then it came to our attention  
16 that Monday became a holiday, which made it  
17 impossible to hold the meeting on a Thursday with  
18 how many days we have to give notice.

19 Then we went to Friday at 5:00 P.M. All  
20 the board members were asked if they could attend  
21 and have the meeting at 5:00 P.M. on Friday, and I  
22 didn't hear anything from any of the board members  
23 as far as having at a different time.

24 Legal counsel, Mr. Nelson, do you mind  
25 just reviewing the item and getting us up to speed



1 with how we're here?

2 MR. NELSON: Yes. The item in the agenda  
3 packet starts on page 3, of course, it's the only  
4 action item before you this evening.

5 Mr. Winquest's employment agreement is  
6 currently set to expire at the end of next fiscal  
7 year, June 30, 2024. Pursuant to that contract,  
8 Mr. Winquest receives annual performance evaluations  
9 from the board, and his performance evaluation for  
10 this year was previously scheduled for June 14th.  
11 That review, as mentioned during public comment,  
12 remains in draft form.

13 That being said, Mr. Winquest has  
14 individually discussed his general performance with  
15 each trustee, while ensuring that he doesn't relay  
16 any of the conversations with individual trustees  
17 with other trustees to avoid any Open Meeting Law  
18 issues.

19 Based on those discussions, Mr. Winquest  
20 is asking that the board consider a mutual  
21 separation or the separation agreement, which is  
22 outlined in the packet.

23 I won't speak for Mr. Winquest as to his  
24 feelings on the item. I would just refer both the  
25 board and the community to the statement that Chair

1 Dent read, as well as Mr. Winquest's statement from  
2 himself, which is page 6 of the packet.

3           If the board does decide to move forward  
4 with the item before you this evening, it would be  
5 to approve a term sheet, the terms of which are set  
6 forth on page 5 of the packet, and to allow myself  
7 and the Chair to negotiate a formal separation  
8 agreement with Mr. Winquest. This separation  
9 agreement would not come back to the board; the  
10 Chair, as proposed, would have the authority to  
11 execute that.

12           I did want to note and clarify that this  
13 is a mutual separation, it is not a voluntary  
14 resignation by Mr. Winquest. In addition, it is not  
15 a termination for cause.

16           If the board does decide to move forward  
17 with a separation as outlined in the term sheet, I  
18 would request that you consider placing Mr. Winquest  
19 on paid administrative leave, paid pending execution  
20 of the agreement, as Mr. Winquest is currently on  
21 vacation.

22           Mr. Navazio is currently serving as acting  
23 general manager and would be available to do so  
24 subject to his own upcoming vacation until the  
25 June 28th board meeting. As mentioned, as the board

1 saw, there is an item on that meeting for you to  
2 consider in acting general manager appointment. I  
3 would note, of course, that that item is not  
4 necessary if the board doesn't move forward with the  
5 separation agreement this evening.

6 I did want to note the alternative,  
7 because I think that helps give a little bit of  
8 context to what the board's considering. If you  
9 decide not to move forward with the separation  
10 agreement this evening, then Mr. Winquest will  
11 remain as general manager, and I would encourage the  
12 board to schedule his performance evaluation, to  
13 move forward with that, we could get that scheduled  
14 as soon as one of July board meetings, and  
15 Mr. Winquest's contract would remain unmodified and  
16 absent further action by this board, would expire  
17 June 30, 2024.

18 Happy to answer any questions. Thank you.

19 CHAIR DENT: Thank you. I want to thank  
20 Trustee Noble in this process. Trustee Noble and I  
21 have chatted quite a bit and been a part of this  
22 negotiation with General Manager Winquest, so thank  
23 you for your part.

24 I will open it up to the board. Any  
25 questions, comments? I'm going to go to Trustee

1 Noble.

2 TRUSTEE NOBLE: I want first start out,  
3 provide a little bit of a clarification. On Monday,  
4 I believe Trustee Schmitz held a meeting at  
5 Crosby's. In response to one question, she  
6 mentioned that the board Chair, Trustee Noble,  
7 General Manager Winquest, along with legal counsel  
8 had been working together for a few weeks to  
9 formulate a separation agreement. She stated that  
10 on Monday.

11 The first meeting that we had was the  
12 prior Wednesday, and then there was, as you just  
13 mentioned, a flurry of discussions back and forth  
14 after that, but it's not something that, at least I  
15 have been a part of for weeks leading up to. In  
16 fact, until the board materials came out for the  
17 June 14th meeting, I was under the impression that  
18 we were doing the GM evaluation. I had submitted my  
19 evaluation the previous Monday, pursuant to the  
20 requests by our HR director at the board meeting  
21 before that.

22 And I've been preparing to recommend and  
23 advocate for a one- to two-year extension of  
24 Mr. Winquest's current contract, based on his  
25 performance as a general manager.

1 TRUSTEE SCHMITZ: Point of order. Point  
2 of order. We are not -- I just want to clarify that  
3 we are not talking about his contract renewal or  
4 performance review; correct?

5 MR. NELSON: That is correct, but I  
6 believe that Trustee Noble is just writing some  
7 context for his discussion.

8 TRUSTEE NOBLE: Yeah, all in context.

9 CHAIR DENT: Continue please.

10 TRUSTEE NOBLE: And so as soon as the  
11 board materials came out, I was concerned. And then  
12 alerted by General Manager Winquest that he would  
13 like me to participate in discussions of a  
14 settlement agreement, which I begrudgingly accepted  
15 and offered -- I agreed to do. That is not where I  
16 think we should be going. I think it is a grave  
17 mistake by this board to terminate Mr. Winquest's  
18 contract.

19 However, it appears that there are three  
20 board members that want to move in a different  
21 direction. And if the board -- the majority of the  
22 board wants to move in a different direction, then I  
23 am in support of the separation agreement.

24 I had asked to see the other evaluations,  
25 to try and get an idea where things were, because

1 there's been no information. I was correctly told  
2 that that would, potentially, be an Open Meeting Law  
3 violation if the board were to go back and decide to  
4 do a GM evaluation. I don't think that is a  
5 worthwhile endeavor, unless board members are  
6 willing to agree to an extension. I don't think  
7 that's enough, though, either.

8           There's -- it's no -- everybody knows that  
9 there's been a strained relationship between Trustee  
10 Schmitz and General Manager Winquest. It was my  
11 understanding that they were working through that,  
12 but, apparently, that is not the case.

13           Trustee Schmitz does a very good job, her  
14 attention to detail, I've never seen anybody with  
15 that type of detail; however, the level of  
16 micromanaging that I've seen as a result has just  
17 made that relationship unworkable. And unless this  
18 board was willing to do that extension as well as  
19 corral Trustee Schmitz's and have her act as a  
20 trustee and not micromanage both General Manager  
21 Winquest and the senior management, I don't think  
22 it's worthwhile.

23           So, I will support the separation  
24 agreement.

25           MR. NELSON: And just a reminder, we have

1 not provided notice of considering any trustee's  
2 character for this, so would request the board focus  
3 on that.

4           So the board's aware, Mr. Winquest did  
5 waive notice, subject to approval as to the items  
6 that are before you.

7           TRUSTEE SCHMITZ: Yes. And I would like  
8 to speak in offense of that statement because --

9           CHAIR DENT: Trustee Schmitz?

10           TRUSTEE SCHMITZ: Yes. I would like to  
11 speak in offense of that statement because nothing  
12 has ever been brought to my attention relative to  
13 any specific examples or micromanagement, and I find  
14 it inappropriate, for here at a board meeting that  
15 is supposed to be discussing a separation agreement,  
16 for that subject to have come up.

17           If that's a subject that we want to have  
18 come up as a board, then we can agendize that topic.

19           TRUSTEE NOBLE: I'd love to agendize --

20           CHAIR DENT: Hold on. Hold on. Hold on.

21           TRUSTEE NOBLE: -- it for the July meeting  
22 to discuss your micromanagement.

23           MR. NELSON: Trustee Noble has the ability  
24 to request an agenda item. If that's the end of the  
25 conversation, then we'd request we turn back to the

1 item before the board.

2 CHAIR DENT: Understood. Okay.

3 TRUSTEE TONKING: I hope everyone can bear  
4 with me, because I have a lot to say. This is going  
5 to be a little bit. I have a lot to say to the  
6 trustees, to our community, our staff, and Indra.

7 I want to be clear that when I refer to  
8 the board in my statement, I'm referring to both the  
9 boards I sat on and myself as a figure, if that.

10 I was raised here in Incline Village. I  
11 was raised by many of you sitting in this room and  
12 many of the people who get to watch on live stream  
13 and other people get to be enjoying their Friday  
14 night.

15 I never once thought I'd sit in this seat  
16 having to face this decision. This is an incredibly  
17 hard vote for me to make. In my mind, GM Winquest  
18 is extremely qualified for his position. Like all  
19 of us, he has and will have weaknesses, however,  
20 what he's accomplished for IVGID in his role as  
21 general manager shows that his strengths far  
22 outweigh those, and I'm going to speak a little to  
23 them.

24 Indra managed the District through  
25 multiple boards, COVID shutdowns, extreme fire



1 seasons, and labor shortages. GM Winquest has hired  
2 and trained an invaluable senior leadership team,  
3 understands the inner workings of each department  
4 across the District and consistently meets with  
5 members of the community to find compromise.

6 GM Winquest has acquired money for the  
7 effluent pipeline, recreation center, and skate and  
8 ballparks. He worked with consultants, auditors,  
9 and staff to update over ten financial policies. He  
10 made changes to Ordinance 7, a project that has been  
11 delayed for many years.

12 Additionally, during his time as GM, he's  
13 completed the Burnt Cedar pool project, bocce ball  
14 courts, Mountain Golf Course, phase 1, ballparks,  
15 tennis center pro shop, Rec Center locker rooms and  
16 restroom renovations, the first phase of the  
17 effluent pipeline, Slot Peak and Crystal Peak  
18 waterlines, to name a few.

19 GM Winquest managed to do all this through  
20 what I would call some turbulent boards, all of  
21 which I've been an active member of, a board that I  
22 believe micromanages, and at times, even violates  
23 their own policies. There are times that board  
24 members overstep their scope and give individual  
25 direction to staff and the GM.

1           As a board, we have attacked employees,  
2 business, and parcel owner benefits. We have  
3 completely overstepped our role as a fiduciary board  
4 and instead are acting as an operational one. We  
5 are all guilty.

6           As I sit in this chair, I think of the  
7 advice I'd give Indra as a friend. I would tell him  
8 that perhaps this is not the best place for him, as  
9 this board has completely changed the trajectory of  
10 the District and does not treat him like the asset  
11 he is.

12           However, since I sit in this chair as an  
13 elected official, I have to consider what is best  
14 for the community that elected us. Boards make  
15 leadership changes all time, and I respect and  
16 understand that. However, separating from GM  
17 Winquest is the wrong choice for this district, I  
18 believe.

19           I wish my vote tonight could be to renew  
20 the GM's contract and let the community decide in  
21 the next trustee election if they want to keep or  
22 let go of GM Winquest. Let that be a platform  
23 people run on. However, since this is not an option  
24 at this point, it's impossible that my vote tonight  
25 can reflect both the needs of our district, as well

1 as needs of somebody I truly respect and admire.

2           Beyond this vote, though, I'm concerned  
3 about something much bigger. We no longer have a  
4 financial director, a controller, and quite possibly  
5 a GM. We don't have leadership. We're a young  
6 board, Chair Dent has served the longest, and the  
7 rest of us, less than four years of experience on  
8 this board.

9           We're extremely fortunate that we have  
10 staff that understand this district and the  
11 community and allow us to rely on them. But I worry  
12 we will continue to make short-sided decisions that  
13 will have long and large impacts.

14           It's our job to lead the District, and  
15 it's Chair Dent's job to lead us. We all need to  
16 step up. I'm asking us, how are we going to lead  
17 the community through this, and how are we going to  
18 gain their trust again?

19           We should not be having a meeting next  
20 week because this is no longer business as usual.  
21 There should be only one agenda item and that item  
22 is how we plan on moving forward as a board, and  
23 what direction we are going to give this district.  
24 Because, quite frankly, at this moment, we are not  
25 functioning as a board.

1 We need communication between ourselves,  
2 community, and staff, we need community forums  
3 before large decisions are made, we need leadership  
4 for this board, and we need awareness of our role in  
5 this community.

6 And that's all I have to say.

7 TRUSTEE SCHMITZ: My comments are brief,  
8 and hopefully you can understand me.

9 I've heard many community members speak  
10 and write eloquently about how General Manager  
11 Winquest has had a positive impact on them and their  
12 families. His career growth in the District has  
13 been remarkable.

14 I've not spoken with GM Winquest regarding  
15 his preference on a potential settlement agreement.  
16 I know Trustee Dent, Trustee Noble, and our legal  
17 counsel have spent many hours working with GM  
18 Winquest to get us to this point.

19 I'm hearing conflicting messages as to the  
20 desires of the GM, and want this clearly to be his  
21 decision.

22 Therefore, I support the Chair moving  
23 forward with a potential separation agreement and  
24 placing the GM on paid administrative leave during  
25 this process, however, I want to be abundantly clear

1 that the GM has the option not to sign it.

2           From what I understand, a separation  
3 agreement is what he feels is best for himself and  
4 his family, so I, therefore, am supportive.

5           I want to be clear that I would prefer to  
6 go through the performance review process, however,  
7 I will respect the GM's decision.

8           TRUSTEE TULLOCH: Unlike my colleagues, I  
9 haven't got several page, preprepared speech. I  
10 haven't come here with preordained -- I haven't come  
11 here with -- I actually feel kind of slighted with  
12 all these illicit board meetings with trustees have  
13 been taking place; I've been left out of the loop.  
14 I feel kind of slighted here.

15           So just to correct for anyone who thinks  
16 there's been some sort of clandestine and I've been  
17 using personal emails, I do feel offended by that.

18           I'll also be up front: I'm a baby boomer,  
19 I'm not millennial or gen Z or something that's  
20 driven purely by feelings. I'm driven by the facts,  
21 the fact that come out here.

22           I hear lots comment from the community.  
23 I'm almost beginning to wonder if half the community  
24 is bipolar. First it's, you're not telling us what  
25 is happening, you're appointing somebody else. Then

1 next breath is, do you know what you're going to do  
2 next? Is Mr. Bandelin not good enough for people?  
3 I don't know. I have no idea. I hear all these  
4 different things. I hear all this, first you're  
5 micromanaging, then next, you're speaking to staff.  
6 Which is it? It sounds like were damned if we do  
7 and damned if we don't.

8 I hear an awful lot of things, hearsay,  
9 from Facebook, oh, yes, these things have happened.  
10 One public comment actually said, oh, yes, this is  
11 monitored by the board.

12 Not that I'm aware of. The only place  
13 that claim was on Facebook. I try to avoid social  
14 media in that respect, because it's -- all it is is  
15 encouraging the mob mentality, it appears.

16 I hear things about this board has  
17 introduced the pricing pyramid. Strange. My  
18 understanding, the pricing pyramid was introduced by  
19 Mr. Winquest, not by this board. This board is also  
20 following the pricing policy as passed by the last  
21 board.

22 I'm not here to election year -- or to  
23 election year on behalf of people or election year  
24 on behalf of people who want to try and replace  
25 existing trustees, that's not what I'm here for.

1 I did say on the campaign trail I would  
2 take input from everyone, and I have taken input  
3 from everyone.

4 I understand Mr. Winqest wants a  
5 separation agreement. If that's not the case, I'm  
6 not aware of it. When I spoke with Mr. Winqest,  
7 this was his expressed wish. As far as I'm  
8 concerned, Mr. Winqest still has a year left to  
9 serve on his contract.

10 I don't know about most of the audience,  
11 but having spent a long time in corporate life, I've  
12 never had a one-year guaranteed contract. The most  
13 I've ever seen in corporate life is maybe three to  
14 six months. I certainly haven't seen anyone with a  
15 two-year guaranteed, and I don't see anything in  
16 Mr. Winqest's contract agreement that specifies  
17 two years either.

18 We've also heard, well, why don't you do a  
19 performance improvement plan? That would be good.  
20 However, you can't do a performance improvement plan  
21 without doing the performance review, and my  
22 understanding is Mr. Winqest has requested not to  
23 go through the performance review. To me, that's  
24 kind of a catch-22. I'm not sure how we can do it  
25 both ways.

1 As I say, I didn't have a prepared speech,  
2 so I'm just reading off some notes.

3 I had another public commenting saying,  
4 we're a non-profit. Well, maybe that was a Freudian  
5 slip. We're not. We're a general improvement  
6 district. We're governed by Nevada Revised  
7 Statutes, not by how people would like us to be, not  
8 as an HOA, as some people to try to claim that we  
9 are, and some people claim they've been told from  
10 the BOT real estate, oh, yes, we're based on HOA,  
11 and we can guarantee all these things long term.  
12 That's not the case. We're a general improvement  
13 district, governed by NRS.

14 I think, yes, I think the doing a  
15 performance review in public is a pretty horrific  
16 thing to do, unless you have a board that just wants  
17 to pat you on the head for everything. I don't  
18 think that benefits anybody. If you're going to do  
19 a performance review, you've got to be realistic  
20 about it, warts and all. I've had plenty of them  
21 going both ways.

22 I've also heard that I'm purely  
23 controlled, I'm just going along by other board  
24 members, or I'm controlled by another member of the  
25 community. Maybe you should talk to my wife, she'll



1 tell you I'm pretty hard to control that way. I'm  
2 pretty independent minded. I think you've seen that  
3 in some of my votes.

4 Unlike the previous board, it's not always  
5 the same three-to-two vote or four-to-one vote.  
6 I've made various votes against the rest of board.  
7 I also accept board responsibility.

8 I've heard this said, oh, we're a  
9 dysfunctional board. I don't actually believe that.  
10 I've worked in several different boards. If every  
11 board member is just singing the same tune, you'll  
12 get too many people where the whole purpose of a  
13 board is to have lively debate and actually consider  
14 all aspects. Unfortunately, due to the Open Meeting  
15 Laws, it's very difficult for us to do that. That  
16 is a frustration I find, but, yes, it's something  
17 we've got to abide by. We can't speak to more than  
18 one trustee about a particular thing.

19 It would be great if we could meet in  
20 camera and thrash out some of these things  
21 beforehand. That would be wonderful. We can't.

22 I've also heard claims that, yes, we're  
23 very profitable. Well, yeah, just keep  
24 over-collecting taxes.

25 I've heard our financial statements are

1 wonderful. I haven't heard any mention of the four,  
2 five years now of material weaknesses been  
3 identified in the independent audit. I think let's  
4 put the whole picture out there, warts and all, and  
5 that's the way I'm looking at it.

6 I haven't come to any predetermined  
7 decision. I respect Mr. Winquest. If he wishes to  
8 separate, I respect that. If Mr. Winquest disagrees  
9 with the direction of the board -- every case I've  
10 come across that in corporate life where the CEO  
11 disagrees with the board, it's up to the CEO to make  
12 his decision whether he's there to serve at the  
13 pleasure of the board or whether he wants to run his  
14 own agenda. I'm not suggesting that is what's  
15 happening here, but I think we need to be realistic.

16 I respect Mr. Winquest for asking for the  
17 separation agreement. I've got to go by his wishes.  
18 Unless somebody can demonstrate to me that that's  
19 not his desires, I've got to respect his desires.

20 Thank you.

21 CHAIR DENT: I'll just say I've been  
22 talking through this with General Manager Winquest,  
23 I want to say, for more than two weeks, I don't know  
24 if it's a few weeks, but we had a lot of phone  
25 calls. We've definitely -- Dave's been on several

1 phone calls, attorneys have been on several phone  
2 calls. There's been a lot going on, and I don't  
3 think this is easy for anybody, whether you agree  
4 with it or disagree with it.

5           And I'll just say, are there areas where  
6 General Manager Winquest can totally improve? Of  
7 course. We all can; right? And has General Manager  
8 Winquest served us to this point? Some can argue he  
9 has, and some can argue he hasn't.

10           I -- the fact of the matter is the general  
11 manager did request this item, contrary to what  
12 Facebook tells you. I did bring this item forward  
13 at the request of the general manager. I didn't do  
14 it at the request of anybody in the community. I  
15 did it at the request of the general manager.

16           I will just say that in negotiating this,  
17 we've had several conversations with the general  
18 manager. I believe we've handled this process in a  
19 very professional manner, and I think it's time for  
20 the board to make a decision if we'd like to move  
21 forward with this process or not.

22           So, if there is no further discussion, I  
23 will entertain a motion.

24           TRUSTEE NOBLE: I would move to authorize  
25 the Board of Trustees' Chair to work with and

1 execute a separation agreement with General Manager  
2 Winquest consistent with the draft term sheet, while  
3 placing him on paid administrative leave, pending  
4 formal separation.

5 CHAIR DENT: A motion's been made. Is  
6 there a second?

7 TRUSTEE TULLOCH: I'll second the motion.

8 CHAIR DENT: Motion's been made and  
9 seconded. Any further discussion by the board?

10 TRUSTEE SCHMITZ: I have a question. The  
11 general manager does have the option not to agree  
12 with this; is that correct? Is my understanding  
13 correct?

14 MR. NELSON: That's absolutely correct.  
15 Until there's a formal, signed separation agreement,  
16 it's not binding on either party.

17 TRUSTEE SCHMITZ: Thank you.

18 CHAIR DENT: Josh, do you mind speaking to  
19 the next steps, just so the board and the --

20 MR. NELSON: Yeah. Assuming this motion  
21 is approved, then Mr. Winquest will remain on  
22 administrative leave until we're able to finalize  
23 and execute a formal separation agreement, pursuant  
24 to the terms that were set forth in the term sheet  
25 on page 5 of the packet. Upon the date of that

1 execution, he would be separated from the District.

2 CHAIR DENT: Any further discussion by the  
3 board? Seeing none, I call for question. All those  
4 in favor, state aye.

5 TRUSTEE TULLOCH: Aye.

6 TRUSTEE NOBLE: Aye.

7 CHAIR DENT: Aye.

8 TRUSTEE SCHMITZ: Aye.

9 CHAIR DENT: Opposed?

10 TRUSTEE TONKING: No.

11 CHAIR DENT: Motion passes 4/1.

12 That will close out general business item  
13 E 1. Moving on the item F, final public comment.

14 F. FINAL PUBLIC COMMENT

15 CHAIR DENT: Do we have any public comment  
16 from anyone in the room?

17 MS. PITTMAN: Hi. I'm Linda Pittman.

18 All that I would like to ask of you is --  
19 first of all, I'd like to recognize the fact that  
20 being on a board is a challenging job. I served on  
21 boards and I've answered to boards, and just want to  
22 say thank you for your service, all of you, because  
23 I do believe you're here for the best interest of  
24 our community, even though you have your  
25 disagreements.

1           What I would like to ask is that going  
2 forward, if there's anything you can do to help this  
3 community, perhaps, mend from this rift. If you can  
4 find a way to, perhaps, communicate in a way that  
5 the public can understand some of these decisions.

6           I'm not going to say that I've been to a  
7 lot of these meetings, but I came here so I could  
8 hear both sides, and it would be nice if we could  
9 have a little better understanding of what's taking  
10 place and why it's taking place so that we can,  
11 maybe, still the waters a little bit and turn the  
12 temperature down. I think it would be for the  
13 benefit of our entire community.

14           Like I said, I would like to thank  
15 everybody who has served on this board because I'm  
16 sure you're here with the best interest of the  
17 community, though you may have very different  
18 opinions.

19           MR. WRIGHT: Frank Wright. Crystal Bay.

20           You know it's really sad to listen to the  
21 people who spoke tonight with so many things that  
22 they said that were just wrong. I mean, there were  
23 just lies, there's things that were innuendos or  
24 hearsay, and they're speaking as if they're facts.

25           This board had a very difficult decision.

1 It was a mutual agreement or agreement from  
2 Mr. Winquest to separate. There's issues that we  
3 don't know about that we can't speak about because  
4 we haven't heard or seen them, but the board has.

5           These issues have to be dealt with by a  
6 board that is concerned about our community. If  
7 there are things going on that should not be going  
8 on -- and I've identified an awful lot of them  
9 myself and brought them to the board and to the  
10 public, I get a lot of pushback from people who are  
11 guilty of contributing to the illegal acts,  
12 unbelievable acts, that are taking place in our  
13 community.

14           Mr. Winquest knows about these things, and  
15 he has done nothing to stop these things. And they  
16 balloon to a point where you have to to do  
17 something. You've got to take action, you've got to  
18 stop this stuff, and the board had no other choice.

19           We actually have people coming before the  
20 board and saying that the beaches have been taken  
21 away from the employees. It's insane. If you don't  
22 take the beaches away from the employees, what are  
23 you going to tell the people in Crystal Bay who  
24 don't have access? They don't care about the people  
25 in Crystal Bay. They're letting people in Reno use

1 the beaches. It's a violation of the beach deed.

2           You have an ex-trustee, Gail Krolick,  
3 coming up and saying somebody stole their money  
4 because she only has \$91 on her punch card. The  
5 most insane thing I've ever heard in my life. It's  
6 your money they're taking and giving you back.  
7 They're not taking anything from you. You have more  
8 money in your pocket. But she doesn't get it. I  
9 mean, she's a trustee, can you imagine her being on  
10 this board and she doesn't even get that simple  
11 concept? Unbelievable. I don't know where else to  
12 go with that.

13           You have people coming out that are saying  
14 things about other citizens in our community that  
15 are totally untrue. Character assassination left  
16 and right. And who are these people? What do they  
17 have in all this? Why are they doing this? Why?  
18 Why do they keep saying things that are not true  
19 about people in this community who are working very  
20 hard to bring about change?

21           Mr. Noble, I think it's very  
22 unprofessional to attack another trustee during a  
23 meeting like this. I think that was so  
24 unprofessional. And the term "micromanage," I think  
25 originated with you, and I feel sorry for you.



1 That's not the case. They're managing our district,  
2 not micromanaging it.

3 So, I'm sorry Mr. Winquest is gone. He  
4 built his own little castle --

5 CHAIR DENT: Thank you, Mr. Wright.

6 MS. WONG: For the record, Kendra Wong,  
7 864 Donna Drive. I apologize for not being there in  
8 person. I feel sick, so I don't want to pass it  
9 along to everybody else.

10 I'm extremely disappointed in IVGID, and  
11 that this community is going to lose Indra. Indra  
12 has dedicated his career to this community and has  
13 publicly stated numerous times he wants to stay  
14 here. For anyone who believes that this was Indra's  
15 decision, you're seriously deluded.

16 It is the majority of this board that is  
17 running him out. Dent, Schmitz, and Tulloch, this  
18 is on you. Your mismanagement over the last  
19 six months has not been what this community wants.  
20 You're pushing Indra out because he stands up for  
21 the community and what we want.

22 What is your plan? You're down two senior  
23 staff members, you have no finance leadership. Who  
24 do you think will want to be the next GM after  
25 hearing the support Indra had in this community?

1           It's time for you to recognize that the  
2 board is the problem, not our staff. Your lies and  
3 actions continue to prove that you are out of touch  
4 with this community. You talk about fiduciaries and  
5 doing what is best for the community, well put your  
6 money where your mouth is and resign from the IVGID  
7 board immediately.

8           MR. MINER: Good evening. This is Richard  
9 Miner, Tony Court.

10           Absent the publication of the preliminary  
11 details of the required annual review of the general  
12 manager's performance, one must assume that Indra  
13 Winquest's request for a discussion of a formal  
14 separation agreement pursuant to his contract rather  
15 than continuing on with the annual performance  
16 review was made because Mr. Winquest believed it  
17 would be his own best interest for the details of  
18 the review to remain private.

19           Sadly, former trustees have stirred the  
20 pot for their own benefit, and instead of working to  
21 craft solutions with current board members, have  
22 instead decided to inflame passions by creating  
23 false equivalencies in Mr. Winquest's supposed  
24 defense. Without ever knowing what Winquest's  
25 performance review may have documented, they

1 immediately launched into an ill-advised movement to  
2 recall at least two trustees who have been at the  
3 forefront of the quest for the now-documented need  
4 for fiscal responsibility and accountability on the  
5 part of IVGID management.

6           If it is truly Mr. Winquest's belief that  
7 separation is the best course of action for him and  
8 his family and that a mutual non-disparagement  
9 understanding would be in the best interest of both  
10 parties, one would think that Winquest himself would  
11 abhor the efforts to recall any of the IVGID  
12 trustees who believe they have only had the best  
13 interest of this community in mind by demanding  
14 adherence to agreed-upon performance goals for all  
15 IVGID employees.

16           At the same time, the outpouring of  
17 community support for the man that Indra Winquest is  
18 and has been has demonstrated his personal  
19 relationships with community members, young and old,  
20 and it's commendable and praiseworthy.

21           But it should not and must not be confused  
22 with whether he has fulfilled his agreement with the  
23 Board of Trustees or achieved his performance goals  
24 set out for him in writing and otherwise.

25           If you are listening to this tonight,

1 Mr. Winquest, please call off the dogs of war who  
2 are fomenting further community strife and division,  
3 supposedly on your behalf, but in actuality want to  
4 settle old scores and advance their own personal and  
5 political interests.

6 Thank you.

7 MR. MILLER: Charlie Miller, Incline  
8 Village.

9 I'm happy to follow up behind that last  
10 gentleman. The past performances for Mr. Winquest  
11 have been satisfactory. This whole process, as I've  
12 kind of tried to understand, between the three board  
13 members trying to initiate this thing and General  
14 Manager Winquest, is kind of mind boggling for me.  
15 They want him out, the three of them. Okay?

16 You would think they would give him the  
17 evaluation and let that play out, but to go to them,  
18 and of course Mr. Winquest is trying to find his  
19 best way out, and I can't blame him.

20 This fiscally responsible board is going  
21 to blame it on him that he wants to leave.

22 CHAIR DENT: Charlie, I don't know if you  
23 can hear us, but we can hear you. Your clock's  
24 still running.

25 (No response from Mr. Miller.)

1 CHAIR DENT: Matt, can we go to the next  
2 public comment, please.

3 MR. ABEL: Hi. Michael Abel, 20-year  
4 Incline resident.

5 I want to let the board know I reached out  
6 to Indra last week to help quash this recall effort,  
7 which is going to come to nothing because in Nevada,  
8 the success ratio in these things is exactly  
9 two percent. Two percent. So, it's a foolish  
10 effort that will continue to divide or community.

11 Also, some comments were made today about  
12 this process being done in secret. I just want --  
13 and Josh can verify this, but to my knowledge, the  
14 only things that IVGID can keep in confidentiality  
15 are employee contacts, litigation -- ongoing  
16 litigation, and union negotiations. Everything else  
17 is public, so this matter, it's not unusual that a  
18 lot of the information is being held privately.

19 The next thing I want to ask is for the  
20 community to downgrade some of the hyperbole that  
21 has been thrown around. I just want to give a  
22 couple of the words that been thrown around about me  
23 and others on Nextdoor and some of other websites.  
24 One of the words used was "terrorize." I was called  
25 as being among the "angry eight" or the "dirty

1 dozen" or the "cowardice" was my name, or that the  
2 board were a bunch of "morons."

3           You know, I think it's about time to amp  
4 down some of the hyperbole that's been spoken in the  
5 community, I'm certainly in favor of that, and I  
6 never resort to those kind of personal attacks  
7 myself and wish that the rest of the community would  
8 abide by those rules of normal civil behavior.

9           I applaud the board's efforts this  
10 evening. I applaud the board's efforts on an  
11 ongoing basis. Keep up the work. I know you guys  
12 are being thrown a lot of swords at you, but I think  
13 you're doing a pretty good job and keep it up.

14           Thank you and good evening.

15           MS. CARS: I do not have a three-hour  
16 prepared -- a three-minute presentation that I put  
17 in earlier, but I am offended by these people that  
18 keep calling us idiots. We are very smart. Most of  
19 us have run businesses. We know what's going on.  
20 You're not pulling the wool over our eyes. I'm  
21 sorry.

22           It's hard to really think that the people  
23 that are most disparaging, that I've been talking to  
24 to whole time, might come and say, how are you  
25 letting this person demoralize an employee? These

1 are the people that have been doing it. But now  
2 they're asking for peace, and they're asking for  
3 everybody to work together. That's an admirable  
4 goal, but what they have done to a human being, and  
5 he has been mismanaged, and I think we've all gone  
6 and spoken -- we've spoken to staff. We're not  
7 talking out of our heads. We're talking from facts,  
8 we're just not telling who we've spoken to because  
9 that would be a breach of our confidentiality.

10 But after Sara voted no -- I was new here  
11 and my husband was -- we said, "What is going on?  
12 How could someone turn away \$26 million?" And we've  
13 been doing our homework for months.

14 So we're not talking hot air to these  
15 people who think we are, we are not dumb. We want  
16 to see the community run well. We'd like to see the  
17 trustees be more responsive, but we're going to be  
18 watching you very closely -- and it isn't only Cliff  
19 Dabler and Mike Abel who are going to be watching  
20 the numbers now. There is a group of community  
21 citizens that are not going to let them get away  
22 with this because we're going to be watching too and  
23 helping make the community run better.

24 Thank you.

25 CHAIR DENT: Any other public comment?

1 Seeing none, that will close out final public  
2 comment, and we move on to adjournment, item G.

3 G. ADJOURNMENT

4 CHAIR DENT: It is 7:51. We are  
5 adjourned.

6 (Meeting ended at 7:51 P.M.)

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1 STATE OF NEVADA            )  
   )  ss.  
 2 COUNTY OF WASHOE        )

3

4                    I, BRANDI ANN VIANNEY SMITH, do hereby  
 5 certify:

6                    That I was present on June 23, 2023, at  
 7 the Public Meeting via Zoom, and took stenotype  
 8 notes of the proceedings entitled herein, and  
 9 thereafter transcribed the same into typewriting as  
 10 herein appears.

11                   That the foregoing transcript is a full,  
 12 true, and correct transcription of my stenotype  
 13 notes of said proceedings consisting of 117 pages.

14                   DATED: At Reno, Nevada, this 1st day of  
 15 July, 2023.

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BRANDI ANN VIANNEY SMITH

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# INVOICE

1 of 1



151 Country Estates Circle  
Reno, NV 89511  
Phone: (800) 330-1112  
litigationservices.com

Susan A. Herron, CMC  
Incline Village General Improvement District  
893 Southwood Boulevard  
Incline Village , NV 89451

Invoice No.	Invoice Date	Job No.
1629913	7/3/2023	997390
Job Date	Case No.	
6/23/2023		
Case Name		
Incline Village General Improvement District Board of Trustees Meeting		
Payment Terms		
Net 30		

ORIGINAL AND 1 CERTIFIED COPY OF TRANSCRIPT OF:  
Hearing (Public Meeting)

1,991.25

**TOTAL DUE >>>**

**\$1,991.25**

Location of Job : parties to appear via zoom

The LIT Group 079F

Please note, disputes or refunds will not be honored or issued after 30 days

Charge to 100-11-100-6030  
\$500 Base Fee  
\$7.95 per page = 187.58 pages  
S. Herron 7-3-2023

**Tax ID:** 20-3835523

*Please detach bottom portion and return with payment.*

Job No. : 997390 BU ID : RN-CR  
Case No. :  
Case Name : Incline Village General Improvement District Board of Trustees Meeting  
Invoice No. : 1629913 Invoice Date : 7/3/2023  
**Total Due : \$1,991.25**

Susan A. Herron, CMC  
Incline Village General Improvement District  
893 Southwood Boulevard  
Incline Village , NV 89451

Remit To: **Sunshine Reporting and Litigation Services, LLC**  
**P.O. Box 103091**  
**Pasadena, CA 91189-3091**

**PAYMENT WITH CREDIT CARD**



Cardholder's Name: \_\_\_\_\_  
 Card Number: \_\_\_\_\_  
 Exp. Date: \_\_\_\_\_ Phone#: \_\_\_\_\_  
 Billing Address: \_\_\_\_\_  
 Zip: \_\_\_\_\_ Card Security Code: \_\_\_\_\_  
 Amount to Charge: \_\_\_\_\_  
 Cardholder's Signature: \_\_\_\_\_  
 Email: \_\_\_\_\_

Sarah Hussong Johnson  
785 Mays Blvd

Good Afternoon Trustees and staff. I appreciate the opportunity to speak with you, today.

I am a full-time resident and property owner in Incline Village. Our family, including my three school-age daughters, all take advantage of IVGID's incredible amenities - swim lessons at the Rec Center, skiing at Diamond Peak, summer camps, and more. We love being part of this community.

I watched the June 14<sup>th</sup> Board meeting live stream last week, as I often do after getting home from work and after-school activities, having dinner with my family, and getting my children to bed. Many of us full-time residents are not able to attend the Board Meetings due to work and family commitments, but we are listening and watching.

Today's agenda contemplates executing a separation agreement with our General Manger. There are many people here tonight to speak on behalf of Mr. Winqest's character; I would like to speak on behalf of his performance, as reviewed by you, the Board of Trustees.

Indra was promoted to General Manager in July 2020. His first evaluation as General Manager was in September of 2021. He was rated as **meeting or exceeding** the summary core competencies by ALL Trustees including Trustees Tim Callicrate, Matthew Dent, Michaela Tonking, Kenda Wong, and Sara Schmitz.

His second evaluation as General Manager occurred in June of 2022. The format of the evaluation changed but Mr. Winqest was scored as Outstanding by 3 of the 5 Trustees Callicrate, Tonking, and Wong; Satisfactory by Trustee Dent; and Needs Improvement by Trustee Schmitz.

The published performance evaluations demonstrate the General Manager's success in meeting or exceeding the Board's expectations even while managing through a global pandemic and unprecedented staff turnover in the District. Over the past three years, there has been approximately 25% turnover in IVGID's fulltime employees, including the critical senior management positions of Director of Finance, Director of Public Works, Director of Human Resources, and many more. General Manager Winqest is one of the few remaining staff at IVGID with over 20 years of experience and institutional knowledge. That knowledge is critical to successful management of IVGID's essential services to provide clean water for drinking and fire protection, the collection and treatment of sewage, and the recreational services that form the bedrock of our community.

In summary, you are contemplating a separation with a General Manager who has tremendous community support and has met or exceeded the performance evaluation expectations of all but one Trustee, Sara Schmitz.

You are considering a decision on behalf of our community that will cost District rate payers more than \$260,000. I consider that financially irresponsible. I consider the lack of due process for performance improvement unwise. I respectfully request that **you** fulfill your performance responsibilities as Trustees and schedule and conduct the General Manager's performance review as soon as possible and that Mr. Winqest continue as General Manager through the remainder of his contract.

Thank you for your time and consideration.

Statement at IVGID Board of Trustees Meeting  
June 23, 2023

There is an old saying, the proof of the pudding is in the eating. Lets see how IVGID has done over the past 4 years – lets see how the IVGID Team – Board and Staff did. And to make this comparison fair, lets use information, evidence, that you included in the last 4 Annual Comprehensive Financial Reports and that was documented in the Audit letters produced by the independent auditors. It is especially important to note that the ACFR is prepared by IVGID Staff and the BOT approved. In other words, the IVGID Board approved and endorsed the report and its findings.

- For 2019-2022 the independent auditors concluded “ based upon the audit, that there was a reasonable basis for rendering an unmodified (unqualified) opinion that the District's financial statements are fairly presented in conformity with GAAP (Generally Accepted Accounting Practices).” This is good news – you want a report that needs no modification or need for qualifiers.

I went through the last 4 years of the financial reports. They are voluminous and detailed. I have prepared a chart that provides some salient data summarizing some of what the reports showed.

	2019	2020	2021	2022
--	------	------	------	------

NET Assets (inflow minus outflow)	\$153 Million	\$158.6 Million	\$159.93 Million	\$164.49 Million
Unrestricted funds to meet obligations	\$31.8 Million	\$36.6 Million	\$41.31 Million	\$45.44 Million
Net Change (increase) in Unrestricted Funds	\$7.1 Million	\$5.6 Million	\$1.97 Million	\$4.47 Million
General Fund Balance	\$3.8 Million	\$4.63 Million	\$5.73 Million	
Bond Debt Retired	\$859.6K	\$890K	\$910K	\$930K
District's Community Services Special Revenue Fund		\$15.3 Million	\$15.97 Million	

Source: Abstracted from Annual Comprehensive Financial Reports 2019-2022.

<https://www.yourtahoeplace.com/uploads/pdf-ivgid>

So – without belaboring the details: **Net Assets** went up every year since 2019 – from \$153 Million to \$164 Million in 2022. **Unrestricted Funds** increased from \$31.8 Million to \$45.44 Million. In other words, year over year the amount of UNRESTRICTED FUNDS that can be used to meet obligations INCREASED.

The General Fund balance increased every year. Even better, IVGID retired more debt – retiring \$860 thousand in debt in 2019 and increased that retirement to \$930K in the 2022 report.

These are audited numbers from impartial and reputable CPAs. The data and reports that the Staff and YOU the Board approved show an IVGID that is healthy and seemingly going strong.

Are there wrinkles? Sure, I am sure that there are areas to improve – but that’s true for all organizations. No one and no organization is perfect. But the reports submitted by the BOT to the Public, and to financial and regulatory agencies show an Improvement District that is financially solid and performing true to its charter. It is clear that the Board have the authority to manage Executive Staff. And if, despite evidence that shows a healthy organization, despite the public’s demonstrated interest in keeping the General Manager, and despite his demonstrated success in recruiting staff, you wish to sever the relationship because you don’t like success - then it would seem that you are repudiating the very staff that led to the District’s financial health you have proudly documented. Based on the reports YOU approved, there is no cause or basis for separation. Even as late as yesterday, the Board has provided no evidence supporting severance. Something else is going on – and that should be disclosed. The public smells a rat, the public wants to know and you have a responsibility to truthfully divulge why this action is being proposed.

\*\*\*Extracts copied from Annual Comprehensive Financial Report (ACFR) 2019-2022

2019

- Assets of the District exceeded its liabilities and deferred inflows of resources, at the close of the most recent fiscal year, by \$153 million (net

position). Of this amount, \$31.8 million (unrestricted net position) may be used to meet the District's ongoing obligations.

- The District's net position increased \$7.1 million. A significant portion will serve to provide resources for future capital projects.
- The General Fund's ending fund balance is at \$3.8 million.
- The District retired \$859,678 in bond principal during the year.

## 2020

- The District's net position as of June 30, 2020 was \$157.96 million and reflects an increase in net position of \$5.66 million over the prior year. Of this amount, a total of \$36.63 million (unrestricted net position) is available to meet the District's future obligations, including future planned capital projects.
- The District's General Fund reported an ending fund balance, as of June 30, 2020, of \$4.63 million, representing an increase of \$0.86 million over the prior year. Of this amount, a total \$3.11 million represents the unassigned fund balance.
- The District's Community Services Special Revenue Fund ended the year with a fund balance of \$15.28 million, reflecting an increase of \$1.81 million from the prior year; the Beach Special Revenue Fund ended the year with a fund balance of \$2.59 million, reflecting an increase of \$0.78 million from the prior year. The entire fund balance within the District's Community Services and Beach Special Revenue funds are either restricted or committed for future use to support the District's recreational programs and facility improvements.
- As of June 30, 2020 the District had total bond debt outstanding of \$5.22 million including Utility Revenue Bonds outstanding of \$4.08 million and Recreation Bonds outstanding totaling \$1.14 million.
- The District retired \$0.89 million in bond principal during the fiscal year

## 2021

- The District's net position as of June 30, 2021 was \$159.93 million and reflects an increase in net position of \$1.97 million over the prior year. Of this amount, a total of \$41.31 million (unrestricted net position) is available to meet the District's future obligations, including future planned capital projects.
- The net position of the District's governmental activities increased by \$3.68 million (to \$82.95 million) and the net position of the District's business-type activities decreased by \$1.71 million (to \$76.99 million).



- The District's General Fund reported an ending fund balance, as of June 30, 2021, of \$5.73 million, representing an increase of \$1.10 million over the prior year. Of this amount, a total \$3.79 million represents the unassigned fund balance.
- The District's Community Services Special Revenue Fund ended the year with a fund balance of \$15.97 million, reflecting an increase of \$0.69 million from the prior year; the Beach Special Revenue Fund ended the year with a fund balance of \$2.38 million, reflecting a decrease of \$0.21 million from the prior year. The entire fund balance within the District's Community Services and Beach Special Revenue funds are committed for future use to support the District's recreational programs and facility improvements.
- As of June 30, 2021 the District had total bond debt outstanding of \$4.31 million including Utility Revenue Bonds outstanding of \$3.55 million and Recreation Bonds outstanding totaling \$0.77 million. The District retired \$0.91 million in bond principal during the fiscal year.

## 2022

- The District's net position as of June 30, 2022 was \$164.49 million and reflects an increase in net position of \$4.47 million over the prior year. Of this amount, a total of \$45.44 million (unrestricted net position) is available to meet the District's future obligations, including future planned capital projects.
- The net position of the District's governmental activities increased by \$0.43 million (to \$8.27 million) and the net position of the District's business-type activities increased by \$4.04 million (to \$156.22 million).
- The District's Utility Fund ended the fiscal year with a net position of \$77.57 million, which represents an increase of \$0.58 million from the prior year.
- The Community Services Fund ended the year with a net position of \$64.72 million, reflecting a decrease of \$0.75 million from the prior year; the Beach Fund ended the year with a net position of \$13.93 million, reflecting an increase of \$4.21 million from the prior year.
- As of June 30, 2022 the District had total bond debt outstanding of \$3.43 million including Utility Revenue Bonds outstanding of \$2.99 million, Recreation Bonds outstanding totaling \$0.39 million, and lease debt of \$0.04 million. The District retired \$0.93 million in bond principal during the fiscal

Mike Wang  
782 Golfer's Pass

Prepared statements  
Ryan Ritchie  
IVGID special meeting  
June 23, 2023

It seems that many of us in the community are expressing supreme frustration with this Board of Trustees, and for good reason given the lack of transparency regarding the process of Indra's so-called resignation. It appears to many that Indra's employment may be unjustly coming to an end. This seemed to be an overly strong reaction to prior discord between several rancorous community members which seems to have spilled over and unduly influenced several of you as Trustees. Shocking, really. But at the same time not shocking given your prior unproductive criticism of Indra.

It seems this Board – ~~and perhaps Boards prior~~ <sup>has</sup> – have failed in their duties. Most Boards I know shoulder primary responsibility for essentially two things: setting broad strategic direction writ large, and hiring/ firing the CEO/ GM.

Do we have a strategic direction? No, not really. Trustees seem to be waylaid by the noisy few to the detriment of the vast majority whenever anything productive comes along. Lots of examples there, from facilities improvements, the effluent project (phew, glad we're finally underway there!), maximizing the golf venues, perhaps some beach improvements, and of course closest to my heart the Diamond Peak Master Plan. And on that note – piddling recent amounts of capital reinvestment in DP as a profitable venue/ enterprise despite failing infrastructure. All skiers have experienced the breakdowns of our 35+ year old lifts since the Board consistently diverts money to other projects.

Anyway – to the matter at hand.

A responsible Board should be excited about a GM hire. A couple of you inherited Indra, so perhaps we'll forgive you for not being excited. Either way, you inherited his contract. A Board's role isn't really just to hire and fire, though, is it? A Board's secondary responsibility includes supporting and holding accountable any CEO or GM. Support does not mean simple ra-ra for whatever Indra does – it means fundamental guidance, mentorship, constructive feedback. It means identifying areas for improvement and establishing a performance improvement plan if necessary. DID YOU DO THAT? I never heard about one.

I am open to the idea that Indra perhaps wasn't as receptive as you might have liked – but it's incumbent on each of you to make sure that he IS open to your feedback. Given the vitriol we see from both community members and from Trustees, is it any wonder that Indra perhaps didn't trust that any feedback wouldn't be constructive, objective, and supportive? What we see instead is that the community trusted Indra – yes, in part because he was in fact a nice guy. Many of us experienced great things from Indra over his 20 years of service to IVGID. He has the support of the community, but he didn't have enough of your support.

He has the community's trust. When we see him openly attacked, we just don't trust the Board.

Dr Myles Riner  
Incline Village

I believe one of the reasons why we are here today, one of the reasons why three of the Trustees have coerced Indra into leaving the GM position, is that Indra was not fully on board with the idea of eliminating the use of rec fees to subsidize the operations of some of IVGIDs major venues, like the Golf Courses. Over several months he indicated to me that he felt this was a fundamental change to the entire premise of a General Improvement District that our community, if they understood this, would not support.

When the Board first adopted the Cost Recovery Pyramid methodology, they effectively eliminated the use of subsidies to keep user fees low at these recreational venues. You acted as if a 100% cost recovery target was a preestablished element of the Pyramid method. But the creators of the Pyramid method in fact recommended that communities using their scheme go through a very detailed analysis of who benefits from these venues, including extensive feedback from the community, before setting these cost recovery targets. This is something the Board did not do when adopting these cost recovery targets.

I believe that <sup>much of</sup> ~~all~~ the hubbub surrounding the delay in adopting the proposed changes in the accounting methods, retroactive adjustments, and financial reporting you three Trustees, and your vocal perpetually aggrieved supporters, demanded, traces directly back to the misapplication of this Pyramid pricing scheme. Even the Moss Adams consultants missed the serious impact these cost recovery targets would have on our GID's financials. In addition to ignoring all the other benefits that residents besides our golfers enjoy from having these golf courses in our community, like the snowshoers, cross county skiers, sledders, and dog walkers who enjoy these courses off-season, you completely ignored the fact that every business and property owner in

Incline and Crystal Bay benefits from our courses through enhancement in business incomes and property values. Thus, the cost recovery targets for our major venues should perhaps have been set at 85% or 90% and not at 100%. The rec fees are, in fact, a good investment for all of us, and a fair way to supplement the cost of operating these venues, and allow more of our residents to afford to use them. Indra understood this, and that's one of the reasons you made his work as GM untenable.

June 23, 2023

Re: June 23, 2023 Special Meeting of the IVGID Board of Trustees

Dear IVGID BOT,

I am here today to support Indra Winquest, IVGID's General Manager and to urge the board to continue Mr. Winquest as General Manager per his contract.

Overall, Mr. Winquest is trustworthy, respectful, ethical and approachable. Over the years Mr. Winquest has demonstrated strong organizational and time management skills while managing a large team. He has excellent face-to-face communication, presentation and leadership skills; responds well to feedback; and is an excellent relationship builder.

IVGID continues to enjoy a very strong financial position and the community assets are well-managed.

Very truly yours,  
Dianne Severance  
Incline Village community member

**MEMORANDUM**

**TO:** Board of Trustees

**THROUGH:** Brad Underwood, Director of Public Works

**FROM:** Jim Youngblood, Utilities Superintendent

**SUBJECT:** Water Reservoir Coatings and Site Improvements Project (CIP Expense #2299DI1204) (Requesting Staff Member: Director of Public Works Brad Underwood)

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

**LONG RANGE PRINCIPLE #5 – ASSETS AND INFRASTRUCTURE**

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

- Maintain an asset management program leveraging technology, as appropriate by venue/division, to ensure timely and efficient asset maintenance.
- Comply with regulatory requirements, industry standards, and District policies.
- Allocate capital expenditures to maintain services and facilities.

**RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES**

Ordinance 4 - Water  
Capital Planning - Multi-Year Capital Planning Policy 12.1.0; Capital Planning - Capital Project Budgeting Policy 13.1.0; Capital Planning - Capital Expenditures Practice 13.2.0; Purchasing Policy for Public Works Contracts, Policy 21.1.0  
Board Policy 3.1.0, 0.15, Consent Calendar

**DATE:** July 12, 2023

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**I. RECOMMENDATION**

That the Board of Trustees make a motion to:

1. Award the Construction Contract for the Water Reservoir Coatings and Site Improvements Project, CIP Expense #2299DI1204, Fund: Utilities; Division: Water, Vendor: Farr Construction Company dba Resource Development Company (RDC), in the amount of \$168,400, for Schedule 1, Reservoir R5-3A and Schedule 2, Reservoir R5-3B.
2. Authorize staff to execute change orders for additional work not anticipated at this time of approximately 10% of the construction contract value, in an amount not to exceed \$16,840.
3. Authorize staff to perform construction services and inspection as required, not to exceed \$5,000.
4. Authorize the District General Manager to execute the contract with RDC in substantially the form presented.

## II. **BACKGROUND**

This project is a FY 22-23 Capital Maintenance Project under Expenses, and will re-coat the exteriors of Reservoirs R5-3A and R5-3B, located at Diamond Peak Ski Resort.

The District owns thirteen (13) potable water welded steel reservoirs (tanks) in Incline Village and Crystal Bay, which store from 170,000 to 1,000,000 gallons of water each. Tank heights range from 20 feet (ft) to 50 ft., with diameters ranging from 33 ft. to 68 ft. The first tanks were constructed in 1962, with the last one built in 1996. The tanks are coated on the outside with a green weather-resistant coating, and require recoating in order to extend their life expectancy. Public Works staff consistently patch-paints small exterior problem areas and any graffiti when observed. However, complete exterior tank painting is scheduled when patch-painting is no longer adequate, and this work is performed by an outside contractor.

In accordance with Board Policy 3.1.0, 0.15, Consent Calendar, this item is included on the Consent Calendar as it is routine business of the District and within the currently approved District budget for FY 23-24.

## III. **BID RESULTS**

Per NRS 338, staff submitted a Request for Proposals (RFP), see Attachment 1, to three (3) qualified local tank coating contractors, and received two (2) proposals on April 12, 2023. The proposals received were:

<b>Contractor</b>	<b>R5-3A: Schedule 1</b>	<b>R5-3B: Schedule 2</b>
Olympus Painting	\$103,000	\$103,000
Resource Development Company	\$101,400	\$67,000

The RFP was for the coating of both reservoirs at Diamond Peak, R5-3A:

Schedule 1 and R5-3B:Schedule 2. Staff separated these tanks into two (2) schedules within the RFP in the case that the proposals came in over our budget allocation for FY 22-23, so that at least one schedule would still be able to be awarded. The bids received for both schedules did exceed the FY 22-23 budget, see Attachment 2. PW Staff worked with the responsive low bid contractor to see if they would hold their pricing until after July 1, 2023 when the new FY 23-24 budget would be in place and staff could budget accurately for this project. RDC agreed to hold the pricing and an adequate budget for the proposed project was approved May 25, 2023.

Both tanks' exterior coatings were tested for lead paint and the analysis was included as part of the RFP, see Attachment 1. The lead test results indicated an amount of lead in the paint in 5-3A that requires lead abatement in accordance with OSHA 1926.62. R5-3B's analysis showed minimal amounts of lead which does not require the same lead abatement. In conversations with RDC after the proposals were submitted, they explained that the lead abatement process was more extensive for R5-3A than for R5-3B. Although the tanks are the same size, the difference in their proposal prices for Schedule 1 and Schedule 2 is due to the lead abatement process.

The lowest responsive bidder is RDC, who has completed several projects for the District and has completed the work satisfactorily, on time, and within budget. Staff is confident in their work and, therefore, recommends awarding both Schedule 1 and Schedule 2, recoating Reservoirs R5-3A and R5-3B, to Resource Development Company.

#### **IV. FINANCIAL IMPACT AND BUDGET**

The Water Reservoir Coatings and Site Improvements Project is a yearly reoccurring project and is included in the FY 23-24 CIP Expense Budget (CIP Expense #2299DI1204). Re-coating of Reservoirs R5-3A and R5-3B has been identified as the FY 23-24 project. The total approved FY 23-24 CIP Expense Budget CIP#2299DI1204 is \$195,000. The approved budget for FY 23-24 is attached, see Attachment 4.

#### **V. ALTERNATIVES**

Not award the contract and defer this routine maintenance of District infrastructure to a later date.

#### **VI. COMMENTS**

If awarded, a Notice to Proceed is expected to be issued on or about July 15, 2023, with work expected to be complete and ready for final payment by September 30, 2023.

District Legal Counsel has reviewed the contract and has approved it substantially to form.

#### **VII. BUSINESS IMPACT/BENEFIT**



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

The correct coating maintenance plan extends the life of the District's water tanks. Without a coating maintenance plan, the life of the water tanks in the District's system would decrease and would end up significantly increasing costs to the District. This project provides the necessary maintenance of the water reservoir to extend its life expectancy and continue to provide quality water service to the District's customers.

#### **VIII. ATTACHMENTS**

1. Attachment 1 - RFP Reservoir Coating
2. Attachment 2 - Bids Received
3. Attachment 3 - IVGID Short Form Construction Contract -RDC Reservoir Re-Coating
4. Attachment 4 - Data Sheet 2299DI1204 - Water Reservoir Coatings and Site Improvements

#### **IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES**

1. Award the Construction Contract for the Water Reservoir Coatings and Site Improvements Project, CIP Expense #2299DI1204, Fund: Utilities; Division: Water, Vendor: Farr Construction Company dba Resource Development Company (RDC), in the amount of \$168,400, for Schedule 1, Reservoir R5-3A and Schedule 2, Reservoir R5-3B.
2. Authorize staff to execute change orders for additional work not anticipated at this time of approximately 10% of the construction contract value, in an amount not to exceed \$16,840.
3. Authorize staff to perform construction services and inspection as required, not to exceed \$5,000.
4. Authorize the District General Manager to execute the contract with RDC in substantially the form presented.



**REQUEST FOR PROPOSALS**

**COATING FOR STEEL WATER STORAGE RESERVOIRS**

*IVGID Project Number 2299DI1204*

**March 20, 2023**

Prepared for:

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**

*Public Works Department*

Prepared by:

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**

*Public Works Department, Utilities Division*

1220 Sweetwater Road

Incline Village, Nevada 89451

## REQUEST FOR PROPOSAL COATING FOR STEEL WATER STORAGE RESERVOIRS

The work includes:

- Coating of exteriors of IVGID reservoirs R5-3A and R5-3B.
- Work to be completed by October 15, 2023

Lump Sum Price Proposals are to be received by the District prior to **3:00 p.m., April 12, 2023**. Proposals received after this time will not be accepted.

Proposals may be faxed to 775-832-1260, e-mailed to [rlr@ivgid.org](mailto:rlr@ivgid.org), mailed or hand-delivered to:

IVGID Public Works Department  
1220 Sweetwater Road  
Incline Village, NV 89451  
Attn: Ronnie Rector

IVGID reserves the right to reject any and all proposals, and/or to waive any irregularities or formalities in evaluating and awarding the work in accordance with Nevada Revised Statutes.

IVGID reserves the right to award any or all schedules of work that are in the best interest of the District.

All inquiries for additional information, to schedule a site visit, and clarification of this RFP should be directed to IVGID Utilities Maintenance Specialist Darel Barlow at 775-832-1399, Monday – Thursday, 7:00 a.m. – 5:30 p.m.

### **INSURANCE AND LICENSING REQUIREMENTS:**

- **Licenses.** Successful Bidder shall have a Washoe County business license, and all appropriate Contractor's licenses and certifications for the services to be performed.
- **Commercial Insurance.** Successful Bidder shall procure and maintain for the duration of the contract General Liability, Auto Liability, Workers' Compensation, and Professional Liability Insurance (if applicable) coverages as required. IVGID shall receive Certificates of Coverage listing the District as an Additional Insured. Property Liability Insurance coverage is not required; the District maintains Course of Construction Liability as part of its overall insurance coverage program. The cost of any required insurance shall be included in the proposal.

## PROTECTIVE COATINGS

### ARTICLE 1 - GENERAL

#### 1.01 PURPOSE

The purpose of this specification is to establish methods, materials, standard, and procedures for potable water tank painting.

#### 1.02 SCOPE OF WORK

- A. The CONTRACTOR shall furnish all supervision, labor, tools, materials, equipment, scaffolding, and incidentals required to provide a protective coating system for the surfaces listed herein and not otherwise excluded. Work to be accomplished includes field application of protective paints to exterior surfaces, including surface preparation, handling of hazardous wastes, supply of inspection instruments, and other work necessary to accomplish the approved end result of totally protected and usable structures, including all attachments, accessories and appurtenances, generally as follows:
1. Remove all paint by Method
  2. Apply the steel prime coat over all bare steel surfaces.
  3. Apply the intermediate and finish coats to all steel surfaces.
  4. Work is on the exterior of the reservoirs only.
- B. If severely corroded or damaged steel is discovered during the course of cleaning or painting operations, repair of severely corroded or damaged areas and other mechanical repairs may be required during project.
1. The CONTRACTOR shall allow the OWNER access to make repairs while the existing paints are being removed. The OWNER reserves the option to repair with:
    - a. District employees
    - b. A separate contractor
    - c. Any combination of the above
  2. A time extension will be issued should repairs preclude cleaning and/or paint application. Preparation work shall continue while repairs are being made. The time extension will assume the CONTRACTOR will be able to remobilize and begin painting within two weeks of notification. No additional time will be granted to permit the CONTRACTOR to complete other projects prior to this project.

- C. The following items will not be painted:
1. Any code-required labels, such as Underwriters' Laboratories and Factory Mutual, or any equipment identification, performance rating, name, or nomenclature plates
  2. Any moving parts of operating units, mechanical, and electrical parts, such as valve and damper operators, linkages, sinkages, sensing devices, motor and fan shafts, unless otherwise indicated
  3. Aluminum handrails, walkways, windows, louvers, and grating
  4. Stainless steel angles, tube, pipe, etc.
  5. Products with polished chrome, aluminum, nickel, or stainless steel finish
  6. Flexible couplings, lubricated bearing surfaces, insulation, and metal and plastic pipe interiors
  7. Plastic switch plates and receptacle plates
  8. Signs and nameplates
  9. Finish hardware

CI. Permits, etc. The CONTRACTOR will obtain, at its own expense, all permits, licenses, and inspections, and shall comply with all laws, codes, ordinances, rules and regulations promulgated by authorities having jurisdiction which may bear on the work, including Federal Public Law 91-596 Occupational Safety and Health Act of 1970. Abrasives shall meet the requirements of the Washoe County Department of Health, Air Quality Division. The CONTRACTOR is responsible for obtaining an air quality permit from the Washoe County Department of Health, Air Quality Division and any other permits that may be required to perform the work.

CII. Lead Remediation.

1. *Contractor's Responsibility:* The CONTRACTOR will be responsible for all necessary means and methods to contain painted blast residue. The CONTRACTOR shall be responsible for storage, transport and final disposal of all spent blast materials and residue in accordance with local, State and Federal regulations. The CONTRACTOR shall plug vents and take other such measures as are required while blasting and vacuuming tanks to prevent migration of blasted paint and blast residue, etc. into the environment. CONTRACTOR shall supply copies of documents to OWNER verifying proper handling, testing and disposal of lead based paint debris.
2. See Lead Paint Analysis Report. Laboratory Job #38302 (EPA 3050B/ EPA 7420)(Attachment B).

CIII. Work is on two water reservoirs:

1. **Schedule 1:** Reservoir 5-3A: 38' diameter x 30' high ~ approximately 250,000 gallons' capacity. Located at 1210 Ski Way.
2. **Schedule 2:** Reservoir 5-3B: 38' diameter x 30' high ~ approximately 250,000 gallons' capacity. Located at 1210 Ski Way.

**1.03 REFERENCE SPECIFICATIONS AND STANDARDS**

- A. Without limiting the general aspects or other requirements of this specification, work and equipment shall conform to applicable requirements of municipal, state, and federal codes, laws, and ordinances governing the work, Steel Structures Painting Council, American Water Works Association, Society of Protective Coatings, and manufacturer's printed instructions, subject to Owner's approval.
- B. The Owner's decision shall be final as to interpretation and/or conflict between any of the referenced codes, laws, ordinances, specifications, and standards contained herein.
- C. All paint systems shall be approved by the National Sanitation Foundation.

**1.04 CONTRACTOR**

- A. The CONTRACTOR shall be a licensed Painting Contractor in the State of Nevada. Contractor shall have a minimum of five (5) years (recent) practical experience and successful history in the application of similar products to surfaces of steel water storage tanks.
- B. Work shall be performed by SSPC QP1 certified Contractor.
- C. Painting shall be accomplished by experienced painters specializing in industrial painting familiar with all aspects of surface preparations and applications required for this project. Work shall be done in a safe and workmanlike manner and in strict accordance with manufacturer's printed instructions.
- D. Shall be responsible to comply with all applicable Laws and Regulations including but not limited to OSHA 1926.62 Lead in Construction Standard, Lead shall be removed ( when required to perform the work specified ) handled and disposed of per all applicable Laws and Regulations. Worker exposure monitoring when required shall be the responsibility of the **CONTRACTOR**

\*\*Lead paint is present in the existing coatings. See attached report Laboratory Job #383032

<b>Tank Name</b>	<b>Interior Coating</b>	<b>Exterior</b>
<b>R5-3A North</b>	N/A	Yes
<b>R5-3B South</b>	N/A	Yes

**1.05 DEFINITIONS**

- A. "Paint" as used herein means all coating systems and materials, including primers, emulsions, enamels, sealers and fillers, and other applied materials, whether used as prime, intermediate, or finish coats.
- B. Owner as used herein means, the Owner or Owner designate person of responsibility.

## **1.06 HOURS OF WORK**

- A. The Contractor's activities shall be confined to between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding Federal, State, or Local holidays. Deviation from these hours will not be permitted without the prior consent of the OWNER, except in emergencies involving immediate hazard to persons or property.
- B. In the event of either a requested or emergency deviation, inspection service fees will be charged against the CONTRACTOR. The service fees will be calculated at overtime rates, including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the CONTRACTOR.
- C. Inspections requested by or made necessary as a result of actions by the CONTRACTOR on Saturdays, Sundays, or holidays must be scheduled and approved by the OWNER and paid for by the CONTRACTOR at the prevailing rate for overtime or holiday work.

## **1.07 PRE-JOB CONFERENCE**

- A. Approximately one week prior to start of project, a Pre-Job Conference shall be scheduled between representatives of the OWNER and CONTRACTOR. The sequence of work will be discussed and will be mutually agreed upon to assure that the work is accomplished and completed as stated in the Contract, and to allow for inspection and operations flexibility by OWNER. A list of labor, material, and equipment rates for additional work will be established and maintained throughout the project. The CONTRACTOR shall furnish a complete set of submittal data for use and approval by the Owner.

## **1.08 QUALITY ASSURANCE -- GENERAL**

- A. General. Quality assurance procedures and practices shall be utilized to monitor all phases of surface preparation, application, and inspection throughout the duration of the project. Procedures or practices not specifically defined herein may be utilized, provided they meet recognized and acceptable professional standards and are approved by the OWNER.
- B. All materials furnished and all work accomplished under the Contract shall be subject to inspection by the OWNER. The CONTRACTOR shall be held strictly to the true intent of the Specifications in regard to quality of materials, workmanship, and diligent execution of the Contract.
- C. Work accomplished in the absence of prescribed inspection may be required to be removed and replaced under the proper inspection, and the entire cost of removal and replacement, including the cost of all materials which may be furnished by the OWNER and used in the work thus removed, shall be borne by the CONTRACTOR, regardless of whether the work removed is found to be defective or not. Work covered up without the authority of the OWNER, shall, upon order of the OWNER, be uncovered to the extent required, and the CONTRACTOR shall similarly bear the entire cost of accomplishing all the work and furnishing all the materials necessary for the removal of the covering and its subsequent replacement, as directed and approved by the OWNER.

- D. Except as otherwise provided herein, the OWNER will pay the cost of inspection.
- E. The OWNER will make, or have made, such tests as he deems necessary to assure the work is being accomplished in accordance with the requirements of the Contract. Unless otherwise specified in the Special Conditions, the cost of such testing will be borne by the OWNER. In the event such tests reveal non-compliance with the requirements of the Contract, the CONTRACTOR shall bear the cost of such corrective measures deemed necessary by the OWNER, as well as the cost of subsequent retesting. It is understood and agreed that the making of tests shall not constitute an acceptance of any portion of the work, nor relieve the CONTRACTOR from compliance with the terms of the Contract.
1. *The OWNER'S retention of independent inspection services shall not relieve the CONTRACTOR from maintaining in-house quality control records and implementing proper Quality Control procedures. The CONTRACTOR'S documentation shall be reviewable by the OWNER at any time during project completion and must be kept completely up to date.*
  2. Surface Preparation. Surface preparation will be based upon comparison with: "Pictorial Surface Preparation Standards for Painting Steel Surfaces," SSPC-Vis 1, ASTM Designation D2200, SSPC-SP10 Blast cleaning to near-white metal cleanliness, until at least ninety-five percent of each element of surface area is free of all visible oil, grease, dust, dirt, mill scale, rust, coatings, oxides, corrosion products and other foreign matter when viewed without magnification.
  3. NACE Standard TM-01-70. All surfaces to be power washed at 3,000 psi minimum,. Blast cleaning to near-white metal cleanliness, until at least ninety-five percent of each element of surface area is free of all visible residues.
- F. Water used for pressure washing and general wash down will be provided to Contractor at 1220 Sweetwater Road. Temperature and dew point requirements herein shall apply to all surface preparation operations, except low- and high-temperature limits shall be based on the manufacturer's recommendations.
- G. Application Conditions. No coating or paint shall be applied:
1. When the surrounding air temperature or the temperature of the surface to be coated is outside the manufacturer's recommended temperature range.
  2. To wet or damp surfaces or in rain, snow, fog, or mist.
  3. When the temperature is less than 5°F above the dew point.
  4. When it is expected the air temperature will drop below the manufacturer's recommended temperature for epoxy coating or less than 5°F above the dew point within eight (8) hours after application of coating or paint.
  5. When there is dust present in the air or on the exterior tank surface.



- H. CONTRACTOR shall measure dew point by use of an instrument, such as a Sling Psychrometer in conjunction with the U.S. Department of Commerce Weather Bureau Psychrometric Tables, or equivalent.
- I. If the above conditions are prevalent, coating or paint application shall be delayed or postponed until conditions are favorable. The day's coating or paint application shall be completed in time to permit the film sufficient drying time prior to damage by atmospheric conditions. The CONTRACTOR shall keep a record of all-weather observations and submit them to the OWNER. Observations shall be taken at least three (3) times per day.
- J. Application Precautions. The CONTRACTOR shall conduct all operations so as to confine abrasive blasting debris and paint over-spray to within the bounds of the site. The CONTRACTOR shall take all precautions necessary to prevent adverse off-site consequences of painting operations, and shall submit at the Pre-Job Conference a procedure for over-spray prevention. Any complaints received by the OWNER relating to any such potential off-site problems will be immediately delivered to the CONTRACTOR. The CONTRACTOR shall immediately halt application work and shall take whatever corrective action is required to mitigate any such problems, including changing the method of application to roll-applied if deemed necessary by the OWNER. Any change in procedures in this regard will not be considered an "extra." The CONTRACTOR shall make known to itself the job-site area and potential paint application problems regarding adjacent properties. All costs associated with protection of off-site properties and/or correction of damage to property as a result of application operations shall be borne directly by the CONTRACTOR at no additional expense to the OWNER.
  - 1. OWNER approval of CONTRACTOR's over-spray prevention procedures and presence on project site does not free CONTRACTOR from responsibility for over-spray. Daily approval of procedures may be required prior to start of spray operations.
- K. Thickness and Holiday Checking. Thickness of paints shall be checked with a non-destructive, magnetic-type thickness gauge, such as a Nordson-Mikrotest dry mil thickness gauge. An instrument such as a Tooke gauge should be used if a destructive tester is deemed necessary. All defects shall be marked, repaired in accordance with the manufacturer's printed recommendations, and re-tested. No irregularities will be permitted.
- L. Inspection Devices. CONTRACTOR shall furnish, until final acceptance of coating and painting, inspection devices, and related materials such as the wetting agent for holiday testing, in good working condition for detection of holidays, measurement of dry-film thickness of coatings and paints, sling psychrometer, and anchor profile gauge as directed by the OWNER. They shall also furnish U.S. Department of Commerce, National Bureau of Standards certified thickness calibration plates to test accuracy of thickness gauges. Dry film thickness gauges and holiday detectors shall be available at all times until final acceptance of application. Inspection devices shall be operated by or in the presence of the OWNER with location and frequency basis determined by the OWNER. The OWNER is not precluded from furnishing his own inspection

devices and rendering decisions based solely upon their tests. Also include scaffolding, ladders and scissor lifts.

- M. Acceptable Inspection Devices. Acceptable devices for ferrous metal surfaces include but are not limited to Tinker-Razor Models AP and AP-W holiday detectors and "Inspector" or "Positest" units for dry film thickness gauging. Inspection devices shall be operated in accordance with the manufacturer's instructions.
- N. Warranty Inspection. Warranty inspection shall be conducted before the twelve (12<sup>th</sup>) month following completion of all work and filing of the Notice of Completion. Personnel present at the Pre-Job Conference should also be present at this inspection. All defective work shall be repaired in strict accordance with this specification and to the satisfaction of the OWNER.
1. *Notification:* The OWNER shall establish the date for the inspection, and shall notify the CONTRACTOR at least 30 days in advance.
  2. *Inspection:* The entire exterior paint systems shall be visually inspected as specified in 1.08, Quality Assurance. All defective paint as well as damaged or rusting spots shall be satisfactorily repaired by and at the sole expense of the CONTRACTOR. All repaired areas shall then be electrically tested as specified in the above-mentioned section, and repair/electrical testing procedure repeated until the surface is acceptable to the OWNER.
  3. *Inspection Report:* The OWNER shall prepare and deliver to the CONTRACTOR an inspection report covering the inspection, setting forth the number and type of failures observed, the percentage of the surface area where failure has occurred, and the names of the persons making the inspection.
  4. *Schedule:* Upon completion of inspection and receipt of Inspection Report as noted herein, OWNER shall establish a date for CONTRACTOR to proceed with remedial work. Any delay on the part of the CONTRACTOR to meet the schedule established by the OWNER shall constitute breach of this Contract, and OWNER may proceed to have defects remedied as outlined under General Provisions.
  5. *Remedial Work:* Any location where paint has peeled, bubbled, or cracked, and any location where rusting is evident shall be considered to be a failure of the system. The CONTRACTOR shall make repairs at all points where failures are observed by removing the deteriorated paint, cleaning the surface, and reapplying the same system. If the area of failure exceeds 25 percent of a specific painted surface, the entire applied system may be required to be removed and reapplied in accordance with the original specification.
  6. *Costs:* All noted costs for CONTRACTOR's inspection and all costs for repair shall be borne by the CONTRACTOR. In figuring his bid, the CONTRACTOR shall include an appropriate amount for testing and repair, as no additional allowance will be paid by the OWNER for said inspection and repair.

- O. All methods of exterior surface preparation shall conform to the applicable provisions of the Steel Structures Painting Council specifications. No visible rust shall be over-coated under any circumstances, regardless of the elapsed time between blasting and coating. Any steel that has rusted or changed color after cleaning shall be re-blasted in accordance with these specifications.
- P. The CONTRACTOR shall provide, at his own expense, all necessary power required for his operations under this contract.

## 1.09 SAFETY AND HEALTH REQUIREMENTS

- A. General. Ventilation, electrical grounding, and care in handling paints, solvents and equipment are important safety precautions during painting projects. CONTRACTOR shall conform with safety requirements set forth by regulatory agencies applicable to the construction industry and manufacturer's printed instructions and appropriate technical bulletins and manuals. The CONTRACTOR shall provide and require use of personal protective life-saving equipment for persons working in or about the project site.
- B. Access Facilities. All ladders, scaffolding, and rigging shall be designed for their intended uses. Ladders and scaffolding shall be erected where requested by OWNER to facilitate inspection and be removed by the CONTRACTOR to locations requested by the OWNER.
- C. Ventilation. Where ventilation is used to control hazardous exposure, all equipment shall be explosion-proof, of industrial design, and shall be approved by the OWNER. Household-type venting equipment will not be acceptable. Ventilation shall reduce the concentration of air contaminant to the degree that a hazard does not exist by ducting the air, vapors, etc. Forced air induction during blast cleaning and coating application operations is mandatory.
- D. Head and Face Protection and Respiratory Devices. Equipment shall include protective helmets, which shall be worn by all persons while in the vicinity of the work. During cleaning operations, nozzle men shall wear U.S. Bureau of Mines approved air-supplied helmets; other persons who are exposed to blasting dust shall wear approved filter-type respirators and safety goggles. When paints are applied in confined areas, all persons exposed to toxic vapors shall wear approved air-supplied masks. Barrier creams shall be used on any exposed areas of skin.
- E. Grounding. Spray and air hoses shall be grounded to prevent accumulation of charges of static electricity.
- F. Illumination. Spark-proof artificial lighting shall be provided for all work in contained spaces. Light bulbs shall be guarded to prevent breakage. Lighting fixtures and flexible cords shall comply with the requirements of NFPA 70 "National Electric Code" for the atmosphere in which they will be used. Whenever required by OWNER, the CONTRACTOR shall provide additional illumination and necessary supports to cover all areas to be inspected. The level of illumination for inspection purposes shall be determined by the OWNER.

- G. Toxicity and Explosiveness. The solvents used with specified protective coatings are explosive at low concentrations and are highly toxic. Because of toxicity, the maximum allowable concentration of vapor shall be kept below the maximum safe concentration for an eight-hour exposure, plus Lower Explosive Limit (LEL) must be strictly adhered to. If coatings or paints contain lead or other hazardous materials, all regulations related to safety of personnel and handling of such materials shall be strictly adhered to.
- H. Protective Clothing. Paint materials may be irritating to the skin and eyes. When handling and mixing paints, workmen shall wear gloves and eye shields.
- I. Fire. During mixing and application of all materials, all flames, welding, and smoking shall be prohibited in the vicinity. Appropriate type fire abatement devices shall be provided by CONTRACTOR, and be readily available at the job site during all operations.
- J. Sound Levels. Whenever the occupational noise exposure exceeds the maximum allowable sound levels, the CONTRACTOR shall provide and require the use of approved ear protective devices.
  - 1. General sound levels for the project shall be those which will not affect routine facility or neighborhood activities. Whenever levels are objectionable, they shall be adjusted as directed by the OWNER.

#### **1.10 SUBMITTALS**

- A. Submittals shall include manufacturer's data and samples as indicated below, and shall be prepared and submitted in time to provide adequate review by the OWNER. Copies of all manufacturer's instructions and recommendations shall be furnished to the OWNER.
- B. Samples -- Painting.
  - 1. Paint colors will be selected by the OWNER. Compliance with all other requirements is the exclusive responsibility of the CONTRACTOR.
  - 2. Samples of each finish and color shall be submitted to the OWNER for approval before any work is started.
  - 3. Samples shall be prepared so that an area of each sample indicates the appearance of the various coats. For example, where three-coat work is specified, the sample shall be divided into three graduated areas: one showing the application of one coat only; one showing the application of two coats; and one showing the application of all three coats.
  - 4. Such samples, when approved in writing, shall constitute a standard as to color and finish only for acceptance or rejection of the finish work.
  - 5. For piping, valves, equipment, and miscellaneous metal work, provide sample chips or color charts of all paint selected, showing color, finish, and general characteristics.
  - 6. Rejected samples shall be resubmitted until approved.

## 1.11 DELIVERY, HANDLING, AND STORAGE

- A. Deliver all materials to the job site in original, unopened packages and containers bearing manufacturer's name and label. Packages shall not be opened until they are inspected by the OWNER and required for use.
  - 1. Provide labels on each container with the following information:
  - 2. Name or title of material
  - 3. Federal Specification number, if applicable
  - 4. Manufacturer's stock number and color
  - 5. Manufacturer's name, batch number, specification number
  - 6. Generic type
  - 7. Contents by volume for major pigment and vehicle constituents
  - 8. Application instructions
  - 9. Color name and number
  - 10. Date of manufacture and expiration date
- B. Containers shall be clearly marked to indicate any hazards connected with the use of the paint and steps which should be taken to prevent injury to those handling the product.
- C. All containers shall be handled and stored in such a manner as to prevent damage or loss of labels or containers. All painting materials shall be stored in a clean, dry, well-ventilated place, protected from sparks, flame, direct rays of the sun, or from excessive heat. The CONTRACTOR shall be solely responsible for the protection of the materials stored by himself at the job site.
- D. The OWNER shall designate areas for storage and mixing of all painting materials. The CONTRACTOR shall comply with the requirements of all pertinent codes and local fire regulations. Proper containers shall be provided by the CONTRACTOR and used for painting wastes. No plumbing fixtures shall be used for this purpose. Empty coating cans shall be neatly stacked and removed from the job site as required by applicable codes.
- E. Used rags shall be removed from the job site daily, and every precaution taken against spontaneous combustion.

## ARTICLE 2 - PRODUCTS

### 2.01 GENERAL

- A. Materials specified are those which have been evaluated for the specific service. Standard products of manufacturers other than those specified will be accepted when it is proved to the satisfaction of the OWNER that they are equal in composition, durability, usefulness, and convenience for the purpose intended. Substitutions will be considered, provided the following minimum conditions are met:
1. The proposed coating or paint system shall employ coatings or paints of the same manufacturer.
  2. All requests for substitution shall carry full descriptive literature and directions for application along with complete information on generic type, non-volatile content by volume, and a list of five (5) similar projects -- all at least three (3) years old -- where the coatings or paints have been applied to similar exposure.
- B. All material shall be brought to the job site in the original sealed containers. They shall not be opened or used until OWNER has physically inspected the contents and obtained the necessary data from information printed on containers or labels. Materials exceeding storage life recommended by the manufacturer shall be rejected.
- C. Flammability, toxicity, allergenic properties, and any other characteristic requiring field precautions shall be identified, and specific safety practices shall be stipulated by the manufacturer and followed by the CONTRACTOR.
- D. All coating, paint, and disinfection materials shall be stored to protect them from weather and excessive heat or cold. Flammable coatings and paints must be stored to conform with city, county, state, and federal safety codes for flammable coating and paint materials. At all times, coatings and paints shall be protected from freezing.
- E. CONTRACTOR shall use products of same manufacturer for all coats.

### 2.02 EXTERIOR PAINT MATERIALS

- A. Paint materials shall be provided by the CONTRACTOR for painting the exteriors.
1. Three Coats: Sherwin-Williams Kem Kromic B50AZ6 Universal Metal Primer or equal, with a dry film thickness of 3.0 to 4.0 mils.
  2. First Coat: Sherwin-Williams Macopoxy 646 FC, B56W610/B58V600 or equal, with a dry film thickness of 3.0 to 4.0 mils. Color to be selected by OWNER.
  3. Second Coat: Sherwin-Williams HI-SOLIDS POLYURETHANE, B65-300/B60V30 or equal, with a dry film thickness of 3.0 mil to 4.0 mils. Color: Sherwin Williams SW4024 Enviro Green Selected by OWNER.
  4. System minimum 9.0 mils DFT, 12.0 mils DFT maximum

## ARTICLE 3 - EXECUTION

### 3.01 GENERAL

- A. All surface preparation and paint application shall conform to applicable standards of the Steel Structures Painting Council, the Incline Village General Improvement District, and the manufacturer's printed instructions. Material applied prior to approval of the surface, by the OWNER, shall be removed and reapplied to the satisfaction of the OWNER at the expense of the CONTRACTOR.
- B. All work shall be accomplished by skilled craftsmen qualified to accomplish the required work in a manner comparable with the best standards of practice. Continuity of personnel shall be maintained and transfers of key personnel shall be coordinated with the OWNER.
- C. The CONTRACTOR shall provide a supervisor to be at the work site during cleaning and application operations. The supervisor shall have the authority to sign change orders, coordinate work, and make other decisions pertaining to the fulfillment of their contract.
- D. CONTRACTOR shall provide approved sanitary facilities at reservoir site for all CONTRACTOR personnel, as no existing facilities will be available to the CONTRACTOR. Facilities shall be maintained during the project to complete standards established by OWNER, and shall be removed prior to CONTRACTOR's departure from the reservoir sites at completion of the project.
- E. Dust, dirt, oil, grease, or any foreign matter which will affect the adhesion or durability of the finish must be removed by washing with clean rags dipped in an approved commercial cleaning solution, rinsed with clean water, and wiped dry with clean rags.
- F. The CONTRACTOR's equipment shall be designed for application of materials specified, and shall be maintained in first class working condition. Compressors shall have suitable traps and filters to remove water and oils from the air. Blotter or white cloth tests shall be accomplished at each start-up period and as deemed necessary by the OWNER. CONTRACTOR's equipment shall be subject to approval of the OWNER.
  - 1. Cleanliness of compressed air supply shall be verified daily and as deemed necessary by the OWNER by directing a stream of air from the blasting or air hose onto a white blotter or cloth for twenty seconds. If oil or water appears on the blotter or cloth, all traps and separators shall be blown down until subsequent twenty-second tests show no further oil or water.
- G. Application of the first coat shall follow immediately after surface preparation and cleaning within an eight-hour working day. Any cleaned areas not receiving the first coat within an eight-hour period shall be re-cleaned prior to application of first coat.

- H. Because of the presence of moisture and possible contaminants in the atmosphere, care shall be taken to ensure that previously painted surfaces are protected or re-cleaned prior to application of subsequent coat(s). Methods of protection and re-cleaning shall be approved by the OWNER.
  - 1. Project is subject to intermittent shutdown if, in the opinion of the OWNER, cleaning and application operations are creating a localized condition detrimental to ongoing facility activities, personnel, or adjacent property.
  - 2. In the event of emergency shutdown by the OWNER, CONTRACTOR shall immediately correct deficiencies. All additional costs created by shutdown shall be borne by CONTRACTOR.
- I. The CONTRACTOR shall provide, at his own expense, all necessary power required for his operations under the Contract.
- J. CONTRACTOR shall tightly seal reservoir vents and other open areas to prevent intrusion of paint or other contaminants. The sealing system shall be designed to allow continuous operation of facilities or equipment, with no detrimental effects. If necessary, the sealing system shall be removed at daily termination of work.

### **3.02 SURFACE PREPARATION -- General**

- A. The latest revision of the following surface preparation specifications of the Steel Structures Painting Council shall form a portion of this specification. (Note: An element of surface area is defined as any given square inch of surface.)
  - 1. *Solvent Cleaning (SSPC-SP1)*: Removal of oil, grease, soil, and other contaminants by use of solvents, emulsions, cleaning compounds, steam cleaning, or similar materials and methods, which involve a solvent or cleaning action.
  - 2. *Hand Tool Cleaning (SSPC-SP2)*: Removal of loose rust, loose mill scale, and other detrimental foreign matter present to degree specified by hand chipping, scraping, sanding, and wire brushing.
  - 3. *Power Tool Cleaning (SSPC-SP3)*: Removal of loose rust, loose mill scale, and other detrimental foreign matter present to degree specified by power wire brushing, power impact tools, or power sanders.
  - 4. *Commercial Blast Cleaning (SSPC-SP6)*: Blast cleaning until at least two-thirds of each element of surface area is free of all visible residue.
  - 5. *Brush-Off Blast Cleaning (SSPC-SP7)*: Blast cleaning to remove loose rust, loose mill scale, and other detrimental foreign matter present to the degree specified.
  - 6. *Near-White Blast Cleaning (SSPC-SP10)*: Blast cleaning to near-white metal cleanliness, until at least ninety-five percent of each element of surface area is free of all visible residues.
  - 7. *Power Tool Cleaning to Bare Metal (SSPC-SP11)*: Power tool cleaning to produce a bare metal surface and to retain or produce a surface profile of at least 1.0 mil.



8. All surfaces are to be, SSPC-SP10 Blast cleaning to near-white metal cleanliness, until at least ninety-five percent of each element of surface area is free of all visible oil, grease, dust, dirt, mill scale, rust, coatings, oxides, corrosion products and other foreign matter when viewed without magnification.
  9. Water used for pressure washing and general wash down will be provided to Contractor at 1220 Sweetwater Road.
- B. During cleaning operations, caution shall be exercised to ensure that existing paints are not exposed to abrasion from blast cleaning.
  - C. Blast cleaning from scaffolds shall only be accomplished within confines of interior perimeter of scaffold. Reaching beyond limits of perimeter will be allowed only if blast nozzle is maintained in a position which will produce a profile acceptable to the OWNER.
  - D. The CONTRACTOR shall keep the area of his work in a clean condition, and shall not permit blasting materials to accumulate as to constitute a nuisance or hazard in the execution of the work or the operation of the existing facilities. All debris shall be removed from the site by the CONTRACTOR and disposed of properly. As existing paints are assumed to contain hazardous materials, handling of waste by CONTRACTOR shall meet OSHA and all regulatory agency requirements for handling such waste. Containment of these wastes and disposal of same shall be by CONTRACTOR. See attached paint test results.
  - E. Blast cleaned and coated/painted surfaces shall be cleaned prior to application of specified paints via a combination of blowing with clean dry air, brushing/brooming and/or vacuuming, as directed by the OWNER. Air hose for blowing shall be at least one-half inch ( $\frac{1}{2}$ " ) in diameter and shall be equipped with a shut-off device.
  - F. All welds, when required, shall be neutralized with a suitable chemical compatible with the specified paint materials.
  - G. Water blast cleaning (hydro-blasting) shall be used only when and as directed by OWNER. Pressures shall be those determined by OWNER to effectively accomplish removal of loose, peeling/flaking paint or other detrimental surface contaminants.
  - H. If water is used for the cleaning process, spent water shall be contained and discharged to the OWNER's sanitary sewer system. No water shall be allowed to run off-site.

### 3.03 SURFACE PREPARATION – Exterior

Surface preparation shall be SSPC-SP10 to remove oil, grease, soil and other contaminants. Glossy areas shall be dulled by light sanding, all loose paint shall be removed and sanding dust removed. All bare areas shall be primed with a primer as recommended by the manufacturer. Treat damaged areas and overcoat existing surfaces per specification listed in Article 2 – Products, 2.02 Exterior Paint Materials.

See Attachment A for photos of existing exterior paint conditions. Acknowledge Attachment A on the Bid Form.

### 3.04 APPLICATION - General

- A. Coating and paint application shall conform to the requirements of the Steel Structures Painting Council Paint Application Specification SSPC-PA1, latest revision, for "Shop, Field, and Maintenance Painting," the manufacturer of the coating and paint materials printed literature, and as specified herein.
- B. When applying an epoxy/urethane system, surface temperatures must be a minimum of 5° above dew point during application and minimum cure time, and surface temperatures must not exceed manufacturer's recommended temperature range, and the finish coat must be applied not later than seventy-two (72) hours after application of the epoxy primer. If the anticipated overcoat time is longer than seventy-two (72) hours, then an additional "mist coat" (*2 dry mils*) of epoxy shall be applied and the epoxy overcoat window clock shall start anew.
- C. Thinning shall only be permitted as recommended by the manufacturer and approved by the OWNER, and shall not exceed limits set by applicable regulatory agencies.
- D. Each application of coating and paint shall be applied evenly, free of brush marks, sags, and runs with no evidence of poor workmanship. Care should be exercised to avoid lapping on glass or hardware. Coating and paints shall be sharply cut to lines. Finished surfaces shall be free from defects or blemishes.
- E. Protective coverings or drop cloths shall be used to protect floors, fixtures, equipment, prepared surface, and applied coatings or paints. Personnel walking tank or walking on exterior roof of tank shall take precautions to prevent damage or contamination of coated or painted surfaces or room surface. If required by OWNER, personnel shall wear soft-soled shoes or shoe coverings approved by OWNER. Care shall be exercised to prevent coating or paint from being spattered onto surfaces, which are not to be coated or painted. Surfaces from which such material cannot be removed satisfactorily shall be refinished as required to produce a finish satisfactory to the OWNER.
- F. All materials shall be applied as specified herein.
- G. All welds and irregular surfaces specified by the OWNER shall receive one brush coat of the specified product prior to application of each complete coat. Coating/paint shall be brushed in multiple directions to ensure penetration and coverage, as directed by the OWNER. These areas include, but are not limited

to, welds, roof lap seams, nuts, bolts, ends and flanges of rafters, and other areas where complete coverage of paint might not be accomplished without this special attention. Special attention shall be given to the junction of the cover dome and the top angle on cylindrical walls, and to the joints between plates in the dome.

- H. At the conclusion of each day's cleaning and painting operations, a six-inch (6") wide strip of cleaned substrate shall remain unpainted to facilitate locating point of origin for successive day's cleaning operations.
- I. All attachments, accessories, and appurtenances shall be prepared and coated/painted/finished in the same manner as specified for adjoining tank sections.
- J. Epoxy primed surfaces or other multi-component materials exposed to excessive sunlight or an excessive time interval, beyond manufacturer's recommended recoat cycle, shall be scarified by Brush-Off Blast Cleaning (SSPC-SP7) or methods approved by Engineer, prior to application of additional coating or paint. Scarified coating shall have sufficient depth to assure a mechanical bond subsequent coat.

### **3.05 FIELD APPLICATION – Exterior, Including Appurtenances**

- A. All painted/primed surfaces shall be clean, dry, and show no evidence of oxidation, after which all inorganic zinc or epoxy primed surfaces shall receive intermediate and finish coats specified under 2.02.
  - 1. All surfaces are to be power washed at 3,000 psi minimum, sweep blasted, lightly sanded and/or scuffed. All peeling and/or rusted surfaces shall be cleaned to a SSPC-SP10. Water used for pressure washing and general wash down will be provided at no cost to the Contractor, to be obtained at 1220 Sweetwater Road.

### **3.06 QUALITY CONTROL -- Exterior**

- A. All epoxy coating components shall be mixed in exact proportions specified by the manufacturer. Care shall be exercised to ensure that all material is removed from containers during mixing and metering operations.
- B. All coatings shall be thoroughly mixed, using an approved slow-speed power mixer until all components are thoroughly combined and are of a smooth consistency. Coatings shall not be applied beyond pot-life limits or re-coat cycles specified by manufacturer.
- C. Thinners shall be added to coating materials only as required in accordance with manufacturer's printed literature and in the presence of the OWNER. Quantities of thinner shall not exceed limits set by applicable regulatory agencies.
- D. Application shall be by airless spray method, except as otherwise specified. Drying time between coats shall be strictly observed as stated in manufacturer's printed instructions and as directed by the OWNER.

- E. When two or more coats are specified, where possible, each coat shall contain sufficient approved color additive as an indicator of coverage, or the coats must be of contrasting color (i.e., white/buff/white).
- F. Care shall be exercised during spray operations to hold the spray nozzle perpendicular and sufficiently close to surfaces being coated to avoid excessive evaporation of volatile constituents and loss of material into the air or the bridging of cracks and crevices. Reaching beyond the limits of scaffold perimeter will not be permitted, and shall be basis for a Stop Work Order issued by the OWNER. All over-spray shall be removed as directed by the OWNER.
- G. Upon completion of coating operations, after curing intervals in accordance with manufacturer's recommendations, holiday detection shall be accomplished. Access scaffolding and manpower to move scaffolding as required by the OWNER shall be provided by the CONTRACTOR in order to perform all testing. Repair and retesting shall be accomplished as specified under "QUALITY ASSURANCE."
- H. All mixing, thinning, application, and holiday detection of coatings shall be accomplished in the presence of the OWNER.
- I. Manufacturer's recommended curing times and conditions shall be followed to achieve final curing.

### **3.07 FIELD APPLICATION -- Exposed Exterior Surfaces**

- A. All materials shall be applied according to manufacturer's recommendations and as specified.

### **3.08 FINISHES**

- A. Pigmented (Opaque) Finishes. Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
- B. Complete Work. Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not in compliance with specific requirements.

### **3.09 CLEANUP**

- A. Upon completion of the work, all staging, scaffolding, and containers shall be removed from the site or destroyed in a manner approved by the OWNER. Coating spots upon adjacent surfaces shall be removed and the entire job site cleaned. All damage to surfaces resulting from the work of this section shall be cleaned, repaired, or refinished to the complete satisfaction of the OWNER at no cost to the OWNER.
- B. Cleaning. All paint brushed, spattered, spilled, or splashed on any surface not specified to be painted shall be removed ASAP and/or at OWNERS direction.

- C. CONTRACTOR shall be solely responsible for all paint over-spray or dust fallout claims.

### **3.10 OMISSIONS**

Care has been taken to delineate herein those surfaces to be coated. However, if coating requirements have been inadvertently omitted from this section or any other section of the specifications, it is intended that all metal surfaces, unless specifically exempted herein, shall receive a first-class protective coating equal to that given the same type surface pursuant to these specifications.

### **End of Protective Coatings Requirements**

**PROPOSAL FORM**

**Prices to include all labor, materials and incidentals.**

IVGID reserves the right to reject any and all proposals, and/or to waive any irregularities or formalities in evaluating and awarding the work in accordance with Nevada Revised Statutes. IVGID reserves the right to award any or all schedules of work that is in the best interest of IVGID.

<b>Bid Item</b>	<b>Bid Price</b>
<b>Schedule 1, In Numbers:</b>	\$
<b>Schedule 2, In Numbers:</b>	\$
<b>Total Bid, all Schedules, In Numbers:</b>	\$
<b>Total Bid, All Schedules, In Words:</b>	

Signature of Bidder: \_\_\_\_\_ Date: \_\_\_\_\_

Initial to Acknowledge Attachment A: \_\_\_\_\_

**PRINT OR TYPE:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, St, Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

Contractor's License #: \_\_\_\_\_

# ATTACHMENT A



**R5-3A**



**R5-3B**





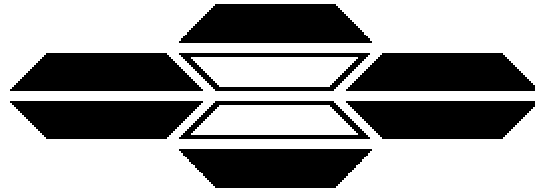
**R5-3A and B**



**R5-3A and B**

**(typical)**

# ATTACHMENT B



**ASBESTOS TEM LABORATORIES, INC.**

**ATEM SOP-AA-01**  
**(EPA 3050B/EPA 7420)**

**Lead Paint Analysis Report**

**Laboratory Job # 383032**

3431 Ettie St.  
Oakland, CA 94608  
(510) 704-8930  
FAX (510) 704-8429



ASBESTOS TEM LABORATORIES, INC



LAB # 101754  
California DPH  
ELAP ID #1866

Mar/16/2023

Darel Barlow  
Incline Village GID  
1220 Sweet Water Rd.  
Incline Village, NV 89451

RE: LABORATORY JOB # 383032  
Atomic Absorption Spectroscopy analytical results for 4 paint sample(s).  
Job Site: 1210 Ski Way  
Job No.:

Enclosed please find results for the atomic absorption spectroscopy (AA) metals analysis of one or more paint samples. Sample preparation and analysis procedures were performed according to ATEM SOP-AA-01 (EPA 3050B / EPA 7420).

Prior to analysis, samples are checked for damage and disruption of the chain-of-custody seal. Samples are then logged-in, each given a unique laboratory number, and a hard copy containing all pertinent information is generated. This, and all other relevant paper work are kept with each sample throughout the analytical procedures to assure proper analysis.

A portion of each sample is weighed out such that an aliquot of ~0.2 grams is obtained. The weighed sample material is then placed into a digestion vessel, transferred to a fume hood, heated at ~95 Deg. C, refluxed with nitric acid to solubilize the contained metals, and treated with hydrogen peroxide to oxidize any organic binder present in the sample material. High purity water is added to make a 50 ml volume for each sample.

AA analysis is performed on a microprocessor controlled Perkin Elmer AAnalyst 300 atomic absorption spectrophotometer, operating in the flame mode. Samples are diluted as needed to allow reading of concentrations in the calibration range. QC analyses are prepared and performed along with each sample batch to ensure accurate analytical determinations. Data is compiled into a standard report format and subjected to a thorough quality assurance check before the information is released to the client.

Sincerely Yours,

Laboratory Manager  
ASBESTOS TEM LABORATORIES, INC.

Note: Results for routine quality control samples run in parallel to the samples reported here were within acceptable limits.

Additional Note: Wherever possible, Asbestos TEM Laboratories highly recommends the submission of field blanks with each sample set. It is recommended to analyze field blanks collected in parallel to all samples collected in the field as a check against media contamination from the manufacturer or in the field. Sample results are not corrected for contamination based on the field blank(s) or other analytical blank(s).

Disclaimer - These results relate only to the samples tested as received and must not be reproduced, except in full, with the approval of the laboratory. Incorrect or illegible information supplied by the customer may adversely affect the validity of test results. This report must not be used to claim product endorsement by AIHA or any other agency of the U.S. Government.

**ATOMIC ABSORPTION SPECTROSCOPY  
LEAD PAINT ANALYSIS REPORT  
ATEM SOP-AA-01 (EPA 3050B / EPA 7000B)**

Contact: Darel Barlow	Samples Submitted: 4	Report No.: <b>383032</b>
Address: Incline Village GID	Samples Analyzed: 4	Date Submitted: Mar-13-23
1220 Sweet Water Rd.	Job Site / No.	Date Reported: Mar-16-23
Incline Village, NV 89451	1210 Ski Way	

SAMPLE ID	METAL	SAMPLE RESULT	REPORTING LIMIT	LOCATION / DESCRIPTION		
5-3-A Top Lab ID # 96-07654-001	Pb	<b>25000</b> mg/kg 2.500 %	<b>41</b> mg/kg 0.004 %	<u>Sampling Date</u> Mar-06-23	<u>Analysis Date</u> Mar-16-23	<u>Analyzed Weight (g)</u> 0.2465
5-3-A Body Lab ID # 96-07654-002	Pb	<b>33000</b> mg/kg 3.300 %	<b>46</b> mg/kg 0.005 %	<u>Sampling Date</u> Mar-06-23	<u>Analysis Date</u> Mar-16-23	<u>Analyzed Weight (g)</u> 0.2156
5-3-B Top Lab ID # 96-07654-003	Pb	<b>67</b> mg/kg 0.007 %	<b>48</b> mg/kg 0.005 %	<u>Sampling Date</u> Mar-06-23	<u>Analysis Date</u> Mar-16-23	<u>Analyzed Weight (g)</u> 0.2103
5-3-B Body Lab ID # 96-07654-004	Pb	< <b>53</b> mg/kg < 0.005 %	<b>53</b> mg/kg 0.005 %	<u>Sampling Date</u> Mar-06-23	<u>Analysis Date</u> Mar-16-23	<u>Analyzed Weight (g)</u> 0.1871
Lab ID #				<u>Sampling Date</u>	<u>Analysis Date</u>	<u>Analyzed Weight (g)</u>
Lab ID #				<u>Sampling Date</u>	<u>Analysis Date</u>	<u>Analyzed Weight (g)</u>
Lab ID #				<u>Sampling Date</u>	<u>Analysis Date</u>	<u>Analyzed Weight (g)</u>
Lab ID #				<u>Sampling Date</u>	<u>Analysis Date</u>	<u>Analyzed Weight (g)</u>
Lab ID #				<u>Sampling Date</u>	<u>Analysis Date</u>	<u>Analyzed Weight (g)</u>
Lab ID #				<u>Sampling Date</u>	<u>Analysis Date</u>	<u>Analyzed Weight (g)</u>

Analytical results posted above relate only to the material(s) tested.  
The sample has not been blank corrected.

µg - micrograms    1% = 10,000 ppm    1ppm = 1 mg/Kg

Lab QC Reviewer Jo Ann Huerto  
Jo Ann Huerto

Analyst Jie Zhang  
Jie Zhang



**PROPOSAL FORM**

**Prices to include all labor, materials and incidentals.**

IVGID reserves the right to reject any and all proposals, and/or to waive any irregularities or formalities in evaluating and awarding the work in accordance with Nevada Revised Statutes. IVGID reserves the right to award any or all schedules of work that is in the best interest of IVGID.

Bid Item	Bid Price
Schedule 1, In Numbers:	\$ 101,400.00
Schedule 2, In Numbers:	\$ 67,000.00
Total Bid, all Schedules, In Numbers:	\$ 168,400.00
Total Bid, All Schedules, In Words:	

ONE Hundred sixty eight thousand four hundred dollars zeroCents

Signature of Bidder:  Jeff Farr, President Date: 04/12/23

Initial to Acknowledge Attachment A: 

**PRINT OR TYPE:**

Name: Jeff Farr

Title: President

Firm Name: Farr Construction Corporation dba. Resource Development Company

Address: 1050 Linda Way

City, St, Zip: Sparks, NV 89431

Phone #: 775-356-8004

Email: jfarr@resourcedevelopmentco.com, cerb@resourcedevelopmentco.com

Contractor's License #: NV 0075026

**PROPOSAL FORM**

**Prices to include all labor, materials and incidentals.**

IVGID reserves the right to reject any and all proposals, and/or to waive any irregularities or formalities in evaluating and awarding the work in accordance with Nevada Revised Statutes. IVGID reserves the right to award any or all schedules of work that is in the best interest of IVGID.

<b>Bid Item</b>	<b>Bid Price</b>
<b>Schedule 1, In Numbers:</b>	\$ 103,000.00
<b>Schedule 2, In Numbers:</b>	\$ 103,000.00
<b>Total Bid, all Schedules, In Numbers:</b>	\$ 206,000.00
<b>Total Bid, All Schedules, In Words:</b>	
two hundred six thousand dollars and 00/100	

Signature of Bidder:  Date: 4.12.2023

Initial to Acknowledge Attachment A: L.T.

**PRINT OR TYPE:**

Name: Lazarus Tsiopos

Title: Secretary/Treasurer

Firm Name: Olympus and Associates, Inc

Address: 4855 Burge Lane

City, St, Zip: Reno, NV 89506

Phone #: 775-846-5960

Email: lyndsey1282@gmail.com

Contractor's License #: 051433



**SHORT FORM CONSTRUCTION CONTRACT  
BETWEEN INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT  
and  
FARR CONSTRUCTION CORPORATION, DBA RESOURCE  
DEVELOPMENT COMPANY  
for  
RESERVOIR RE-COATING PROJECT**

**1. PARTIES AND DATE.**

This Contract is made and entered into this 13th day of July, 2023 by and between the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT, a Nevada general improvement district (“District”) and FARR CONSTRUCTION CORPORATION, dba RESOURCE DEVELOPMENT COMPANY, a domestic corporation (“Contractor”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Contract.

**2. RECITALS.**

2.1 District. District is a general improvement district organized under the laws of the State of Nevada, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the District on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing construction services relating to re-coating the exterior of potable water reservoirs, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of Nevada, and that it is familiar with the plans of District.

2.3 Project. District desires to engage Contractor to render such services for the reservoir re-coating project (“Project”) as set forth in this Contract.

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

**3. TERMS**

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

- Original Request for Proposals, dated March 20, 2023 (Exhibit “A”), which includes services, schedule and specifications for the work.
- Contractor’s Proposal, dated April 12, 2023 (Exhibit “B”)
- General Conditions for the Work (Exhibit “C”)
- Washoe County Prevailing Wages, current edition as of October 1, 2022, including all applicable Amendments (Exhibit “D”)

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

(hereinafter sometimes referred to as the “Work”), for a Total Contract Price as specified pursuant to this Contract. All Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit “A” attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are part of the General and Supplementary Conditions contained in Exhibit “C” attached hereto and incorporated herein by this reference.

The Work is generally described as follows:

1. Schedule 1: Reservoir 5-3A: 38’ diameter x 30’ high ~ approximately 250,000 gallons’ capacity. Located at the Diamond Peak Ski Resort, 1210 Ski Way, in Incline Village, Nevada
2. Schedule 2: Reservoir 5-3B: 38’ diameter x 30’ high ~ approximately 250,000 gallons’ capacity. Located at the Diamond Peak Ski Resort, 1210 Ski Way, in Incline Village, Nevada

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

### 3.3 Period of Performance.

3.3.1 Contract Time. Contractor shall perform and complete all Work under this Contract by October 15, 2023 (“Contract Time”). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the District. Such schedules or milestones may be included as part of Exhibit “A” attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the District will suffer damage.

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

3.3.3 Liquidated Damages. Contractor and District recognize that time is of the essence, and that District will suffer financial and other losses if the Work is not completed in the Contract Time, as may be modified by mutual agreement of the parties. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by District if the Work is not completed on time. Accordingly, instead of requiring any such proof, District and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay to District five hundred dollars (\$500.00) for each working day beyond the Contract Time that the Work is not completed, without an extension of time approved by the District in writing. If District recovers liquidated damages for a delay in completion by Contractor, such liquidated damages are District's sole and exclusive remedy for such delay, and District is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Contract.

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

3.4 Standard of Performance; Performance of Employees.

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

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

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

- a. Observations by District's representative;
- b. Recommendation by District's representative or payment by District of any progress or final payment;

- c. The issuance of a certificate of substantial completion by District's representative or any payment related thereto by District;
- d. Use or occupancy of the Project or any part thereof by District;
- e. Any review and approval of a shop drawing or sample submittal or the issuance of a notice of acceptability by District's representative;
- f. Any inspection, test, or approval by others; or
- g. Any correction of defective work by District.

### 3.5 Correction Period.

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

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

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

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

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

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

3.6 District's Basic Obligation. District agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the District shall pay to Contractor, as full consideration for the satisfactory performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.7 Compensation and Payment.

3.7.1 Amount of Compensation. As consideration for performance of the Work required herein, District agrees to pay Contractor the Total Contract Price of **One Hundred Sixty-Eight Thousand Four Hundred Dollars (\$168,400.00)** ("Total Contract Price") provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the District.

3.7.2 Payment of Compensation; Retainage. On or before the fifth (5th) day of each month, Contractor shall submit to the District an itemized application for payment in the format supplied by the District indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Contract and such other documentation as the District may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the District and in such detail and form as the District shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments. Invoices shall be sent to [invoices@ivgid.org](mailto:invoices@ivgid.org), with a copy to [rlr@ivgid.org](mailto:rlr@ivgid.org).

3.7.3 Withholdings from Progress Payments. Prior to the completion of the Work, progress payments will be made in accordance with this section, but in each case, less the aggregate of payments previously made and less such amounts as District may withhold, including but not limited to liquidated damages, in accordance with the Contract. From each approved progress estimate until the Work is fifty percent (50%) complete, five percent (5%) will be deducted and retained by the District, and the remainder will be paid to Contractor. Upon completion of at least fifty percent (50%) of the Work, District may forego any further retainage from the remaining progress payments, or it may continue to retain two and one half percent (2.5%) of the value of the progress payment. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to NRS Chapter 338.

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

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

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

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

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

3.12 Dispute Resolution.

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

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

3.12.3 District and Contractor are encouraged to exchange all documents pertinent to the relief requested. The mediator may request the exchange of memorandum on all pertinent issues. The mediator does not have the authority to impose a settlement on the parties but such mediator will attempt to help District and Contractor reach a satisfactory resolution of

their dispute. Subject to the discretion of the mediator, the mediator may make oral or written recommendations for settlement to a party privately, or if the parties agree, to all parties jointly.

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

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

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

3.14 Indemnification.

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

3.14.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of District's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against District or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse District for the cost of any settlement paid by District or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for District's attorney's fees and costs, including expert witness fees. Contractor shall reimburse District and its officials, employees, agents and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to

indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, employees, agents and authorized volunteers.

### 3.15 Insurance.

3.15.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the District to terminate this Contract for cause.

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

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

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

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

3.15.3.1 General Liability. The commercial general liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation



in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Contractor to waive its right of recovery prior to a loss. Contractor hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

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

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

3.15.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its officials, employees, agents and authorized volunteers.

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

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

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

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

on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the District. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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

3.15.10 Compliance with Coverage Requirements. If at any time during the life of the Contract, any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Contractor or District will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, District may terminate this Contract for cause.

### 3.16 Bond Requirements.

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

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

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

### 3.17 Employee/Labor Certifications.

3.17.1 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

### 3.18 General Provisions.

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

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

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

without limitation, any overhead and profit on the portion of the Work that is terminated and shall not be entitled to damages or compensation of any kind or nature for termination of Work.

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

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

**CONTRACTOR:**

Resource Development Company  
1050 Linda Way  
Sparks, Nevada 89441  
775-356-8004  
Attn:

**DISTRICT:**

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

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

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

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

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

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

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

3.18.11 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working

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

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

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

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

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

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

**SIGNATURE PAGE FOR CONSTRUCTION CONTRACT  
BETWEEN FARR CONSTRUCTION COMPANY, DBA RESOURCE DEVELOPMENT  
COMPANY, AND INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**

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

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

**CONTRACTOR:  
Farr Construction Company dba Resource  
Development Company**

**Agreed to:**

**Agreed to:**

By:

By:

\_\_\_\_\_  
Mike Bandelin  
Acting District General Manager

\_\_\_\_\_  
*Signature of Authorized Agent*

\_\_\_\_\_  
*Print or Type Name and Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

**Reviewed 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 Phone

Contractor's address for giving notice:  
**FARR Construction Corporation, dba  
Resource Development Company**  
1050 Linda Way  
Sparks, Nevada 89441  
775-356-8004

**EXHIBIT "A"**

**ORIGINAL REQUEST FOR PROPOSALS DATE MARCH 20, 2023**



**REQUEST FOR PROPOSALS**

**COATING FOR STEEL WATER STORAGE RESERVOIRS**

*IVGID Project Number 2299DI1204*

**March 20, 2023**

Prepared for:

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**  
*Public Works Department*

Prepared by:

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**  
*Public Works Department, Utilities Division*  
1220 Sweetwater Road  
Incline Village, Nevada 89451



## REQUEST FOR PROPOSAL COATING FOR STEEL WATER STORAGE RESERVOIRS

The work includes:

- Coating of exteriors of IVGID reservoirs R5-3A and R5-3B.
- Work to be completed by October 15, 2023

Lump Sum Price Proposals are to be received by the District prior to **3:00 p.m., April 12, 2023**. Proposals received after this time will not be accepted.

Proposals may be faxed to 775-832-1260, e-mailed to [rlr@ivgid.org](mailto:rlr@ivgid.org), mailed or hand-delivered to:

IVGID Public Works Department  
1220 Sweetwater Road  
Incline Village, NV 89451  
Attn: Ronnie Rector

IVGID reserves the right to reject any and all proposals, and/or to waive any irregularities or formalities in evaluating and awarding the work in accordance with Nevada Revised Statutes.

IVGID reserves the right to award any or all schedules of work that are in the best interest of the District.

All inquiries for additional information, to schedule a site visit, and clarification of this RFP should be directed to IVGID Utilities Maintenance Specialist Darel Barlow at 775-832-1399, Monday – Thursday, 7:00 a.m. – 5:30 p.m.

### **INSURANCE AND LICENSING REQUIREMENTS:**

- **Licenses.** Successful Bidder shall have a Washoe County business license, and all appropriate Contractor's licenses and certifications for the services to be performed.
- **Commercial Insurance.** Successful Bidder shall procure and maintain for the duration of the contract General Liability, Auto Liability, Workers' Compensation, and Professional Liability Insurance (if applicable) coverages as required. IVGID shall receive Certificates of Coverage listing the District as an Additional Insured. Property Liability Insurance coverage is not required; the District maintains Course of Construction Liability as part of its overall insurance coverage program. The cost of any required insurance shall be included in the proposal.

## PROTECTIVE COATINGS

### ARTICLE 1 - GENERAL

#### 1.01 PURPOSE

The purpose of this specification is to establish methods, materials, standard, and procedures for potable water tank painting.

#### 1.02 SCOPE OF WORK

- A. The CONTRACTOR shall furnish all supervision, labor, tools, materials, equipment, scaffolding, and incidentals required to provide a protective coating system for the surfaces listed herein and not otherwise excluded. Work to be accomplished includes field application of protective paints to exterior surfaces, including surface preparation, handling of hazardous wastes, supply of inspection instruments, and other work necessary to accomplish the approved end result of totally protected and usable structures, including all attachments, accessories and appurtenances, generally as follows:
1. Remove all paint by Method
  2. Apply the steel prime coat over all bare steel surfaces.
  3. Apply the intermediate and finish coats to all steel surfaces.
  4. Work is on the exterior of the reservoirs only.
- B. If severely corroded or damaged steel is discovered during the course of cleaning or painting operations, repair of severely corroded or damaged areas and other mechanical repairs may be required during project.
1. The CONTRACTOR shall allow the OWNER access to make repairs while the existing paints are being removed. The OWNER reserves the option to repair with:
    - a. District employees
    - b. A separate contractor
    - c. Any combination of the above
  2. A time extension will be issued should repairs preclude cleaning and/or paint application. Preparation work shall continue while repairs are being made. The time extension will assume the CONTRACTOR will be able to remobilize and begin painting within two weeks of notification. No additional time will be granted to permit the CONTRACTOR to complete other projects prior to this project.

- C. The following items will not be painted:
1. Any code-required labels, such as Underwriters' Laboratories and Factory Mutual, or any equipment identification, performance rating, name, or nomenclature plates
  2. Any moving parts of operating units, mechanical, and electrical parts, such as valve and damper operators, linkages, sinkages, sensing devices, motor and fan shafts, unless otherwise indicated
  3. Aluminum handrails, walkways, windows, louvers, and grating
  4. Stainless steel angles, tube, pipe, etc.
  5. Products with polished chrome, aluminum, nickel, or stainless steel finish
  6. Flexible couplings, lubricated bearing surfaces, insulation, and metal and plastic pipe interiors
  7. Plastic switch plates and receptacle plates
  8. Signs and nameplates
  9. Finish hardware

CI. Permits, etc. The CONTRACTOR will obtain, at its own expense, all permits, licenses, and inspections, and shall comply with all laws, codes, ordinances, rules and regulations promulgated by authorities having jurisdiction which may bear on the work, including Federal Public Law 91-596 Occupational Safety and Health Act of 1970. Abrasives shall meet the requirements of the Washoe County Department of Health, Air Quality Division. The CONTRACTOR is responsible for obtaining an air quality permit from the Washoe County Department of Health, Air Quality Division and any other permits that may be required to perform the work.

CII. Lead Remediation.

1. *Contractor's Responsibility:* The CONTRACTOR will be responsible for all necessary means and methods to contain painted blast residue. The CONTRACTOR shall be responsible for storage, transport and final disposal of all spent blast materials and residue in accordance with local, State and Federal regulations. The CONTRACTOR shall plug vents and take other such measures as are required while blasting and vacuuming tanks to prevent migration of blasted paint and blast residue, etc. into the environment. CONTRACTOR shall supply copies of documents to OWNER verifying proper handling, testing and disposal of lead based paint debris.
2. See Lead Paint Analysis Report. Laboratory Job #38302 (EPA 3050B/ EPA 7420)(Attachment B).

CIII. Work is on two water reservoirs:

1. **Schedule 1:** Reservoir 5-3A: 38' diameter x 30' high ~ approximately 250,000 gallons' capacity. Located at 1210 Ski Way.
2. **Schedule 2:** Reservoir 5-3B: 38' diameter x 30' high ~ approximately 250,000 gallons' capacity. Located at 1210 Ski Way.

**1.03 REFERENCE SPECIFICATIONS AND STANDARDS**

- A. Without limiting the general aspects or other requirements of this specification, work and equipment shall conform to applicable requirements of municipal, state, and federal codes, laws, and ordinances governing the work, Steel Structures Painting Council, American Water Works Association, Society of Protective Coatings, and manufacturer's printed instructions, subject to Owner's approval.
- B. The Owner's decision shall be final as to interpretation and/or conflict between any of the referenced codes, laws, ordinances, specifications, and standards contained herein.
- C. All paint systems shall be approved by the National Sanitation Foundation.

**1.04 CONTRACTOR**

- A. The CONTRACTOR shall be a licensed Painting Contractor in the State of Nevada. Contractor shall have a minimum of five (5) years (recent) practical experience and successful history in the application of similar products to surfaces of steel water storage tanks.
- B. Work shall be performed by SSPC QP1 certified Contractor.
- C. Painting shall be accomplished by experienced painters specializing in industrial painting familiar with all aspects of surface preparations and applications required for this project. Work shall be done in a safe and workmanlike manner and in strict accordance with manufacturer's printed instructions.
- D. Shall be responsible to comply with all applicable Laws and Regulations including but not limited to OSHA 1926.62 Lead in Construction Standard, Lead shall be removed ( when required to perform the work specified ) handled and disposed of per all applicable Laws and Regulations. Worker exposure monitoring when required shall be the responsibility of the **CONTRACTOR**

\*\*Lead paint is present in the existing coatings. See attached report Laboratory Job #383032

<b>Tank Name</b>	<b>Interior Coating</b>	<b>Exterior</b>
<b>R5-3A North</b>	N/A	Yes
<b>R5-3B South</b>	N/A	Yes

**1.05 DEFINITIONS**

- A. "Paint" as used herein means all coating systems and materials, including primers, emulsions, enamels, sealers and fillers, and other applied materials, whether used as prime, intermediate, or finish coats.
- B. Owner as used herein means, the Owner or Owner designate person of responsibility.

## **1.06 HOURS OF WORK**

- A. The Contractor's activities shall be confined to between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding Federal, State, or Local holidays. Deviation from these hours will not be permitted without the prior consent of the OWNER, except in emergencies involving immediate hazard to persons or property.
- B. In the event of either a requested or emergency deviation, inspection service fees will be charged against the CONTRACTOR. The service fees will be calculated at overtime rates, including benefits, overhead, and travel time. The service fees will be deducted from any amounts due the CONTRACTOR.
- C. Inspections requested by or made necessary as a result of actions by the CONTRACTOR on Saturdays, Sundays, or holidays must be scheduled and approved by the OWNER and paid for by the CONTRACTOR at the prevailing rate for overtime or holiday work.

## **1.07 PRE-JOB CONFERENCE**

- A. Approximately one week prior to start of project, a Pre-Job Conference shall be scheduled between representatives of the OWNER and CONTRACTOR. The sequence of work will be discussed and will be mutually agreed upon to assure that the work is accomplished and completed as stated in the Contract, and to allow for inspection and operations flexibility by OWNER. A list of labor, material, and equipment rates for additional work will be established and maintained throughout the project. The CONTRACTOR shall furnish a complete set of submittal data for use and approval by the Owner.

## **1.08 QUALITY ASSURANCE -- GENERAL**

- A. General. Quality assurance procedures and practices shall be utilized to monitor all phases of surface preparation, application, and inspection throughout the duration of the project. Procedures or practices not specifically defined herein may be utilized, provided they meet recognized and acceptable professional standards and are approved by the OWNER.
- B. All materials furnished and all work accomplished under the Contract shall be subject to inspection by the OWNER. The CONTRACTOR shall be held strictly to the true intent of the Specifications in regard to quality of materials, workmanship, and diligent execution of the Contract.
- C. Work accomplished in the absence of prescribed inspection may be required to be removed and replaced under the proper inspection, and the entire cost of removal and replacement, including the cost of all materials which may be furnished by the OWNER and used in the work thus removed, shall be borne by the CONTRACTOR, regardless of whether the work removed is found to be defective or not. Work covered up without the authority of the OWNER, shall, upon order of the OWNER, be uncovered to the extent required, and the CONTRACTOR shall similarly bear the entire cost of accomplishing all the work and furnishing all the materials necessary for the removal of the covering and its subsequent replacement, as directed and approved by the OWNER.

- D. Except as otherwise provided herein, the OWNER will pay the cost of inspection.
- E. The OWNER will make, or have made, such tests as he deems necessary to assure the work is being accomplished in accordance with the requirements of the Contract. Unless otherwise specified in the Special Conditions, the cost of such testing will be borne by the OWNER. In the event such tests reveal non-compliance with the requirements of the Contract, the CONTRACTOR shall bear the cost of such corrective measures deemed necessary by the OWNER, as well as the cost of subsequent retesting. It is understood and agreed that the making of tests shall not constitute an acceptance of any portion of the work, nor relieve the CONTRACTOR from compliance with the terms of the Contract.
1. *The OWNER'S retention of independent inspection services shall not relieve the CONTRACTOR from maintaining in-house quality control records and implementing proper Quality Control procedures. The CONTRACTOR'S documentation shall be reviewable by the OWNER at any time during project completion and must be kept completely up to date.*
  2. Surface Preparation. Surface preparation will be based upon comparison with: "Pictorial Surface Preparation Standards for Painting Steel Surfaces," SSPC-Vis 1, ASTM Designation D2200, SSPC-SP10 Blast cleaning to near-white metal cleanliness, until at least ninety-five percent of each element of surface area is free of all visible oil, grease, dust, dirt, mill scale, rust, coatings, oxides, corrosion products and other foreign matter when viewed without magnification.
  3. NACE Standard TM-01-70. All surfaces to be power washed at 3,000 psi minimum,. Blast cleaning to near-white metal cleanliness, until at least ninety-five percent of each element of surface area is free of all visible residues.
- F. Water used for pressure washing and general wash down will be provided to Contractor at 1220 Sweetwater Road. Temperature and dew point requirements herein shall apply to all surface preparation operations, except low- and high-temperature limits shall be based on the manufacturer's recommendations.
- G. Application Conditions. No coating or paint shall be applied:
1. When the surrounding air temperature or the temperature of the surface to be coated is outside the manufacturer's recommended temperature range.
  2. To wet or damp surfaces or in rain, snow, fog, or mist.
  3. When the temperature is less than 5°F above the dew point.
  4. When it is expected the air temperature will drop below the manufacturer's recommended temperature for epoxy coating or less than 5°F above the dew point within eight (8) hours after application of coating or paint.
  5. When there is dust present in the air or on the exterior tank surface.

- H. CONTRACTOR shall measure dew point by use of an instrument, such as a Sling Psychrometer in conjunction with the U.S. Department of Commerce Weather Bureau Psychrometric Tables, or equivalent.
- I. If the above conditions are prevalent, coating or paint application shall be delayed or postponed until conditions are favorable. The day's coating or paint application shall be completed in time to permit the film sufficient drying time prior to damage by atmospheric conditions. The CONTRACTOR shall keep a record of all-weather observations and submit them to the OWNER. Observations shall be taken at least three (3) times per day.
- J. Application Precautions. The CONTRACTOR shall conduct all operations so as to confine abrasive blasting debris and paint over-spray to within the bounds of the site. The CONTRACTOR shall take all precautions necessary to prevent adverse off-site consequences of painting operations, and shall submit at the Pre-Job Conference a procedure for over-spray prevention. Any complaints received by the OWNER relating to any such potential off-site problems will be immediately delivered to the CONTRACTOR. The CONTRACTOR shall immediately halt application work and shall take whatever corrective action is required to mitigate any such problems, including changing the method of application to roll-applied if deemed necessary by the OWNER. Any change in procedures in this regard will not be considered an "extra." The CONTRACTOR shall make known to itself the job-site area and potential paint application problems regarding adjacent properties. All costs associated with protection of off-site properties and/or correction of damage to property as a result of application operations shall be borne directly by the CONTRACTOR at no additional expense to the OWNER.
1. OWNER approval of CONTRACTOR's over-spray prevention procedures and presence on project site does not free CONTRACTOR from responsibility for over-spray. Daily approval of procedures may be required prior to start of spray operations.
- K. Thickness and Holiday Checking. Thickness of paints shall be checked with a non-destructive, magnetic-type thickness gauge, such as a Nordson-Mikrotest dry mil thickness gauge. An instrument such as a Tooke gauge should be used if a destructive tester is deemed necessary. All defects shall be marked, repaired in accordance with the manufacturer's printed recommendations, and re-tested. No irregularities will be permitted.
- L. Inspection Devices. CONTRACTOR shall furnish, until final acceptance of coating and painting, inspection devices, and related materials such as the wetting agent for holiday testing, in good working condition for detection of holidays, measurement of dry-film thickness of coatings and paints, sling psychrometer, and anchor profile gauge as directed by the OWNER. They shall also furnish U.S. Department of Commerce, National Bureau of Standards certified thickness calibration plates to test accuracy of thickness gauges. Dry film thickness gauges and holiday detectors shall be available at all times until final acceptance of application. Inspection devices shall be operated by or in the presence of the OWNER with location and frequency basis determined by the OWNER. The OWNER is not precluded from furnishing his own inspection

devices and rendering decisions based solely upon their tests. Also include scaffolding, ladders and scissor lifts.

- M. Acceptable Inspection Devices. Acceptable devices for ferrous metal surfaces include but are not limited to Tinker-Razor Models AP and AP-W holiday detectors and "Inspector" or "Positest" units for dry film thickness gauging. Inspection devices shall be operated in accordance with the manufacturer's instructions.
- N. Warranty Inspection. Warranty inspection shall be conducted before the twelve (12<sup>th</sup>) month following completion of all work and filing of the Notice of Completion. Personnel present at the Pre-Job Conference should also be present at this inspection. All defective work shall be repaired in strict accordance with this specification and to the satisfaction of the OWNER.
1. *Notification:* The OWNER shall establish the date for the inspection, and shall notify the CONTRACTOR at least 30 days in advance.
  2. *Inspection:* The entire exterior paint systems shall be visually inspected as specified in 1.08, Quality Assurance. All defective paint as well as damaged or rusting spots shall be satisfactorily repaired by and at the sole expense of the CONTRACTOR. All repaired areas shall then be electrically tested as specified in the above-mentioned section, and repair/electrical testing procedure repeated until the surface is acceptable to the OWNER.
  3. *Inspection Report:* The OWNER shall prepare and deliver to the CONTRACTOR an inspection report covering the inspection, setting forth the number and type of failures observed, the percentage of the surface area where failure has occurred, and the names of the persons making the inspection.
  4. *Schedule:* Upon completion of inspection and receipt of Inspection Report as noted herein, OWNER shall establish a date for CONTRACTOR to proceed with remedial work. Any delay on the part of the CONTRACTOR to meet the schedule established by the OWNER shall constitute breach of this Contract, and OWNER may proceed to have defects remedied as outlined under General Provisions.
  5. *Remedial Work:* Any location where paint has peeled, bubbled, or cracked, and any location where rusting is evident shall be considered to be a failure of the system. The CONTRACTOR shall make repairs at all points where failures are observed by removing the deteriorated paint, cleaning the surface, and reapplying the same system. If the area of failure exceeds 25 percent of a specific painted surface, the entire applied system may be required to be removed and reapplied in accordance with the original specification.
  6. *Costs:* All noted costs for CONTRACTOR's inspection and all costs for repair shall be borne by the CONTRACTOR. In figuring his bid, the CONTRACTOR shall include an appropriate amount for testing and repair, as no additional allowance will be paid by the OWNER for said inspection and repair.



- O. All methods of exterior surface preparation shall conform to the applicable provisions of the Steel Structures Painting Council specifications. No visible rust shall be over-coated under any circumstances, regardless of the elapsed time between blasting and coating. Any steel that has rusted or changed color after cleaning shall be re-blasted in accordance with these specifications.
- P. The CONTRACTOR shall provide, at his own expense, all necessary power required for his operations under this contract.

## 1.09 SAFETY AND HEALTH REQUIREMENTS

- A. General. Ventilation, electrical grounding, and care in handling paints, solvents and equipment are important safety precautions during painting projects. CONTRACTOR shall conform with safety requirements set forth by regulatory agencies applicable to the construction industry and manufacturer's printed instructions and appropriate technical bulletins and manuals. The CONTRACTOR shall provide and require use of personal protective life-saving equipment for persons working in or about the project site.
- B. Access Facilities. All ladders, scaffolding, and rigging shall be designed for their intended uses. Ladders and scaffolding shall be erected where requested by OWNER to facilitate inspection and be removed by the CONTRACTOR to locations requested by the OWNER.
- C. Ventilation. Where ventilation is used to control hazardous exposure, all equipment shall be explosion-proof, of industrial design, and shall be approved by the OWNER. Household-type venting equipment will not be acceptable. Ventilation shall reduce the concentration of air contaminant to the degree that a hazard does not exist by ducting the air, vapors, etc. Forced air induction during blast cleaning and coating application operations is mandatory.
- D. Head and Face Protection and Respiratory Devices. Equipment shall include protective helmets, which shall be worn by all persons while in the vicinity of the work. During cleaning operations, nozzle men shall wear U.S. Bureau of Mines approved air-supplied helmets; other persons who are exposed to blasting dust shall wear approved filter-type respirators and safety goggles. When paints are applied in confined areas, all persons exposed to toxic vapors shall wear approved air-supplied masks. Barrier creams shall be used on any exposed areas of skin.
- E. Grounding. Spray and air hoses shall be grounded to prevent accumulation of charges of static electricity.
- F. Illumination. Spark-proof artificial lighting shall be provided for all work in contained spaces. Light bulbs shall be guarded to prevent breakage. Lighting fixtures and flexible cords shall comply with the requirements of NFPA 70 "National Electric Code" for the atmosphere in which they will be used. Whenever required by OWNER, the CONTRACTOR shall provide additional illumination and necessary supports to cover all areas to be inspected. The level of illumination for inspection purposes shall be determined by the OWNER.

- G. Toxicity and Explosiveness. The solvents used with specified protective coatings are explosive at low concentrations and are highly toxic. Because of toxicity, the maximum allowable concentration of vapor shall be kept below the maximum safe concentration for an eight-hour exposure, plus Lower Explosive Limit (LEL) must be strictly adhered to. If coatings or paints contain lead or other hazardous materials, all regulations related to safety of personnel and handling of such materials shall be strictly adhered to.
- H. Protective Clothing. Paint materials may be irritating to the skin and eyes. When handling and mixing paints, workmen shall wear gloves and eye shields.
- I. Fire. During mixing and application of all materials, all flames, welding, and smoking shall be prohibited in the vicinity. Appropriate type fire abatement devices shall be provided by CONTRACTOR, and be readily available at the job site during all operations.
- J. Sound Levels. Whenever the occupational noise exposure exceeds the maximum allowable sound levels, the CONTRACTOR shall provide and require the use of approved ear protective devices.
  - 1. General sound levels for the project shall be those which will not affect routine facility or neighborhood activities. Whenever levels are objectionable, they shall be adjusted as directed by the OWNER.

#### **1.10 SUBMITTALS**

- A. Submittals shall include manufacturer's data and samples as indicated below, and shall be prepared and submitted in time to provide adequate review by the OWNER. Copies of all manufacturer's instructions and recommendations shall be furnished to the OWNER.
- B. Samples -- Painting.
  - 1. Paint colors will be selected by the OWNER. Compliance with all other requirements is the exclusive responsibility of the CONTRACTOR.
  - 2. Samples of each finish and color shall be submitted to the OWNER for approval before any work is started.
  - 3. Samples shall be prepared so that an area of each sample indicates the appearance of the various coats. For example, where three-coat work is specified, the sample shall be divided into three graduated areas: one showing the application of one coat only; one showing the application of two coats; and one showing the application of all three coats.
  - 4. Such samples, when approved in writing, shall constitute a standard as to color and finish only for acceptance or rejection of the finish work.
  - 5. For piping, valves, equipment, and miscellaneous metal work, provide sample chips or color charts of all paint selected, showing color, finish, and general characteristics.
  - 6. Rejected samples shall be resubmitted until approved.

## 1.11 DELIVERY, HANDLING, AND STORAGE

- A. Deliver all materials to the job site in original, unopened packages and containers bearing manufacturer's name and label. Packages shall not be opened until they are inspected by the OWNER and required for use.
  - 1. Provide labels on each container with the following information:
  - 2. Name or title of material
  - 3. Federal Specification number, if applicable
  - 4. Manufacturer's stock number and color
  - 5. Manufacturer's name, batch number, specification number
  - 6. Generic type
  - 7. Contents by volume for major pigment and vehicle constituents
  - 8. Application instructions
  - 9. Color name and number
  - 10. Date of manufacture and expiration date
- B. Containers shall be clearly marked to indicate any hazards connected with the use of the paint and steps which should be taken to prevent injury to those handling the product.
- C. All containers shall be handled and stored in such a manner as to prevent damage or loss of labels or containers. All painting materials shall be stored in a clean, dry, well-ventilated place, protected from sparks, flame, direct rays of the sun, or from excessive heat. The CONTRACTOR shall be solely responsible for the protection of the materials stored by himself at the job site.
- D. The OWNER shall designate areas for storage and mixing of all painting materials. The CONTRACTOR shall comply with the requirements of all pertinent codes and local fire regulations. Proper containers shall be provided by the CONTRACTOR and used for painting wastes. No plumbing fixtures shall be used for this purpose. Empty coating cans shall be neatly stacked and removed from the job site as required by applicable codes.
- E. Used rags shall be removed from the job site daily, and every precaution taken against spontaneous combustion.

## ARTICLE 2 - PRODUCTS

### 2.01 GENERAL

- A. Materials specified are those which have been evaluated for the specific service. Standard products of manufacturers other than those specified will be accepted when it is proved to the satisfaction of the OWNER that they are equal in composition, durability, usefulness, and convenience for the purpose intended. Substitutions will be considered, provided the following minimum conditions are met:
1. The proposed coating or paint system shall employ coatings or paints of the same manufacturer.
  2. All requests for substitution shall carry full descriptive literature and directions for application along with complete information on generic type, non-volatile content by volume, and a list of five (5) similar projects -- all at least three (3) years old -- where the coatings or paints have been applied to similar exposure.
- B. All material shall be brought to the job site in the original sealed containers. They shall not be opened or used until OWNER has physically inspected the contents and obtained the necessary data from information printed on containers or labels. Materials exceeding storage life recommended by the manufacturer shall be rejected.
- C. Flammability, toxicity, allergenic properties, and any other characteristic requiring field precautions shall be identified, and specific safety practices shall be stipulated by the manufacturer and followed by the CONTRACTOR.
- D. All coating, paint, and disinfection materials shall be stored to protect them from weather and excessive heat or cold. Flammable coatings and paints must be stored to conform with city, county, state, and federal safety codes for flammable coating and paint materials. At all times, coatings and paints shall be protected from freezing.
- E. CONTRACTOR shall use products of same manufacturer for all coats.

### 2.02 EXTERIOR PAINT MATERIALS

- A. Paint materials shall be provided by the CONTRACTOR for painting the exteriors.
1. Three Coats: Sherwin-Williams Kem Kromic B50AZ6 Universal Metal Primer or equal, with a dry film thickness of 3.0 to 4.0 mils.
  2. First Coat: Sherwin-Williams Macopoxy 646 FC, B56W610/B58V600 or equal, with a dry film thickness of 3.0 to 4.0 mils. Color to be selected by OWNER.
  3. Second Coat: Sherwin-Williams HI-SOLIDS POLYURETHANE, B65-300/B60V30 or equal, with a dry film thickness of 3.0 mil to 4.0 mils. Color: Sherwin Williams SW4024 Enviro Green Selected by OWNER.
  4. System minimum 9.0 mils DFT, 12.0 mils DFT maximum

## ARTICLE 3 - EXECUTION

### 3.01 GENERAL

- A. All surface preparation and paint application shall conform to applicable standards of the Steel Structures Painting Council, the Incline Village General Improvement District, and the manufacturer's printed instructions. Material applied prior to approval of the surface, by the OWNER, shall be removed and reapplied to the satisfaction of the OWNER at the expense of the CONTRACTOR.
- B. All work shall be accomplished by skilled craftsmen qualified to accomplish the required work in a manner comparable with the best standards of practice. Continuity of personnel shall be maintained and transfers of key personnel shall be coordinated with the OWNER.
- C. The CONTRACTOR shall provide a supervisor to be at the work site during cleaning and application operations. The supervisor shall have the authority to sign change orders, coordinate work, and make other decisions pertaining to the fulfillment of their contract.
- D. CONTRACTOR shall provide approved sanitary facilities at reservoir site for all CONTRACTOR personnel, as no existing facilities will be available to the CONTRACTOR. Facilities shall be maintained during the project to complete standards established by OWNER, and shall be removed prior to CONTRACTOR's departure from the reservoir sites at completion of the project.
- E. Dust, dirt, oil, grease, or any foreign matter which will affect the adhesion or durability of the finish must be removed by washing with clean rags dipped in an approved commercial cleaning solution, rinsed with clean water, and wiped dry with clean rags.
- F. The CONTRACTOR's equipment shall be designed for application of materials specified, and shall be maintained in first class working condition. Compressors shall have suitable traps and filters to remove water and oils from the air. Blotter or white cloth tests shall be accomplished at each start-up period and as deemed necessary by the OWNER. CONTRACTOR's equipment shall be subject to approval of the OWNER.
  - 1. Cleanliness of compressed air supply shall be verified daily and as deemed necessary by the OWNER by directing a stream of air from the blasting or air hose onto a white blotter or cloth for twenty seconds. If oil or water appears on the blotter or cloth, all traps and separators shall be blown down until subsequent twenty-second tests show no further oil or water.
- G. Application of the first coat shall follow immediately after surface preparation and cleaning within an eight-hour working day. Any cleaned areas not receiving the first coat within an eight-hour period shall be re-cleaned prior to application of first coat.

- H. Because of the presence of moisture and possible contaminants in the atmosphere, care shall be taken to ensure that previously painted surfaces are protected or re-cleaned prior to application of subsequent coat(s). Methods of protection and re-cleaning shall be approved by the OWNER.
  - 1. Project is subject to intermittent shutdown if, in the opinion of the OWNER, cleaning and application operations are creating a localized condition detrimental to ongoing facility activities, personnel, or adjacent property.
  - 2. In the event of emergency shutdown by the OWNER, CONTRACTOR shall immediately correct deficiencies. All additional costs created by shutdown shall be borne by CONTRACTOR.
- I. The CONTRACTOR shall provide, at his own expense, all necessary power required for his operations under the Contract.
- J. CONTRACTOR shall tightly seal reservoir vents and other open areas to prevent intrusion of paint or other contaminants. The sealing system shall be designed to allow continuous operation of facilities or equipment, with no detrimental effects. If necessary, the sealing system shall be removed at daily termination of work.

### **3.02 SURFACE PREPARATION -- General**

- A. The latest revision of the following surface preparation specifications of the Steel Structures Painting Council shall form a portion of this specification. (Note: An element of surface area is defined as any given square inch of surface.)
  - 1. *Solvent Cleaning (SSPC-SP1)*: Removal of oil, grease, soil, and other contaminants by use of solvents, emulsions, cleaning compounds, steam cleaning, or similar materials and methods, which involve a solvent or cleaning action.
  - 2. *Hand Tool Cleaning (SSPC-SP2)*: Removal of loose rust, loose mill scale, and other detrimental foreign matter present to degree specified by hand chipping, scraping, sanding, and wire brushing.
  - 3. *Power Tool Cleaning (SSPC-SP3)*: Removal of loose rust, loose mill scale, and other detrimental foreign matter present to degree specified by power wire brushing, power impact tools, or power sanders.
  - 4. *Commercial Blast Cleaning (SSPC-SP6)*: Blast cleaning until at least two-thirds of each element of surface area is free of all visible residue.
  - 5. *Brush-Off Blast Cleaning (SSPC-SP7)*: Blast cleaning to remove loose rust, loose mill scale, and other detrimental foreign matter present to the degree specified.
  - 6. *Near-White Blast Cleaning (SSPC-SP10)*: Blast cleaning to near-white metal cleanliness, until at least ninety-five percent of each element of surface area is free of all visible residues.
  - 7. *Power Tool Cleaning to Bare Metal (SSPC-SP11)*: Power tool cleaning to produce a bare metal surface and to retain or produce a surface profile of at least 1.0 mil.

8. All surfaces are to be, SSPC-SP10 Blast cleaning to near-white metal cleanliness, until at least ninety-five percent of each element of surface area is free of all visible oil, grease, dust, dirt, mill scale, rust, coatings, oxides, corrosion products and other foreign matter when viewed without magnification.
  9. Water used for pressure washing and general wash down will be provided to Contractor at 1220 Sweetwater Road.
- B. During cleaning operations, caution shall be exercised to ensure that existing paints are not exposed to abrasion from blast cleaning.
  - C. Blast cleaning from scaffolds shall only be accomplished within confines of interior perimeter of scaffold. Reaching beyond limits of perimeter will be allowed only if blast nozzle is maintained in a position which will produce a profile acceptable to the OWNER.
  - D. The CONTRACTOR shall keep the area of his work in a clean condition, and shall not permit blasting materials to accumulate as to constitute a nuisance or hazard in the execution of the work or the operation of the existing facilities. All debris shall be removed from the site by the CONTRACTOR and disposed of properly. As existing paints are assumed to contain hazardous materials, handling of waste by CONTRACTOR shall meet OSHA and all regulatory agency requirements for handling such waste. Containment of these wastes and disposal of same shall be by CONTRACTOR. See attached paint test results.
  - E. Blast cleaned and coated/painted surfaces shall be cleaned prior to application of specified paints via a combination of blowing with clean dry air, brushing/brooming and/or vacuuming, as directed by the OWNER. Air hose for blowing shall be at least one-half inch ( $\frac{1}{2}$ " ) in diameter and shall be equipped with a shut-off device.
  - F. All welds, when required, shall be neutralized with a suitable chemical compatible with the specified paint materials.
  - G. Water blast cleaning (hydro-blasting) shall be used only when and as directed by OWNER. Pressures shall be those determined by OWNER to effectively accomplish removal of loose, peeling/flaking paint or other detrimental surface contaminants.
  - H. If water is used for the cleaning process, spent water shall be contained and discharged to the OWNER's sanitary sewer system. No water shall be allowed to run off-site.

### 3.03 SURFACE PREPARATION – Exterior

Surface preparation shall be SSPC-SP10 to remove oil, grease, soil and other contaminants. Glossy areas shall be dulled by light sanding, all loose paint shall be removed and sanding dust removed. All bare areas shall be primed with a primer as recommended by the manufacturer. Treat damaged areas and overcoat existing surfaces per specification listed in Article 2 – Products, 2.02 Exterior Paint Materials.

See Attachment A for photos of existing exterior paint conditions. Acknowledge Attachment A on the Bid Form.

### 3.04 APPLICATION - General

- A. Coating and paint application shall conform to the requirements of the Steel Structures Painting Council Paint Application Specification SSPC-PA1, latest revision, for "Shop, Field, and Maintenance Painting," the manufacturer of the coating and paint materials printed literature, and as specified herein.
- B. When applying an epoxy/urethane system, surface temperatures must be a minimum of 5° above dew point during application and minimum cure time, and surface temperatures must not exceed manufacturer's recommended temperature range, and the finish coat must be applied not later than seventy-two (72) hours after application of the epoxy primer. If the anticipated overcoat time is longer than seventy-two (72) hours, then an additional "mist coat" (*2 dry mils*) of epoxy shall be applied and the epoxy overcoat window clock shall start anew.
- C. Thinning shall only be permitted as recommended by the manufacturer and approved by the OWNER, and shall not exceed limits set by applicable regulatory agencies.
- D. Each application of coating and paint shall be applied evenly, free of brush marks, sags, and runs with no evidence of poor workmanship. Care should be exercised to avoid lapping on glass or hardware. Coating and paints shall be sharply cut to lines. Finished surfaces shall be free from defects or blemishes.
- E. Protective coverings or drop cloths shall be used to protect floors, fixtures, equipment, prepared surface, and applied coatings or paints. Personnel walking tank or walking on exterior roof of tank shall take precautions to prevent damage or contamination of coated or painted surfaces or room surface. If required by OWNER, personnel shall wear soft-soled shoes or shoe coverings approved by OWNER. Care shall be exercised to prevent coating or paint from being spattered onto surfaces, which are not to be coated or painted. Surfaces from which such material cannot be removed satisfactorily shall be refinished as required to produce a finish satisfactory to the OWNER.
- F. All materials shall be applied as specified herein.
- G. All welds and irregular surfaces specified by the OWNER shall receive one brush coat of the specified product prior to application of each complete coat. Coating/paint shall be brushed in multiple directions to ensure penetration and coverage, as directed by the OWNER. These areas include, but are not limited



to, welds, roof lap seams, nuts, bolts, ends and flanges of rafters, and other areas where complete coverage of paint might not be accomplished without this special attention. Special attention shall be given to the junction of the cover dome and the top angle on cylindrical walls, and to the joints between plates in the dome.

- H. At the conclusion of each day's cleaning and painting operations, a six-inch (6") wide strip of cleaned substrate shall remain unpainted to facilitate locating point of origin for successive day's cleaning operations.
- I. All attachments, accessories, and appurtenances shall be prepared and coated/painted/finished in the same manner as specified for adjoining tank sections.
- J. Epoxy primed surfaces or other multi-component materials exposed to excessive sunlight or an excessive time interval, beyond manufacturer's recommended recoat cycle, shall be scarified by Brush-Off Blast Cleaning (SSPC-SP7) or methods approved by Engineer, prior to application of additional coating or paint. Scarified coating shall have sufficient depth to assure a mechanical bond subsequent coat.

### **3.05 FIELD APPLICATION – Exterior, Including Appurtenances**

- A. All painted/primed surfaces shall be clean, dry, and show no evidence of oxidation, after which all inorganic zinc or epoxy primed surfaces shall receive intermediate and finish coats specified under 2.02.
  - 1. All surfaces are to be power washed at 3,000 psi minimum, sweep blasted, lightly sanded and/or scuffed. All peeling and/or rusted surfaces shall be cleaned to a SSPC-SP10. Water used for pressure washing and general wash down will be provided at no cost to the Contractor, to be obtained at 1220 Sweetwater Road.

### **3.06 QUALITY CONTROL -- Exterior**

- A. All epoxy coating components shall be mixed in exact proportions specified by the manufacturer. Care shall be exercised to ensure that all material is removed from containers during mixing and metering operations.
- B. All coatings shall be thoroughly mixed, using an approved slow-speed power mixer until all components are thoroughly combined and are of a smooth consistency. Coatings shall not be applied beyond pot-life limits or re-coat cycles specified by manufacturer.
- C. Thinners shall be added to coating materials only as required in accordance with manufacturer's printed literature and in the presence of the OWNER. Quantities of thinner shall not exceed limits set by applicable regulatory agencies.
- D. Application shall be by airless spray method, except as otherwise specified. Drying time between coats shall be strictly observed as stated in manufacturer's printed instructions and as directed by the OWNER.

- E. When two or more coats are specified, where possible, each coat shall contain sufficient approved color additive as an indicator of coverage, or the coats must be of contrasting color (i.e., white/buff/white).
- F. Care shall be exercised during spray operations to hold the spray nozzle perpendicular and sufficiently close to surfaces being coated to avoid excessive evaporation of volatile constituents and loss of material into the air or the bridging of cracks and crevices. Reaching beyond the limits of scaffold perimeter will not be permitted, and shall be basis for a Stop Work Order issued by the OWNER. All over-spray shall be removed as directed by the OWNER.
- G. Upon completion of coating operations, after curing intervals in accordance with manufacturer's recommendations, holiday detection shall be accomplished. Access scaffolding and manpower to move scaffolding as required by the OWNER shall be provided by the CONTRACTOR in order to perform all testing. Repair and retesting shall be accomplished as specified under "QUALITY ASSURANCE."
- H. All mixing, thinning, application, and holiday detection of coatings shall be accomplished in the presence of the OWNER.
- I. Manufacturer's recommended curing times and conditions shall be followed to achieve final curing.

### **3.07 FIELD APPLICATION -- Exposed Exterior Surfaces**

- A. All materials shall be applied according to manufacturer's recommendations and as specified.

### **3.08 FINISHES**

- A. Pigmented (Opaque) Finishes. Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
- B. Complete Work. Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not in compliance with specific requirements.

### **3.09 CLEANUP**

- A. Upon completion of the work, all staging, scaffolding, and containers shall be removed from the site or destroyed in a manner approved by the OWNER. Coating spots upon adjacent surfaces shall be removed and the entire job site cleaned. All damage to surfaces resulting from the work of this section shall be cleaned, repaired, or refinished to the complete satisfaction of the OWNER at no cost to the OWNER.
- B. Cleaning. All paint brushed, spattered, spilled, or splashed on any surface not specified to be painted shall be removed ASAP and/or at OWNERS direction.

- C. CONTRACTOR shall be solely responsible for all paint over-spray or dust fallout claims.

### **3.10 OMISSIONS**

Care has been taken to delineate herein those surfaces to be coated. However, if coating requirements have been inadvertently omitted from this section or any other section of the specifications, it is intended that all metal surfaces, unless specifically exempted herein, shall receive a first-class protective coating equal to that given the same type surface pursuant to these specifications.

**End of Protective Coatings Requirements**

## PROPOSAL FORM

**Prices to include all labor, materials and incidentals.**

IVGID reserves the right to reject any and all proposals, and/or to waive any irregularities or formalities in evaluating and awarding the work in accordance with Nevada Revised Statutes. IVGID reserves the right to award any or all schedules of work that is in the best interest of IVGID.

Bid Item	Bid Price
<b>Schedule 1, In Numbers:</b>	\$
<b>Schedule 2, In Numbers:</b>	\$
<b>Total Bid, all Schedules, In Numbers:</b>	\$
<b>Total Bid, All Schedules, In Words:</b>	

Signature of Bidder: \_\_\_\_\_ Date: \_\_\_\_\_

Initial to Acknowledge Attachment A: \_\_\_\_\_

**PRINT OR TYPE:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, St, Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_

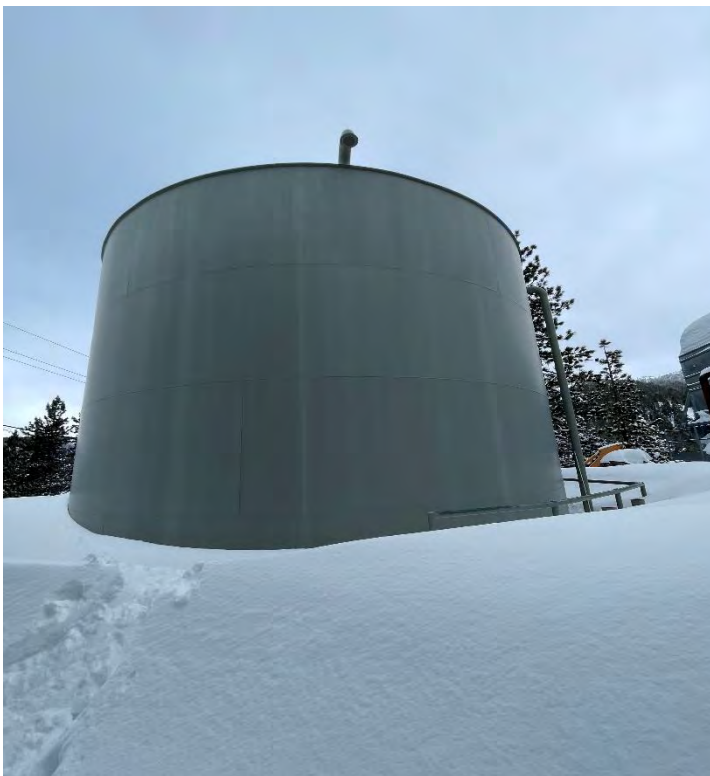
Email: \_\_\_\_\_

Contractor's License #: \_\_\_\_\_

# ATTACHMENT A



**R5-3A**



**R5-3B**



**R5-3A and B**

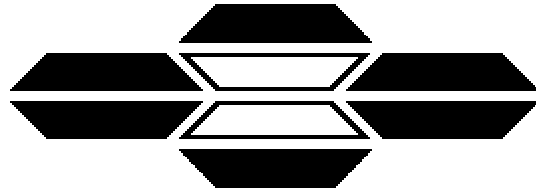


**R5-3A and B**

**(typical)**

# **ATTACHMENT B**





**ASBESTOS TEM LABORATORIES, INC.**

**ATEM SOP-AA-01**  
**(EPA 3050B/EPA 7420)**

**Lead Paint Analysis Report**

**Laboratory Job # 383032**

3431 Ettie St.  
Oakland, CA 94608  
(510) 704-8930  
FAX (510) 704-8429



ASBESTOS TEM LABORATORIES, INC



LAB # 101754  
California DPH  
ELAP ID #1866

Mar/16/2023

Darel Barlow  
Incline Village GID  
1220 Sweet Water Rd.  
Incline Village, NV 89451

RE: LABORATORY JOB # 383032  
Atomic Absorption Spectroscopy analytical results for 4 paint sample(s).  
Job Site: 1210 Ski Way  
Job No.:

Enclosed please find results for the atomic absorption spectroscopy (AA) metals analysis of one or more paint samples. Sample preparation and analysis procedures were performed according to ATEM SOP-AA-01 (EPA 3050B / EPA 7420).

Prior to analysis, samples are checked for damage and disruption of the chain-of-custody seal. Samples are then logged-in, each given a unique laboratory number, and a hard copy containing all pertinent information is generated. This, and all other relevant paper work are kept with each sample throughout the analytical procedures to assure proper analysis.

A portion of each sample is weighed out such that an aliquot of ~0.2 grams is obtained. The weighed sample material is then placed into a digestion vessel, transferred to a fume hood, heated at ~95 Deg. C, refluxed with nitric acid to solubilize the contained metals, and treated with hydrogen peroxide to oxidize any organic binder present in the sample material. High purity water is added to make a 50 ml volume for each sample.

AA analysis is performed on a microprocessor controlled Perkin Elmer AAnalyst 300 atomic absorption spectrophotometer, operating in the flame mode. Samples are diluted as needed to allow reading of concentrations in the calibration range. QC analyses are prepared and performed along with each sample batch to ensure accurate analytical determinations. Data is compiled into a standard report format and subjected to a thorough quality assurance check before the information is released to the client.

Sincerely Yours,

Laboratory Manager  
ASBESTOS TEM LABORATORIES, INC.

Note: Results for routine quality control samples run in parallel to the samples reported here were within acceptable limits.

Additional Note: Wherever possible, Asbestos TEM Laboratories highly recommends the submission of field blanks with each sample set. It is recommended to analyze field blanks collected in parallel to all samples collected in the field as a check against media contamination from the manufacturer or in the field. Sample results are not corrected for contamination based on the field blank(s) or other analytical blank(s).

Disclaimer - These results relate only to the samples tested as received and must not be reproduced, except in full, with the approval of the laboratory. Incorrect or illegible information supplied by the customer may adversely affect the validity of test results. This report must not be used to claim product endorsement by AIHA or any other agency of the U.S. Government.

**ATOMIC ABSORPTION SPECTROSCOPY  
LEAD PAINT ANALYSIS REPORT  
ATEM SOP-AA-01 (EPA 3050B / EPA 7000B)**

Contact: Darel Barlow	Samples Submitted: 4	Report No.: <b>383032</b>
Address: Incline Village GID	Samples Analyzed: 4	Date Submitted: Mar-13-23
1220 Sweet Water Rd.	Job Site / No.	Date Reported: Mar-16-23
Incline Village, NV 89451	1210 Ski Way	

SAMPLE ID	METAL	SAMPLE RESULT	REPORTING LIMIT	LOCATION / DESCRIPTION		
5-3-A Top Lab ID # 96-07654-001	Pb	<b>25000</b> mg/kg 2.500 %	<b>41</b> mg/kg 0.004 %	<u>Sampling Date</u> Mar-06-23	<u>Analysis Date</u> Mar-16-23	<u>Analyzed Weight (g)</u> 0.2465
5-3-A Body Lab ID # 96-07654-002	Pb	<b>33000</b> mg/kg 3.300 %	<b>46</b> mg/kg 0.005 %	<u>Sampling Date</u> Mar-06-23	<u>Analysis Date</u> Mar-16-23	<u>Analyzed Weight (g)</u> 0.2156
5-3-B Top Lab ID # 96-07654-003	Pb	<b>67</b> mg/kg 0.007 %	<b>48</b> mg/kg 0.005 %	<u>Sampling Date</u> Mar-06-23	<u>Analysis Date</u> Mar-16-23	<u>Analyzed Weight (g)</u> 0.2103
5-3-B Body Lab ID # 96-07654-004	Pb	< <b>53</b> mg/kg < 0.005 %	<b>53</b> mg/kg 0.005 %	<u>Sampling Date</u> Mar-06-23	<u>Analysis Date</u> Mar-16-23	<u>Analyzed Weight (g)</u> 0.1871
Lab ID #				<u>Sampling Date</u>	<u>Analysis Date</u>	<u>Analyzed Weight (g)</u>
Lab ID #				<u>Sampling Date</u>	<u>Analysis Date</u>	<u>Analyzed Weight (g)</u>
Lab ID #				<u>Sampling Date</u>	<u>Analysis Date</u>	<u>Analyzed Weight (g)</u>
Lab ID #				<u>Sampling Date</u>	<u>Analysis Date</u>	<u>Analyzed Weight (g)</u>
Lab ID #				<u>Sampling Date</u>	<u>Analysis Date</u>	<u>Analyzed Weight (g)</u>
Lab ID #				<u>Sampling Date</u>	<u>Analysis Date</u>	<u>Analyzed Weight (g)</u>

Analytical results posted above relate only to the material(s) tested.  
The sample has not been blank corrected.

µg - micrograms    1% = 10,000 ppm    1ppm = 1 mg/Kg

Lab QC Reviewer Jo Ann Huerto  
Jo Ann Huerto

Analyst Jie Zhang  
Jie Zhang



# ATEM LABORATORIES CHAIN OF CUSTODY

CALIFORNIA: 3431 Ettie Street Oakland, CA 94608 Phone (510) 704-8930 Fax (510) 704-8429  
 NEVADA: 1350 Freepoint Blvd. #104, Sparks, NV 89431 Phone (775) 359-3377 Fax (775) 359-2798  
 You may also email this chain of custody to [psbeststemlabs.ca@gmail.com](mailto:psbeststemlabs.ca@gmail.com) \* denotes required field

Company: Incline Village GRID      Contact: \* Darel Barlow      Phone: \* 775-832-1399      Email: \* dcb@ingid.org  
 Address: \* 1220 Sweetwater Rd.      City: \* Incline Village      State: \* NV      Zip: 89451      Billing Email: dcb@ingid.org  
 Job Site: \* 1210 Ski Way      Job #: \_\_\_\_\_      PD #: \_\_\_\_\_      Email: \_\_\_\_\_

Reporting \*  Email     Phone     Fax     Mail     Pickup     Billing     Email     Fax     Mail     Pre-Paid     Hold Samples (Until \_\_\_\_\_)     After Hours: \*\*  
 Results Due: \*  2 HR     4 HR     6 HR     8 HR     24 HR     48 HR     3 DAY     5 DAY     10 DAY     TEM NIOSH 7402     ISO 10312     ISO 13794     Sensitivity  
 Asbestos Air     PCM NIOSH 7400     A     B     TEM AHERA     TEM CARB Mod. AHERA     TEM EPA Yamate Level II     TEM NIOSH 7402     TEM EPA Qualitative     TEM EPA Quantitative  
 Asbestos Bulk     PLM Standard (EPA 600/R-93-1)     PLM 400 Point Count     PLM 1000 PC     PLM 400 PC Gravimetric Reduction     PLM 1000 PC Grav. Red.     TEM EPA Qualitative     TEM EPA Quantitative  
 Asbestos Soils     CARB 435 Prep Only     CARB 435 PLV     400 PC     800 PC     1200 PC     EPA Soil Screening Qualitative     TEM-NOA EPA/CARB Quantitative     Eionite  
 Asbestos Dust     ASTM D-5755 Fiber Count     ASTM D-5756 Wt. %     ASTM D-6480 Dust Wipe     Total Particulates (Gravimetric)

Asbestos Water     100.2 Potable Drinking Water     100.1 Non Potable Water    *note that 100.2 will be used for all water samples unless otherwise requested*  
 Lead/Silica     Lead Paint Chips     Lead Dust Wipe     Lead Air     Lead Soil     EPA-SW-846 7000B     EPA-SW-846 7000B     NIOSH 7082     Lead Soil     EPA-SW-846 7000B     Crystalline Silica Air (NIOSH 7500)     Crystalline Silica in Bulk (NIOSH 7500)     Respirable Crystalline Silica in Bulk (NIOSH 7500)  
 Custom/Other     Custom Analysis \*\*     TEM Chatfield (Semi-Quant)     NIOSH 0500     NIOSH 0600     TTLC     STLC     TCLP

Sample # *	Special Instruct.	Composite	Prep Only	8 Hour TWA	Other **	Sample Type		Date Collected	Time		Total Time (min)	Flow Rate (lpm)			Volume or Area Sampled	Hold Sample	Description *
						On	Off		On	Off		Average					
-3-A TOP								3/6/23									
-3-A Body								3/6/23									
-3-B TOP								3/6/23									
-3-B Body								3/6/23									

Submitted By \* Darel Barlow      Received By RTD  
 Date/Time Submitted \* \_\_\_\_\_      Date/Time Received \_\_\_\_\_  
 Submitted By \_\_\_\_\_      Received By \_\_\_\_\_  
 Date/Time Submitted \_\_\_\_\_      Date/Time Received \_\_\_\_\_

\*\* For any special instructions, RUSH results or Custom Analysis, you must clarify these specifications AND, of more importance, contact us here at ATEM ahead of time to manage scheduling to meet your requests. This includes dropping off samples for rush, same day analysis. Drop off and processing of samples after hours cannot be accommodated without proper notification from you, and confirmation by ATEM staff. All samples will be held for 3 months from the date of receipt at ATEM. Additional sample

**EXHIBIT "B"**

**CONTRACTOR'S PROPOSAL DATED APRIL 12, 2023**

**PROPOSAL FORM**

**Prices to include all labor, materials and incidentals.**

IVGID reserves the right to reject any and all proposals, and/or to waive any irregularities or formalities in evaluating and awarding the work in accordance with Nevada Revised Statutes. IVGID reserves the right to award any or all schedules of work that is in the best interest of IVGID.

Bid Item	Bid Price
Schedule 1, In Numbers:	\$ 101,400.00
Schedule 2, In Numbers:	\$ 67,000.00
Total Bid, all Schedules, In Numbers:	\$ 168,400.00
Total Bid, All Schedules, In Words:	

ONE Hundred sixty eight thousand four hundred dollars zeroCents

Signature of Bidder:  Jeff Farr, President Date: 04/12/23

Initial to Acknowledge Attachment A: 

**PRINT OR TYPE:**

Name: Jeff Farr

Title: President

Firm Name: Farr Construction Corporation dba. Resource Development Company

Address: 1050 Linda Way

City, St, Zip: Sparks, NV 89431

Phone #: 775-356-8004

Email: jfarr@resourcedevelopmentco.com, cerb@resourcedevelopmentco.com

Contractor's License #: NV 0075026

LICENSE NUMBER

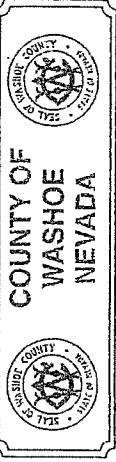
W035816A-LIC

LICENSE TYPE

General Business License

THIS CERTIFIES THAT  
IN THE NAME OF  
LOCATED AT

LICENSE - NOT TRANSFERABLE  
POST IN A CONSPICUOUS PLACE



This license cannot be transferred or assigned. It is valid only for the licensee and location shown below.

RESOURCE DEVELOPMENT COMPANY  
Farr Construction Corp  
1050 LINDA WAY, SPARKS, NV

RESOURCE DEVELOPMENT COMPANY  
Farr Construction Corp  
1050 LINDA WAY

SPARKS, NV 89431

This license certifies that the name above has paid the required fees to the license collector of Washoe County and is hereby authorized to conduct business and is subject to the provisions of law.

YEAR LICENSE VALID

Expires on 05/31/2023

LICENSE FEE PAID

# STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

**FARR CONSTRUCTION CORPORATION dba  
RESOURCE DEVELOPMENT COMPANY**

Licensed since June 28, 2010

License No. **0075026**

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

**PRINCIPALS:**

JEFFREY FARR, President, QI  
CHRISTOPHER ERB, Vice President

**A General Engineering**

LIMIT: Unlimited  
EXPIRES: 06/30/2024

  
\_\_\_\_\_  
Chair, Nevada State Contractors Board





## STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that  
**FARR CONSTRUCTION CORPORATION dba  
RESOURCE DEVELOPMENT COMPANY**

Licensed since February 21, 2006

License No. **0061946**

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

PRINCIPALS:  
JEFFREY FARR, President, QI

**C-4 Painting and Decorating**

LIMIT: \$4,400,000  
EXPIRES: 02/28/2024

  
\_\_\_\_\_  
Chair, Nevada State Contractors Board





Farr Construction dba Resource Development Co.  
of  
Sparks, NV

*has met or exceeded the requirements set forth in the  
AMPP QP Accreditation Program for*



**FIELD APPLICATION OF COATINGS  
COMPLEX STRUCTURES  
SSPC – QP1**

*Alma Sulinger*  
.....  
Executive Director, AMPP

March 31, 2023 – March 31, 2024  
.....  
Validation Period

Accreditation for dates listed above to Farr Construction dba Resource Development Co. Sparks, NV  
Owners are advised to contact [qpinfo@ampp.org](mailto:qpinfo@ampp.org) to verify authenticity of accreditation.

Corporate Headquarters: Houston – 15835 Park Ten Place, Houston, TX 77084  
Pittsburgh – 800 Trumbull Drive, Pittsburgh, PA 15205



Farr Construction dba Resource Development Co.  
of  
Sparks, NV

*has met or exceeded the requirements set forth in the  
AMPP QP Accreditation Program for*

**INDUSTRIAL HAZARDOUS  
PAINT REMOVAL  
SSPC – QP 2**



*Helena Sulinger*  
Executive Director, AMPP

March 31, 2023 – March 31, 2024  
Validation Period

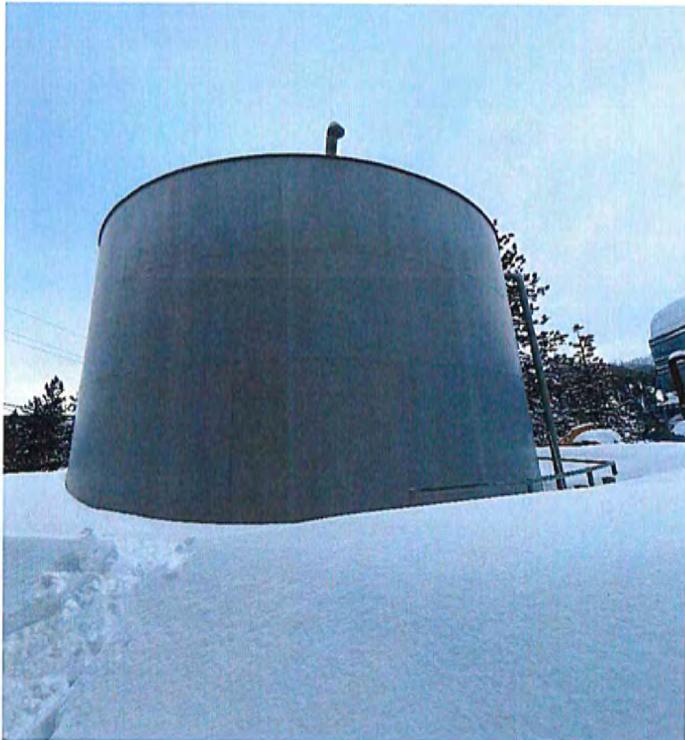
Accreditation for dates listed above to Farr Construction dba Resource Development Co. Sparks, NV  
Owners are advised to contact [qpinfo@ampp.org](mailto:qpinfo@ampp.org) to verify authenticity of accreditation.

Corporate Headquarters: Houston – 15835 Park Ten Place, Houston, TX 77084  
Pittsburgh – 800 Trumbull Drive, Pittsburgh, PA 15205

# ATTACHMENT A



**R5-3A**



**R5-3B**



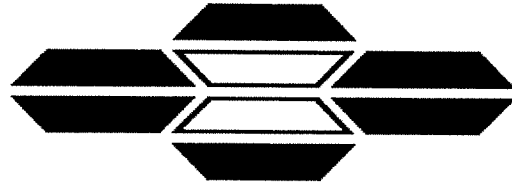
**R5-3A and B**



**R5-3A and B**

**(typical)**

# ATTACHMENT B



**ASBESTOS TEM LABORATORIES, INC.**

**ATEM SOP-AA-01**  
**(EPA 3050B/EPA 7420)**

**Lead Paint Analysis Report**

**Laboratory Job # 383032**

3431 Ettie St.  
Oakland, CA 94608  
(510) 704-8930  
FAX (510) 704-8429





ASBESTOS TEM LABORATORIES, INC



LAB # 101754  
California DPH  
ELAP ID #1866

Mar/16/2023

Darel Barlow  
Incline Village GID  
1220 Sweet Water Rd.  
Incline Village, NV 89451

RE: LABORATORY JOB # 383032  
Atomic Absorption Spectroscopy analytical results for 4 paint sample(s).  
Job Site: 1210 Ski Way  
Job No.:

Enclosed please find results for the atomic absorption spectroscopy (AA) metals analysis of one or more paint samples. Sample preparation and analysis procedures were performed according to ATEM SOP-AA-01 (EPA 3050B / EPA 7420).

Prior to analysis, samples are checked for damage and disruption of the chain-of-custody seal. Samples are then logged-in, each given a unique laboratory number, and a hard copy containing all pertinent information is generated. This, and all other relevant paper work are kept with each sample throughout the analytical procedures to assure proper analysis.

A portion of each sample is weighed out such that an aliquot of ~0.2 grams is obtained. The weighed sample material is then placed into a digestion vessel, transferred to a fume hood, heated at ~95 Deg. C, refluxed with nitric acid to solubilize the contained metals, and treated with hydrogen peroxide to oxidize any organic binder present in the sample material. High purity water is added to make a 50 ml volume for each sample.

AA analysis is performed on a microprocessor controlled Perkin Elmer Analyst 300 atomic absorption spectrophotometer, operating in the flame mode. Samples are diluted as needed to allow reading of concentrations in the calibration range. QC analyses are prepared and performed along with each sample batch to ensure accurate analytical determinations. Data is compiled into a standard report format and subjected to a thorough quality assurance check before the information is released to the client.

Sincerely Yours,

Laboratory Manager  
ASBESTOS TEM LABORATORIES, INC.

Note: Results for routine quality control samples run in parallel to the samples reported here were within acceptable limits.

Additional Note: Wherever possible, Asbestos TEM Laboratories highly recommends the submission of field blanks with each sample set. It is recommended to analyze field blanks collected in parallel to all samples collected in the field as a check against media contamination from the manufacturer or in the field. Sample results are not corrected for contamination based on the field blank(s) or other analytical blank(s).

Disclaimer - These results relate only to the samples tested as received and must not be reproduced, except in full, with the approval of the laboratory. Incorrect or illegible information supplied by the customer may adversely affect the validity of test results. This report must not be used to claim product endorsement by AIHA or any other agency of the U.S. Government.

**ATOMIC ABSORPTION SPECTROSCOPY  
LEAD PAINT ANALYSIS REPORT  
ATEM SOP-AA-01 (EPA 3050B / EPA 7000B)**

Contact: Darel Barlow	Samples Submitted: 4	Report No.: <b>383032</b>
Address: Incline Village GID	Samples Analyzed: 4	Date Submitted: Mar-13-23
1220 Sweet Water Rd.	Job Site / No.	Date Reported: Mar-16-23
Incline Village, NV 89451	1210 Ski Way	

SAMPLE ID	METAL	SAMPLE RESULT	REPORTING LIMIT	LOCATION / DESCRIPTION		
5-3-A Top Lab ID # 96-07654-001	Pb	<b>25000</b> mg/kg 2.500 %	<b>41</b> mg/kg 0.004 %	<u>Sampling Date</u> Mar-06-23	<u>Analysis Date</u> Mar-16-23	<u>Analyzed Weight (g)</u> 0.2465
5-3-A Body Lab ID # 96-07654-002	Pb	<b>33000</b> mg/kg 3.300 %	<b>46</b> mg/kg 0.005 %	<u>Sampling Date</u> Mar-06-23	<u>Analysis Date</u> Mar-16-23	<u>Analyzed Weight (g)</u> 0.2156
5-3-B Top Lab ID # 96-07654-003	Pb	<b>67</b> mg/kg 0.007 %	<b>48</b> mg/kg 0.005 %	<u>Sampling Date</u> Mar-06-23	<u>Analysis Date</u> Mar-16-23	<u>Analyzed Weight (g)</u> 0.2103
5-3-B Body Lab ID # 96-07654-004	Pb	< <b>53</b> mg/kg < 0.005 %	<b>53</b> mg/kg 0.005 %	<u>Sampling Date</u> Mar-06-23	<u>Analysis Date</u> Mar-16-23	<u>Analyzed Weight (g)</u> 0.1871
Lab ID #				<u>Sampling Date</u>	<u>Analysis Date</u>	<u>Analyzed Weight (g)</u>
Lab ID #				<u>Sampling Date</u>	<u>Analysis Date</u>	<u>Analyzed Weight (g)</u>
Lab ID #				<u>Sampling Date</u>	<u>Analysis Date</u>	<u>Analyzed Weight (g)</u>
Lab ID #				<u>Sampling Date</u>	<u>Analysis Date</u>	<u>Analyzed Weight (g)</u>
Lab ID #				<u>Sampling Date</u>	<u>Analysis Date</u>	<u>Analyzed Weight (g)</u>
Lab ID #				<u>Sampling Date</u>	<u>Analysis Date</u>	<u>Analyzed Weight (g)</u>

Analytical results posted above relate only to the material(s) tested.  
The sample has not been blank corrected.

µg - micrograms    1% = 10,000 ppm    1ppm = 1 mg/Kg

Lab QC Reviewer Jo Ann Huerto  
Jo Ann Huerto

Analyst Jie Zhang  
Jie Zhang



# ATEM LABORATORIES CHAIN OF CUSTODY

CALIFORNIA: 3431 Ettie Street Oakland, CA 94608 Phone (510) 704-8930 Fax (510) 704-8429  
 NEVADA: 1350 Freepoint Blvd. #104, Sparks, NV 89431 Phone (775) 359-3377 Fax (775) 359-2798  
*You may also email this chain of custody to [asbestosrembms.cob@atem.com](mailto:asbestosrembms.cob@atem.com)* \* denotes required field

Company: Incline Village GID Contact: Darel Barlow Phone: 775-832-1399 Email: dcb@ingid.org  
 Address: 1220 Sweetwater Rd. City: Incline Village State: NV Zip: 89451 Billing Email: dcb@ingid.org  
 Job Site: 1210 Ski Way Job #: \_\_\_\_\_ PD #: \_\_\_\_\_ Email: \_\_\_\_\_

Reporting \*  Email  Phone  Fax  Billing  Mail  Pre-Paid  Hold Samples (Unit) \_\_\_\_\_ After Hours: \*\*  
 Results Due: \*  2 HR  6 HR  8 HR  3 DAY  5 DAY  10 DAY  TEM NIOSH 7402  ISO 10312  ISO 13794  Sensitivity  
 Asbestos Air  PCM NIOSH 7400  A-B  TEM AHARA  TEM CARD Mod. AHERA  TEM EPA Yamato Level II  TEM NIOSH 7402  TEM EPA Qualitative  TEM EPA Quantitative  
 Asbestos Bulk  PLM Standard (EPA 600/R-93-1)  PLM 400 Print Count  PLM 1000 PC  PLM 400 PC Gravimetric Reduction  PLM 1000 PC Grav. Red.  TEM-NOA EPA/CARB Quantitative  Erionite  
 Asbestos Soils  CARB 435 Prep Only  CARB 435 PLM  400 PC  800 PC  1000 PC  EPA Soil Screening Qualitative  TEM-NOA EPA/CARB Quantitative  Erionite  
 Asbestos Dust  ASTM D-5755 Fiber Count  ASTM D-5756 Mass  ASTM D-6780 Dust Wipe  Total Particulates (Gravimetric)  
 Asbestos Water  100.1 Mem Potable Water  note that 100.2 will be used for all water samples unless otherwise requested  
 Lead/Silica  Lead Paint Chips EPA-SW-846 7000B  Lead Dust Wipe EPA-SW-846 7000B  Lead Soil EPA-SW-846 7000B  Crystalline Silica Air (NIOSH 7500)  Crystalline Silica in Bulk (NIOSH 7500)  Respirable Crystalline Silica in Bulk (NIOSH 7500)  Single Species  All Species  Single Species  All Species  TLIC  TLIC  STLC  TCLP  
 Custom/Other  Custom Analysis \*\*  TEM Chatfield (Semi-Quant)  NIOSH 0500  NIOSH 0600  TLIC  STLC  TCLP

Sample # *	Special Instruct.	Sample Type	Date Collected		Time On	Time Off	Total Time (min)	Flow Rate (lpm)		Volume or Area Sampled	Hold Sample	Description *
			Prep Only	8 Hour TWA				On	Average			
1-3-A TOP												
1-3-A Body												
1-3-B TOP												
1-3-B Body												

Submitted By: Darel Barlow Received By: [Signature]  
 Date/Time Submitted: \_\_\_\_\_ Date/Time Received: \_\_\_\_\_  
 Submitted By: \_\_\_\_\_ Date/Time Received: \_\_\_\_\_  
 Date/Time Submitted: \_\_\_\_\_ Date/Time Received: \_\_\_\_\_

\*\* For any special instructions, RUSH results or Custom Analysis, you must clarify these specifications AND, of more importance, contact us here at ATEM ahead of time to manage scheduling to meet your requests. This includes dropping off samples for rush, same day analysis. Drop off and processing of samples after hours cannot be accommodated without proper notification from you, and confirmation by ATEM staff. All samples will be held for 3 months from the date of receipt at ATEM. Additional sample

**EXHIBIT "C"**  
**GENERAL AND SUPPLEMENTARY**  
**CONDITIONS FOR THE WORK**

# GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

## ARTICLE 1—DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
  10. *Claim*
    - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

- requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
  - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
  - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
  12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
  13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
  14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
  15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
  16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
  17. *Cost of the Work*—See Paragraph 13.01 for definition.
  18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
  19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
  20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
  21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
  - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
  - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
  - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

See SC-1.01

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended.

The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
  - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
  - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

## 1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
  - 1. does not conform to the Contract Documents;
  - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
  - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
  - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2—PRELIMINARY MATTERS

### 2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. ~~*Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.~~
- C. ~~*Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.~~

See SC-2.01

### 2.02 *Copies of Documents*

- A. ~~Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.~~

See SC-2.02

- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

### 2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
  - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  - 2. a preliminary Schedule of Submittals; and



3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
  1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
  3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
  4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the

recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

### ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

#### 3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. ~~Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.~~

#### See SC-3.01

- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
  - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
  - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

#### 3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
  - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract

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Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

#### B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
  - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### 3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as

possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

### 3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
  - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
  - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

## **ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**

### 4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. ~~In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.~~

See SC-4.01

### 4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

#### 4.03 *Reference Points*

- A. ~~Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work.~~ Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

See SC-4.03

#### 4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
  2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

See SC-4.04

#### 4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;
  3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
  4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
  2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
  3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
  2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
  3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
  4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
  5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

## ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

### 5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### 5.02 *Use of Site and Other Areas*

#### A. *Limitation on Use of Site and Other Areas*

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible. [See SC -5.02](#)
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
  1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
  2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
  3. Technical Data contained in such reports and drawings.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. ~~*Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.~~

See SC-5.03

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
  1. The completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
  2. Other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;



3. The contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. Any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

See SC-5.03

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* ~~If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:~~
- ~~1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;~~
  - ~~2. is of such a nature as to require a change in the Drawings or Specifications;~~
  - ~~3. Differs materially from that shown or indicated in the Contract Documents; or~~
  - ~~4. Is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;~~

~~then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.~~

See SC-5.04

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question

has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
  - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
  - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
  - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
  - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
  - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
  - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

## 5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
  2. complying with applicable state and local utility damage prevention Laws and Regulations;
  3. Verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
  4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
  5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
  2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
  3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
  4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

- E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
    - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
    - c. Contractor gave the notice required in Paragraph 5.05.B.
  2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
  3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
  4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

- A. ~~*Reports and Drawings*: The Supplementary Conditions identify:~~
- ~~1. Those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;~~
  - ~~2. Drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and~~
  - ~~3. Technical Data contained in such reports and drawings.~~

- ~~B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:~~
- ~~1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;~~
  - ~~2. Other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or~~
  - ~~3. Any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.~~

See SC-5.06

- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition

- and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
  - H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
  - I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against 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, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
  - J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against 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 the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
  - K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 6—BONDS AND INSURANCE

### 6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

### 6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

See SC-6.02

- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
  - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities



identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

See SC-6.02

- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

See SC-6.03

- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
  1. include at least the specific coverages required;
  2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
  4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
  5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
  2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
  3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
  4. not seek contribution from insurance maintained by the additional insured; and
  5. As to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

See SC-6.03

#### 6.04 *Builder's Risk and Other Property Insurance*

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

See SC-6.04

- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

- C. *Property Insurance for Substantially Complete Facilities:* Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

#### 6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
  - 1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
  - 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to

Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

## ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

### 7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

### 7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

### 7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

### 7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

See SC-7.04

#### 7.05 "Or Equals"

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
  - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
      - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
      - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
      - 3) has a proven record of performance and availability of responsive service; and
      - 4) is not objectionable to Owner.
    - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
      - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
      - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-

equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

#### 7.06 *Substitutes*

- A. *Contractor's Request; Governing Criteria:* Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
  - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
  - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
  - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
    - a. will certify that the proposed substitute item will:
      - 1) perform adequately the functions and achieve the results called for by the general design;
      - 2) be similar in substance to the item specified; and
      - 3) be suited to the same use as the item specified.
    - b. will state:
      - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
      - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

- 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
  - c. will identify:
    - 1) all variations of the proposed substitute item from the item specified; and
    - 2) available engineering, sales, maintenance, repair, and replacement services.
  - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

#### 7.07 Concerning Subcontractors and Suppliers

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

See SC-7.07



- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

#### 7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against 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 any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against 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 any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

See SC-7.09

#### 7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

### 7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against 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 Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

See SC-7.11

### 7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

### 7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

See SC-7.13

- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

## 7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

## 7.16 *Submittals*

### A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:
  - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determine and verify:
    - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
    - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
    - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
  - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

### 1. *Shop Drawings*

- a. Contractor shall submit the number of copies required in the Specifications.

- b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

- a. Contractor shall submit the number of Samples required in the Specifications.
  - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

*D. Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

*E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
    - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
    - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
    - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
    - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
  2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

*7.17 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. Engineer is entitled to rely on Contractor's warranty and guarantee.

- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
  - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
  - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  - 1. abuse, or improper modification, 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.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
  - 1. Observations by Engineer;
  - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
  - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  - 4. Use or occupancy of the Work or any part thereof by Owner;
  - 5. Any review and approval of a Shop Drawing or Sample submittal;
  - 6. The issuance of a notice of acceptability by Engineer;
  - 7. The end of the correction period established in Paragraph 15.08;
  - 8. Any inspection, test, or approval by others; or
  - 9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

**7.18 Indemnification**

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (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 from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

See SC-7.18

#### 7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
  - 1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
  3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

## **ARTICLE 8—OTHER WORK AT THE SITE**

### **8.01 *Other Work***

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay,

disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

#### 8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
  - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
  - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
  - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

#### 8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
  - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
  - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable

direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## **ARTICLE 9—OWNER'S RESPONSIBILITIES**

### **9.01 *Communications to Contractor***

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### **9.02 *Replacement of Engineer***

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

### **9.03 *Furnish Data***

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

### **9.04 *Pay When Due***

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

### **9.05 *Lands and Easements; Reports, Tests, and Drawings***

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

### **9.06 *Insurance***

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

See SC-9.12

**ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION**

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On

the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

#### 10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

#### 10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

#### 10.05 *Determinations for Unit Price Work*

- A. ~~Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03. See SC-10.05~~

#### 10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

#### 10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise

or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

See SC-10.07

#### 10.08 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

### **ARTICLE 11—CHANGES TO THE CONTRACT**

#### 11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

See SC-11.07

## 11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
  - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

## 11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
  - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
  - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

## 11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.



- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
  - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
  - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
  - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
  - 1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
  - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
  - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
  - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
  - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
  - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
  - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

#### 11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

#### 11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the

proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

**B. Change Proposal Procedures**

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data*: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
  - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
  - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
  4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
  5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. Resolution of Certain Change Proposals**: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. Post-Completion**: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

#### 11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

### **ARTICLE 12—CLAIMS**

#### 12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
  - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
  - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
  - 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
  - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
  - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and

decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## **ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### **13.01 *Cost of the Work***

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
  1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
  2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
  1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which

include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
    - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
  - c. *Construction Equipment Rental*
    - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

- 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
  - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price (“changed Work”), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
  - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
  - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder’s risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor’s fee.
  - g. The cost of utilities, fuel, and sanitary facilities at the Site.
  - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
  - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:
1. Payroll costs and other compensation of Contractor’s officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor’s principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor’s fee.
  2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
6. Expenses incurred in preparing and advancing Claims.
7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
  - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
  - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
    - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
    - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

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

13.02 *Allowances*

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.



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

### 13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.
- E. *Adjustments in Unit Price*
1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
    - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
    - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
  2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other

Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

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

##### 14.01 *Access to Work*

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

##### 14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
  1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  3. by manufacturers of equipment furnished under the Contract Documents;
  4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

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

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

#### 14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 *Acceptance of Defective Work*

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

payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

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

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees,

Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

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

### **15.01 *Progress Payments***

- A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
  - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
  - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
  - 3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
  - 4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work;
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
  - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
  - a. the Work is defective, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
  - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

*D. Payment Becomes Due*

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

*E. Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
  - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. The Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. The Contract Price has been reduced by Change Orders;

- i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
  - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
  - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
  3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

#### 15.02 *Contractor's Warranty of Title*

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

#### 15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor.



If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

#### 15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
  - 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

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

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
  2. The final Application for Payment must be accompanied (except as previously delivered) by:
    - a. all documentation called for in the Contract Documents;
    - b. consent of the surety, if any, to final payment;
    - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
    - d. a list of all duly pending Change Proposals and Claims; and
    - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
  3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10

days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

#### 15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

#### 15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. correct the defective repairs to the Site or such adjacent areas;
  - 2. correct such defective Work;
  - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## **ARTICLE 16—SUSPENSION OF WORK AND TERMINATION**

### **16.01 *Owner May Suspend Work***

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

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
  - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
  - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
  - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

**16.03 *Owner May Terminate for Convenience***

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

**16.04 *Contractor May Stop Work or Terminate***

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

**ARTICLE 17—FINAL RESOLUTION OF DISPUTES**

**17.01 *Methods and Procedures***

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
  - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
  2. agree with the other party to submit the dispute to another dispute resolution process; or
  3. If no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

See SC-17.02

## ARTICLE 18—MISCELLANEOUS

### 18.01 *Giving Notice*

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

### 18.02 *Computation of Times*

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

### 18.03 *Cumulative Remedies*

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

### 18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to

Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Assignment of Contract*

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

18.09 *Successors and Assigns*

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

18.10 *Headings*

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

**END OF GENERAL CONDITIONS**



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# SUPPLEMENTARY CONDITIONS

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

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

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

## Article 1—DEFINITIONS AND TERMINOLOGY

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

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

## Article 2—PRELIMINARY MATTERS

### 2.01 *Delivery of Bonds and Evidence of Insurance*

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

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

### 2.02 *Copies of Documents*

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

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

## Article 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

### 3.01 *Intent*

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

#### Article 4—**COMMENCEMENT AND PROGRESS OF THE WORK**

##### 4.01 *Commencement of Contract Times; Notice to Proceed*

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

##### 4.03 *Reference Points*

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

##### 4.04 *Progress Schedule*

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

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

4.04.D. Contractor shall comply with the requirements of Washoe County Development Code Division 4, Article 414, "Noise and Lighting Standards" in the performance of the Work. However, NO equipment operation, including "warm up," shall occur prior to 8:00 a.m. nor after 7:00 p.m., excluding Saturdays, Sundays, and holidays recognized by Owner. The Engineer shall have final say as to the adequacy of the equipment for other than day use, and no additional payment shall be made to Contractor for the rental of equipment to meet these limitations.

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

##### 5.02 *Use of Site and Other Areas*

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

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

##### 5.03 *Subsurface and Physical Conditions*

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

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

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

**ADD for Water Main Projects:** 5.03.C.2. Similar work in Incline Village has uncovered existing OD steel water mains with pipe wrap manufactured with asbestos-containing materials (ACM). Testing has indicated ACM pipe wrap discovered was in a non-friable state. The Contractor shall have full responsibility with respect to state and federal laws on handling and disposal of materials encountered for this work. No additional compensation will be considered for this work.

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

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

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

5.03.F. Contractor is advised that the Lake Tahoe basin is known for large rocks and boulders buried under the surface, and it is common to find boulders within the work area.

5.04 *Differing Subsurface or Physical Conditions*

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

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

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

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

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

5.06 *Hazardous Environmental Conditions*

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

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

Article 6—**BONDS AND INSURANCE**

6.02 *Insurance—General Provisions*

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

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

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

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

### 6.03 *Contractor's Insurance*

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

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

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

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

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

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

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

6.04 *Builder's Risk and Other Property Insurance*

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

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

Article 7—**CONTRACTOR'S RESPONSIBILITIES**

7.03 Add the following after paragraph 7.03.C:

7.03.D **Working Hours.** Working hours shall be limited to 8:00 a.m. to 5:30 p.m. Monday through Friday unless otherwise directed by Owner. No equipment operation, including "warm up", refueling or maintenance, shall occur outside these hours. Contractor shall not permit the performance of work outside these hours without Owner's written consent given after prior written notice to Engineer.

CONTRACTOR shall comply with all local and regional Noise Ordinances in the performance of the work. The ENGINEER shall have final say as to the adequacy of the equipment for other than day use and no additional payment shall be made to CONTRACTOR for the rental of equipment to meet these limitations.

Documented instances of noise producing activities by the CONTRACTOR outside of the permitted working hours shall result in a written warning for the first offense and a \$500 penalty for each subsequent offense.

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

7.04 *Services, Materials, and Equipment*

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

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

7.07 *Services, Materials, and Equipment*

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

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

#### 7.09 *Permits*

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

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

1. The CONTRACTOR shall conduct all Work in accordance with the Tahoe Regional Planning Agency (TRPA) Code of Ordinances, whether shown on the plans or not. If the CONTRACTOR fails to follow any requirements which result in a penalty by TRPA to the OWNER, the CONTRACTOR shall be responsible for any costs associated with the penalty.
2. Contractor shall be responsible for dust control throughout all phases of construction. All local ordinances regarding dust control shall be complied with, including the Washoe County Health Department requirements. The responsibility of obtaining the regulations and requirements, including obtaining a Dust Control Permit, if required, and full compliance with such ordinances is solely that of the Contractor.
3. **ADD to Water Main projects:** Contractor to acquire Washoe County Street Cut permits from Washoe County Road Department prior to starting any work. Owner will pay all fees associated with acquiring this permit. Contractor will pay all penalties associated with this permit.

#### 7.11 *Laws and Regulations*

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

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

7.11.D.1. Prevailing Wage Rates:

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

7.11.D.2. Fair Employment Practices:

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

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



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

7.11.D.3. Preferential Employment:

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

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

7.11.D.4, SB 207, Apprenticeship Utilization Act

Contractor shall comply with Chapter 527, Statutes of Nevada 2019, enacted by the Nevada Legislature by passage of Senate Bill 207, which requires contractor and subcontractors to comply with certain requirements relating to the use of apprentices on public works projects. The Prime Contractor will be liable for any subcontractor non-compliance.

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

7.13 *Safety and Protection*

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

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

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

necessary safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities. Contractor shall comply with OSHA's Hazard Communication Standards.

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

#### 7.18 *Indemnification*

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

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

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

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

#### Article 8—OTHER WORK AT THE SITE

No suggested Supplementary Conditions in this Article.

#### Article 9—OWNER'S RESPONSIBILITIES

##### 9.12 *Owner's Site Representative*

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

##### 9.13 *Owner as Resident Project Representative*

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

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

#### Article 10—ENGINEER'S STATUS DURING CONSTRUCTION

##### 10.05 Determinations for Unit Price Work

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

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

##### 10.07 Limitations on Engineer's Authority and Responsibilities

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

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

#### Article 11—CHANGES TO THE CONTRACT

##### 11.07 *Change of Contract Price*

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

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

#### Article 12—**CLAIMS**

No suggested Supplementary Conditions in this Article.

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

No suggested Supplementary Conditions in this Article.

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

No suggested Supplementary Conditions in this Article.

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

No suggested Supplementary Conditions in this Article.

#### Article 16—**SUSPENSION OF WORK AND TERMINATION**

No suggested Supplementary Conditions in this Article.

#### Article 17—**FINAL RESOLUTIONS OF DISPUTES**

##### 17.02 *Arbitration*

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

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

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

applicable statute of limitations. The demand for arbitration should include specific reference to Paragraph SC-17.02.D below.

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

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

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

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

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

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

#### Article 18—**MISCELLANEOUS**

No suggested Supplementary Conditions in this Article.

### **END OF SUPPLEMENTARY CONDITIONS**

**EXHIBIT "D"**

**WASHOE COUNTY PREVAILING WAGES, CURRENT EDITION AS OF OCTOBER 1, 2022  
INCLUDES ALL APPLICABLE AMENDMENTS**

**Coating for Steel Water Storage Reservoirs**  
**IVGID Project No. 2299DI1204**

April 24, 2023

**Owner**

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

**Designer**

IVGID Engineering Division  
1220 Sweetwater Road  
Incline Village, NV 89451  
775-832-1267

**PART 1 - REVISIONS TO PROJECT CONTRACT**

This is a Prevailing Wage project. In accordance with the provisions of NRS 338.020 and 338.030, the Labor Commissioner has determined the general prevailing wage in the locality of the District for each craft and type of workman, and the Contract will contain in express terms the hourly and daily rate of such prevailing wage.


*The PWP number for this project is WA-2023-359*

Wage rates will be based on the 2022/2023 Prevailing Wage Rates for Washoe County.

The undersigned agrees to the foregoing information and, by signature below, verifies that their bid dated April 12, 2023 was submitted in accordance with NRS 338 and State of Nevada Prevailing Wage requirements.

**COMPANY NAME:**

Signed:



Signature of Authorized Agent

CHRISTOPHER ERB, VICE PRESIDENT, RDC

Print or Type Name

# STATE OF NEVADA

STEVE SISOLAK  
GOVERNOR

TERRY REYNOLDS  
DIRECTOR

BRETT K. HARRIS  
LABOR COMMISSIONER



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

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

## 2023 PREVAILING WAGE RATES WASHOE COUNTY

**DATE OF DETERMINATION: October 1, 2022**

**APPLICABLE FOR PUBLIC WORKS PROJECTS OVER \$100,000 BID/AWARDED  
OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023**

Pursuant to Nevada Revised Statutes (NRS) section 338.030(9)(a), "If the contract for a public work: (a) Is to be awarded pursuant to a competitive bidding process, the prevailing wages in effect at the time of the opening of the bids for a contract for a public work must be paid until the completion or termination of the contract or for the 36 months immediately following the date on which the bids were opened, whichever is earlier." For contracts not awarded pursuant to competitive bidding, please see NRS section 338.030(9)(b). However, if a project exceeds 36 months new wage rates may apply pursuant to NRS section 338.030(9)(10). Prevailing Wage Rates may be adjusted based on Collective Bargaining Agreements (CBA's) and adjustments to those agreements. (See NRS 338.030)

**PREVAILING WAGE DETERMINATIONS** - NRS 338.030 subsection 7, the wages so determined must be:

- (a) Issued by the Labor Commissioner on October 1 of the odd-numbered year in which the survey was conducted and, except as otherwise provided in subsection 8, remain effective for 2 years after that date; and
- (b) Made available by the Labor Commissioner to any public body which awards a contract for any public work.

Senate Bill 243 passed during the 80th Nevada Legislative Session (2019) and set forth in NRS section 338.025, now requires the Labor Commissioner to calculate the Prevailing Wage Rates by region. NRS section 338.025 Prevailing wage regions. For the purpose of determining the prevailing rate of wages pursuant to NRS section 338.030, four prevailing wage regions are hereby established in this State as follows:

1. The Washoe Prevailing Wage Region consisting of Washoe County;
2. The Northern Rural Prevailing Wage Region consisting of Carson City and the counties of Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon, Mineral, Storey, Pershing and White Pine;
3. The Clark Prevailing Wage Region consisting of Clark County; and
4. The Southern Rural Prevailing Wage Region consisting of the counties of Esmeralda, Lincoln and Nye.

**OBJECTIONS TO PREVAILING WAGE DETERMINATIONS** – NRS section 338.030 subsection 2. Objections to the Prevailing Wage Determinations must be submitted within 30 days after the Prevailing Wage Determinations are issued.

Pursuant to NRS section 338.030 subsection 8, the Labor Commissioner will review the prevailing wage rates in each even-numbered year to determine if adjustments should be made.

**As Amendments/Revisions are made to the wage rates, they will be posted on the website for each respective Region. Please review regularly for any Amendments/Revisions that are posted or contact our offices directly for further assistance.**



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<a href="#">Boilermaker</a> .....	6
<a href="#">Bricklayer</a> .....	7
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<a href="#">Cement Mason</a> .....	9
<a href="#">Electrician – Communication Technician</a> .....	10
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<a href="#">Fence Erector</a> .....	18
<a href="#">Flagperson</a> .....	19
<a href="#">Floorcoverer</a> .....	20
<a href="#">Glazier</a> .....	21
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**NRS section 338.010 subsection (25) “Wages” means:**

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

**NRS section 338.035 Bona Fide Fringe Benefits** - Discharge of part of obligation of contractor or subcontractor engaged on public work to pay wages by making certain contributions in name of workman. “Bona fide fringe benefit” means a benefit in the form of a contribution that is made not less frequently than monthly to an independent third party pursuant to a fund, plan or program: (a) Which is established for the sole and exclusive benefit of a worker and his or her family and dependents; and (b) For which none of the assets will revert to, or otherwise be credited to, any contributing employer or sponsor of the fund, plan or program. The term includes, without limitation, benefits for a worker that are determined pursuant to a collective bargaining agreement and included in the determination of the prevailing wage by the Labor Commissioner pursuant to NRS section 338.030.

Please see NRS sections 338.010, 338.020, and 338.035 and Nevada Administrative Code (NAC) sections 338.0097 and 338.092 through 338.100 for further details on “Bona fide fringe benefits” and reporting requirements and exceptions.

**Job Descriptions for Recognized Classes of Workers**

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

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

**Zone Rates**

The zone rate has been added to each applicable craft.

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

Craft: AIR BALANCE TECHNICIAN (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Air Balance Technician Journeyman.....	71.50
Air Balance Technician-Foreman.....	75.71
Air Balance Technician-General Foreman.....	79.93

**ADD ZONE RATE**

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

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 100 miles	\$5.00
Zone 3	Over 100 miles	\$10.00 the employee shall be provided reasonable lodging and meal expenses.

**ADD PREMIUM PAY**

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

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

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

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

**RECOGNIZED HOLIDAYS**

New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, and Christmas Day

**JOB DESCRIPTION:** Excerpt from Sheet Metal Local 26 Collective Bargaining Agreement

(a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air veyor systems, exhaust systems, and air-handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; (e) metal roofing; and (f) all other work included in the jurisdictional claims of International Association of Sheet Metal, Air, Rail and Transportation Workers.

Craft: ALARM INSTALLER (Non-Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Alarm Installer.....33.79

**JOB DESCRIPTION:**

Includes but is not limited to:

1. Installing or testing electrical protective signaling systems used to provide notification of fire, burglary or other irregularities on the premises of the subscriber of the system;
2. Installing of wiring and signaling units;
3. Repairing electrical protective signaling systems
4. Starting up, programming and documenting systems;

Craft: BOILERMAKER (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Boilermaker.....	65.94
Boilermaker Foreman.....	65.94
Boilermaker General.....	65.94

**ADD PREMIUM PAY**

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

**JOB DESCRIPTION:**

Includes but is not limited to:

1. Constructing, assembling, maintaining and repairing stationary steam boilers and boiler house auxiliaries;
2. Aligning structures or plate sections to assemble boiler frame tanks or vats;
3. Assisting in the testing of assembled vessels, directing cleaning of boilers and boiler furnaces;
4. Inspecting and repairing boiler fittings, including, without limitation, safety valves, regulators, automatic-control mechanisms, water columns and auxiliary machines.

Craft: BRICKLAYER (Union Rate)  
**Prevailing wage rates include the base rate as well as all applicable fringes**

Bricklayer Journeyman.....48.71  
 Bricklayer Foreman.....49.96

**Add Zone pay**

Zone	75 miles and Over	\$8.13
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**ADD PREMIUM PAY**

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

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

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

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

**RECOGNIZED HOLIDAYS**

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday.  
 New Year’s Day, President’s Day, Memorial Day, Fourth of July, Labor Day, Admission Day,  
 Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between No, NV Masonry Contractors and LIUNA  
 Local 169

This shall apply to and cover the work of Brick/Block Masonry, Stone Masonry, Artificial Masonry  
 Marble Masonry.

Craft: CARPENTER (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Carpenter Journeyman.....	54.91
Carpenter Foreman.....	58.32
Carpenter General Foreman.....	62.07

**ADD ZONE RATE**

(Building and Heavy Highway and Dam Construction)

In addition to CARPENTER rates add the applicable amounts per hour, calculated from the Washoe County Courthouse:

Zone 1	0 to 75 miles	\$0.00 (Road miles from the Washoe County Courthouse)
Zone 2	75 to 150 miles	\$4.00
Zone 3	150 to 300 miles	\$5.00
Zone 4	Over 300 miles	\$6.00

**ADD PREMIUM PAY**

Any work performed over eight (8) hours per day and on Saturdays shall be compensated at time and one-half (1-1/2x) the appropriate hourly rate. All work performed on Sundays, holidays and over twelve (12) hours in one (1) day shall be compensated at two times (2x) the appropriate hourly rate. In the event a day's work is lost because of severe weather conditions or major mechanical breakdown, work may be performed on a voluntary basis on a Saturday at the straight time hourly rate for eight (8) hours provided the straight time hours worked in one (1) week do not exceed forty (40) hours.

**RECOGNIZED HOLIDAYS**

New Year's Day, Memorial Day, 4th of July, Labor Day, Admission's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day.

**JOB DESCRIPTION** Excerpt from Southwest Regional Council of Carpenters and Affiliated Local Unions Master Labor Agreement

(1) All building construction, including but not limited to the construction, erection, alteration, repair, modification, demolition, addition, or improvement in whole or in part of any building structure. All rigging of Carpenters', and Piledrivers' materials.

(2) All heavy, highway and engineering construction, including but not limited to the construction, improvement, modification and demolition of all or any part of the streets, highways, bridges, viaducts, railroads, tunnels, airports, water supply, irrigation, flood control and draining systems, sewers and sanitation projects, dams, power houses, refineries, aqueducts, canals, river and harbor projects, wharves, docks, breakwaters, jetties, quarrying of breakwaters or rip rap stone or operations incidental to such heavy construction work and whether such work is above or below the water line level.

(3) The character of such work covered by this Agreement shall include but not be limited to all carpenter, concrete form work, shoring, drywall, metal stud, drywall finishing, plaster, scaffold, modular furniture, trade show work, insulation, acoustical, and lathing work on such construction

(4) All interior and/or exterior wall finish work, including EIFS and other wet wall finish work.

Craft: CEMENT MASON (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Cement Mason - Journeyman.....	48.92
Cement Mason - Foreman.....	52.55

**ADD ZONE RATE**

In addition to CEMENT MASON rates add the applicable amounts per hour, calculated from the Reno Post Office, 50 So. Virginia St., Reno, Nevada:

Zone 1	0 to 90 miles	\$0.00
Zone 2	over 90 miles	\$6.00

**ADD PREMIUM PAY**

OVERTIME – Any worked performed over eight (8) hours per day shall be compensated at time and one half the hourly rate. All work performed after twelve (12) consecutive hours shall be paid at double the hourly rate. All worked performed on Saturdays shall be compensated at time and one half the hourly rate. All Sunday and Holiday work shall be paid for at double time.

**RECOGNIZED HOLIDAYS**

New Year’s Day, Memorial Day, Independence Day, Labor Day, Admissions Day, Thanksgiving Day and the following Friday following Thanksgiving Day, and Christmas

**JOB DESCRIPTIONS**

1. All building construction, including but not limited to the construction, erection, alteration, repair, modification, demolition, addition, or improvement in whole or in part of any building structure.

2. All heavy, highway and engineering construction, including but not limited to construction, improvement, modification, demolition, of all or any part of streets and highways (including sidewalks, curbs and gutters), bridges, viaducts, rail roads, tunnels, airports, water supply, irrigation, flood control and drainage systems, sewers and sanitation projects, dams, power houses, refineries, aqueducts, canals, river and harbor projects, wharves, docks, breakwaters, jetties, quarrying of breakwater or rip-rap stone, or operation incidental to such heavy construction work.

3. The work to be performed by Cement Masons shall include but not be limited to the following, when tools of the Cement Masons trade are used or required:

Setting screeds, screed pins, curb forms and curb and gutter forms, rodding, spreading and tamping concrete, hand application of curing compounds, applying topping (wet or dry) colors or grits; using Darby and push floats, hand troweling or hand floating; marking edging, brooming or brushing, using base cove or step tools; chipping, and stoning, patching or sacking; dry packing; spreading and finishing gypsum, operating mechanical finishers (concrete) such as Clary, Jackson, Bidwell Bridge Deck Paver or similar types; grinding machines; troweling machines, floating machines powered concrete saws; finishing of epoxy and resin materials, bush hammering and exposed finishes for architectural work.

Operation of skill saw, chain saw, Laser Screed, Laser Level, Curb and Slipform machines, Epoxy Type Injection pumps, stamps or other means of texturing, any new devices, which are beneficial to the construction of or with concrete or related products.



Craft: ELECTRICIAN COMMUNICATION TECHNICIAN (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Communication Installer.....	44.79
Communication Technician.....	49.66
Senior Technician .....	52.91

**ADD ZONE RATE**

In addition to Electrician Communication Tech rates add the applicable amounts per hour, calculated from the Washoe County Courthouse:

Zone 1	0 to 70 miles	\$0.00
Zone 2	70 to 90 miles	\$8.00
Zone 3	90 miles and over	\$10.00

**ADD PREMIUM PAY**

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

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

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

1. For all hours worked over eight (10) hours in one day or shift.
2. For any hours worked on Sunday
3. For any hours worked on Holidays

**Shift Rates**

1. Swing shift to be paid at seventeen-point three (17.3) percent the regular straight time rate for hours between 4:30 p.m. and 1:00 a.m.
2. Graveyard shift to be paid at thirty-one-point four (33.4) percent the regular straight time rate for hours between 12:30 a.m. and 9:00 a.m.
3. Shifts are established for at least five (5) consecutive days or double the regular straight time rate shall be paid.

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

**JOB DESCRIPTION:**

The work covered by this Agreement shall include the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

- A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS 1. Background-foreground music 2. Intercom and telephone interconnect systems 3. Telephone systems 4. Nurse call systems 5. Radio page systems 6. School intercom and sound systems 7. Burglar alarm systems 8. Low-voltage

master clock systems 9. Multi-media/multiplex systems 10. Sound and musical entertainment systems  
11. RF Systems 12. Antennas and Wave Guide

B. FIRE ALARM SYSTEMS \* 1. Installation, wire pulling and testing

C. Television and Video Systems 1. Television monitoring and surveillance systems 2. Video security systems 3. Video entertainment systems 4. Video educational systems 5. Microwave transmission systems 6. CATV and CCTV

D. Security Systems 1. Perimeter security systems 2. Vibration sensor systems 3. Card access systems  
4. Access control systems 5. Sonar/Infrared monitoring equipment

E. COMMUNICATION SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS (IN THE SCOPE)  
1. SCADA (Supervisory Control and Data Acquisition) 2. PCM (Pulse Code Modulation) 3. Inventory Control Systems 4. Digital Data Systems 5. Broadband and Baseband and Carriers 6. Point of Sale Systems 4 7. VSAT Data Systems 8. Data Communication Systems 9. RF and Remote-Control Systems 10. Fiber Optic Data Systems

Craft: ELECTRICIAN LINEMAN/GROUNDMAN/HEAVY EQUIPMENT OPERATOR  
(Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Electrician-Groundman.....	56.09
Lineman-Journeyman.....	81.13
Lineman-Foreman.....	87.80
Lineman-General Foreman.....	94.54
Lineman-Equipment Man.....	67.81

**ADD PREMIUM PAY**

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

**RECOGNIZED HOLIDAYS**

New Year's Day, Martin Luther King Holiday, President's Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:**

Outside, overhead and underground construction and maintenance work on electrical transmission lines, switch yards, substations and distribution systems which shall include:

1. Pole line work (whether built of wood, metal or other material): the digging and back-filling of holes for poles or anchors (by hand or mechanical equipment); the loading or unloading, handling, sorting and moving of materials; the assembly or erection of all materials including the guying, stringing of conductors and fiber optics or other work necessary on through to the ultimate completion of such pole work.

2. Steel or metal structures used for the purpose of carrying electrical wire, conductors, or equipment (this includes transmission towers, outdoor substations, switch racks, or similar electrical structures); the moving of men, tools or equipment; the loading or unloading, handling, sorting and moving of materials; the assembly and erection of all materials used on the job site, including the assembly of the grillage and foundations, on through to the ultimate completion of such structures. Work covered shall include the grounding of all such structures except the bonding of stub-angle to rebar cage; the stringing and installation of wires, cables and insulators or other electrical equipment suspended from structure; also the handling and placing of transformers or O.C.B.'s and other related electrical equipment.

The moving of men, tools or equipment; the loading or unloading, handling, sorting and moving of materials; the assembly of all electrical materials on race-ways such as ducts, shall be performed by workmen under the Agreement. This shall also include CIC (cable in conduit), CC (coillable conduit), the placing of fish wire, the pulling of cables or wires through such race-ways, installing and making up of termination and the splicing of such conductors.

Street lighting systems where such work properly comes under the outside jurisdiction shall be handled in the same manner as pole line construction.

Installing and maintaining the catenary and trolley work and bonding of rails shall be handled in the same manner as pole line, and steel construction.

In connection with all of the above items, it is understood the scope of this Agreement shall include not only new installation work but shall also govern the repair, maintenance or dismantling of such structures, lines or equipment; the handling and operating of all equipment used to transport men, tools and/or materials on the job site as well as the equipment used to move, raise or place materials used in the Outside Branch of the Electrical Industry shall be performed by workmen under this Agreement unless otherwise excluded herein.

Craft: ELECTRICIAN – NEON SIGN  
(Non-Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Electrician Neon Sign Journeyman.....37.06

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

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

Craft: ELECTRICIAN WIREMAN (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Wireman.....	69.61
Wireman-Cable Splicer.....	75.41
Wireman Forman.....	75.41
Wireman General Foreman.....	81.21

**ADD ZONE RATE**

In addition to ELECTRICIAN-Wireman, rates, add the applicable amounts per hour, calculated from Washoe County Courthouse, Reno Nevada:

Zone 1	0 to 70 miles	\$0.00
Zone 2	70 to 90 miles	\$8.00
Zone 3	90 miles and over	\$10.00

**ADD PREMIUM PAY**

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment One and one half (1 ½) the regular straight time hourly rate shall be paid:

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

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

3. For all hours worked over ten (10) hours in one day or shift.
4. For any hours worked on Sunday
5. For any hours worked on Holidays

**Shift Rates**

1. Swing shift to be paid at seventeen-point three (17.3) percent the regular straight time rate for hours between 4:30 p.m. and 1:00 a.m.
2. Graveyard shift to be paid at thirty-one-point four (33.4) percent the regular straight time rate for hours between 12:30 a.m. and 9:00 a.m.
3. Shifts are established for at least five (5) consecutive days or double the regular straight time rate shall be paid.

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

**RECOGNIZED HOLIDAYS**

New Year’s Day, Memorial Day, Independence Day, Labor Day, Admission Day, Veteran’s Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between NECA and Local Union 401, IBEW

All electrical construction, installation, or erection work including fabrication or prefabrication of boxes, brackets, bends and nipples and all electrical maintenance thereon including the final running tests. This shall include the installation and maintenance of temporary wiring and the installation of all electrical lighting, heat and power equipment, installation of all raceway systems, including underground conduits and all supports, underground utility conduits, photovoltaic power generation systems, wind power generation systems and geothermal power generating systems. Further all salvage of electrical work shall be included.

Craft: ELEVATOR CONSTRUCTOR (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Elevator Constructor-Journeyman Mechanic.....	117.95
Elevator Constructor-Journeyman Mechanic In Charge.....	128.06

**ADD PREMIUM PAY**

Work performed on Construction Work on Saturdays, Sundays and before and after 30 the regular working day on Monday to Friday, inclusive, shall be classed as overtime, and paid for at double the rate of single time.

**RECOGNIZED HOLIDAYS**

New Year's Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement of International Union of Elevator Constructors

The handling and unloading of all equipment coming under the jurisdiction of the Elevator Constructor, from the time such equipment arrives at or near the building site, shall be handled and unloaded by the Elevator Constructors. Mechanical equipment such as a forklift or truck mounted swing boom may be used by the Elevator Constructors. A derrick, crane or material hoist can be used under the supervision of Elevator Constructors to handle and unload the heavy material described in Par. 5(a). Where unusual conditions are expected to exist prior to delivery of equipment at or near the building site in regard to handling and unloading of equipment in the primary or secondary jurisdiction of the local union, the Company shall contact the Local's Business Representative to make appropriate arrangements for the handling and unloading of such equipment. In areas outside the jurisdiction of the local union, the Company shall contact the Regional Director.

(b) The erecting and assembling of all elevator equipment to wit: electric, hydraulic, steam, belt, dumbwaiters, residence elevators, parking garage elevators (such as Bowser, Pigeon Hole, or similar types of elevators), shuttles, compressed air and handpower, automatic people movers, monorails, airport shuttles and like-named devices used in the transportation of people for short distances of travel (less than 5 miles), as well as vertical reciprocating conveyor systems.

(c) It is understood and agreed that the preassembly of all escalators, moving stairways and link belt carriers that may be done in the factory shall include the following:

1. Truss or truss sections with tracks, drive units, machines, handrail drive sheaves, drive chains, skirts on the incline sections but not curved sections, step chains and steps installed and permanently aligned.
2. Balustrade brackets may be shipped attached but not aligned.
3. Setting of all controllers and all wiring and conduit from the controller.

All other work on escalators, moving stairways and link belt carriers shall be performed in the field before or after the truss or truss sections are joined and/or hoisted and placed in permanent position. This includes any and all work not done in the factory. The erecting and assembly of all theater stage and curtain elevator equipment and guides and rigging thereto, organ consoles and orchestra elevators

- (d) All wiring, conduit, and raceways from main line feeder terminals on the controller to other elevator apparatus and operating circuits. Controllers are not to be shipped from the factory with extended wiring attached thereto.
- (e) The erecting of all guide rails.
- (f) The installation of all grating under the control of the Company. The installation of all counterweight screens, overhead work, either wood or iron, and all material used for mounting of elevator apparatus in machine room, overhead or below.
- (g) The drilling of overhead beams for attaching machines, sheaves, kick angles, and all other elevator equipment.
- (h) The setting of all templates.
- (i) All foundations, either of wood or metal, that should take the place of masonry.
- (j) The assembly of all cabs complete.
- (k) The installation of all indicators.
- (l) The erecting of all electrical or mechanical automatic or semi-automatic gates complete.
- (m) The hanging of all automatic or semi-automatic elevator hoistway doors, together with the installation of hangers and tracks.
- (n) The installation of all devices for opening and closing and locking of elevator car and hoistway doors and gates.
- (o) The drilling of doors for mounting of closing devices.
- (p) The drilling of angle supports for mounting of closing devices except one template hole.
- (q) The drilling of sills for sill trips.
- (r) The operating of temporary cars.
- (s) The setting of all elevator pressure open or pit tanks.
- (t) The setting of hydraulic power units (power units include: motor, pump, drive valve system, internal piping, muffler, internal wiring, controller and tank). Where power units arrive in parts, they shall be assembled at the job site. The wiring and piping to and between multiple hydraulic power units shall be performed at the job site.
- (u) All air cushions with the exception of those built of brick or those put together with hot rivets.
- (v) Landing door entrances.



Craft: FENCE ERECTOR (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Fence Erector.....45.78

**ADD ZONE RATE**

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

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

**ADD PREMIUM PAY**

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

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

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

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

**RECOGNIZED HOLIDAYS**

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year’s Day, President’s Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:**

Includes but is not limited to:

1. Erecting or repairing chain link, wooden, tortoise, wire/wire mesh, or temporary fencing;
2. Mixing and pouring concrete around bases of posts and tamping soil into post hole to embed post;
3. Digging post holes with a spade, post hole digger or power-driven auger;
4. Aligning posts through the use of lines or by sighting;
5. Verifying vertical alignment of posts with a plumb bob or spirit level;

Craft: FLAG PERSON (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Flag Person.....42.66

**ADD ZONE RATE**

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

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

**ADD PREMIUM PAY**

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

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

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

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

**RECOGNIZED HOLIDAYS**

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year’s Day, President’s Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION**

**FLAG PERSON**, includes but is not limited to:

1. Directing movement of vehicular traffic through construction projects;
2. Distributing traffic control signs and markers along site in designated pattern;
3. Informing drivers of detour routes through construction sites;

Craft: FLOOR COVERER (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Floor Coverer Journeyman.....	50.69
Floor Coverer Foreman.....	54.12

**ADD PREMIUM PAY**

Shift work

1. \$2.00 per hour will be added to the taxable net wage to shift schedule of hours worked between 6:00 p.m. and 6:00 a.m.

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

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

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

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

**RECOGNIZED HOLIDAYS**

New Year’s Day, Memorial Day, Independence Day, Labor Day, Admissions Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between Painters and Allied Trades DC 16 and Independent Flooring Contractors of No Nevada

Measuring, cutting, fabricating, fitting, installing to be cemented, tacked or otherwise applied to its base wherever it may be, all materials whether used either as a decorative covering or as an acoustical appliance such as carpets of all types and designs, wall carpets, sheet rubber, sheet vinyl, cork carpet, rubber tile, asphalt tile, tile, cork tile, linoleum tile, mastic in sheets or the tile from vinyl tile, interlocking tile, laminate flooring, engineered wood, hardwood, composition in sheet or tile form and all derivatives of above; the fittings of all devices for the attachment of the above materials and the fitting of all decorative or protective trim to and adjoining the above materials which shall include the drilling and plugging of holes and attaching of strips, slats, nosing, etc. on any base where the above materials are to be installed, or applied, such as drilling, plugging, slating, and slating for installing or fastening of carpet, the installing of all nosing, cap strips, corner beads and edging of any material and the preparatory work of the craft for all of the aforesaid. Also, the cleaning of rugs, carpets, and drapery hanging, make-up and the installation of drapes, the spraying and/or rolling of adhesives as required for double stick installation and carpet tiles.

Craft: GLAZIER (Non-Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Glazier Journeyman.....25.25

**JOB DESCRIPTION:**

Includes but is not limited to:

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

Craft: Highway Stripper (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Highway Stripper.....	48.28
Highway Stripper Foreman.....	48.78

**ADD ZONE RATE**

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

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

**ADD PREMIUM PAY**

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

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

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

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

**RECOGNIZED HOLIDAYS**

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year’s Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:**

Includes but is not limited to:

1. Painting highways, streets and parking surfaces by using manually propelled or mechanically propelled machines, brushes, rollers or spray guns;
2. Installing any device or application of any material used in lieu of paint for traffic direction, including, without limitation, buttons, tapes, plastics, rumble bars and other similar materials;

Craft: Hod Carrier-Brick Mason Tender (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Brick Mason Journeyman.....	46.03
Brick Mason Foreman.....	46.43

**ADD ZONE RATE**

In addition to Hod Carrier Brick Mason Tender rates add the applicable amounts per hour, calculated based on road miles from the Washoe County Courthouse:

Zone	75 miles and Over	\$8.13
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**ADD PREMIUM PAY**

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

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

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

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

**RECOGNIZED HOLIDAYS**

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between No, NV Masonry Contractors and LIUNA Local 169

Conveying of all materials used by the Brick and Stone Masons from the first point of delivery to the Mechanic whether done manually or by a piece of machinery or equipment devised to replace the wheelbarrow or buggy, including but not limited to the forklift. The handling of Bricks, Blocks, mortar, or any other material to serve the bricklayer in any capacity building and dismantling scaffolds of any kind or type used by Bricklayers for masonry work including but not limited to tower scaffolds, access scaffolds, or other specialty scaffolds, mixing and tempering mortar by hand and/or machine, mixing grout and cleaning up after the bricklayer, the repairing and maintenance of all equipment, either on the job or in the yard.

Craft: Hod Carrier-Plasterer Tender (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Plasterer Tender-Journeyman.....	46.37
Plasterer Tender- Gun Tender.....	47.37
Plasterer Tender-Foreman.....	47.73

**ADD ZONE RATE**

In addition to: HOD CARRIER-PLASTERER TENDER rates add the applicable amounts per hour, calculated based on road miles from So. Virginia St., Reno, Nevada:

Zone 1	0 to 70 miles	\$0.00
Zone 2	70 miles and Over	\$8.00

**ADD PREMIUM PAY**

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

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

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

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

**RECOGNIZED HOLIDAYS**

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year’s Day, President’s Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between Plasterers Contractors and LIUNA Local Union 169

Any Employee within the scope of this division tending or serving any other worker performing plasterers work, any plasterer, plasterers, or apprentices in any capacity performing plasterers work including but not limited to, handling and conveying of all materials after delivery used by plasters, including but not limited to, inside finish coat, outside finish coat, brown coat, scratch coat, sprayed or trowled on fireproofing, EIFS systems, and other materials or systems for the same or similar purpose whether done manually or by a piece of machinery or equipment devised to replace the wheelbarrow or buggy, including but not limited to the forklift, tusk hoist, and rigging and signaling for cranes to the point or points of application or installation, making mixing and preparing after delivery all materials used by plasters, whether by hand or machine including but not limited to mixers, pumps for plaster or fire proofing, plaster, finish coats, fireproofing, including Monocoat, Cafco or other materials for the same or similar use, moving any rolling scaffolding, building and handling all necessary trestle, scaffolding and planking of scaffolding for plasterers and lathers, building mortar boxes, mortar boards and stands, and the repairing and maintenance of all equipment either on the job or in the yard, the spreading of all temporary protective drop cloths, building paper or plastic covers and taping of same (in a composite crew with the plasterers when necessary), the cleaning of all floors, and debris, behind the plasterers or any other worker performing plasterers work in connection with the work performed all work necessary for cold weather protection and cure including but not limited to handling installing or tending to blankets, visqueen, and space heaters, and running putty.

Tending to plasterers or any other worker performing plasterers work on EFIS system work shall include all work after the wallboard is installed including but not limited to any preparatory sealing or leveling, placing foam, mesh, and plaster including any rough, finish, and color coats.

For sprayed on fire proofing work only, including Monocoat, Cafco or other materials for the same or similar use an Employer signatory to this Agreement and the Local 169, Laborers Master Agreement may employ Laborers at the Group 1 wage rate to perform overspray protection, the spreading of all temporary protective drop cloths, building paper or plastic covers and taping of same, the cleaning of all floors, and debris, cold weather protection and cure including but not limited to handling installing or tending to blankets, visqueen, and space heaters and moving rolling scaffolding.



Craft: Ironworker (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Ironworker-Journeyman.....	78.74
Ironworker - Foreman.....	83.21
Ironworker -General Foreman.....	88.13

**ADD ZONE RATE**

In addition to Iron Worker rates add the applicable amounts per day, calculated based on a road mile from the Reno City Hall.

Zone 1	60 to 75 miles	\$20.00
Zone 2	75 to 100 miles	\$25.00
Zone 3	100 miles and over	\$75.00

**ADD PREMIUM PAY**

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

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

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

1. For all hours worked over ten (10) hours in one day or shift.
2. For any hours worked on Sunday.
3. For all hours worked over eight (8) on Saturday
4. For all hours worked on Holidays

Shift Pay

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

**RECOGNIZED HOLIDAYS**

New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB CLASSIFICATION:** Excerpt from Agreement between NV AGC and DC of Ironworkers

Field fabrication and/or erection or deconstruction of structural, ornamental and reinforcing steel, including but not limited to the fabrication, rigging and signaling, erection and construction of all iron and steel, ornamental lead, bronze, brass, copper and aluminum, plastics and all other substitute materials, including, but not limited to, composites, carbon fiber and fiberglass, all barrier railings, handrail, aluminum, steel, glass and plastic, reinforced concrete structures or parts thereof; bridges, viaducts, inclines, dams, docks, dredges, vessels, locks, gates, guides, aqueducts, reservoirs, spillways, flumes, caissons, cofferdams, subways, tunnels, cableways, tramways, monorails, blast furnaces, stoves, kilns, coolers, crushers, agitators, pulverizers, mixers, concentrators, ovens, cupolas, roof decking such as but not limited to “Cofar”, “Trusdeck”, Mahon “M”; smoke conveyors, penstocks, flag poles, drums, shafting, shoring, fur and storage rooms, fans and hot rooms, stacks, bunkers, conveyors, dumpers, elevators, vats, tanks, enamel tanks, enamel vats, towers, pans, hoppers, plates, anchors, caps, corbels, lintels, Howe and combination trusses, grillage and foundation work, grating, bucks, partitions, hanging ceilings, hangers, clips, brackets, flooring, floor construction and domes, rolling shutters, curtains, frames; aluminum, rolling fire, won and iron doors, including supports; cast

tiling, air ducts, duct and trench frames and plates; wire work, railings, wire cable including pipe, guards, fencing, grill work, sidewalk and vault lights, skylights, roofs, canopies, light steel framing, marquees, awnings and other related equipment elevator and dumb waiter enclosures, elevator cars, tracks, fascias, aprons, operating devices, steel and aluminum sash, hardware and screens, frames, fronts, lockers, racks, book stacks, tables, shelving, metal furniture, seats, chutes, escalators, stairways including pre-engineered stairs, ventilators, boxes, fire escapes, signs, jail and cell work, safes, vaults, vault doors, safe deposit boxes, corrugated sheets when attached to steel frames, including insulation; frames in support of boilers; materials altered in field such as framing, cutting, bending, drilling, burning and welding including by acetylene gas and electric machines; metal forms and false work pertaining to concrete construction; seismic isolation systems and dampening systems including base isolators, sectional water tube and tubular boilers and stokers; traveling sheaves, vertical hydraulic elevators, bulkheads, skip hoists, making and installation of articles made of wire and fibrous rope, rigging in connection with pumps, compressors, forced and induced draft fans, air meters, Bailey meters, agitators, oxygen converters, cinder machines, pelletizing machines, reactor vessels, reactor spheres, completed tanks and assembled sections of completed tanks, scroll cases, refineries, hydroelectric power houses and steam plants, cogeneration plants, vessels and government departments; false work, travelers, scaffolding, pile drivers, sheet piling, derricks and powered derrick swinger including the erection, installation, handling and operating. Cranes erection, installation, handling and operating of same on all forms and types of construction work. The operation of Valla and Spider type battery and/or propane powered portable floor cranes having no operator seat utilized to install ironworker scope of work and the same on all forms and types of construction work. Crane work at the ports, including hammer-head cranes, container cranes and rubber tire cranes. Offloading, relocations, and commissioning of all burning and removal of sea bracing track layout; erection of apex boom extensions, back reach extensions, and rail replacement. Includes all welding, containment and structural modifications of the aforementioned items; railroad bridge work including maintenance thereof; moving, hoisting and lowering of machinery, modules, skid modules and placing of same on foundation, including bridges, cranes, intermittent use forklifts, derricks, buildings, piers and vessels; loading, unloading, necessary maintenance, erection, installation, removal, wrecking and dismantling of all of the above and all reinforcing work and submarine diving in connection with or about same; erection of steel towers, chutes and spouts for concrete where attached to towers and handling and fastening of cables and guys for same; unloading, racking, sorting, cutting, bending, hoisting, placing and tying including the use of any and all mechanical tying devices, burning and welding including stud welding of all iron, steel and metal in reinforced concrete construction including mesh for floor arches and the making of hoops and stirrups, metal forms and metal supports thereof; jacking of slip forms, installation of all wire, cable, parabolic cans, steel and all other materials, including, but not limited to, composites, carbon fiber and fiberglass, used for the purposes of prestressing including grouting of ducts, post stressing concrete girders, beams, columns, etc.; loading, unloading, hoisting, handling, signaling, placing and erection of all prestressed, post stressed, precast materials, G.F.R.C., Dryvit System, including the securing by bolting and/or welding and the installation of steeltex and wire mesh of any type when used for reinforced concrete construction; erection of all curtain wall; glass handrail; stay in place deck; automated and/or mechanical parking structures; offloading, staging, hoisting and setting of modular structures and micro-units; curtain wall systems and associated sealants. Window wall and entrances, panels, insulated and non-insulated, factory and field assembled, porcelain enameled panels, ceramic, laminated spandrelite, louvers and sunscreens; application of thiokol, neoprene and other sealants used to seal materials installed by Iron Workers; installation and handling of phenolic panels, including but not limited to, Trespa products and all similarly related materials and/or systems; installation of metal window stools and sills; installation of aluminum, bronze and steel thresholds; erection and dismantling of all types of cranes and changing of booms; erection of rock, sand and gravel plants, dismantling and loading out conveyors, aggregate plants, batch plants, ableways, refrigeration plants, etc.; erection and dismantling of Monigan walking dragline, launchhammer bucket wheel excavator and other trenching equipment; signaling on highlines, whirley cranes and derricks, buck hoists, man hoists, fork lifts, material towers and scanning antennae; metal

and steel supports of all types; fabrication, assembling and erection of offshore drilling platforms or similar installations; dust collectors, precipitators, multi-plate, specialty welding processes, unloading, loading, hoisting, handling and rigging of all building materials delivered to the job site; hanging ceilings, tees, channels, beams, acoustical elements, sound barriers, computer floors, etc.; installation of stage rigging (including counterweights), curtains, draperies, traverse rods, tracks, cables, window cleaning equipment, powered work platforms, including and loading and unloading, erection installation and removal of powered chassis mounted elevating mast climbing work platforms, rigging in connection with display shows; ski lifts, etc.; wrecking of bridges, viaducts, elevated roads and structural steel and iron in buildings; all steel frames for openings, all porches, verandas, canopies and balconies; all overhead travelers, duo rails, tram rails; erection, setting, repairing of guard or collision rails on bridges and approaches, road ways or any other structures; handling and setting of all types of steel and metal joists, including metal box joists for truss lab and preformed keystone shaped metal joists; erection of steel and metal houses and packaged buildings; all translucent and plastic material on steel frame construction; the erection of solar energy systems, including but not limited to, photo voltaic, heliostat and parabolic systems, energy producing windmill type towers, wind turbine erection to included, but not limited to, prep work, boltup, tensioning or torque of bolts on base and all tower section turbine and blade assemblies; nuclear reactors, electromagnetic shielding plates and atomic vessels including all component parts; the plumbing, aligning and leveling of all materials and equipment through the use of optical instruments, LASER beams, etc., and the use of instruments to establish layout, installation and disposition of ironworker installed scope of work; the unloading, distributing, stockpiling and handling of all materials coming under the jurisdictional claims of the UNION such as to rail heads, storage yards, loading and unloading, hoisting, handling, signaling of all fabricated material and equipment at the jobsite (except FOB deliveries) related to the Iron Workers jurisdiction that is within the individual employers' contractual scope of work including from and to barge and ships to a lay down yard or construction project, etc., shall be done by the Iron Workers.

All reinforcing work in connection with field fabrication, including but not limited to the pre-assembly of reinforcing cages, loading and unloading, handling, racking, sorting, cutting, bending, hoisting, intermittent use of forklifts, placing, burning, welding and tying of all material including the use of any and all mechanical tying devices, or substitute materials, including but not limited to, composites, carbon fiber and fiberglass, stainless steel, used to reinforce concrete construction shall be done by Iron Workers within the individual employers' scope of work at the jobsite, excluding FOB deliveries. A working Iron Worker shall be employed for maintenance on jobs of substantial size while concrete is being poured on reinforcing steel, wire mesh and paper back steeltex but will not be required as a stand-by man. All work in connection with the installation, alignment, repair & modification of panelized roofing systems, pre-engineered fabric structures, aluminum clarifier coverings, carports, ministorages, and dock planks. All work in connection with the installation, alignment, repair and modification of bleachers, planking and stadium seating. All work in connection of installation of amusement rides including, but not limited to, the erection and alignment of all track, machinery and related components.

Craft: Laborer (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Landscaper .....	40.37
Furniture Mover .....	41.87
Group 1.....	45.53
Group 1A.....	42.66
Group 2.....	45.63
Group 3.....	45.78
Group 3A.....	48.21
Group 4.....	46.03
Group 4A.....	48.53
Group 5.....	46.33
Group 6	
Nozzlemen, Rodmen.....	45.33
Gunmen, Materialmen.....	46.03
Reboundmen.....	45.68
Gunite Foreman.....	46.73

**ADD ZONE RATE**

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

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

**ADD PREMIUM PAY**

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

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

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

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

**RECOGNIZED HOLIDAYS**

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year’s Day, President’s Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between AGC and LIUNA Local 169

The construction, erection, alteration, repair, modification, demolition, addition, improvement of all building, heavy and highway, utility, industrial and all other type(s) of construction.

**SEE GROUP CLASSIFICATIONS**

Craft: LUBRICATION AND SERVICE ENGINEER (MOBILE AND GREASE RACK) (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

**SEE AMENDMENT 2**

Lubrication and Service Engineer (mobile and grease rack).....65.08

**ADD ZONE RATE**

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

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

**ADD PREMIUM PAY**

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

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

**RECOGNIZED HOLIDAYS**

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

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

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

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

Craft: Mechanical Insulator (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Mechanical Insulator-Mechanic.....	72.11
Mechanical Insulator-Foreman.....	76.11
Mechanical Insulator-General Foreman .....	78.11

**ADD ZONE RATE**

In addition to MECHANICAL INSULATOR rates add the applicable amounts per DAY, calculated based on a radius figured from Reno City Hall:

Zone 1	0 to 20 miles	\$11.00
Zone 2	21 to 40 miles	\$21.00
Zone 3	41 to 60 miles	\$31.00
Zone 4	Over 60 miles	\$85.00

**ADD PREMIUM PAY**

One and one half times the minimum hourly wage rate shall be paid for the first two (2) hours of overtime work, directly following eight (8) hours Monday through Friday, and for the first ten (10) hours worked on Saturdays. Double the minimum hourly wage rate shall be paid for all other overtime worked Monday through Friday and in excess of ten (10) hours on Saturdays.

**RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from the Int'l Assoc. of Heat and Frost Insulators and Allied Workers Local 16 and the No. CA Chapter. Western Insulation Contractors Assoc.

- 65. Lining of all mechanical room surfaces and air handling shafts.
- 66. The filling and damming of fire stops and penetrations including, but not limited to, electrical and mechanical systems.
- 67. All foam applications for the purpose of thermal, acoustical, or fire protective purposes, including RTV foams or equivalents, applied to mechanical or electrical systems.
- 68. All duct lining, and duct wrapping, done on the job site, direct application and installation of fire protection of grease ducts, exhaust systems, or any other ductwork for acoustical or thermal purposes.
- 69. The insulation of all field joints on pre-insulated underground piping, and the pouring of Gilsilite or its equivalent.
- 70. Any finish material which is contiguous to the thermal or acoustical application.
- 71. The preparation, distribution of materials on job sites, assembling, molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintaining, finishing, and weather proofing of hot or cold thermal or acoustical insulation with such materials as may be specified.
- 72. The application of any material, including metal and PVC jacketing, Alumaguard or equivalent, on piping, fittings, valves, flanges, boilers, ducts, plenums, flues, tanks, vats, equipment and any other hot or cold surface for the purpose of thermal control.
- 73. The Agreement shall cover all other work of a specialty nature.

Craft: Millwright (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Millwright Journeyman.....	71.01
Millwright Welder.....	72.01
Millwright Foreman.....	75.30
Millwright General Foreman.....	80.02

**ADD ZONE RATE**

In addition to MILLWRIGHT rates, add the applicable amounts per hour, calculated on road miles from the Washoe County Courthouse:

Zone 1	0 to 15 Miles	\$0.00
Zone 2	15 to 35 Miles	\$2.50
Zone 3	Over 35 Miles	\$4.25

**ADD PREMIUM PAY**

First two (2) hours outside the regular constituted shift shall be at the rate of time and one-half (1½X).

Saturdays up to the first ten (10) hours shall be at the rate of time and one-half (1½X). All additional hours and Sundays and holidays shall be the rate of double time (2X). When working on Sundays and holidays, there will be one dollar and fifty cents (\$1.50) per hour additional paid to Pension Annuity. Admission Day is a recognized holiday in lieu of Veterans' Day.

**RECOGNIZED HOLIDAYS**

New Year's Day, Washington's Birthday (President's Day), Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day.

**JOB DESCRIPTION** Excerpt from Southwest Regional Council of Carpenters and Affiliated Local Unions Master Labor Agreement

5006.18

The work of the millwrights, as spelled out in the Jurisdictional Claims Handbook referenced in Paragraph 5006.17 above, is as follows: The term "MILLWRIGHTS AND MACHINE ERECTORS" shall mean the, unloading, hoisting, rigging, skidding, moving, dismantling, aligning, erecting, assembling, repairing, maintaining and adjusting of all machinery and equipment installed either in buildings, factories, structures, or processing areas, either undercover, underground or elsewhere required to process material, handle, manufacture or service, be it powered or receiving power manually, by steam, gas, electric, gasoline, diesel, nuclear, solar, water, air or chemically; and in industries such as and including but not limited to the following (which are identified for the purpose of description: woodworking plants, canning industries, steel, coffee roasting plants, paper and pulp, cellophane, stone crushing, gravel and sand washing and handling, refineries, grain storage and handling, asphalt plants, sewage disposal and water plants, laundry, bakery, mixing plants, can, bottle and bag packing plants, textile mills, paint mills, breweries and milk processing plants, power plants, aluminum processing or manufacturing plants, and the amusement or entertainment field.

5006.19

Also included are installation of mechanical equipment in atomic energy plants, installation of reactors in power plants, installation of control rods and equipment in reactors, installation of mechanical equipment in rocket missile bases, launchers, launching gantry, floating bases, hydraulic escape doors and any and all component parts thereto either assembled, semi-assembled or disassembled.

#### 5006.20

Further included is the installation of, but not limited to the following: setting of all engines, motors, generators, air compressors and fans, pumps, scales, hoppers, conveyors of all types and sizes and their supports, escalators, man lifts, moving machinery, mechanical operator and/or automatic doors, roll-up doors, mechanical stage equipment, amusement devices, mechanical pin setters and spotters in bowling alleys, refrigeration equipment and installation of all types of equipment necessary and required to process material either in manufacturing or servicing, the handling and installation of pulleys, gears, sheaves, fly wheels, air and vacuum drives, worm drives and gear drives directly or indirectly coupled to motors, belts, chains, screws, legs, boots, guards, boot tanks, all bin valves, turn heads and indicators, shafting, bearing, cable sprockets, cutting all key seats in new and old work, troughs, chippers, filters, calendars, rolls, winders, reminders, slitters, cutters and wrapping machines; blowers, forging machines, rams, hydraulic or otherwise, planing, extruder, ball, dust collectors, equipment in meat packing plants and splicing of ropes and cables.

#### 5006.21

Additionally included are the laying out, fabrication and installation of protection equipment, including machinery guards, the making and setting of templates for machinery, fabrication of bolts, nuts, pins and drilling of holes for any equipment which the millwrights install regardless of materials; all welding and burning regardless of type; fabrication of all lines, hose or tubing used in lubricating machinery installed by millwrights; grinding, cleaning, servicing and machine work necessary for any part of any equipment installed by the millwrights; and the breaking in and trial run, of any equipment or machinery installed by the millwrights

#### 5006.22

When requested in writing by the Millwright Union, individual Employers who are parties to this Agreement shall furnish signed letters promptly on a date mutually agreed upon by both parties, but in no case more than thirty (30) days, on the letterhead of the individual Employer stating he is employing or had employed millwrights on a specific type of work and a specific job and paid the negotiated scale of wages and fringe benefits for such work.

#### 5006.23

The individual Employer and the Local Union will cooperate promptly in attempting to resolve jurisdictional disputes that may arise on any job or project.



Craft: OPERATING ENGINEER (Union Rate)  
**Prevailing wage rates include the base rate as well as all applicable fringes**

**SEE AMENDMENT 2**

Operating Engineers	(SEE GROUP CLASSIFICATIONS)
Group 1.....	63.11
Group 1A.....	65.82
Group 2.....	66.35
Group 3.....	66.62
Group 4.....	67.36
Group 5.....	67.66
Group 6.....	67.86
Group 7.....	68.08
Group 8.....	68.67
Group 9.....	68.99
Group 10.....	69.34
Group 10A.....	69.53
Group 11.....	69.77
Group 11A.....	71.41
Group 11B.....	72.22
Foreman.....	68.80

Add \$12.5% to base rate for "Special" Shift

**Add Operating Engineers Zone Pay**  
**Add Premium Pay**

Craft: OPERATING ENGINEER (Union Rate)  
**STEEL FABRICATOR & ERECTOR**

**Prevailing wage rates include the base rate as well as all applicable fringes**

Operating Engineers	(SEE GROUP CLASSIFICATIONS)
Group 1.....	78.36
Group 1 Truck Crane Oiler.....	72.19
Group 1 Oiler.....	70.23
Group 2.....	76.85
Group 2 Truck Crane Oiler.....	71.94
Group 2 Oiler.....	70.02
Group 3.....	75.61
Group 3 Truck Crane Oiler.....	71.72
Group 3 Oiler.....	69.80
Group 3 Hydraulic.....	71.39
Group 4.....	73.88
Group 5.....	72.78

Add \$12.5% to base rate for "Special" Shift.....

**Add Operating Engineers Zone Pay**  
**Add Premium Pay**

Craft: OPERATING ENGINEER (Union Rate)  
PILEDRIVER

**Prevailing wage rates include the base rate as well as all applicable fringes**

Operating Engineers	(SEE GROUP CLASSIFICATIONS)
Group 1.....	77.88
Group 1 Truck Crane Oiler.....	72.37
Group 1 Oiler.....	70.45
Group 2.....	76.29
Group 2 Truck Crane Oiler.....	72.16
Group 2 Oiler.....	70.25
Group 3.....	72.03
Group 3 Truck Crane Oiler.....	74.84
Group 3 Oiler.....	71.94
Group 4.....	73.33
Group 5.....	72.22
Group 6.....	68.94
Group 7.....	70.15
Group 8.....	69.19
Add \$12.5% to base rate for "Special" Shift.....	

**ADD ZONE RATE**

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

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$5.00
Zone 3	150 to 300 miles	\$6.00
Zone 4	300 miles over	\$7.00

**ADD PREMIUM PAY**

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

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

**RECOGNIZED HOLIDAYS**

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

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

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

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

**JOB DESCRIPTION**, includes but is not limited to:

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

Craft: PAINTER (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Brush/Roller Painter.....	47.34
Spray Painter/Paperhanger.....	49.00
Sandblaster.....	49.05
Structural Steel & Steeplejack.....	49.05
Swing Stage.....	49.34
Special Coating Application-Brush.....	49.39
Special Coating Application-Spray.....	49.39
Special Coating Application-Spray Steel.....	49.39
Foreman.....	\$1.00 above highest Journeyman

**ADD PREMIUM PAY**

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

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

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

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

**RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between Painters and Allied Trades DC 16 and Independent Flooring Contractors of No Nevada

a. All painting of residences, buildings, structures, industrial plants, tanks, vats, pipes, vessels, bridges, light poles, high tension poles, traffic and parking lines on highways, parking lots, playgrounds, factories, and air line strips; all sign, pictorial, coach, car automobile, carriage, aircraft machinery, ship and railroad equipment, mural and scenic painting; spackling of all surfaces where adhesive materials are used; and all drywall pointing, taping and finishing.

b. All decorators, paperhangers, hard wood finishers, grainers, glaziers, varnishers, enamellers

1. Paperhangers work shall be all material of whatever kind or quality applied to walls or ceilings with paste or adhesive; all tacking on the muslin or other materials which is used as wall or ceiling coverings or covered with material pasted on.

2. The scraping off of old paper, preparing of walls, etc., for paper hangers work.

3. The application of relief, stucco, plaster or decorative work shall not be considered paperhanger's work exclusively.

(c) All men engaged in applying or removing paints, pigments, extenders, metal primers and metal pigments, clear pigments, binders, thinners and dryers, primers and sealers, oil paints and enamels,

water colors and emulsions, clear coatings, waxes, stains, mastics, cement enamels and other special coatings, plastics, adhesives, coatings and sheet rubber and other linings, oils, varnishes, water colors, wall paper, wall coverings or other materials used in the various branches of the trade, and the cleaning and bleaching of all interior and exterior walls and surfaces with liquid, steam, sandblast or any other process and all work incidental thereto.

Craft: PILEDRIVER (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Piledriver-Journeyman.....	55.41
Piledriver-Welder.....	56.41
Piledriver-Foreman.....	58.87
Piledriver-General Foreman.....	62.68
Tender.....	58.87
Stand-By Diver.....	59.87
Diver-Diving (Wet Pay).....	98.96

**ADD ZONE RATE**

In addition to PILEDRIVER rates add the applicable amounts per hour, calculated from the Washoe County Courthouse:

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

**ADD PREMIUM PAY**

First two (2) hours outside the regular constituted shift shall be at the rate of time and one-half (1½X).

Saturdays up to the first ten (10) hours shall be at the rate of time and one-half (1½X). All additional hours and Sundays and holidays shall be the rate of double time (2X). When working on Sundays and holidays, there will be one dollar and fifty cents (\$1.50) per hour additional paid to Pension Annuity.

**RECOGNIZED HOLIDAYS**

New Year's Day, Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day.

**JOB DESCRIPTION**

In addition, the operation of the power pack and vibratory hammer controls when driving or pulling, sheet pile, pile, soldier beams, cassinos or casing.

(1) In the construction of waterfront and marine facilities, such as docks, piers, wharves, bulkheads, jetties, and similar structures, the pile driver classification should continue to apply, up to and including the decking thereof.

(2) On all pile driving and caisson work on both land and water, the Pile Driver classification should apply.

(3) In the construction of wooden bridges whether over land or over water, when composed of heavy timber, the Pile Driver classification should apply.

(4) In the construction of concrete or steel bridges over land, the Pile Driver classification shall apply to the driving of piles and/or caisson work including the forms required for the capping of the piles or caissons immediately top of the piles or caissons. The capping of the piles is herein interpreted as being that concrete, wood, or other material resting on the top of the piles where driven or placed and does not include any further form work above the capping. In many instances it has been found that the capping is called the girder. The above shall apply on such concrete or steel bridges constructed over land, highways, railroads, overpasses and include cloverleafs, interchanges, etc.

(5) In the construction of concrete or steel bridges over water, the Pile Driver classification shall apply up to and including all of the form work to the top of the column, piers, or abutments supporting the steel and/or any other superstructures.

(6) In the erection of false work, when necessary for the support of work under the Pile Driver classification, then such false work shall fall within their classification. False work necessary for the support of work under the Carpenter classification shall be done within such Carpenter classification, with the exception that where pile driving or power equipment is used for heavy timber false work, then such work shall come under the Pile Driver classification. This would include all rigging, signaling and tagging incidental to the placing of the heavy timber.

(7) In the construction of open-cut sewers, the Pile Driver classification shall apply on all piling including wood, steel or concrete sheet piling, all bracing timber and form work incidental to the construction thereof.

Craft: PLASTERER (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Plasterer-Journeyman.....	48.82
Plasterer-Foreman.....	52.13

**ADD ZONE RATE**

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

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

**ADD PREMIUM PAY**

OVERTIME Eight (8) consecutive hours (exclusive of a meal period) shall constitute a day's work at straight time. Five (5) consecutive days of eight (8) consecutive hours (exclusive of a meal period), Monday through Friday, shall constitute a week's work. One and one half (1 ½) the regular straight time hourly rate shall be paid for all work over eight (8) hours. Sunday will be paid at double the regular straight time rate.

**RECOGNIZED HOLIDAYS**

All work performed on the following holidays shall be paid for at double the regular straight time rate: New Year's Day, Memorial Day, Fourth of July, Labor Day, Admissions Day, Thanksgiving Day and the Friday after Thanksgiving and also Christmas Day.

If any of the above holidays fall on Sunday, the Monday following shall be considered a holiday.

No work shall be permitted on the Fourth of July or Labor Day, regardless of compensation or donation, except in case of emergency or to protect life and property. Permission to work shall be granted by the representative of the Union or its officer.

**JOB DESCRIPTION:** Excerpt from Agreement No NV. Plasterers Master Labor Agreement

This includes but is not limited to:

1. All building construction, including but not limited to the construction, erection, alteration, repair, modification, demolition, addition, or improvement in whole or in part of any building structures,
2. All interior or exterior plastering construction, restoration, repair and inspection of cement, stucco, stone imitation or any patent material when ornamental molded plaster, and the setting of same. All specialty finishes such as veneer, venetian, marmoreno and grasello. All custom and specialty finishes, including but not limited to custom rock, carved plaster, brick and block veneer, stone and wood. Smooth and finish surfaces of full system E.I.F.S. including sticking and shaping of foam pieces or surfaces by adhesive or mechanical installation. All spray or toweled on fireproofing, including cementitious and intumescent products. All plaster acoustical finish systems including, but not limited to, BASWA Phon and Fellert.
3. All work processes which represent technological change, replacement, modification or substitution for the work described above. In addition, all work and use of new materials or *2020-2024 Reno Plasterers Master Labor Agreement* 4 techniques involved in plaster construction including but not limited to what is known as green or sustainable construction technology.



Craft: PLUMBER/PIPEFITTER (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Plumber/Pipefitter-Journeyman.....	66.95
Plumber/Pipefitter-Foreman.....	71.48
Plumber/Pipefitter-General Foreman.....	76.01

**ADD ZONE RATE**

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

Zone 1	0 to 75	\$0.00
Zone 2	Over 75 miles	\$8.00

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

Zone 1	0 to 75	\$0.00
Zone 2	Over 75 miles	\$8.00

**ADD PREMIUM PAY**

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

**RECOGNIZED HOLIDAYS**

New Year's Day, Memorial Day, Fourth of July, Labor Day, Nevada Admission Day, Thanksgiving Day, the Friday after Thanksgiving Day, Day Before Christmas and Christmas Day and any Friday preceding a Holiday falling on a Saturday, if worked, holidays shall be compensated at the double time rate.

**JOB DESCRIPTION** Excerpt from Agreement between LU 350 of United Assoc. of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of United States and Canada

Installation of all heating and refrigeration systems and competent parts thereof, including fabrication, assembling, erection installation, dismantling, repairing, reconditioning, adjusting, altering servicing, handling, distributing, and tying on all piping materials appurtenances and equipment by method, including all hangars and supports of every description, all other work including the the trade relevant to oil burner and all other types of heating and refrigeration equipment including low voltage controls.

Craft: REFRIGERATION MECHANIC (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Refrigeration-Journeyman.....	59.34
Refrigeration -Foreman.....	62.81
Refrigeration -General Foreman .....	66.27

**ADD PREMIUM PAY**

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

**RECOGNIZED HOLIDAYS**

New Year's Day, Memorial Day, Fourth of July, Labor Day, Nevada Admission Day, Thanksgiving Day, the Friday after Thanksgiving Day, Day Before Christmas and Christmas Day and any Friday preceding a Holiday falling on a Saturday, if worked, holidays shall be compensated at the double time rate.

**JOB DESCRIPTION** Excerpt from Agreement between LU 350 of United Assoc. of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of United States and Canada

Installation of all heating and refrigeration systems and competent parts thereof, including fabrication, assembling, erection installation, dismantling, repairing, reconditioning, adjusting, altering servicing, handling, distributing, and tying on all piping materials appurtenances and equipment by method, including all hangars and supports of every description, all other work including the trade relevant to oil burner and all other types of heating and refrigeration equipment including low voltage controls.

Craft: ROOFER (Non-Union Rate)  
(Does not include sheet metal roofs)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Roofer-Journeyman.....33.64

**ROOFER**

Includes but is not limited to:

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

**Craft: SHEET METAL WORKERS (Union Rate)**

**Prevailing wage rates include the base rate as well as all applicable fringes**

Sheet Metal Worker Journeyman.....	71.50
Sheet Metal Worker -Foreman.....	75.71
Sheet Metal Worker -General Foreman.....	79.93

**ADD ZONE RATE**

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

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 100 miles	\$5.00
Zone 3	Over 100 miles	\$10.00 the employee shall be provided reasonable lodging and meal expenses.

**ADD PREMIUM PAY**

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

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

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

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

**RECOGNIZED HOLIDAYS**

New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, and Christmas Day

**JOB DESCRIPTION:** Excerpt from Sheet Metal Local 26 Collective Bargaining Agreement

(a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air veyor systems, exhaust systems, and air-handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; (e) metal roofing; and (f) all other work included in the jurisdictional claims of International Association of Sheet Metal, Air, Rail and Transportation Workers.

Craft: SPRINKLER FITTER (Non-Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Sprinkler Fitter-Journeyman.....27.08

**JOB DESCRIPTION**

Installing, dismantling, maintenance, repairs, adjustments and corrections of all fire protection and fire control systems Including the unloading, handling by hand, power equipment and installation of all piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants and hydrant mains, standpipes, and hose connections to sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarms systems, also all tanks and pumps connected thereto. Also including shall be CO2 and Cardox Systems, Dry Chemical Systems, Foam Systems and all other fire protection systems, but excluding steam fire protection systems.

Craft: SOILS and MATERIAL TESTER (Non-Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Soil Tester (Certified).....44.17  
Soils and Materials Tester.....44.17

Craft: SURVEYOR (Non-Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Surveyor.....38.81

**SURVEYOR**, includes but is not limited to:

1. Planning ground surveys designed to establish base lines, elevation and other geodetic measurements;
2. Compiling data relevant to the shape, contour, gravitation, location, elevation and dimension of land and land features on or near the surface of the Earth for engineering, map making, mining, land evaluation, construction and other purposes;
3. Surveying bodies of water to determine navigable channels and to secure data for construction of breakwaters, piers and other marine structures;
4. Computing data necessary for driving and connecting underground passages, underground storage and volume of underground deposits.

Craft: TAPER (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Taper-Journeyman.....	53.86
Taper-Foreman.....	57.75

**ADD ZONE RATE**

In addition to: TAPER rates add the applicable amounts per hour Zone Pay shall commence from Maryland Parkway and Charleston Boulevard and shall be paid as follows:

Zone 1	0 to 40 miles	\$0.00
Zone 2	40 to 60 miles	\$2.50
Zone 3	over 60 miles	\$4.25

**RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**ADD PREMIUM PAY**

All overtime, except Sundays and holidays, will be time and one-half (1 1/2). Sundays and holidays will be paid double time (2X). Any and all work performed in excess of the regular workday of eight (8) hours, or ten (10) hours if mutually agreed to, and the regular workweek of forty (40) hours shall be considered overtime and shall be paid for at one and one-half (1 1/2) times the regular hourly rate.

**JOB DESCRIPTION:** Excerpt from Agreement between DC 16 and the independent Drywall Contractors of Northern Nevada

SECTION 1 -- The scope of work covered by this Agreement shall include (but not be limited to) all work operations, including distribution to the point of application, as follows:

- (a) Work or services pertaining to the preparation, spotting, pointing, detailing, flushing, sanding and finishing of interior and/or exterior gypsum, drywall, thin wall, concrete, steel, wood and plaster surfaces, spackling of all surfaces where adhesive materials are used; and all drywall pointing, taping and finishing.
- (b) Work or services pertaining to the application of all finish or flushing materials regardless of method of application or type of surface on which materials are applied, including but not limited to texture and simulated acoustic materials of all types and the application of radiant heat fill and steel fireproofing materials.
- (c) Work or services pertaining to the installation of protective coverings and masking prior to the application of finish materials.
- (d) The operation and care of all taping tools and texturing equipment used in the finishing and texturing of drywall and other surfaces including brushes, rollers, spray texturing equipment, miscellaneous hand, mechanical, and power tools, and the operation and maintenance of compressors required in the finishing and texturing of such surfaces.
- (e) No limitation shall be placed on the work covered by this Agreement by reason of the surface, type of material or purpose for which the materials used are designed or intended.
- (f) The cleanup of all materials and debris occasioned by any job operation at the site of construction, alteration, or repair undertaken whether such operation occurs on the interior or exterior of a building structure.

Craft: TILE SETTER/TERRAZZO WORKER/MARBLE MASON FINISHER (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Tile Setter/Terrazzo Worker/Marble Mason- Finisher.....	37.82
Tile Setter/Terrazzo Worker/Marble Mason- Finisher Foreman.....	39.07
Tile Setter/Terrazzo Worker/Marble Mason Finisher- General Foremen.....	40.82

**ADD PREMIUM PAY**

All work in excess of forty (40) hours during the established work week shall be paid at the rate of one and one-half (1-1/2) times the hourly base wage rate in effect.

Employees shall be paid one and one-half (1-1/2) times the hourly wage rate for all hours worked over eight (8) in a single day and double time after ten (10) hours in a single day, Monday through Friday, except recognized holidays.

Daily Overtime Saturdays the first ten (10) hours performed on Saturday shall be paid at one and one-half (1-1/2) times the straight time wage rate.

Daily Overtime Sunday- Employees shall be paid double time on Sundays if forty (40) straight time hours have been worked during the proceeding work week.

Holidays shall be paid double time for hours owed on recognized holidays.

**RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day. Any holiday falling on a Sunday will be observed on Monday.

**JOB DESCRIPTION:** Excerpt from Agreement between BAC 13 Nevada of the Mountain West Administrative District Council Master Labor Agreement

***FINISHER'S WORK:***

Finisher's work shall consist of assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments. required to complete the proper installation of the work covered by Sections 5, 7 and 8 of this Code.

Craft: TILE SETTER/TERRAZZO WORKER/MARBLE MASON (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Tile Setter Journeyman.....	47.87
Tile Setter Foreman.....	49.12
Tile Setter General Foreman.....	50.87
Terrazzo/Marble Mason-Journeyman .....	49.37
Terrazzo/Marble Mason-Foreman .....	50.62
Terrazzo/Marble Mason-General Foreman.....	52.37

**ADD ZONE RATE**

In addition to TILE SETTER/TERRAZZO WORKER/MARBLE MASON rates add the applicable amounts per hour, calculated based on a road miles of over fifty (50) miles from the Washoe County Courthouse in Reno, Nevada:

Zone 1	0 to 50 miles	\$0.00
Zone 2	50 to 75 miles	\$3.75
Zone 3	Over 70 miles	\$8.13

**ADD PREMIUM PAY**

All work in excess of forty (40) hours during the established work week shall be paid at the rate of one and one-half (1-1/2) times the hourly base wage rate in effect.

Employees shall be paid one and one-half (1-1/2) times the hourly wage rate for all hours worked over eight (8) in a single day and double time after ten (10) hours in a single day, Monday through Friday, except recognized holidays.

Daily Overtime Saturdays the first ten (10) hours performed on Saturday shall be paid at one and one-half (1-1/2) times the straight time wage rate.

Daily Overtime Sunday- Employees shall be paid double time on Sundays if forty (40) straight time hours have been worked during the proceeding work week.

Holidays shall be paid double time for hours owed on recognized holidays.

**RECOGNIZED HOLIDAYS**

New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day. Any holiday falling on a Sunday will be observed on Monday.

**JOB DESCRIPTION:** Excerpt from Agreement between BAC 13 Nevada of the Mountain West Administrative District Council Master Labor Agreement

***TILE LAYERS’ WORK:***

Tile laying shall consist of, but not be limited to, the following work procedures and installation of the following materials:



A. The laying, cutting or setting of all tile where used for floors, walls, ceilings, walks, promenade roofs, stair treads, stair risers, facings, hearths, fireplaces, and decorative inserts, together with any marble plinths, thresholds or window stools used in connection with any tile work; also, preparing and setting all concrete, cement, brickwork, or other foundation or materials that may be required to properly set and complete such work; setting or bedding all tiling, stone, marble, composition, glass, mosaic, or other materials forming the facing, hearth or fireplace of a mantel, or the mantel complete, together with setting of all cement, brickwork, or other materials required in connection with the above work; also the slabbing and fabrication of tile mantels, counters and tile panels of every description, and the erection and installation of same; the building, shaping, forming, construction or repairing of all fireplace work, whether in connection with a mantel hearth facing or not, and the setting and preparing of all material, such as cement, plaster, mortar, brickwork, iron work or other materials necessary for the proper and safe construction and completion of such work, except that a mantel made exclusively of brick, marble or stone, shall be conceded to be bricklayers', marble setters' or stonemasons' work, respectively.

B. It will be understood that the word "tile" refers to all burned clay products, as used in the tile industry, either glazed or unglazed, and to all composition materials made in single units up to 15"x20"x2", except quarry tiles larger than 9"x9"x1 1/4", also to mixtures in tile form of cement, plastics and metals that are made for and intended for use as a finished floor surface, whether upon interior or exterior floors, stair treads, promenade roofs, garden walks, interior walls, ceilings, swimming pools, and all places where tile may be used to form a finished surface for practical use, sanitary finish or decorative purposes, for setting all accessories in connection therewith, or for decorative inserts in other materials.

C. All terra cotta called unit tile in sizes of 6"x12" or under, regardless of method of installation, quarry tile 9"x9"x1 1/4" or less; split brick or quarry tile or similar material where the bed is floated or screeded and the joints grouted. Where the work is installed by tile layers, the grouting and cleaning shall be supervised by the mechanic. The bedding, jointing, and pointing of the above materials shall be the work of the craft installing the same. All clay products known as terra cotta tile, unit tile, ceramic veneer and machine-made terra cotta, and like materials in sizes 6"x12" and less regardless of the method of installation. Where the preponderance of materials to be installed comes within the provisions of this Section and when there is also some material in excess of the sizes provided for in this Section, the tile setter shall install all such materials.

D. The preparation, setup, calibration, operation, cleaning, and routine maintenance of any mechanical devices or robotics used to install tile and related materials, or that otherwise assist the tile layer in performing any of the work described in Article II and Code 1 of the IU Constitution, as well as the preparation and ongoing maintenance of the work area to allow proper installation of tile and related materials.

Craft: TRAFFIC BARRIER ERECTOR (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Traffic Barrier Erector.....45.53

**ADD ZONE RATE**

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

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

**ADD PREMIUM PAY**

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

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

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

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

**RECOGNIZED HOLIDAYS**

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday.

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between AGC and LIUNA Local 169

1. Distributing traffic control signs and markers along site in designated pattern;
2. Informing drivers of detour routes through construction sites;

Craft: Truck Driver (Non-Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

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

Under 4 yds. (water level).....	28.72
4 yds. & under 8 yds. (water level).....	28.72
8 yds. & under 18 yds. (water level).....	28.72
18 yds. & under 25 yds. ( water level ) .....	28.72
25 yds. & under 60 yds. (water level).....	28.72
60 yds. & under 75 yds. (water level) ).....	28.72
75 yds. & under 100 yds. (water level) ).....	28.72
100 yds. & under 150 yds. (water level) ).....	28.72
150 yds. & under 250 yds. (water level) ).....	28.72
250 yds. & under 350 yds. (water level) ).....	28.72
350 yds. & over (water level).....	28.72

**Transit Mix**

Under 8 yds.....	28.72
Under 8 yds & including 12 yds.....	28.72
Over 12 yds.....	28.72

**Transit Mix (Using Boom)**

Transit mix with boom shall receive 16 cents per hour above the appropriate yardage classification rate of pay when such boom is used.....	28.72
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**Water & Jetting Trucks**

Up to 2,500 gallons.....	28.72
Up to 2,500 gallons & over.....	28.72
DW 20's & 21's & other similar Cat type, Terry Cobra LeTourneau pulls, Tournerocker, Euclid, & similar type equipment when pulling Aqua/Pak, Water Tank Trailers, & Fuel, and/or Grease Tank Trailer, or other miscellaneous Trailers, (except as defined under "Dump Trucks")	
Heavy Duty Transport (High Bed).....	28.72
Heavy Duty Transport(Gooseneck low bed).....	28.72
Tiltbed or Flatbed Pull Trailers..	28.72
Bootman, Comb. Bootman & Road Oiler.....	28.72
Flat Rack (2 or 3 axle unit).....	28.72

**Bus & Manhaul Drivers**

Up to 18,000 lbs. (single unit).....	28.72
18,000 lbs. and over .....	28.72
Warehousemen Spotter .....	28.72

**Winch Truck & "A" Frame Drivers**

Up to 18,000 lbs. ....	28.72
18,000 lbs. and over.....	28.72
Warehousemen Spotter.....	28.72
Warehouse Clerk.....	28.72
Tire Repairmen.....	28.72
Truck Repairmen.....	28.72
Pick Up Truck & Pilot Cars (Jobsite) .....	28.72
Pick Up Truck & Pilot Cars (Over the road) .....	28.72
Truck Oil Greaser.....	28.72
Fuel Truck Driver.....	28.72
Fuel Man & Fuel Island Man.....	28.72
Oil Tanker.....	28.72

Oil Tanker with Pup.....	28.72
Foreman.....	28.72

**TRUCK DRIVER**

Includes but is not limited to:

Driving a tractor trailer combination or a truck to transport goods or materials at the site of a public work or between sites of a public work. (Also, see descriptions listed with Truck Driver rates, if any.)

Craft: WELL DRILLER (Non-Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Well Driller.....31.29

**JOB DESCRIPTIONS**

1. Setting, operating or tending to portable drilling rig machinery and related equipment to drill wells;
2. Extending stabilizing jackscrews to support and level a drilling rig;
3. Installing water well pumps;
4. Drillings wells for industrial water supplies, irrigation water supplies or water supplies for any other purpose; dewatering or other similar purposes; exploration; hole drilling for geologic and hydrologic information; and core drilling for geologic information.

# GROUP CLASSIFICATIONS

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LABORER, includes but is not limited to:

## Group 1

- All cleanup work of debris, grounds, and building including windows and tile
- Dumpmen or Spotter (other than asphalt)
- Handling and Servicing of Flares, Watchmen
- General Laborer
- Guideposts and Highway Signs
- Guardrail Erection and Dismantling
- Limber, Brushloader and Piler
- Pavement Marking and Highway Striping
- Traffic Barrier Erector
- Tending to portable space heaters
- Profilograph work all types manual, self propelled or carts
- Gabion basket, building, handling, installation and rigging
- Dry set paver work
- Traffic Barrier Erector

## Group 2

- Choker setter or Rigger (clearing work only) Pittsburgh
- Chipper and similar type brush shredders
- Concrete worker (wet or dry) all concrete work not listed in Group 3 included but not limited to: concrete forms stripping, handling, cleaning, oiling and moving to the next point of installation.
- Crusher or Grizzly Tender
- Greasing Dowels
- Guinea Chaser (Stakemen)
- Panel Forms (wood or metal) handling, cleaning and stripping of Loading and unloading, (Carrying and handling of all rods and material for use in reinforcing concrete
- Railroad Trackmen (maintenance, repair or builders)
- Sloper
- Semi-Skilled Wrecker (salvaging of building materials other than those listed in Group 3)
- Waterproofing work
- Epoxy rebar/dowels and anchoring dowel baskets
- Placement pouring of concrete including any epoxy resin or similar materials, rodding, spreading and tamping concrete, brooming or brushing, hand application of curing compounds, applying topping (wet or dry) colors or grits, and exposed finishes for architectural work
- Concrete patching, dry packing, chipping, stoning, and grouting
- Concrete cold weather/rain protection and curing
- Placement /anchoring of all earth stabilization/filters fabrics,
- Mechanically stabilized Earth (MSE) and Keystone type retaining walls rigging, placing , aligning, backfilling and installation of dead men and any stabilization compenents

## Group 3

- Asphalt Workers (Ironers, Shovelers, Cutting Machine)
- Buggymobile

- Chainsaw, Faller, Logloader and Bucker
- Compactor (all types)
- Concrete Mixer under 1/2 yard
- Concrete Pan Work (Breadpan type), handling, cleaning\stripping
- Concrete Saw, Chipping, Grinding, Sanding, Vibrator
- Cribbing, Shoring, Lagging, Trench Jacking, Hand-Guided Lagging Hammer
- Curbing or Divider machine
- Curb Setter (precast or cut)
- Ditching Machine (hand-guided)
- Drillers Helper, Chuck Tender
- Fence erector including safety, chain link, turtle, field and barbe wire fencing
- Form Raiser, Slip Forms
- Grouting of Concrete Walls, Windows and Door Jams
- Headerboardmen
- Jackhammer, Pavement Breaker, Air Spade
- Mastic Worker (wet or dry)
- Pipewrapper, Kettlemen, Potmen, and men applying asphalt, creosote and similar type materials
- All Power Tools (air, gas, or electric), Post Driver
- Riprap-Stonepaver and RockSlinger, including placing of sack concrete wet or dry Rototiller
- Rigging and Signaling in connection with Laborers' work
- Sandblaster, Potmen, Gunmen or Nozzlemen water blasting not covered in group 5A
- Vibra-screed
- All demolition and wrecking work including but not limited t any torch work cutting, burning, plasma are, dust control, and salvaging (removing and salvaging of all materials, windows, doors, plumbing, and electrical fixtures) and use of customary tools and equipment for demolition and wrecking
- All underpinning foundation work, digging and underpinning pits, removal of debris with tuggers or other methods, cutting, handling and installing all shoring boards and lagging boards used for underpinning and foundation work, placement and tying of steel reinforcing for underpinning piers, all tiebacks and soil nail work drilling and grouting, all soldier beam work and us of customary tools and equipment for underpinning foundation work

### **Group 3A**

- Concrete Specialist
- Setting screeds
- Screed pins
- Curb forms and curb and gutter forms,
- Using Darby and push floats,
- Hand trowels or hand floating
- Marking edging
- Using base cove or step tools
- Spreading and finishing gypsum
- Concrete grinding machines (the terms does not include Rotomill machines for highway overlay grinding)
- Troweling machines,
- Floating machines
- Finishing of epoxy or resin materials,
- Operation of skill saw

- Laser Screed
- Laser Level
- Curb and Slipform machines,
- Stamps or other means or texturing,
- Any new devices which are beneficial to the construction of or with concrete or related products.

#### **Group 4**

- Burning and Welding in connection with Laborers' work
- Joy Drill Model TWM-2A, Gardner Denver Model DN143 and similar type drills (in accordance with Memorandum of Understanding between Laborers and Operating Engineers dated at Miami, Florida, Feb. 3, 1954) and Track Drillers, Diamond Core Drillers, Wagon Drillers, Mechanical Drillers on Multiple Units
- High scalers including but not limited to laying, anchoring, pinning, cabling and stretching of any rock fall netting, mesh or wire fabric and use of customary tools and equipment for high scaling
- Concrete pump operator
- Heavy Duty Vibrator with Stinger 5" diameter or over
- Pipelayer, Caulker and Bander
- Pipelayer-waterline, Sewerline, Gasoline, Conduit and all other types of composition for any purpose buried under ground outside of building including, stringing, trench shoring, backfilling sanding, caution taping, all walk behind equipment and spotting
- Laborer work in connection with micro tunneling, directional drilling and pipe-jacking
- Cathodic protection, grounding for pipe work
- Cleaning of Utility Lines
- Slip Lining of Utility Lines (including operation of Equipment)
- TV Monitoring and Grouting of Utility Lines
- Asphalt Rakers and Asphalt dump Man
- All mechanical and pressurized pipe work, including the installation of pipe above and below ground, cathodic protection, bolt up, and support installation in connection to water conveyance, c

#### **Group 4A**

- Foreman

#### **Group 5**

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

#### **Group 5A**

- Pavement Marking and Highway Striping
- Pavement Marking and Highway Striping Foreman
- Pavement Marking and Highway Striping work includes but is not limited to: All work by any method performed in connection with the permanent or temporary application and installation of pavement marking of any kind, brand, type or style on parking lots, airfields, highways,



streets and other such surfaces and all work performed in connection with removal of pavement.

**Group 6**

- Guniting Foremen, Nozzlemen, Rodmen, Gunmen, Materialmen, Reboundmen
  - Tunnel and shaft workers/miners and use of customary tools and equipment for tunnel and mine work All work performed in a compressed air tunnel shaft or chamber including the use of hand, power tools or equipment as necessary in connection with compressed air work
-

**OPERATING ENGINEER, includes but is not limited to:**

**Group 1**

- Engineer Assistant

**Group 1A**

- Oiler (Construction)
- Partsman

**Group 2**

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

**Group 3**

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

**Group 4**

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

**Group 5**

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

**Group 6**

- Auger type drilling equipment up to and including 30 ft. depth digging capacity M.R.C.
- Boom Truck or Dual-Purpose a-Frame Truck
- B.L.H. Lima Road Pactor or similar
- Chip Box Spreader (Flaherty type or similar)
- Concrete Batch Plant (wet or dry)
- Concrete Saws (highways, streets, airports, canals)
- Locomotives (over thirty (30) tons)
- Maginnis International Full Slab Vibrator (airports, highways, canals and warehouses)
- Mechanical Finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types)

- Mechanical Burn, Curb and/or Curb and Gutter Machine (concrete or asphalt)
- Pavement Breaker, Truck Mounted, with compressor combination
- Pavement Breaker or Tamper (with or without compressor combination)
- Power Jumbo Operator (setting slip-forms, etc., in tunnels)
- Roller Operator (except asphalt)
- Self-Propelled Tape Machine
- Self-Propelled Compactor (single engine)
- Self-Propelled Power Sweeper Operator
- Slip-Form Pump (power-driven by hydraulic, electric, air, gas, etc. lifting device for concrete forms)
- Small Rubber-Tired Tractors
- Snooper Crane, Paxton-Mitchell or similar
- Stationary Pipe Wrapping, Cleaning and Bending Machine Operator

### **Group 7**

- Auger type drilling equipment over 30 ft. depth digging capacity M.R.C.
- Compressor (over 2)
- Concrete Conveyor or Concrete Pump, truck or equipment mounted (any assistance required shall be performed by an Assistant to Engineer) Boom length to apply Concrete Conveyor, Building Site
- Drilling and Boring Machine, vertical and horizontal (not to apply to waterliners, wagon drills or jack hammers)
- Crusher Plant Engineer
- Generators
- Instrument Man
- Kolman Loader
- Material Hoist (two (2) or more drums)
- Mine or Shaft Hoist
- Pipe Bending Machines (pipeline only)
- Pipe Cleaning Machines (tractor-propelled and supported)
- Pipe Wrapping Machines (tractor-propelled and supported)
- Portable Crushing and Screening Plants
- Post Driller And/or Driver
- Pumps (over 2)
- Screedman (except asphaltic or concrete paving)
- Self-Propelled Boom-Type Lifting Device (center mount) (on ten (10) ton capacity or less)
- Slusher Operator
- Soil Tester (Certified)
- Soils and Materials Tester
- Surface Heater and Planer Operator
- Trenching Machine (maximum digging capacity three (3) ft. depth) (Any assistance in the operation, if needed, shall be performed by an Assistant to Engineer)
- Truck-Type Loader
- Welding Machines (gasoline or diesel)

### **Group 8**

- Articulated on-Site Dump Trucks
- Asphalt Plant Engineer
- Asphalt Milling Machine

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

### **Group 9**

- Chicago Boom
- Combination Backhoe and Loader (up to and including 3/8 cu. yd.)
- Combination Mixer and Compressor (gunite)
- Heavy Duty Repairman and/or Welder
- Lull Hi-Lift (twenty (20) feet or over)
- Mucking Machine
- Sub-Grader (Gurries or other types)
- Tractor (with Boom) (D6 or larger)
- Track-Laying-Type Earthmoving Machine (single engine with tandem scrapers)

### **Group 10**

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

### **Group 10A**

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

### **Group 11**

- Automatic Asphalt or Concrete Slip-Form Paver
- Automatic Railroad Car Dumper
- Canal Trimmer
- Cary Lift, Campbell or similar type
- Cranes (over twenty-five (25) tons)
- Euclid Loader when controlled from the Pullcat
- Finish Blade
- Gradesetter, Grade Checker
- Highline Cableway Operator
- Loader (over four (4) cu. yds. up to and including twelve (12) cu. yds.)

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

**Group 11A**

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

**Group 11B**

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

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**OPERATING ENGINEERS - Steel Fabricator & Erector**

**Group 1**

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

**Group 2**

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

**Group 3**

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

**Group 4**

- Chicago Boom
- Forklift, 10 tons and over

- Heavy Duty Repairman/Welder

**Group 5**

- Boom Cat
- 

**OPERATING ENGINEER -PILEDRIVER**

**Group 1**

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

**Group 2**

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

**Group 3**

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

**Group 4**

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

**Group 5**

No current classification

**Group 6**

- Deck Engineer

**Group 7**

No current classification

**Group 8**

- Deckhand
  - Fireman
-

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## 2022-2023 Prevailing Wage

### Amendment 2

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- **AMENDMENT 2 – CLERICAL**
- **Classifications:**
  - Lubrication and Service Engineer
  - Operating Engineers
  - Operating Engineers – Steel Fabricator & Erector
  - Operating Engineers – Piledriver
- **County – Washoe County Region and Northern Nevada Rural Region**
- **Effective – October 1, 2022**

The following represents the amended wage rates.

Craft: LUBRICATION AND SERVICE ENGINEER (MOBILE AND GREASE RACK)  
(Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Lubrication and Service Engineer (mobile and grease rack) .....68.43

**Add Operating Engineers Zone Pay**

**Add Premium Pay**



# 2022-2023 Prevailing Wage

## Amendment 2

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Craft: OPERATING ENGINEER (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Operating Engineers

(SEE GROUP CLASSIFICATIONS)

Group 1.....	63.41
Group 1A.....	66.17
Group 2.....	66.70
Group 3.....	66.97
Group 4.....	67.71
Group 5.....	68.01
Group 6.....	68.18
Group 7.....	68.43
Group 8.....	69.02
Group 9.....	69.34
Group 10.....	69.69
Group 10A.....	69.88
Group 11.....	70.12
Group 11A.....	71.76
Group 11B.....	72.57
Foreman.....	71.76

Add \$12.5% to base rate for "Special" Shift

**Add Operating Engineers Zone Pay**

**Add Premium Pay**

# 2022-2023 Prevailing Wage

## Amendment 2

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Craft: OPERATING ENGINEER (Union Rate)  
STEEL FABRICATOR & ERECTOR

**Prevailing wage rates include the base rate as well as all applicable fringes**

Operating Engineers (SEE GROUP CLASSIFICATIONS)	
Group 1.....	78.17
Group 1 Truck Crane Oiler.....	72.54
Group 1 Oiler.....	70.58
Group 2.....	77.20
Group 2 Truck Crane Oiler.....	72.29
Group 2 Oiler.....	70.37
Group 3.....	75.96
Group 3 Truck Crane Oiler.....	72.07
Group 3 Oiler .....	70.15
Group 3 Hydraulic.....	71.74
Group 4.....	74.23
Group 5.....	73.13
Add \$12.5% to base rate for "Special" Shift.....	

# 2022-2023 Prevailing Wage

## Amendment 2

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Craft: OPERATING ENGINEER (Union Rate)  
PILEDRIVER

**Prevailing wage rates include the base rate as well as all applicable fringes**

Operating Engineers  
(SEE GROUP CLASSIFICATIONS)

Group 1.....	78.18
Group 1 Truck Crane Oiler.....	72.72
Group 1 Oiler.....	70.80
Group 2.....	76.64
Goup 2 Truck Crane Oiler.....	72.51
Group 2 Oiler.....	70.60
Group 3.....	75.19
Group 3 Truck Crane Oiler.....	72.29
Group 3 Oiler.....	70.37
Group 4.....	73.68
Group 5.....	72.57
Group 6.....	69.29
Group 7.....	70.50
Group 8.....	69.54
Add \$12.5% to base rate for "Special" Shift.....	

**ADD ZONE RATE**

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

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$5.00
Zone 3	150 to 300 miles	\$6.00
Zone 4	300 miles over	\$7.00

**ADD PREMIUM PAY**

1. One and one-half (1-1/2) times the applicable straight-time rate for the day, shift, work, equipment and classification shall be paid for all work (including repair work and field survey work) performed on Saturday and before a shift begins and after it ends, except when operating equipment

servicing a craft that is receiving double time on commercial building construction, in which case double time shall be paid.

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

**RECOGNIZED HOLIDAYS**

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

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

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

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

**JOB DESCRIPTION**, includes but is not limited to:

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

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## 2022-2023 Prevailing Wage

### Amendment 2A

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- **AMENDMENT 2A – CLERICAL**
- **Classification – Operating Engineer – Steel Fabricator & Erector Group 1**
- **County – Washoe County Region and Northern Nevada Rural Region**
- **Effective – October 1, 2022**

The following represents the amended wage rates.

Craft: OPERATING ENGINEER (Union Rate) STEEL FABRICATOR & ERECTOR

Group 1.....78.71

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# 2022-2023 Prevailing Wage

## Amendment 3

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- AMENDMENT 3
- Classifications:

### Laborer Group 3A Wage Rate

### Zone Rates for Washoe County and Northern Nevada Rural Regions

- County – Washoe County Region and Northern Nevada Rural Region
- Effective – October 10, 2022

The following represents the amended wage rate.

Craft: LABORER (Union Rate)

Group 3A.....49.21

### ADD ZONE RATE

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

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$5.00
Zone 3	150 to 300 miles	\$6.00
Zone 4	300 miles or over	\$7.00

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## 2022-2023 Prevailing Wage

### Amendment 3A

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- **AMENDMENT 3A**
- **Classifications –**
  - Fence Erector Group 3A Zone Rate
  - Flag Person Group 3A Zone Rate
  - Highway Striper Group 3A Zone Rate
  - Traffic Barrier Erector Group 3A Zone Rate
- **County – Washoe County Region and Northern Nevada Rural Region**
- **Effective – October 10, 2022**

#### ADD ZONE RATE

In addition to FENCE ERECTOR, FLAG PERSON, HIGHWAY STRIPER, TRAFFIC BARRIER ERECTOR rates, add the applicable amounts per hour, calculated based on road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$5.00
Zone 3	150 to 300 miles	\$6.00
Zone 4	300 miles or over	\$7.00

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# 2022-2023 Prevailing Wage

## Amendment 5

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- **AMENDMENT 5**
- **Classifications – Plasterer**
- **County – Washoe County Region and Northern Nevada Rural Region**
- **Effective – December 8, 2022**

**Prevailing wage rates include the base rate as well as all applicable fringes**

Plasterer-Journeyman.....	50.82
Plasterer-Foreman.....	54.32

### **ADD ZONE RATE**

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

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

### **ADD PREMIUM PAY**

**OVERTIME** Eight (8) consecutive hours (exclusive of a meal period) shall constitute a day's work at straight time. Five (5) consecutive days of eight (8) consecutive hours (exclusive of a meal period), Monday through Friday, shall constitute a week's work. One and one half (1 ½) the regular straight time hourly rate shall be paid for all work over eight (8) hours. Sunday will be paid at double the regular straight time rate.

### **RECOGNIZED HOLIDAYS**

All work performed on the following holidays shall be paid for at double the regular straight time rate: New Year's Day, Memorial Day, Fourth of July, Labor Day, Admissions Day, Thanksgiving Day and the Friday after Thanksgiving and also Christmas Day. If any of the above holidays fall on Sunday, the Monday following shall be considered a holiday.



No work shall be permitted on the Fourth of July or Labor Day, regardless of compensation or donation, except in case of emergency or to protect life and property. Permission to work shall be granted by the representative of the Union or its officer.

**JOB DESCRIPTION:** Excerpt from Agreement No NV. Plasterers Master Labor Agreement

This includes but is not limited to:

1. All building construction, including but not limited to the construction, erection, alteration, repair, modification, demolition, addition, or improvement in whole or in part of any building structures,
2. All interior or exterior plastering construction, restoration, repair and inspection of cement, stucco, stone imitation or any patent material when ornamental molded plaster, and the setting of same. All specialty finishes such as veneer, venetian, marmoreno and grasello. All custom and specialty finishes, including but not limited to custom rock, carved plaster, brick and block veneer, stone and wood. Smooth and finish surfaces of full system E.I.F.S. including sticking and shaping of foam pieces or surfaces by adhesive or mechanical installation. All spray or troweled on fireproofing, including cementitious and intumescent products. All plaster acoustical finish systems including, but not limited to, BASWA Phon and Fellert.
3. All work processes which represent technological change, replacement, modification or substitution for the work described above. In addition, all work and use of new materials or *2020-2024 Reno Plasterers Master Labor Agreement* 4 techniques involved in plaster construction including but not limited to what is known as green or sustainable construction technology.



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# 2022-2023 Prevailing Wage

## Amendment 8

- **AMENDMENT 8**
- **Classifications – Ironworkers Wage**
- **County – All Regions**
- **Effective – January 1, 2023**

**Prevailing wage rates include the base rate as well as all applicable fringes**

Ironworker-Journeyman.....	81.01
Ironworker -Foreman.....	85.63
Ironworker-General Foreman.....	90.71

### **ADD ZONE RATE**

In addition to Iron Worker rates add the applicable amounts per day, calculated based on a road mile from the Reno or Las Vegas City Hall.

Zone 1	60 – 75 miles	\$20.00
Zone 2	75 - 100 miles	\$25.00
Zone 3	100 miles and over	\$75.00

### **ADD PREMIUM PAY**

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

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

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

1. For all hours worked over ten (10) hours in one day or shift.
2. For any hours worked on Sunday.
3. For all hours worked over eight (8) on Saturday
4. For all hours worked on Holidays

Shift Pay

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

**RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.



## Project Summary

<b>Project Number:</b>	2299DI1204
<b>Title:</b>	Water Reservoir Coatings and Site Improvements
<b>Project Type:</b>	H - Capital Maintenance - Expense
<b>Division:</b>	99 - General Administration - Water
<b>Budget Year:</b>	2024
<b>Finance Options:</b>	
<b>Asset Type:</b>	DI - Distribution Infrastructure
<b>Active:</b>	Yes

<b>Project Description</b>			
<p>The District owns 13 potable water reservoirs in Incline Village and Crystal Bay. The reservoirs (tanks) store from 170,000 to 1,000,000 gallons of water. Tank heights range from 20-50 feet and diameters range from 33-68 feet. The first reservoirs were constructed in 1962 with the last one built in 1996. The reservoirs are coated on the outside with a dark green weather resistant paint. These tanks need to be re-coated based on weathering of paint, graffiti and the overall appearance. The interiors are cleaned, video inspected every 5 years with the last inspection taking place in 2019. Typically the epoxy interior coating lasts 20-25 years. These tanks are built into the hillside in many cases with steep embankments and no retaining wall to keep the soil, rocks, etc. away from the tank. Periodically these sites need to be cleared of debris to protect the exterior coating and allow access around the structure for maintenance including painting.</p>			
<b>Project Internal Staff</b>			
Public Works staff will perform design, bid, contract administration, and inspection.			
<b>Project Justification</b>			
<p>The 13 steel water storage reservoirs throughout the District need to be re-coated (internal and external) to extend their life expectancy. These tanks get pitted and rust from exposure to the elements. We patch paint over the exterior problem areas and any graffiti. In addition, these tanks need to look aesthetically pleasing because they are mostly located in residential areas. The schedule is based on need. The coating work is performed by an outside contractor. Site improvements will be prioritized as needed such as rock and debris removal. Spot coating repairs on the interior of tanks are also performed by dive companies specializing in that work.</p>			
<b>Forecast</b>			
<b>Budget Year</b>	<b>Total Expense</b>	<b>Total Revenue</b>	<b>Difference</b>
2024			
Water Reservoir Coatings and Site Improvements	195,000	0	195,000
Year Total	195,000	0	195,000
	<b>195,000</b>	<b>0</b>	<b>195,000</b>
<b>Year Identified</b>	<b>Start Date</b>	<b>Est. Completion Date</b>	<b>Manager</b>
2012	Jul 1, 2023	Oct 15, 2023	Utility Maintenance Specialist
			<b>Project Partner</b>

**MEMORANDUM**

**TO:** Board of Trustees

**THROUGH:** Michael Bandelin  
Acting General Manager

**FROM:** Erin Feore  
Director of Human Resources

**SUBJECT:** Review, discuss and possibly approve updated Employee Privileges

**RELATED STRATEGIC PLAN INITIATIVE(S): LONG RANGE PRINCIPLE #4 – WORKFORCE** - *Attract, maintain and retain a highly qualified, motivated and productive workforce to meet the needs of district venues, facilities, services and operations.*

**RELATED DISTRICT POLICY, PRACTICES, RESOLUTIONS or ORDINANCES:** Not Applicable

**DATE:** July 5, 2023

---

**I. RECOMMENDATION**

The Board of Trustees review, discuss and provide direction to the Acting General Manager and Director of Human Resources proposed update to the Employee Privileges list.

**II. BACKGROUND**

Following recommendations from the General Manager’s Advisory Committee on Ordinance 7 and outside special legal counsel, the Board of Trustees, out of an abundance of caution for compliance with the District’s beach deed, made the difficult decision to eliminate beach access for all District employees and holders of Silver/Gold cards. The General Manager requested the Director of Human Resources review the current Employee Privileges document, identify inconsistencies, as a result of the Board of Trustees directive, and provide an updated document for the Board of Trustees to review and possibly approve.

While reviewing the current Employee Privileges document, deficiencies were identified in how categories were defined; additionally, it was determined that dependents of employees listed counterintuitively. After a thorough review of the privileges list, the following changes are recommended for approval by the Board of Trustees:

- The formal removal of Beach Access, per compliance with board directive.
- The restating of employee categories:
  - *Previously: Category 1 employees included “MY1, MY2, Seasonal FT and PT/YR staff working 20+ hours per week”.*
  - *Proposed: Category 1 employees include FT/YR, PT/YR and Seasonal Managers. This removes MY1/2 and Seasonal FT staff and the 20+ hour requirement for PT/YR staff.*
  - *Previously: Category 2 employees included “OC working 6 or more hours but less than 20 hours per week or PT Seasonal working 20+ to 39 hours per week.”*
  - *Proposed: Category 2 employees include “LPT, Seasonal FT, Seasonal PT staff.” This removes OC staff and their hours requirements and adds Seasonal FT to this list.*
- Restating Dependent Categories as follows:
  - *Dependent Category 3: change allowances to mirror that of current Dependent Category 4. Change language to read: “Dependents of Category 1 employee.” This removes “consecutive seasons” language.*
  - *Dependent Category 4: change allowances to mirror that of current Dependent Category 3. Change language to read: Dependent of Category 2 employee. This removes all other ancillary requirements as noted for Category 1 employees.*

### III. **BID RESULTS**

Not applicable to this agenda item.

### IV. **FINANCIAL IMPACT AND BUDGET**

Not applicable to this agenda item.

### V. **ALTERNATIVES**

The Board of Trustees may suggest alternatives.

**VI. COMMENTS**

The purpose of this recommendation is to help streamline the Employee Privileges process to ensure staff who are working in their assigned status receive appropriate privileges.

**VIII. BUSINESS IMPACT/BENEFIT**

Improving the benefits and privileges of District employees continues to support the District's Strategic Plan #4 – Workforce, #7, Analyze current recruiting trends to meet the challenges of hiring top candidates.

**IX. ATTACHMENTS**

1. Current Employee Privileges List
2. Proposed update to Employee Privileges List.

**X. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES**

Is there additional information the Board of Trustees will require to provide further direction to the Acting General Manager and Director of Human Resources?

# IVGID EMPLOYEE RECREATIONAL PRIVILEGES

All usage is subject to peak period restrictions and availability.	EMPLOYEE CATEGORY 1	EMPLOYEE CATEGORY 2	DEPENDENT CATEGORY 3	DEPENDENT CATEGORY 4	SILVER CARD*	GOLD CARD*
GOLF	DISCOUNT	DISCOUNT	DISCOUNT	DISCOUNT	DISCOUNT	DISCOUNT
Golf (daily & season access)	Free	50% off	25% off	50% off	50% off	Free
Golf Player Pass	No discount	No discount	No discount	No discount		
<i>Refer to "Employee Golf Privilege Policy" for details. Must be 18 yrs old to drive golf cart.</i>						
Driving range	Free	Free	No discount	No discount	50% off	Free
<i>Tokens can be obtained in the Golf Pro Shop.</i>						
Club rental	Free	50% off	No discount	No discount	50% off	Free
Merchandise at golf courses	20% off	20% off	20% off	20% off	20% off	20% off
PARKS & RECREATION						
Rec. Center (daily, & monthly member)	Free	50% off	25% off	50% off	50% off	Free
Merchandise at Rec. Center	20% off	20% off	No discount	No discount	20% off	20% off
Recreation Programs (limited)	20% off	20% off	20% off	20% off	20% off	20% off
Tennis hourly, daily & season access	Free	50% off	25% off	50% off	50% off	Free
Beach access	Free	Free	Free	Free	50% off	Free
Boat launch (daily & season pass)	Free	50% off	No discount	No discount	50% off	Free
Jet Ski launch (daily & season pass)	Free	50% off	No discount	No discount	50% off	Free
<i>Watercraft must be registered to employee or eligible dependent.</i>						
SKI						
Ski (daily & season access)	Free	50% off	25% off	50% off	50% off	Free
Ski & Snowboard Rental	Free	50% off	No discount	No discount	50% off	Free
Ski tuning & repairs	50% off	50% off	No discount	No discount	50% off	Free
<i>There is a \$250 cash/credit card deposit required for all snowboard rentals.</i>						
FOOD & NON-ALCOHOLIC BEVERAGES						
	20% off	20% off	None	None	None	None
<i>Ski &amp; Golf employees receive 50% off F&amp;B purchase if scheduled to work, in uniform &amp; on break.</i>						
HUNTING (Wetlands in Carson Valley)						
Hunting (daily & season access)	Free	50% off	25% off	50% off	50% off	Free

**NOTES/LEGEND**

IVGID employees may be eligible to enjoy reduced or free rates at IVGID facilities. Participation is strictly voluntary and not part of regular employment. An employee photo pass must be shown when utilizing these privileges. Please remember, IVGID's paying customers have priority and employees are expected to leave an activity if a paying customer would otherwise be turned away. IVGID employee privileges are subject to change by the Board of Trustees and may be revoked if the privilege is abused by an employee and/or their qualified dependents. For more information, please contact Human Resources at (775) 832-1100.

**Employee Categories**

FT/YR = Full-time/Year-Round  
 MY2 = Multiseasonal/Year Round 2 Manager positions  
 MY1 = Multiseasonal/Year Round 1 Manager position  
 PT/YR = Part-time/Year-Round  
 LPT/YR = Limited Part-time/Year-Round  
 SM = Seasonal Managers (10, 7, 6 or less months)  
 FT/S = Full-time/Seasonal  
 PT/S = Part-time/Seasonal  
 OC = On-Call

\*See District Personnel Policies for definitions.

Board of Trustees - Please refer to the Board of Trustees handbook for your recreational privileges.

**CATEGORIES DEFINED**

**EMPLOYEE**

**Category 1** - FT/YR, SM, MY1, MY2, or PT/YR working 20+ hours per week or FT/S

**Category 2** - LPT/YR, PT/S, or OC working 6 or more hours but less than 20 hours per week or PT/S working 20+ to 39 hours per week.

Department Specific Only - Privileges are determined by Venue Director or designee.

**DEPENDENTS** - Qualified spouse, registered domestic partner, or child (up to 26 years old and living at home or away from school).

**Category 3** - Dependents of a Category 1 employee with less than four consecutive seasons of employment.

**Category 4** - Dependent of a Category 1 employee. If employee is FT/YR, privileges start the first day of employment. If employee is in other status, privileges start after four or more seasons.





## IVGID Employee Recreational Privileges

All usage is subject to peak period restrictions and availability	EMPLOYEE CATEGORY 1	EMPLOYEE CATEGORY 2	DEPENDENT CATEGORY 3	DEPENDENT CATEGORY 4	SILVER CARD*	GOLD CARD*
<b>GOLF</b>	<b>DISCOUNT*</b>	<b>DISCOUNT*</b>	<b>DISCOUNT*</b>	<b>DISCOUNT*</b>	<b>DISCOUNT*</b>	<b>DISCOUNT*</b>
Golf (daily & season access)	Free	50% off	50% off	25% off	50% off	Free
<i>Refer to "Employee Golf Policy" for details. Must be 18 years old to drive a golf cart.</i>						
Driving Range	Free	Free	No Discount		50% off	Free
<i>Tokens can be obtained in the Golf Pro Shop</i>						
Equipment Rentals	Free	50% off	No Discount		50% off	Free
Merchandise In Shops	20% off	20% off	20% off	20% off	20% off	20% off
<b>PARKS AND RECREATION</b>						
Rec Center (daily & monthly membership)	Free	50% off	50% off	25% off	50% off	Free
Merchandise @ Rec Center	20% off	20% off	No Discount		20% off	20% off
Recreation Programs (limited)*	20% off	20% off	20% off	20% off	20% off	20% off
Tennis (hourly, daily & season access)	Free	Free	Free	Free	50% off	Free
<b>SKI</b>						
Ski (daily & season access)	Free	50% off	50% off	25% off	50% off	Free
Ski & Snowboard Rental	Free	50% off	No Discount		50% off	Free
Ski Tuning and Repairs	50% off	50% off	No Discount		50% off	Free
<i>There is a \$250 cash/credit card deposit for all snowboard rentals</i>						
<b>FOOD &amp; NON-ALCOHOLIC BEVERAGES</b>	20% off	20% off	No Discount		No Discount	
<i>Ski &amp; Golf employees receive 50% off F&amp;B purchase if scheduled to work, in uniform &amp; on break</i>						
<b>HUNTING</b> (Wetlands in Carson Valley)						
Hunting (daily & season access)	Free	50% off	50% off	25% off	50% off	Free
<b>CATEGORIES DEFINED</b>						
<b>Category 1 Employee</b> = FT/YR, PT/YR, Seasonal Managers, Seasonal FT <b>Category 2 Employee</b> = Seasonal PT, LPT <i>Department Specific Only - Privileges are determined by Venue Director or designee</i> <b>Category 3 Dependents</b> = Dependents of Category 1 employees <b>Category 4 Dependents</b> = Dependents of Category 2 employees. <span style="color: red;"><b>Dependents are defined as IRS eligible dependents:</b></span> <span style="color: red;"><b>Spouse; Children under the age of 19; children under the age of 24 who are enrolled in school (proof of enrollment may be required.)</b></span> <b>Discounts noted are calculated off the resident rate for recreational privileges</b> <i>*Recreation Programs (limited) include but are not limited to: Children's ballet, swim lessons; yoga retreats; day camps (may require exclusion for camps conducted on the beach).</i>						

IVGID Employees may be eligible to enjoy free or reduced rates at IVGID facilities. Participation is strictly voluntary and considered a privileged amenity for working for the District. An employee photo pass must be shown to access each venue for use. Please remember, IVGID's paying customers have priority access to each facility

and employees are expected to leave if a paying customer would otherwise be turned away. Venue managers have the right to refuse service to any employee violating District policies, rules and expectations. IVGID employee privileges are subject to change by the Board of Trustees at any time. Further, privileges may be revoked if the privilege is abused by an employee and/or their qualified dependents. For more information about these privileges, please contact Human Resources at (775) 832-1100.

### Status Legend

FT/YR = Full Time, Year Round (40+ hrs / week)

PT/YR = Part Time, Year Round (20+ hrs/week)

Seasonal Managers = sprvsr/mgmt staff working 40+ hrs/week at seasonal venue

Seasonal FT = 40+ hrs/wk @ seasonal venue

Seasonal PT = 20+ hrs/wk @ seasonal venue

LPT = Limited Part Time (6-20 hrs/week)

**Privileges are subject to change by direction of the Board of Trustees**

**MEMORANDUM**

**TO:** Board of Trustees

**THROUGH:** Brad Underwood, Director of Public Works

**FROM:** Madonna Dunbar

**SUBJECT:** Waste Management Presentation of Proposed Improvements and Request for Contract Extension (Requesting Staff Member: Director of Public Works Brad Underwood)

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

**LONG RANGE PRINCIPLE #1 - SERVICE**

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

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

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

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

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

**Long-term Initiatives – 2.** Promote responsible use of water as a valuable natural resource.

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

**RELATED DISTRICT  
POLICIES, PRACTICES,  
RESOLUTIONS OR  
ORDINANCES**

**Ordinance #1** - Trash

**DATE:** July 12, 2023

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## **I. RECOMMENDATION**

Receive a presentation from Waste Management and advise Staff how to proceed.

## **II. BACKGROUND**

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

The Waste Management Transfer Station costs are a pass through to District customers through the rates set and billed by Waste Management.

### **Waste Management Proposal Summary:**

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

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

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

Because of the large volume of materials removed during annual, defensible space yard cleanups, a large amount of materials can be generated at once. This creates a huge labor demand, often with large piles of bags placed curbside. Collection occurs weekly during the program timeframe with the bags being hand collected. Waste Management uses a designated truck, route and extra labor to accomplish the green waste collection services. The green waste materials are

bulk hauled weekly by 3<sup>rd</sup> party trucking company to Full Circle Compost in Minden, Nevada for organics reclamation. Materials are converted into high quality organic compost by Full Circle Compost. <https://fullcirclecompost.com>

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

Green Waste Collection Program Results (2022)

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

Cumulative results:

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

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

Residents have expressed program improvement ideas:

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

Staff is working with WM on these suggested program improvements.

**Waste Management Capital Improvement Project Scope:**

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

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

### **III. BID RESULTS**

There are no bid results associated with this Memorandum.

### **IV. FINANCIAL IMPACT AND BUDGET**

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

### **V. ALTERNATIVES**

Not applicable. This memorandum is for presentation purposes.

### **VI. COMMENTS**

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

### **VII. BUSINESS IMPACT/BENEFIT**

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

This item is a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, but it does not impose a direct and significant economic burden on a business or directly restrict the formation, operation or expansion of a business. Therefore, it does not require a Business Impact Statement.

### **VIII. ATTACHMENTS**

1. Waste Management Request Letter and Project Scope
2. Waste Management Franchise Agreement
3. WM IVGID BOT 7.12.23 Presentation

## **IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES**

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

- Does the Board want to pursue a 5-year contract extension with WM at this time or wait?
- If the Board desires to pursue the 5-year contract extension at this time, what approach would they like staff to take?
- If the Board desires to pursue the 5-year contract extension at this time, are there other contract terms the Board would like to discuss with WM for possible revision?

# Waste Management Request Letter and Project Scope

ATTACHMENT 1

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4/26/2023

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

Dear Mr. Winquest,

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

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

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

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

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

Barry Skolnick

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

President, Reno Disposal CO.

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



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## Incline Village Site Improvements

### Project Scope:

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

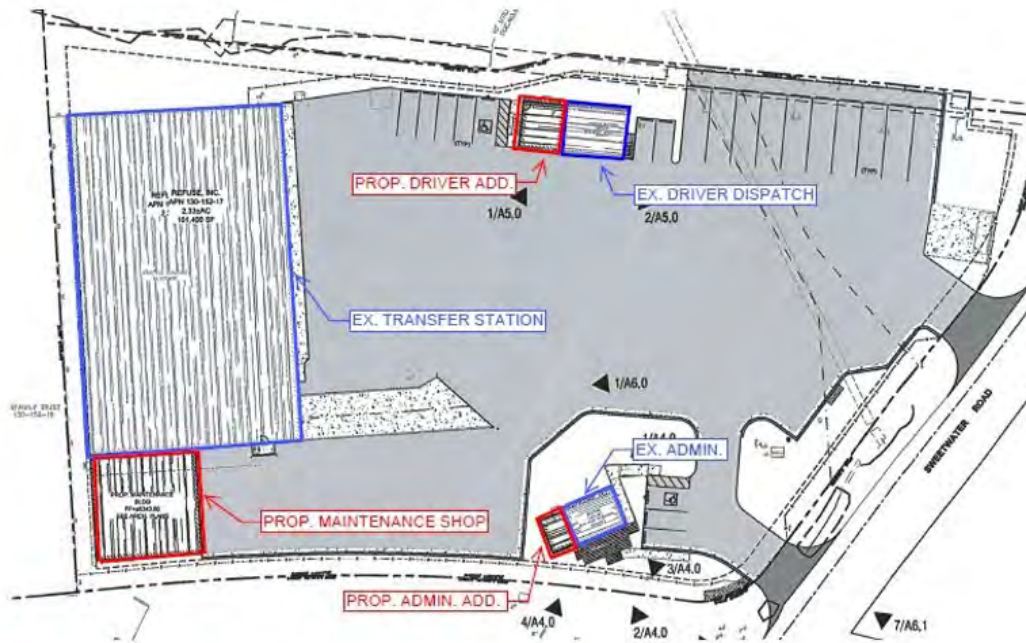
- Replace the existing paving with new pavement and striping
- Partial replacement of the existing perimeter fence
- Expand the existing driver dispatch building
- Expand the existing administration building
- Upgrade existing transfer station
- Demo and add one new transaction booth
- Add a new maintenance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



THINK GREEN!

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## Overall Site Reference Plan



THINK GREEN:



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## Site Development - Proposed Site Civil

### Proposed Improvements:

#### Stormwater Infrastructure

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

#### Pavement

- New Asphalt 3" AC/13.5"

#### Site Perimeter

- New South, East and West chain-link fence

#### Entrance Gates/Driveways

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



Ref. Sheet C4.0, Civil Package



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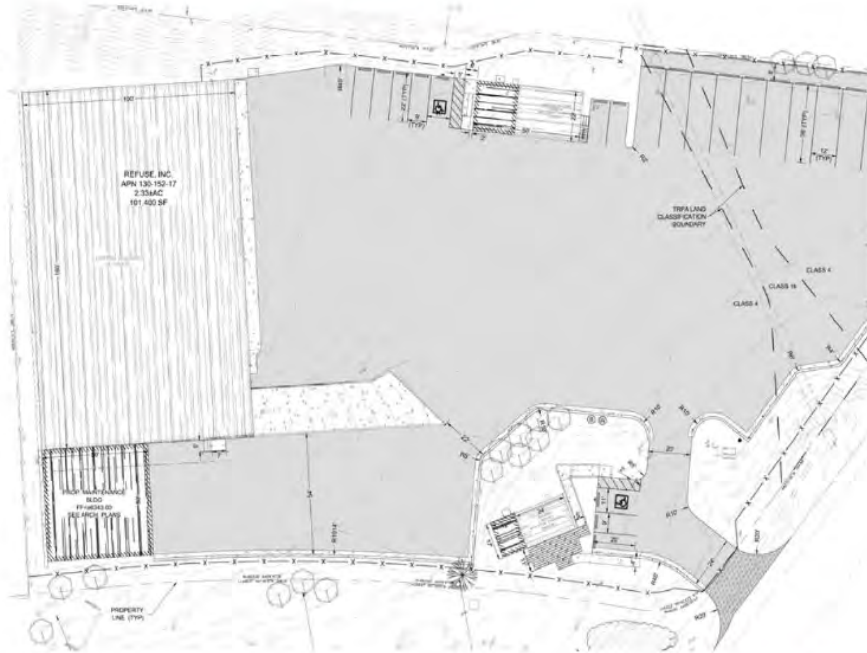
## Site Development - Additional Improvements

### Landscaping Improvements:

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

### Miscellaneous Site Improvements:

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



Ref. Sheet L1.0, Civil Package



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# Transfer Station Improvements

## Indoor Improvements:

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

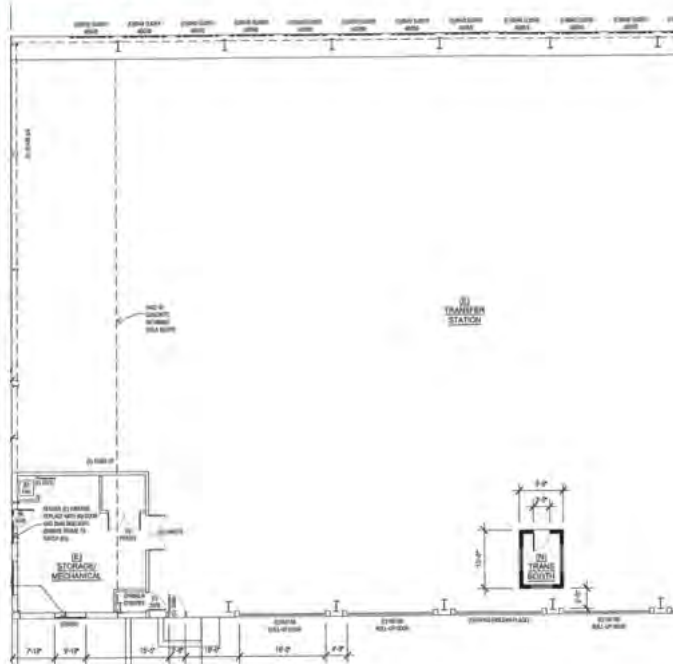
## Exterior Improvements:

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

## Loadout Tunnel Improvements:

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

Ref. Sheet A3.0, Arch. Package



THINK GREEN

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## Maintenance Shop Addition

### New Building Structural

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

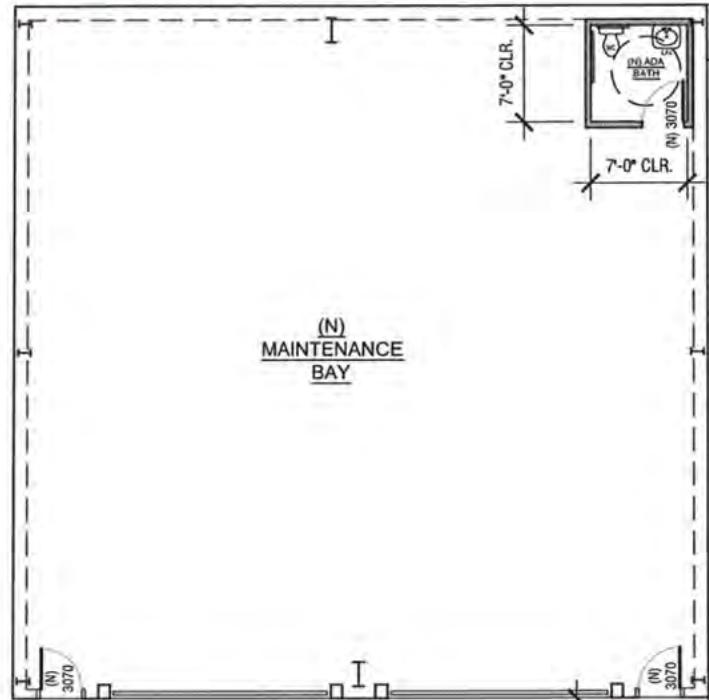
### Indoor Additions

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

### Exterior Additions

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

Ref. Sheet A3.0, Arch. Package



THINK GREEN!

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## Administrative Building

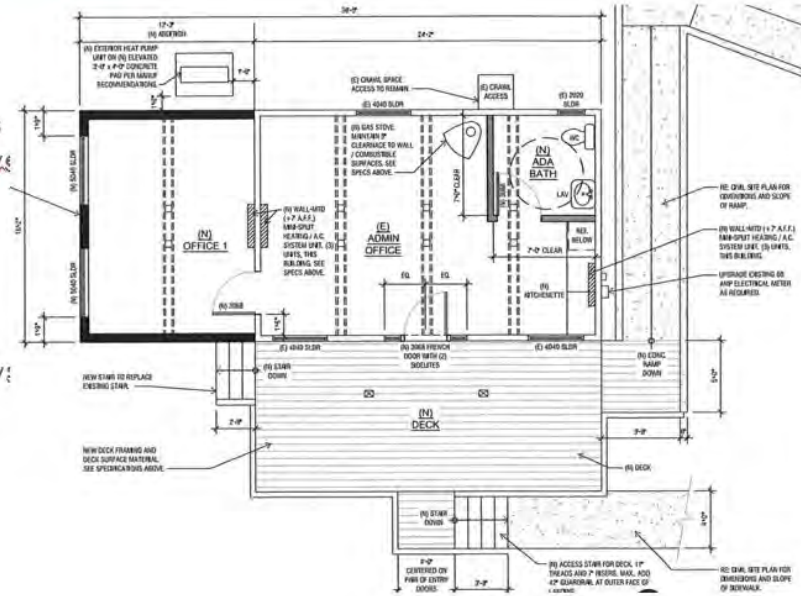
### Proposed Improvements:

#### Interior Improvements

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

#### Exterior Improvements

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



Ref. Sheet A2.0, Arch. Package



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## Driver Dispatch Building

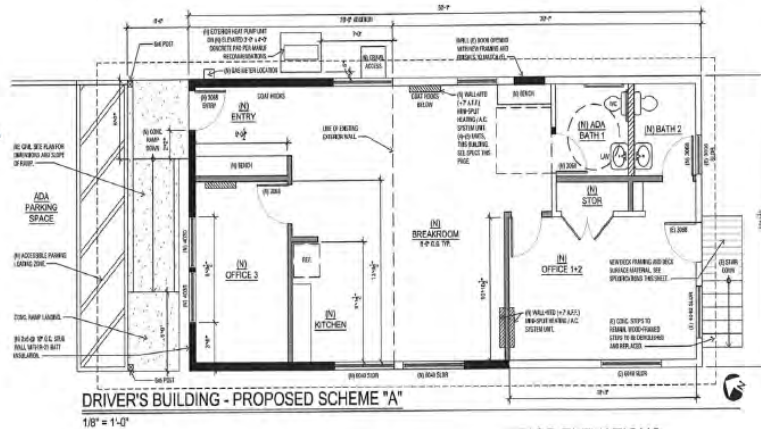
### Proposed Improvements:

#### Interior Improvements

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

#### Exterior Improvements

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



Ref. Sheet A1.0, Arch. Package



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# Waste Management Franchise Agreement

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

**AND**

**RENO DISPOSAL CO., dba INCLINE SANITATION CO.**

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

**RECITALS**

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

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

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

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

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

**TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) C&D Waste;

(b) Excluded Solid Waste;

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

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

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

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

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

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

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

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

#### **4. SERVICES.**

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

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

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

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

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

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

**4.6. Collector Employees.**

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **7. REVIEW OF PERFORMANCE AND QUALITY OF SERVICE.**

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

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

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

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

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

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

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

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

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

#### **11. REVISIONS TO AUTHORIZED RATES.**

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

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

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

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

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

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

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

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

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

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

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

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

## **12. FRANCHISE FEE.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **17. INSURANCE.**

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

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

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

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

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

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

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

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

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



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

## **19. TERMINATION FOR CAUSE.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

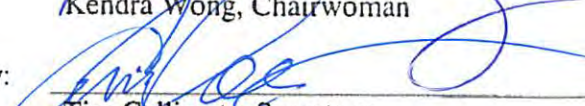
\* \* \*

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

**DISTRICT:**

Agreed to:

By:   
Kendra Wong, Chairwoman

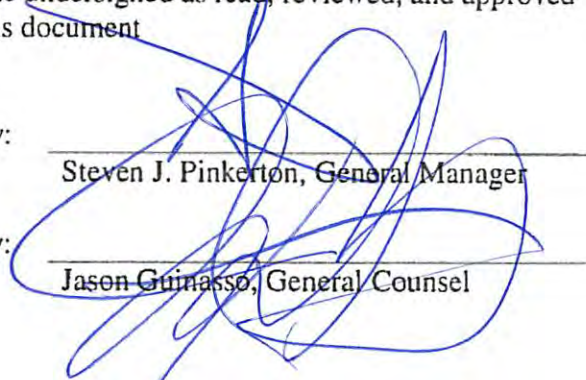
By:   
Tim Callicrate, Secretary

**COLLECTOR**

Agreed to:

By:   
Barry Skolnick  
President

The undersigned as read, reviewed, and approved this document

By:   
Steven J. Pinkerton, General Manager

By:   
Jason Guinasso, General Counsel

**Exhibit A**  
**Scope of Services**

**1. Residential Service.**

**1.1. Solid Waste Collection.**

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

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

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

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

**1.2. Recyclables Collection.**

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

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

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

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

### 1.3. **Miscellaneous Services**.

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

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

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

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

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

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

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

## 2. Multi-Family Residential Service.

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

## 4. Commercial Service.

### 4.1. Solid Waste Collection.

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



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

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

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

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

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

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

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



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

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

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

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

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

**Equivalent Units:**

3 yard dumpster = 7 - 96 gallon containers

4 yard dumpster = 9 - 96 gallon containers

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

## **Exhibit C Recyclables**

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

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

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

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

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

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

## Exhibit D Recycling Contamination

### RECYCLING CONTAMINATION NOTICE

Date: \_\_\_\_\_ Address: \_\_\_\_\_

**Contamination:**

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

**Motor Oil & Hazardous Waste:**

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

**Overflow:**

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

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

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

Other problem(s) not listed above: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Driver: \_\_\_\_\_

Route #: \_\_\_\_\_

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

See reverse side for recycling information.

Recycle Often. Recycle Right.™



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

\* Except #6 Polystyrene Foam

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





# Waste Management Presentation



# Waste Management

## IVGID Board of Trustees Presentation

July 12, 2023

**THINK GREEN.®**



# WM Requesting

## 5 Year Contract Extension Per Section 3 of the Franchise Agreement

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

# WM Requesting

## Extension Allows WM Amortize Improvement Costs of Capital Improvement Project

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

That additional time will allow for construction to be scheduled during Incline Village's abbreviated building season and allow WM to amortize costs while maintaining stable rates at the transfer station.

# Benefit to Customers

## No Direct Impact to Collection Rates

Please note that we are not seeking a collection rate increase associated with this investment. Extending the contract retains the same menu of services and rate mechanism.

The current rate mechanism caps WM's profits at 9%. If the cap does not apply, rate increase is determined by the average Consumer Price Index for Garbage and Trash published by the Federal Bureau of Labor Statistics. Any increase is capped at 6%.

Franchised rates in Incline Village have not increased since 2021.

Trash collection rates in Incline Village are generally lower than other basin communities.

# Benefit to Customers

## Expanded Green Waste Collection Period

Waste Not and WM staff meet monthly to discuss service needs and concerns. Both agencies routinely hear from customers that they would like to have the 16-week Yard Debris collection program, which is currently broken into 12 weeks in the Spring and 4 weeks in the fall, extended to eliminate the summer break.

As this is a top item for contract improvement, WM proposes doubling the time frame to 32 weeks as part of the extension agreement.

# Benefit to Customers

## Facilities that Better Fit the Character of the Community

Customer service office built in 1975.

Driver dispatch building built in 1992.

The transfer building was erected in 1995.

New plans improve appearance from Tahoe Blvd and are compliant with TRPA requirements.

# Incline Village Site Improvements

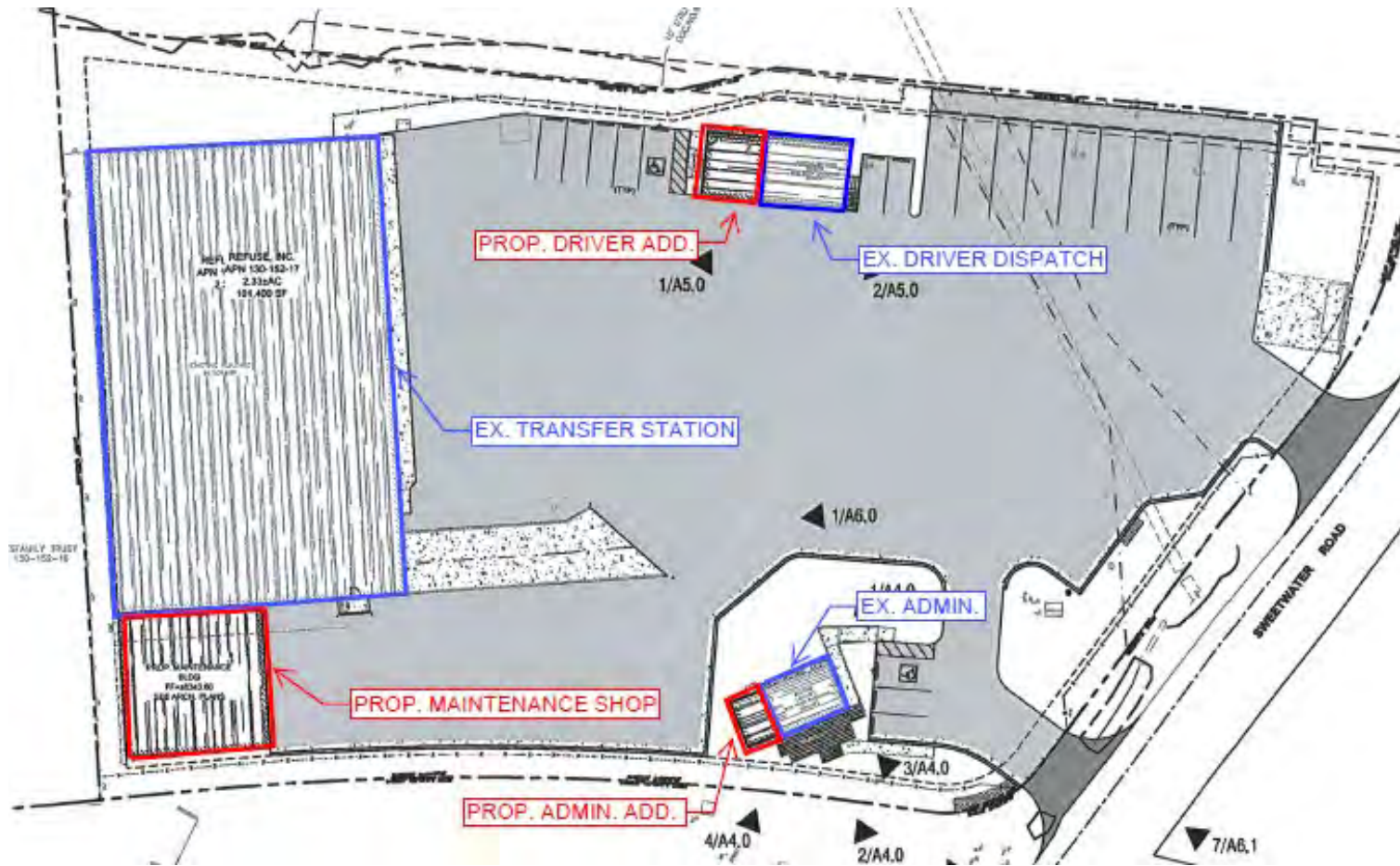
## Project Scope:

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

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



# Overall Site Reference Plan





# Site Development - Existing Site Civil

## Current Status:

### Stormwater Infrastructure

(To Be Removed and Replaced)

- Leachlines
- Valley Gutters
- Grates
- Manholes

### Pavement

(To Be Removed and Replaced)

- Asphalt (In poor condition)

### Site Perimeter

(Partial Remove and Replace)

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



Ref. Sheet C2.0, Civil Package

# Site Development - Proposed Site Civil

## Proposed Improvements:

### Stormwater Infrastructure

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

### Pavement

- New Asphalt 3" AC/13.5"

### Site Perimeter

- New South, East and West chain-link fence

### Entrance Gates/Driveways

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

Ref. Sheet C4.0, Civil Package



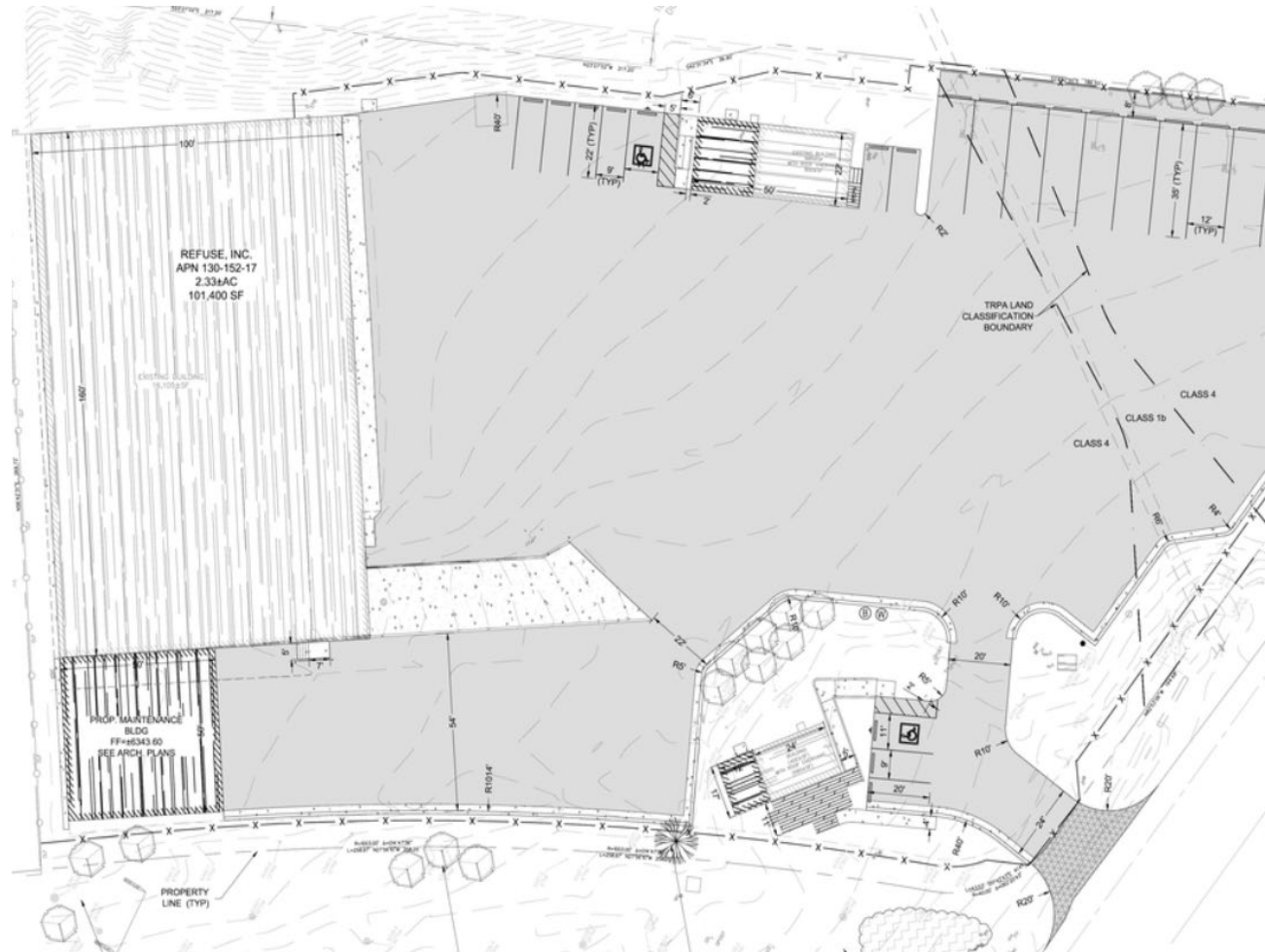
# Site Development - Additional Improvements

## Landscaping Improvements:

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

## Miscellaneous Site Improvements:

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



Ref. Sheet L1.0, Civil Package

# Transfer Station Improvements

## Indoor Improvements:

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

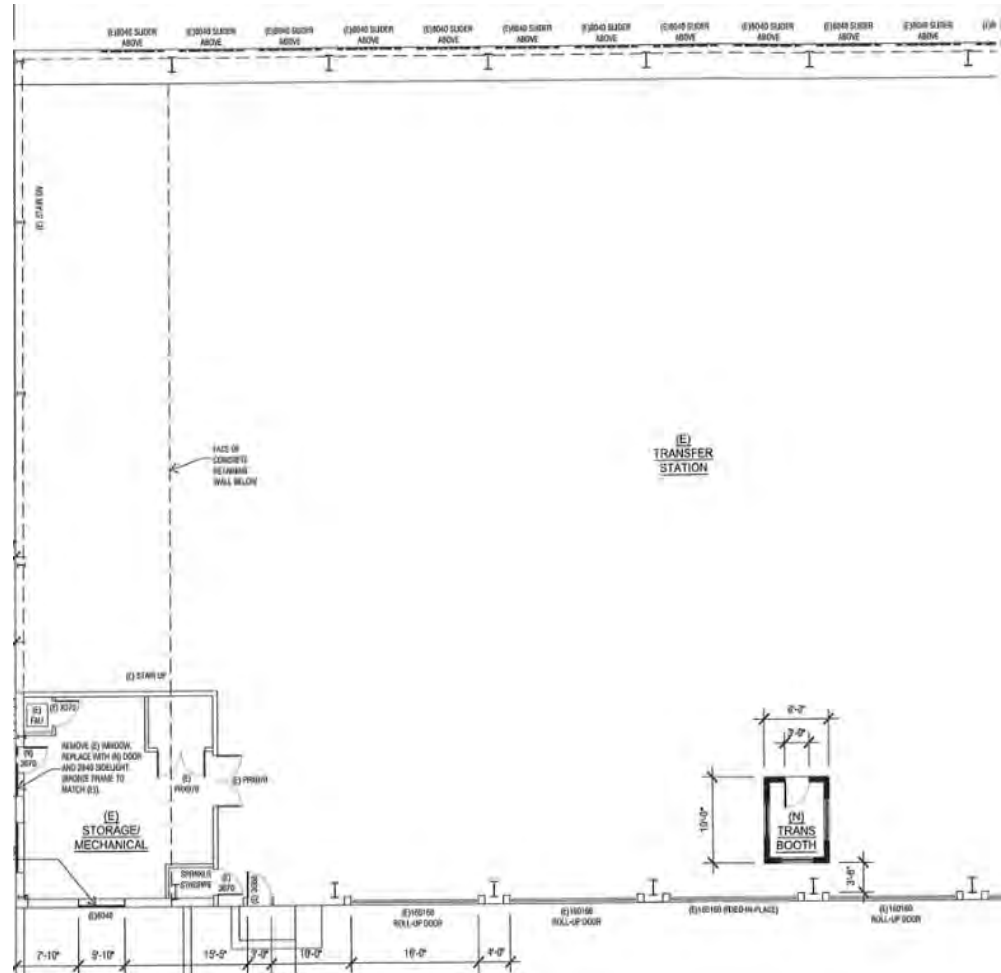
## Exterior Improvements:

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

## Loadout Tunnel Improvements:

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

Ref. Sheet A3.0, Arch. Package



# Maintenance Shop Addition

## New Building Structural

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

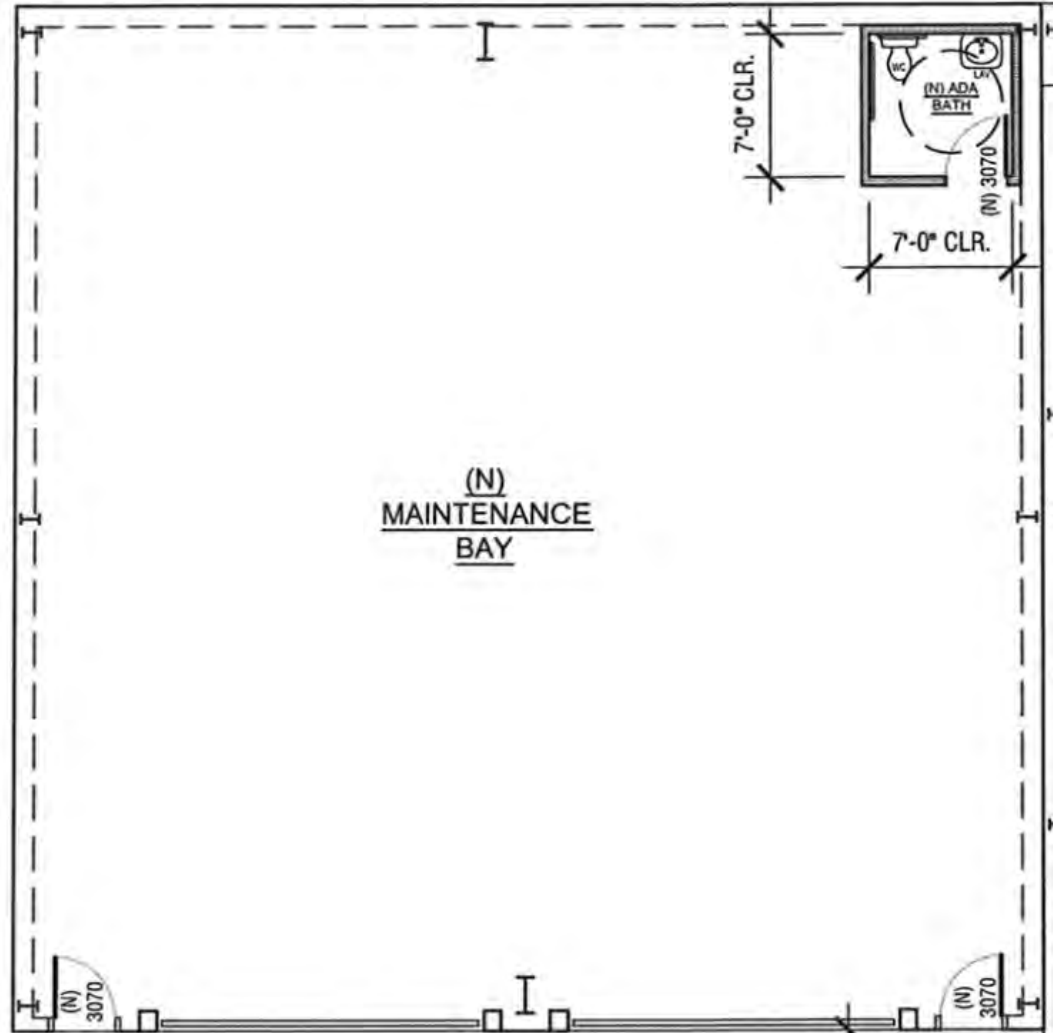
## Indoor Additions

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

## Exterior Additions

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

Ref. Sheet A3.0, Arch. Package







# Customer Survey - ConcentrixCX

## Trends

■ Area ■ Total

### Likely Recommend

9.32/9.32

Month to Date



### Overall Sat

9.26/9.26

Month to Date



### Residential OSAT

9.33/9.33

Month to Date



### Commercial OSAT

8.00/8.00

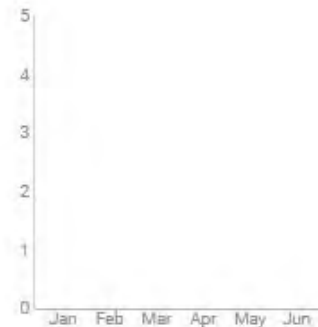
Month to Date



### Rolloff OSAT

-

Month to Date



### Trustworthy

8.79/8.79

Month to Date



### Waste Solutions Partner

9.11/9.11

Month to Date



### Good Value

9.11/9.11

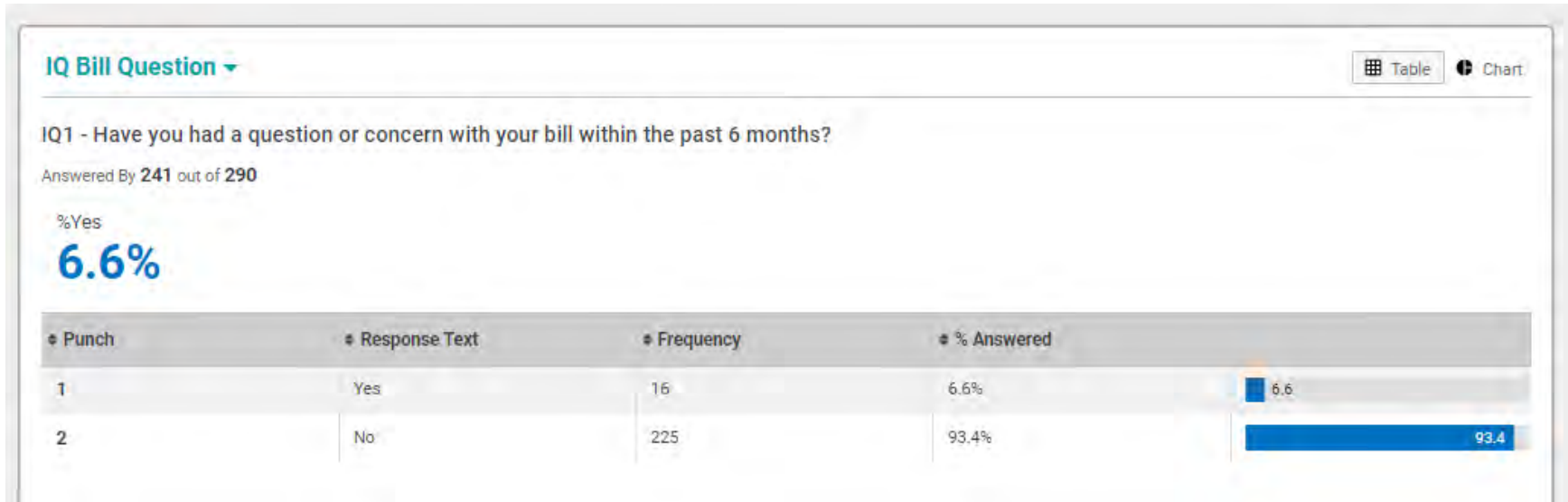
Month to Date





# Customer Survey - ConcentrixCX

## Customer Insight Billing



# Thank You

## Transfer Station

1200 Sweetwater Road

\*Located on Sweetwater Road  
at Tahoe Blvd.

## Customer Service Desk

1075 Tahoe Blvd.

Email: [InclineVillage@wm.com](mailto:InclineVillage@wm.com)

Phone: 775-831-2971

Hours of Operation

M - F: 8:30 a.m. - 5:00 p.m.

closed 1:00-1:30 for lunch



## MEMORANDUM

**TO:** Board of Trustees

**FROM:** Matthew Dent  
Chairman

**SUBJECT:** Review, discuss, and provide feedback regarding Board of Trustees Frequently Asked Questions (FAQs) to be shared with the community and on the District website

**RELATED STRATEGIC:** Long Range Principle #7 - Communication  
**PLAN INITIATIVE(S)**

**DATE:** July 5, 2023

---

### **I. RECOMMENDATION**

The Board of Trustees makes a motion to approve Board of Trustees Frequently Asked Questions (FAQs) as presented to be shared with the community and on the District website

### **II. BACKGROUND**

At the June 28<sup>th</sup> Board of Trustees meeting, the Board of Trustees had a discussion around communications. One of the suggestions for improving communication or messaging after a decision centered around addressing some of the rumors circulating. The Board of Trustees Chairman was directed to bring forward a list of FAQ's as a starting point so the Board of Trustees can speak to these issues with one voice. These topics range from claims about individual Trustees, the Recreation Fee, previous Board decisions, golf rates, etc.

### **III. BID RESULTS**

Not applicable to this agenda item.

### **IV. FINANCIAL IMPACT AND BUDGET**

Not applicable to this agenda item.

**V. ALTERNATIVES**

Not applicable to this agenda item.

**VI. COMMENTS**

No additional comments at this time.

**VII. DISTRICT IMPROVEMENT, COST REDUCTION, RETURN ON INVESTMENT OR PRODUCTIVITY ENHANCEMENT**

Improve communications between the Board of Trustees and the community and District Staff.

**VIII. BUSINESS IMPACT**

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

**IX. ATTACHMENTS**

FAQ attachment

**X. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES**

The Board of Trustees needs to decide if the attached list is approved for posting on the District's website under Board of Trustees Meetings and Agendas.

## IVGID Board of Trustees Frequently Asked Questions (FAQs)

1. QUESTION: **Does Trustee Tonking live in Incline Village?**  
FACT: Yes, Trustee Tonking lives in Incline Village, this claim is FALSE. She travels for work and keeps the chair informed as to when she needs to attend meetings remotely.
2. QUESTION: **Did Trustee Dent violate ethics or not properly disclose a conflict?** No, this is FALSE. Both the Nevada Ethics Commission and Secretary of State Office have confirmed Trustee Dent has correctly managed his disclosures and that there are no improprieties. This question has circulated through the community for many years since he first addressed this publicly in 2017. In the future, Trustee Dent will abstain from voting if/when any conflict of interest presents itself like he has done previously.
3. QUESTION: **The District has a 30-40% vacancy rate?** No, this claim is FALSE. The current vacancy rate is 8.57% and we anticipate that being closer to 7% in the next couple weeks.
4. QUESTION: **The Board is intending to privatize the venues?** No, this is FALSE. The Board has never had discussions or a strategy to privatize the venues. The Board directed staff through the budget process to reduce budgets and stop overbudgeting. The goal of this is to truly understand what is needed for operations and capital. The Board views the venues as assets to the community and to property values.
5. QUESTION: **This Board changed or is changing “the model.”** No, “the model” is not and has not changed. “The model” is for all Community Services venues, including Diamond Peak, the golf courses, the Recreation Center and Tennis Center, to be funded through venue charges for services and if needed, the Recreation Fee assessed to parcel owners on an annual basis. The profits from one venue help support the operations of other venues as it has historically been done.
6. QUESTION: **This Board is interfering with LLC’s and corporations obtaining their Recreation Cards?** No, this is FALSE. In May of 2022, the previous Board approved changes to Ordinance 7 with a 5-0 vote. There was confusion by staff with the implementation of Agent assignments for LLC’s and corporations which was discovered in May of this year. Staff and District Legal Counsel requested input from Special Legal Counsel. This delayed card issuance by roughly two weeks. The issue has been resolved and staff started administering the privileges per Ord 7. The agent assignments were implemented to remove staff from being a ‘concierge’ to

the entities in a similar manner to the changes made to how cards are issued for timeshares.

7. QUESTION: **Does lowering the Beach/Rec Fee lower property values?** No, this is FALSE. The elimination of the Recreation and Beach Fee is NOT lowering property values. It has no impact on property values. It is purely a standby services charge and the amount is projected annually to fund venue operations and capital improvements. The funds are not needed and therefore to comply with Nevada Revised Statutes were eliminated resulting in a savings of \$325 on the Washoe County property tax bill.
8. QUESTION: **The reduction of the value of the punch cards is infringing on property rights.** No, it has no impact or change to property rights. It is purely a function of the Recreation and Beach fees needed or not needed to fund venue operations and capital improvements.
9. QUESTION: **The Board sets Golf rates?** Yes, however they are formulated and recommended to the Board by the Director of Golf, except for the All You Can Play passes, in 2023. Staff conducts analysis and formulates rate recommendations for the board's consideration.
10. QUESTION: **Was the Golf cancellation policy created by the Board?** No, there has been a cancellation policy for several years. In 2023, with the elimination of the reservation fee, the cancellation policy was modified from 3 to 5 days. This is expected to come before the board in July for reconsideration.
11. QUESTION: **This Board has created a hostile working environment?** No, this is FALSE. We plan to bring a report to the Board at a future meeting in July to provide clarification.
12. QUESTION: **Trustee Schmitz lost the \$25M grant from the Duffield Foundation.** No, this is FALSE. The District didn't have an agreement for \$25M, the District had an agreement for incremental project deliverables with the ability for the project to be terminated at any point in the process.
13. QUESTION: **Did the previous Board vote in unanimous support for the Recreation Center expansion project?** Yes, the previous Board approved and all members (Callicrate, Dent, Schmitz, Tonking, Wong) signed the requested letter of unanimous support for the project. The revised design, if it required a unanimous vote, would have to have been publicly disclosed per Nevada Open Meeting Law, the Board couldn't have secret stipulations that aren't disclosed.

## MEMORANDUM

**TO:** Board of Trustees

**FROM:** Erin Feore  
Director of Human Resources

**THROUGH:** Mike Bandelin  
Acting District General Manager

**SUBJECT:** Review, discuss, and possibly approve the recommended changes to the General Manager's job description and authorize staff to start the recruiting process

**RELATED STRATEGIC:** Long Range Principle #4 - Workforce  
**PLAN INITIATIVE(S)**

**DATE:** July 5, 2023

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### **I. RECOMMENDATION**

That the Board of Trustees approve the recommended changes to the General Manager's job description and authorize Staff to start the recruiting process as discussed at this meeting.

### **II. BACKGROUND**

At the June 28<sup>th</sup> Board of Trustees meeting, the Board of Trustees requested that the Director of Human Resources review the General Manager's job description and make recommendations for changes. In addition, the Board of Trustees Chairman asked the Director of Human Resources to outline a process for beginning the search for a new District General Manager.

### **III. BID RESULTS**

Not applicable to this agenda item at this time.

### **IV. FINANCIAL IMPACT AND BUDGET**

Unknown at this time.

**V. ALTERNATIVES**

As the District General Manager is the employee of the Board of Trustees, Staff welcomes any thoughts and/or ideas offered by the Board of Trustees at this meeting.

**VI. COMMENTS**

No additional comments at this time.

**VII. DISTRICT IMPROVEMENT, COST REDUCTION, RETURN ON INVESTMENT OR PRODUCTIVITY ENHANCEMENT**

Not applicable to this agenda item.

**VIII. ATTACHMENT**

Current District General Manager's Job Description  
Revised District General Manager's Job Description  
A brief outline of the proposed process for conducting a search.

**X. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES**

The Board of Trustees needs to decide if process, as outlined, is acceptable for moving forward with the search for a new District General Manager.





## JOB DESCRIPTION DISTRICT GENERAL MANAGER POSITION

**UJob Title:** General Manager  
**Job Number:** 1110A  
**Salary Grade:** Contract  
**Department:** Administration  
**Reports to:** Board of Trustees  
**FLSA Status:** Exempt - Executive  
**Salary Range:** \$182,000 to \$230,000 (which includes measurable incentives)

### **SUMMARY**

Under the general direction of the District's Board of Trustees, assumes full responsibility for the operation and management of the Incline Village General Improvement District (IVGID).

### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

Not necessarily in order of priority, include the following. Other duties may be assigned by the Board of Trustees.

1. Provides excellent customer service to parcel owners, local businesses, government agencies and visitors to Incline Village/Crystal Bay.
2. Oversees the operation and management of the District, including the supervision and control of all of the District's property, activities, personnel, business, and operations. The General Manager is the chief executive officer of IVGID, responsible for all services, programs, budgets, and the overall operational and financial performance of the District.
3. Recommends, supports the development of, and implements policies and directives set by the Board of Trustees.
4. Directs operation and management of the District in compliance with Ordinances, Resolutions, Regulations, Long Range Principles, Policies and Practices.
5. Directs and participates in the development and implementation of long and short range goals, objectives, policies, practices, and procedures for the District.
6. Implements all personnel rules and regulations, recommends staffing levels, and maintains authority to hire, discipline, or discharge employees as may be necessary to carry out District business.
7. Leads, manages, mentors, empowers and coaches direct reports such as, but not limited to, the Senior Team.
8. Negotiates a variety of contracts and agreements on the District's behalf including labor negotiations with various union bargaining units.



## JOB DESCRIPTION DISTRICT GENERAL MANAGER POSITION

9. Prepares and coordinates preparation of and administers the annual operating budget, long range financial planning, and capital improvement programs for approval by the Board of Trustees.
10. Coordinates preparation and presents to the Board of Trustees agenda packages as requested by the Board of Trustees.
11. Controls, monitors, and reports on programs, projects, and activities in collaboration with Department Heads and Directors.
12. Participates in the development of departmental strategic management and business plans.
13. Leads and supports District wide efforts and training to provide excellent customer service with a focus on retention and loyalty building service.
14. As supported and guided by the Board of Trustees, represents IVGID to the community, media, and other entities, organizations, and government agencies at the local, regional, state, and federal levels.
15. Confers with and responds to District stakeholders and their requests for services, suggestions, and complaints.
16. Supports District managers in identifying day-to-day and IVGID organization-wide departmental operating issues and problems; analyzes alternatives and initiates solutions through effective leadership, collaboration and communication.
17. Directs Staff in the preparation, award, and administration of service, maintenance, construction, concessionaire, material, and other contracts.
18. Assists, advises, and supports the Board of Trustees on special projects, problems, and initiatives.
19. In support of the Board of Trustees, acts as primary interface with the District's General Counsel.
20. Adheres to and enforces stated safety policies and procedures.

### **LEADERSHIP AND SUPERVISORY RESPONSIBILITIES**

1. Leads and manages a staff of Directors and Department Heads who, in turn, lead and supervise a total of approximately 750 employees (including seasonal employees) in the General Manger Department, Administrative, Internal Services, Community Services and Public Works areas.
2. Responsible for the overall leadership, direction, coordination, and evaluation of these units.
3. Carries out leadership responsibilities in accordance with the organization's policies, practices and procedures and applicable laws.



## JOB DESCRIPTION DISTRICT GENERAL MANAGER POSITION

4. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.
5. Works closely with the Senior Staff which is defined as Director of Human Resources, Executive Assistant/District Clerk, Director of Finance, Ski Resort General Manager, Director of Parks & Recreation, Director of Public Works, Director of Asset Management and Director of Information Systems & Technology.
6. Is responsible for fostering a positive and productive organizational culture.

### **QUALIFICATIONS**

1. To perform this job successfully, an individual must be qualified to perform each essential duty satisfactorily.
2. The requirements listed below are representative of the knowledge, skill, and/or ability required.
3. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

### **EDUCATION**

1. A Bachelor's degree in Public Administration, Business, Finance, Accounting, Engineering or other related field from an accredited four year college or university is required or relevant work experience with increasing responsibilities which include the management and leadership of a sizable organization.
2. A Master's Degree in Public Administration or Business Administration is strongly preferred.

### **EXPERIENCE**

1. A minimum of ten (10) years of related, increasingly responsible, management experience within a customer-service driven and multi-functional environment is required.
2. Experience must also include successful leadership and management of disparate disciplines, i.e., finance, engineering, operations, administration, recreation, and marketing.
3. Experience within a municipal, governmental, community based organization, or recreational service environment is strongly preferred.
4. Experience reporting to a publically elected Board and experience in providing public services subject to public scrutiny is also strongly preferred.



## JOB DESCRIPTION DISTRICT GENERAL MANAGER POSITION

### **COMPREHENSION/COMMUNICATIONS SKILLS**

1. Ability to read, analyze, and interpret complex documents.
2. Ability to understand, use, and effectively communicate to a diverse audience financial, technical, regulatory, and operational data.
3. Ability to respond effectively to sensitive inquiries or complaints and to establish and maintain effective working relationships with a broad variety of people.
4. Ability to develop presentations and write articles to address a community-wide audience.
5. Ability to make effective and persuasive speeches and presentations on controversial or complex topics to employees, management, public groups, and the Board of Trustees.
6. Ability to effectively communicate in a one on one environment, where emotions may run extremely high.
7. Ability to influence others through persuasion, leading by example and team decision-making skills as opposed to the authority of rank is essential.
8. Overall, must be an extremely effective communicator, orally and in writing, with an open and approachable style.
9. The duties and responsibilities of this position necessitate the use of a cellular phone/mobile communication device for District business reasons.

### **MATHEMATICAL SKILLS**

1. Ability to apply advanced mathematical concepts and mathematical operations to tasks such as development of budgets, review of budgets, operating statements and other financials, and analysis of strategy/policy making decisions and related economic impacts.

### **COLLABORATION ABILITY**

1. Must have validated strong collaborative and consensus building skills to be applied in leadership and problem solving situations.
2. Ability to create a climate in which people want to do their best and encourage participation and open dialogue at all levels.

### **REASONING ABILITY**

1. Ability to apply principles of logical or scientific thinking to a wide range of intellectual and practical problems.
2. Ability to deal with a variety of abstract and concrete variables.



## JOB DESCRIPTION DISTRICT GENERAL MANAGER POSITION

### **CERTIFICATES, LICENSES, REGISTRATIONS**

1. Valid and current drivers' license, acceptable to the State of Nevada, with a driving record which ensures insurability is required.
2. Successful completion State of Nevada/Federal background check through fingerprinting because position has unsupervised access to children, the elderly or individuals with disabilities and/or has access to their records. Pursuant to National Child Protection Act (NCPA) of 1993 as amended by the Volunteers for Children Act (VCA).

It is the employee's responsibility to maintain all required certifications and licenses and to report any changes to the supervisor

### **OTHER SKILLS AND ABILITIES**

1. Well developed and proven leadership skills, especially in the use of delegation, collaboration, participation and example; and strong interpersonal and customer 'retention' service skills; excellent organizational, planning, analytical and problem solving skills; ability to set priorities, but also remain flexible.
2. Must be ethical, trustworthy, self-confident, open and approachable, decisive, responsible, dependable, resourceful, enthusiastic, highly motivated, community oriented, and goal and results-oriented.
3. Ability to ski/snowboard and golf is preferred.
4. Experience or ability to turn enterprise(s) from loss to profit/breakeven.

### **PHYSICAL DEMANDS**

1. The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Applicants and incumbents are encouraged to discuss potential accommodations with the employer.
2. While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel; and talk or hear. The employee frequently is required to reach with hands and arms. The employee is occasionally required to stand; walk; climb or balance; stoop, kneel, crouch, or crawl; and taste or smell. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.



JOB DESCRIPTION  
DISTRICT GENERAL MANAGER POSITION

**WORK ENVIRONMENT**

1. The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
2. While performing the duties of this job, the employee is occasionally exposed to outside weather conditions. The noise level in the work environment is usually moderate.
3. Requires mental dexterity to handle emergency situations and be on call twenty four hours per day/seven days per week.

**TRAVEL REQUIREMENTS**

1. Should be able to travel, as required, to further the interests and needs of the District.

**RESIDENCY**

1. The District General Manager must reside within forty five (45) miles of the Incline Village General Improvement District service area boundaries (Incline Village and Crystal Bay, Nevada) and within the State of Nevada during the term of this employment contract.

I have read and understand this explanation and job description.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employee Name: \_\_\_\_\_

## Incline Village General Improvement District Job Description

**Job Title:** General Manager  
**Job Code:** 1110  
**Salary Grade:** Contract  
**Department:** Administration  
**Reports To:** Board of Trustees  
**FLSA Status:** Exempt  
**Prepared By:** E. Feore/M. Dent  
**Prepared Date:** 07/01/2023  
**Approved By:** Board of Trustees  
**Approved Date:**

### SUMMARY

Under the general direction of the Board of Trustees, the General Manager assumes full responsibility for the operation and management of the Incline Village General Improvement District (IVGID). **The General Manager is responsible for the fair and efficient execution of District policies, procedures, resolutions and ordinances, as well as the overall performance of IVGID.** *Language pulled from Resolution 1898*

**ESSENTIAL DUTIES AND RESPONSIBILITIES**, not necessarily in order of priority, include the following. Assigned job tasks/duties are not limited to the essential functions.

1. Provides excellent customer service to parcel owners, local businesses, government agencies and visitors to Incline Village/Crystal Bay.
2. Oversees the operation and management of the District, including the supervision and control of all the District's property, activities, personnel, business and operations. The General Manager is the chief executive officer of IVGID, responsible for all services, programs, budgets and the overall operational and financial performance of the District.
3. Applies Board established policies into day-to-day practices. Provides leadership and engages in strategic thinking to develop and implement operational goals, objectives, policies, capital improvements, programs and services while ensuring a customer-service oriented work environment that supports achieving the District's mission, plans, objectives, and values. *Language pulled from AGM job description.*
4. ~~Recommends, supports the development of, and implements policies and directives set by the Board of Trustees.~~ Develops policy recommendations to present to Board of Trustees for approval. Implements policies and directives as set by the Board of Trustees. Directs operation and management of the District in compliance with Ordinances, Resolutions, Regulations, Long Range Principals, Strategic Plans, Policies and Practices. *Recommended language changes.*
5. ~~Directs operation and management of the District in compliance with Ordinances, Resolutions, Regulations, Long Range Principals, Policies and Practices.~~ *Combined with #4.*
6. Implements all personnel rules and regulations, recommends staffing levels and maintains authority to hire, discipline, or discharge employees as may be necessary to carry out District business. Maintains direct, day-to-day supervision over all District employees. Supervision includes the power to hire, fire, motivate, discipline, evaluate, promote, demote, transfer and train employees, subject to established personnel policies, union contracts, Board policy and generally accepted personnel practices. Provides leadership, mentorship and empowerment to direct reports, to include performance management and achievement of predetermined goals. *Recommended language changes, includes language from Res 1898.*
7. Supports District managers in identifying day-to-day operating issues both departmentally and District-wide; analyzes alternatives and initiates solutions through effective leadership, collaboration and communication. *Moved from item # 17 for*
8. ~~Leads, manages, mentors, empowers and coaches direct reports, such as (but not limited to) the Senior Team.~~ *Combined with #6.*

9. ~~Negotiates a variety of contracts and agreements on the District's behalf, including labor negotiations with various union bargaining units.~~ Negotiates and manages contracts and agreements to ensure oversight of deliverables, deadlines, contract terms and conditions to ensure compliance. This will include labor negotiations with identified union bargaining units. Directs staff in the preparation, award, and administration of service, maintenance, construction, concessionaire, material and other necessary contracts.. *Recommended language changes.*
10. Working closely with the Director of Finance and other identified members of the Senior Leadership Team, prepares and coordinates preparation of and administers the annual operating budget, long range financial planning, and capital improvement programs for approval by the Board of Trustees. *Recommended language changes.*
11. Coordinates preparation and presents to the Board of Trustees agenda packages as requested by the Board of Trustees.
12. Controls, monitors, and reports on programs, projects, and activities in collaboration with ~~Department Heads and Directors~~ division leaders and Senior Leadership Team.
13. Participates in the development of departmental strategic management and business plans to achieve desired outcome as directed by the Board of Trustees. *Added language.*
14. Leads and supports District wide efforts and training to provide excellent customer service with a focus on retention and loyalty building service.
15. As supported and guided by the Board of Trustees, represents IVGID to the community, media and other entities, organizations, and government agencies at the local, regional, state and federal levels. *Stays abreast of latest developments within the District, County and Region. Represents the District well in public and provides a positive, professional image. Added language from GM Evaluation form.*
16. Confers with and responds to District stakeholders and their requests for services, suggestions and complaints. *Provides accessibility and provides consistent and equal treatment to the Board of Trustee members. Added language from GM Evaluation form.*
17. ~~Supports District managers in identifying day-to-day and IVGID organization wide departmental operating issues and problems; analyzes alternatives and initiates solutions through effective leadership, collaboration and communication. Similarly stated in item #6.~~
18. ~~Directs Staff in the preparation, award, and administration of service, maintenance, construction, concessionaire, material, and other contracts.~~ *Added to #8*
19. Assists, advises and supports the Board of Trustees on special projects, problems and initiatives.
20. **In support of the Board of Trustees, acts as primary interface with the District's General Counsel.** *Consider updating language.*
21. Adheres to and enforces stated safety policies and procedures.

#### **LEADERSHIP AND SUPERVISORY RESPONSIBILITIES**

1. Leads and manages a staff of Directors and Department Heads who, in turn, lead and supervise a total of approximately 750 employees (including seasonal employees) in the General Manger Department, Administrative, Internal Services, Community Services and Public Works areas.
2. Responsible for the overall leadership, direction, coordination, and evaluation of these units.
3. Carries out leadership responsibilities in accordance with the organization's policies, practices and procedures and applicable laws.
4. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.
5. Works closely with the Senior Staff which is defined as Director of Human Resources, Executive Assistant/District Clerk, Director of Finance, Ski Resort General Manager, Director of Parks & Recreation, Director of Public Works, Director of Asset Management and Director of Information Systems & Technology.
6. Is responsible for fostering a positive and productive organizational culture.



*Recommend removing the numbered points and list in narrative form to match formatting of other job descriptions. This is true for the Qualifications, Education, Experience, Comprehension/Communication Skills, and all else listed below.*

*Recommend travel requirements is listed as essential duty above to match formatting of other District job descriptions.*

## **QUALIFICATIONS**

1. To perform this job successfully, an individual must be qualified to perform each essential duty satisfactorily.
2. The requirements listed below are representative of the knowledge, skill, and/or ability required.
3. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

## **EDUCATION**

1. A Bachelor's degree in Public Administration, Business, Finance, Accounting, Engineering or other related field from an accredited four year college or university is required or relevant work experience with increasing responsibilities which include the management and leadership of a sizable organization.
2. A Master's Degree in Public Administration or Business Administration is strongly preferred.

## **EXPERIENCE**

1. A minimum of ten (10) years of related, increasingly responsible, management experience within a customer-service driven and multi-functional environment is required.
2. Experience must also include successful leadership and management of disparate disciplines, i.e., finance, engineering, operations, administration, recreation, and marketing.
3. Experience within a municipal, governmental, community based organization, or recreational service environment is strongly preferred.
4. Experience reporting to a publically elected Board and experience in providing public services subject to public scrutiny is also strongly preferred.

## **COMPREHENSION/COMMUNICATIONS SKILLS**

1. Ability to read, analyze, and interpret complex documents.
2. Ability to understand, use, and effectively communicate to a diverse audience financial, technical, regulatory, and operational data.
3. Ability to respond effectively to sensitive inquiries or complaints and to establish and maintain effective working relationships with a broad variety of people.
4. Ability to develop presentations and write articles to address a community-wide audience.
5. Ability to make effective and persuasive speeches and presentations on controversial or complex topics to employees, management, public groups, and the Board of Trustees.
6. Ability to effectively communicate in a one on one environment, where emotions may run extremely high.
7. Ability to influence others through persuasion, leading by example and team decision-making skills as opposed to the authority of rank is essential.
8. Overall, must be an extremely effective communicator, orally and in writing, with an open and approachable style.
9. The duties and responsibilities of this position necessitate the use of a cellular phone/mobile communication device for District business reasons.

## **MATHEMATICAL SKILLS**

1. Ability to apply advanced mathematical concepts and mathematical operations to tasks such as development of budgets, review of budgets, operating statements and other financials, and analysis of strategy/policy making decisions and related economic impacts.

## **COLLABORATION ABILITY**

1. Must have validated strong collaborative and consensus building skills to be applied in leadership and problem solving situations.
2. Ability to create a climate in which people want to do their best and encourage participation and open dialogue at all levels.

## **REASONING ABILITY**

1. Ability to apply principles of logical or scientific thinking to a wide range of intellectual and practical problems.
2. Ability to deal with a variety of abstract and concrete variables.

### **CERTIFICATES, LICENSES, REGISTRATIONS**

1. Valid and current drivers' license, acceptable to the State of Nevada, with a driving record which ensures insurability is required.
2. Successful completion State of Nevada/Federal background check through fingerprinting because position has unsupervised access to children, the elderly or individuals with disabilities and/or has access to their records. Pursuant to National Child Protection Act (NCPA) of 1993 as amended by the Volunteers for Children Act (VCA).

It is the employee's responsibility to maintain all required certifications and licenses and to report any changes to the supervisor

### **OTHER SKILLS AND ABILITIES**

1. Well developed and proven leadership skills, especially in the use of delegation, collaboration, participation and example; and strong interpersonal and customer 'retention' service skills; excellent organizational, planning, analytical and problem solving skills; ability to set priorities, but also remain flexible.
2. Must be ethical, trustworthy, self-confident, open and approachable, decisive, responsible, dependable, resourceful, enthusiastic, highly motivated, community oriented, and goal and results-oriented.
3. Ability to ski/snowboard and golf is preferred.
4. Experience or ability to turn enterprise(s) from loss to profit/breakeven.

### **PHYSICAL DEMANDS**

1. The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Applicants and incumbents are encouraged to discuss potential accommodations with the employer.
2. While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel; and talk or hear. The employee frequently is required to reach with hands and arms. The employee is occasionally required to stand; walk; climb or balance; stoop, kneel, crouch, or crawl; and taste or smell. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

### **WORK ENVIRONMENT**

1. The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
2. While performing the duties of this job, the employee is occasionally exposed to outside weather conditions. The noise level in the work environment is usually moderate.
3. Requires mental dexterity to handle emergency situations and be on call twenty four hours per day/seven days per week.

### **TRAVEL REQUIREMENTS**

1. Should be able to travel, as required, to further the interests and needs of the District.

### **RESIDENCY**

1. The District General Manager must reside within forty five (45) miles of the Incline Village General Improvement District service area boundaries (Incline Village and Crystal Bay, Nevada) and within the State of Nevada during the term of this employment contract.

**I have read and understand this explanation and job description.**

**Employee Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Employee Name:** \_\_\_\_\_

## Brief Outline of the Search Process for a new District General Manager

*Disclaimer: This outline is brief and not all-inclusive. It is anticipated that frequent updates on this process will be provided to the Board of Trustees, on a monthly basis, within the Acting General Manager's Status Report.*

1. The Board of Trustees representative for this effort is recommended to be Trustee Dave Noble as Trustee Noble as extensive experience with the PUC and mostly likely has been through a recruitment of this level before and would provide the consistency that this effort will require.
2. Staff will reach out to other agencies with the area and obtain the names and contact information of the professional search firms that they have used for their high level position searches.
3. Return to the Board of Trustees for authorization to proceed with a contract for these professional search firm services as this is an unbudgeted project for this fiscal year.
4. Proceed with working with the hired search firm as contracted and provide a next steps document at an upcoming Board of Trustees meeting.

## MEMORANDUM

**TO:** Board of Trustees

**FROM:** Trustee Schmitz

**SUBJECT:** Review, discuss and possibility approve the structure of Board appointed committees. The board is to identify a Trustee to be appointed as the leader for the Golf Committee and identify one Trustee to be appointed as the leader of the Capital Improvement/Investment committee and authorize staff to advertise for at-large committee members for the two committees.

**DATE:** July 1, 2023

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### **I. RECOMMENDATION**

The Board makes a motion to approve the proposed structure of the board committees, assign a Trustee to the Golf Committee and assign a Trustee to the Capital Improvement/Investment Committee and authorize staff to advertise for community at-large members for each committee.

Direct staff to bring back to the board at our meeting on August 9<sup>th</sup> applicant information for the Board's consideration and appointment to the two committees.

### **II. BACKGROUND**

The District has been utilizing GM committees to provide input to the board on various subjects. They included a golf committee in 2021, an Ordinance 7 committee, which brought their recommendations to the board in 2022, and most recently the dog park committee. While effective in gathering input, the committees have been time-consuming for staff and have taken longer than expected to provide their input to the board. The delays in input to the board have in some cases caused board priority projects to be delayed. To streamline the process, the board is interested in trialing board appointed committees, with compliance with Open Meeting Law for improved transparency and with a Trustee assigned as the Chair of the committee.

The difference between a GM committee and a board committee is that the first is exempt from Open Meeting Law and the Board committees are not. Compliance with open meeting law will allow the public to be informed of

meetings, agendas, materials presented and be able to either attend and provide public comment or view the meetings on-line.

**III. FINANCIAL IMPACT AND BUDGET**

None.

**V. ALTERNATIVES**

Revise the attached document as the board sees fit.

**VI. COMMENTS**

None.

## **STRUCTURE OF BOARD COMMITTEES**

The goal of board appointed committees is to engage and leverage the skills and expertise of community members to assist the board in moving initiatives forward.

Committees shall comprise of up to 4 At-Large community members appointed by the Board of Trustees. The Board appointed Trustee will be the committee chair and formulate meeting agendas and schedule. Should vacancies occur, the Board may solicit applicants and make appointments. Appointments are for up to 2 years, or the board's determined/expected duration of the committee, whichever is less. A committee may be an ongoing committee, or a duration/project specific committee.

All meetings are subject to Open Meeting Law.

At-Large members are to have relevant professional experience for their specific committee.

**Responsibilities/Authority** – All committees are advisory to the board. The committees shall review all relevant information and make recommendations to the board, in alignment with the strategic plan, any applicable community master plans, and board identified priorities. They are to identify the financial impacts of all of their recommendations, identify how recommendations align with the budget, and if applicable, how they impact the 5-year capital plan.

The board can set timelines and committee goals and expectations. Committee Trustees shall report monthly on the progress of the committee.

### **Proposed Objectives**

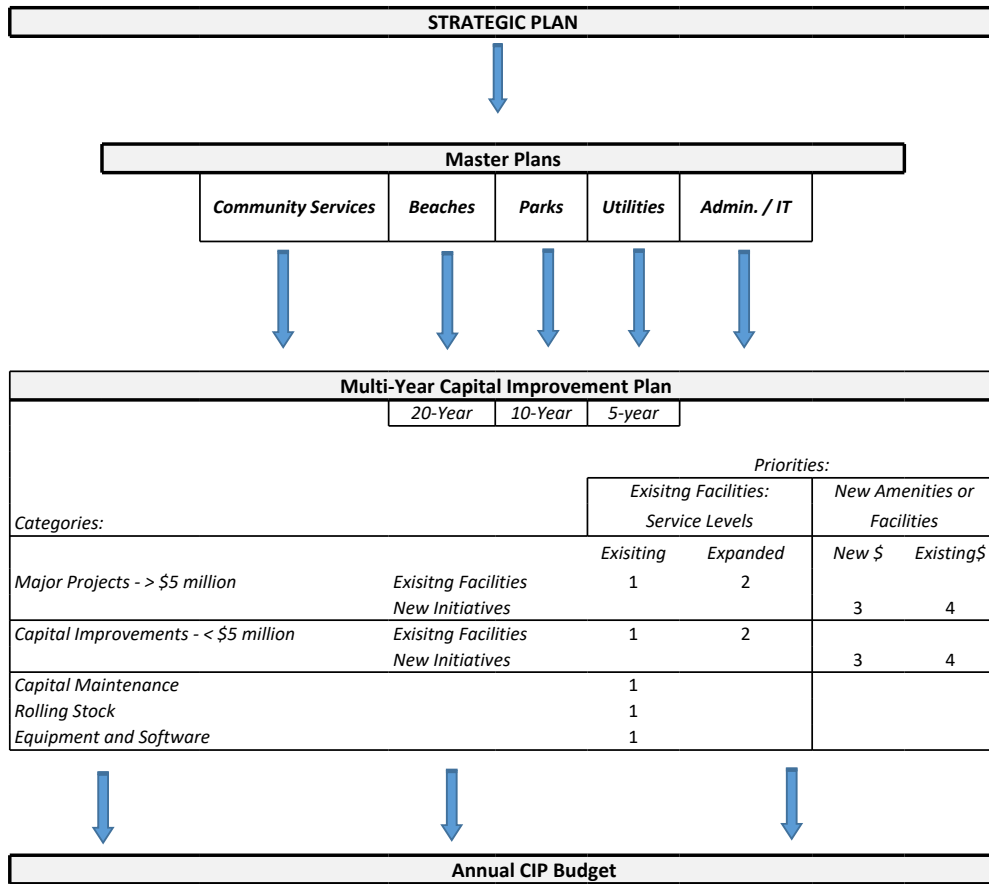
**Golf Committee** – Discuss and review operational service levels, financial sustainability, formulate community focused recommendations in alignment with board policies and identify necessary capital investments. Identify if any related District policy revisions are needed.

**Goal** - Formulate a 5-year sustainable plan in alignment with policies that provide fairness and equity to all recreation passholders and protect the future of our District golf courses and driving range.

**Capital/Investment Committee** - As projects over \$250K are being contemplated, the committee should review and evaluate proposals, provide constructive input to ensure the board's project expectations are being met, ensure the project scope has been properly and completely defined, ensure the benefit to the Community is clear and consistent with District master plans and/or board priorities. Additionally, to ensure ongoing operating costs are considered and included in materials provided to the Board of Trustees for consideration.

**Goal** – To move projects forward more effectively with clear and complete financial transparency.

## MULTI-YEAR CAPITAL PLANNING FLOW CHART



*To Include:*

- Summary Information
  - by Fund
  - by Function
  - by Venue / Service / Activity
- Schedule of Completion
- Scope / Benefits
- Operating budget impact
- Project Cost
- Funding Source(s)

## CAPITAL PROJECT DELIVERY

*Authority / Roles / Responsibilities*

	CIP Capital Program Review Committee								
Project Phase:	<i>Board of Trustees</i>	<i>General Manager</i>	<i>Project Manager</i>	<i>Venue Manager (Operations)</i>	<i>Finance Director</i>	<i>PW Director</i>	<i>Engineering</i>	<i>Fleet</i>	
<b>Definition</b>									
<i>Preparation of Capital Project Data Sheet; approval of Data Sheet constitutes "defined" project.</i>	Receive	Approve	<i>Prepre Capital Project Justification Description, cost, funding, schedule</i>						
<b>Planning</b>									
<i>Developing documents that identify location and function of projects, in relation to other projects and exisitng facilities; approval of project plan document means project has been "planned."</i>	<ol style="list-style-type: none"> <li>1) Define general goals, constraints and direction.</li> <li>2) Award an execute planning contracts</li> <li>3) Review and approve final plan.</li> </ol>	<p>Ensure plans are coordinated with Multi-year Capital Improvement Plan</p> <ol style="list-style-type: none"> <li>1) Approve planning scope</li> <li>2) Approve RFP's</li> <li>3) Approve planning method and team</li> </ol>	<ol style="list-style-type: none"> <li>1) Define specific objectives, criteria and scope</li> <li>2) Prepare RFP and solicitation process</li> <li>3) Recommend approval of planning contracts</li> </ol> <p>4) Cooridante project with public, staff and GM</p> <p>5) Review and approve progress reports</p> <p>6) Make substantive and procedural decisions during planning process.</p> <p>7) Recommend preferred alternatives and final plans to GM and Board.</p>	<i>Provide input to plannig scope, method, analysis, conclusions and recommendations</i>			<ol style="list-style-type: none"> <li>1) Provide input to plannig scope, method, analysis, conclusions and recommendations.</li> <li>2) Conduct analyses and produce planning documents for review by PM</li> </ol>		
<b>Feasibility</b>									



**CAPITAL PROJECT DELIVERY**  
*Authority / Roles / Responsibilities*

Project Phase:	CIP Capital Program Review Committee							
	Board of Trustees	General Manager	Project Manager	Venue Manager (Operations)	Finance Director	PW Director	Engineering	Fleet
<i>process of analyzing the practicality of a project, in terms of capital financing and cost, operating revenue and cost, environmental and permit conditions, and other factors. Acceptance of a feasibility report means the project has been "justified."</i>	<p>Ensure feasibility of capital improvement projects prior to design and construction.</p> <p>1) Determined when a feasibility study is needed</p> <p>2) Award and execute consulting contracts.</p> <p>3) Review and accept final "CIP Budget"</p>	<p>1) Review and approve study scope</p> <p>2) Approve RFP on consulting contracts</p> <p>3) Approve sstudy methods and team.</p>	<p>1) Define specific objectives, criteria and scope</p> <p>2) Prepare RFP and solicitation process</p> <p>3) Recommend approval of study contracts</p> <p>5) Review and approve progress reports</p> <p>6) Make substantive and procedural decisions during study process.</p> <p>Approve conclusions and recommendations</p>		<p>Provide input to plannig scope, method, analysis, conclusions and recommendations.</p>		<p>1) Provide input to plannig scope, method, analysis, conclusions and recommendations.</p> <p>2) Conduct analyses and produce planning documents for review by PM</p>	
<b>Scheduling</b>								
<i>The process of developing an outline identifying the cost, timing and financing of the capital project. All capital project expenditures shall be evaluated through a Multi-Year Capital Improvement Plan and a Long-term Financial Plan and authorized for expenditure through a specific fiscal year's Capital Budget. Inclusion of a project within an approved Multi-Year Capital Improvement Plan means the project has been "scheduled."</i>	<p>Prioritization and prudent investment of capital assets.</p> <p>1) Review and approve Multi-Year Capital Improvement Plan</p> <p>2) Approve project amendements and substitutions, according to District purchasing policies.</p>	<p>Validate scheduling in terms of sound financial planning.</p> <p>1) Rview, revise and recommend capital improvement projects to the Board.</p>					<p>Adequacy of identifiable and predictable financing resources.</p> <p>1) Analyze alternative financing schemes and prepare capital financing program coordinated with CIP budgdet and Multi-Year Capital Plan</p>	<p>Acuracy of cost projections and coordination of project scheduling.</p>

**CAPITAL PROJECT DELIVERY**  
*Authority / Roles / Responsibilities*

Project Phase:	CIP Capital Program Review Committee							
	Board of Trustees	General Manager	Project Manager	Venue Manager (Operations)	Finance Director	PW Director	Engineering	Fleet
<b>Funding</b>	<i>The process by which funds are identified and set aside to underwrite capital costs. Identification of predictable financing resources or inclusion of a project in a multi-project pool of resources means the project has been "funded."</i>	Establish availability of appropriate, identifiable predictable financing resources. Increase and decrease funding level.	Approve recommendations for project to proceed and increases in project financing resources beyond levels identified in Capital Project Repot.  1) Review updated financial analysis with finance staff for adequate resources and cash flow.  2) Approve close-out upon project termination or completion.	Assemble and update project cost estimates.				
					Administration of project finances. 1) Produce periodic report on capital project financing resources, obligations and expenditures.  2) Recommend periodic action to establish, increase, decrease or close-out financing resources.  3) Consider impact of capital project on CIP budget and Multi-Year Plan.		Coordinate estimates of project costs for periodic funding report.	
<b>Design / Specifications</b>	<i>The process of determining the size, specifications, acquisition/construction methods, and other factors prerequisite to construction or acquisition, including the selection of the designers. Approval of final design means the project has been "designed."</i>	General oversight of design and specifications. 1) Award and execute design contracts per NRS. 2) Accept regulatory permit conditions on projects over \$50,000..	1) Approve design methods and team 2) Provide guidance to proejct manager during design. 3) Review and approve final design/specs on projects. 4) Review and accept regulatory permit conditions.	<i>Project Manager:</i> Prepare scope of services and requests for proposals for design services. Administer selection process for design team. Prepare design contracts. Recommend for award and execute design contracts. Assemble cost estimates; prepare project budget and budget revisions. Prepare project schedule and schedule revisions. Approve project budget and budget revisions. Approve project schedule and schedule revisions. Establish, execute, and administer arrangements for surveys, analysis, environmental studies, and other forms of technical support. Supervise designers. Establish functional and performance requirements. Coordinate activities of designers with the balance of the technical team, and operating staff. Present major design alternatives and issues. Provide direction to on major design alternatives and issues. Review and approve ongoing design reports and documents. Sign all regulatory permits and permit applications. Review, approve, and correct ongoing design reports and documents, including all technical specifications. Prepare construction contract forms. Assemble and submit regulatory permit applications and coordinate regulatory process. Approve all requests for payment.				
<b>Construction/ Acquisition</b>								

## CAPITAL PROJECT DELIVERY

### Authority / Roles / Responsibilities

Project Phase:	CIP Capital Program Review Committee							
	Board of Trustees	General Manager	Project Manager	Venue Manager (Operations)	Finance Director	PW Director	Engineering	Fleet
<p><i>The process entails constructing or acquiring a project's assets, including the selection of contractors or vendors. Approval of final payment means the project has been "<b>completed.</b>"</i></p>	<p>General oversight of contract awards, major payments and acceptance of capital assets constructed or acquired</p> <p>1) Award and execute construction/acquisition contracts</p> <p>2) Approve change orders cumulatively exceeding 10% of construction contract or \$50,000, whichever is greater</p>	<p>Ensure contracts and request for major payments submitted to the Board for approval meet requirements of CIP budget.</p> <p>1) Approve change orders cumulatively not exceeding 10% of construction contract or \$50,000.</p> <p>2) Upon substantial completion, approve release of retention for construction projects.</p> <p>Accept warranty report.</p>	<p>Detailed Oversight.</p> <p>1) Recommend award and execute construction/acquisition contracts.</p> <p>2) Recommend approval of change orders</p> <p>Recommend release of retention to GM. Recommend approval of final payment</p> <p>Coordinate final contract preparation Establish and administer inspection and testing.</p> <p>Supervise Construction Representative.</p> <p>Serve as District's representative to contractor. Approve all shop drawings Approve requests for equals.</p>	<p><u>Construction Representative:</u> Observe construction and testing Advise PM of deficiencies Notify PM of deviations from plans</p>				

## CAPITAL PROJECT DELIVERY

*Authority / Roles / Responsibilities*

	CIP Capital Program Review Committee							
<b>Project Phase:</b>	<i>Board of Trustees</i>	<i>General Manager</i>	<i>Project Manager</i>	<i>Venue Manager (Operations)</i>	<i>Finance Director</i>	<i>PW Director</i>	<i>Engineering</i>	<i>Fleet</i>
			Approve all certificates of payment.  Update construction schedule.	Prepare and execute Notice to Proceed.				
<b>Close-Out</b>								

**CAPITAL PROJECT DELIVERY**  
*Authority / Roles / Responsibilities*

Project Phase:	CIP Capital Program Review Committee				NEW
	Board of Trustees	General Manager	Project Manager (Change to Department Head or Designee)	Staff (Suggest that a general comment in the document that staff provides support to achieve delivery)	Capital Program Advisory Committee
<b>Definition</b>	Preparation of Capital Project Data Sheet; approval of Data Sheet constitutes "defined" project.				
	Receive project definitions as part of capital Improvement Project Budget submittal	Approve Capital project definitions	Prepare accurate and up-to-date Capital Project Data Sheet		
<b>Planning</b>	Developing documents that identify location and function of projects, in relation to other projects and existing facilities; approval of project plan document means project has been "planned."				
	1) Define general goals, constraints and direction. 2) <b>Award and execute (Will the Board misconstrue this term to mean they should be involved in execution of the project) planning contracts</b> 3) Review and approve final plan. (Are you suggesting that the final PS&E be brought to the Board for approval prior to bidding? Or is this Masterplans?)	Ensure plans are coordinated with Multi-year Capital Improvement Plan 1) Approve planning scope 2) <b>Approve RFP's</b> (I don't think the GM should be responsible for approving all RFP's maybe only significant projects or maybe this is done through the Board memo process as the GM ultimately approves the memos) 3) Approve planning method and team (Again maybe only on significant projects)	1) Approve RFP's 2) Approve planning method and team		
<b>Feasibility</b>	process of analyzing the practicality of a project, in terms of capital financing and cost, operating revenue and cost, environmental and permit conditions, and other factors. Acceptance of a feasibility report means the project has been "justified."				
	Ensure feasibility of capital improvement projects prior to design and construction. 1) Determine when a feasibility study is needed	1) Review and approve study scope 2) <b>Approve RFP on consulting contracts</b> 3) Approve study methods and team. <b>Same as above</b>	Same as above		
	2) <b>Award and execute (Will the Board misconstrue this term to mean they should be involved in execution of the project) consulting contracts.</b> 3) Review and accept (suggest use approve) final "CIP Budget"				
<b>Scheduling</b>	The process of developing an outline identifying the cost, timing and financing of the capital project. All capital project expenditures shall be evaluated through a Multi-Year Capital Improvement Plan and a Long-term Financial Plan and authorized for expenditure through a specific fiscal year's Capital Budget. Inclusion of a project within an approved Multi-Year Capital Improvement Plan means the project has been "scheduled."				

**CAPITAL PROJECT DELIVERY**

*Authority / Roles / Responsibilities*

Project Phase:	CIP Capital Program Review Committee				NEW
	Board of Trustees	General Manager	Project Manager <i>(Change to Department Head or Designee)</i>	Staff <i>(Suggest that a general comment in the document that staff provides support to achieve delivery)</i>	Capital Program Advisory Committee
	Prioritization and prudent investment of capital assets. 1) Review and approve Multi-Year Capital Improvement Plan 2) Approve project amendments and substitutions <i>(substitutions are a bit tricky as to what level the Board would need to be involved. Would this be on an "or equal" product?), according to District purchasing policies. (Why would this be in scheduling? Perhaps we should add a Project Phase being scope?)</i>	Validate scheduling in terms of sound financial planning. 1) Review, revise <i>(Eliminate revise)</i> and recommend <i>timing of</i> capital improvement projects to the Board.	1) Provide initial project scheduling for consideration 2) Revise Capital project schedules per GM direction.		

**CAPITAL PROJECT DELIVERY**  
**Authority / Roles / Responsibilities**

Project Phase:	CIP Capital Program Review Committee				NEW
	Board of Trustees	General Manager	Project Manager (Change to Department Head or Designee)	Staff (Suggest that a general comment in the document that staff provides support to achieve delivery)	Capital Program Advisory Committee
<b>Funding</b>	The process by which funds are identified and set aside to underwrite capital costs. Identification of predictable financing resources or inclusion of a project in a multi-project pool of resources means the project has been "funded."				
	Establish (Suggest us Authorize) availability of appropriate, identifiable predictable financing resources. (Review and approve final CIP budget) (Approve) Increase and decrease (Is Board approval for decrease necessary?) funding level.	Approve recommendations for project to proceed (instead of "to proceed" say funding sources) and increases in project financing resources beyond levels identified in Capital Project Report. (While the GM does approve these items, ultimately the Board approves)	1) Provide project funding recommendations to the GM. 2) Identify additional project funding sources should costs exceed approved levels.		
<b>Design / Specifications</b>	The process of determining the size, specifications, acquisition/construction methods, and other factors prerequisite to construction or acquisition, including the selection of the designers. Approval of final design means the project has been "designed."				
	General oversight (what does General Oversight mean, this might be more appropriate of the GM) of design and specifications. 1) Award and execute (same comment as above regarding the word execute) design contracts per NRS. 2) Accept regulatory permit conditions on projects over \$50,000..	1) Approve design methods and team 2) Provide guidance to project manager during design. 3) Review and approve final design/specs on projects. 4) Review and accept regulatory permit conditions. (To me all this belongs in the Dept Head column, and can be replaced with Provides General oversight of design and specifications)	1) Approve design methods and team 2) Provide guidance to project manager during design. 3) Review and approve final design/specs on projects. 4) Review and accept regulatory permit conditions.		
<b>Construction/ Acquisition</b>	The process entails constructing or acquiring a project's assets, including the selection of contractors or vendors. Approval of final payment means the project has been "completed."				
	General oversight of contract awards, major payments and acceptance of capital assets constructed or acquired	Ensure contracts and request for major payments submitted to the Board for approval meet requirements of CIP budget.			
	1) Award and execute (same comment as above regarding the word execute) construction/acquisition contracts	1) Approve change orders cumulatively not exceeding 10% of construction contract or \$50,000. (Belongs under Department Head and should not be a specific % but that authorized by the Board)	1) Approve change orders cumulatively not exceeding the amount authorized by the Board.		
	2) Approve change orders cumulatively exceeding 10% of construction contract or \$50,000, whichever is greater (Instead say "Approve change orders in excess of previously approved amount")	2) Upon substantial completion, approve release of retention for construction projects. (Belongs under Department Head)	2) Upon substantial completion, approve release of retention for construction projects.		

**CAPITAL PROJECT DELIVERY**

*Authority / Roles / Responsibilities*

Project Phase:	CIP Capital Program Review Committee				NEW
	Board of Trustees	General Manager	Project Manager <i>(Change to Department Head or Designee)</i>	Staff <i>(Suggest that a general comment in the document that staff provides support to achieve delivery)</i>	Capital Program Advisory Committee
Close-Out		Accept warranty report.			
	Receive close-out report	Approve close-out report	Responsible for documentation		



**CAPITAL PLANNING BUDGETING AND CIP PROJECT REPORTING FRAMEWORK**

	GM	Senior Mgmt. / Venue Mgrs	Finance	PW Engineering
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**Strategic Plan** x x

*Comprehensive Strategic Plan update every two-years - coincides with Board term.*  
 Adopted: February (odd years)  
**Bi-annual status report** - progress on achieving budgeted initiatives

**Master Plan** x x x x

Major Facility Master Plan documents should be comprehensively updated every **5-7 years**  
 Current service levels / unmet needs / potential facility improvement projects / cost  
 Consideration of alternative financing strategies  
 Master Plan updates  
 Project-specific updates: Cost estimates, schedules, funding sources  
  
 Consider more frequent facility (condition) assessment report for major venues/facilities  
 Recreation Center  
 Chateau / Aspen Grove  
 Golf Course Facilities  
 Beach Facilities  
 Diamond Peak Facilities

**Multi-Year Capital Plan** x x x x

High-level 20 year CIP plan for Major Capital projects and Major Facilities / Venues - update 5-7 years  
**Develop expanded 10-year Capital Improvement plan for all major infrastructure and capital assets**  
 with focus on Five-Year Capital Improvement Plan (with identified funding sources)  
 Prepare Companion Multi-Year Financing Plan, with identified funding sources / alternative financing strategies.  
 By Venue / Fund:  
 Major Projects - > \$1 million  
 Capital Improvements - < \$1 million  
 Capital Maintenance  
 Rolling Stock  
 Equipment and Software

**Annual CIP Budget** x x x x

**Formal approval of fiscal year Capital Budget, to include:**  
 Project scope, definition and benefits  
 Updated project cost estimates, phases and schedule  
 Formal cost estimate / funding authorization for Year 1 of Multi-Year Capital Plan  
  
**Quarterly Popular CIP Status Report - Nov. / Feb. / May / Aug.**  
 Expenditures vs. fiscal year budget (Q1, Q2, Q3, Q4)  
 Reflects changes in approved budget (augmentations, reduction, re-allocation)  
  
**Individual contracts for planning, design, construction /acquisition require subsequent Board approval**  
 per District Policy and Purchasing procedures.  
 Change order authorization to be established with each applicable contract award.

**Capital Project Status Report** x x x

**Major Projects: Over \$5,00,000 plus Board Priority Projects**  
 Monthly CIP Project Status Reports (Website, GM Report)  
 Detailed project status report covering significant activity  
 Progress report - work completed, next steps  
 Phase status - project milestones through planning, feasibility, design and construction  
 Cost Estimates - Approved; updates  
 Project expenditures  
     Fiscal year-to-date  
     Project-to-date  
 Summary of Board actions/approvals  
 Planned / scheduled Board actions (upcoming)  
  
**Project Close-out Report**  
 Final project reporting  
 Acceptance of capital asset constructed / acquired  
 Establishment of capital depreciation schedule, based on final capitalized costs  
 Project objective accomplished  
 Lessons learned



## CAPITAL PROJECT DELIVERY

*Authority / Roles / Responsibilities*

	CIP Capital Program Review Committee							
Project Phase:	<i>Board of Trustees</i>	<i>General Manager</i>	<i>Project Manager</i>	<i>Venue Manager (Operations)</i>	<i>Finance Director</i>	<i>PW Director</i>	<i>Engineering</i>	<i>Fleet</i>
<b>Definition</b>								
<i>Preparation of Capital Project Data Sheet; approval of Data Sheet constitutes "defined" project.</i>	Receive	Approve	Preapre Capital Project Justification Description, cost, funding, schedule					
<b>Planning</b>								
<i>Developing documents that identify location and function of projects, in relation to other projects and exisiting facilities; approval of project plan document means project has been "planned."</i>	1) Define general goals, constraints and direction. 2) Award an execute planning contracts 3) Review and approve final plan.	Ensure plans are coordinated with Multi-year Capital Improvement Plan 1) Approve planning scope 2) Approve RFP's 3) Approve planning method and team	1) Define specific objectives, criteria and scope 2) Prepare RFP and solicitation process 3) Recommend approval of planning contracts  4) Cooridante project with public, staff and GM  5) Review and approve progress reports 6) Make substantive and procedural decisions during planning process.  7) Recommend preferred alternatives and final plans to GM and Board.	Provide input to plannig scope, method, analysis, conclusions and recommendations .			1) Provide input to plannig scope, method, analysis, conclusions and recommendations. 2) Conduct analyses and produce planning documents for review by PM	
<b>Feasibility</b>								



**CAPITAL PROJECT DELIVERY**  
*Authority / Roles / Responsibilities*

Project Phase:	CIP Capital Program Review Committee							
	Board of Trustees	General Manager	Project Manager	Venue Manager (Operations)	Finance Director	PW Director	Engineering	Fleet
<b>Funding</b>								
<i>The process by which funds are identified and set aside to underwrite capital costs. Identification of predictable financing resources or inclusion of a project in a multi-project pool of resources means the project has been "funded."</i>	Establish availability of appropriate, identifiable predictable financing resources. Increase and decrease funding level.	Approve recommendations for project to proceed and increases in project financing resources beyond levels identified in Capital Project Repot.  1) Review updated financial analysis with finance staff for adequate resources and cash flow.  2) Approve close-out upon project termination or completion.	Assemble and update project cost estimates.		Administration of project finances. 1) Produce periodic report on capital project financing resources, obligations and expenditures.  2) Recommend periodic action to establish, increase, decrease or close-out financing resources.  3) Consider impact of capital project on CIP budget and Multi-Year Plan.		Coordinate estimates of project costs for periodic funding report.	
<b>Design / Specifications</b>								
<i>The process of determining the size, specifications, acquisition/construction methods, and other factors prerequisite to construction or acquisition, including the selection of the designers. Approval of final design means the project has been "designed."</i>	General oversight of design and specifications. 1) Award and execute design contracts per NRS. 2) Accept regulatory permit conditions on projects over \$50,000..	1) Approve design methods and team specifications. 2) Provide guidance to proeject manager during design. 3) Review and approve final design/specs on projects. 4) Review and accept regulatory permit conditions.		<i>Project Manager:</i> Prepare scope of services and requests for proposals for design services. Administer selection process for design team. Prepare design contracts. Recommend for award and execute design contracts. Assemble cost estimates; prepare project budget and budget revisions. Prepare project schedule and schedule revisions. Approve				
<b>Construction/ Acquisition</b>								

## CAPITAL PROJECT DELIVERY

### Authority / Roles / Responsibilities

Project Phase:	CIP Capital Program Review Committee							
	Board of Trustees	General Manager	Project Manager	Venue Manager (Operations)	Finance Director	PW Director	Engineering	Fleet
<p><i>The process entails constructing or acquiring a project's assets, including the selection of contractors or vendors. Approval of final payment means the project has been "<b>completed.</b>"</i></p>	<p>General oversight of contract awards, major payments and acceptance of capital assets constructed or acquired</p> <p>1) Award and execute construction/acquisition contracts</p> <p>2) Approve change orders cumulatively exceeding 10% of construction contract or \$50,000, whichever is greater</p>	<p>Ensure contracts and request for major payments submitted to the Board for approval meet requirements of CIP budget.</p> <p>1) Approve change orders cumulatively not exceeding 10% of construction contract or \$50,000.</p> <p>2) Upon substantial completion, approve release of retention for construction projects.</p> <p>Accept warranty report.</p>	<p>Detailed Oversight.</p> <p>1) Recommend award and execute construction/acquisition contracts.</p> <p>2) Recommend approval of change orders</p> <p>Recommend release of retention to GM. Recommend approval of final payment</p> <p>Coordinate final contract preparation Establish and administer inspection and testing.</p> <p>Supervise Construction Representative.</p> <p>Serve as District's representative to contractor. Approve all shop drawings Approve requests for equals.</p>	<p><u>Construction Representative:</u> Observe construction and testing Advise PM of deficiencies Notify PM of deviations from plans</p>				

## CAPITAL PROJECT DELIVERY

*Authority / Roles / Responsibilities*

	CIP Capital Program Review Committee							
Project Phase:	<i>Board of Trustees</i>	<i>General Manager</i>	<i>Project Manager</i>	<i>Venue Manager (Operations)</i>	<i>Finance Director</i>	<i>PW Director</i>	<i>Engineering</i>	<i>Fleet</i>
			Approve all certificates of payment.  Update construction schedule.	Prepare and execute Notice to Proceed.				
Close-Out								





**CAPITAL PROJECT DELIVERY**  
**Authority / Roles / Responsibilities**  
**Board Policy 12.1.0**

Project Phase:	CIP Capital Program Review Committee					NEW
	Board of Trustees	General Manager	Department Head	Project Manager	Staff	Capital Program Advisory Committee
	General oversight of design. 1) Award and execute design contracts exceeding GM procurement authority. 2) Accept regulatory permit conditions on projects over \$50,000.	1) Award and execute design contracts within GM procurement authority. 2) Review and accept regulatory permit conditions under \$50,000.	1) Approve design methods and team 2) Provide guidance to project manager during design. 3) Review and approve final design/specs on projects. 4) Provide direction on major design alternatives and issues.	1) Prepare scope of services and requests for proposals for design services, and administer selection process for design team. 2) Prepare design contracts; recommend for award and execute design contracts. 3) Assemble cost estimates; prepare project budget and budget revisions; prepare project schedule and schedule revisions. 4) Coordinate activities of designers with the balance of the technical team, and operating staff. 5) Present major design alternatives and issues. 6) Assemble and submit regulatory permit applications and coordinate regulatory process. 7) Approve all requests for payment.		
<b>Construction/ Acquisition</b>	<i>The process entails constructing or acquiring a project's assets, including the selection of contractors or vendors. A project is deemed "completed" upon approval of final payment and acceptance of the project by the District.</i>					
	General oversight of contract awards, major payments and acceptance of capital assets constructed or acquired  1) Award and execute construction/acquisition contracts in excess of GM authority  2) Approve change orders authority designated to staff. 3) Approve amendments (increase and decrease) to Capital Improvement Project budgets, including re-allocation of available resources among projects.	Ensure contracts and request for major payments submitted to the Board for approval meet requirements of CIP budget.	1) Approve change orders within authority limitations. 2) Upon substantial completion, approve release of retention for construction projects.	1) Recommend award and execute construction/acquisition contracts. 2) Recommend approval of change orders 3) Recommend release of retention to GM. 4) Recommend approval of final payment. 5) Coordinate final contract preparation 6) Establish and administer inspection and testing. 7) Supervise Construction or Construction Representative. 8) Serve as District's representative to contractor. 9) Approve all shop drawings; 10) Approve all requests for equals; 11) Approve all certificates of payment.		
<b>Close-Out</b>	1) Formal acceptance of capital projects exceeding GM procurement authority.	1) Formal acceptance of capital projects within GM procurement authority. 2) Recommend formal project acceptance to BOT for projects exceeding GM procurement authority.	1) Review recommendation for project acceptance. 2) Authorize final payment, including retention amounts 3) Review and approve project close-out report.	1) Ensure all project deliverables have been met and documented. 2) Recommend "acceptance" of project 3) Finalize file with all project documents and required approvals 4) Complete capital project close-out checklist and prepare project close-out report.		

## CAPITAL PLANNING BUDGETING AND CIP PROJECT REPORTING FRAMEWORK

	GM	Senior Mgmt. / Venue Mgrs	Finance	PW Engineering
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<b>Strategic Plan</b>	x	x		
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*Comprehensive Strategic Plan update **every two-years** - coincides with Board term.*

*Adopted: February (odd years)*

***Bi-annual status report** - progress on achieving budgeted initiatives*

<b>Master Plan</b>	x	x	x	x
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Major Facility Master Plan documents should be comprehensively updated every **5-7 years**

Current service levels / unmet needs / potential facility improvement projects / cost

Consideration of alternative financing strategies

Master Plan updates

Project-specific updates: Cost estimates, schedules, funding sources

Consider more frequent facility (condition) assessment report for major venues/facilities

Recreation Center

Chateau / Aspen Grove

Golf Course Facilities

Beach Facilities

Diamond Peak Facilities

<b>Multi-Year Capital Plan</b>	x	x	x	x
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High-level 20 year CIP plan for Major Capital projects and Major Facilities / Venues - update 5-7 years

**Develop expanded 10-year Capital Improvement plan for all major infrastructure and capital assets**

with focus on Five-Year Capital Improvement Plan (with identified funding sources)

Prepare Companion Multi-Year Financing Plan, with identified funding sources / alternative financing strategies.

By Venue / Fund:

*Major Projects - > \$5 million*

*Capital Improvements - < \$5 million*

*Capital Maintenance*

*Rolling Stock*

*Equipment and Software*

## CAPITAL PLANNING BUDGETING AND CIP PROJECT REPORTING FRAMEWORK

	GM	Senior Mgmt. / Venue Mgrs	Finance	PW Engineering
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<b>Annual CIP Budget</b>	x	x	x	x
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**Formal approval of fiscal year Capital Budget, to include:**

- Project scope, definition and benefits
- Updated project cost estimates, phases and schedule
- Formal cost estimate / funding authorization for Year 1 of Multi-Year Capital Plan

**Quarterly Popular CIP Status Report - Nov. / Feb. / May / Aug.**

- Expenditures vs. fiscal year budget (Q1, Q2, Q3, Q4)
- Reflects changes in approved budget (augmentations, reduction, re-allocation)

**Individual contracts for planning, design, construction /acquisition require subsequent Board approval**

- per District Policy and Purchasing procedures.
- Change order authorization to be established with each applicable contract award.

<b>Capital Project Status Report</b>		x	x	x
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**Major Projects: Over \$5,00,000 plus Board Priority Projects**

- Monthly CIP Project Status Reports (Website, GM Report)
- Detailed project status report covering significant activity
  - Progress report - work completed, next steps
  - Phase status - project milestones through planning, feasibility, design and construction
  - Cost Estimates - Approved; updates
  - Project expenditures
    - Fiscal year-to-date
    - Project-to-date
  - Summary of Board actions/approvals
  - Planned / scheduled Board actions (upcoming)

**Project Close-out Report**

- Final project reporting
- Acceptance of capital asset constructed / acquired
- Establishment of capital depreciation schedule, based on final capitalized costs
- Project objective accomplished
- Lessons learned

		CIP Capital Program Review Committee				New
Project Phase	Board of Trustees	General Manager	Department Director	Project Manager	Staff	Capital Program Advisory Committee
<b>Definition</b>	<i>Process of developing a document which describes a specific project, in terms of location, function, cost, and other parameters.</i>					
	Receive project definitions as part of capital Improvement Project Budget submittal	Approve Capital project definitions		Prepare initial Capital Project Data Sheet.		
<b>Feasibility</b>	<i>Process of analyzing the practicality of a project, in terms of capital financing and cost, operating revenue and cost, environmental and permit conditions, and other factors.</i>					
	Ensure feasibility of capital improvement projects prior to design and construction. 1) Determine when a feasibility study is needed 2) Award and execute consulting contracts exceeding GM procurement authority. 3) Review and accept final "CIP Budget"	1) Review and approve study scope 2) Authorize consultant contracts within GM procurement authority	1) Approve RFP on consulting contracts 2) Approve study methods and team	1) Define specific objectives, criteria and scope 2) Prepare RFP and solicitation process 3) Recommend approval of study contracts		
<b>Planning / Scheduling</b>	<i>Developing documents that identify location and function of projects, in relation to other projects and existing facilities, as well as identifying the cost, timing and financing of the capital project.</i>					
	1) Define general goals, constraints and direction. 2) Award and execute planning contracts exceeding GM procurement authority 3) Review and approve Multi-Year Capital Improvement Plan 4) Approve project amendments and substitutions, according to District purchasing policies.	Ensure plans are coordinated with Multi-year Capital Improvement Plan 1) Approve planning scope 2) Authorize planning contracts within GM procurement authority 3) Validate scheduling in terms of sound financial planning. 4) Review, and revise recommended capital improvement projects to the Board.	1) Approve RFP's 2) Approve planning methods and team 3) Recommend capital improvement projects to the GM 4) Recommend approval of planning contracts 5) Review and approve progress reports 6) Recommend preferred alternatives and final plans to GM and Board	1) Define specific objectives, criteria and scope 2) Prepare RFP and solicitation process 3) Coordinate project with public, staff and GM 4) Prepare progress reports 5) Make substantive and procedural decisions during the planning process 6) Recommend preferred alternatives and final plans to Department Head 7) Analyze alternative financing methodologies and prepare capital financing program coordinated with CIP budget and Multi-Year Capital Plan		

<b>Funding</b>	<i>The process by which funds are identified to support capital project costs.</i>				
	<p>Establish availability of appropriate, identifiable predictable financing resources. 1) Approve annual Capital Improvement Project Budget</p>	<p>Approve recommendations for project to proceed and increases in project financing resources beyond levels identified in Capital Project Report.</p>	<p>1) Review recommended actions to establish, increase, decrease or close-out financing resources. 2) Review impact of capital project on CIP budget and Multi-Year Plan.</p>	<p>Administration of project finances. 1) Produce periodic report on capital project financing resources, obligations and expenditures. 2) Recommend periodic action to establish, increase, decreased or close-out financing resources. 3) Consider impact of capital project on CIP budget and Multi-Year Plan.</p>	
<b>Design / Specifications</b>	<i>The process of determining the size, specifications, acquisition/construction methods, and other factors prerequisite to construction or acquisition, including the selection of the designers.</i>				
	<p>General oversight of design and specifications. 1) Award and execute design contracts exceeding GM procurement authority. 2) Accept regulatory permit conditions on projects over \$50,000.</p>	<p>1) Award and execute design contracts within GM procurement authority. 2) Review and accept regulatory permit conditions under \$50,000.</p>	<p>1) Approve design methods and team 2) Provide guidance to project manager during design. 3) Review and approve final design/specs on projects. 4) Provide direction to on major design alternatives and issues.</p>	<p>1) Prepare scope of services and requests for proposals for design services, and administer selection process for design team. 2) Prepare design contracts; recommend for award and execute design contracts. 3) Assemble cost estimates; prepare project budget and budget revisions; prepare project schedule and schedule revisions. 4) Coordinate activities of designers with the balance of the technical team, and operating staff. 5) Present major design alternatives and issues. Provide direction to on major design alternatives and issues. 6) Assemble and submit regulatory permit applications and coordinate regulatory process. 7) Approve all requests for payment.</p>	

<b>Construction / Acquisition</b>	<i>The process entails constructing or acquiring a project's assets, including the selection of contractors or vendors. A project is deemed "completed" upon approval of final payment and acceptance of the project by the District.</i>					
	<p>General oversight of contract awards, major payments and acceptance of capital assets constructed or acquired</p> <ol style="list-style-type: none"> <li>1) Award and execute construction/acquisition contracts in excess of GM authority</li> <li>2) Approve change orders authority designated to staff.</li> <li>3) Approve amendments (increase and decrease) to Capital Improvement Project budgets, including re-allocation of available resources among projects.</li> </ol>	<p>Ensure contracts and request for major payments submitted to the Board for approval meet requirements of CIP budget.</p>	<ol style="list-style-type: none"> <li>1) Approve change orders within authority limitations.</li> <li>2) Upon substantial completion, approve release of retention for construction projects.</li> </ol>	<ol style="list-style-type: none"> <li>1) Recommend award and execute construction/acquisition contracts.</li> <li>2) Recommend approval of change orders</li> <li>3) Recommend release of retention to GM.</li> <li>4) Recommend approval of final payment.</li> <li>5) Coordinate final contract preparation</li> <li>6) Establish and administer inspection and testing.</li> <li>7) Supervise Construction Representative.</li> <li>8) Serve as District's representative to contractor.</li> <li>9) Approve all shop drawings;</li> <li>10) approval all requests for equals;</li> <li>11) approve all certificates of payment.</li> </ol>		
<b>Close-Out</b>						
	<ol style="list-style-type: none"> <li>1) Formal acceptance of capital projects exceeding GM procurement authority.</li> </ol>	<ol style="list-style-type: none"> <li>1) Formal acceptance of capital projects within GM procurement authority.</li> <li>2) Recommend formal project acceptance to BOT for projects exceeding GM procurement authority.</li> </ol>	<ol style="list-style-type: none"> <li>1) Review recommendation for project acceptance.</li> <li>2) Authorize final payment, including retention amounts</li> <li>3) Review and approve project close-out report.</li> </ol>	<ol style="list-style-type: none"> <li>1) Ensure all project deliverables have been met and documented.</li> <li>2) Recommend "acceptance" of project</li> <li>3) Authorize final payment, including retention amounts</li> <li>4) Finalize file with all project documents and required approvals</li> <li>5) Complete capital project close-out checklist and prepare project close-out report.</li> </ol>		

## MEMORANDUM

**TO:** Board of Trustees

**THROUGH:** Indra S. Winquest  
General Manager

**FROM:** Paul Navazio  
Director of Finance

**SUBJECT:** Final report - Assessment of Board Policies and Practices related to Multi-Year Capital Planning, Capital Budgeting and Capital Expenditures prepared by Moss Adams, LLC representative Stephen Bacchetti (Requesting Staff Member: District General Manager Indra Winquest)

### **STRATEGIC**

**PLAN REFERENCE(S):** Long Range Principle #2 Finance

**DATE:** January 12, 2022

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### **I. ACTION, IF ANY, REQUIRED**

There is no action required by the Board of Trustees as this is a report item that provides, in a publicly noticed meeting, the final report regarding the District's capital planning policies and procedures prepared by Moss Adams, LLC and presented by Moss Adams LLC representative Stephen Bacchetti. Mr. Bacchetti will be present in order to answer any questions that the Board of Trustees may have.

### **II. BACKGROUND**

The Board of Trustees and District management have prioritized the review and update of Board Policies and Practices, to include policy framework for fiscal administration, budgeting, contract management and capital project planning and delivery. The current budget included funding specifically to engage consultants, as needed, to support this effort.

As part of the initiative, the General Manager executed a professional services contract with Moss Adams, LLP, for an amount not-to-exceed \$40,000. Moss

Adams, LLP was engaged to specifically review and provide recommendations related to:

- Board Policy 12.1 – Multi-Year Capital Planning
- Board Policy 13.1 – Capital Project Budgeting
- Board Practice 13.2 – Capital Expenditures

In addition, the scope of services provided for Moss Adams to also review and provide feedback on management's draft updates to:

- Board Policy 8.1.0 – Capitalization Thresholds
- Board Policy 9.1.0 – Useful Life of Capital Assets
- Board Practice 2.9.0 – Useful Life of Capital Assets

The recommendations included in this report will assist the District in identifying opportunities to improve policies and practices capital program planning, budgeting, project delivery and reporting. *(A preliminary draft update of applicable Board policies and practices is included as an attachment to this agenda item).*

The report prepared by Moss Adams, LLC includes specific findings and recommendations informed by industry best practices, to include:

- Government Finance Officers' (GFOA) Best Practices
- Roles and Responsibilities
- Master Planning and Budgeting
- Advisory Committee
- Capital Project Status Reporting

Attachment:

- 1) IVGID Board Policies and Practices Assessment, prepared by Moss Adams, LLC, dated October 28, 2021
- 2) Scope of Services, amended August 13, 2021
- 3) DRAFT Update of Board Policies and Practices (prepared by Management)
  - a. Capital Planning and Budgeting Flow Chart
  - b. Capital Planning, Budgeting and Project Delivery Reporting Matrix
  - c. Capital Planning Roles and Responsibilities Matrix
  - d. DRAFT UPDATE – New Board Policy 12.1.0  
*Replaces Board Policy 12.1, 13.1.0 and Board Practice 13.2.0*
- 4) Current Board Policies and Practices:
  - a. Board Policy 12.1 – Multi-Year Capital Planning
  - b. Board Policy 13.1 – Capital Project Budgeting
  - c. Board Practice 13.2 – Capital Expenditures



# Moss Adams Report – Next Steps

Capital Planning (Policy 12.1.0)

Capital Budgeting (Policy 13.1.0)

Capital Expenditures (Practice 13.2.0)

Board of Trustees

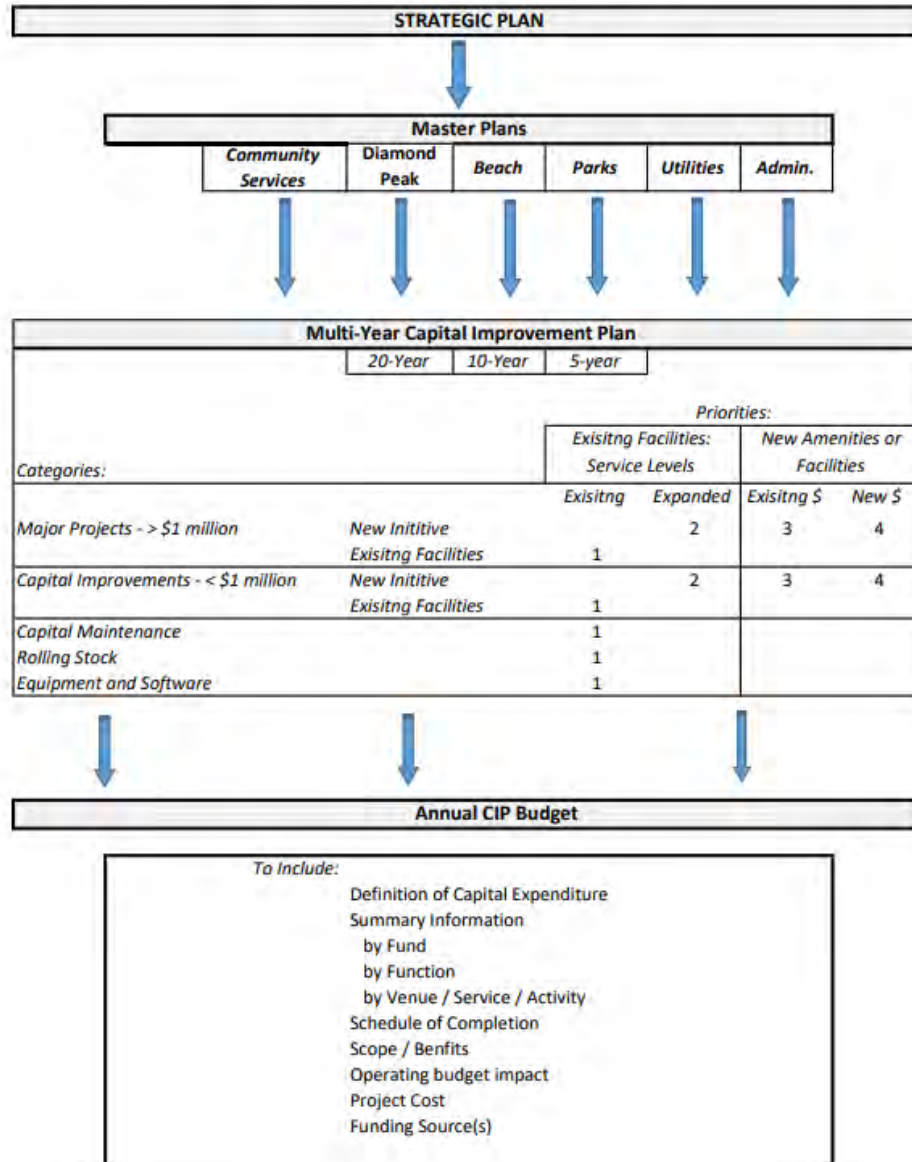
January 12, 2022



# Report Recommendations – Area of Focus

- Alignment of Processes Supporting Strategic Planning, Capital Planning and Capital Budgeting
- Clarification of Roles and Responsibilities
  - Capital Program Advisory Committee (New)
- Improve and Formalize Reporting:
  - Capital Program, Capital Budget and Capital Project
- Review of Draft Capitalization Policy (Board Policy 8.1.0)

**MULTI-YEAR CAPITAL PLANNING FLOW CHART**



### CAPITAL PROJECT DELIVERY

*Authority / Roles / Responsibilities  
Per CURRENT Board Practice (13.2.0)*

Project Phase:	CIP Capital Program Review Committee				NEW Capital Program Advisory Committee
	Board of Trustees	General Manager	Project Manager	Staff	
Definition	<i>Preparation of Capital Project Data Sheet; approval of Data Sheet constitutes "defined" project.</i>				
	Receive project definitions as part of capital Improvement Project Vudget submittal	Approve Capital project definitions	Prepare accurate and up-to-date Capital Project Data Sheet		
Planning	<i>Developing documents that identify location and function of projects, in relation to other projects and existng facilities; approval of project plan document means project has been "planned."</i>				
	1) Define general goals, constraints and direction. 2) <b>Award and execute planning contracts</b> 3) Review and approve final plan.	Ensure plans are coordinated with Multi-year Capital Improvement Plan 1) Approve planning scope 2) <b>Approve RFP's</b> 3) Approve planning method and team.	1) Define specific objectives, criteria and scope 2) Prepare RFP and solicitation process 3) Recommend approval of planning contracts 4) Coordinate project with public, staff and GM 5) Review and approve progress reports 6) Make substantive and procedural decisions during the planning process 7) Recommend preferred alternatives and final plans to GM and Board		
Feasibility	<i>process of analyzing the practicality of a project, in terms of capital financing and cost, operating revenue and cost, environmental and permit conditions, and other factors. Acceptance of a feasibility report means the project has been "justified."</i>				
	Ensure feasibility of capital improvement projects prior to design and construction. 1) Determine when a feasibility study is needed 2) <b>Award and execute consulting contracts.</b> 3) <b>Review and accept final "CIP Budget"</b>	1) Review and approve study scope 2) <b>Approve RFP on consulting contracts</b> 3) Approve study methods and team.	1) Define specific objectives, criteria and scope 2) Prepare RFP and solicitation process 3) Recommend approval of study contracts		
Scheduling	<i>The process of developing an outline identifying the cost, timing and financing of the capital project. All capital project expenditures shall be evaluated through a Multi-Year Capital Improvement Plan and a Long-term Financial Plan and authorized for expenditure through a specific fiscal year's Capital Budget. Inclusion of a project within an approved Multi-Year Capital Improvement Plan means the project has been "scheduled."</i>				
	Prioritization and prudent investment of capital assets. 1) <b>Review and approve Multi-Year Capital Improvement Plan</b> 2) <b>Approve project amendements and substitutions, according to District purchasing policies.</b>	Validate scheduling in terms of sound financial planning. 1) <b>Review, revise and recommend capital improvement projects to the Board.</b>	Adequacy of identifiable and predictable financing resources. 1) Analyze alternative financing schemes and prepare capital financing program coordinated with CIP budgdet and Multi-Year Capital Plan		

### CAPITAL PROJECT DELIVERY

*Authority / Roles / Responsibilities  
Per CURRENT Board Practice (13.2.0)*

Project Phase:	CIP Capital Program Review Committee			NEW Capital Program Advisory Committee
	Board of Trustees	General Manager	Project Manager	
<b>Funding</b>	<p><i>The process by which funds are identified and set aside to underwrite capital costs. Identification of predictable financing resources or inclusion of a project in a multi-project pool of resources means the project has been "funded."</i></p>			
	<p>Establish availability of appropriate, identifiable predictable financing resources. <b>(Approve) Increase and decrease funding level.</b></p>	<p>Approve recommendations for project to proceed and increases in project financing resources beyond levels identified in Capital Project Report.</p>	<p>Administration of project finances. 1) Produce periodic report on capital project financing resources, obligations and expenditures. 2) Recommend periodic action to establish, increase, decrease or close-out financing resources. 3) Consider impact of capital project on CIP budget and Multi-Year Plan.</p>	
<b>Design / Specifications</b>	<p><i>The process of determining the size, specifications, acquisition/construction methods, and other factors prerequisite to construction or acquisition, including the selection of the designers. Approval of final design means the project has been "designed."</i></p>			
	<p>General oversight of design and specifications. <b>1) Award and execute design contracts per NRS. 2) Accept regulatory permit conditions on projects over \$50,000..</b></p>	<p>1) Approve design methods and team 2) Provide guidance to project manager during design. <b>3) Review and approve final design/specs on projects. 4) Review and accept regulatory permit conditions.</b></p>	<p>Prepare scope of services and requests for proposals for design services. Administer selection process for design team. Prepare design contracts. Recommend for award and execute design contracts. Assemble cost estimates; prepare project budget and budget revisions. Prepare project schedule and schedule revisions. Approve project budget and budget revisions. Approve project schedule and schedule revisions. Establish, execute, and administer arrangements for surveys, analysis, environmental studies, and other forms of technical support. Supervise designers. Establish functional and performance requirements. Coordinate activities of designers with the balance of the technical team, and operating staff. Present major design alternatives and issues. Provide direction to on major design alternatives and issues. Review and approve ongoing design reports and documents. Sign all regulatory permits and permit applications. Review, approve, and correct ongoing design reports and documents, including all technical specifications. Prepare construction contract forms. Assemble and submit regulatory permit applications and coordinate regulatory process. Approve all requests for payment.</p>	

**CAPITAL PROJECT DELIVERY**

*Authority / Roles / Responsibilities  
Per CURRENT Board Practice (13.2.0)*

Project Phase:	CIP Capital Program Review Committee				NEW
	Board of Trustees	General Manager	Project Manager	Staff	Capital Program Advisory Committee
Construction/ Acquisition	<i>The process entails constructing or acquiring a project's assets, including the selection of contractors or vendors. Approval of final payment means the project has been "completed."</i>				
	General oversight of contract awards, major payments and acceptance of capital assets constructed or acquired	Ensure contracts and request for major payments submitted to the Board for approval meet requirements of CIP budget.	1) Recommend award and execute construction/acquisition contracts. 2) Recommend approval of change orders 3) Recommend release of retention to GM. 4) Recommend approval of final payment. 5) Coordinate final contract preparation 6) Establish and administer inspection and testing. 7) Supervise Construction Representative. 8) Serve as District's representative to contractor. 9) Approve all shop drawings; 10) approval all requests for equals; 11) approve all certificates of payment.		
	1) Award and execute construction/acquisition contracts	1) Approve change orders cumulatively not exceeding 10% of construction contract or \$50,000.			
	2) Approve change orders cumulatively exceeding 10% of construction contract or \$50,000, whichever is greater	2) Upon substantial completion, approve release of retention for construction projects. 3) Accept warranty report			
Close-Out					

## DRAFT CAPITAL PLANNING, BUDGETING AND CIP PROJECT REPORTING FRAMEWORK

	GM	Senior Mgmt.	Finance	PW / Engineering
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<b>Strategic Plan</b>	x	x		
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*Comprehensive Strategic Plan update every two-years - coincides with Board term.*

*Adopted: February (odd years)*

*Bi-annual status report - progress on achieving budgeted initiatives*

*July / August*

*Jan. / Feb.*

<b>Master Plan</b>	x	x	x	x
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Major Facility Master Plan documents should be comprehensively updated every \_\_\_ years

Current service levels / unmet needs / potential facility improvement projects / cost

Consideration of alternative financing strategies

Master Plan updates

Project-specific updates: Cost estimates, schedules, funding sources

Consider more frequent facility (condition) assessment report for major venues/facilities

Recreation Center

Chateau / Aspen Grove

Golf Course Facilities

Beach Facilities

Diamond Peak Facilities

<b>Multi-Year Capital Plan</b>	x	x	x	x
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High-level 20 year CIP plan for Major Capital projects and Major Facilities / Venues

Develop expanded 10-year Capital Improvement plan for all major infrastructure and capital assets

with focus on Five-Year Capital Improvement Plan (with identified funding sources)

Prepare Companion Multi-Year Financing Plan, with identified funding sources / financing strategies.

By Venue / Fund:

*Major Projects - > \$1 million*

*Capital Improvements - < \$1 million*

*Capital Maintenance*

*Rolling Stock*

*Equipment and Software*

## DRAFT CAPITAL PLANNING, BUDGETING AND CIP PROJECT REPORTING FRAMEWORK

	GM	Senior Mgmt.	Finance	PW / Engineering
<b>Annual CIP Budget</b>	x	x	x	x
<div style="border: 1px solid black; padding: 5px;">                     Formal approval of fiscal year Capital Budget, to include:                      Project scope, definition and benefits                      Updated project cost estimates, phases and schedule                      Formal cost estimate / funding authorization for Year 1 of Multi-Year Capital Plan                 </div>				
<div style="border: 1px solid black; padding: 5px;">                     Quarterly Popular CIP Status Report - Nov. / Feb. / May / Aug.                      Expenditures vs. fiscal year budget (Q1, Q2, Q3, Q4)                      Reflects changes in approved budget (augmentations, reduction, re-allocation)                 </div>				
<div style="border: 1px solid black; padding: 5px;">                     Individual contracts for planning, design, construction / acquisition require subsequent Board approval per District Policy and Purchasing procedures.                      Change order authorization to be established with each applicable contract award.                 </div>				
<b>Capital Project Status Report</b>	x	x	x	x
Major Projects: Over \$1,00,000 PLUS Board Priority Projects Monthly CIP Project Status Reports Detailed project status report covering significant activity Progress report - work completed, next steps Phase status - project milestones through planning, feasibility, design and construction Cost Estimates - Approved; updates Project expenditures Fiscal year-to-date Project-to-date Summary of Board actions/approvals Planned / scheduled Board actions (upcoming)				
<b>Project Close-out Report</b>	x	x	x	x
Final project reporting Acceptance of capital asset constructed / acquired Establishment of capital depreciation schedule, based on final capitalized costs Project objective accomplished Lessons learned				



# Review of Capitalization Policy (8.1.0)

- Staff has incorporated recommendations contained in the report relative to Capitalization Policy
- Board of Trustees was presented draft policy at December Budget Workshop with feedback incorporated in revised draft
- Proposed update of District's Capitalization Policy is on tonight's Board agenda for possible action (see Item G.3.)



## **Capital Planning Multi-Year Capital Planning Policy 12.1.0**

**POLICY.** The District will prepare and adopt comprehensive multi-year capital plans to ensure effective management of capital assets. A prudent multi-year capital plan identifies and prioritizes expected needs based on a community's strategic plan, establishes project scope and cost, details estimated amounts of funding from various sources, and projects future operating and maintenance costs. The capital plan should cover a period of at least five years, preferably ten or more.

**1.0 Identify needs.** The first step in the District's capital planning is identifying needs. The District has a commitment to the maintenance of its existing infrastructure. The District's Multi-Year Capital Plan will use information including development projections, strategic plans, comprehensive plans, facility master plans, regional plans, and citizen input processes to identify present and future service needs that require capital infrastructure or equipment. In this process, attention will be given to:

- 1.1 Capital assets that require repair, maintenance, or replacement that, if not addressed, will result in higher costs in future years.
- 1.2 Infrastructure improvements needed to support new development or redevelopment.
- 1.3 Projects with revenue-generating potential.
- 1.4 Improvements that support economic development.
- 1.5 Changes in policy or community needs.

**2.0 Determine costs.** The full extent of project costs should be determined when developing the multi-year capital plan. Cost issues to consider include the following:

- 2.1 The scope and timing of a planned project should be well defined in the early stages of the planning process.
- 2.2 The District should identify and use the most appropriate approaches, including outside assistance, when estimating project costs and potential revenues.



## **Capital Planning Multi-Year Capital Planning Policy 12.1.0**

- 2.3 For projects programmed beyond the first year of the plan, the District should consider cost projections based on anticipated inflation.
  - 2.4 The ongoing operating costs associated with each project should be quantified, and the sources of funding for those costs should be identified.
  - 2.5 A clear estimate of all major components required to implement a project should be outlined, including land acquisition needs, pre-design, design, and construction or acquisition, contingency and post-construction costs.
  - 2.6 Recognize the non-financial impacts of the project (e.g., environmental) on the community.
- 3.0 Prioritize capital requests.** The District continually faces extensive capital needs and limited financial resources. Therefore, prioritizing capital project requests is a critical step in the capital plan preparation process. When evaluating projects the District will:
- 3.1 Categorize each submittal under Project Types:
    - 3.1.1 Major Projects
      - A non-recurring project with scope and management complexity with a project budget greater than \$1,000,000 and a 25-year minimum asset life.
    - 3.1.1.1 New Initiatives
      - A project that creates a new amenity or significantly expands an existing facility with new programming, operations or capacities.
    - 3.1.1.2 Existing Facilities
      - A project that maintains, renews, and re-invests in existing facilities without significantly adding new programming, operations or capacities.



## **Capital Planning**

### **Multi-Year Capital Planning**

#### **Policy 12.1.0**

#### 3.1.2 Capital Improvement

- A non-recurring project with some scope and management complexity with a project budget generally less than \$1,000,000.

##### 3.1.2.1 New Initiatives

##### 3.1.2.2 Existing Facilities

#### 3.1.3 Capital Maintenance

- A generally recurring project at an existing facility with limited scope and management complexity and a project budget less than \$1,000,000.

#### 3.1.4 Rolling Stock

- On-going projects for the replacement of vehicles, heavy and light duty wheeled and tracked machinery, tractors, mowers, trailers, etc.

#### 3.1.5 Equipment & Software

- On-going replacement of non-rolling stock and non-building system equipment (kitchen, ski rental, uniforms, furniture, serviceware, etc.), information technology hardware and software.

#### 3.2 Prioritize Projects under these criteria:

3.2.1 Priority 1 are projects that address Existing Facilities or replace existing assets via Capital Maintenance, Rolling Stock, or Equipment & Software projects that have reached or are near the end of useful life and are necessary to meet existing programming, operations, or capacities that the community wants, needs and uses.

3.2.2 Priority 2 are New Initiative projects that address existing facilities and assets that have reached or are



**Capital Planning**  
**Multi-Year Capital Planning**  
**Policy 12.1.0**

near the end of useful life in order to expand existing programming, operations, or capacities to meet the community's wants, needs and uses.

- 3.2.3 Priority 3 are New Initiative projects that create new amenities that are wanted by the community and will be funded by new sources.
- 3.2.4 Priority 4 are New Initiative projects that create new amenities that are wanted by the community and will be funded by existing sources.
- 3.3 Ongoing consideration of Project Types and Prioritization by District Staff will consider:
  - 3.3.1 Reflect the relationship of project submittals to financial and governing policies, plans, and studies.
  - 3.3.2 Allow venues to provide a prioritization recommendation.
  - 3.3.3 Incorporate input and participation from major stakeholders and the general public.
  - 3.3.4 The condition assessment of existing assets as it relates to asset life-cycle, industry best practices, manufacturer's guidelines, safety, and the aesthetic character of the facility.
  - 3.3.5 Adhere to legal and regulatory requirements and/or mandates.
  - 3.3.6 Anticipate the operations and operating budget impacts resulting from capital projects.
  - 3.3.7 Apply analytical techniques, as appropriate, for evaluating potential projects (e.g., return on service,



## **Capital Planning**

### **Multi-Year Capital Planning**

#### **Policy 12.1.0**

payback period, cost-benefit analysis, cash flow modeling).

3.3.8 Re-evaluate capital projects approved in previous multi-year capital plans.

3.3.9 The availability of outside funding (e.g. grants, direct community contribution, in-kind contribution, public private partnership) to support completion of a capital project.

**4.0 Develop financing strategies.** The District recognizes the importance of establishing a viable financing approach for supporting the multi-year capital plan. Financing strategies should align with expected project requirements while sustaining the financial health of the District. The capital financing plan should:

- 4.1 Anticipate expected revenue and expenditure trends, including their relationship to multi-year financial plans.
- 4.2 Prepare a flow of resources projection of the amount and timing of the capital financing and expenditure
- 4.3 Continue compliance with all established financial policies.
- 4.4 Recognize appropriate legal constraints.
- 4.5 Consider and estimate funding amounts from all appropriate funding alternatives.
- 4.6 Ensure reliability and stability of identified funding sources.
- 4.7 Evaluate the affordability of the financing strategy, including the impact on debt ratios, taxpayers, ratepayers, and others.



## **Capital Planning Capital Project Budgeting Policy 13.1.0**

**POLICY.** The District will prepare and adopt a formal capital budget as part of their annual budget process. The capital budget will be directly linked to, and flow from, the Multi-Year Capital Improvement Plan. It may be necessary to modify projects approved in the capital plan before adopting them in a capital budget. Modifications may be necessary based on changes in project scope, funding requirements, or other issues. If these modifications are material, the District will consider the impacts these may have on its multi-year capital and financial plans. The capital budget should be adopted by formal action of the Board of Trustees, either as a component of the operating budget or as a separate capital budget. It will comply with all state and local legal requirements.

- 1.0 Preparing and Adopting the Capital Budget. The capital budget will include the following information:
  - 1.1 A definition of capital expenditure for the District.
  - 1.2 Summary information of capital projects by fund, function, venue/service or activity.
  - 1.3 A schedule for completion of the project, including specific phases of a project, estimated funding requirements for the upcoming year(s), and planned timing for acquisition, pre-design, design, and construction or acquisition activities and transition to complete operation.
  - 1.4 Descriptions of the general scope of the project, including expected service and financial benefits to the District.
  - 1.5 A description of any impact the project will have on the current or future operating budget.
  - 1.6 Estimated costs of the project, based on recent and accurate sources of information.
  - 1.7 Identified funding sources for all aspects of the project, specifically referencing any financing requirements for the upcoming fiscal year.
  - 1.8 Funding authority based either on total estimated project cost, or estimated project costs for the upcoming fiscal year. Consideration should be given to carry-forward funding for projects previously authorized.



**Capital Planning  
Capital Project Budgeting  
Policy 13.1.0**

- 1.9 Any analytical information deemed helpful for setting capital priorities.

The District needs a greater level of detail and information for non-routine capital projects than for routine projects. For non-routine projects, the capital budget should thoroughly describe the impact on the operating budget, number of additional positions required, tax or fee implications, and other financial or service impacts.

- 2.0 Reporting on the Capital Budget. The District recognizes the importance of timely and accurate reporting on projects adopted in the capital budget. Management, Trustees, and citizens should all have the ability to review the status and expected completion of approved capital projects. Periodic reports will be issued routinely on all ongoing capital projects. The reports will compare actual expenditures to the original budget, identify level of completion of the project, and enumerate any changes in the scope of the project, and alert management to any concerns with completion of the project on time or on schedule.





## **Capital Planning Capital Expenditures Practice 13.2.0**

**RELEVANT POLICIES: 1.1.0 Strategic Planning, 9.1.0 Establishing Appropriate Capitalization Threshold for Capital Assets, 12.1.0 Multi-Year Capital Planning, and 13.1.0 Capital Project Budgeting**

### **1.0 AUTHORITY**

Decision-making responsibilities and duties on capital projects shall be allocated by the General Manager to specific members of the IVGID staff as provided herein. The staff member so assigned may delegate “duties” to another, but shall remain “responsible” for their actions pertaining to the project.

A Project Manager will usually be a representative of the IVGID department which will acquire or construct the project. The Project Manager may seek the input or assistance of a representative of the IVGID department that will utilize the capital asset. A planner, analyst, designer, or construction representative usually reports to the Project Manager as an employee or through a contract for services.

### **2.0 CAPITAL PROJECT FINANCING RESOURCES**

Financial management of capital projects is controlled through a system including the Multi-Year Capital Improvement Plan and each fiscal year’s Capital Improvement Project Budget. The ability to pay for the costs of a project will be based on identifiable and predictable financing resources at the time of acquisition.

**2.1 Establishment.** A capital project’s financing resources may be established by action of the Board of Trustees by the adoption of a Capital Project Report. Financing resources may be established for each fund; for each program; or for each project or group of projects. The preference is on each project to facilitate calculating the affects of each project on the Multi-Year Capital Improvement Plan.

**2.2 Status.** All financing resources identified and received for a Capital Improvement Project shall be held in cash or



## **Capital Planning Capital Expenditures Practice 13.2.0**

investments and shall constitute an element of fund balance or net position until expended or released by an action of the Board of Trustees.

- 2.3 Interest.** Investment earnings on a project's financing resources shall accrue to the project to the extent they were included in the Capital Improvement Project Data Sheet or are deemed needed for possible project cost adjustments. In any project where part of the financing resources came from bond proceeds, the investment earnings must be attached to the project in order to determine and comply with IRS arbitrage regulations.
- 2.4 Expenditures.** Funds identified as financing resources may only be expended by action of the Board of Trustees according to the District's Capital Improvement Project Budget. Projects carrying over from one fiscal year to another are expected to be identified during each budget process to extend spending authority and facilitate completion of the construction or acquisition of the capital assets. The General Manager has the authority to redirect the design or specifications affecting up to an aggregate of \$50,000 if it does not exceed the total approved cost of the project.
- 2.5 Exclusivity.** All financing resources identified for a project, are considered exclusively for expenditures related to that project. No expenditures or obligations shall be made related to that project which cumulatively exceeds the available balance in identifiable and predictable financing resources.
- 2.6 Changes.** The amount of funds in identifiable and predictable financing resources may be increased or decreased by action of the Board of Trustees, provided that no decrease shall occur which causes the unexpended financing resources for any project to fall below the cumulative total of obligations outstanding pertaining to the project.



## Capital Planning Capital Expenditures Practice 13.2.0

- 2.7 Close-out.** Upon completion or termination of a project, the unexpended financing resources for that project may be closed out by the General Manager, except when a previous action by the Board of Trustees, designates where the unexpended amount, if any, shall be transferred.

### **3.0 PROJECT LIFE CYCLE**

Projects shall be managed in relation to the following typical project life cycle:

- 3.1 Definition.** The process of developing a document which describes a specific project, in terms of location, function, cost, and other parameters. Approval of a Capital Project Data Sheet means the project has been "**defined.**"
- 3.2 Planning.** The process of developing documents which identify the location and function of projects, in relation to other projects and existing facilities. Approval of a project plan document within an approved Capital Project Summary means the project has been "**planned.**"
- 3.3 Feasibility.** The process of analyzing the practicality of a project, in terms of capital financing and cost, operating revenue and cost, environmental and permit conditions, and other factors. Acceptance information stated on the Capital Project Data Sheet as a feasibility report, means the project has been "**justified.**"
- 3.4 Scheduling.** The process of developing an outline identifying the cost, timing and financing of the capital project. All capital project expenditures shall be evaluated through a Multi-Year Capital Improvement Plan and authorized for expenditure through a specific fiscal year's Capital Improvement Plan Budget. Inclusion of a project within an approved Multi-Year Capital Improvement Plan means the project has been "**scheduled.**"



## Capital Planning Capital Expenditures Practice 13.2.0

- 3.5 Funding Identified.** The process by which funds are identified, as either planned or set aside to underwrite capital costs. Identification of predictable financing resources for inclusion of a project in a specific fiscal year's Capital Improvement Plan Budget means the project has been “**funded.**”
- 3.6 Design/Specification.** The process of determining the size, specifications, acquisition/construction methods, and other factors prerequisite to construction or acquisition, including the selection of the designers. Approval of final design means the project has been “**designed.**”
- 3.7 Construction/Acquisition.** The process entails constructing or acquiring a project's assets, including the selection of contractors or vendors. Approval of final payment means the project has been “**completed.**”
- 3.8 Requirements.** All projects may not be subject to all phases, or be phased in the same order. However, all capital projects shall be defined. All capital projects shall be scheduled and have funding identified, prior to design/specification. All construction projects shall be planned. All construction projects shall be justified, prior to design/specification.

### **3.8.1.0 Definition**

**3.8.1.1 Trustees Responsibility:** Relate District needs identified through the Strategic Plan to capital projects placed on the Multi-Year Capital Improvement Plan. **Duties:** Consider project definitions as part of Capital Improvement Project Budget submittal.

**3.8.1.2 General Manager Responsibility:** Ensure capital projects developed for consideration by the Board of Trustees relate to strategies and actions



## **Capital Planning Capital Expenditures Practice 13.2.0**

developed under the District's Strategic Planning Process. **Duties:** Approve capital project definitions.

**3.8.1.3 Staff Duties:** Prepare an accurate and up to date Capital Project Data Sheet, containing statement of project cost, schedule, location, financing, and other factors.

### **3.8.2.0 Planning**

**3.8.2.1 Trustees Responsibility:** Ensure adequate planning basis for capital improvement projects. **Duties:** Define general goals, constraints, and directions. Award and execute planning contracts according to Nevada Revised Statutes. Establish public input process. Review and approve final plan.

**3.8.2.2 General Manager. Responsibility:** Ensure all issues are addressed and plans are coordinated with the Multi-Year Capital Improvement Plan. **Duties:** Review and approve planning scope. Approve requests for proposals on consulting contracts. Approve planning methods and planning team. Provide guidance to Project Manager during planning.

**3.8.2.3 Project Manager. Responsibility:** Administration, quality and accuracy. **Duties:** Define specific objectives, alternatives, criteria, and scope. Prepare requests for proposals and administer selection process for planning team. Prepare planning contracts. Recommend approval for and executing planning contracts. Coordinate project with, public, staff, and General Manager. Review and approve progress reports, make substantive and procedural decisions during planning process, and



## **Capital Planning Capital Expenditures Practice 13.2.0**

recommend preferred alternatives and final plans to the General Manager and Board of Trustees.

**3.8.2.4 Engineering and Staff. Duties:** Provide input to planning scope, methods, analysis, conclusions, and recommendations.

**3.8.2.5 Planner Duties:** Conduct analysis and produce planning documents and reports, for review by Project Manager.

### **3.8.3.0 Feasibility**

**3.8.3.1 Trustees. Responsibility:** Ensure feasibility of capital improvement projects prior to design and construction. **Duties:** Determine when feasibility studies are required. Identify issues to be addressed. Award and execute consulting contracts according to Nevada Revised Statutes.. Review and accept the final "Capital Improvement Project Budget" as a basis for decision-making.

**3.8.3.2 General Manager. Responsibility:** Ensure critical issues are addressed and conservative approach to feasibility is applied. **Duties:** Review and approve study scope. Approve requests for proposals on consulting contracts. Approve study methods and team. Provide guidance to the Project Manager during study.

**3.8.3.3 Project Manager. Responsibility:** Administration, quality and accuracy. **Duties:** Define specific concerns, alternatives, criteria, and scope. Prepare requests for proposals and administer selection process for study team. Prepare study contracts. Recommend award and execute study contract. Coordinate project with, staff and General



## **Capital Planning Capital Expenditures Practice 13.2.0**

Manager. Review and approve progress reports, make substantive and procedural decisions during study process, and approve conclusions and recommendations.

**3.8.3.4 Finance, Engineering, and Staff. Duties:** Provide input to study contract, scope, methods, analysis, conclusions, and recommendations.

**3.8.3.5 Analyst. Duties:** Conduct analysis and produce study documents and reports for review by the Project Manager.

### **3.8.4.0 Scheduling**

**3.8.4.1 Trustees. Responsibility:** Prioritization and prudent investment of capital assets. **Duties:** Review and approve Multi-Year Capital Improvement Plan considering financing programs, priorities and needs and validity to proceed as scheduled. Approve project amendments and substitutions according to District purchasing policies.

**3.8.4.2 General Manager. Responsibility:** Validate scheduling in terms of sound financial planning and the ability to construct or acquire the capital assets. **Duties:** Review, revise and recommend capital improvement projects to the Board of Trustees.

**3.8.4.3 Engineering Staff. Responsibility:** Accuracy of cost projections and coordination of project scheduling. **Duties:** Identify capital project scheduling issues correlated to timing of expenditures and acquisition of the capital assets. Coordinate input of operating staff receiving the capital asset.



## Capital Planning Capital Expenditures Practice 13.2.0

**3.8.4.4 Finance Staff Responsibility:** Adequacy of identifiable and predictable financing resources to meet the timing of expenditures. **Duties:** Analyze alternative financing schemes and prepare capital financing program coordinated with appropriate Capital Improvement Project Budget and the Multi-Year Capital Improvement Plan.

### **3.8.5.0 Funding**

**3.8.5.1 Trustees. Responsibility:** Adequate identifiable and predictable financial resources exist for the project prior to the approval to proceed. **Duties:** Establish appropriate identifiable predictable financing resources are available. Increase and decrease funding level.

**3.8.5.2 General Manager Responsibility:** Approve recommendations for project to proceed and increases in project financing resources beyond levels identified in Capital Project Report, prior to submitted to Board. **Duties:** Review updated financial analysis for the capital project with Finance Staff for adequate financing resources and cash flows. Approve close-out upon project termination or completion.

**3.8.5.3 Project Manager. Responsibility:** Accuracy. **Duties:** Assemble and update project cost estimates.

**3.8.5.4 Finance Staff. Responsibility:** Administration of project finances. **Duties:** Produce periodic report on capital project financing resources, obligations and expenditures. Recommend periodic action to establish, increase, decrease, and close out





## **Capital Planning Capital Expenditures Practice 13.2.0**

financing resources. Consider the current affects of projects on the Capital Improvement Project Budget and the Multi-Year Capital Improvement Plan.

**3.8.5.5 Engineering Staff. Duties:** Coordinate estimates of project cost for periodic funding report.

### **3.8.6.0 Design/Specification**

**3.8.6.1 Trustees. Responsibility:** General oversight of project design and specifications. **Duties:** Award and execute design contract according to Nevada Revised Statutes. Review and accept regulatory permit conditions on construction projects, if \$50,000 or more.

**3.8.6.2 General Manager. Responsibilities:** Ensure design and specifications correlate to defined capital project. **Duties:** Approve design methods and team. Provide guidance to Project Manager during design. Review and approve final design/specification reports on projects. Review and accept regulatory permit conditions.

**3.8.6.3 Project Manager. Responsibility:** Administration, detailed oversight and design functionality. **Duties:** Prepare scope of services and requests for proposals for design services. Administer selection process for design team. Prepare design contracts. Recommend for award and execute design contracts. Assemble cost estimates; prepare project budget and budget revisions. Prepare project schedule and schedule revisions. Approve project budget and budget revisions. Approve project schedule and schedule revisions. Establish, execute, and administer arrangements for surveys, analysis, environmental



## **Capital Planning Capital Expenditures Practice 13.2.0**

studies, and other forms of technical support. Supervise designers. Establish functional and performance requirements. Coordinate activities of designers with the balance of the technical team, and operating staff. Present major design alternatives and issues. Provide direction to on major design alternatives and issues. Review and approve ongoing design reports and documents. Sign all regulatory permits and permit applications. Review, approve, and correct ongoing design reports and documents, including all technical specifications. Prepare construction contract forms. Assemble and submit regulatory permit applications and coordinate regulatory process. Approve all requests for payment.

**3.8.6.4 Designer Duties:** Analysis of design alternatives. Preparation of plans and specifications. Preparation of support material for permit applications, and other contract documents. Coordination of various members of the design team. Preparation of cost estimates.

### **3.8.7.0 Construction/Acquisition**

**3.8.7.1 Trustees. Responsibility:** General oversight of contract awards, major payments and acceptance of capital assets constructed or acquired. **Duties:** Award and execute construction/acquisition contract according to Nevada Revised Statutes. Approve change orders cumulatively exceeding 10% of construction contract or \$50,000, whichever is the greater.

**3.8.7.2 General Manager. Responsibility:** Ensure contracts and requests for payments submitted to the Board of Trustees for approval meet the



## **Capital Planning Capital Expenditures Practice 13.2.0**

requirements outlined in the Capital Improvement Project Budget. **Duties:** Approve change orders cumulatively not exceeding 10% of construction contract or \$50,000. Upon substantial completion, approve release of retention for Construction projects.

**3.8.7.3 Project Manager Responsibility:** Detailed oversight. **Duties:** Recommend award and execute construction/acquisition contracts. Recommend approval of change orders. Recommend release of retention to General Manager and Board of Trustees. Recommend approval of the final payment. Administer bid process. Recommend contract award. Coordinate final contract preparation, including insurance, bonding, and certificates. Establish, administer and execute arrangements for inspection and testing. Supervise construction representatives. Review all inspection, testing and construction observation reports. Serve as District's representative to contractor and regulatory agencies. Approve all shop drawings. Approve requests for equals. Approve all certificates for payment. Update construction schedule.

**3.8.7.4 Construction Representative. Duties:** Observe construction and testing. Prepare construction observation reports. Advise Project Manager of deficiencies when noted. Notify Project Manager of deviations from plans and specifications. Prepare and execute notice to proceed.

## MEMORANDUM

**TO:** Board of Trustees

**THROUGH:** Mike Bandelin  
Acting General Manager

**FROM:** Michaela Tonking  
Trustee

**SUBJECT:** Review, discuss and possibly determine the need for advisory committee(s) for **Tennis/Pickleball, Incline Beach House, Skate Park** and/or **General Manager Search** and leave, intact, the General Manager's **Dog Park** Advisory Committee, as presently constituted in accordance with Policy 3.1.0, paragraph 0.9, Advisory Committees (Requesting Trustee: Trustee Michaela Tonking)

### **RELATED STRATEGIC PLAN BUDGET INITIATIVES:**

#### **LONG RANGE PRINCIPLE #1 - SERVICE**

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

#### **LONG RANGE PRINCIPLE #6 - COMMUNICATION**

The District will engage, interact and educate to promote understanding of the venues, facilities, services, and ongoing affairs.

#### **LONG RANGE PRINCIPLE #7 - GOVERNANCE**

The District is a local agency that delivers exemplary recreational experiences and provides the highest level of water, sewer, and solid waste services while striving for fiscal and environmental sustainability through collaboration, civic participation, and transparency

### **RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES:**

Policy 3.1.0 - Conduct Meetings of the Board of Trustees

**DATE:** July 4, 2023

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### **I. RECOMMENDATION**

Review, discuss and possibly determine the need for advisory committee(s) for **Tennis/Pickleball, Incline Beach House, Skate Park** and/or **General Manager**

**Search** and leave, intact, the General Manager's **Dog Park** Advisory Committee, as presently constituted in accordance with Policy 3.1.0, paragraph 0.9, Advisory Committees (Requesting Trustee: Trustee Michaela Tonking)

## II. BACKGROUND

At the June 28, 2023 Board of Trustees meeting, the Board of Trustees agreed that advisory committees might be needed/ beneficial for the above areas of interest. Trustee Schmitz had an agenda item that was for discussion. That material can be found at this link: [https://www.yourtahoeplace.com/uploads/pdf-ivgid/G.6.-\\_General\\_Business\\_-\\_Board\\_appointed\\_citizen\\_advisory\\_committees.pdf](https://www.yourtahoeplace.com/uploads/pdf-ivgid/G.6.-_General_Business_-_Board_appointed_citizen_advisory_committees.pdf). Trustee Schmitz, in a separate memorandum, has addressed her recommendations for the Capital and Golf committees.

To begin, Board Policy 3.1.0, paragraph 0.9 reads as follows:

***0.9 Advisory Committees.** The Board of Trustees may from time to time establish citizen committees to advise it on policy matters of the District. All such committees shall serve at the pleasure of the Board, and the Board shall have the authority to remove any member or all members from any and all committees at any time, or to change any of the terms of office thereof. Unless otherwise provided for in the document creating such committee and as permitted by applicable law. Committees shall be advisory in nature only, and shall have no authority to set policy; expend or obligate funds; hire, fire, supervise, or direct staff; or speak on behalf of the District, the Board, or its officers or employees. All committees shall conduct their business according to Roberts Rules of Order and shall conform to all provisions of the Nevada Open Meeting Law. If any Trustee is appointed to serve on a committee, the Trustee shall be the chair of that committee, unless other methods for selecting the chair have been approved by the Board of Trustees. If more than one Trustee is appointed to serve on the committee, then the Board shall determine by motion which Trustee shall serve as chair.*

*The General Manager may establish citizen advisory committees or bodies to advise the General Manager on areas of interest. These Citizen Advisory Committees are distinctively different from Board advisory committees as they are created by the General Manager to provide input. As such, they are not subject to the Nevada Open Meeting Law, but a reasonable attempt is to be made to notify members of the public of their meetings. Only 1 Board member may serve on each Advisory Committee established by the General Manager. One Board member shall serve on the General Manager's citizen advisory committee and can serve on multiple Advisory Committees established by the General Manager.*

Following is the background and suggestions for each committee shown above:

**Tennis/Pickleball** - Presently there is a General Manager advisory committee

established and in place which is being chaired by the Director of Parks and Recreation. Trustee Tonking is the appointed Board member. The committee is functioning well and has addressed concerns of play, etc. The recommendation would be to ask a member of this committee to serve on the Capital Improvement Projects committee so that they feel they have representation for their projects. It will also provide the representative with the knowledge of how projects compete to get accomplished within the District.

**Incline Beach House** - This project is coming before the Board shortly and we should be proactive on setting up the committee so that the individuals on this committee can participate as the project begins. The recommendation would be to set up a General Manager Advisory Committee on this project, lead by the Director of Public Works, and see how it goes. It can be switched over to a Board Advisory Committee, if necessary, in the future. Chairman Dent is the Board member who has shown the most interest and vigor for this project therefore the recommendation is that he be the Board's representative on this committee.

**Skate Park** - This project is an enhancement project and presently has a small group of Staff and a couple of interested community members who are meeting on an as needed basis. Trustee Tonking has attended a couple of meetings as the Board's representative. The recommendation for this project is to continue with this informal group and having the Director of Parks and Recreation be its lead.

**General Manager's Dog Park Advisory Committee** - This committee is about to wrap up its work and will be presenting to the Board of Trustees late July/early August. The recommendation for this committee is to leave it as presently constituted.

**General Manager Search** - Back in 2013, the District did do a recruitment for a District General Manager and they did so via a professional talent acquisition firm aka headhunter. The attached memorandum is from a meeting in 2013 when the Board, at that time, executed a contract to hire a executive search firm. This is an option that we may want to consider and then get their recommendations on once the recruitment takes place, how to proceed with interviews, public interaction, etc. The recommendation here is to have Trustee Noble work with Staff to identify a professional recruitment firm and then report back to the Board of Trustees on his findings which should include costs and a rough timeline.

### III. BID RESULTS

Not applicable to this agenda item.

### IV. FINANCIAL IMPACT AND BUDGET

Attached is a decision tree type of document which outlines what will be required with each advisory committee and it is provided to assist the Board of Trustees in making their decision on what type of advisory committee should be established for

each topic.

**V. ALTERNATIVES**

Not make any decisions at this time and revisit at another time.

**VI. COMMENTS**

None at this time.

**VII. BUSINESS IMPACT/BENEFIT**

Not applicable to this agenda item.

**VIII. ATTACHMENTS**

1. Requirements for Advisory Committees
2. Worksheet for Determining Advisory Committees
3. General Business - Executive Search Firm - Memo
4. 3.1.0 Conduct Meetings of the Board of Trustees - Adopted 02222023

**IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES**

The Board of Trustees needs to decide what types of committees, if any, they wanted to have for each of the subject matters.

## Advisory Committees

### **Policy 3.1.0, Paragraph 0.9 Advisory Committees.**

The Board of Trustees may from time to time establish citizen committees to advise it on policy matters of the District. All such committees shall serve at the pleasure of the Board, and the Board shall have the authority to remove any member or all members from any and all committees at any time, or to change any of the terms of office thereof. Unless otherwise provided for in the document creating such committee and as permitted by applicable law. Committees shall be advisory in nature only, and shall have no authority to set policy; expend or obligate funds; hire, fire, supervise, or direct staff; or speak on behalf of the District, the Board, or its officers or employees. All committees shall conduct their business according to Roberts Rules of Order and shall conform to all provisions of the Nevada Open Meeting Law. If any Trustee is appointed to serve on a committee, the Trustee shall be the chair of that committee, unless other methods for selecting the chair have been approved by the Board of Trustees. If more than one Trustee is appointed to serve on the committee, then the Board shall determine by motion which Trustee shall serve as chair.

Requirements:

#### Compliance with Nevada Open Meeting Law

1. Will require training by District Legal Counsel prior to first meeting
2. Each member will be required to sign the volunteer form unless they are an employee or Trustee
3. Each meeting will require a written, clear and concise agenda that is posted by 9 a.m. three (3) business days prior to each meeting
4. Each meeting will require a written set of meeting minutes in accordance with the Nevada Open Meeting Law
5. Livestreaming is optional and not a requirement of the Nevada Open Meeting Law therefore a determination of to Livestream or not to Livestream will need to be made upon establishment of the committee
6. Each meeting will require a packet of materials to be prepared, distributed and posted to the IVGID website

#### Staffing

- A. District Clerk to prepare agenda and packet materials and do required posting/noticing of all meetings
- B. Court Reporter to take meeting minutes
- C. IT Professional in the event Livestream is determined to be a necessity
- D. IT Professional to record meeting to be in compliance with the Nevada Open Meeting Law and provide call in assistance if call in public comments are deemed necessary
- E. IT Professional to accomplish website posting
- F. Staff, as necessary, to provide input on specific agenda items



## Advisory Committees

### **Policy 3.1.0, Paragraph 0.9 Advisory Committees.**

The General Manager may establish citizen advisory committees or bodies to advise the General Manager on areas of interest. These Citizen Advisory Committees are distinctively different from Board advisory committees as they are created by the General Manager to provide input. As such, they are not subject to the Nevada Open Meeting Law, but a reasonable attempt is to be made to notify members of the public of their meetings. Only 1 Board member may serve on each Advisory Committee established by the General Manager. One Board member shall serve on the General Manager's citizen advisory committee and can serve on multiple Advisory Committees established by the General Manager.

#### Requirements:

1. Each member will be required to sign the volunteer form unless they are an employee or Trustee
2. Each meeting will require a written, clear and concise agenda that is distributed via email in a manner that keeps the participants email private from other committee members unless the committee authorizes agreement that their email addresses are not private
3. Each meeting will require a written set of meeting minutes
4. Each meeting may require a packet of materials to be prepared, distributed and posted to the IVGID website

#### Staffing

- A. Typically the General Manager and/or Venue Manager serves as the Chair of the meeting
- B. Typically the District Clerk assists with meeting set up, notifications and taking of the meeting minutes
- C. Typically an IT professional and/or Communications Coordinator posts the meeting agendas and minutes to a specific District website webpage
- D. Additional Staff members dependent on subject matter

Generally speaking, all committees will have a clear and concise mission statement which outlines what this committee has been set up to accomplish and how long that process is estimated to be. Additionally, at the very first meeting, a set of agreed to rules of engagement is formulated. The example below is from the General Manager's Dog Park Committee:

Rules of Engagement: All committee members shall be respectful of one another and treat each other with kindness. No one member shall talk over another member. All ideas are welcome however, they may not be discussed in depth or in detail depending upon time and/or merit and that determination is solely held with the General Manager. All committee members are equal participants.

Decision Points Document

Tennis/Pickleball

Board Appointed Advisory Committee	General Manager Advisory Committee
------------------------------------	------------------------------------

One (1) Board Member who will also be Chair:	One (1) Board Member who will serve
Two (2) Board Members and a determination on which Board member will be Chair:	
Chair:	

What Staff members need to be a part of this committee on a permanent basis?	What Staff members needs to be a part of this committee on a permanent basis?

Who are the members of the public that you would like to nominate for this committee?	Who are the members of the public that you would like to recommend to the General Manager for this committee?

Does the committee get to decide the day of the week they meet? _____ Yes                      _____ No	Does the committee get to decide the day of the week they meet? _____ Yes                      _____ No
--	--

If no, what day of the week will they meet?  
\_\_\_\_\_

If no, what day of the week will they meet?  
\_\_\_\_\_

Does the committee get to decide the time of day they meet? _____ Yes                      _____ No	Does the committee get to decide the time of day they meet? _____ Yes                      _____ No
--	--

If no, what time of the day will they meet?  
\_\_\_\_\_

If no, what time of the day will they meet?  
\_\_\_\_\_

The meeting location for this committee will be:	The meeting location for this committee will be:

Decision Points Document

General Manager Search

Board Appointed Advisory Committee	General Manager Advisory Committee
------------------------------------	------------------------------------

One (1) Board Member who will also be Chair:	One (1) Board Member who will serve
Two (2) Board Members and a determination on which Board member will be Chair:	
Chair:	

What Staff members need to be a part of this committee on a permanent basis?	What Staff members needs to be a part of this committee on a permanent basis?

Who are the members of the public that you would like to nominate for this committee?	Who are the members of the public that you would like to recommend to the General Manager for this committee?

Does the committee get to decide the day of the week they meet? _____ Yes                      _____ No	Does the committee get to decide the day of the week they meet? _____ Yes                      _____ No
--	--

If no, what day of the week will they meet?  
\_\_\_\_\_

If no, what day of the week will they meet?  
\_\_\_\_\_

Does the committee get to decide the time of day they meet? _____ Yes                      _____ No	Does the committee get to decide the time of day they meet? _____ Yes                      _____ No
--	--

If no, what time of the day will they meet?  
\_\_\_\_\_

If no, what time of the day will they meet?  
\_\_\_\_\_

The meeting location for this committee will be:	The meeting location for this committee will be:

Decision Points Document

Incline Beach House

Board Appointed Advisory Committee	General Manager Advisory Committee
------------------------------------	------------------------------------

One (1) Board Member who will also be Chair:	One (1) Board Member who will serve
Two (2) Board Members and a determination on which Board member will be Chair:	
Chair:	

What Staff members need to be a part of this committee on a permanent basis?	What Staff members needs to be a part of this committee on a permanent basis?

Who are the members of the public that you would like to nominate for this committee?	Who are the members of the public that you would like to recommend to the General Manager for this committee?

Does the committee get to decide the day of the week they meet? _____ Yes          _____ No	Does the committee get to decide the day of the week they meet? _____ Yes          _____ No
--	--

If no, what day of the week will they meet?  
\_\_\_\_\_

If no, what day of the week will they meet?  
\_\_\_\_\_

Does the committee get to decide the time of day they meet? _____ Yes          _____ No	Does the committee get to decide the time of day they meet? _____ Yes          _____ No
--	--

If no, what time of the day will they meet?  
\_\_\_\_\_

If no, what time of the day will they meet?  
\_\_\_\_\_

The meeting location for this committee will be:	The meeting location for this committee will be:

## MEMORANDUM

**TO:** Board of Trustees

**REQUESTING TRUSTEE:** Joe Wolfe

**FROM:** William B. Horn  
District General Manager

**SUBJECT:** Hiring of an Executive Search Firm to assist the Board of Trustees in identifying who the next General Manager of the District should be; Execution of a Contract with Peckham and McKenney in the total amount of not-to-exceed \$26,000 effective March 28, 2013

**DATE:** March 19, 2013

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### **I. REQUEST BY TRUSTEE**

Trustee Wolfe has asked that the Board of Trustees take action, as deemed necessary, for the hiring of an Executive Search Firm to assist the Board of Trustees in identifying the District's next General Manager.

### **II. BACKGROUND**

At the January 9, 2013 Board of Trustees meeting, the Trustees had a discussion regarding this item and asked Trustees Smith and Simonian to work on a revised job description and timeline for this process. The posting process has been completed and is now closed.

District Staff, in Human Resources, fulfilled its commitment to making sure that the job posting for the General Manager position was deep, unbiased, and broad. The following actions occurred:

- We placed a news item in our PW News to advise our community that the position was open and posted.
- We ran paid advertisements in both the employment section and the general section of our local newspaper, the North Lake Tahoe Bonanza.

Hiring of an Executive Search Firm to assist the Board of Trustees in identifying who the next General Manager of the District should be; Execution of a Contract with Peckham and McKenney in the total amount of not-to-exceed \$26,000 effective March 28, 2013

March 19, 2013

- We posted an employment advertisement with Jobs Available, Inc., which is listing of employment opportunities in the Public Sector which has a nationwide circulation.
- We posted an employment advertisement on icma.org which is the International City & County Managers Association for a defined period of time.
- We posted this employment opportunity on our website and with various other commonly used websites within our local and broader geographical areas.

Included in the finalized timeline, there was a line item included to execute an agreement with an outside executive search firm; this agenda item is included on the March 27, 2013 meeting agenda in the event that this action needs to be taken that it can be taken.

NRS 332.195 Joinder or mutual use of contracts by governmental entities reads as follows:

**NRS 332.195 Joinder or mutual use of contracts by governmental entities.**

1. A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. The originally contracting local government is not liable for the obligations of the governmental entity which joins or uses the contract.
2. A governing body or its authorized representative may join or use the contracts of the State of Nevada or another state with the authorization of the contracting vendor. The State of Nevada or other state is not liable for the obligations of the local government which joins or uses the contract.

(Added to NRS by 1975, 1539; A 1985, 357; [1999, 1686](#); [2001, 1320](#); [2003, 2263](#); [2005, 2556](#))

Both the City of Reno and Douglas County have used the services of Peckham and McKenney and have been very pleased with their services. The District is in

Hiring of an Executive Search Firm to assist the Board of Trustees in identifying who the next General Manager of the District should be; Execution of a Contract with Peckham and McKenney in the total amount of not-to-exceed \$26,000 effective March 28, 2013

March 19, 2013

possession of the Contract for Professional Services executed by Douglas County, Nevada. The City of Reno, due to their relocation, has been unable to locate a copy of their contract but when they find it, they will share it with the District. Therefore, it is the District's plan to not do either an RFP or RFQ for these services, exercise the joinder provision as authorized by the Nevada Revised Statutes; and execute a contract in accordance with the attached documents as submitted by Peckham and McKenney.

### **III. FINANCIAL IMPACT AND BUDGET**

There are no funds budgeted in the 2012/2013 for the hiring of an Executive Search Firm.

### **IV. SAMPLE MOTION**

The Board of Trustees makes a motion to execute a Professional Services Contract with Peckham and McKenney in the amount of not-to-exceed \$26,000 to provide the executive search services/recruitment services to locate the next District General Manager of the Incline Village General Improvement District.



## **Conduct Meetings of the Board of Trustees**

### **Policy 3.1.0**

**POLICY.** The Board of Trustees will establish the time and place of the regular meeting of the Board of Trustees of the Incline Village General Improvement District and provide the manner in which special meetings of said District may be called, designating the meeting location, establishing the agenda and rules for its proceedings for the Incline Village General Improvement District, Washoe County, State of Nevada

Notice and conduct of all meetings shall conform with the provisions in Nevada Revised Statutes (NRS) 241.020 and NRS 281A (Ethics In Government). Meeting minutes and transcripts of meeting will be in compliance with NRS 241.035.

- 0.1 Regular Meetings.** The regular meeting times and location shall be set by the Board of Trustees.
- 0.2 Special Meetings.** Special meetings of the Board of Trustees shall be held upon call of the Chair of the Board or at least two of the Trustees.
- 0.3 Meeting Place.** All Board of Trustees meetings shall be held within the District.
- 0.4 Item(s) of Business/Agenda Preparation.** The Board Chair, in cooperation with the General Manager, is responsible for preparing the agenda and supporting materials for each meeting. The Chair, in cooperation with the General Manager, will place on the Agenda any item requested by a fellow Trustee.

If a person or party, including the general public, wishes to have a matter considered by the Board, a written request should be submitted to the General Manager, in advance of the meeting, allowing enough time for staff research. The amount of advance time required will be determined by the General Manager, based upon Board Policy, administrative procedure, and the facts in each instance.

No matter shall be heard or acted upon without all accurate and relevant materials being published with the initial publication of the Board Packet. If materials are inaccurate or missing, the agenda item





## **Conduct Meetings of the Board of Trustees Policy 3.1.0**

will be deferred. Delayed and/or supplemental materials shall defer an agenda item.

The agenda and Board Packet materials shall be posted on the District's website one calendar week prior to the meeting.

Public comment may be scheduled for individual agenda items in addition to the initial and closing public comment period at the discretion of the Chair. Unless otherwise determined, the time limit shall be three (3) minutes for each person wishing to make an initial or closing public comment and shall be two minutes(2) for each person should public comment be permitted for an individual agenda item. Unless otherwise permitted by the Chair, no person shall be allowed to speak more than once on any single agenda item.

The item(s) of business at the regular meetings of said Board may include, but are not limited to:

- Pledge of Allegiance
- Roll call of Trustees
- Appearances/Presentations (Non-action)
- Initial Public Comment – not to include comments on General Business items with scheduled public comment
- Appearances/Presentations/Declarations/Proclamations (Action)
- Approval of Agenda
- Public Hearings (if any) – all changes to Ordinances require a Public Hearing with a minimum of a 21-day notice
- District Staff Update (if any)
  - The General Manager's monthly report
  - Once a month the General Manager is to provide a formal written report outlining the contracts/expenditures s/he approved with proper signing authority per District policy.
- Legal Counsel Update (if any)
- Reports to the Board – Reports are intended to inform the Board and/or the public – Reports shall be limited to 15 minutes or a time to be determined at the discretion of the Chair.
  - GM Report



## **Conduct Meetings of the Board of Trustees**

### **Policy 3.1.0**

- Department liaisons' updates (if appropriate)
- Audit Committee (if appropriate)
- Treasurers Report (if any)
  - Payment of Bills – For District payments exceeding \$50,000 or any item of capital expenditure, in the aggregate in any one transaction, a summary of payments made shall be presented to the Board at a public meeting for review. The Board hereby authorizes payment of any and all obligations aggregating less than \$50,000 provided they are budgeted and the expenditure is approved according to District signing authority policy.
  - Any other reports as deemed of value by the Treasurer. This may include a review of procurement card purchases, weekly bill pay review, etc.
- Consent Calendar (if any)
  - In cooperation with the Chair, the General Manager may schedule matters for consideration on a Consent Calendar. The Consent Calendar may not include any action which is subject to a public hearing. Consent Calendar items are:
    - Contracts for review prior to signing/execution;
    - Budgeted items with a financial impact of less than \$100,000;
    - Items that have been previously discussed by the Board of Trustees;
    - “Housekeeping” items that passage without discussion is likely;
    - Meeting minutes approval.
  - Each consent item shall be separately listed on the agenda, under the heading of "Consent Calendar". A memorandum containing all relevant information will be included in the packet materials for each Consent Calendar item. The memorandum should include the justification as a consent item in the Background Section.
  - Any member of the Board may request the removal of a particular item from the Consent Calendar, at the time of the agenda approval, and that the matter shall be removed and addressed in the General Business section of the meeting.



## **Conduct Meetings of the Board of Trustees**

### **Policy 3.1.0**

- A unanimous affirmative vote shall be recorded as a favorable motion and approval of each individual item included on the Consent Calendar.
- General Business
- Reports are intended to inform the Board and/or the public.
- Review of the long range calendar
- Final Public Comment
- Board of Trustees Updates
- Adjournment

#### **0.5 Rules of Proceedings.**

- a. Public Meetings. All meetings of the Board shall be in accordance with NRS 241, the Nevada Open Meeting Law.
- b. Quorum. A majority of the Board of Trustees present in person or by virtual technology shall constitute a quorum for the transaction of business. When using virtual technology, so long as there is adequate internet service, the Trustee must be on-camera to qualify for voting. In no event shall any matter be approved without the affirmative vote of three Trustees.
- c. Method of Action. The Board of Trustees shall act only by motion which, to become effective, shall be adopted by the affirmative vote of at least a majority of its members, which is three (3), unless otherwise provided by statutes, including but not limited to NRS 318.280 and NRS 318.350. In the event of only three members present, the method of action must be unanimous.

The District and its Board will operate according to NRS 281A, Ethics In Government. Should a conflict of interest be a concern, the Trustee will abide by NRS 281A and potentially abstain from voting. According to NRS 241.0355, an abstention is not a vote in favor.

- d. Recording Vote. All Trustees present and voting, shall have their yes/ayes and no/nays taken on all actions taken and



## **Conduct Meetings of the Board of Trustees**

### **Policy 3.1.0**

entered into the minutes. All Trustees shall have the equal right to vote, make and second motions. If the vote for/against any item is not unanimous, the Chair may ask the Clerk to conduct a roll call vote.

- e. Ordinances. The enacting clause of all ordinances passed by the Board shall include the word "ordinance" and be consecutively numbered. All actions to pass or revise an ordinance shall be attested by the Secretary.
- f. Contracts. Until this policy is modified, all contracts are to be provided to the Board for review prior to signing/execution. The Board shall designate one Trustee to review, approve the signing of any contracts, and inform the Board of said action, when time is of the essence. In addition, contracts proposed and/or estimated to exceed the signing authority in Policy 20.1.0 subparagraph 1.5 or Policy 21.1.0 subparagraph 1.6, must be approved by the Board of Trustees. The General Manager has the authority to execute contracts per Board Policy so long as the funds were budgeted for the specific purpose. All documents approved or awarded by the Board shall be signed in the name of the District by two (2) officers of the Board of Trustees, unless authorization to sign is given to another person(s) by the Board.
- g. Claims. The Board of Trustees may engage the General Manager and General Counsel to negotiate on behalf of IVGID, the settlement of all property damage, personal injury, or liability claims. Final settlement of such claims must be approved by the Board. The General Manager may accept a tentative settlement, which shall not be final and binding upon IVGID, unless and until approved by the Board of Trustees.
- h. Litigation. The General Manager must obtain Board of Trustees authorization, at a public meeting, to initiate any lawsuit, appeal any decision or judgement, or retain legal counsel to defend a lawsuit. In addition, the role of the General Manager is to carry out the business of the Board. Any discussion, conversation,



## **Conduct Meetings of the Board of Trustees**

### **Policy 3.1.0**

or communication between the GM and outside legal counsel require the Board to be immediately informed.

- i. Texting. At no time during a meeting are Trustees to be making use of digital technology to communicate with others. The meetings are to conduct business by the Trustees.
- 0.6 Robert's Rules.** Unless contrary to this rule, such meetings shall be substantially conducted in conformity with Robert's Rules of Order unless those provisions conflict with Chapter 241 of the NRS, in which case, the statutes will prevail.
- 0.7 Reconsideration.** Reversal, or substantial modification, of any item by the Board of Trustees within six months of the meeting date at which the action was taken, shall only be considered as follows:
- The General Manager may request reconsideration of any action of the Board, and place reconsideration of the action before the Board, if the General Manager determines that the action compromises the efficiency of operations or otherwise impairs the effective management of the District.
  - A Board action may also be scheduled for reconsideration if at least two Trustees make written requests.
  - Written requests for reconsideration by any other person or party, including members of the general public, will be distributed to the Trustees but shall not be placed on the Board agenda, without the concurrence of at least two Trustees, as provided above.

If the original action was taken after a Public Hearing, a second Public Hearing shall be held in conjunction with any reconsideration.

Once placed on the agenda under the procedure established herein, the Board may rescind, modify, reaffirm, or take no action on the item; in the same manner it would take action on any other General Business agenda item.

- 0.8 Officers of the Board.** As the first item of General Business at the first meeting of the calendar year, the Board of Trustees shall elect a



## **Conduct Meetings of the Board of Trustees**

### **Policy 3.1.0**

Chair, Vice Chair, Treasurer, and Secretary. It is recommended that the officers of the Board rotate on a reasonable basis. Roles should change at least every 2 years. Each Officers term will begin as defined by the agenda item and will continue until the next election. The officer roles and responsibilities are outlined in the Trustee Handbook.

According to NRS 318.085(1), the role of Treasurer and the Secretary may be fulfilled by someone other than a Trustee.

Should a vacancy occur, the Board of Trustees shall follow NRS 318.090(5) to fill the vacancy. The most current roster for the current Board of Trustees is located on the District's website.

- 0.9 Advisory Committees.** The Board of Trustees may from time to time establish citizen committees to advise it on policy matters of the District. All such committees shall serve at the pleasure of the Board, and the Board shall have the authority to remove any member or all members from any and all committees at any time, or to change any of the terms of office thereof. Unless otherwise provided for in the document creating such committee and as permitted by applicable law. Committees shall be advisory in nature only, and shall have no authority to set policy; expend or obligate funds; hire, fire, supervise, or direct staff; or speak on behalf of the District, the Board, or its officers or employees. All committees shall conduct their business according to Roberts Rules of Order and shall conform to all provisions of the Nevada Open Meeting Law. If any Trustee is appointed to serve on a committee, the Trustee shall be the chair of that committee, unless other methods for selecting the chair have been approved by the Board of Trustees. If more than one Trustee is appointed to serve on the committee, then the Board shall determine by motion which Trustee shall serve as chair.

The General Manager may establish citizen advisory committees or bodies to advise the General Manager on areas of interest. These Citizen Advisory Committees are distinctively different from Board advisory committees as they are created by the General Manager to provide input. As such, they are not subject to the Nevada Open Meeting Law, but a reasonable attempt is to be made to notify



## **Conduct Meetings of the Board of Trustees**

### **Policy 3.1.0**

members of the public of their meetings. Only 1 Board member may serve on each Advisory Committee established by the General Manager. One Board member shall serve on the General Manager's citizen advisory committee and can serve on multiple Advisory Committees established by the General Manager.

- 0.10 Legislative Matters.** The General Manager may from time to time propose positions on legislative issues, which positions shall be reviewed and approved by the Board at its regular meeting.
- 0.11 Conflict Resolution.** In the event that the provisions of Policy 3.1.0 conflict with any other Policy Provisions, this policy shall prevail.
- 0.12 Board Highlights.** Board meeting highlights shall be posted on the District's website in addition to being emailed to subscribers. The highlights are to include a list of issues brought the attention of the Board by the public, brief overviews of each agenda item and when applicable, the results of a vote.

**MEMORANDUM**

**TO:** Board of Trustees

**FROM:** Josh Nelson  
General Counsel

**SUBJECT:** Reconsider Policy 22.1.0 Disclosure of Community Groups, Discuss and Potentially Adopt Edits to Policy 22.1.0, and Potentially Suspend Policy 22.1.0 as the Board Considers Potential Edits

**RELATED STRATEGIC PLAN INITIATIVES:** Long Range Principle #7 Governance

**RELATED DISTRICT POLICY:** Policy 22.1.0 Disclosure of External Entity Involvement  
Policy 3.1.0, 0.7 Reconsideration

**DATE:** July 1, 2023

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**I. RECOMMENDATION**

That the Board of Trustees reconsider Policy 22.1.0 Disclosure of Community Groups, discuss and potentially adopt edits to Policy 22.1.0, and potentially suspend Policy 22.1.0 as the Board considers potential edits.

**II. BACKGROUND**

At a series of meetings earlier this year, the Board discussed and ultimately approved Policy 22.1.0 requiring Trustees, Audit Committee Members, and certain staff members to disclose their involvement in certain entities. This currently defined incredibly broadly to include all entities regardless of their location and however they are organized.

Disclosures must be filed quarterly, and the first report is due July 15<sup>th</sup>. Staff distributed the disclosure form and has received concerns from some required filers. They have raised concerns that the Policy requires the disclosure of unrelated interests (i.e., partnerships to purchase a foreign vacation home, trusts formed to hold personal residences, interests in employer stock pension programs, and clients located in other states). These concerns echo similar issues raised during the consideration of Policy 22.1.0.

Legal Counsel asked the Board whether it wished to reconsider Policy 22.1.0 in light of these concerns, and Trustees Noble and Tonking provided email requests to do so.

In addition to the above, the Nevada Legislature adopted AB 258 during the prior legislative session. In part, this bill prohibited local governments like IVGID from requesting or requiring a current or prospective contractor or grantee to provide a list of nonprofit organizations to which the contractor or grantee has provided support. Any personal information that identifies a donor, member or volunteer of a nonprofit organization would be confidential. While the Governor ultimately vetoed this bill, it may reflect public policy considerations regarding personal privacy in this information.

This item is an opportunity for the Board to consider potential edits to Policy 22.1.0. Potential edits are included in the attached redline and discussed below. However, the Board could consider additional edits. It may also consider suspending Policy 22.1.0 and considering edits at a future meeting.

- **Geographic Limitation:** While the Board previously indicated it wished that the Policy applied to all entities whenever located, it may wish to consider limiting the Policy to those entities that have a connection to the Northern Nevada/Lake Tahoe community. Draft language is included for consideration.
- **Organization:** The current definition of entity to include all entities “for profit, not-for-profit, and non-profit associations, businesses, or entities, however organized” may be overbroad. Draft language to narrow this to certain specified types of entities is included.
- **Excluding Members:** The Board may wish to exclude those who are only members in an entity from disclosure. This edit may recognize the personal privacy interests at stake.

These edits are included for discussion. The Board ignore or modify them or include further edits.

**III. FINANCIAL IMPACT AND BUDGET**

No direct impact by amendment of the Policy.

**IV. ALTERNATIVES**

Below are alternatives to the recommended action:

1. Decline to consider edits to the Policy.
2. Suspend the Policy and consider edits to the Policy at a future Board meeting.

**V. BUSINESS IMPACT**

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

**VI. ATTACHMENTS**

1. Policy 22.1.0 Disclosure of Community Non-Profit Involvement
2. Proposed Redline Edits to Policy 22.1.0 Disclosure of Community Non-Profit Involvement





## **Policy 22.1.0**

### **Disclosure of External Entity Involvement**

**POLICY.** The Incline Village General Improvement District emphasizes transparency and understands that state law creates minimum standards. In some instances it may be appropriate to impose stricter requirements than those set forth in the Nevada Revised Statutes (NRS). While IVGID encourages Trustees and employees to be involved in local community groups, this involvement may result in real or perceived conflicts of interest. Various provisions of the NRS, including NRS 281A, prohibit IVGID officials from participating in decisions affecting their “commitments in a private capacity” and otherwise impose disclosure or recusal requirements on decisions impacting officials’ organizations.

While these requirements impose important minimum standards that avoid actual conflicts of interest, they do not provide transparency regarding potential conflicts of interest or otherwise ensure that officials are proactively disclosing potential conflicts of interest.

As defined in this Policy, “Qualifying Groups” shall be for profit, not-for-profit, and non-profit associations, businesses, or entities, however organized.

To provide additional transparency beyond state minimum requirements, IVGID Trustees, Audit Committee Members, and senior management employees shall report on a quarterly basis any Qualifying Groups to which they are an employee, member, or officer. Member of a Qualifying Group does not include simply listing a party affiliation as part of a voter registration or being a parishioner or regular attendee of a church, synagogue, mosque, or other religious group. Senior employees shall include the General Manager, department heads, and any supervisors with signature authority under Policies 20.1.0 or 21.1.0 as identified by the General Manager.

Reports shall be made quarterly due by January 15<sup>th</sup>, April 15<sup>th</sup>, July 15<sup>th</sup>, and October 15<sup>th</sup> and shall be included in the General Manager’s report or similar item in the next regularly scheduled Board of Trustees meeting after such dates.

**RESPONSIBILITY.** The District Clerk shall be responsible for developing reporting forms, notifying officials of their obligation to file reports, and maintaining such reports. All forms shall be public records.

The General Manager shall adopt and enforce personnel policies to ensure compliance with this Policy. The Board of Trustees shall enforce this Policy against Trustees, Audit Committee Members, and the General Manager.



## Disclosure of External Entity Involvement Policy 22.1.0

**POLICY.** The Incline Village General Improvement District emphasizes transparency and understands that state law creates minimum standards. In some instances it may be appropriate to impose stricter requirements than those set forth in the Nevada Revised Statutes (NRS). While IVGID encourages Trustees and employees to be involved in local community groups, this involvement may result in real or perceived conflicts of interest. Various provisions of the NRS, including NRS 281A, prohibit IVGID officials from participating in decisions affecting their “commitments in a private capacity” and otherwise impose disclosure or recusal requirements on decisions impacting officials’ organizations.

While these requirements impose important minimum standards that avoid actual conflicts of interest, they do not provide transparency regarding potential conflicts of interest or otherwise ensure that officials are proactively disclosing potential conflicts of interest.

As defined in this Policy, “Qualifying Groups” shall be for profit, not-for-profit, and non-profit ~~associations, businesses, or entities, however organized~~ corporations, limited liability companies, partnerships, and sole proprietorships that are located in, operate on, or own or lease property within the Nevada counties of Douglas and Washoe, Carson City, or the California counties of El Dorado, Nevada, Placer, and Sierra.

To provide additional transparency beyond state minimum requirements, IVGID Trustees, Audit Committee Members, and senior management employees shall report on a quarterly basis any Qualifying Groups to which they are an owner, ~~employee, member,~~ or officer. ~~Member of a Qualifying Group does not include simply listing a party affiliation as part of a voter registration or being a parishioner or regular attendee of a church, synagogue, mosque, or other religious group.~~ Senior employees shall include the General Manager, department heads, and any supervisors with signature authority under Policies 20.1.0 or 21.1.0 as identified by the General Manager.

Reports shall be made quarterly due by January 15<sup>th</sup>, April 15<sup>th</sup>, July 15<sup>th</sup>, and October 15<sup>th</sup>. The report required to be filed for July 15, 2023 shall be due July 31, 2023.

**RESPONSIBILITY.** The District Clerk shall be responsible for developing reporting forms, notifying officials of their obligation to file reports, and maintaining such reports. All forms shall be public records.

The General Manager shall adopt and enforce personnel policies to ensure compliance with this Policy. The Board of Trustees shall enforce this Policy against Trustees, Audit Committee Members, and the General Manager.

BOARD OF TRUSTEES LONG RANGE CALENDAR

Notes

Consent Items

Report Items

Agenda Items

<b>July 26</b>	
PW	Incline Beach House Defining Project Scope
Board (Trustee Noble to take lead)	Micromanagement – HR and Legal definition of micromanagement and hostile work environment, explain what has and hasn't happened – <b>requires noticing of all Trustees (to be done by Legal)</b>
F&B - Report	Analysis and Evaluation of the F&B Operations
Legal/Admin	Contract Renewal with Best, Best & Krieger – expires 12/2023
P&R	Dog Park Committee Report/Recommendations
Board (Trustee Schmitz to take lead)	Scope of work on point of sale software – share the very detailed proposal received from Moss Adams and determine how to proceed
HR	Bring forward the work on Staff development as there has been a lot of work going on
Board	Discuss the GM Goals that haven't been completed and discuss what is needed
Finance/Audit	Form 4410 and 4411 come back for discussion and approval

<b>August 9</b>	
Finance	Carry-Over Approval
Finance	FY 2022/23 4 <sup>th</sup> Qtr. Budget Update & Expense Projects Report
Finance	FY 2022/23 4 <sup>th</sup> Qtr CIP Popular Status Report
PW	Opinion of Probable Construction Cost on Effluent Export
P&R	Update on beach access (staffing option for Incline Beach)

<b>August 30</b>	
Finance, HR & IT	Project Closeout Report (within the GM Report) on the Tyler Project

<b>September 13</b>	
P&R	Contract Review – Sand Harbor Water Sports & Incline Spirits– expires 9/30 – end of a 2-year contract

BOARD OF TRUSTEES LONG RANGE CALENDAR

Notes

Consent Items

Report Items

Agenda Items

	<b>September 27</b>

	<b>October 11</b>
<b>General</b>	Contract Review – Alta Vista Cleaning Services – expires 10/31 – has 2 years left on Board approved renewals so doesn’t need to come before the Board for approval
<b>Board</b>	Discussion on creating a District policy on language i.e. Spanish, Italian, Polish, etc.

	<b>October 25</b>
<b>DP</b>	Hyatt Sport Shop contract – expires 5/2023; comes before the Board at this time because it is only for Ski

	<b>November 8</b>
<b>BOT</b>	Flashvote contract review – expires 12/2023
<b>Finance</b>	OpenGov contract review – expires 11/30/2023

	<b>December 13</b>
<b>Multiple</b>	Contract Review – Parasol Tahoe Community Foundation (storage space), First Non Profit (Unemployment), USFS (DP Special Use), TRPA (watercraft inspection) – expires 12/31 Contract Review – Washoe County School District Joint Use Agreement (no expiration – annual review)

Notes

Consent Items

Report Items

Agenda Items

**PARKING LOT ITEMS**

<b>Date of Request</b>	<b>Item</b>	<b>Requester</b>	<b>Status/Notes</b>	<b>Date Completed</b>
1/18/21	Possible discussion on IVGID needs as it relates to potential land use agreement with DPSEF	Trustee Schmitz		
11/3/21	Request that the Board discuss a strategy for dealing with e-mails and correspondence that the Board receives. Need to have a strategy and approach on who responded – come up with a consensus by the Board on who responds.	Trustee Schmitz	Related to Policy 20.1.0. Follow up with District Counsel Nelson	
Unknown	Next step on Diamond Peak parking lot/Ski Way – Staff added reminder	GM DPSR Bandelin		
Unknown	Modifications to current budget to reflect grant funding and cost sharing on Effluent Tank	Director of Public Works		
Unknown	Liaisons with Washoe County	Trustee Schmitz		
2/8/23	Capitalization Policy	Trustee Schmitz		
2/8/23	Update on Snowflake Lodge	Trustee Noble		
2/8/23	Workforce Housing for Seasonal Employees	Trustee Noble		
4/5/23	Revision to Public Records Policy – to be scheduled by GC Nelson	General Counsel Nelson		
4/5/23	Policy 16.1 – Recreation Roll	Trustee Schmitz		
4/5/23	Punch Card Recommendations	Trustee Schmitz		

BOARD OF TRUSTEES LONG RANGE CALENDAR

Notes

Consent Items

Report Items

Agenda Items

Date of Request	Item	Requester	Status/Notes	Date Completed
4/5/23	Review policy re: use of procurement cards	Trustee Tulloch		
5/25/23	Family tree (Ordinance 7) review	Trustee Schmitz		
5/25/23	Two (2) Policy 20.1.0 on the website	Trustee Schmitz	This is correct and it will be corrected when one of these policies comes before the Board	
5/25/23	Pyramid (within Practice 6.1.0) – The Board never discussed how our venues fit into the practice	Trustee Schmitz		
5/25/23	Do a survey for the IVGID Magazine to see if there is value in producing a paper copy and mailing	Trustee Schmitz	A survey is being conducted in the upcoming issue of the IVGID Magazine	
06/14/23	Clarification on Scope #3 (IT) with Moss Adams	Trustee Schmitz	Scheduled for 7/26	
06/14/23	Golf cancellation policy review	Trustee Schmitz	Matter has been agendaized for 7/6	7/6/2023
06/14/23	All-you-can-play golf pass review	Trustee Schmitz		
06/14/23	Skate Park update	Trustee Schmitz	Most likely to occur sometime in August	
06/14/23	Discuss the possibility of scheduling a community Town Hall or perhaps having a 30-minute social half hour before each Board meeting	Trustee Schmitz	See 6/28 entry; Chairman Dent to schedule 2 days for a Trustee Forum	
06/28/23	Review and Possible Approval of Revisions to Policy 2.1.0	Acting GM Underwood	Moved to parking lot pending outcome of MA work	

BOARD OF TRUSTEES LONG RANGE CALENDAR

Notes

Consent Items

Report Items

Agenda Items

<b>Date of Request</b>	<b>Item</b>	<b>Requester</b>	<b>Status/Notes</b>	<b>Date Completed</b>
06/28/23	Practice 6.0 - Review & Update Pricing	Acting GM Underwood	Moved to parking lot pending outcome of MA work	
06/28/23	Review CIP Roles & Responsibilities (Policies 12.1, 13.1 and Practice 13.2	Acting GM Underwood	Moved to parking lot pending outcome of MA work	
06/28/23	Revisions to Public Records Policy (Policy XX) based on Trustee Feedback	Acting GM Underwood	Moved to parking lot pending outcome of MA work	
06/28/23	Chairman Dent to propose 2 days for a Trustee Forum	Chairman Dent		
06/28/23	Redactions – needs a legal non-meeting as a Trustee requested that the PE's be made public	Chairman Dent		