



NOTICE OF MEETING

The regular meeting of the Incline Village General Improvement District will be held starting at **6:00 p.m.** on **Wednesday August 26, 2020** in the Boardroom at 893 Southwood Boulevard, Incline Village, Nevada.

In compliance with State of Nevada Executive Department, Declaration of Emergency Directive 006, 016, 018 and 021, this meeting is closed to the public and attendance is limited to members of the Board of Trustees and essential staff. Public comment is allowed and the public is welcome to make their public comment either via e-mail (please send your comments to info@ivgid.org by 4:00 p.m. on Wednesday, August 26, 2020) or via telephone (the telephone number will be posted to our website on the day of the meeting).

- A. PLEDGE OF ALLEGIANCE*
- B. ROLL CALL OF THE IVGID BOARD OF TRUSTEES*
- C. PUBLIC COMMENTS* - Limited to a maximum of three (3) minutes in duration.
- D. APPROVAL OF AGENDA (*for possible action*)

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

-OR-

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

- E. DISTRICT STAFF UPDATE (*for possible action*)
 - 1. District General Manager Indra Winquest
 - a. Review of the long range calendar – **page 1**
- F. REPORTS TO THE IVGID BOARD OF TRUSTEES*
 - 1. Board Treasurer Sara Schmitz
 - 2. Audit Committee Chairman Matthew Dent

Incline Village General Improvement District

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

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

www.yourtahoeplace.com

NOTICE OF MEETING

Agenda for the Board Meeting of August 26, 2020 - Page 2

G. CONSENT CALENDAR *(for possible action)*

1. Recommendation to 1) accept a grant from the David & Cheryl Duffield Foundation to the IVGID Parks and Recreation Department in the amount of \$21,176 for the purchase of gymnastics programming equipment and associated expenses, **and** 2) authorize FY2020-21 budget augmentation for this purpose (Requesting Staff Member: District General Manager Indra Winquest) – **pages 2 - 6**

H. GENERAL BUSINESS *(for possible action)*

1. Review, discuss and possibly approve an item for the 2020/2021 Fiscal Year allowing the District to enter into an agreement for RTP|ONE – Capstone Database Integration, Active Gateway Services and ACM ONE|Store software licensing for 2020/21; Project – Fund: Ski; Project 3499CE1909; Vendor: Active Network in the amount of \$160,000 (Requesting Staff Member: Director of Information Technology Mike Gove and Diamond Peak Ski Resort General Manager Mike Bandelin) – **pages 7 - 25**
2. Review, discuss and possibly approve a Schematic Design Services Contract for the Burnt Cedar Swimming Pool Improvement Project – Fund: Beaches; Project 3970BD2601. Vendor: TSK Architects in the amount of \$60,013 (Requesting Staff Member: Engineering Manager Nathan Chorey) – **pages 26 - 61**
3. Review, discuss, and possibly select a project delivery method [Construction Manager-at-Risk (CMAR) versus design/bid/build] for the Burnt Cedar Swimming Pool Improvement Project – Fund: Beaches; Project 3970BD2601 (Requesting Staff Member: Engineering Manager Nathan Chorey) – **pages 62 - 86**
4. Review and discuss the District General Manager taking one of the four following actions to obtain legal services for the District: – **pages 87 - 95**
(Requesting Staff Member: District General Manager Indra Winquest)
 - a. Proceed with a Request for Information followed by a Request for Proposal;
 - b. Obtain a pricing proposal from Best, Best & Krieger for a monthly retainer fee and/or hourly fee;
 - c. Interview and hire in-house legal counsel; or
 - d. An alternative/option determined by the Board of Trustees at this meeting
5. Review and discuss an improved method of handling correspondence submitted to the Board of Trustees/District (Requesting Trustee: Chairman Tim Callicrate) – **pages 96 - 135**



NOTICE OF MEETING

Agenda for the Board Meeting of August 26, 2020 - Page 3

- I. APPROVAL OF MINUTES *(for possible action)*
 - 1. Meeting Minutes of July 29, 2020 – **pages 136 - 174**
- J. BOARD OF TRUSTEES UPDATE **(NO DISCUSSION OR ACTION)** ON ANY MATTER REGARDING THE DISTRICT AND/OR COMMUNITIES OF CRYSTAL BAY AND INCLINE VILLAGE, NEVADA*
- K. PUBLIC COMMENTS* - Limited to a maximum of three (3) minutes in duration.
- L. ADJOURNMENT *(for possible action)*

CERTIFICATION OF POSTING OF THIS AGENDA

I hereby certify that on or before Friday, August 21, 2020 at 9:00 a.m., a copy of this agenda (IVGID Board of Trustees Session of August 26, 2020) was delivered to the post office addressed to the people who have requested to receive copies of IVGID's agendas; copies were either faxed or e-mailed to those people who have requested; and a copy was posted at the following seven locations within Incline Village/Crystal Bay in accordance with NRS 241.020:

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

**SUSPENDED – STATE OF NEVADA
EXECUTIVE DEPARTMENT,
DECLARATION OF EMERGENCY,
DIRECTIVE 006 (SECTION 3), 016, 018
AND 021.**

- Vorderbruggen Building (Administrative
- Post Office
- Post Office
- Shopping Center
- Branch of Washoe County Library
- Recreation Center
- Incline Village

/s/ Susan A. Herron, CMC
Susan A. Herron, CMC
District Clerk (e-mail: sah@ivgid.org/phone # 775-832-1207)

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

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

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

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

DATE	DAY OF THE WEEK	TIME	LOCATION	TYPE OF MEETING - 2020	COMPLETED MEMORANDUMS WITH ALL BACK UP MATERIALS FOR AGENDA ITEMS FROM BOARD MEMBERS DUE DATES	ITEMS SLATED FOR CONSIDERATION
08/27	Thursday	3 p.m.	Southwood – VIRTUAL	OML TRAINING Audit Committee (including at large members and BOT)		Open Meeting Law Training presented by Josh Nelson, BBK
09/09	Wednesday	6 p.m.	Southwood – VIRTUAL	Regular Board Meeting	08/31/2020 8 a.m.	Workshop on Punch Cards General Manager Status Report POSSIBLE CLOSED SESSION FOR UNION NEGOTIATIONS – Determination to be made by Director of Human Resources Dee Carey
09/30	Wednesday	6 p.m.	Southwood – VIRTUAL	Regular Board Meeting	09/21/2020 8 a.m.	Export Project Manager Review, discuss, and move forward with the selected preferred alternative for the Ski Way and Diamond Peak Parking Lot Reconstruction Project Revisit rebate item (from 08/12/2020) Finalize allocation of the fund balances to specific projects (from 08/12/2020) Review, discuss and possibly approve changes to the District General Manager's Job Description (Requesting Trustee: Chairman Tim Callicrate) Board Policy 7.1.0 and Board Practice 7.2.0 (Trustee Dent) (Navazio) POSSIBLE CLOSED SESSION FOR UNION NEGOTIATIONS – Determination to be made by Director of Human Resources Dee Carey
10/14	Wednesday	6 p.m.	Southwood – VIRTUAL	Regular Board Meeting	10/05/2020 8 a.m.	POSSIBLE CLOSED SESSION FOR UNION NEGOTIATIONS – Determination to be made by Director of Human Resources Dee Carey
10/28	Wednesday	6 p.m.	Southwood – VIRTUAL	Regular Board Meeting	10/19/2020 8 a.m.	POSSIBLE CLOSED SESSION FOR UNION NEGOTIATIONS – Determination to be made by Director of Human Resources Dee Carey
11/11	Wednesday	6 p.m.	Southwood – VIRTUAL	Regular Board Meeting	11/02/2020 8 a.m.	Review of the Watermain Project (see award made on 06/23/2020)
11/25	Wednesday	6 p.m.	Southwood – VIRTUAL	Regular Board Meeting	11/16/2020 8 a.m.	<i>Typically cancelled</i>
12/09	Wednesday	6 p.m.	Southwood – VIRTUAL	Regular Board Meeting	11/30/2020 8 a.m.	Review of the Washpad Project (see award made on 06/23/2020)
12/30	Wednesday	6 p.m.	Southwood – VIRTUAL	Regular Board Meeting	12/21/2020 8 a.m.	<i>Typically cancelled</i>

DATE	DAY OF THE WEEK	TIME	LOCATION	TYPE OF MEETING - 2021	COMPLETED MEMORANDUMS WITH ALL BACK UP MATERIALS FOR AGENDA ITEMS FROM BOARD MEMBERS DUE DATES	ITEMS SLATED FOR CONSIDERATION
01/13	Wednesday	6 p.m.		Regular Board Meeting		
01/27	Wednesday	6 p.m.		Regular Board Meeting		
02/10	Wednesday	6 p.m.		Regular Board Meeting		
02/24	Wednesday	6 p.m.		Regular Board Meeting		
03/10	Wednesday	6 p.m.		Regular Board Meeting		
03/24	Wednesday	6 p.m.		Regular Board Meeting		
04/14	Wednesday	6 p.m.		Regular Board Meeting		
04/28	Wednesday	6 p.m.		Regular Board Meeting		
05/12	Wednesday	6 p.m.		Regular Board Meeting		
05/26	Wednesday	6 p.m.		Regular Board Meeting		

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

RFID Picture Passes – Item for next Strategic Plan or three years from now – software not available nor is infrastructure/hardware

TRPA EIS Contract at Diamond Peak

Split Ordinance 7 (allow 45 days ahead of action)

Enterprise vs special revenue accounting

Policy 3.1.0 – contract authorization levels including GM which ties to the Trustee handbook

Trustee handbook

General Manager's job description clean up

Utility Rate adjustments (fee schedules) – pushed out from the April 14, 2020 meeting

Contract Award for Human Resources, Payroll and Financial Software

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

M E M O R A N D U M

TO: Board of Trustees

FROM: Indra Winquest
District General Manager

SUBJECT: Recommendation to 1) accept a grant from the David & Cheryl Duffield Foundation to the IVGID Parks and Recreation Department in the amount of \$21,176 for the purchase of gymnastics programming equipment and associated expenses, and 2) authorize FY2020-21 budget augmentation for this purpose.

DATE: August 18, 2020

I. RECOMMENDATION

Staff recommends that the Board of Trustees makes a motion to 1) accept a grant from the David & Cheryl Duffield Foundation to the IVGID Parks and Recreation Department in the amount of \$21,176 for the purchase of gymnastics programming equipment and associated expenses, and 2) authorize FY2020-21 budget augmentation for this purpose.

II. BACKGROUND

The David & Cheryl Duffield Foundation has written the District a letter offering to provide a grant in the amount of \$21,176 to purchase gymnastic equipment and associated expenses. This equipment will be utilized at various venues by the Parks & Recreation Staff to provide gymnastics programming for the youth of Incline Village & Crystal Bay.

III. FINANCIAL IMPACT AND BUDGET

The District's 2020-2021 Operating Budget did not include any funds for gymnastics programming equipment. The recommended Board action would authorize acceptance of a grant in the amount of \$21,176 for purchase of specified gymnastics equipment. A budget augmentation is also recommended to provide appropriation within the Community Services, Recreation Fund (Fund 360) for this purpose. The Parks & Recreation Department will manage the gymnastics programming and the program is projected to be cost neutral utilizing a commission-based Recreation Specialist. The Parks & Recreation Department is currently operating beginner to intermediate level gymnastics programming that is at capacity as it relates to maximum allowable participation. Staff is very confident that gymnastics programming will be very popular and a fantastic additional opportunity for community youth of all ages.

IV. ALTERNATIVES

Decline the grant.

V. COMMENTS

The District is allowed to accept donations in accordance with NRS 318.100, which sets forth the basic powers of the Board, states: ". . . the Board may construct or otherwise acquire any improvement appertaining to any such basic power which the District may exercise and may finance the cost of any such improvement by any of the procedures provided in this Chapter." and NRS 318.020.1 defines "acquire" as including acquisition by ". . . gift, grant, bequest, devise, contract, or other acquisition or any combination thereof." These powers are consistent with powers specifically provided by the legislature through Nevada Revised Statutes to the state, counties, and other districts.

DAVE & CHERYL
DUFFIELD
FOUNDATION

August 17th, 2020

Indra Winquest
District General Manager
Incline Village General Improvement District
893 Southwood Blvd,
Incline Village, NV 89451

RE: Dave & Cheryl Duffield Foundation Grant to IVGID – Gymnastics Program

Dear Indra:

The Dave & Cheryl Duffield Foundation ("DCDF") is pleased to inform Incline Village General Improvement District ("IVGID") that a grant in the amount of \$21,176 has been approved for the upcoming youth gymnastics program and related consulting costs. This letter of commitment outlines the formal agreement between DCDF and IVGID and is based on the attached invoice provided to DCDF.

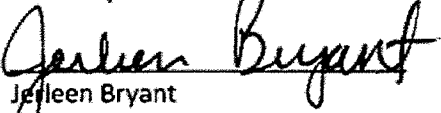
Upon approval of the project by the IVGID Board of Trustees, DCDF will disperse payment in full (\$21,176) to IVGID.

IVGID agrees that all grant monies received will be used only to support the purchase of gymnastics equipment (\$20,076) and miscellaneous consulting costs (\$1,000) as outlined in the invoice. Grant funds may not be used for any other purposes without the prior written approval from DCDF.

We are looking forward to working with the Incline Village General Improvement District in its important work in support of the Incline Village community.

Sincerely,

Dave & Cheryl Duffield Foundation

By: 
Jerleen Bryant
President

The Dave & Cheryl Duffield Foundation is a 501(c)(3) not-for-profit corporation. Donations are deductible for income tax purposes to the full extent of the law. The tax identification number is 47-4279721. Per IRS regulations, no goods or services were received in exchange for this contribution.



Norbert's Athletic Products, Inc.
 354 W. Gardena Blvd.
 Gardena, CA 90248
 (310) 830-6672
 accounting@norberts.net

Quote # gym
 Date 7/17/20
 Terms Prepaid
 Due On 7/17/20

Bill To:
 Incline Village Parks & Rec
 Attn Tim Kelly - Sport Supervisor
 980 Village Way
 Incline Village, NV 89451

Ship To:
 Incline Village Parks & Rec
 Attn Tim Kelly - Sport Supervisor
 980 Village Way
 Incline Village, NV 89451
 USA

tek2@ivgid.org

SALES REP	CUSTOMER PO #	SHIP VIA	SHIP DATE	PG.
Loren Dill	gym	Best Way		1

ITEM NO.	DESCRIPTION	QTY.	PRICE	EXTENDED
G-825X	5' x 10' x 1-3/8" Standard Crosslink Panel Mat with hook & loop fastener on 2 short sides for connecting end to end ONLY! - Color: misc color	5	\$268.00	\$1,340.00
NC-MISC	Custom miscellaneous items, supplies or accessories Specify item: Panel Mat Covers *IMPORTANT* CUSTOM ORDER MADE TO YOUR SPECS All custom orders must be paid for in advance & are non-refundable. Shipped or not, once placed in production the order cannot be cancelled or revised. Returns will not be accepted.	5	\$100.00	\$500.00
G-824X	4' x 8' x 1-3/8" Standard Crosslink Panel Mat with hook & loop fastener on 2 short sides for connecting end to end ONLY! - Color: misc colors	5	\$180.00	\$900.00
NC-MISC	Custom miscellaneous items, supplies or accessories Specify item: Panel Mat Covers *IMPORTANT* CUSTOM ORDER MADE TO YOUR SPECS All custom orders must be paid for in advance & are non-refundable. Shipped or not, once placed in production the order cannot be cancelled or revised. Returns will not be accepted.	5	\$75.00	\$375.00
GF-864	Mini Bar adjustable from 38"-58" with solid maple rail - WEIGHT LIMIT 125 LBS. - Never use bar without base spreader plate (included)	1	\$420.00	\$420.00
GF-819	2' x 4' Standard Non-Folding Incline Mat - random color	6	\$159.00	\$954.00
GF-821	4' x 6' Standard Non-Folding Incline Mat - random color	2	\$385.00	\$770.00
GF-830DF	5' x 10' Deluxe Folding Incline Mat - random color	1	\$1,095.00	\$1,095.00
G-192	Carpeted Mini Spring Board, 24" x 24" top with 4 mini springs	1	\$305.00	\$305.00
G-195	Performance Top Junior Spring Board, 24" x 36" top with 6 mini springs	1	\$339.00	\$339.00

IMPORTANT INFORMATION - PLEASE READ

WARNING! A possibility of serious injury, including paralysis or death, is inherent in any activity involving motion or height. No matting or equipment can completely eliminate the possibility of injury. Items must be used with proper mats, spotting equipment and qualified instructors for each activity or skill. Ensure mats and equipment are in good condition and proper position prior to each use and discontinue use immediately if you have any concerns about the condition. Use of this equipment without proper supervision is dangerous and should not be undertaken or permitted.

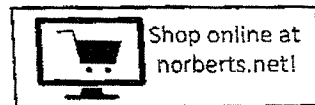
FREIGHT DAMAGE: Thoroughly inspect all shipments upon arrival. Recipient will be responsible for damages/shortages not noted on delivery receipt and reported immediately. Individual packages must be opened and carefully inspected. Concealed damage must be reported within 48 HOURS or claim will be denied. Save all packaging if damage is found.

RETURNS: Return authorization must be requested within 7 days of delivery. Only new/unused goods will be accepted. Customized items cannot be returned. Return shipping is customer's responsibility and shipping costs will not be refunded. A 15% restocking fee will apply on returns.

SALES TAX: If you purchased a taxable item and were not charged sales tax, you may be obligated to pay use tax to the state where the item is used. If sales tax was charged, then use tax is not due.

SUBTOTAL
FREIGHT
SALES TAX
APPLIED
BALANCE
All money due in US Dollars

Thank you for your business!





Norbert's Athletic Products, Inc.
 354 W. Gardena Blvd.
 Gardena, CA 90248
 (310) 830-6672
 accounting@norberts.net

Quote # gym
 Date 7/17/20
 Terms Prepaid
 Due On 7/17/20

Bill To:
 Incline Village Parks & Rec
 Attn Tim Kelly - Sport Supervisor
 980 Village Way
 Incline Village, NV 89451

Ship To:
 Incline Village Parks & Rec
 Attn Tim Kelly - Sport Supervisor
 980 Village Way
 Incline Village, NV 89451
 USA

tek2@ivgid.org

SALES REP	CUSTOMER PO #	SHIP VIA	SHIP DATE	PG.
Loren Dill	gym	Best Way		2

ITEM NO.	DESCRIPTION	QTY.	PRICE	EXTENDED
G-255	Power Incline 2.0	1	\$925.00	\$925.00
NC-100	Complete Ninja Obstacle Course. Package includes four Posts, four Slanted Steps, one Table and one Barrier. *IMPORTANT: MUST BE USED WITH CARPET SURFACE THAT ACCEPTS HOOK FASTENERS. CHECK STABILITY BEFORE EACH USE*	1	\$2,525.00	\$2,525.00
NW-200	Ninja Window (3pc) - Consists of two long 48" x 9" x 2" side pieces and one 24" x 9" x 2" center piece.	1	\$185.00	\$185.00
G-905MS	5' x 10' x 8" Non-Folding Practice Mat, solid vinyl top & bottom with breather mesh sidewalls. COLOR: Royal Blue with non skid bottom - Royal Blue	1	\$680.00	\$680.00
S-510MB	5' x 10' x 4" Throw Mat, solid vinyl sidewalls & top with breather MESH BOTTOM Color: Royal Blue	1	\$449.00	\$449.00
CM-6812	Nimbus Cloud Mat, 60" x 80" x 12" Soft polyfoam filler and durable denim cover. *IMPORTANT* This mat is to be used over additional padding and never on a hard surface by itself.	1	\$562.00	\$562.00
CM-466	Stratus Cloud Mat, 48" x 72" x 8" Soft polyfoam filler and durable denim cover. *IMPORTANT* This mat is to be used over additional padding and never on a hard surface by itself. Blue Denim	1	\$359.00	\$359.00
TT-DPC-8	Laser Beam Lite (8') *FREE SHIPPING*	3	\$255.00	\$765.00
TT-JKB	Red Jr. Kip Bar *FREE SHIPPING*	1	\$425.00	\$425.00
TT-JKBX	Red Jr. Kip Bar Extensions *FREE SHIPPING*	1	\$105.00	\$105.00
BB-108S	6" wide x 8' long Suede Low Beam	1	\$315.00	\$315.00
G-108S	4" wide x 8' long Suede Low Beam	1	\$282.00	\$282.00
FL-105C	6' x 42' x 1-3/8" Carpeted Quick Flex Roll Color: BLUE	2	\$735.00	\$1,470.00

IMPORTANT INFORMATION - PLEASE READ

WARNING! A possibility of serious injury, including paralysis or death, is inherent in any activity involving motion or height. No matting or equipment can completely eliminate the possibility of injury. Items must be used with proper mats, spotting equipment and qualified instructors for each activity or skill. Ensure mats and equipment are in good condition and proper position prior to each use and discontinue use immediately if you have any concerns about the condition. Use of this equipment without proper supervision is dangerous and should not be undertaken or permitted.

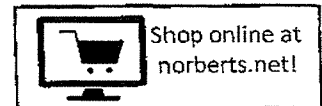
FREIGHT DAMAGE: Thoroughly inspect all shipments upon arrival. Recipient will be responsible for damages/shortages not noted on delivery receipt and reported immediately. Individual packages must be opened and carefully inspected. Concealed damage must be reported within 48 HOURS or claim will be denied. Save all packaging if damage is found.

RETURNS: Return authorization must be requested within 7 days of delivery. Only new/unused goods will be accepted. Customized items cannot be returned. Return shipping is customer's responsibility and shipping costs will not be refunded. A 15% restocking fee will apply on returns.

SALES TAX: If you purchased a taxable item and were not charged sales tax, you may be obligated to pay use tax to the state where the item is used. If sales tax was charged, then use tax is not due.

SUBTOTAL
FREIGHT
SALES TAX
APPLIED
<hr/>
BALANCE
All money due in US Dollars

Thank you for your business!





Norbert's Athletic Products, Inc.
 354 W. Gardena Blvd.
 Gardena, CA 90248
 (310) 830-6672
 accounting@norberts.net

Quote # gym
 Date 7/17/20
 Terms Prepaid
 Due On 7/17/20

Bill To:

Incline Village Parks & Rec
 Attn Tim Kelly - Sport Supervisor
 980 Village Way
 Incline Village, NV 89451

Ship To:

Incline Village Parks & Rec
 Attn Tim Kelly - Sport Supervisor
 980 Village Way
 Incline Village, NV 89451
 USA

tek2@ivgid.org

SALES REP	CUSTOMER PO #	SHIP VIA	SHIP DATE	PG.
Loren Dill	gym	Best Way		3

ITEM NO.	DESCRIPTION	QTY.	PRICE	EXTENDED
IMPORTANT: Cutting or altering the rolls in any way voids the manufacturer's warranty. Returns or exchanges will only be considered for unaltered rolls.				
Special	Special Tumble Track Air Floor 10m	2		
GF-824	20" x 20" x 28" Octagon Tumbler	1	\$192.00	\$192.00
GF-825	25" x 25" x 30" Octagon Tumbler	1	\$259.00	\$259.00
GF-912	Half of 18" x 52" Donut	2	\$429.00	\$858.00
G-880	4 Section Trapezoid, 48"L x 36"W x 48"H Rainbow colors unless otherwise specified	1	\$1,250.00	\$1,250.00
NS-106	Sticky Ninja Stars, Set of 6	1	\$36.00	\$36.00
RB-100R	Ninja Course Rumbler, Set of 4 RAINBOW	1	\$70.00	\$70.00
GF-150	Hopspots, dozen	1	\$62.00	\$62.00
GF-160	Poly Frogs, Set of 6	1	\$50.00	\$50.00
GF-161	Poly Sharks, set of 6	1	\$54.00	\$54.00
SBS-413	4" wide x 8' long Sticky Beam Strip, set of 13	1	\$150.00	\$150.00

IMPORTANT INFORMATION - PLEASE READ

WARNING! A possibility of serious injury, including paralysis or death, is inherent in any activity involving motion or height. No matting or equipment can completely eliminate the possibility of injury. Items must be used with proper mats, spotting equipment and qualified instructors for each activity or skill. Ensure mats and equipment are in good condition and proper position prior to each use and discontinue use immediately if you have any concerns about the condition. Use of this equipment without proper supervision is dangerous and should not be undertaken or permitted.

FREIGHT DAMAGE: Thoroughly inspect all shipments upon arrival. Recipient will be responsible for damages/shortages not noted on delivery receipt and reported immediately. Individual packages must be opened and carefully inspected. Concealed damage must be reported within 48 HOURS or claim will be denied. Save all packaging if damage is found.

RETURNS: Return authorization must be requested within 7 days of delivery. Only new/unused goods will be accepted. Customized items cannot be returned. Return shipping is customer's responsibility and shipping costs will not be refunded. A 15% restocking fee will apply on returns.

SALES TAX: If you purchased a taxable item and were not charged sales tax, you may be obligated to pay use tax to the state where the item is used. If sales tax was charged, then use tax is not due.

SUBTOTAL	\$19,026.00
FREIGHT	\$1,150.00
SALES TAX	\$0.00
APPLIED	\$0.00
BALANCE	\$20,176.00
All money due in US Dollars	

Thank you for your business!



MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winqest
General Manager

FROM: Mike Gove
Director of Information Services and Technology

SUBJECT: Review, discuss and possibly approve an item for the 2020/21 Fiscal Year allowing the District to enter into an agreement for RTP|ONE – Capstone Database Integration, Active Gateway Services and ACM ONE|Store software licensing for 2020/21; Project – Fund: Ski; Project: 3499CE1909; Vendor: Active Network in the amount of \$160,000

STRATEGIC PLAN: Long Range Principle #4 - Service

DATE: August 12, 2020

I. RECOMMENDATION

That the Board of Trustees make a motion to authorize Staff to enter into an agreement with Active Networks for RTP|ONE – Capstone Database Integration, Active Gateway Services and ACM ONE|Store software licensing and implementation for Diamond Peak Ski Resort, for a total amount of \$160,000.

II. STRATEGIC PLAN REFERENCE(S)

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

- Provide well defined customer centric service levels consistent with community expectations.
- Apply Performance Management to meet or exceed established venue customer service levels.
- Utilize best practice standards for delivery of services.

- Commit to evaluate customer loyalty/satisfaction to demonstrate the value of results.

III. **BACKGROUND**

Diamond Peak installed RTP|ONE resort management/point-of-sale software during the 2015-16 ski season, and has since found the built in E-Commerce solution to be lacking in modern functionality. Staff began to search for a solution that would extend the functionality of RTP|ONE in several important ways including:

- A mobile-optimized/responsive experience for customers on mobile devices/smartphones and tablets.
- The capability to discount online products for IVGID Picture Pass Holders based on current resident status.
- The ability to sell products with inventory pools (e.g. lesson packages).
- The ability to collect customer data at the time of sale, thus increasing the conversion rate of the online store and expediting check-in for guests at the resort.
- The ability to have a “touchless interaction” at the time of sale.

Implementing a modern E-Commerce solution that integrates with the RTP|ONE database will help Diamond Peak to promote the best online experience possible for residents and guests, while enhancing the resort’s ability to capture guest contact data, and will increase overall and incremental E-Commerce revenue.

In considering an E-commerce solution, Staff generated a list of needed improvements.

Staff Identified needs for enhanced E-Commerce solution:

- Mobile-optimized/responsive design of E-Commerce store providing intuitive experience for customers on mobile devices/smartphones and tablets.
- Ability to sell products with inventory pools online (e.g. lesson packages, event registrations).
- Ability to collect customer data at the time of an online purchase.
- Ability to utilize tokenized credit card processing solution that is compatible with RTP|ONE POS system.
- Ability to accept RTP|ONE voucher payments, gift card payments and stored value payments in online store.

- Capability to discount online products for IVGID Picture Pass Holders based on current resident status with future development.

In evaluating potential software solutions, Staff had previously chose a third party integration with RTP by Aspenware that allowed for a functional E-commerce upgrade. Shortly after presenting the previous memorandum for budget approval, Staff was made aware of an intent from RTP to move forward with an in-house developed API and E-commerce platform. At that time, Staff took the opportunity to pause and allow RTP to provide a proposal for this.

Active Network System Proposal and Elements

ACM ONE|Store as the E-Commerce Foundation

ACM ONE|Store will be the foundation of the Diamond Peak E-Commerce store and will be configured to meet specific Diamond Peak and ski industry requirements. Related considerations and requirements include:

- Limit dual product management – As RTP will remain the onsite POS, fulfillment system, and primary reporting tool, it will remain the “master” for products.
- Fulfillment will take place natively in RTP
- RTP will continue to be used to manage orders and customers for day-to-day operations.

Active Gateway Services

Active Gateway Services is the API layer that will allow other software systems to communicate in real time with the RTP database and software. This will begin to open the door for the district to consolidate its POS software in to one back end accounting and reporting system. This will also provide the basis for resident data to be propagated throughout the district’s other software systems.

RTP|One – Capstone Database Integration

The Capstone database and software serves as the District’s parcel master. The software was proprietarily written for the purposes of managing the intricacies of the district and its relationship with Ordinance 7. Integrating Capstone as the master of record for resident data will allow the native usage of punch cards as well as resident pass holder validation.

Review, discuss and possibly approve an item for the 2020/21 Fiscal Year allowing the District to enter into an agreement for RTP|ONE – Capstone Database Integration, Active Gateway Services and ACM ONE|Store software licensing for 2020/21; Project – Fund: Ski; Project: 3499CE1909; Vendor: Active Network in the amount of \$160,000

Payment Integration

Several payment methods in addition to Credit Cards are supported in the ACM ONE|Store. Revenue recognition will still occur in RTP allowing a seamless accounting and reporting process.

Additional RTP payment methods:

- Voucher Payments: Support for RTP Payment Value voucher payments.
- Gift Card Payments: Support for RTP Gift Card payments.
- Stored Value Payments: Support for RTP Stored Value payments.
- IVGID Punch Card Payments: Support for IVGID punch card payments.

IV. BID RESULTS

The proposed purchase is exempt from competitive bidding requirements under NRS 332.115 and is a sole source purchase for software for computers and hardware and associated peripheral equipment. Therefore, Staff did not seek competitive bids. Although a formal RFP was not presented, Staff did extensive research on viable software providers that could provide the functionality desired for Diamond Peak’s E-Commerce system while integrating with the resort’s RTP|ONE point of sale system.

V. FINANCIAL IMPACT AND BUDGET

The total quoted price for licensing, implementation and first year of maintenance is \$160,000. See below breakdown of costs:

One Time Expense:

ACM ONE Store License –	\$50,000
ACM ONE Store Implementation –	\$10,000
Active Gateway Services API License –	\$50,000
RTP One - Capstone Database Integration –	\$24,000

Year over Year Hosting/Support:

ACM One Store –	\$10,000
Capstone Integration Maintenance –	\$6,000
Active Gateway Services API –	\$10,000

A total of \$202,000 is included in the approved 2019/2020 District Capital Improvement Budget for E-Commerce/middleware software (Project # 3499CE1909).

Review, discuss and possibly approve an item for the 2020/21 Fiscal Year allowing the District to enter into an agreement for RTP|ONE-- Capstone Database Integration, Active Gateway Services and ACM ONE|Store software licensing for 2020/21; Project – Fund: Ski; Project: 3499CE1909; Vendor: Active Network in the amount of \$160,000

-5-

August 12, 2020

V. ALTERNATIVE

Not authorize the proposed software licensing agreement with Active Network. Diamond Peak would continue to sell a limited range of products via the RTP eStore E-Commerce platform currently in use. Online sales of these products will continue to take place with a non-responsive, non-mobile-friendly eStore, leading to lost revenue and missed opportunities to capture customer data.

VI. COMMENTS

District Staff is also encouraging the Board to consider the affect that the COVID-19 pandemic could have on the ski industry and understand should the industry move towards an entirely touchless customer interaction for ticket sales, having a robust and simple to use web store for guest sales will be critical.

In regards to the attached Project Summary Data Sheet, upon Board approval there will be an amendment made that will reflect the change in quoted costs moving from the previously proposed and budgeted Aspenware offering to the currently proposed Active Network solution as well as a small update to the Project Justification that will better describe the proposed solution.



Project Summary

Project Number:	3499CE1909
Title:	Ecommerce / Middleware Software
Project Type:	G - Equipment & Software
Division:	99 - General Administration - Ski
Budget Year:	2020
Finance Option:	
Asset Type:	CE - Communications Equipment
Active:	Yes

Project Description			
Ecommerce/Middleware software for Diamond Peak and other District recreation venues. IVGID is looking for an ecommerce and middleware vendor to provide an ecommerce platform for Diamond Peak and other District venues that includes current best practices in ecommerce functionality and integrates robustly with the District's venue management platforms.			
Project Internal Staff			
Information Technology / Marketing			
Project Justification			
Diamond Peak installed RTP ONE resort management software during the 2015-16 ski season, and has since found the included RTP eStore ecommerce platform lacking in several vital features required to successfully sell products online. Specifically: a mobile-optimized/responsive experience for customers on mobile devices, the capability to discount products for residents based on current resident status, and the ability to successfully sell products with inventory pools (e.g. lesson packages).			
Implementing a modern ecommerce, solution that integrates with the RTP ONE database will help Diamond Peak to promote the best online experience possible for each guest, will enhance the resort's ability to capture guest contact data, and will increase overall and incremental ecommerce revenue.			
In choosing an ecommerce platform, the District will implement a solution that also provides robust and adaptable middleware connectivity and data integration between the RTP ONE database and the District's other venue and resident management systems such as Vermont Systems, Capstone and Parcel Master, allowing for a seamless resident experience at the District's recreation venues.			
The district was quoted two license options, one at \$75,000 per year with a \$32,000 implementation fee and the second as a perpetual license for \$170,000 with a \$32,000 implementation fee. It is believed the district will benefit from having this solution for longer than the 2.26 years it would take to pay off the yearly license.			
Forecast			
Budget Year	Total Expense	Total Revenue	Difference
2020			
Implementation / Design Cost	32,000	0	32,000
Perpetual License	170,000	0	170,000
Year Total	202,000	0	202,000
	202,000	0	202,000
Year Identified	Start Date	Est. Completion Date	Manager
2019	Jul 15, 2019	Oct 1, 2019	IT Analyst
			Project Partner



Active Network Statement of Work No. 1

RTP|One – Capstone Database Integration
Active Gateway Services
ACM ONE|Store

Incline Village General Improvement District (IVGID)

March 13, 2020

For the avoidance of doubt, all deliverables, efforts, code, documentation, features, and functionality produced under this Statement of Work No. 1 ("SOW 1") shall be "Professional Services" as that term is defined in the Technology Point of Sale License Agreement dated April 30, 2015 (the "Agreement") between Active Network, LLC, and Incline Village General Improvement District ("Client"), each a "party" and collectively the "parties" to the Agreement, and this SOW 1 will be incorporated into, and is subject to, the Agreement.

PROJECT OVERVIEW

Involves the planning, design, delivery, user testing, and deployment required for the following Professional Services:

- RTP|One Database integration with Capstone Database as outlined in the Milestones section of this Statement of Work ("ACTIVE Services - Custom Development").
- Implementation of the ACM ONE|Store commerce platform for online reservations (integrated to RTP database) ("RTP|ONE - Professional Services").
- Implementation of the Active Gateway Services platform ("ACTIVE Services – Other").

PHASES

The following phases apply to each milestone.

- **Plan:** Establish project roles, stakeholders, and timeline. Deliver schedule to client.
- **Design:** Review and finalize requirements prior to development. Deliver design to client, receive signoff.
- **Code Delivery:** Complete development, QA signoff, deliver completed code to UAT.
- **User Testing:** Install code in a trainer environment and execute test plan. Client signoff.
- **Deployment:** Deploy code to production environment.

TASKS

- **Plan**
 - Active will:
 - Guide a planning conversation to establish project roles, stakeholders, and tasks
 - Deliver a project schedule
 - Your organization will:
 - Create a user test plan with test cases specific to your organization and the development detailed in this statement of work.
 - Assign resources to the project in accordance with the project schedule
- **Design**
 - Active will provide development specifications which outlines the final feature set.
 - The development specifications related to this statement of work are outlined below in the **Milestones** section.
 - Your organization will provide sign off on the feature set.
- **Code Delivery**
 - Active will:
 - Provide the updated code to your organization via a secure file sharing program.
- **User Testing**
 - Active will:
 - Provide guidance to install the code in a test environment
 - Perform baseline functional testing
 - Deliver and test code revisions if required
 - Your organization will:
 - Provide a test environment
 - Execute the test plan

- Provide feedback on any in scope defects
 - Provide sign off on testing
- **Deployment:**
 - Upon confirming successful testing, Active will guide the code installation in your organization's production environment.

MILESTONES

Milestone 1: Code Release – Direct Integration of the RTP|ONE and Capstone Database.

- **Summary:** Incline Village uses a SQL based database, referred to as Capstone, to manage customer data of residents that live within the district. Incline Village uses RTP|ONE for multiple POS locations and to manage customer data of residents and guests, which is also based from a SQL database.
 - RTP Database
 - Microsoft SQL Server 2012 (SP1) - 11.0.3128.0 (X64)
 - 104,278 IP Codes (Customers)
 - Back-up size: 129.93 GB (to be confirmed with customer)
 - Capstone Database
 - Microsoft SQL Server 2008 R2 (RTM) - 10.50.1617.0 (X64)
 - 89,285 Guests (Customers)
 - Back-up size: 2.7 GB
- **Current Functionality:** The Capstone SQL database and the RTP|ONE SQL database do not communicate.
- **Deliverables:** As a part of this SOW, Active will perform the following tasks:

Task Number	Task Name	Description
1	Capstone Data Analysis	<ul style="list-style-type: none"> • Get physical access (or via screen share) of Capstone database • Identify Capstone Entities for integration • Interrogate capstone to determine balance tracking methodologies • Ensure connectivity to RTP database
2	RTP Entity Mapping	<ul style="list-style-type: none"> • Data Map Capstone data elements to RTP Entities
3	Capstone Data Modification Tracking - Balances	<ul style="list-style-type: none"> • Determine best methodology available to monitor changes to the Capstone Pass balances • Create change logging processes and RTP Data integration scripts
4	RTP Data Modification tracking	<ul style="list-style-type: none"> • Identify RTP Balance tracking entities • Determine best Data modification tracing process

		<ul style="list-style-type: none"> • Create change log processor and Capstone Integration scripts
5	Capstone Picture Pass Membership Eligibility process	<ul style="list-style-type: none"> • Gather rules to determine Picture Pass eligible and ineligible capstone members • Translate rules to Database process • Create periodic process that finds eligible and ineligible customers and update RTP membership flags as defined in the General Program Profile and Comment Profile in RTP
6	QA and Customer UAT testing	<ul style="list-style-type: none"> • AW/UAT time for testing integration processes <ul style="list-style-type: none"> ○ Force Picture pass members into ineligibly and run scheduled process. Then Force back and re-run ○ Enact changes to Capstone Balances to mimic non-RTP system changes and ensure RTP updated ○ Enact Changes to RTP balances and ensure Capstone values are updated
7	Go Live planning	<ul style="list-style-type: none"> • Determine methodology to deploy changes as backend modifications will be made • Possible Data Capture change cleanup process needed • RTP backward compatibility assurance
8	Central Discount Lookup in RTP	<ul style="list-style-type: none"> • Deploy updated stored procedure to RTP Test DB • Test updated procedure in RTP Test environment • Provide training on administration and configuration of Central Discount Lookup <p>Deploy updated stored procedure to RTP Live DB</p>
9	Develop SQL Script for Comment Profile Bulk Updates	<ul style="list-style-type: none"> • Write SQL Script to 'bulk update' defined customer records in RTP DB to include a Comment Profile indicating 'active' Capstone Member Status. • Test SQL script in RTP Test DB • Provide training on execution/use of SQL script <p>Use SQL script in RTP Live DB</p>
10	Project Management	

Milestone 2: Code Release: Active Gateway Services

- **Summary:** Active Gateway Services involve the implementation of a new API set. The Active Gateway Services will provide connection to the new ecommerce platform, ACM ONE|Store. This will involve an upgrade of RTP, from the current version of 2016.1.1.33* to 2020.1.0. (*Version number subject to change).
 - **System Requirements:**
 - Windows Server 2019
 - SQL Server 2016
 - RTP Version 2020.1.0
 - Can run on existing RTP Application Server
 - Refer to RTP|ONE Hardware and Software Compatibility Guide for detailed information on updated requirements.

- **Current Functionality:** There is no current functionality, this will be a new product and new implementation.
- **Deliverables:**
 - Implementation of Active Gateway Services that will allow the ACM ONE|Store to operate
 - Installer package will be deployed to Incline Village RTP system
 - As a part of this SOW, Active will perform the following tasks:

Task Number	Task Name	Description
1	Installation	<ul style="list-style-type: none"> • Active will implement API product on test environment (if applicable) and deployment to live environment
2	Test	<ul style="list-style-type: none"> • Active will test API product to ensure communication with RTP database is correct
3	Training	<ul style="list-style-type: none"> • Active will providing training on administration of product
4	Live Deployment	<ul style="list-style-type: none"> • Active will provide remote support of API transition to live RTP database

Milestone 3: Code Release: Active ACM ONE|Store

- **Summary:** ACM ONE|Store involves the implementation of the new ecommerce platform. An additional GL export may need to be created to meet financial reporting requirements of IVGID. The creation of the new GL report does not fall within the scope of this project as define as of 3.9.2020.
 - **System Requirements:**
 - RTP Version 2020.1.0
 - Payment processing via Active Merchant Services
 - Browser requirements:
 - **Visitor Browser:** The following requirements are for clients who are viewing a site created with ACM:
 - Specifications: Web Browser All commercially available browsers
 - Note: The compatibility of your website depends on the HTML/CSS/JavaScript code used in the templates. Internet Explorer 8 and 9 are no longer supported in view mode. Compatibility Mode in Internet Explorer is not supported.
 - Browser Scripting Languages JavaScript must be enabled
 - **Admin Browser:** The following requirements are for users who will be creating or managing content on the site or who are administering the application:
 - Specifications: Web Browser • Microsoft Internet Explorer • Microsoft Edge • Mozilla Firefox latest version (PC and Mac) • Google Chrome (PC and Mac)
 - Browser Scripting Languages JavaScript must be enabled Cookie Support Session cookies required for authenticated users
- **Current Functionality:** There is no current functionality, this will be a new product and new implementation.

- **Deliverables:**

- Implementation of Active ACM ONE|Store, including but not limited to the following functionality:
 - IVGID Resident Authentication with Capstone Database
 - Attribute-based product selection
 - Product availability:
 - Tickets
 - Passes
 - Lessons
 - Activities
 - Rentals
 - Retail
 - Vouchers
 - Inventory pool-based products
 - Online digital waivers & release of liability for
 - Passes
 - Group Lessons
 - Private Lessons
 - Rentals
 - Special events
 - Payment types
 - Credit
 - Stored Value
 - Gift Cards
 - Vouchers
 - Discount code support
 - Upsell functionality/recommendations (logic based)
 - Optional product add-ons
 - Pricing based on sales channels
 - Ability to link directly to specific products, product categories, etc. with persistent URLs
 - Support of Google Analytics and Google Tag Manager
 - Responsive design & mobile-optimized including but not limited to smart phones, tablets, and desktops.
 - Customer account management
 - Customer lookup functionality
 - Guest Information collection
 - Email confirmation
 - Forgot password functionality
 - Duplicate account reduction
 - Photo upload
 - Add household members/relationship management
 - Child registration profile
 - Ticket/pass reload
 - Confirmation emails with barcodes for redemption of products at ticket windows
- Future functionality may include but not limited to:
 - Dynamic pricing
 - Loyalty (RTP and/or 3rd party) point redemption as payment method

- F&B purchase availability
- Dynamic Confirmation Letters
- ACM ONE|Store will be hosted by Active Network
- As a part of this SOW, Active will perform the following tasks:

Task Number	Task Name	Description
1	Installation	<ul style="list-style-type: none"> • Active will configure ACM ONE Store • Active will review RTP ONE product configuration
2	Test	<ul style="list-style-type: none"> • Active will test ONE Store to ensure proper communication with IVGID RTP database
3	Training	<ul style="list-style-type: none"> • Active will providing training on administration of product
4	Live Deployment	<ul style="list-style-type: none"> • Active will provide remote support of ONE store launch

PAYMENT TERMS

Compensation will be paid to Active for the services provided under this Statement of Work in accordance with the Quote Number: 00114618 (the "Schedule") and payment terms as further described in Section 4 of the Agreement.

- 40% of the total fees of all Services in the Schedule will be invoiced at the execution of SOW 1 (\$13,600)
- 30% of the total fees of all Services in the Schedule will be invoiced at installation of Milestone 2 (\$10,200)
- The remaining 30% of the total fees of all Services in the Schedule will be invoiced at live implementation of Milestone 3 (\$10,200)
- 100% of the total fees for all Maintenance in the Schedule will be invoiced at the live deployment of Milestone #1 (\$6,000)

ASSUMPTIONS

- Your representative is empowered to represent the interests of your home and redemption organizations and can make configuration decisions as they pertain to your RTP instances.
- Your representative will have access to RTP, your server environment(s), internet, phone, and able to install and use Microsoft Teams software to participate in remote desktop sharing if required
- Your organization will provide remote access to your RTP environment to Active if required.
- Your organization will perform work associated with each task within the allocated timeframe. Missed deadlines will result in rescheduling services at additional cost to your organization.
- Your organization has an instance of RTP in a test environment which mirrors the configuration of your production environment and can be used for testing.

- Your organization will perform work associated with each task within the allocated timeframe. Missed deadlines will result in rescheduling services at additional cost to your organization.
- The scope of this project is limited to this Statement of Work. Newly identified tasks will impact the estimate and project timeline and will require a formal change request.
- The scope of this project for the Capstone-RTP Database Integration includes bi-directional updating of certain customer profiles of customer records that already exist in RTP. The scope does not include the creation of new customer profiles or customer records in RTP when a new member record is created in Capstone. The customer profile and/or customer record must already exist in RTP.
- The scope of this project for ACM ONE|Store is limited to store deployment and assumes that your organization will perform all content management, coordinate the product offering, and ensure that messaging on the store is appropriate for the product offering.
- Your organization is responsible for managing and updating the SSL certificate(s) required by the Active Gateway Services.
- Approval of this statement of work confirms the development specifications outlined for this project.
- Integration of 3rd parties to RTP assumes 3rd party meets published API standards
- A change or failure of any of these Assumptions to occur may result in delayed completion of any milestone and may result in a subsequent Statement of Work being entered into by the parties.
- This SOW 1 is based on Active's understanding of Client's project requirements (discovery discussions to date). Project scope is subject to change based on additional discovery throughout the project.
- Product names subject to change.

CHANGE REQUESTS

- Any changes to project budget, timeline, or scope of services requires a formal change request which includes a new quote and statement of work.

CONSTRAINTS

The professional services are bound to the following constraints:

- All services will be conducted remotely.
- All services will be conducted between 7am to 5pm PST, Monday-Friday, excluding North American holidays.
- All functionality not expressly documented in this SOW is out of scope.
- All report modifications not expressly documented in this SOW are out of scope.
- All hardware not expressly documented in this SOW are out of scope and unsupported.

APPENDIX A: ACCEPTANCE CERTIFICATE

Active will use the following acceptance certificate to confirm acceptance of each project milestone.

Acceptance Certificate



Client: _____

Submitted By: _____

Project Name: _____

Submission Date: _____

Milestone/Deliverable: _____

Acceptance Date: _____

Acceptance Signature: _____

Accept

Reject for Cause

Reason for Rejection, if Applicable

Comments

Acceptance Management

Per the Statement of Work, the milestone/deliverable listed above will be considered accepted if the CLIENT approver does not accept or reject the deliverable or service within three (3) business days.

Authorizations

By signing below, I acknowledge that the above referenced deliverable and/or milestone has been reviewed and passes the acceptance criteria.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

ACTIVE NETWORK, LLC

By: _____

Name: _____

Title: _____

Date: _____

**AMENDMENT #1
TO THE AGREEMENT**

This Amendment No. 1 (this "**Amendment**") is made effective as of _____ (the "**Amendment 1 Effective Date**") by and between Incline Village General Improvement District ("**Client**") and Active Network, LLC ("**Active**") and amends that certain Technology Point of Sale License Agreement, dated as of April 30, 2015, (the "**Agreement**") entered into by the Parties. Client and Active are also individually referenced herein as a "Party" and collectively as the "Parties." Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

NOW THEREFORE in consideration of the mutual covenants, recitals and promises contained in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each Party, the Parties hereto hereby agree as follows:

1. **Changes to the Agreement.**

- A. Schedule 00060193 to the Agreement will be deleted in its entirety and replaced with Schedule 00114619 attached hereto.

2. **Full Force and Effect.** Except as expressly modified herein, the Agreement remains in full force and effect. All references in the Agreement to "this Agreement," "hereto," "hereof," "hereunder" or words of like import referring to the Agreement shall mean the Agreement as amended by this Amendment. In the event any of the terms and conditions of the Agreement conflict with the terms and conditions of this Amendment, the terms and conditions of this Amendment shall prevail only as to the subject matter expressly stated herein.

3. **Counterparts.** This Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document, binding against each of the Parties. To the maximum extent permitted by law or by any applicable governmental authority, this Amendment may be transmitted by facsimile, electronic mail (including pdf) or other transmission method with the same validity as if it were an ink-signed document and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment 1 as of the Amendment 1 Effective Date.

Active Network, LLC
by its authorized signatory

Incline Village General Improvement District
by its authorized signatory

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Schedule

Company Address 717 North Harwood Drive, Suite 2500
 Dallas, TX 75201
 US

Created Date 3/13/2020
 Quote Number 00114618
 Currency USD

Prepared By Andy Vanica
 Email andy.vanica@activenetwork.com

Contact Name Mike Gove
 Phone (775) 832-1217
 Email mag@ivgid.org

Bill To Name Incline Village General Improvement District
 Bill To Contact Mike Gove
 Bill To Address 893 Southwood Blvd
 Incline Village, NV 89451 United States

Ship To Contact Mike Gove
 Ship To Address 893 Southwood Blvd
 Incline Village, NV 89451 United States

Product	Product Type	Quantity	Sales Price	Total Price
ACTIVE Services - Custom Development – Capstone Integration	Service	1	24,000.00	24,000.00
ACTIVE Development – Maintenance for Capstone Integration	Maintenance	1	6,000.00	6,000.00
RTP ONE - Professional Services – Implementation ACM Store	Service	1	10,000.00	10,000.00
Payment terms – as detailed in Payment Terms of SOW #1				
Total Price				USD 40,000.00
Service Total	USD 34,000.00	Annual Projected Contract Value	USD 6,000.00	

All fees described herein are in consideration of the Software and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agree not to impose such a surcharge on any End User. The payment options we offer may include MasterCard, Visa, American Express and Discover.

*Sales tax and shipping not included in total price. Sales tax and shipping, where applicable, will be added to your invoice.

Quote Acceptance Information

Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____
 PO# (if applicable): _____



Schedule

Company Address 717 North Harwood Drive, Suite 2500
 Dallas, TX 75201
 US

Created Date 3/13/2020
 Quote Number 00114619
 Currency USD

Prepared By Andy Vanica
 Email andy.vanica@activenetwork.com

Contact Name Mike Gove
 Phone (775) 832-1217
 Email mag@ivqid.org

Bill To Name Incline Village General Improvement District
 Bill To Contact Mike Gove
 Bill To Address 893 Southwood Blvd
 Incline Village, NV 89451 United States

Ship To Contact Mike Gove
 Ship To Address 893 Southwood Blvd
 Incline Village, NV 89451 United States

Product	Product Type	Description	Quantity	Sales Price	Total Price
ACM One Store	Software	Enables commerce transactions in RTP	1	50,000.00	50,000.00
Active Gateway Services	Software	API locally installed on RTP database to enable ACM One Store	1	50,000.00	50,000.00
ACM One Store – Maintenance	Maintenance	Annual maintenance for One store	1	10,000.00	10,000.00
Active Gateway Services – Maintenance	Maintenance	Annual maintenance for AGS	1	10,000.00	10,000.00
Payment Terms		100% of software will be invoiced on September 1, 2020 100% of the maintenance will be invoiced on September 1, 2020			

Total Price USD 120,000.00

Software Total 100,000.00 Maintenance Total 20,000.00

Annual Projected Contract Value USD 20,000.00

All fees described herein are in consideration of the Software and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agree not to impose such a surcharge on any End User. The payment options we offer may include MasterCard, Visa, American Express and Discover.

*Sales tax and shipping not included in total price. Sales tax and shipping, where applicable, will be added to your invoice.

Quote Acceptance Information

Signature: _____

Printed Name: _____

Title: _____



Schedule

Date: _____

PO# (if applicable): _____

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winqest
District General Manager

FROM: Nathan Chorey, P.E.
Engineering Manager

SUBJECT: Review, discuss and possibly approve a Schematic Design Services Contract for the Burnt Cedar Swimming Pool Improvement Project – Fund: Beaches; Project 3970BD2601. Vendor: TSK Architects in the amount of \$60,013

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

DATE: August 19, 2020

I. RECOMMENDATION

That the Board of Trustees makes a motion to:

1. Authorize a Schematic Design Services Contract for the Burnt Cedar Swimming Pool Improvement Project – Fund: Beaches; Project 3970BD2601; Vendor: Vendor: TSK Architects in the amount of \$60,013.
2. Authorize Staff to execute the contract documents.

II. DISTRICT STRATEGIC PLAN

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

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

III. BACKGROUND

At the August 12, 2020 Board of Trustees meeting, the Board of Trustees selected a preferred conceptual design option and authorized Staff to solicit a proposal for design services for the Burnt Cedar Swimming Pool Improvement Project.

The schematic design services scope of work will refine the design and develop drawings based on the topographic site plan which has been contracted for separately. Additionally,

design and permitting narratives will be provided to inform the cost estimating process. The scope of work follows this memorandum.

The TSK Architect Design Team completed the predesign work and completed the work to the District's satisfaction. The proposed scope of work also includes preparation of a colored rendering to illustrate the proposed improvements. Staff intends on presenting the schematic design package and cost estimates at a future Board Meeting. The cost estimates will be prepared by the Construction Manager-at-Risk (CMAR) or third party cost estimating firm depending on the selected project delivery method.

IV. BID RESULTS

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

Additionally, per NRS 625.530, selection of a professional engineer or registered architect to perform work on public works projects (where the complete project costs exceed \$35,000) is to be made solely on the basis of the competence and qualifications of the engineer or architect and not on the basis of competitive fees.

V. FINANCIAL IMPACT AND BUDGET

The 2020-2021 CIP budget includes the Burnt Cedar Swimming Pool Improvements, data sheet attached. A budget of \$225,000 is allocated for design phase services. The schematic design services scope of work being considered is for \$60,013.

On May 20, 2020 IVGID entered in to an agreement with TSK Architects to provide a Phase 1 – Public Outreach, Concept Design, and Cost Estimate for a total fee amount of \$32,200

On August 14, 2020 IVGID entered in to an agreement with Resource Concepts, Inc to provide a topographic survey for a total fee amount of \$5,900.

VI. ALTERNATIVES

None proposed.

VII. BUSINESS IMPACT

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



Project Summary

Project Number:	3970BD2601
Title:	Burnt Cedar Swimming Pool Improvements
Project Type:	D - Capital Improvement - Existing Facilities
Division:	70 - Beach Aquatics
Budget Year:	2021
Finance Options:	
Asset Type:	BD - Buildings & Structures
Active:	Yes

Project Description				
<p>The Burnt Cedar Swimming Pool and Toddler pool fiberglass surfaces require periodic replacement. Over time, discoloration, cracking and surface failure will create health and safety impacts to continued use of the pools. Breakdown of the pool surface will allow materials to cloud the water and make it unsanitary and cloudy water will not meet health dept safety code requirements. It has been determined the pool has reached the end of its service life. This project is for full swimming and toddler pool replacement, associated mechanical systems improvements, and pool deck replacement.</p> <p>A consultant will be selected to complete an alternative layout analysis and evaluate existing mechanical systems. Consideration will be given to reducing the maximum depth of the pool, providing a zero-entry pool edge for improved ADA access, maintaining a water slide, and a second toddler pool or splash pad.</p>				
Project Internal Staff				
<p>Engineering will manage the project. The Director of Parks and Recreation will determine the needs for the project and coordinate project timing because the pool will need to be out of service during the summer season to complete the work.</p> <p>A community interest committee will be convened by the General Manager.</p>				
Project Justification				
<p>This project will reconstruct the swimming and toddler pool, mechanical equipment and pool deck. The cost estimate is a placeholder at this time because the exact scope of work has not been identified for the replacement Burnt Cedar pool facility. The General Manager will lead a community group to received input on community desires and needs for a new pool facility. It is anticipated at this time that construction will occur in the summer of 2021. The impact to the facility will be substantial during the summer operation period. Construction will require the closing of the pool facility for the whole summer or a portion of the summer.</p>				
Forecast				
Budget Year	Total Expense	Total Revenue	Difference	
2021				
Design	225,000	0	225,000	
Year Total	225,000	0	225,000	
2022				
Construction Management	225,000	0	225,000	
Construction Reserves	225,000	0	225,000	
Placeholder - Construction	2,250,000	0	2,250,000	
Year Total	2,700,000	0	2,700,000	
	2,925,000	0	2,925,000	
Year Identified	Start Date	Est. Completion Date	Manager	Project Partner
2012.	Jul 1, 2019	Jun 30, 2022	Engineering Manager	



August 20, 2020

Nathan Chorey, Engineering Manager
Incline Village General Improvement District (IVGID)
1220 Sweetwater Road
Incline Village, NV 89451
P. 775-83201372 E. npc@ivgid.org

**RE: Burnt Cedar Swimming Pool Improvement Project AE Proposal
IVGID Project Number: 3970BD2601
Phase 2 – Documentation through Construction Administration.**

Dear Mr. Chorey,

Thank you for your help with IVGID Board coordination and we are very happy to hear the project is moving forward selecting TSK and the skilled team members of Aquatics Design, Resource Concepts Inc., and Design Workshop to proceed with Phase 1 activities for the Burnt Cedar Swimming Pool Improvements located at the Burnt Cedar Park in Incline Village, Nevada. We truly recognize the importance of this project to the Lake Tahoe Community and being entrusted to manage this initial this project for the Incline Village Improvement District and Community.

We understand the project scope for Phase 2 to include:

1. Analysis of the Phase 1 Concepts Phase and working with IVGID on final design and amenity selection. New Recreation Pool in New Location of approx. 3,900 s.f., New Wading Pool in New Location of approx. 800 s.f., Associated Pool Decks and Deck Drainage. New Connecting pathway and fencing modifications as needed. Items as identified as Concept Option #1.
2. Review of the most current Civil Site Survey of the existing facilities, including pools, decks, accessible route, existing landscape, outbuildings, and parking (Public & Accessible)
3. Permitting Agency Discussions and Documentation of requirements and anticipated durations from the regulatory agencies. Including but not limited to Washoe County Building Department, Washoe County Health Department, and Tahoe Regional Planning Authority (TRPA). Determine schedule durations for agency reviews and important informational items needed.
4. Provide Schematic Design Documentation to reflect findings and recommendations from the earlier Phase 1 analysis and direction from IVGID. Provide Schematic Design on the Recreation Pool and Wading Pool, associated deck improvements and connecting path and fencing. Deliverables include:
 - a. Architectural: Site Plans – Demolition & Proposed, Narrative.
 - b. Civil: Civil Site Plan with SD Level Grading, and Demolition and Proposed Notes. Narrative.
 - c. Aquatics Design: SD Level new pools, equipment.
 - d. MPE: Line drawings and narratives on hook up requirements from Pool Equipment to existing utility infrastructure.
 - e. Landscape: SD design layouts showing added landscape design options. Narratives.
 - f. Cost Estimate Consultation with IVGID retained Independent Cost Estimator. Once IVGID has formally approved the SD Cost Estimate, the AE Team may proceed in to Design Development Tasks.

5. Provide Design Development Documentation based on IVGID Review and Recommendations from SD package.
 - a. Architectural: Refine Site Plans – Demolition & Proposed, Site Details, and Outline Project Specifications
 - b. Civil: Refined Civil Site Plan with DD Level Grading, and Demolition and Proposed Site Plan Notes. Baseline Detailing. Outline Specifications.
 - c. Aquatics Design: SD Level new pool design, equipment lists, and single line drawings. Baseline DD Pool Details.
 - d. MPE: Scaled infrastructure drawings, and details, Outline Specifications.
 - e. Landscape: DD design layouts showing selected landscape drawings, DD Level details, and Outline Specification. .
 - f. Cost Estimate Consultation with IVGID retained Independent Cost Estimator. Once IVGID has formally approved the DD Cost Estimate, the AE Team may proceed in to Construction Document Tasks.

6. Provide Construction Document Documentation based on IVGID Review and Recommendations from DD package. All Plans will be suitable for competitive bidding and permitting.
 - a. Architectural: Site Plans – Demolition & Proposed Plans with pertinent site details and notations. Provide and Coordinate Engineering Team Specifications.
 - b. Civil: Civil Site Plan with CD Level Grading, Utility, and Horizontal Control Plans. Provide details for accessibility, pathway and utility coordination. Provide project specifications.
 - c. Aquatics Design: CD Level new pool design (Recreation & Wading), Final Equipment Lists, and Utility Coordination Drawings. Project Specification for all Aquatic Components and System. Structural Detailing of pools and decking.
 - d. MPE: Final CD Level Line drawings and details for Utility connections to Pool Equipment to existing utility infrastructure. Provide MPE Specifications.
 - e. Landscape: CD Level Plans showing added landscape design details, new planning and irrigation plans. Details and Project Specifications.
 - f. Structural Engineering: Provide structural plan and details for new structural components, housekeeping pads, expanded sump pits, CMU retaining walls, and Fence Anchorage details.

Project Team:

- **TSK Architects**, 225 South Arlington Avenue, Suite A., Reno, NV, 89501 P. 775-857-2949
- **Aquatic Design Group, Inc.**, 2226 Faraday Avenue, Carlsbad, CA, 92008. P. 760-438-8400
- **Resource Concepts Inc.**, (RCI) 340 North Minnesota Street, Carson City, NV, P, 775-883-1600
- **Design Workshop**, 128 Market Street, Suite 3E, Stateline, NV 89449 P. 775-588-5929
- **MSA Engineering**, 4599 Longley Lane, Reno, NV 89502 P. 775-828-4889
- **Nelson-Wilcox Structural Engineers**, 225 South Arlington Ave., Suite B, Reno, NV 89501

Excluded Disciplines:

- Environmental Analysis and Studies.
- Traffic Engineering & Analysis
- Geotechnical Investigations & Reports
- Special Inspections & Testing
- Hazardous Materials Testing & Abatement
- Public Relations Firm (Can be added cost if so requested)
- Site Civil Survey (to be by RCI – contracted directly with IVGID)
- Cost Estimator (By IVGID retained consultant or by CMAR)

Phased Project Services Delivery: We understand that each phase of the project will require formal/written approval by IVGID to proceed in to the next phase. (SD | DD | CD | Permitting | Bidding & Construction Administration)

Project Delivery Method – We understand that IVGID will secure this project either with Traditional Design/Bid/Build delivery or with a Construction Manager at Risk delivery.

Disciplines, Fees and Schedules as follows:

1. Architectural _____ TSK

TSK architects roll is to lead the Phase 2 efforts with coordination between IVGID and Architectural/Aquatics/Engineering Team. Also, to lead the team's efforts of community meetings, Permitting Agency and establish permitting requirements and permitting schedules, assist with the Drawing and Specifications by the Team. Assist in coordination with the Cost Estimating efforts led by the Independent Cost Estimator. (And/or CMAR)

Documents & services to include:

- a. Agendas and presentations for each Community Outreach Event. Prepare summary meeting notes and distribute to IVGID and Meeting Attendees.
- b. Prepare project schedule, including tasks and milestones for the AE team to meet delilverale schedules.
- c. Prepare code compliance information sheets for accessibility and egress compliance.
- d. Prepare site demolition sheets and note items to be demolished to accommodate new construction as well as notes for protection of items to remain. Review with IVGID any items to be salvaged and document.
- e. Provide site details of new information. Fencing, Gates, etc. members.
- f. Coordinate preliminary meetings with Agencies Having Jurisdiction and ensure that code requirements are addressed before permit submittal to have a linear permitting process.
- g. Coordinate TRPA Submittal at completion of Design Development Phase. Submit applications, checklists, and other required documentation to begin the TRPA review. Manage process until final approvals are received.
- h. Coordinate with Contractor (CMAR or Traditional) as appropriate for delivery method selected.
- i. Provide combined permit package with all disciplines, coordinate submittal, and review comments.
- j. Respond to Bidders Questions and Contractor Questions during Construction Phase.
- k. Respond and direct project construction submittals and shop drawings to appropriate design consultants. Coordinate with Design Team Members to assist in providing Concept Design Options and facilitate discussions with Client Stake Holders and Community Outreach Sessions.
- l. Document comments and direction on cost estimating changes or recommended value-engineering direction.
- m. Coordinate As-Built Drawings and project closeout documentation.

**2. Aquatic Design Concept Design Services _____ Aquatics Design Group
Reference Aquatic Design Group Proposal dated August 12, 2020**

Scope of Work: Aquatic Design Group to provide consultation services as required providing Phase 2 Contract Documents.

- a. Schematic Design Documents, Design Development Documents, Construction Documents
- b. Final Construction Docs to include:
 - Architectural Drawings: Swimming pool plan views, pool longitudinal and cross sections, pool finish details, pool rail good details, pool deck plan views, pool deck domestic water and drainage details.
 - Structural Drawings: Pool Surge tank structural sections, pool surge tank reinforcement schedules, miscellaneous swimming pool structural details, and miscellaneous swimming pool desk and appurtenances structural details.

- Mechanical Drawings: Pool Piping plan, Pool Mechanical equipment piping plan, pool Mechanical Equipment sections, Pool mechanical details.
 - Electrical Drawing: Pool Underwater lighting plan, Pool single phase panel schedule, Pool Electrical Details,
 - Miscellaneous: Pool surge tank structural calculations, final format swimming pool technical specifications in CSI format, miscellaneous swimming pool deck and appurtenance details.
- c. Plan Approval, Bidding or Negotiations Phase
 - d. Construction Observation Phase.
 - e. Visits to the Project site:
 - Design Phase = (All meetings are assumed to be virtual)
 - Construction Observation = Five (5) Site Visits.
 - f. Exclusions:
 - i. Soils Testing/Engineering including finalized Geotech investigation report.
 - ii. Destructive testing of existing pool structures to confirm as-built conditions.
 - iii. Utilities design to swimming pool mechanical equipment points of connection. (Sanitary sewer, storm sewer, domestic water, natural gas, pool heater flues and combustion /air lovers. Design and specificity of heat exchangers, including hot water or steam piping and controls. Electrical Distribution including single line diagram, 3-phase conductors and motor starts, and single-phase conduit and conductors. Telephone and data communications.
 - iv. Architectural, Structural, Mechanical, HVAC and electrical design of mechanical equipment room or other building structures as required. Architectural and structural design of water slides, water slide towers or other wet play equipment and landscape design including park connector ramp retaining, fencing, planting, irrigation, site drainage, site lighting, shade structure and FF&E.
 - v. Misc. plan check and permit fees as may be required by regulatory agencies.
 - vi. TSK to provide a complete bid documents set, featuring 100% CD, specifications and addenda in half size to consultant.
 - vii. Demo plan, including tree removal and rock removal.

3. Civil Engineering RCI

Reference RCI Proposal dated August 17, 2020

- Task 1A Site Investigation (Kick off meeting, engineering site visit, and Team Meetings (2))
- Task 1B Site Assessment (Record Plan Review, Site Visit, Mapping, and Team Meetings (2))
- Task 1C Outreach & Workshops (Workshops (2), Workshop Prep, and Team Meetings (2))
- Task 1D Agency Outreach * (TRPA, WC Building & Health Coordination, and Team Meetings (2))
- Task 1E Civil Design Plans (DD Plans Site visit, 100% Plan Set (1 Rev), and Team Meetings (2))
- Task 1F Cost Estimates (Prepare Initial Cost Estimate, 1 Revision)
- Task 1G CMAR Selection (Preliminary Coordination and Meeting (if needed))

❖ Note that TRPA Coverage Calculations and Scenic Analysis will be a separate task with separate fee once the scope of the work are is defined at the completion of Schematic Design.

4. Landscape Architecture Design Workshop

Reference Design Workshop email dated August 18, 2020

- SD/ Meetings and Design
- DD – means site plan showing landscape improvements and the new walkway adjacent to the pool. Three (30) 3D perspectives showing the proposed design
- CD Planting and irrigation plans and details for landscape improvements. (Fence Details by TSK)
- Permit & Bid Stamped drawings and response to Agency Review & Bidders Comments.
- CA – Three site visits as need to review landscape improvements. Respond to RFIs

5. Structural Engineer Nelson-Wilcox Structural Engineers

Provide Structural Engineering for new CMU Screen Wall of approximately 7'-0" in height and 40 feet in length with one or two operable metal gates. Provide Structural Engineering for lower Retaining walls of approximately 36" in height and 70 feet in length. Provide base plate connection details for new security fencing. Provide analysis and details as needed for retaining wall conditions at connecting path.

Includes one (1) site visit.

Structural Scope and Fee does not include any building additions. IF expansion of the Pool Equipment Room or other Building component is required, these are to be addressed as an additional service.

**6. Mechanical Plumbing & Electrical Engineering MSA Engineering.
Reference MSA Proposal dated August 17, 2020**

- a. Mechanical Consulting Engineering Services shall include the design of an air conditioning system including unit heater, intake fan, combustion air lovers, and associated ductwork, air distribution devices and temperature control systems. MSA to perform mechanical International Energy Conservation Code calculations to verify compliance with energy conservation standards. HVAC system ductwork 16" or less shall be shown in single line format.
- b. Plumbing Consulting Engineering Services shall include domestic hot and cold water systems, waste and vent piping, natural gas piping system, and other incidental plumbing equipment materials, and piping appurtenances. MSA will design single points of connection to systems design by others including water features and pools.
- c. Electrical Consulting Engineering Services shall include the design of lighting, power services and single point connections to systems design by other including specialty lighting, pool systems, fire alarm/life safety systems, low voltage information technology and A/V systems. MSA will perform electrical International Energy Code calculations for MSA Engineering Consultants own lighting design to verify compliance with energy conservation standards. No allowance has been made to provide calculations for lighting and control system designed by others. Electrical Utility. Electrical utility systems designed relative to serving property improvements are excluded from this scope of the proposal.
- d. Services to include preparing documents using Revit Version 2020. Services shall include consultation calculations plans and specifications suitable for complete bidding and construction. Services during design phase shall include p to two (2) combined discipline local Reno, NV design coordination meetings, and two (2) combined discipline job meetings or observation to review project specific MPE systems existing conditions.
- e. Construction Phase service shall include consultation, shop drawing and submittal review and up to two (2) combed discipline job site observations. Additional meetings attended or job site observations during design and construction can be provided as an additional service and will be billed on a fixed fee basis of \$800/per visit per discipline.
- f. See MSA proposal for Additional Service criteria.
- g. Options for Plumbing and Electrical Utility Upgrades. (Not Base Services) Upgrades to plumbing utilities including new water service, sanitary sewer, and /Or gas service. Plumbing systems shall be designed to five feet beyond the building perimeter. Upgrades to electrical utilities including a new single metered outdoor electrical service. Electrical utilities shall be designed serving the utility company's secondary point of connection. MSA fee for these upgrades if required shall be considered an Optional Design Service per MSA Proposal.

A. **Work Schedule and Deliverables:** TSK and the Consultant Team will provide scaled design document package,

<u>Task</u>	<u>Start</u>	<u>Complete</u>	<u>Duration</u>
Design Kick Off Meeting	August 27		1 day
Confirmation of Programming info	August 27	Sept. 3	1 week
Schematic Design Phase	Sept. 8	Sept. 29	3 weeks
SD Owner & Budget Review	Sept. 30	Oct. 14	2 weeks
Design Development Phase	Oct. 15	Nov. 5	3 weeks
DD Owner & Budget Review	Nov. 5	Nov. 17	1.5 weeks
TRPA Permitting (DD Docs)	Nov. 6.	March 20	19 weeks
Construction Documents	Nov. 18	Dec. 23	5 weeks
Documentation Duration	Sept. 8	Dec. 23	12 weeks
Owner Review & Budget			3.5 weeks
Washoe County Permitting Phase	Jan 5 2021	April 1	12 weeks
Bidding Phase	(Dependent on Delivery Method)		
**Construction Phase	1 April 2021	1 Oct. 2021	26 weeks
**Dependent on Construction Delivery Method and Contractor Schedule.			

B. **Milestone Delivery Items:**

SD/DD/CD	Owner Review Deliverables are to be PDF Plans only. Inclusive of drawings, specifications, equipment cut sheets, etc.
Permit	Five (5) Sets Plans, Specifications, Calculations, Cut Sheets and PDF
Bidding	One Set PDF of all Plans and Specifications.
Closeout	One Set PDF Files and CAD Files based on Contractor As-Builts.

C. **Contracted Site Visits:**

	Design	Construction Admin.
TSK	2	5
ADG	(zoom)	5
RCI	2	3
DWS	2	3
MSA	2	3
NWSE	1	1

D. **Reimbursable Expenses:** Site Visits beyond the prescribed site visits as note in “C” above. Additional sets of drawings beyond the prescribed delivery items in “B” above. Reimbursable Expenses will be limited to direct costs with no mark ups. Reimbursable to include vehicle mileage, fuel, printing/plotting and items as requested by IVGID. No additional expenses shall be incurred without prior written approval from the Client. Expenses shall be for the direct cost of the items with no mark ups. These costs will be submitted monthly with invoice support information included.

Fee Schedule

Firm	Base Fee	Phase						Reimbursable Allowance	Firm Total
		SD	DD	CD	Permit	Bidding	CA		
		20%	20%	35%	5%	5%	15%		100%
TSK	100,000	20000	20000	35000	5000	5000	15000	4700	104,700
ADG	145,000	21750	43500	58000	3625	3625	14500	5500	150,500
RCI	28,790	5,758	5,758	10,074	1,200	1,200	4,800		28,790
DWS	21,900	2400	9600	5100	500	500	3800		21,900
MSA	26,100	6800	6400	6000	500	500	5900		26,100
NWSE	7,000	1400	1400	2450	350	350	1050		7,000
Subtotals	328,790	58,108	86,658	116,624	11,175	11,175	45,050	10,200	\$338,990
TSK 5% Consult Mgt.		1,905	3,333	4,081	309	309	1,503	510	\$11,950
Fee Total per Phase		\$60,013	\$89,991	\$120,705	\$11,484	\$11,484	\$46,553	\$10,710	\$350,940
		SD	DD	CD	Permit	Bidding	CA		Total Proj. Fee
MSA Options		If Upgraded Utility Services are required TBD (Water, Gas, Electric)							11900

Alternate Fees that are not Base Scope of Services Fee:

- Plumbing and Electrical Systems Design if upgrades to the existing utilities (including new water service, sanitary sewer, or electrical utilizes including a new single metered outdoor electrical service are required. \$11,900.00
- Structural Engineering Design and Documents if the existing pool mechanical equipment is required to be expanded beyond the existing room or a fenced in enclosure. If a building, addition is required additional engineering, calculations may be provided as an additional service. Cost to be determined at later phase due to unknown size.
- TRPA Coverage Calculations and Scenic Analysis Scope and Fees are not base service and will be defined at the completion of Schematic Design. Once the SD scope of work is completed, these TRPA Tasks will be presented as an Alternate Fee.

We appreciate the opportunity to continue to work with you, and the Incline Village General Improvement District Leadership on the Phase 2 Burnt Cedar Pool Project.

Please feel free to call me if you have any questions in regards to the project scope and associated fee we welcome chance to discuss further.

Sincerely,



Pat Pusich, AIA / TSK Architects

ACCEPTED AND AGREED: TSK Architects is hereby authorized to proceed with this scope of work for the fixed fee defined above.

IVGID Authorized Agent

Date

CC: Engineering Proposals for reference.

TSK ARCHITECTS

2020/2021 STANDARD BILLING RATES

(For out of contract/reimbursable work)

Senior Principal	\$275.00
Principal	\$200.00
Sr. Project Manager	\$175.00
Senior Project Architect	\$150.00
Sr. Project Designer	\$150.00
Project Manager	\$140.00
Construction Site Manager	\$125.00
Project Architect	\$120.00
Project Designer	\$110.00
Project Coordinator	\$100.00
Specifications	\$100.00
Job Captain	\$90.00
Technical Support	\$75.00
Design Support	\$75.00
Administrative Support	\$75.00

ALL TRAVEL / PER DIEM / MILEAGE TO BE REIMBURSED AT STATE RATES

Rental Vehicle	Actual Cost of Vehicle Rental, Taxes, and Fel Mileage at Standard Federal Rate
----------------	---

Printing (Plain Paper)	BW	Color
8.5 x 11	.07	.11
11 x 17	.25	.29

Plots		
11x17	1.25	3.00
17x22	2.40	15.00
24x36	5.60	36.00
30x42	7.85	52.50

1.0 INTRODUCTION

- 1.1 AQUATIC DESIGN GROUP, INC. of Carlsbad, California (hereinafter referred to as "CONSULTANT"), proposes to provide consulting design services to TATE SNYDER KIMSEY ARCHITECTS, (hereinafter referred to as "CLIENT") for the following project:

Burnt Cedar Swimming Pool Improvements – Option 1
Incline Village, Nevada

- 1.2 In conformance with the Request for Proposal dated 12 August 2020 as issued by Mr. Pat Pusich, CONSULTANT shall provide:

2.0 SCOPE OF WORK

- 2.1 CONSULTANT shall provide design and engineering services as hereinafter described for the following:

2.1.1 New Recreation Pool in New Location (approx. 3,900 SF)

2.1.2 New Wading Pool in New Location (approx. 800 SF)

2.1.3 Pool Decks and Deck Drainage

3.0 SCOPE OF SERVICES

3.1 Schematic Design Phase:

- 3.1.1 CONSULTANT shall review the program furnished by CLIENT to ascertain the requirements of the project and shall arrive at a mutual understanding of such requirements with CLIENT.
- 3.1.2 Based upon the mutually agreed upon program, schedule and construction budget requirements, CONSULTANT shall prepare, for approval by CLIENT, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of swimming pool project components. Schematic Design Phase deliverables shall include the following:
- .1 Swimming pool plan view(s).
 - .2 Swimming pool longitudinal sections.
 - .3 Swimming pool finish details.
 - .4 Swimming pool deck, deck drainage and appurtenances details.

3.1.3 CONSULTANT shall submit to CLIENT an estimate of probable construction cost based upon current area, volume, or other unit costs.

3.2 Design Development Phase:

3.2.1 Based upon the approved Schematic Design Documents and any adjustments authorized by CLIENT in the program, schedule or construction budget, CONSULTANT shall prepare, for approval by CLIENT, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to swimming pool architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. Design Development Phase deliverables shall include the following:

- .1 Swimming pool plan view(s).
- .2 Swimming pool longitudinal and cross-sections.
- .3 Swimming pool finish details.
- .4 Swimming pool rail goods details.
- .5 Outline specification in CSI format.
- .6 Swimming pool deck, deck drainage and appurtenances details.

3.2.2 CONSULTANT shall provide CLIENT with building and infrastructure requirements, including design criteria, as needed to service the swimming pool equipment, including:

- .1 Swimming pool equipment room dimensions.
- .2 Sanitary/storm sewer requirements and points of connection.
- .3 Domestic water requirements and points of connection.
- .4 Natural gas requirements and points of connection.
- .5 HVAC requirements for swimming pool equipment.
- .6 Electrical requirements and points of connection for swimming pool equipment.
- .7 Swimming pool deck, deck drainage and appurtenances details.

3.2.3 CONSULTANT shall advise CLIENT of any adjustments to the estimate of probable construction cost.

3.3 Construction Documents Phase:

3.3.1 Based upon the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by CLIENT, CONSULTANT shall prepare, for approval by CLIENT, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for construction of the swimming pool(s). Construction Documents Phase deliverables shall include the following:

.1 Architectural Drawings:

- Swimming pool plan view(s).
- Swimming pool longitudinal and cross-sections.
- Swimming pool finish details.
- Swimming pool rail goods details.
- Swimming pool deck plan views.
- Swimming pool deck domestic water and drainage details.

.2 Structural Drawings:

- Swimming pool / surge tank structural sections.
- Swimming pool / surge tank reinforcement schedules.
- Miscellaneous swimming pool structural details.
- Miscellaneous swimming pool deck and appurtenances structural details.

.3 Mechanical Drawings:

- Swimming pool piping plan.
- Swimming pool mechanical equipment piping plan.
- Swimming pool mechanical equipment sections.
- Miscellaneous swimming pool mechanical details.

.4 Electrical Drawings:

- Swimming pool underwater lighting plan.
- Swimming pool single phase panel schedule.
- Miscellaneous swimming pool electrical details.

.5 Miscellaneous:

- Swimming pool / surge tank structural calculations.
- Final form swimming pool technical specifications in CSI format.
- Miscellaneous swimming pool deck and appurtenances details.

3.3.2 CONSULTANT shall advise CLIENT of any adjustments to previous estimates of probable construction cost indicated by changes in requirements or general market conditions.

3.3.3 CONSULTANT shall assist CLIENT in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor, as it relates to the swimming pool(s).

3.4 Plan Approval, Bidding or Negotiation Phase:

3.4.1 CONSULTANT shall assist CLIENT in connection with CLIENT's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. CLIENT shall bear primary responsibility for approvals from governmental authorities having jurisdiction over the Project.

3.4.2 CONSULTANT, following CLIENT's approval of the Construction Documents and the latest estimate of probable construction cost, shall assist CLIENT in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. Services provided by CONSULTANT during this phase to include:

- .1 Assist CLIENT in preparation of addenda.
- .2 Assist CLIENT in responding to Contractor requests for clarification of the Construction Documents.
- .3 Assist CLIENT in review of bids and/or proposals in determination of lowest responsive bidder/proposer.

3.5 Construction Observation Phase:

3.5.1 CONSULTANT shall be a representative of and shall advise and consult with CLIENT: 1) during construction until final payment to the Contractor is due; and 2) as an Additional Service at CLIENT's direction from time to time during the correction period described in the Contract for Construction. CONSULTANT shall have authority to act on behalf of CLIENT only to the extent provided in

this proposal unless otherwise modified. CONSULTANT shall provide the following construction support services:

- .1 Provide clarification, as required, of construction documents and respond to contractor requests for information.
- .2 Review and approval of swimming pool-related sample and material submittals specified in Contract Documents.
- .3 Assistance with the issuance and negotiation of change orders.
- .4 Review of contractor-submitted Record Drawings for contract conformance and completeness based upon field observations.

3.5.2 CONSULTANT shall visit the site at intervals appropriate to the stage of construction or otherwise agreed by CLIENT and CONSULTANT in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations, CONSULTANT shall keep CLIENT informed of the progress and quality of the Work and shall endeavor to guard CLIENT against defects and deficiencies in the Work.

3.6 Visits to the Project Site:

3.6.1 CONSULTANT shall visit the offices of CLIENT and/or the Project Site in conformance with the following schedule:

- .1 Design Phases..... Two (2) site visits
- .2 Construction Observation Phase... Five (5) site visits

3.7 CONSULTANT's services are intended for the CLIENT's sole use and benefit and solely for the CLIENT's use on the Project. Except as agreed to in writing, CONSULTANT's services and work product shall not be used or relied on by any other person on entity, or for any purpose following substantial completion of the Project.

3.8 CONSULTANT's services shall be provided consistent with and limited to the standard of care applicable to such services, which is that CONSULTANT shall provide its services consistent with the professional

skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances.

- 3.9 CONSULTANT shall seek to comply with Building Codes applicable to the Project as is consistent with the professional standard of care and may seek and rely on the direction and input of public officials and others in doing so.
- 3.10 CONSULTANT's services shall be limited to those expressly set forth above, and CONSULTANT shall have no other obligations or responsibilities for the Project except as agreed to in writing or as provided in this Agreement.
- 3.11 This Agreement and all obligations described herein are intended for the sole benefit of the Parties and are not intended to create any third party rights or benefits.

4.0 EXCLUSIONS TO SCOPE OF SERVICES

- 4.1 CLIENT shall provide full information regarding requirements for the project, including a program which shall set forth CLIENT's design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment, systems and site requirements. Additional information that may be required by CONSULTANT as prepared by other members of the project team shall include:
 - 4.1.1 Base sheets in digital (AutoCAD .dwg) format, including, but not limited to, the following:
 - .1 Proposed drawing title block.
 - .2 Site plan illustrating proposed swimming pool location(s).
 - .3 Floor plan illustrating proposed swimming pool mechanical equipment room location.
 - 4.1.2 Soils testing/engineering, including finalized geotechnical investigation report. Note: Unusual soil conditions such as expansive soils, fill soils, soils with low bearing capacity (under 2,000 psf), and high water tables which require additional engineering will be considered an additional service and compensated for in conformance with Article 7.1.2, below. This includes piles, piers, and/or mat slabs, and dewatering systems.
 - 4.1.3 Destructive testing of existing pool structures to confirm as-built condition. Note: CONSULTANT cannot guarantee structural

integrity of existing pool structures without confirming as-built condition of pool wall thickness, concrete reinforcement and compressive strength. Additional engineering for deficient structures will be considered an additional service and compensated for in conformance with Article 7.1.2, below.

- 4.1.4 Utilities design to swimming pool mechanical equipment points of connection, including:
 - .1 Sanitary sewer.
 - .2 Storm sewer.
 - .3 Domestic water.
 - .4 Natural gas.
 - .5 Pool heater flues and combustion / ventilation air louvers.
 - .6 Design and specification of heat exchangers (if utilized in lieu of pool heaters), including hot water or steam piping and controls.
 - .7 Electrical distribution, including single line diagram, three phase conduit and conductors, motor starters, and single phase conduit and conductors.
 - .8 Telephone and data communications.
- 4.1.5 Architectural, structural, mechanical, HVAC and electrical design of mechanical equipment room or other building structures as required; architectural and structural design of waterslides, waterslide towers or other wet play equipment (engineered shop drawings to be furnished by specialty vendors).
- 4.1.6 Landscape design including park connector ramp, retaining wall, fencing, planting, irrigation, site drainage, site lighting, shade structures and FF&E.
- 4.1.7 Miscellaneous plan check and permit fees as may be required by regulatory agencies.
- 4.1.8 CLIENT shall provide a complete bid documents set, featuring 100% construction drawings, specifications and addenda in half size to CONSULTANT.
- 4.1.9 Demo plan, including tree removal and rock removal.
- 4.2 All construction projects require inspection and maintenance following completion. Operation, inspection, and maintenance are the sole responsibility of the Project Owner and CONSULTANT shall have no

responsibility for any failures by the Project Owner or others to properly operate, inspect, or maintain the Project.

5.0 INDEMNITY

- 5.1 CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CLIENT, its officers, directors and employees (collectively, CLIENT) against damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by CONSULTANT's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom CONSULTANT is legally liable.
- 5.2 CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CONSULTANT, its officers, directors, employees and sub-consultants (collectively, CONSULTANT) against damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by CLIENT's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom CLIENT is legally liable.
- 5.3 It is understood and agreed that the duty to indemnify does not include the duty to defend.
- 5.4 Neither CLIENT nor CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

6.0 USE OF DOCUMENTS / ELECTRONIC FILES

- 6.1 CLIENT acknowledges the CONSULTANT's construction documents as instruments of professional service. Nevertheless, the drawings and specifications shall become the property of CLIENT upon completion of the work and payment in full of all monies due to the CONSULTANT. CLIENT shall not reuse or make any modifications to the drawings and specifications without the prior written consent of CONSULTANT. CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of the construction documents by CLIENT or any person or entity that acquires or obtains the plans and specifications from or through CLIENT without the written authorization of the CONSULTANT.
- 6.2 Electronic files may be provided by CONSULTANT for review by CLIENT and use by the Design Team in the preparation of construction

documents. CONSULTANT assumes no responsibility for determining whether the data or software format are correct, up-to-date, or together represent actual conditions, or liability for the translations or results thereof. Acceptance or use by CLIENT of electronic files shall constitute a total release from liability, and as an indemnification for all costs or expenses from any claims, suits, judgments, or any other actions or liability as a result of such use. Under no circumstances shall delivery of the electronic files be deemed a sale by CONSULTANT, and CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall CONSULTANT be liable for any loss of profit of any consequential damages as a result of re-use of electronic files. Drawing plan views may be delivered in AutoCAD .dwg or Adobe .pdf format. Drawing detail sheets are considered proprietary and will be delivered in AutoCAD .dwg or Adobe .pdf format only.

7.0 COMPENSATION

- 7.1 CLIENT shall compensate CONSULTANT for services rendered as follows:
- 7.1.1 Basic Services: The Scope of Services described above shall be compensated for by a lump sum, fixed fee equivalent to: ONE HUNDRED FORTY-FIVE THOUSAND AND 00/100 DOLLARS (\$145,000.00) assigned to CONSULTANT.
- 7.1.2 Additional Services: If requested, additional services will be billed for on an hourly basis, in conformance with the rates outlined in Article 7.3, below.
- 7.1.3 Reimbursable Expenses: In addition to basic compensation, an allowance of \$5,500 shall be provided for reimbursable expenses. Reimbursable expenses will be billed at CONSULTANT's direct cost, and shall include the following:
- .1 Plotting and reproduction expense of Drawings, Specifications and other documents.
 - .2 Special delivery and handling of documents and correspondence such as courier and overnight delivery services.
 - .3 Travel and lodging expense associated with travel outside of Southern California in connection with the Project.

7.2 Terms of Payment:

7.2.1 Payments for Basic Services shall be made based upon percentage of completion in not less than monthly installments, in conformance with the following schedule of values:

.1	Schematic Design Phase.....	\$21,750.00
.2	Design Development Phase.....	\$43,500.00
.3	Construction Documents Phase.....	\$58,000.00
.4	Plan Approval, Bidding or Negotiation Phase...	\$ 7,250.00
.5	Construction Observation Phase.....	\$14,500.00

7.3 Hourly Rates:

7.3.1 Compensation for additional services (when requested and authorized in advance by CLIENT) shall be provided in conformance with the following hourly rates:

.1	Principal.....	\$ 195.00 per hour
.2	Project Architect / Engineer.....	\$ 175.00 " "
.3	Project Manager.....	\$ 155.00 " "
.4	Designer.....	\$ 110.00 " "
.5	Clerical.....	\$ 60.00 " "

8.0 **TIME**

8.1 CONSULTANT shall prosecute design work in conformance with the following schedule, contingent upon receipt of all required information (program, base sheets, soils data, etc.) from CLIENT or CLIENT's designated representative:

8.1.1 Schematic Design Phase: Complete within forty (40) calendar days of CONSULTANT's receipt of fully executed professional services agreement between CLIENT and CONSULTANT.

8.1.2 Design Development Phase: Complete within fifty (50) calendar days of approval of Schematic Design Documents and authorization to proceed with Design Development Phase.

8.1.3 Construction Documents Phase: Complete within sixty (60) calendar days of approval of Design Development Documents and authorization to proceed with Construction Documents Phase.

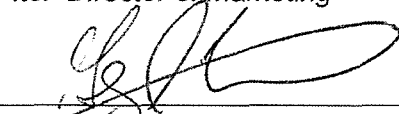
9.0 AUTHORIZED SIGNATURES

9.1 This proposal is valid for thirty (30) calendar days from the date referenced below and is submitted for and in behalf of CONSULTANT by:

AQUATIC DESIGN GROUP, INC.



By: Scott Palmer
Its: Director of Marketing



By: Gregory S. Ferrell, AIA
Its: Principal

12 August 2020

Date



August 17, 2020

Via Email: PPusich@tska.com

Mr. Pat Pusich, AIA
TSK Architects
225 South Arlington Avenue, Suite A
Reno, Nevada 89501

Re: Proposal for Option 1 Civil Design Services at IVGID Burnt Cedar Pool

Dear Mr. Pusich:

Resource Concepts, Inc. (RCI) is pleased to be a part of the TSK design team for the Burnt Cedar Pool renovation project and per your request, is submitting this proposal for professional civil engineering services. The attached spreadsheet provides the breakdown of fees for the tasks shown below, which totals \$28,790.00. The RCI scope of work includes:

Task 1A: Site Investigation **\$3,500.00**

RCI anticipates an initial project kick-off meeting, coordination with Incline Village General Improvement District (IVGID) and the design team that will include no more than two meetings, and one initial engineering site visit to familiarize ourselves with the project area.

Task 1B: Site Assessment **\$4,900.00**

RCI will coordinate with IVGID and TSK to obtain all available plans and documentation associated with the existing development to better understand existing grading and drainage, existing utilities, TRPA coverage and land capability, and site access. Additional RCI work under this task will include verifying and updating our survey base map as needed, and participating in no more than two project team meetings.

Task 1C: Outreach & Workshops **\$4,100.00**

RCI involvement in this phase of work will include preparing a conceptual layout of the proposed site, as it pertains to our work, attending two project workshops and participating in two project team meetings.

Task 1D: Agency Outreach **\$2,800.00**

Based on the information obtained from the site investigation and assessment, RCI will coordinate with TRPA, Washoe County Building and Washoe County Environmental Health to determine permitting requirements through each agency for preparation of site plan development in the next phase. In the event the site requires TRPA coverage mapping, scenic assessment, or any other permitting beyond grading, RCI will provide a separate scope and fee for said work for your authorization. Washoe County permitting will be limited to the Building Permit.

Mr. Pat Pusich
August 17, 2020
Page 2

Task 1E: Civil Design Plans

\$12,500.00

RCI will use the survey mapping prepared by RCI under a separate contract with IVGID, along with the information gathered through the site investigation, site assessment and agency outreach phases to prepare a total of three plan sets. The first plan set will be a draft Design Development set for initial team and client review and comment. The second plan set will incorporate comments from the review into a 100% construction plan set for final team and client comments. The third plan set will be the final plan set for use in bidding and construction. Plans will include existing and proposed site layouts, proposed grading and drainage for walkways and AC paving, pedestrian access, wall locations with guardrails, ADA compliance of exterior walkways and ADA parking based on the project extent provided to RCI by IVGID, water and sewer utilities that do not include pool system infrastructure, and associated notes and details. Each plan set will include a Notes and Specifications plan sheet instead of a stand-alone set of technical specifications.

Task 1F: Cost Estimates

\$600.00

RCI will prepare a total of three cost estimates, one to accompany each plan set submittal. Each engineer's cost estimate will be itemized, based on the materials shown on our plans and team/client comments.

Task 1G: CMAR Selection

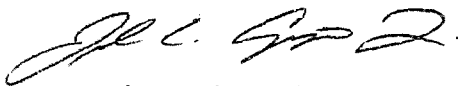
\$390.00

RCI assumes no more than two hours of time to provide support services associated with the selection of a CMAR. Time includes meeting and coordination.

Work not included in this proposal includes, but might not be limited to, field surveying or construction staking, geotechnical or structural engineering, pool system design and drainage, and any additional work not specifically stated herein.

Please contact me with any questions or comments.

Sincerely,



Joseph E. Cacioppo, P.E.
Principal

JEC/jm

Civil Engineering Fee Proposal

IVGID - Burnt Cedar Swimming Pool Improvements

RCI Project No. 20-604-00

Prepared: August 17, 2020

Task & Description	Fee
1A. Site Investigation IVGID Kick-Off Meeting Engineering Site Visit Project Team Coordination (2 Meetings)	Task Fee \$3,500.00
1B. Site Assessment Project Team Coordination (2 Meetings) Record Plan Review Follow-Up Site Visit Initial Mapping	Task Fee \$4,900.00
1C. Outreach & Workshops Project Team Coordination (2 Meetings) Attend Two Workshops Workshop Preparation	Task Fee \$4,100.00
1D. Agency Outreach TRPA Meeting & Coordination Washoe County Building Coordination Washoe County Health Dept. Coordination (if needed) Project Team Coordination (2 Meetings)	Task Fee \$2,800.00
1E. Design Plans Design Development Plan Set Engineering Site Visit 100% Plan Set - Revision 1 (Based on project team comments) Project Team Coordination (2 Meetings)	Task Fee \$12,500.00
1F. Cost Estimate Prepare Initial Cost estimate Prepare Revision 1 Cost Estimate	Task Fee \$600.00
1G. CMAR Selection Preliminary Coordination w/Initial Meeting (if needed)	Task Fee \$390.00
Total Phase 1 Conceptual Design Fee	\$28,790.00

Notes:

1. Project Team includes IVGID, TSK and other design consultants.
2. Fees do not include TRPA permitting.



4599 Longley Lane
Reno, NV 89502
T 775.828.4889

PR20145
Via email ppusich@tska.com
Page 1 of 5

August 17, 2020

Mr. Pat Pusich, AIA, ICC
Principal
TSK Architecture
225 South Arlington Ave, Ste B
Reno, NV 89501

Subject: Incline Village General Improvement District, Burnt Cedar Beach, Incline Village, NV -
Swimming Pool Improvements
Mechanical, Plumbing and Electrical Engineering Fee Proposal

Dear Pat,

We have reviewed your request for proposal, dated August 12, 2020, together with the concept drawing package, identified as Option 1, dated August 05, 2020, for the subject project. We understand that this project consists of replacing an existing outdoor pool with a new lap pool and new wading pool along with two (2) outdoor hand wash stations, two (2) outdoor type showers, new/expanded pool deck, and a new pedestrian pathway from the existing vehicle parking to Burnt Cedar Beach. Low level exterior pathway lighting will be required for both the new pedestrian pathway and at perimeter pool deck areas. The existing pool equipment room shall be renovated and shall include power system upgrades to accommodate new pool equipment along with mechanical system upgrades including combustion air, ventilation air, and freeze protection, as required.

For purposes of this proposal, it is assumed that incoming plumbing and electrical systems currently serving this pool equipment room and pool deck areas will be adequate for this proposed renovation project. If determined the existing plumbing and electrical systems are inadequate to support these project upgrades as described above, new incoming plumbing and electrical services shall be required. An optional separate electrical and plumbing design services fees will be required.

Scope of Work: Our mechanical consulting engineering services shall include the design of an air conditioning system including unit heater, intake fan, combustion air louvers, and associated ductwork, air distribution devices and temperature control systems. We will perform mechanical International Energy Conservation Code calculations to verify compliance with energy conservation standards. HVAC system ductwork 16" and less shall be shown in single line format.

Scope of Work: Our plumbing consulting engineering services shall include domestic hot and cold water systems, waste and vent piping, natural gas piping system, and other incidental plumbing equipment, materials, and piping appurtenances. We will design single points of connection to systems designed by others including water features and pools.

Scope of Work: Our electrical consulting engineering services shall include the design of lighting, power services and single point connections to systems designed by others including specialty lighting, pool systems, fire alarm/life safety systems, low voltage information technology and A/V systems. We will perform electrical International Energy Conservation Code calculations for MSA Engineering Consultants' own lighting design to verify compliance with energy conservation standards. No allowance has been made to provide calculations for lighting and control systems designed by others. Electrical utility systems design related to serving property improvements are excluded from the scope of this proposal.

Scope of Services: We propose to provide engineering services for this project. Our drawings will be prepared using Revit Version 2020. Fonts used on this project shall be provided by architect granting license to consultant for use on this project. Our services shall include consultation, calculations, plans and specifications on plans suitable for competitive bidding and construction. Our services during the design phase of this project shall include up to two (2) combined discipline local Reno NV design coordination meetings, and two (2) combined discipline job meetings or observations to review project specific MPE systems existing conditions.

Our (CP) construction phase services shall include consultation, shop drawing and submittal review and up to two (2) combined discipline job site observations. Additional meeting attendance or job site observations during design and construction can be provided as an optional service and will be billed on a fixed fee basis of \$800.00 per visit, per discipline. Construction Phase support other than shop drawing review, noted observations and responses to contractor RFI's will be performed on an hourly basis of \$175.00 per hour. Hourly fees will apply for optional services including: Owner or Architect generated design changes, alterations to issued for permit plans for AHJ inspections/sign off due to contractor substitution of materials or installation methods, alterations to issued for permit plans for Owner occupied 'value engineering' changes.

Additional Services: Should the project scope or schedule materially change from our proposed scope of work, our fees will be reviewed and adjusted accordingly by mutual agreement. Major revisions to the scope of work that are inconsistent with previous direction or otherwise out of our control shall also be considered additional services. We will provide additional services (scope changes, reissue documents, issue multiple permit packages, value engineering, opinion of probable cost, contractor pricing review, commissioning services, third-party/independent plan review, record documents, etc.) on a pre-negotiated lump-sum basis. Our fees are based on the floor and ceiling plans being "frozen" without change after design development phase documents are approved by the Owner's representative. Re-calculation or re-design of our work based on alternate products being proposed or used during construction is considered an additional service.

Revit Projects: Revit projects involve drawing/modeling three-dimensional elements in Autodesk Revit, utilizing its parametric engine to manage and coordinate elements within a collaborative multi-discipline central model. MPE data is embedded in the project. Collision detection tools are employed to degrees dependent upon the Level of Development (LOD). This project will be documented with the intent of reaching Level of Development 300, as defined by the "2019 Level of Development Specification", published by BIMFORUM (<https://bimforum.org/loa/>).

Client acknowledges that the use of 3D (Revit) model will not result in zero (0) conflicts, errors or contractor change orders. Graphical depictions from the Revit model, just as with traditional two dimensional design drawings, are to facilitate construction by expressing the design intent of the finished project. The Revit model does not contain all details, components and information necessary for a complete installation. The Revit model does not represent the only solution to meet project requirements.

Revit level of development allowed for this project shall be a modified version of the BIMFORUM LOD 300 and shall be as defined by MSA in the linked documentation below. Any deviation to this LOD definition must be previously agreed upon prior to this proposal date.

MSA BIM & LOD Definition Agreement

Coordination Time Requirements: Complete civil, landscaping, architectural, interior design and related consultants documents as well as specialty lighting, pool systems, FF&E (fixtures, furnishings and equipment) items, and information technology systems must be provided to our office a minimum of two weeks prior to any scheduled document issue. This time frame will allow for electrical, mechanical and plumbing systems coordination among the consultants involved with the project. We will require both electronic and full size prints of architectural and consultant progress packages. We shall not be responsible for the project or construction schedule as we have no control over others scheduling, changes, manpower and equipment availability.

Accelerated Services: Our performance is contingent on the Architect, Interior Designer and other consultant's actions or inactions. We require a minimum lead-time between receipt of completed designs of other consultants and issuance of our documents as indicated above. We can provide multiple issuances and/or accelerated (overtime) efforts as required to accommodate deadlines. We will provide these efforts as an additional service.



4599 Longley Lane
 Reno, NV 89502
 T 775.828.4889

PR20145
 Via email ppusich@tska.com
 Page 3 of 5

Exclusions: Excluded from the scope of work for this project are design and specification of enhanced HVAC systems designs as they relate to the mitigation of contracting and the spread of COVID-19 and other infectious airborne pathogens, life safety systems (fire pumps, sprinklers and alarm), lightning protection systems, pool systems including pool related grounding systems, review of fire sprinkler protection and fire alarm shop drawing submittals, alternate systems studies and/or design, life cycle costing, LEED, geothermal systems, solar/photovoltaic and all work relating to temporary construction power, review and responsibility of construction, health and safety precautions or construction sequences and procedures, means, methods, techniques, or sequences as may be involved with this project. Commissioning services including observation of services performed by others, programming, training, and review of final reports is excluded from this proposal scope. Environmental services related to mold, asbestos, toxic, or hazardous materials abatement, encapsulation, or removal is expressly excluded from our services.

Reimbursable Expenses: In addition to our consulting service fees during design and construction administration, our reimbursable expenses will be invoiced as follows:

1. Express Plan Check attendance at \$175.00 per hour with a \$500.00 minimum.
2. Plan reproduction, except for MSA Engineering Consultants' use, will be at cost.
3. Express shipping at cost.

Insurance: Total Professional and General liability shall be limited to the amount of our fee for this project. \$25,000 deductible applies. Workers' compensation insurances shall be maintained in force for the duration of this project. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Dispute Resolution: Any claim, dispute or other matter in question arising out of or related to this agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceeding by either party.

Sole Remedy: Notwithstanding anything to the contrary contained herein, Client and MSA Engineering Consultants agree that their sole and exclusive claim, demand, suit, judgment, or remedy against each other shall be asserted against each other's corporate entity and not against each other's Shareholders, Directors, Officers or Employees, independent professional associates, subconsultants and subcontractors.

Engineering Services Fee: Our engineering services fee for this project shall be as follows:

	Schematic Design	Design Development	Construction Documents	Construction Administration	Total
Mechanical/Plumbing Design	\$ 2,900.00	\$2,700.00	\$2,400.00	\$2,600.00	\$10,600.00
Electrical Systems Design	\$ 3,900.00	\$ 3,700.00	\$4,600.00	\$3,300.00	\$15,500.00
Total	\$6,800.00	\$6,400.00	\$7,000.00	\$5,900.00	\$26,100.00



4599 Longley Lane
 Reno, NV 89502
 T 775.828.4889

PR20145
 Via email ppusich@tska.com
 Page 4 of 5

Option:

Plumbing and Electrical Utility Upgrades: Upgrades to plumbing utilities including new water service, sanitary sewer, and/or gas service. Plumbing systems shall be designed to five feet beyond the building perimeter. Upgrades to electrical utilities including a new single metered outdoor electrical service. Electrical utilities shall be designed serving the utility company's secondary point of connection. Our fee for these upgrades shall be as follows:

Plumbing Systems Design:	\$ 3,400.00
Electrical Systems Design:	\$ 8,500.00
	<hr/>
Total Optional Services Fee:	\$ 11,900.00

Accept: _____

Decline: _____

Payment Schedule: Progress billings will be submitted monthly based on Schematic Design 20%, Design Development 30%, Construction Documents 40%, Construction Phase 10%. Progress and final payments are due upon receipt of invoice. If client fails to pay MSA within 45 days after receipt of invoice, MSA reserves the right, after giving seven days' written notice to client, to suspend services under this proposal until the outstanding accounts have been paid in full. At that time, MSA may request a retainer prior to resuming services on behalf of client. Interest will be charged on outstanding accounts at the rate of 1-1/2% per month of the outstanding balance on accounts over 45 days old. No deductions shall be made from this Consultant's compensation on account of penalty, damages or other sums withheld from payments to architect, contractors, or on account of the cost of changes in the work. Collection fees will be added to the balance due in the event that this account is delinquent and is assigned to an agent for collections. MSA Engineering Consultants is incorporated as Melroy Engineering Inc. dba MSA Engineering Consultants.

Consequential Damages: Client and MSA Engineering Consultants waive consequential damages for claims, disputes or other matters in question arising out of or related to this agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the termination provisions of this agreement.

Suspension of Services: Client, may at any time, suspend MSA Engineering Consultant's services for a period of not more than 90 days upon written notice to MSA Engineering Consultants. MSA Engineering Consultants shall resume services upon written authorization from client. MSA Engineering Consultants shall be compensated and will require a time extension as a result of suspension of services.

Standard of Care: In providing services under this agreement, MSA Engineering Consultants will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession, currently practicing in the same locality, under similar circumstances, in the same timeframe. Our conclusions, opinions and recommendations will be based on a limited number of observations and data. It is possible that conditions could vary between or beyond the information evaluated. MSA Engineering Consultants makes no warranties, express or implied, as to its professional services rendered under this agreement.

Limitations: Orders of restrictions issued by civil authorities and other conditions relating to the COVID-19 pandemic may interfere with MSA Engineering Consultants ability to perform or otherwise impact our ability to work. MSA Engineering Consultants will communicate any anticipated delays or impacts and work closely with the client to identify a mutually acceptable solution to advance our completion of its services.

Third Party Litigations: Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the client or MSA Engineering Consultants.



4599 Longley Lane
Reno, NV 89502
T 775.828.4889

PR20145
Via email ppusich@tska.com
Page 5 of 5

Termination: This agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination. MSA Engineering Consultants shall be compensated for all services performed prior to written notice of such termination.

Status of Deliverables: All designs, drawings, documents, specifications, electronic software bases and reports delivered under any contract that results from this proposal shall remain the property of MSA Engineering Consultants and will be furnished for use by our client solely for the specific project described in this proposal. The client waives all rights to use the plans, specifications or other documents prepared by MSA Engineering Consultants until payment has been received. Reuse or distribution to third parties without written permission or project-specific adaptation by MSA Engineering will be at client's sole risk and without liability to MSA Engineering.

Subsequent Agreement: Any subsequent Agreement/Contract between MSA Engineering Consultants and client is hereby incorporated and made part of this Agreement. In the event of any conflict between these agreements, the provisions of this proposal shall take precedence.

Proposal Acceptance: This proposal shall become binding, subject to the terms and conditions herein, when accepted by the Client through written or verbal acknowledgment, commencement of the work, furnishing of any documents, payments for services by Client or acceptance of payment by MSA Engineering Consultants. Pricing for proposal is valid for 90 days. On behalf of MSA Engineering Consultants, I would like to thank you for the opportunity to participate in this project.

Respectfully,

Katie Callender, PE
Director of Operations
KC/kc

This Proposal Accepted:

Name _____

Title _____

Date _____

Signature _____

Client Project Number _____

Pat Pusich

To: Boise Wilcox
Subject: RE: EXTERNAL EMAIL: Re: EXTERNAL EMAIL: Re: FW: Burnt Cedar Beach Project and Phase 2 moving ahead - will need MSA MPE Proposal.

From: Boise Wilcox <boise@nelson-wilcox.com>
Sent: Monday, August 17, 2020 9:08 PM
To: Pat Pusich <PPusich@tska.com>
Subject: EXTERNAL EMAIL: Re: EXTERNAL EMAIL: Re: FW: Burnt Cedar Beach Project and Phase 2 moving ahead - will need MSA MPE Proposal.

Thanks Pat. Sounds good.

On Mon, Aug 17, 2020 at 8:30 PM Pat Pusich <PPusich@tska.com> wrote:

Hello Boise, NWSE Fee at \$7,000.
Possible expanded mech pit walls in the mech room
Low retaining wall (less than 30" in ht approx 40' long.
New CMU screen wall (less than 7' on height and roughly 30' long.
Wrought iron fence base plate connections.
New raised concrete housekeeping pads at existing mechanical room if required.
Expanded pit in existing mechanical room
(does not include an expansion to the existing mechanical room)

From: Boise Wilcox <boise@nelson-wilcox.com>
Date: 8/17/20 5:42 PM (GMT-08:00)
To: Pat Pusich <PPusich@tska.com>
Subject: EXTERNAL EMAIL: Re: FW: Burnt Cedar Beach Project and Phase 2 moving ahead - will need MSA MPE Proposal.

Hey Pat,
Please plug us in for \$7,000. Let me know if and when you need a proposal.
Thanks.

Boise Wilcox, SE, LEED AP
Nelson Wilcox Structural Engineers
225 South Arlington Ave, Suite B
775-848-3166
nelson-wilcox.com

Pat Pusich

To: Steve Noll
Subject: RE: Burnt Cedar and tracking ETA of proposals

From: Steve Noll <snoll@designworkshop.com>
Sent: Tuesday, August 18, 2020 4:32 PM
To: Pat Pusich <PPusich@tska.com>
Subject: EXTERNAL EMAIL: RE: Burnt Cedar and tracking ETA of proposals

Here we go.

DD- which means site plan showing landscape improvements and the new walkway adjacent to the pool. Three 3D perspectives showing the proposed design - \$9600
CD- planting and irrigation plans for landscape improvements. Fence details by others - \$5100
CA- three site visits as need to review landscape improvements- \$3800
Permit – Respond to permitting and bidding questions - \$1,000
Meetings- five coordination meetings/ calls to review plans -\$2400
Total \$21,900

Let me know if this works. Sorry for the delay/

Steve Noll
Principal

DESIGNWORKSHOP

4825 J Street, Suite 200
Sacramento, CA 95819
775 636-6742 (direct)
775 790-0034 (cell)

PO Box 5666
128 Market Street, Suite 3E
Stateline, NV 89449-5666
775 473- (direct)
775 588-5929 x (main)
www.designworkshop.com

 **in f**

From: Pat Pusich <PPusich@tska.com>
Sent: Tuesday, August 18, 2020 4:26 PM
To: Steve Noll <snoll@designworkshop.com>
Subject: RE: Burnt Cedar and tracking ETA of proposals

through CA.
And remember that IVGID wants a rendered site plan as well
IVGID wants to add some landscape into the deck also.
the connector path is also base bid design item.
Thx Pat

Chorey, Nathan P.

From: Pat Pusich <PPusich@tska.com>
Sent: Friday, August 14, 2020 4:27 PM
To: Chorey, Nathan P.
Subject: RE: CMAR vs. Design-Bid-Build

Hello Nathan and thank you for asking for our opinion on Delivery Systems 0 – CMAR and Traditional Design Bid Build.

TSK has worked on far more CMAR Projects over the last 5-7 years versus Traditional Design Bid Build. Probably at a ratio of 4 to 1.

it is the delivery method of choice for nearly all government groups we work for:

- Washoe County School District
- Douglas County School District
- Clark County School District
- Douglas County
- University of Nevada & University of Nevada Las Vegas.
- TMCC
- and many more.

The initial benefit of CMAR over traditional Design Bid Build is that you can select a Contractor based on their qualifications, their expertise, and their track record.

Not having to take in the lowest bidder that you are not sure why they were low bidder. Did they leave something out, are they looking to take advantage at a later stage with change orders?

A major benefit of the CMAR delivery is you get contractor experience and recommendations brought to the team at the Schematic Design Phase.

The CMAR brings an expert to the table right away in terms of construction scheduling – knowing how long it will take to build the project, what phases are needed and ways to design a project to help the schedule be as efficient as possible.

The CMAR makes recommendations on less expensive design detailing, building systems, etc..

They have the pulse on what subcontractor costs are in real time and the CMAR provides a cost estimate at the completion of each milestone phase of SD/DD/ and CD

At the end of DD the project budget is well established and all steps to reduce costs and have an efficient design are included in the Construction Documents.

With Traditional Design Bid Build Delivery you don't know what the construction costs will be until the project bidding phase is completed.

If the project comes in over budget it is typically an unpleasant experience and there is a delay in awarding a contract as a typical redesign and rebid phase has to occur.

The Traditional Design Bid Build Delivery will also be hard pressed to meet the schedule with Tahoe having a limited 6 month building season.

CMAR can have an early preconstruction phase where all of the submittal reviews occur prior to construction beginning and long lead items identified at an earlier stage of the project.

For small projects where the construction is not complicated or driven by a tight budget or shortened building seasons, Traditional Design Bid-Build Delivery is a beneficial delivery, but TSK Architects believes that the Burnt Cedar Swim Center with a tight budget, and a short construction schedule (one season) would be an excellent candidate for a Construction Manager at Risk (CMAR) Delivery.

Regards, Pat

From: Chorey, Nathan P. <npc@ivgid.org>
Sent: Friday, August 14, 2020 3:03 PM
To: Pat Pusich <PPusich@tska.com>
Subject: EXTERNAL EMAIL: CMAR vs. Design-Bid-Build

Hi Pat,

We are discussing project delivery methods with our Board of Trustees for the Burnt Cedar Swimming Pool Improvement Project. Can you please briefly share TSK Architect's experiences on CMAR and Design-Bid-Build project delivery methods? And what you believe is appropriate for the Burnt Cedar Swimming Pool Improvement Project?

Thank you.

Nathan Chorey, PE

Engineering Manager
Incline Village General Improvement District
1220 Sweetwater Road, Incline Village NV 89451
P: 775-832-1372
F: 775-832-1331
M: 530-448-4895
npc@ivgid.org
<http://ivgidpublicworks.com>

ARCHITECT-CLIENT PRIVILEGED & CONFIDENTIAL INFORMATION

This message may contain TSK Architects confidential or privileged information. If you receive this transmission in error please disregard and notify the sender by return email. Any dissemination or use of this information by a person other than the intended recipient(s) is unauthorized and may be illegal.

Chorey, Nathan P.

From: Pat Pusich <PPusich@tska.com>
Sent: Tuesday, August 18, 2020 9:08 AM
To: Chorey, Nathan P.
Cc: Winqest, Indra S.; Guy Steele-Perkins
Subject: RE: CMAR list from TSK
Attachments: CMAR for Pat - SOQ P137.pdf

Hello Nathan and Indra
attached is a partial list of CMAR Projects.
The list shows most of our larger CMAR Projects.

There are a about a dozen smaller CMAR Projects that were all less than 1M each.

Even though they were small in budge they were complex that they had condensed building season and buildings were occupied during construction/renovations.

Smaller CMAR Projects list:

Churchill County School District

- Yerington HS Locker Room Remodel
- Dayton HS Locker Room Remodel
- Fernley HS Locker Room Remodel

Carson Valley Swim Center

- Roofing & Solar Panel Replacement
- Locker Room Renovation
- Lobby and Office Renovation
- Splash Pool and Slide Tower Renovation
- West Expansion (under design & CMAR Selected)

Douglas County School District

- Jacks Valley ES Renovation

Douglas County Justice and Law Enforcement Center

- East Fork Justice Courtroom Renovation
- Social Services Building Renovation

Churchill County School District

- Junior High Gym Renovation

Thank you,
Pat

From: Chorey, Nathan P. <npc@ivgid.org>
Sent: Monday, August 17, 2020 9:26 AM
To: Pat Pusich <PPusich@tska.com>
Cc: Winqest, Indra S. <ISW@ivgid.org>
Subject: EXTERNAL EMAIL: FW: CMAR

Hi Pat,
Can you please provide a list of projects with the approximate construction budget that TSK has completed with CMAR.
Thanks.

DELIVERY METHODS (CONT'D)

This table features a list of our education and public service projects over the last 10 years and shows TSK and our team’s performance in relation to budget management and timing schedules.

TABLE 1: CMAR AND DESIGN-BUILD PROJECT SUMMARY, 2010-2020

PROJECT	BUDGET	BID/GMP	FINAL COST	SCHEDULE	ACTUAL
Rex Bell Elementary School (CMAR)	\$28.8m	\$28.8m	\$28.8m	Aug 2017	Aug 2017
Utility Services Support Building (DB)	\$7.5m	\$6.5m	\$6.9m*	Apr 2010	Apr 2010
DMV Sahara Service Center (CMAR)	\$18.0m	\$18.0m	\$17.9m	Nov 2016	Dec 2016
UNLV School of Medicine Tenant Improvement (CMAR)	\$2.78m	\$2.78m	\$2.70m	Nov 2016	Nov 2016
TMFPD Fire Station No. 35 (DBB)	\$2.1m	\$2.1m	\$2.4m*	May 2014	Jun 2014
Metro Building Renovations (CMAR)	\$1.67m	\$1.67m	\$1.67m	Apr 2016	Apr 2016
US BoR Date Street Campus (DB)	\$9.8m	\$9.8m	\$10.3m***	Apr 2013	Apr 2013
CSN Laboratory Renovation (CMAR)	\$10.5m	\$10.9m	\$10.45m	Sep 2011	Sep 2011
TMFPD Fire Station No 14 (CMAR)	\$5.52m	\$5.42m	\$5,40m	Jun 2018	May 2018
CSN Health Sciences Building (CMAR)	\$5.1m	\$4.83	\$4.19m	Dec 2014	Dec 2014
Starbucks Distribution Center (DB)	\$40.0m	\$40.0m	\$39.6m	Jul 2018	Jun 2018
CSN Student Union (CMAR)	\$70.0m	\$68.0m	\$66.8	Sep 2019	Sep 2019
Douglas County Community and Senior Care Center (CMAR)	\$18.0m	\$17.95m	\$16.75m	Jul 2014	Jul 2014
US Bureau of Reclamation Admin Building (DBB)	\$11.0m	\$10.97m	\$17.31m**	Oct 2011	Oct 2011
Carson Valley Middle School Renovation (CMAR)	\$3.0m	\$2.98m	\$3.8m*	Nov 2017	Nov 2017
West LA College Technology Learning Center (CMAR)	\$30.0m	\$29.3m	TBD	Dec 2021	TBD
Cerritos College Auto Classroom (DB)	\$4.5m	\$3.3m	\$3.3m	Mar 2010	Mar 2010
WCSD Lemelson STEM Academy (CMAR)	\$4.5m	\$4.4m	\$4.4m	Aug 2014	Aug 2014

* Owner requested scope increases, additional cost and schedule change due to unforeseen site conditions

** Owner obtained additional financing after the bid allowing for the inclusion of sustainable elements to achieve their desired LEED Certification Level

*** Owner requested second floor mezzanine addition after GMP submission

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winqest
General Manager

FROM: Nathan Chorey, P.E.
Engineering Manager

SUBJECT: Review, discuss, and possibly select a project delivery method [Construction Manager-at-Risk (CMAR) versus design/ bid/build (DBB)] for the Burnt Cedar Swimming Pool Improvement Project – Fund: Beaches; Project 3970BD2601

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

DATE: August 19, 2020

I. RECOMMENDATION

That the Board of Trustees makes a motion to authorize Staff to deliver the Burnt Cedar Swimming Pool Improvement Project via the CMAR delivery method.

II. DISTRICT STRATEGIC PLAN

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

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

III. **BACKGROUND**

The Burnt Cedar swimming pool is one of the most popular facilities operated by IVGID. From May to September, Incline Village residents and guests frequent Burnt Cedar beach property specifically to utilize the pool.

At the August 12, 2020 Board Meeting, the Trustees unanimously selected a conceptual design, with the intent of full pool replacement in the summer of 2021.

Before the Board of Trustees tonight, was a separate agenda item, is a request for authorization of schematic design services. To inform the design process, Staff recommends the Board of Trustees select a project delivery method this Project.

Nevada Revised Statutes (NRS) 338 allows three (3) project delivery methods:

1. Design – Bid – Build (DBB)
 - a. The traditional project delivery method utilized by IVGID
2. Construction Manager at Risk (CMAR), *NRS 338.169*
 - a. Last utilized by IVGID in 2018 to construct the Diamond Peak - Incline Creek Culvert Rehabilitation Project
3. Design Build (DB), *NRS 338.17*
 - a. Until the 2017 legislative session, this type of delivery method was limited to projects >\$5M

For the Burnt Cedar Swimming Pool Improvement Project, Staff would like the Board of Trustees to consider DBB and CMAR. These two project delivery methods were last discussed at a Board of Trustees Meeting on December 13, 2017 (starting at approximately 1:03:30). The applicable slides from this presentation are attached to this memo for reference.

IV. **DESIGN – BID – BUILD (NRS 338.1385 Advertising for Bids)**

The DBB project delivery method is the traditional method of moving a project from conception to completion. It is a linear sequence of activities generally occurring in the following order: Project conception, design (including schematic and design development), construction documents, competitive bidding, and then construction.¹

This is the project delivery method IVGID utilizes for the vast majority of our capital projects.

¹ *The Project Resource Manual*, Fifth Edition, The Construction Specifications Institute, 2005

V. CONSTRUCTION MANAGER AT RISK (CMAR), NRS 338.169

The Construction Manager-At-Risk project delivery method is the process of professional management applied to a construction project from conception to completion, with the goal of controlling project time, cost, and extent. IVGID would negotiate a contract with a CMAR who consults with the Design Team and IVGID, prepares a preliminary project schedule, makes recommendations for sequencing construction, prepares cost estimates, and, when this pre-construction phase is complete, proposes a Guaranteed Maximum Price (GMP) and executes the construction as Contractor.¹

Below is an excerpt from NRS 338.1685 with regard to the CMAR method:

The Legislature hereby declares that the provisions of NRS 338.1685 to 338.16995, inclusive, relating to contracts involving construction managers at risk:

- 1. Are intended:
 - a. To promote public confidence and trust in the contracting and bidding procedures for public works established therein;*
 - b. For the benefit of the public, to promote the philosophy of obtaining the best possible value as compared to low-bid contracting; and*
 - c. To better equip public bodies to address public works that present unique and complex construction challenges.**
- 2. Are not intended to be used by the State or a political subdivision of this State to:
 - a. Limit competition;*
 - b. Discourage competitive bidding; or*
 - c. Engage in or allow bid-shopping.**

VI. COMMENTS

The size and scope of the Burnt Cedar Swimming Pool Improvement Project make it a candidate for DBB or CMAR. The primary reasons IVGID Staff's recommendation is to utilize the CMAR method are:

- Schedule
 - DBB is a linear process that includes three distinct tasks: Design, Bidding, and Building or construction. Each task must be completed prior to moving to the next task. While this is a well-established, defined process that has proven to work, it takes a considerable amount of time to work through this process. Each step adds additional days to the project timeline; projects are typically advertised for 30 days, then approximately 2 weeks are required to review bid

results and recommend award at a Board of Trustee Meeting, followed by another 2 weeks to complete the contract, bonding and insurance requirements before issuing the Notice to Proceed. The contract documents also contain required project milestones that are developed based on experience with similar projects. These milestones attempt to balance sufficient time to complete the project and obtaining best bids.

- The CMAR bid process is fast-tracked, as portions of the project can be bid to subcontractors while design is still being completed. The Guaranteed Maximum Price will be awarded at a Board of Trustees meeting, but all the contract requirements will be addressed in advance, as the Contractor has been involved in the actual design of the project. The project duration is also determined with the CMAR Contractor during the design phase allowing certainty with the owner for the opening of the facility.
- Value Engineering/Constructability Review
 - The CMAR project delivery method involves the Contractor in the design phase of the project. This is important because they are ultimately responsible for delivering the project on time and on budget. We have full confidence in our Design Team (TSK Architects) delivering a quality set of construction documents. They were selected from a field of six (6) qualified applicants based on the quality of past designs and working with project owners and contractors to deliver successful projects. Staff believes there is additional value in partnering with a Contractor from the start to identify cost savings measures and review the details for constructability while in the design phase. For example, is it worth protecting a section of deck throughout construction or will the time and effort spent saving/protecting it cost us more than just replacing the deck. A contractor can also propose construction methods that can shorten time to complete which may have value to the owner in opening and operating the facility.

IVGID also consulted with the design architects to better understand their experiences with CMAR and DBB. TSK spoke highly of the CMAR delivery method and stated; *“TSK Architects believes that the Burnt Cedar Swim Center, with a tight budget and a short construction schedule (one season), would be an excellent candidate for a Construction Manager at Risk (CMAR) delivery.”* TSK Architect’s full email and a partial list of projects they have delivered via CMAR are attached to this memorandum.

Finally, Staff reached out to Scott McCullough, a Project Manager with Douglas County, to learn about his experiences with CMAR and DBB. Scott believes there is value in the CMAR delivery method; *“The method [CMAR] is highly collaborative and insures the Owner of an aligned scope to budget. Unlike design bid build, which offers no guarantee of delivering a project on budget. Factors that increase the bid day surprises are many. In CMAR, those factors are analyzed by the team of the Owner, Builder and Architect, and can accurately forecast cost for the project. The CMAR method estimates the project incrementally at Schematic Design, Design Documents and Construction Documents. These milestones are met and authorized to proceed to the next level of design and estimating. Once the design is complete, the CMAR bids the work competitively in accordance to NRS. The bidding is competitive and Owner input is given for selection.”* A copy of Scott McCullough’s full email and a list of projects he has delivered via CMAR are attached to this memorandum.

Staff believes the complexity of the Burnt Cedar Swimming Pool Improvement Project alone does not warrant using the CMAR project delivery method, but having opportunity to value engineer and review constructability with the Contractor during design, develop a firm construction schedule and the option to reduce the project timeline needed in advance of construction, make CMAR the recommended project delivery method.

VII. FINANCIAL IMPACT AND BUDGET

The financial impact between the two project delivery methods is difficult to assess. The traditional DBB may potentially have the lowest construction bid price. However, not all lowest price bids result in the lowest total project construction cost and may not also result in the best value. This is very difficult to ascertain at the beginning of the project. IVGID has had projects performed with low change orders and high value that were awarded to the low bidder. IVGID has also had projects enter protracted legal action which resulted in higher costs and in some cases performed to a lower value with delayed completion dates.

The CMAR intent is to build a project team that is committed to working together to construct the best value project with budget and schedule constraints. Changes to project scope occur during the design development phase that modify total project cost. The expected total project cost is also known early in the design development phase to inform future decisions. If the cost is escalating, actions can be taken early to modify the project to control costs. Alternatively, cost savings can be otherwise utilized to provide additional features that were going to be bid as alternatives.

VIII. ALTERNATIVES

That the Board of Trustees moves to authorize staff to deliver the Burnt Cedar Swimming Pool Improvement Project via the Design – Bid – Build delivery method.

IX. 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.

CONTRACTS INVOLVING CONSTRUCTION MANAGERS AT RISK

NRS 338.1685 Declaration of legislative intent. [Effective through June 30, 2021.] The Legislature hereby declares that the provisions of NRS 338.1685 to 338.16995, inclusive, relating to contracts involving construction managers at risk:

1. Are intended:
 - (a) To promote public confidence and trust in the contracting and bidding procedures for public works established therein;
 - (b) For the benefit of the public, to promote the philosophy of obtaining the best possible value as compared to low-bid contracting; and
 - (c) To better equip public bodies to address public works that present unique and complex construction challenges.
 2. Are not intended to be used by the State or a political subdivision of this State to:
 - (a) Limit competition;
 - (b) Discourage competitive bidding; or
 - (c) Engage in or allow bid-shopping.
- (Added to NRS by 2013, 2958; A 2015, 453; 2017, 4026, 4035)

NRS 338.169 Public body authorized to construct public work by selecting and entering into contracts with construction manager at risk; limitations. [Effective through June 30, 2021.]

1. Subject to the provisions of subsection 2, a public body may construct a public work by:
 - (a) Selecting a construction manager at risk pursuant to the provisions of NRS 338.1691 to 338.1696, inclusive; and
 - (b) Entering into separate contracts with a construction manager at risk:
 - (1) For preconstruction services, including, without limitation:
 - (I) Assisting the public body in determining whether scheduling or constructability problems exist that would delay the construction of the public work;
 - (II) Estimating the cost of the labor and material for the public work; and
 - (III) Assisting the public body in determining whether the public work can be constructed within the public body's budget; and
 - (2) To construct the public work.
2. A public body in a county whose population is less than 100,000 may enter into contracts with a construction manager at risk pursuant to NRS 338.1685 to 338.16995, inclusive, for the construction of not more than two public works in a calendar year that are discrete projects.

(Added to NRS by 2007, 2891; A 2009, 437; 2011, 3694; 2013, 2974; R 2013, 2986; R 2017, 4035, effective July 1, 2021)

NRS 338.1691 Qualifications for construction manager at risk. [Effective through June 30, 2021.] To qualify to enter into contracts with a public body for preconstruction services and to construct a public work, a construction manager at risk must:

1. Not have been found liable for breach of contract with respect to a previous project, other than a breach for legitimate cause, during the 5 years immediately preceding the date of the advertisement for proposals pursuant to NRS 338.1692;

2. Not have been disqualified from being awarded a contract pursuant to NRS 338.017, 338.13895, 338.1475 or 408.333;

3. Be licensed as a contractor pursuant to chapter 624 of NRS; and

4. If the project is for the construction of a public work of the State, be qualified to bid on a public work of the State pursuant to NRS 338.1379.

(Added to NRS by 2007, 2891; A 2009, 438; 2011, 3694; R 2013, 2986; R 2017, 4035, effective July 1, 2021)

NRS 338.1692 Advertising for proposals for construction manager at risk; contents of request for proposals; requirements for proposals; availability of names of applicants; substitution of employees. [Effective through June 30, 2021.]

1. A public body or its authorized representative shall advertise for proposals for a construction manager at risk in the manner set forth in paragraph (a) of subsection 1 of NRS 338.1385.

2. A request for proposals published pursuant to subsection 1 must include, without limitation:

(a) A description of the public work;

(b) An estimate of the cost of construction;

(c) A description of the work that the public body expects a construction manager at risk to perform;

(d) The dates on which it is anticipated that the separate phases of the preconstruction and construction of the public work will begin and end;

(e) The date by which proposals must be submitted to the public body;

(f) If the project is a public work of the State, a statement setting forth that the construction manager at risk must be qualified to bid on a public work of the State pursuant to NRS 338.1379 before submitting a proposal;

(g) The name, title, address and telephone number of a person employed by the public body that an applicant may contact for further information regarding the public work;

(h) A list of the selection criteria and relative weight of the selection criteria that will be used to rank proposals pursuant to subsection 2 of NRS 338.1693;

(i) A list of the selection criteria and relative weight of the selection criteria that will be used to rank applicants pursuant to subsection 7 of NRS 338.1693; and

(j) A notice that the proposed form of the contract to assist in the preconstruction of the public work or to construct the public work, including, without limitation, the terms and general conditions of the contract, is available from the public body.

3. A proposal must include, without limitation:

(a) An explanation of the experience that the applicant has with projects of similar size and scope in both the public and private sectors by any delivery method, whether or not that method was the use of a construction manager at risk, and including, without limitation, design-build, design-assist, negotiated work or value-engineered work, and an explanation of the experience that the applicant has in such projects in Nevada;

(b) The contact information for references who have knowledge of the background, character and technical competence of the applicant;

(c) Evidence of the ability of the applicant to obtain the necessary bonding for the work to be required by the public body;

(d) Evidence that the applicant has obtained or has the ability to obtain such insurance as may be required by law;

(e) A statement of whether the applicant has been:

(1) Found liable for breach of contract with respect to a previous project, other than a breach for legitimate cause, during the 5 years immediately preceding the date of the advertisement for proposals; and

(2) Disqualified from being awarded a contract pursuant to NRS 338.017, 338.13895, 338.1475 or 408.333;

(f) The professional qualifications and experience of the applicant, including, without limitation, the resume of any employee of the applicant who will be managing the preconstruction and construction of the public work;

(g) The safety programs established and the safety records accumulated by the applicant;

(h) Evidence that the applicant is licensed as a contractor pursuant to chapter 624 of NRS;

(i) The proposed plan of the applicant to manage the preconstruction and construction of the public work which sets forth in detail the ability of the applicant to provide preconstruction services and to construct the public work and which includes, if the public work involves predominantly horizontal construction, a statement that the applicant will perform construction work equal in value to at least 25 percent of the estimated cost of construction; and

(j) If the project is for the design of a public work of the State, evidence that the applicant is qualified to bid on a public work of the State pursuant to NRS 338.1379.

4. The public body or its authorized representative shall make available to the public the name of each applicant who submits a proposal pursuant to this section.

5. An applicant shall not substitute a different employee for an employee whose resume was submitted pursuant to paragraph (f) of subsection 3, unless:

(a) The employee whose resume was submitted is no longer employed by the applicant or is unavailable for medical reasons; or

(b) The public body enters into a contract with the applicant for preconstruction services pursuant to NRS 338.1693 more than 90 days after the date on which the final ranking of applicants was made pursuant to subsection 7 of NRS 338.1693.

(Added to NRS by 2007, 2891; A 2009, 438; 2011, 3694; 2013, 2974; R 2013, 2986; A 2017, 4027; R 2017, 4035, effective July 1, 2021)

NRS 338.16925 Confidentiality of documents and other information submitted in response to request for proposals. [Effective through June 30, 2021.] Except as otherwise provided in subsection 4 of NRS 338.1692:

1. Any document or other information submitted to a public body in response to a request for proposals pursuant to NRS 338.1692 by a contractor seeking a contract between the public body and a construction manager at risk pursuant to NRS 338.1685 to 338.16995, inclusive, is confidential and may not be disclosed until notice of intent to award the contract is issued.

2. As used in this section, the term "document or other information" means any submittal by a contractor to a public body in response to a request for proposals pursuant

to NRS 338.1692 and includes, without limitation, a proposal made pursuant to NRS 338.1692.

(Added to NRS by 2015, 453; A 2017, 4035)

NRS 338.1693 Procedure for selection of most qualified applicants; minimum number of proposals required; negotiation of contract for preconstruction services; availability of certain information to applicants and public; provision of explanation to unsuccessful applicant upon request. [Effective through June 30, 2021.]

1. The public body or its authorized representative shall appoint a panel consisting of at least three but not more than seven members, a majority of whom must have experience in the construction industry, to rank the proposals submitted to the public body by evaluating the proposals as required pursuant to subsections 2 and 3.

2. The panel appointed pursuant to subsection 1 shall rank the proposals by:

(a) Verifying that each applicant satisfies the requirements of NRS 338.1691; and

(b) Evaluating and assigning a score to each of the proposals received by the public body based on the factors and relative weight assigned to each factor that the public body specified in the request for proposals.

3. When ranking the proposals, the panel appointed pursuant to subsection 1 shall assign a relative weight of 5 percent to the applicant's possession of a certificate of eligibility to receive a preference in bidding on public works if the applicant submits a signed affidavit that meets the requirements of subsection 1 of NRS 338.0117. If any federal statute or regulation precludes the granting of federal assistance or reduces the amount of that assistance for a particular public work because of the provisions of this subsection, those provisions of this subsection do not apply insofar as their application would preclude or reduce federal assistance for that work.

4. After the panel appointed pursuant to subsection 1 ranks the proposals, the public body or its authorized representative shall, except as otherwise provided in subsection 8, select at least the two but not more than the five applicants whose proposals received the highest scores for interviews.

5. The public body or its authorized representative may appoint a separate panel to interview and rank the applicants selected pursuant to subsection 4. If a separate panel is appointed pursuant to this subsection, the panel must consist of at least three but not more than seven members, a majority of whom must have experience in the construction industry.

6. During the interview process, the panel conducting the interview may require the applicants to submit a preliminary proposed amount of compensation for managing the preconstruction and construction of the public work, including, without limitation, the cost of general overhead and profit, but in no event shall the proposed amount of compensation be less than 5 percent or more than 20 percent of the scoring for the selection of the most qualified applicant. All presentations made at any interview conducted pursuant to this subsection or subsection 5 may be made only by key personnel employed by the applicant, as determined by the applicant, and the employees of the applicant who will be directly responsible for managing the preconstruction and construction of the public work.

7. After conducting such interviews, the panel that conducted the interviews shall rank the applicants by using a ranking process that is separate from the process used to

rank the applicants pursuant to subsection 2 and is based only on information submitted during the interview process. The score to be given for the proposed amount of compensation, if any, must be calculated by dividing the lowest of all the proposed amounts of compensation by the applicant's proposed amount of compensation multiplied by the total possible points available to each applicant. When ranking the applicants, the panel that conducted the interviews shall assign a relative weight of 5 percent to the applicant's possession of a certificate of eligibility to receive a preference in bidding on public works if the applicant submits a signed affidavit that meets the requirements of subsection 1 of NRS 338.0117. If any federal statute or regulation precludes the granting of federal assistance or reduces the amount of that assistance for a particular public work because of the provisions of this subsection, those provisions of this subsection do not apply insofar as their application would preclude or reduce federal assistance for that work.

8. If the public body did not receive at least two proposals, the public body may not contract with a construction manager at risk.

9. Upon receipt of the final rankings of the applicants from the panel that conducted the interviews, the public body or its authorized representative shall enter into negotiations with the most qualified applicant determined pursuant to the provisions of this section for a contract for preconstruction services, unless the public body required the submission of a proposed amount of compensation, in which case the proposed amount of compensation submitted by the applicant must be the amount offered for the contract. If the public body or its authorized representative is unable to negotiate a contract with the most qualified applicant for an amount of compensation that the public body or its authorized representative and the most qualified applicant determine to be fair and reasonable, the public body or its authorized representative shall terminate negotiations with that applicant. The public body or its authorized representative may then undertake negotiations with the next most qualified applicant in sequence until an agreement is reached and, if the negotiation is undertaken by an authorized representative of the public body, approved by the public body or until a determination is made by the public body to reject all applicants.

10. The public body or its authorized representative shall:

(a) Make available to all applicants and the public the following information, as determined by the panel appointed pursuant to subsection 1 and the panel that conducted the interviews, as applicable:

- (1) The final rankings of the applicants;
- (2) The score assigned to each proposal received by the public body; and
- (3) For each proposal received by the public body, the score assigned to each factor that the public body specified in the request for proposals; and

(b) Provide, upon request, an explanation to any unsuccessful applicant of the reasons why the applicant was unsuccessful.

(Added to NRS by 2007, 2892; A 2009, 439; 2011, 50, 3696; 2013, 2976; 2015, 454; R 2013, 2986; A 2017, 4028; R 2017, 4035, effective July 1, 2021)

NRS 338.16935 Contract between construction manager at risk and subcontractor for certain preconstruction services. [Effective through June 30, 2021.]

1. Notwithstanding the provisions of NRS 338.16991 and 338.16995, and subject to the provisions of subsection 2, if a public body enters into a contract with a construction manager at risk for preconstruction services pursuant to NRS 338.1693, the construction manager at risk may enter into a contract with a subcontractor licensed pursuant to chapter 624 of NRS to provide any of the following preconstruction services, the basis of payment for which is a negotiated price:

(a) Assisting the construction manager at risk in identifying and selecting materials and equipment to be provided by each subcontractor;

(b) Assisting the construction manager at risk in creating a schedule for the provision of labor, materials or equipment by each subcontractor;

(c) For the purpose of enabling the construction manager at risk to establish a budget for the construction of the public work, estimating the cost of labor, materials or equipment to be provided by each subcontractor; and

(d) Providing recommendations to the construction manager at risk regarding the design for the public work, as the design pertains to the labor, materials or equipment to be provided by each subcontractor.

2. A subcontractor may not provide preconstruction services pursuant to this section in an area of work outside the field or scope of the license of the subcontractor.

(Added to NRS by 2011, 3680; R 2013, 2986; R 2017, 4035, effective July 1, 2021)

NRS 338.1696 Negotiation of contract for construction of public work or portion thereof with construction manager at risk; awarding of contract if public body unable to negotiate satisfactory contract with construction manager at risk; provision by construction manager at risk of information concerning public work and subcontractors. [Effective through June 30, 2021.]

1. If a public body enters into a contract with a construction manager at risk for preconstruction services pursuant to NRS 338.1693, after the public body has finalized the design for the public work, or any portion thereof sufficient to determine the provable cost of that portion, the public body shall enter into negotiations with the construction manager at risk for a contract to construct the public work or the portion thereof for the public body for:

(a) The cost of the work, plus a fee, with a guaranteed maximum price;

(b) A fixed price; or

(c) A fixed price plus reimbursement for overhead and other costs and expenses related to the construction of the public work or portion thereof.

2. If the public body is unable to negotiate a satisfactory contract with the construction manager at risk to construct the public work or portion thereof, the public body shall terminate negotiations with that applicant and:

(a) May award the contract for the public work:

(1) If the public body is not a local government, pursuant to the provisions of NRS 338.1377 to 338.139, inclusive.

(2) If the public body is a local government, pursuant to the provisions of NRS 338.1377 to 338.139, inclusive, or 338.143 to 338.148, inclusive; and

(b) Shall accept a bid to construct the public work from the construction manager at risk with whom the public body entered into a contract for preconstruction services.

3. Before entering into a contract with the public body to construct a public work or a portion thereof pursuant to subsection 1, the construction manager at risk shall:

(a) Provide the public body with a list of the labor or portions of the work which are estimated by the construction manager at risk to exceed 1 percent of the estimated cost of the public work; and

(b) Select each subcontractor who is to provide labor or a portion of the work which is estimated by the construction manager at risk to exceed 1 percent of the estimated cost of the public work in accordance with NRS 338.16991 and 338.16995 and provide the names of each selected subcontractor to the public body.

4. Except as otherwise provided in subsection 13 of NRS 338.16995, a public body shall not interfere with the right of the construction manager at risk to select the subcontractor whom the construction manager at risk determines to have submitted the best proposal pursuant to NRS 338.16995.

(Added to NRS by 2007, 2893; A 2009, 440; 2011, 3697; 2013, 2977; R 2013, 2986; R 2017, 4035, effective July 1, 2021)

NRS 338.1697 Authorized provision in contract with construction manager at risk for construction of public work or portion thereof for guaranteed maximum price. [Effective through June 30, 2021.] A contract entered into pursuant to NRS 338.1696 that is for a guaranteed maximum price may include a provision that authorizes the construction manager at risk to receive all or part of any difference between the guaranteed maximum price set forth in the contract and the actual price of construction of the public work, if the actual price is less than the guaranteed maximum price.

(Added to NRS by 2007, 2894; R 2013, 2986; R 2017, 4035, effective July 1, 2021)

NRS 338.1698 Required and authorized provisions in contract for construction of public work or portion thereof awarded to construction manager at risk. [Effective through June 30, 2021.] A contract awarded to a construction manager at risk pursuant to NRS 338.1696:

1. Must comply with the provisions of NRS 338.020 to 338.090, inclusive.
2. Must specify a date by which performance of the work required by the contract must be completed.
3. May set forth the terms by which the construction manager at risk agrees to name the public body, at the cost of the public body, as an additional insured in an insurance policy held by the construction manager at risk.
4. Must require that the construction manager at risk to whom a contract is awarded assume overall responsibility for ensuring that the preconstruction or construction of the public work, as applicable, is completed in a satisfactory manner.
5. May include such additional provisions as may be agreed upon by the public body and the construction manager at risk.

(Added to NRS by 2007, 2894; A 2009, 441; 2011, 3698; R 2013, 2986; R 2017, 4035, effective July 1, 2021)

NRS 338.16985 Duties and powers of construction manager at risk who enters into contract for construction of public work or portion thereof. [Effective through June 30, 2021.] A construction manager at risk who enters into a contract for the construction of a public work pursuant to NRS 338.1696:

1. Is responsible for contracting for the services of any necessary subcontractor, supplier or independent contractor necessary for the construction of the public work and

for the performance of and payment to any such subcontractors, suppliers or independent contractors.

2. If the public work involves predominantly horizontal construction, shall perform construction work equal in value to at least 25 percent of the estimated cost of construction himself or herself, or using his or her own employees.

3. If the public work involves predominantly vertical construction, may perform himself or herself or using his or her own employees as much of the construction of the building or structure that the construction manager at risk is able to demonstrate that the construction manager at risk or his or her own employees have performed on similar projects.

(Added to NRS by 2007, 2894; A 2013, 2978; R 2013, 2986; R 2017, 4035, effective July 1, 2021)

NRS 338.16991 Contract between construction manager at risk and subcontractor to provide labor, materials or equipment on project: Eligibility; procedure for determination of qualification of subcontractor to submit proposal. [Effective through June 30, 2021.]

1. To be eligible to provide labor, materials or equipment on a public work, the contract for which a public body has entered into with a construction manager at risk pursuant to NRS 338.1696, a subcontractor must be:

(a) Licensed pursuant to chapter 624 of NRS; and

(b) Qualified pursuant to the provisions of this section to submit a proposal for the provision of labor, materials or equipment on a public work.

2. Subject to the provisions of subsections 3, 4 and 5, the construction manager at risk shall determine whether an applicant is qualified to submit a proposal for the provision of labor, materials or equipment on the public work for the purposes of paragraph (b) of subsection 1.

3. Not earlier than 30 days after a construction manager at risk has been selected pursuant to NRS 338.1693 and not later than 10 working days before the date by which an application must be submitted, the construction manager at risk shall advertise for applications from subcontractors in the manner set forth in paragraph (a) of subsection 1 of NRS 338.1385. The construction manager at risk may accept an application from a subcontractor before advertising for applications pursuant to this subsection.

4. The criteria to be used by the construction manager at risk when determining whether an applicant is qualified to submit a proposal for the provision of labor, materials or equipment must include, and must be limited to:

(a) The monetary limit placed on the license of the applicant by the State Contractors' Board pursuant to NRS 624.220;

(b) The financial ability of the applicant to provide the labor, materials or equipment required on the public work;

(c) Whether the applicant has the ability to obtain the necessary bonding for the work required by the public body;

(d) The safety programs established and the safety records accumulated by the applicant;

(e) Whether the applicant has breached any contracts with a public body or person in this State or any other state during the 5 years immediately preceding the application;

(f) Whether the applicant has been disciplined or fined by the State Contractors' Board or another state or federal agency for conduct that relates to the ability of the applicant to perform the public work;

(g) The performance history of the applicant concerning other recent, similar public or private contracts, if any, completed by the applicant in Nevada;

(h) The principal personnel of the applicant;

(i) Whether the applicant has been disqualified from the award of any contract pursuant to NRS 338.017 or 338.13895; and

(j) The truthfulness and completeness of the application.

5. The public body or its authorized representative shall ensure that each determination made pursuant to subsection 2 is made subject to the provisions of subsection 4.

6. The construction manager at risk shall notify each applicant and the public body in writing of a determination made pursuant to subsection 2.

7. A determination made pursuant to subsection 2 that an applicant is not qualified may be appealed pursuant to NRS 338.1381 to the public body with whom the construction manager at risk has entered into a contract for the construction of the public work.

(Added to NRS by 2011, 3681; A 2013, 2979; R 2013, 2986; A 2017, 4030; R 2017, 4035, effective July 1, 2021)

NRS 338.16995 Contract between construction manager at risk and subcontractor to provide labor, materials or equipment on project: Authority to enter into; procedure for awarding subcontracts of certain estimated value; substitution of subcontractor on such subcontracts; availability of certain information to applicants and public. [Effective through June 30, 2021.]

1. If a public body enters into a contract with a construction manager at risk for the construction of a public work pursuant to NRS 338.1696, the construction manager at risk may enter into a subcontract for the provision of labor, materials and equipment necessary for the construction of the public work only as provided in this section.

2. The provisions of this section apply only to a subcontract for which the estimated value is at least 1 percent of the total cost of the public work or \$50,000, whichever is greater.

3. After the design and schedule for the construction of the public work is sufficiently detailed and complete to allow a subcontractor to submit a meaningful and responsive proposal, and not later than 21 days before the date by which a proposal for the provision of labor, materials or equipment by a subcontractor must be submitted, the construction manager at risk shall notify in writing each subcontractor who was determined pursuant to NRS 338.16991 to be qualified to submit such a proposal of a request for such proposals and shall provide to each such subcontractor a form prepared by the construction manager at risk and approved by the public body on which any proposal in response to the request for proposals must be submitted. A copy of the notice required pursuant to this subsection must be provided to the public body.

4. The notice required pursuant to subsection 3 must include, without limitation:

(a) A description of the design for the public work and a statement indicating where a copy of the documents relating to that design may be obtained;

(b) A description of the type and scope of labor, equipment and materials for which subcontractor proposals are being sought;

(c) The dates on which it is anticipated that construction of the public work will begin and end;

(d) If a preproposal meeting regarding the scope of the work to be performed by the subcontractor is to be held, the date, time and place at which the preproposal meeting will be held;

(e) The date and time by which proposals must be received, and to whom they must be submitted;

(f) The date, time and place at which proposals will be opened for evaluation;

(g) A description of the bonding and insurance requirements for subcontractors;

(h) Any other information reasonably necessary for a subcontractor to submit a responsive proposal; and

(i) A statement in substantially the following form:

Notice: For a proposal for a subcontract on the public work to be considered:

1. The subcontractor must be licensed pursuant to chapter 624 of NRS;

2. The proposal must be submitted on the form provided by the construction manager at risk and be timely received;

3. If a preproposal meeting regarding the scope of the work to be performed by the subcontractor is held, the subcontractor must attend the preproposal meeting; and

4. The subcontractor may not modify the proposal after the date and time the proposal is received.

5. A subcontractor may not modify a proposal after the date and time the proposal is received.

6. To be considered responsive, a proposal must:

(a) Be submitted on the form provided by the construction manager at risk pursuant to subsection 3;

(b) Be timely received by the construction manager at risk; and

(c) Substantially and materially conform to the details and requirements included in the proposal instructions and for the finalized bid package for the public work, including, without limitation, details and requirements affecting price and performance.

7. The opening of the proposals must be attended by an authorized representative of the public body. The public body may require the architect or engineer responsible for the design of the public work to attend the opening of the proposals. The opening of the proposals is not otherwise open to the public.

8. At the time the proposals are opened, the construction manager at risk shall compile and provide to the public body or its authorized representative a list that includes, without limitation, the name and contact information of each subcontractor who submits a timely proposal.

9. Not more than 10 working days after opening the proposals and before the construction manager at risk submits a guaranteed maximum price, a fixed price or a fixed price plus reimbursement pursuant to NRS 338.1696, the construction manager at risk shall:

- (a) Evaluate the proposals and determine which proposals are responsive.
- (b) Select the subcontractor who submits the proposal that the construction manager at risk determines is the best proposal. Subject to the provisions of subparagraphs (1), (2) and (3), if only one subcontractor submits a proposal, the construction manager at risk may select that subcontractor. The subcontractor must be selected from among those:
 - (1) Who attended the preproposal meeting regarding the scope of the work to be performed by the subcontractor, if such a preproposal meeting was held;
 - (2) Who submitted a responsive proposal; and
 - (3) Whose names are included on the list compiled and provided to the public body or its authorized representative pursuant to subsection 8.
- (c) Inform the public body or its authorized representative which subcontractor has been selected.

10. The public body or its authorized representative shall ensure that the evaluation of proposals and selection of subcontractors are done pursuant to the provisions of this section and regulations adopted by the State Public Works Board.

11. A subcontractor selected pursuant to subsection 9 need not be selected by the construction manager at risk solely on the basis of lowest price.

12. Except as otherwise provided in subsections 13 and 15, the construction manager at risk shall enter into a subcontract with a subcontractor selected pursuant to subsection 9 to provide the labor, materials or equipment described in the request for proposals.

13. A construction manager at risk shall not substitute a subcontractor for any subcontractor selected pursuant to subsection 9 unless:

- (a) The public body or its authorized representative objects to the subcontractor, requests in writing a change in the subcontractor and pays any increase in costs resulting from the change; or

- (b) The substitution is approved by the public body after the selected subcontractor:
 - (1) Files for bankruptcy or becomes insolvent;
 - (2) After having a reasonable opportunity, fails or refuses to execute a written contract with the construction manager at risk which was offered to the selected subcontractor with the same general terms that all other subcontractors on the project were offered;

- (3) Fails or refuses to perform the subcontract within a reasonable time;

- (4) Is unable to furnish a performance bond and payment bond pursuant to NRS 339.025, if required for the public work; or

- (5) Is not properly licensed to provide that labor or portion of the work.

14. If a construction manager at risk substitutes a subcontractor for any subcontractor selected pursuant to subsection 9 without complying with the provisions of subsection 13, the construction manager at risk shall forfeit, as a penalty to the public body, an amount equal to 1 percent of the total amount of the contract.

15. If a construction manager at risk does not select a subcontractor pursuant to subsection 9 to perform a portion of work on a public work, the construction manager at risk shall notify the public body that the construction manager at risk intends to perform that portion of work. If, after providing such notification, the construction manager at risk substitutes a subcontractor to perform the work, the construction manager at risk shall

forfeit, as a penalty to the public body, the lesser of, and excluding any amount of the contract that is attributable to change orders:

- (a) An amount equal to 2.5 percent of the total amount of the contract; or
- (b) An amount equal to 35 percent of the estimate by the engineer of the cost of the work the construction manager at risk selected himself or herself to perform on the public work.

16. The construction manager at risk shall make available to the public the name of each subcontractor who submits a proposal.

17. If a public work is being constructed in phases, and a construction manager at risk selects a subcontractor pursuant to subsection 9 for the provision of labor, materials or equipment for any phase of that construction, the construction manager at risk may select that subcontractor for the provision of labor, materials or equipment for any other phase of the construction without following the requirements of subsections 3 to 11, inclusive.

18. As used in this section, "general terms" has the meaning ascribed to it in NRS 338.141.

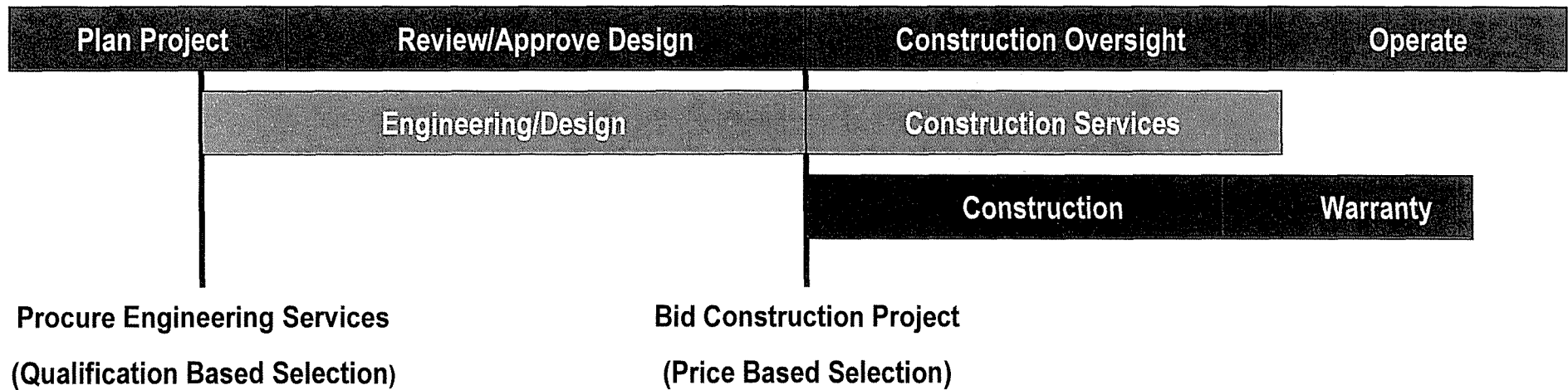
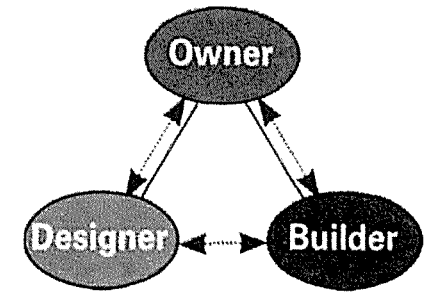
(Added to NRS by 2011, 3682; A 2013, 2980; R 2013, 2986; A 2017, 4031; R 2017, 4035, effective July 1, 2021)

Project Delivery Methods

- Three public works project delivery methods allowed by NRS 338
- Design-Bid-Build (DBB)
 - Traditional project delivery method utilized by IVGID
- Construction Manager at Risk (CMAR)
 - Last utilized by IVGID in 2002-04 to construct Public Works Building and Chateau
 - Substantial revisions in statute and process since
- Design Build (DB)
 - Until recent 2017 legislative session was limited to projects >\$5M

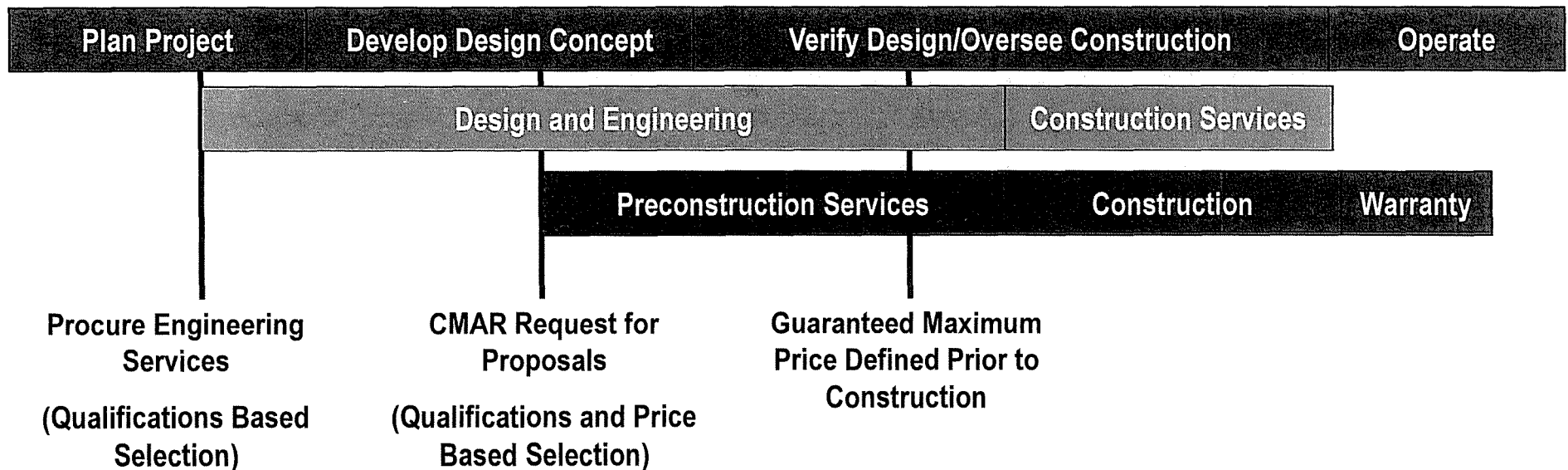
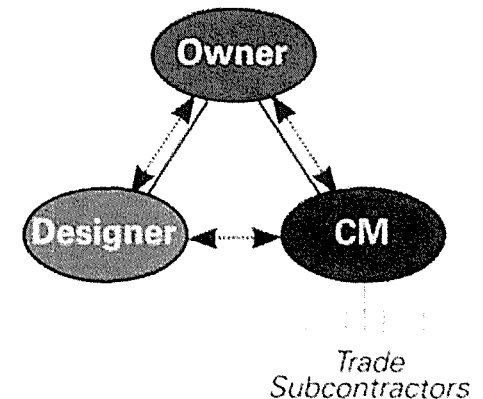
Design-Bid-Build

- Well-established, defined, linear process that is proven to work
- Distinct milestones to ensure expected results
- Design completed before bidding
- Bidding completed before construction



Construction Manager at Risk

- Similar to traditional delivery – but more collaborative
- Allows traditional selection of engineering services
- Design Build “light” – helps reduce risk
- Two contracts with Owner
- Design and construction pricing in parallel



Benefits of CMAR

- Direct Lines of Accountability – *reduces finger pointing and disputes*
- Contractor Involvement in Design – *reduces change orders and disputes*
- Best Value Selection – *qualified contractor building the project*
- Schedule Certainty and Schedule Enhancement – *contractor is endorsing and agreeing to the schedule prior to construction*
- Early Cost Knowledge – *contractor develops costs early in design*
- Potential Cost Savings – *more opportunity for construction creativity, value engineering, and getting within Owner's budget*

Chorey, Nathan P.

From: McCullough, Scott <SMcCullough@douglasnv.us>
Sent: Tuesday, August 18, 2020 10:02 AM
To: Chorey, Nathan P.
Subject: RE: CMAR vs Design-Bid-Build

Nathan,

Find list as requested. The values are approximate.

Douglas County School District

2010 Pinion Hills Elementary, Expansion, CORE Construction, \$2.5M
2012 Gardnerville Elementary, Expansion, CORE Construction, \$5.7M
2014 Douglas High School, Expansion, Turner Construction, \$20M
2016 Carson Valley Middle School, Revitalization, CORE Construction, \$3.7M
2017 District Wide Improvements, Major Maintenance, CORE Construction, \$1M
2018 Jacks Valley Elementary School, Revitalization, Q&D Construction, \$1.1M
2020 CC Meneley Elementary, Revitalization, CORE Construction, \$1.7M

Douglas County

2015 Community and Senior Center, New Build, CORE Construction (Design-Build) \$20M
2018 MEP Improvements, Major Maintenance, CORE Construction, \$1.7M
2019 Old Senior Center Remodel, Revitalization, CORE Construction, \$1.1M
2020 Cave Rock Water System Improvements, Major Maintenance and Expansion, CORE Construction, \$14M

East Fork Swimming Pool District

2018 Locker Room Improvements, Remodel, Q&D Construction \$0.7M
2020 West Side Expansion and Boiler Replacement, Expansion and Major Maintenance, Q&D Construction, \$0.9M

Town of Genoa

2020 Town Hall and Office Improvements, Revitalization, CORE Construction, \$1M

Thanks,

Scott McCullough
Project Manager
Douglas County

From: Chorey, Nathan P. <npc@ivgid.org>
Sent: Monday, August 17, 2020 2:50 PM
To: McCullough, Scott <SMcCullough@douglasnv.us>
Subject: RE: CMAR vs Design-Bid-Build

CAUTION: This email is from an external source. Use caution when clicking links or opening attachments.

Hi Scott,

Thanks for this. Do you have a list of projects you have utilized the CMAR project delivery method for?

Nathan Chorey, PE

IVGID Engineering Manager

P: 775-832-1372

From: McCullough, Scott [<mailto:SMcCullough@douglasnv.us>]

Sent: Monday, August 17, 2020 1:12 PM

To: Chorey, Nathan P. <npc@ivgid.org>

Subject: RE: CMAR vs Design-Bid-Build

Nathan,

I have managed CMAR projects for the Douglas County School District since 2010, delivering all either on or under budget and on schedule. I have introduced the method to Douglas County, East Fork Swimming Pool District and the Town of Genoa as well again achieving the same results in their projects.

The method is highly collaborative and insures the Owner of an aligned scope to budget. Unlike design bid build which offers no guarantee of delivering a project on budget. Factors that increase the bid day surprises are many. In CMAR those factors are analyzed by the team of the Owner, Builder and Architect, and can accurately forecast cost for the project. The CMAR method estimates the project incrementally at Schematic Design, Design Documents and Construction Documents. These milestones are met and authorized to proceed to the next level of design and estimating. Once the design is complete the CMAR bids the work competitively in accordance to NRS. The bidding is competitive and Owner input is given for selection.

Due to the fact the CMAR has actively participated in the design and fully understands the project a Guaranteed Maximum Price Contract is offered for acceptance to the Owner. The design bid build deals with unforeseen change through the change order process which offers less value to the Owner. The construction schedule is also tied to the GMP. The CMAR is aware and has prepared the schedule meeting the Owners constraints to deliver a project on time.

If you have any other questions please feel free to call to discuss. Best of luck on your project.

Sincerely,

Scott McCullough

Project Manager

Douglas County

From: Chorey, Nathan P. <npc@ivgid.org>

Sent: Friday, August 14, 2020 3:07 PM

To: McCullough, Scott <SMcCullough@douglasnv.us>

Subject: CMAR vs Design-Bid-Build

CAUTION: This email is from an external source. Use caution when clicking links or opening attachments.

Hi Scott,

We are discussing project delivery methods with our Board of Trustees for a pool replacement project we are working on at Burnt Cedar Beach. Can you please briefly share your/Douglas County's experiences with CMAR vs. Design-Bid-Build?

Thank you.

Nathan Chorey, PE

Engineering Manager

Incline Village General Improvement District

1220 Sweetwater Road, Incline Village NV 89451

P: 775-832-1372

F: 775-832-1331

M: 530-448-4895

npc@ivgid.org

<http://ivgidpublicworks.com>

MEMORANDUM

TO: Board of Trustees

FROM: Indra Winqest
District General Manager

SUBJECT: Review and discuss the District General Manager taking one of the four following actions to obtain legal services for the District:

- a. Proceed with a Request for Information followed by a Request for Proposal;
- b. Obtain a pricing proposal from Best, Best & Krieger for a monthly retainer fee and/or hourly fee
- c. Interview and hire in-house legal counsel; or
- d. An alternative/option determined by the Board of Trustees at this meeting

DATE: August 19, 2020

This agenda item is to allow the Board of Trustees to have a discussion, in public, about the options framed above. Attached to this memorandum are the following reference documents:

- Request for Information used in 2018
- Request for Proposal used in 2018

II. BACKGROUND

After many years of service by one firm, the District changed legal counsel in 2014, following the death of our previous provider. The current provider was contracted with to serve through calendar year 2018. Since the firm originally hired in 2014 had undergone several changes in constitution and form, the District repeated the process for a Request for Information and Request for Proposal similar to that used in 2014. However, unlike the last process, rather than just relying on response to a publication, Staff distributed the Request for Information both through publication and by mail to a list of known government legal counsel providers. The District General Manager led the process for considering the contracting of new Legal Counsel for the District and one Trustee participated in the evaluation process. The firm that received this award was Hutchison & Steffen who has served the District since that award in 2018. On April 15, 2020, the Board of Trustees decided, in a unanimous vote, to terminate the retainer agreement with the aforementioned firm. The retainer agreement included a clause (10.3) which required a written

notice be given 180 days prior to termination. This termination letter was issued on April 15, 2020 (and publicly reviewed during a Board of Trustees meeting on the same date) and Hutchison & Steffen representatives acknowledged receipt thereof shortly following delivery. The District General Manager and Hutchison & Steffen Managing Partner recently met to discuss the termination and mutually agreed to an accelerated termination date of August 31, 2020 without penalty; that means that the last services to be rendered by Hutchison & Steffen will be August 31, 2020. The final billing will follow shortly thereafter. The Managing Partner of Hutchison & Steffen understands the process that the District has gone through to obtain legal counsel services and has graciously offered to render any services requested of them following August 31, 2020 and will bill accordingly at its hourly rate(s). The District has every intention of having all matters completed with Hutchison & Steffen on or before August 31, 2020 and appreciates this offer. Presently, the District has contracted with Best, Best & Krieger for the following three tasks:

Task 1 is the review of the current Hutchison & Steffen legal services agreement to provide an opinion on the agreement's contents; and

Task 2 is review the status of the Mark E. Smith & IVGID (Case No. CV18-01564) to provide an opinion on the current status of the case, provide opinion(s) on potential settlement options, and assist the Board of Trustees with the settlement of the case in the best interest of the District.

Went to the Board of Trustees on January 29, 2020 and was approved with \$30,000 in funding provided out of the General Fund.

Task 3 is to provide legal services to the Incline Village General Improvement District Board of Trustees. These services include, but are not limited to, the following services:

Attending scheduled Board of Trustees meetings starting May 27, 2020 with an ending date of to be determined and representing themselves as District General Counsel;

Answer all questions posed by the Board of Trustees; and

Provide other services as directed by the Board of Trustees Board Chair.

These services are provided under the agreement dated February 3, 2020 and the fees charged are in accordance with this same agreement; Joshua Nelson, hourly rate of \$275.00.

All services provided by service provider shall be under the control of the Board of Trustees Chair. All invoices charged against this task shall be approved by the Board Chair prior to payment by the District. This effort will be coordinated by the Interim District General Manager or his designee.

The funds allocated to this task are not-to-exceed fifty thousand dollars (\$50,000.00). The approval for these funds came before the Board of Trustees on May 6, 2020 and were approved by a unanimous vote of the Board of Trustees (Callicrate, Dent, Morris, Schmitz, and Wong). Funding source is the General Fund.

Agreement total is \$80,000.00 as of May 6, 2020.

The spend through July 2020 for this contract is, in total \$33,799.57 ; remaining funds are, in total, \$46,200.43.

Newspaper Ad published September XX, 2018 and Mailed to Identified Firms

Incline Village General Improvement District (District) is seeking, as Phase One to a multi-phased process, expression of interest by Legal Counsel for representation of aforementioned District. Phase One is the completion of a short questionnaire, which is available by sending an e-mail to sah@ivgid.org, prior to September XX, 2018, with return to the District no later than XX, XX, 2018 to the same e-mail address. Following this date, questionnaires will be reviewed and each firm will be notified, via e-mail, and provided a more lengthy and detailed questionnaire (Phase Two). After receipt of the Phase Two questionnaire and prior to completion thereof, each Legal Counsel candidate selected for further consideration will select an available date for interview (provided at the same time as the Phase Two questionnaire is provided) by the District at its location in Incline Village, Nevada. All costs associated with this interview will be borne by the Legal Counsel candidate. Following completion of Phase Two, the District will make a report to its Board of Trustees at a regularly scheduled meeting, most likely sometime in November 2018, and each Legal Counsel candidate interviewed shall be noticed of said meeting. At this time, it is anticipated that the District's Board of Trustees will make a determination of whether or not to accept a staff recommendation with regard to the selection of Legal Counsel and proceed immediately to negotiation of a service agreement or pursuit another round of interviews or an extended selection process. Only those Legal Counsel candidates who have completed both Phase One and Phase Two will be on the list to continue into Phase Three if necessary; the Request for Proposal is Phase Three of the process. The District reserves the right to reject any and all questionnaire(s) and to stop the process at any point.

Phase One Questionnaire, due by September XX, 2018, via e-mail to sah@ivgid.org

Please answer each of the following questions and should you require additional explanation to any of the answers provided above, please attach additional sheets as needed.

1. Have you represented a Nevada General Improvement District (GID)?
If yes, how many years of experience do you have representing GID?
2. Do you currently represent a GID?
3. Do you have experience with Nevada Open Meeting Law?
4. Do you have experience in Nevada Revised Statute 318?
5. Do you have experience on Workmen's Compensation issues in Nevada?

6. Do you have experience on Labor Law issues in Nevada?
7. Do you have experience with Local Government Purchasing and Public Works Contracting issues in Nevada?
8. Do you have experience with litigation defense for public entity torts, labor and employment, public safety or construction law?
9. Do you have experience with Nevada or Washoe County property law?
10. Do you have experience with development/redevelopment initiatives?
11. Do you have experience working with Lake Tahoe water rights, environmental issues, and other critical matters important to Lake Tahoe?
12. Do you have experience working with the TRPA?
13. In general, do you have experience working with local government code development or enforcement?

Phases of the Process

Phase One.. Expression of interest by Legal Counsel and the completion of a short questionnaire, which is available by sending an e-mail to sah@ivgid.org, no later than September XX, 2018, with return, to the District, no later than XX XX, 2018. The District will review the submitted questionnaires and may decide to continue with all those that submitted or may decide to eliminate some or all of those submitted.

Phase Two.. Completion of a more lengthy and detailed questionnaire accompanied by setting and keeping an interview appointment with the District at its location in Incline Village, Nevada. All costs associated with this interview will be borne by the Legal Counsel candidate. The District will review the submitted questionnaires and may decide to continue with all those that submitted or may decide to eliminate some or all of those submitted.

10/2018 Review by the Board of Trustees of the process and results to date with guidance issued.

Phase Three If direction provided by the Board of Trustees, only those Legal Counsel candidates who have completed both Phase One and Phase Two will be on the continuation list.

The District reserves the right to reject any and all questionnaire(s) and to stop the process at any point.

REQUEST FOR PROPOSALS

LEGAL SERVICES FOR INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

Released – XX XX, 2018

1. Introduction

The Incline Village General Improvement District (District) is seeking proposals from qualified Legal Counsel for legal services for the District's Board of Trustees, General Manager, and staff execution of transactions and support of general government activities driven by constituents. Services periods would be awarded for a series of calendar years, with options to review and renew for additional years. The primary contact for the District's legal counsel would be the General Manager or his designee.

2. Scope of Work

The selected Legal Counsel will:

- Provide clear and concise legal advice and consultation as requested, to the governing body and staff. Response is required within a mutually-agreed upon timeframe.
- Attending regular Board of Trustee meetings and advice the Board on agenda items and procedural matters, including the Nevada Open Meeting Law.
- Provide guidance and training regarding NRS 318 and other legal requirements imposed by statute and common law.
- Provide designated office hours or times of availability at the District's Administrative Offices, as agreed to with the General Manager and/or the Board of Trustees. For purposes of this proposal, the initial request is 2 blocks of 4 hours per month.
- Draft, review and/or revise documents such as legal memos, contracts, ordinances, resolutions.
- Represent the District in litigation and/or act as liaison to outside counsel.
- Perform legal work related to land use issues.
- Research special district or other legal matters as requested by the Board of Trustees or the General Manager.

3. Deliverables

At a minimum, Legal Counsel shall submit the following deliverables to the District in the course of each fiscal year:

- Annual Report on litigation matters, including status or resolution by matter.
- Review and preparation, based on published agenda for each regular Trustee meeting, and active engagement during the meeting for the listed topics, to the extent the application of Nevada Revised Statutes or related legal matters could affect actions or deliberations on those agenda items.
- Closed litigation sessions with the Board of Trustees as needed.
- Drafts, finished documents or comments on contracts as presented, to assist staff with the execution of transactions under District policies, practices and procedures.

4. District Management

Steven Pinkerton is the District's General Manager and will have overall responsibility and accountability for Legal Services utilized by the District. Various District Staff will work directly with the Legal Counsel to coordinate or execute transactions in the regular course of the District's business. Legal Counsel may use other members of their respective firm to provide services at an appropriate level under the agreement. Such members and their qualifications or positions in the organization should be provided in advance of assignment them any duties under the agreement. The District shall be responsible for providing the following:

- Agendas, and related packet materials, for any Board of Trustees meeting for regular business, retreats, workshop or hearings
- Annual Operating and Capital Budgets as adopted
- Comprehensive Annual Financial Report as adopted
- Access to the District's archive of documents
- Access to member of the District's Senior Team for consultation

5. Proposal Content and Requirements

To be considered for Legal Services, your **Proposal Contents** must be clearly marked and shall include the following:

A typical proposal submittal should follow the format provided below:

- Transmittal Letter (no more than 2 pages): Include any information you believe should be highlighted from your proposal or any key considerations for the selection committee to consider that are not covered in the proposal requirements. Counsel will also include in the transmittal, any exceptions taken to the District's Standard Legal Services Agreement.
- Firm Experience (no more than 2 pages): Provide a general overview of your firm's experience at providing Legal Services associated with special districts or other forms of government.

- Firm Capacities (no more than 2 pages): Describe your Firm’s capacities, including titles, office location and contact information. Include the key individuals and support staff that will actually be responsible for conducting the legal activities and for administrative management of the agreement. Include a percent-time availability providing legal advice and assistance to operating departments with regard to employee disciplinary actions.
- Identify dates for the week of October 2, 2018, the proposer would be available for an interview.
- References (no more than 2 pages): Provide at least three (3) references for the key individuals on the Legal Services team. This section should provide a short description of the firm or staff members’ role, and a specific contact person with phone number. The selection team will be focusing on project performance and will be requesting input as to conformance with schedules and budgets.
- Submit an estimate of hours to complete the services as described in this Request for Proposals. The estimate should be an itemized staffing breakdown in spreadsheet form, indicating personnel classification, hours for each team member for each work task.
- Appendix materials may be provided, but is not required other than specifically identified, in addition to the ten-page proposal limit. Appendix material submitted should be limited to resumes of proposed key staff relevant to the scope of work.

6. Proposed Compensation

Legal Counsel shall provide a Schedule of Services and related fees charged to the District by task and as an option by the hour for services that occur only upon request or occasion. Proposers are encouraged to establish a fixed fee per month for attendance of Board of Trustee meetings and providing regular office hours. The proposal shall identify the methods for charging indirect or other costs and expenses including travel and any other direct expenses.

7. Desired Schedule

RFP Phase

Begin RFP Process	August XX, 2018
RFP Submittals Due	September XX, 2018
Preliminary Review completed	September XX, 2018
Report to Board of Trustees	October 24, 2018
Interviews completed	October 05, 2018
Board Recommendation	November 14, 2018
Implement of services	January 1, 2019
Complete transition of services	90 days or less after implementation begins

8. Evaluation Criteria

Under Nevada Revised Statutes, Legal Services are exempt from bidding procedures as a Professional Service. The District intends to select a Legal Services provider that demonstrates any ability to best serve the needs of the District Board of Trustee meetings, day to day operations and the in those capacities to serve the public interest of the communities of Incline Village and Crystal Bay. Before selection is made the proposed Legal Counsel consultants will participate in an interview held with the Senior Team at the District's Administrative Office.

The Senior Team, through the General Manager, will recommend an action to the Board of Trustees who will make the final determination.

9. Submittals

Interested parties shall submit five (5) copies of their Proposal to the District by no later than 5 p.m., September XX, 2018. The Proposal shall be presented in a sealed envelope labeled "Legal Services Agreement" and addressed as follows:

Incline Village General Improvement District
Attention: Susan Herron
District Clerk to the Board of Trustees
893 Southwood Blvd.
Incline Village, NV 89451
(775) 832-1207

Proposals shall not exceed ten (10) pages in length (plus a project schedule, manpower loading matrix, and appendix material) using a minimum 11-point font size type. Resumes should be included as attachments and will not be counted within the 10-page proposal limit.

MEMORANDUM

TO: Board of Trustees

FROM: Tim Callicrate
Board Chairman

SUBJECT: Review and discuss an improved method of handling correspondence submitted to the Board of Trustees/District

**STRATEGIC Long Range Principle #6 - Communication
PLAN REFERENCE**

DATE: August 18, 2020

This item is a review and discuss item only. Provided, as background information, are the following documents:

1. April 13, 2018 memorandum – Subject: Review, discuss and possibly approve an improved method of handling correspondence submitted to the Board of Trustees/District.
2. April 25, 2018 excerpt of meeting minutes where 1. above was discussed by the Board.
3. July 3, 2018 memorandum – Review, discuss, receive Board direction and possibly approve a Board Correspondence Policy to be included in Policy 3.1.0
4. July 24, 2018 excerpt of meeting minutes where 3. above was discussed by the Board.
5. May 31, 2018 Open Meeting Law Complaint OAG File No. 13897-287.
6. June 15, 2018 Response to 5. above.
7. October 2, 2018 Open Meeting Law – Opinion – OAG File No. 13897-287.
8. November 13, 2018 excerpt of meeting minutes where 7. above came before the Board.

The goal of this discussion is to determine what the Board would like to do moving forward so that the Staff can then draft a Board Correspondence Policy that would be incorporated into Policy 3.1.0 which is also attached hereto. There are a few items to keep in mind:

- A. The District must be compliant with the Opinion from OAG File No. 13897-287.
- B. The Board of Trustees must be willing and able to follow whatever policy we prepare.
- C. The Board of Trustees should be willing to talk about what the purpose is for taking this action; the whys of doing this and the benefits, if any.
- D. Acknowledgement that we don't presently have correspondence in our packets, and haven't included it since November 13, 2018, and therefore discuss the unintentional consequences of taking this action, if any.

ATTACHMENT 1

MEMORANDUM

TO: Board of Trustees

FROM: Phil Horan
Vice Chairman, Board of Trustees

SUBJECT: Review, discuss and possibly approve an improved method of handling correspondence submitted to the Board of Trustees/District

STRATEGIC PLAN: Long Range Principle #6 – Communication

DATE: April 13, 2018

I. RECOMMENDATION

That the Board of Trustees makes a motion to adopt the process as outlined below as its process for handling correspondence to the Board of Trustees/District.

Given all the advances in technology, the proposal for correspondence, effective upon the adoption of this Board action is:

1. Members of the public will continue their practice of sending electronic mail to all members of the Board. Staff will update the District's website with a more defined process for their transmission.
2. The District Clerk will be required, under the agenda item "Correspondence Received by the District" to verbally state all the members of the public who have submitted correspondence to the District and/or Trustees as known but will not include the correspondence within the Board packet or successive ones.
3. When the District Clerk and/or District General Manager IS NOT included on Correspondence submitted to the Board of Trustees, it remains the responsibility of all Board members to forward that correspondence to Staff.
4. Handwritten letters received by the District will be scanned by the District Clerk and transmitted to the Board of Trustees and the District General Manager.
5. If a member of the public is unable to attend a Board meeting, to make public comments and submit their comments in writing, they are welcome to

transmit their comments and statements via e-mail to the Board of Trustees; these transmittals will be treated as Correspondence.

6. As always, regarding the Board of Trustees meeting minutes, under Nevada Revised Statutes 241.035 (1)(e), any Trustee has the right to include, as an attachment, any submittal they so desire. This must be done at a Board of Trustees meeting during the review of the meeting minutes.

II. DISTRICT STRATEGIC PLAN

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

III. BACKGROUND

Correspondence was added to the Board of Trustees agenda on April 14, 1999 under the Board leadership of Syd Brosten, Tim Callicrate, Kenny Kinsman, Gail Krolick and Joe Marson and continues to this day.

Prior to the introduction/use of electronic mail, having correspondence on the agenda was the tool to get handwritten letters to the Board within the Board packet. It was also used to have the transcriptions of 831-VOTE (a telephone number no longer in use and discontinued around 2007) included in the packet as well as transmit to the Board of Trustees.

Today, 2018, we have electronic mail and it makes this whole process more effective and efficient as the District has the Board of Trustees contact list out on its website as well as established an info@ivgid.org electronic mail address, which is again, out on the District's website.

ATTACHMENT 2

concern that Trustee Dent brought up as he too is concerned about that and while he knows we have time frame and that this is a clerical error, it can be resolved in a meeting so this is a situation where we are accepting it and then it can come back at a later date. That is his concern because of the discrepancy in tonight's action. Chairwoman Wong said it is a typographical error that Staff will adjust and then bring to the next meeting.

Trustee Dent said before the Board votes, in reading the statute, the statute is pretty clear and that the Board must act to enter into litigation and that didn't happen so this is taking an obscure policy, adding clarity, and thus he will be voting in favor of this action. Chairwoman Wong asked District General Counsel to comment. District General Counsel Guinasso said that he stands by the legal arguments and that the legal opinion stands. Trustee Dent can disagree but the District General Manager had the authority to take the action he did prior to the adoption of this new language.

Hearing no further comments, Chairwoman Wong called the question – the motion passed unanimously.

G.3. Review, discuss and possibly approve an improved method of handling correspondence submitted to the Board of Trustees/District (Requesting Trustee: Vice Chairman Phil Horan)

Trustee Horan gave an overview of the submitted materials.

Chairwoman Wong asked if other agencies were looked at to see what they do and how does it get communicated back to the Board. Trustee Horan said it was only checked as being part of the Board packet not checked on how they handled it.

Trustee Callicrate said that the concern that was brought to his attention was about public records and that he knows there are a few individuals that could be cited for providing reams of paper for correspondence but that he didn't think that by not putting this in our packet or attaching them to our agendas the perception is everything and that is that we are trying to keep dissenting opinions out. He doesn't have an issue with how it is being handled now so he would like to keep this status quo and that he is against changing or revising this item. He likes it the way it is so he can look at it.

Trustee Dent said when you looked at this, you make this a potential important item but what is the problem we are solving and how are we improving what we currently have. Trustee Horan said this makes it a more streamlined approach and it doesn't impact the communities' ability to communicate with us. This is just his thoughts and he understands there are five of us so he does understand that there is going to be a difference of opinion.

Chairwoman Wong said she is indifferent on inclusion and that she does like items 1, 3, 4, 5, and 6 within the memorandum. We could consider aspects that we want to put into a policy so we all know we are on the same page.

Trustee Dent said that there is one other thing to improve and that is a plan on how to respond to comments. We hear no response quite often so does this need to be tracked in some way such that the Board is compliant. Chairwoman Wong said that she thinks that Staff has a tracking system. Trustee Horan said that the correspondence will still be acknowledged and that right now, if the District Clerk gets something, and assuming she is copied on it, she forwards it and it is part of correspondence which is acknowledged. District Clerk Susan Herron said she verbally acknowledges its receipt at the Board meeting. District General Manager Pinkerton added that Staff does follow up when there is a question however it gets tricky. The Open Meeting Law plays a role when copying other Board members so it is better to run it through Staff versus a meeting or responding to that e-mail. Staff does attempt to do what we can and try to take it off the Board but keep you informed.

Trustee Dent said he has a technical question – info@ivgid.org – how does it work. District General Manager Pinkerton said it comes to the District Clerk and is then routed, for response, accordingly.

Trustee Callicrate said that he appreciates the work done on this item however his feeling is that he doesn't see that there is a problem and that by trying to improve upon it, it is creating a bigger problem for themselves. While he appreciates this, he would like to leave things as they are.

Trustee Morris said he would certain like to clean up our correspondence and that he doesn't recall any correspondence that wasn't on an e-mail and that there is a reality and perception issue to deal with. Having seen the various comments that there is a move afoot to take away citizen's rights to communicate is that the first thing is that the correspondence is coming to

us, as a Board, and that our Board packet is not a publication mechanism. He often sees communications that border on libelous so to what extent are we confirming or agreeing with that in publishing that in the minutes of the meeting however everybody has a right say what they want. If people want to communicate with the Board of Trustees or to IVGID then those communications are available to anyone by just going to the District Clerk. This is not stopping anyone from communicating or having access to what was communicated to us if, as proposed, this went through. District General Manager Pinkerton agreed. Trustee Morris said that he doesn't want to stop anyone from communicating with them so he is open to hearing other points of how to do this.

Chairwoman Wong said that she would think that there is some sort of platform that correspondence could be logged or categorized along with the response. District General Manager Pinkerton said that the Board has given Staff feedback tonight and that they will take a look at this feedback and look at what others do and then bring it back when we can give you some more information. This was not an attempt to craft policy but rather about seeing what others have done.

Trustee Horan said he has no problem with doing that and that he simply brought forth his recommendation, based on the Board's request, and that he will take a deeper look.

Chairwoman Wong closed this item with no action taken.

H. DISTRICT STAFF UPDATE*

H.1. General Manager Steve Pinkerton

Chairwoman Wong said that if the Board pursued leasing on major pieces of equipment that could potentially negate the need for a bond in the future – is that correct. District General Manager Pinkerton said that under the current scenario, yes, that could mitigate the need for a bond however if we don't lease any one of those items then that could have an impact. Chairwoman Wong said she just wanted to ensure that she was interpreting the information correction; lease it now or bond it later down the road.

Trustee Morris said so if we elect to consider leases of items in the future and then one of them doesn't get a lease that puts us in some sort of jeopardy going forward and if at some point in the future, we decide to do a

ATTACHMENT 3

MEMORANDUM

TO: Board of Trustees

THROUGH: Steven J. Pinkerton
General Manager

FROM: Jason D. Guinasso, Esq.
District General Counsel

SUBJECT: Review, discuss, receive Board direction and possibly approve a Board Correspondence Policy to be included in Policy 3.1.0.

DATE: July 3, 2018

I. RECOMMENDATION

That the Board of Trustees makes a motion to amend Policy 3.1.0 to include proposed Board Correspondence Policy.

II. BACKGROUND

The Board of Trustees receive correspondence from residents and business owners both on a wide variety of issues and in multiple formats. These formats may include regular mail, email and phone calls. Correspondence received by the District has been included in IVGID Board of Trustees packets as a way to provide applicable information to the BOT regarding written communications to the Board from the public. However, there is no statute, regulation, case law, attorney general opinion or IVGID policy that requires the publication of correspondence received by the District. The practice of providing written correspondence to the Board has been an informal practice provided as a courtesy to Board members for several years. This topic was previously discussed at the Board meeting of April 25, 2018.

Notably, the Board of Trustees receives every correspondence regardless of whether it is published as a part of a Board packet or not.

III. PROPOSED POLICY

The Incline Village General Improvement District Board Trustees will receive correspondence in various formats. To ensure that all correspondence is dealt with expediently, and in an appropriate manner, the "Board Correspondence" Policy will

Review, discuss receive Board direction and possibly approve a Board Correspondence Policy to be included in Policy 3.1.0. -2-

July 3, 2018

provide a guide to ensure that the opinions of the people of the community of Incline Village and Crystal Bay are relayed to the Board, while ensuring that such correspondence is presented in a consistent and respectful manner. This policy shall be administered by the District Clerk.

To ensure that correspondence directed to the Board is provided in an appropriate, consistent, respectful and expedient manner, the following provisions shall apply:

1. Where the subject matter of a communication is properly within the jurisdiction of the Board of Trustees, and if it is the intent of the author to have correspondence included in a subsequent Board packet, the following provisions shall apply:
 - 1.1. Correspondence shall be addressed to the IVGID General Manager and Board of Trustees, to the attention of the District Clerk;
 - 1.2. Correspondence, including petitions, intended for inclusion in a Board packet, shall be typewritten or legibly printed, and shall include the name and signature of at least one person or agency, and shall include the address, telephone numbers, and email addresses, and shall specifically state that the correspondence is intended to be placed in a Board packet under "Correspondence Received by the District";
 - 1.3. Correspondence of this nature shall not contain any inappropriate, illegal or defamatory statements, allegations, inferences, impertinent, disrespectful or improper matter;
 - 1.4. Correspondence not in compliance with Item 1.3, as deemed by the District General Manager will be returned to the sender (if known) with an explanation as to why the material cannot be included in the Board packet, and the correspondence will be withheld from inclusion in the packet, with a copy maintained by the District Clerk;
 - 1.5. Names, addresses, telephone numbers, etc. contained within the correspondence will be included in the Board packet which is published to the District's website;
 - 1.6. Correspondence intended for inclusion in a Board packet must be received by the District Clerk seven (7) business days and before 12 noon (PST) prior to the regular Meeting of Board;
 - 1.7. Communications received seven (7) business days after 12 noon (PST) preceding the day of a Board meeting shall be held over for

Review, discuss receive Board direction and possibly approve a Board Correspondence Policy to be included in Policy 3.1.0.

-3-

July 3, 2018

inclusion in the next Board packet prepared for the next regular meeting;

- 1.8. Board meeting agendas, minutes, and all information presented at an open meeting, including correspondence received, are public documents and are published on the IVGID website as part of a Board agenda package, as well as in paper form upon request.
2. Communications directed to the Board through the District Clerk, received by electronic mail, shall be forwarded to members of Board electronically and shall not be placed in Board packet, unless specifically requested to do so by the author or subsequently by a member of Board, and if the correspondence is in compliance with Item 1.3 of this Policy;
3. Communications received in response to a posted, public agenda of a Public Meeting, addressed to the General Manager and Board, or to the District Clerk, shall be placed in the pertinent Public Meeting packet to be considered as part of the submissions
4. Once correspondence is included in the Board packet, it will be reviewed at the Board meeting as an identified section on the meeting agenda. All direction by the Board, with respect to correspondence included in the packet, will be communicated by the Board Secretary, with a copy to the District Clerk, to the author, generally in the same manner in which it was received.
5. Correspondence submitted in the form of a letter, memorandum, report, notice, electronic mail, fax, petition, etc. submitted anonymously or containing profanity, defamatory statements, allegations, inferences, or disrespectful comments, as deemed by the General Manager, will be returned to the author (if known), with a copy filed, and will not be circulated.
6. Correspondence, including e-mail correspondence, intended for the Board and/or a Board committee is generally received as public information subject to the Nevada Public Records Act.
7. Questions relating to this policy should be directed to the General Manager.

Review, discuss receive Board -4-
direction and possibly approve a
Board Correspondence Policy to
be included in Policy 3.1.0.

July 3, 2018

IV. ALTERNATIVES

- A. Not approve above proposed policy.
- B. Direct Staff to prepare alternative policy based on feedback of Board.

V. WHAT DO OTHER AGENGIES DO?

Washoe County Commissioners, City of Reno, and the North Tahoe Public Utility District do not list correspondence on their agendas. Sun Valley General Improvement District has a brief statement on their meeting agenda that states that correspondence may be covered under Staff reports.

ATTACHMENT 4

Chairwoman Wong turned it over to District General Counsel Guinasso who gave a brief overview of the complaint, response, and the opinion.

Chairwoman Wong said that anyone can submit a complaint that doesn't result in a violation and that there have been only two items that the District has had to take corrective action and that there has been a number of complaints that have been filed that have resulted in no violations and if anyone wants a record of that, they can do a public records request.

Trustee Callicrate said that he has a point of clarification; he is unclear when we received those fifteen complaints regarding the minutes that he was under the impression, from the Attorney General, that yes, we were in violation of not accepting. Chairwoman Wong said that all fifteen of those were one complaint and there was one corrective action we took. District General Counsel Guinasso added that he would also note that the Attorney General gave us advice on a go forward basis on how we should handle the minutes. All were out of the Attorney General's timeframe and the Attorney General gave us direction going forward. There is a disagreement on how the law was interpreted and we have conformed our practices to that direction provided.

Trustee Morris said that he thinks it is important to somehow deal with the false statement of how many have occurred and how many have been filed as he doesn't know of any way to get it on the record those that have been filed versus those that have been upheld. Someone commented today that we had fifteen complaints and he wanted to clarify that. District General Counsel Guinasso said that under this agenda item we can talk about this one complaint and that if the Board would like, he can prepare a report, give a summary, and provide some analysis relative to the complaints, etc. and provide that at a future meeting. Chairwoman Wong asked that this proposed report be added to the long range calendar.

F.7. Review, discuss, receive Board direction and possibly approve a Board Correspondence Policy to be included in Policy 3.1.0. (Requesting Board Member: Trustee Tim Callicrate) – REMOVED FROM THE AGENDA IN ITS ENTIRETY

G. DISTRICT STAFF UPDATE (for possible action)

G.1. General Manager Steve Pinkerton

ATTACHMENT 5

ADAM PAUL LAXALT
Attorney General



STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL
555 East Washington Avenue, Ste. 3900
Las Vegas, Nevada 89101

J. BRIN GIBSON
First Assistant Attorney General
NICHOLAS A. TRUTANICH
Chief of Staff
KETAN D. BHIRUD
General Counsel

May 31, 2018

via U.S. Mail

Incline Village General Improvement District – Board of Trustees
Kendra Wong, Chair
895 Southwood Boulevard
Incline Village, NV 89451

Re: Incline Village General Improvement District –
Open Meeting Law Complaint, OAG File No. 13897-287

Dear Chair Wong:

The Office of the Attorney General (OAG) has the authority to investigate and prosecute alleged violations of the Open Meeting Law (OML). NRS 241.039. The OAG is in receipt of a Complaint alleging OML violations by the Incline Village General Improvement District Board of Trustees (Board).

The OAG requests that the Board prepare a response and/or defense to the allegations contained in the attached Complaint. Please include any records or documentation that support the Board's response.

Due to the time limitations set forth in NRS 241, the OAG asks that you respond on or before June 15, 2018.

Should you have any questions, please contact Althea Zayas at (702) 486-3224 or via email at azayas@ag.nv.gov.

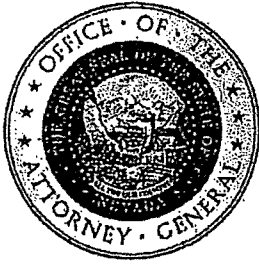
Sincerely,

ADAM PAUL LAXALT
Attorney General

By: /s/ Caroline Bateman
Chief Deputy Attorney General
Boards and Open Government Division

CB:arz
Enclosure

*rec'd 6/5/2018
gab*



**STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL**

100 N. Carson St. Carson City, NV 89701
Phone: 775-684-1100 Fax: 775-684-1108

555 E. Washington Ave. #3900
Las Vegas, NV 89101
Phone: 702-486-3420 Fax: 702-486-3768

www.ag.nv.gov

For official use only:

Received by: ME
Date Received: 05/15
Complaint Type:
Referred to: FIC GI
 IFU OML MEU
 MEPU PIO WCFU
OFFICE OF THE ATTORNEY GENERAL
CARSON CITY, NEVADA
MAY 15 2018

COMPLAINT FORM

The information you report on this form may be used to help us investigate violations of state laws. When completed, mail, or electronically submit your form and supporting documents to the office listed above. Upon receipt, your complaint will be reviewed by a member of our staff. The length of this process can vary depending on the circumstances and information you provide with your complaint. The Attorney General's Office may contact you if additional information is needed.

ONLY COMPLAINTS THAT ARE SIGNED WILL BE PROCESSED

INSTRUCTIONS: Please TYPE/PRINT your complaint in dark ink. You must write LEGIBLY. All fields MUST be completed.

SECTION 1.

COMPLAINANT INFORMATION

Salutation: Mr. Mrs. Ms. Miss

Your Name: Wright Frank
Last First MI

Your Organization, if any: _____

Your Address: P.O. Box 186 Crystal Bay NV 89402
Address City State Zip

Your Phone Number: 818-601-1996 775-253-4919
Home Cell Work Fax

Email: cl1pinesports@gmail.com Call me between 8am-5pm at: Home Cell Work

Age: Under 18 18-29 30-39 40-49 50-59 60 or older

SECTION 2.

TYPE OF COMPLAINT

<input type="checkbox"/> General Investigations <input type="checkbox"/> High Tech Crime <input type="checkbox"/> Insurance Fraud <input type="checkbox"/> Medicaid Fraud	<input type="checkbox"/> Mortgage Fraud <input checked="" type="checkbox"/> Open Meeting Law <input type="checkbox"/> Public Integrity <input type="checkbox"/> Workers Comp. Fraud <input type="checkbox"/> Ticket Sales
--	---

SECTION 3.

BUSINESS OR INDIVIDUAL COMPLAINT IS AGAINST

Business/Provider Name: _____

Individual/Contact: _____
Last First Job Title (Example: CEO)

Individual/Business Address: _____
Address City State Zip

Individual/Business Phone: _____
Work Mobile Fax

Individual/Business Email: _____

Individual/Business Web Site: _____

Please detail the nature of your complaint against the individual, business, or provider listed in Section 3. Include the who, what, where, when, and why of your complaint, full explanation of the transaction involved and a chronology of the events. (Please include any nicknames or aliases, identifying information such as Social Security number(s), license plate(s), year/make of vehicle(s), etc.). You may use additional sheets if necessary.

My complaint is:

ALLEGED OPEN MEETING LAW VIOLATION IS AGAINST

Name of Public Body: Incline Village General Improvement District (IVGD)
(i.e., specific board, commission, agency, or person(s) etc.)

Date of meeting where alleged violation occurred (mm/dd/yyyy): 05/09/2018

Please detail the specific violations against the board, commission, or agency or person listed in Section 3. Include the who, what, where, when, and why of your complaint. You may use additional sheets if necessary. Remember the Open Meeting Law applies only to public bodies (see NRS 241.015 for definition) and only to members of public bodies.

My complaint is:

Conspiracy of Public Documents by Unelected Staff
(See Attached Pages and Exhibits)

PUBLIC OFFICIAL'S INFORMATION (Whom Your Complaint Is Against)

Official's Name: JASON GUINASSO / Steve Pinkerton / Susan Heron /
Title: _____
Official's Government: Kendra Wong
Agency or Body: FUSIO
Official's Work Address: 985 Southwood Blvd Incline Village NV 89451
(Street / PO Box) (City) (State) (ZIP Code)
Official's Telephone: 775-832-1100

SECTION 4.

PAYMENTS

Did you make any payments to this individual or business? Yes—Continue to Next Question No—Skip to Section 5

How much did the company/individual ask you to pay?

Date(s) of payments (mm/dd/yyyy):

How much did you actually pay? \$ _____ Payment Method: Cash Credit Card Debit Card Check

Financed Wire Transfer Money Order Cashier's Check Other: _____

Was a contract signed? Yes No If yes, date you signed the contract (mm/dd/yyyy): _____

Identify your attempts to resolve the issue(s) with the company, corporation, or organization.

OTHER AGENCIES

Have you contacted another agency for assistance? Yes No If so, which agency?

Have you contacted an attorney? Yes No
If so, what is the attorney's name, address, and phone number?

Last _____ First _____ Phone _____
Address _____ City _____ State _____ Zip _____

Is court action pending? Yes No

Have you lost a lawsuit in this matter? Yes No

No

SECTION 5.

EVIDENCE

List and attach photocopies of any relevant documents, agreements, correspondence, or receipts that support your complaint (examples include billing statements, correspondence, receipts, payment information, witnesses, and any other document which explains or supports the matters raised in the complaint). No originals. Copy both sides of any canceled checks that pertain to this complaint.

SECTION 6.

WITNESSES

List any other known witnesses or victims. Please provide names, addresses, phone numbers, email addresses, and/or websites.

One of hundreds of witnesses to admission of using public employees for campaign purposes -

Judy Miller Puffarm L & G mail.com 408-781-0130
Arnon Katz 545 & ix.netcom.com 408-741-1000

SECTION 7.

Sign and date this form. The Attorney General's Office cannot process any unsigned, incomplete, or illegible complaints. IF YOUR COMPLAINT IS SUBMITTED WITHOUT A SIGNATURE, IT WILL BE RETURNED TO YOU.

I understand that the Attorney General is not my private attorney, but rather represents the public by enforcing laws prohibiting fraudulent, deceptive or unfair business practices. I understand that the Attorney General does not represent private citizens seeking refunds or other legal remedies. I am filing this complaint to notify the Attorney General's Office of the activities of a particular business or individual. I understand that the information contained in this complaint may be used to establish violations of Nevada law in both private and public enforcement actions. In order to resolve your complaint, we may send a copy of this form to the person or firm about whom you are complaining. I authorize the Attorney General's Office to send my complaint and supporting documents to the individual or business identified in this complaint. I also understand that the Attorney General may need to refer my complaint to a more appropriate agency.

I certify under penalty of perjury that the information provided on this form is true and correct to the best of my knowledge.

Frank Wright
Signature _____ Print Name _____

05-14-10
Date (mm/dd/yyyy)

SECTION 8. (Optional)

The following section is optional and is intended to help our office better serve Nevada consumers. Please check the categories that apply to you.

Gender: Male Female

Have you previously filed a complaint with our office? Yes No

If yes, enter in the approximate filing date (mm/dd/yyyy) of your original complaint: _____

I am (mark all that apply):

- Income below federal poverty guideline
- Disaster victim
- Person with disability

Ethnic Identification:

- White/Caucasian
- Black/African American
- Hispanic/Latino

Primary Language:

- English
- Spanish
- Other:

- Medicaid recipient
- Military service member
- Veteran
- Immediate family of service member/veteran

- Native American/Alaskan Native
- Asian/Pacific Islander
- Other: Senior Citizen

May we provide your name and telephone number to the media in the event of an inquiry about this matter?

Yes No

How did you hear about our complaint form (please choose only one):

- Called/visited Las Vegas AG Office
- Called/visited Carson City AG Office
- Called/visited Reno AG Office
- Attended AG Presentation/Event
- Another Nevada State Agency/Elected Official
- Search Engine
- AG Website
- AG Social Media Sites
- Media: Newspaper/Radio/TV
- Other: _____

IF YOUR COMPLAINT IS SUBMITTED WITHOUT A SIGNATURE, IT WILL BE RETURNED TO YOU.

State of Nevada
Office of the Attorney General
100 N. Carson Street
Carson City, NV 8970

5/14/18

Subject: Incline Village General Improvement District ("IVGID")

Dear Attorney General,

I am filing an open meeting law complaint against the Incline Village General Improvement District. This is also worthy of the attention of the Public Integrity Unit and referral to the Nevada Bar as this matter involves IVGID General Counsel, a licensed Nevada attorney, violating the rules of professional conduct. Whatever the jurisdiction(s) may be, this complaint is being filed for behavior that scorns Nevada Open Meeting Law and the Nevada Public Records Act to harm the public interest. It is so egregious as to defy all standards of acceptable government conduct. This conduct obstructs the public's access to public documents and our rights as citizens to hold our public officers, legal counsel and elected officials accountable.

At the May 9th, 2018 Incline Village General Improvement District ("IVGID") Board meeting, two Trustees questioned General Manager Pinkerton about the absence of the actual correspondence received by the District under Agenda Item "J" of the current Board Packet. They also questioned the absence of correspondence from this Agenda Item in the last three Board Packets. General Manager Steve Pinkerton disclosed that he along with Legal Counsel Jason Guinasso and Board Clerk and Public Records Officer Susan Herron review all correspondence to determine what was appropriate for inclusion and what they were comfortable with that was not derogatory or exposing the District.

Counsel Guinasso provided additional clarification stating that correspondence from the public was omitted because it contained potential legal liability as the correspondence included defamatory statements against staff members and people who worked for the District. He did not believe the District should publish these defamatory statements in the Board Packets and if any Trustee wished to do so it would be against the advice of Counsel.

General Manager Pinkerton, Board Clerk and Public Records Officer Herron and Legal Counsel Guinasso are all aware that public correspondence to the Board are public records. For close to twenty years, this correspondence to the District has always been a Board Meeting agenda item with all these public records included in the Board packet. In many cases, citizens specifically request that their correspondence to the Board as well as their emails to the General Manager, Director of Finance and Public Records Officer be included in the Correspondence Section of the Board Packet. However, this cabal of two unelected public employees and legal counsel are exercising oversight of correspondence to the Board without Board authorization and conspired to violate Nevada Public Records Act 239 by concealing public records from the public.

At the April 25, 2018 Board Meeting, Vice Chair Horan had recommended that the Board approve a motion to remove all "Correspondence Received by the District" from the Board Packets. Trustee Horan's Agenda Item, after discussion by the Board, was removed from consideration. The Board's discussion affirmed the District's existing practices and validated that there would be no action taken to remove "Correspondence Received by the District" from the Board Packets. Despite this, General Manager Pinkerton and Board Chair Kendra Wong who are responsible for preparing the Agenda for each meeting, along with the Board Clerk and Legal Counsel, acted in concert to exclude the Correspondence from the May 9, 2018 Board Packet. The Minutes for the April 25, 2018 Board Meeting are not currently available. The Board discussion and dialogue with the General Manager and Legal Counsel at the April 25, 2018 Board Meeting can be viewed on Livestream at 2:24.40. Please note that the General Manager, Board Clerk and Legal Counsel failed to disclose at that time, or at any other previous Board Meeting, that they were exercising their "unauthorized" discretion on what to include or exclude from this Agenda Item Section of the Board Packets.

Of further concern was the revelation that all Trustees are not receiving all correspondence addressed to the Board through the IVGID email system. Trustee Callicrate reiterated that he had brought this to the attention of the IVGID IT Department and the Board Clerk and this problem still had not been resolved. The inclusion of Correspondence to the Board in the Board Packet further provided assurance that the full Board, as well as the public, saw all Correspondence.

It was also disclosed that although two Trustees had requested the unresolved Open Meeting Law Complaints filed against the District and Counsel's response to these Complaints, the requested records still had not been provided. Counsel claimed that this information was "resent" on May 1st, and perhaps the files were too large for the server. This was Trustee Callicrate's second request for this information.

I point this out as Counsel has a long track record of failing to provide requested records to Trustees as well as directing the Public Records Officer to conceal public records from the public. His active and unauthorized role in determining the correspondence that can be included in the Board Packets and his "legal" advice to Trustees not to override his judgment is a blatant attempt to violate the spirit of open meeting law and the public records act. As the Open Meeting Law does not permit the Board to disqualify public comments based upon viewpoint, it should be clear that public correspondence to the Board, many of which concern items on the Board's Agenda, should not be excluded from the Board Packet based upon the General Manager, Board Clerk/Public Records Officer and Legal Counsel's censorship.

Counsel Guinasso has received multiple admonitions from the Office of the Attorney General for violating the intent and spirit of the Open Meeting Law. This has ranged from his taking on the actions of the Chair or as a "sixth" Trustee at Board Meetings to authoring statements to the public on public comment to discourage the public from speaking. The District has most recently been cited for violating the Open Meeting Law 15 times. These violations were for not meeting the Statutory time requirement for approval of the Board Meeting Minutes. This was the outcome of Counsel Guinasso's absurd reinterpretation of the statute. His demonstrated lack of competence or due diligence in complying with Open Meeting Law gives one pause as he is now asserting that Trustees who override his "legal" advice and choose to include ALL Correspondence Received by the District are doing so at their peril as they would be creating a "legal liability." As Counsel Guinasso has a long history of making factually inaccurate statements at Board Meetings, on the District's website, in Board Packet Memorandums and written correspondence, we can only question the veracity of his latest pronouncement. Only a review

by the Office of the Attorney General of all correspondence received by the District in the last few months would determine whether this directive is substantive or an attempt to intimidate Trustees from making these public records available to the public in the Board packets.

The entire exchange among the Board, the General Manager and Counsel Guinasso at the May 9, 2018 Meeting can be viewed on Livestream at 3:29.30.

Public comments at Board Meetings and correspondence to the Board have been critical of Board Chair Wong, Vice Chair Horan (who is also Chair of the Audit Committee), General Manager Pinkerton, Director of Finance Eick, Public Records Officer Herron and Legal Counsel Guinasso. There have been citations of these individuals violating Nevada Revised Statutes and Board Policies and Practices. Public Comments addressing the above named individuals and their actions, conduct or decisions have been sanitized in the recorded Meeting Minutes. Trustees and citizens requesting corrections in the interest of accuracy have been for the most part ignored. The stock responses for refusing these requests are echoed by the Chair, Board Clerk and Legal Counsel stating that the Minutes do not need to be verbatim, only the substance is required. Although, Open Meeting Law does not require transcripts, it does not condone deleting the substance of participants remarks, adding new verbiage or deleting entire sections of Public Comments, Board, Staff and Legal Counsel discussions. Yet this is the case and can be proven by watching the Livestream and comparing it to the content of the Meeting Minutes. Now, Legal Counsel, the General Manager and the Board Clerk with the tacit approval of the Board Chair have expanded their filtering and censorship to written correspondence.

At the Incline Village/ Crystal Bay Republican Women Candidates Forum on the evening of Tuesday, May 8, 2018 Chair Wong, who is running for re-election for IVGID Trustee, addressed the large crowd. She announced that there was misinformation circulating about her and her decisions as an IVGID Trustee. She asserted that she had personally instructed "Staff" to put together a website to correct the misinformation. Chair Wong appears to be oblivious to the illegality of using public employees and government resources to work for her on campaign issues. The elimination of correspondence from the Board packets would also be an advantage to keeping the public in the dark as to the controversial issues created under her leadership.


Conclusion: The Office of the Nevada Attorney General, including the Open Meeting Law Division and Public Integrity Unit should be concerned about a local government's coordinated activities in repeatedly defying Open Meeting Law without consequences and concealing public records from Trustees and the Public in defiance of NRS 239. A full scale investigation is warranted as a licensed Nevada Attorney, retained as District General Counsel, is high jacking the authority of elected officials and intimidating a governing board. Rather than ensuring the District complies with Nevada Law and Board Policies and Practices he is conspiring with the General Manager and Public Records Officer/Board Clerk to circumvent the rules and is damning transparency by withholding important information from reaching the Board of Trustees and the public. If the Office of the Nevada Attorney General has a mandate to protect the public we have 9000 residents seeking your aid.

Until the concealed correspondence is reviewed, we can only speculate on what the District is hiding and the complete motivation for this unauthorized and unlawful censorship. I have initiated a public records request for all correspondence received by the District for the past 4 months. I will share this information with the Office of the Attorney General, "if" and that is a big "IF" the Public Records Officer Susan Herron actually complies with the Public Records Act and provides these public records to me.

I trust that you will understand the urgency of my concerns and will take immediate investigative action.

Thank you,

Frank Wright


alpinesportss@gmail.com

775-2534919



EXHIBIT (A)

NOTICE OF MEETING

The regular meeting of the Incline Village General Improvement District will be held starting at 6 p.m. on Wednesday, May 9, 2018 in the Chateau, 955 Fairway Boulevard, Incline Village, Nevada.

- A. PLEDGE OF ALLEGIANCE*
- B.1. ROLL CALL OF THE IVGID BOARD OF TRUSTEES*
- B.2. ROLL CALL OF THE CANDIDATES FOR IVGID BOARD OF TRUSTEES*
Tim Callicrate....Benicia Price....Tony Robinson....Sara Schmitz.... Bruce Simonian....Kendra Wong
- C. PUBLIC COMMENTS* - Conducted in accordance with Nevada Revised Statutes Chapter 241.020 and limited to a maximum of three (3) minutes in duration.

Public Comment Advisory Statement – A public body has a legitimate interest in conducting orderly meetings. IVGID may adopt and enforce reasonable restrictions on public comment to ensure the orderly conduct of a public meeting and orderly behavior on the part of persons attending the meeting. Public comment, as required by the Nevada Open Meeting Law, is an opportunity for people to publicly speak to the assembled Board of Trustees. Generally, it can be on any topic, whether or not it is included on the meeting agenda. In other cases, it may be limited to the topic at hand before the Board of Trustees. Public comment cannot be limited by point of view. That is, the public has the right to make negative comments as well as positive ones. However, public comment can be limited in duration and place of presentation. While content generally cannot be a limitation, all parties are asked to be polite and respectful in their comments and refrain from personal attacks. Willful disruption of the meeting is not allowed. Equally important is the understanding that this is the time for the public to express their respective views, and is not necessarily a question and answer period. This generally is not a time where the Board of Trustees responds or directs Staff to respond. If the Chair feels there is a question that needs to be responded to, the Chair may direct the General Manager to coordinate any such response at a subsequent time. Finally, please remember that just because something is stated in public comment that does not make the statement accurate, valid, or even appropriate. The law mitigates toward allowing comments, thus even nonsensical and outrageous statements can be made. However, the Chair may cut off public comment deemed in their judgment to be slanderous, offensive, inflammatory and/or willfully disruptive. Counsel has advised the Staff and the Board of Trustees not to respond to even the most ridiculous statements. Their non-response should not be seen as acquiescence or agreement just professional behavior on their part. IVGID appreciates the public taking the time to make public comment and will do its best to keep the lines of communication open.

D. APPROVAL OF AGENDA (for possible action)

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

-OR-

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

E. DISTRICT STAFF UPDATES*

- 1. Provide a verbal update on the status of the 2018 Memorandum of Understanding with Red, White and Tahoe Blue – Director of Parks and Recreation Indra Winquest

Incline Village General Improvement District

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

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

www.yourtahoeplace.com



NOTICE OF MEETING

Agenda for the Board Meeting of May 9, 2018 - Page 2

F. GENERAL BUSINESS (*for possible action*)

1. Review, Discuss, and Possibly Award a Construction Contract for the Water Resource Recovery Facility Crew Quarters Project – 2017/2018 Capital Improvement Project; Fund: Utility; Division: Public Works; Project # 2097SS1708; Vendor: Bruce Purves Construction, Inc. in the amount of \$178,994 (Requesting Staff Member: Director of Asset Management Brad Johnson)
2. Review, discuss and possibly approve an early opening item for the 2018/19 fiscal year allowing the District to enter into an agreement for media buying services for 2018/19; Venues: Diamond Peak, Championship Golf Course, Mountain Golf Course, Facilities, Recreation Center and Tennis Center; Vendor: EXL Media; Contract Amount: \$266,500 in paid media spending, \$88,000 in trade media spending and \$65,000 in agency fees – a grand total of \$419,500 (Requesting Staff Member: Marketing Manager Paul Raymore)
3. Review, discuss and possibly authorize 1) the execution of an Acknowledgement of Self-Insurance Loss Portfolio Transfer and Assumption from IVGID to Public Agency Compensation Trust for a one-time assessment of \$58,000, and 2) upon execution and acceptance of the Loss Portfolio Transfer and Assumption by the Nevada Department of Insurance Division, authorize the execution of permanent operating transfers of \$800,000 from the Worker Compensation Fund to the Utility Fund in the amount of \$120,000, Community Services Special Revenue Fund in the amount of \$645,000 and the Beach Special Revenue Fund in the amount of \$35,000 as budgeted for fiscal 2017-2018, and 3) in anticipation of execution and acceptance of the Loss Portfolio Transfer and Assumption by the Nevada Department of Insurance Division, the Board of Trustees authorizes the Director of Finance to incorporate a permanent operating transfer of \$300,000 from the Worker Compensation Fund to the Utility Fund in the amount of \$45,000, Community Services Special Revenue Fund in the amount of \$241,875 and the Beach Special Revenue Fund in the amount of \$13,125 to be added to the budget for fiscal 2018-2019 (Requesting Staff Member: Director of Finance Gerry Eick)
4. Review, discuss, and possibly approved the District's Strategic Plan for Fiscal Years 2018-2020 (Requesting Staff Member: District General Manager Steve Pinkerton)

G. DISTRICT STAFF UPDATE (*for possible action*)

1. General Manager Steve Pinkerton

H. REPORTS TO THE IVGID BOARD OF TRUSTEES*

1. District General Counsel Jason Guinasso

I. BOARD OF TRUSTEES UPDATE (*NO DISCUSSION OR ACTION*) ON ANY MATTER REGARDING THE DISTRICT AND/OR COMMUNITIES OF CRYSTAL BAY AND INCLINE VILLAGE, NEVADA*

J. CORRESPONDENCE RECEIVED BY THE DISTRICT*



NOTICE OF MEETING

Agenda for the Board Meeting of May 9, 2018 - Page 3

- K. PUBLIC COMMENTS* - Conducted in accordance with Nevada Revised Statutes Chapter 241.020 and limited to a maximum of three (3) minutes in duration; see **Public Comment Advisory Statement** above.
- L. REVIEW WITH BOARD OF TRUSTEES, BY THE DISTRICT GENERAL MANAGER, THE LONG RANGE CALENDAR (*for possible action*)
- M. ADJOURNMENT (*for possible action*)

CERTIFICATION OF POSTING OF THIS AGENDA

I hereby certify that on or before Friday, May 4, 2018 at 9:00 a.m., a copy of this agenda (IVGID Board of Trustees Session of May 9, 2018) was delivered to the post office addressed to the people who have requested to receive copies of IVGID's agendas; copies were either faxed or e-mailed to those people who have requested; and a copy was posted at the following seven locations within Incline Village/Crystal Bay in accordance with NRS 241.020:

1. IVGID Anne Vorderbruggen Building (Administrative Offices)
2. Incline Village Post Office
3. Crystal Bay Post Office
4. Raley's Shopping Center
5. Incline Village Branch of Washoe County Library
6. IVGID's Recreation Center
7. The Chateau at Incline Village

/s/ Susan A. Herron, CMC

Susan A. Herron, CMC

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

Board of Trustees: Kendra Wong, Chairwoman, Tim Callcrate, Peter Morris, Phil Horan, and Matthew Dent.

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

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

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

ATTACHMENT 6



500 DAMONTE RANCH PARKWAY, SUITE 980
RENO, NV 89521
775.853.8746
FAX 775.201.9611
HUTCHLEGAL.COM

JASON D. GUINASSO
PARTNER
JGUINASSO@HUTCHLEGAL.COM

June 15, 2018

*Via Electronic Mail- CBateman@ag.nv.gov
& Hand Delivery to:*

Ms. Caroline Bateman, Chief Deputy Attorney General
State of Nevada Office of The Attorney General
Boards and Open Government Division
555 E. Washington Ave., Suite 3900
Las Vegas, NV 89101

Re: RESPONSE OF INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT BOARD OF TRUSTEES- OPEN MEETING LAW COMPLAINT, WRIGHT, FRANK O.A.G. FILE NO. 13897-287

Dear Ms. Bateman:

We received your May 31, 2018 correspondence notifying the Incline Village General Improvement District (herein referenced as "IVGID" or "District") of the above referenced complaint by Frank Wright alleging that IVGID has violated the Nevada Open Meeting Law ("OML"). Please accept this correspondence and the referenced enclosures as IVGID's response.

Issue Presented

1. Whether IVGID staff violated Nevada Open Meeting Law by omitting correspondence containing defamatory statements against District staff from Board of Trustee Notice of Meeting packets.
2. Whether IVGID staff has violated Nevada Open Meeting Law by amending the content of public comments as reflected in the Meeting's minutes.

IVGID's Position

IVGID will not respond to each and every assertion submitted in Mr. Wright's narrative. IVGID's response will focus on whether there was a violation of the Nevada Open Meeting Law.

Issue 1:

Correspondence received by the District has been included in IVGID Board of Trustees ("BOT") packets as a way to provide applicable information to the BOT regarding written communications to the Board from the public. In this regard, it is important to note that there is no statute, regulation, case law, attorney general opinion or IVGID policy that requires the publication of correspondence received by the District. The practice of providing written correspondence to the Board has been an informal practice provided as a courtesy to Board members for several years.

The items Mr. Wright alleges have been “censored” for the purpose of “concealing public records from Trustees and the Public in defiance of NRS 239”, were not included in the Board packets because the correspondence contained defamatory comments about IVGID employees. If published by IVGID, the District could be exposed to liability for defamation and/or various employment and labor laws because publication of the correspondence could be viewed as an endorsement by IVGID of the statements made therein. The District has received complaints from employees about the practice of publishing correspondence that contain false and defamatory statements about them. Absent a Board policy addressing this issue, District Counsel has advised IVGID not to publish any correspondence with false or defamatory statements about IVGID employees.¹

Notably, the Board of Trustees received every correspondence at issue via email. However, these communications were not produced as a part of the Board Packet for a Board of Trustees meeting.

Mr. Wright appears to have confused the District’s “correspondence received”, which is a public record, with written statements included with “public comment”. While the Nevada Open Meeting Law Manual requires public comment, offered orally or by written statement, during a public meeting to be taken and recorded in the minutes, the District has no such obligation to publish correspondence received before or after public meetings. Although the District may elect not to publish any correspondence received, the District recognizes correspondence received is a public record. As such, any member of the public can request copies of correspondence received by the District if they make a public records request. If and when such records are requested, IVGID provides those records to the requester as required by NRS Chapter 239.

Issue 2:

Mr. Wright alleges the District has “sanitized” public comments critical of actions, conduct, or decisions made by IVGID. In this unsubstantiated claim, Mr. Wright fails to provide any example or evidence of such action, only maintaining the corrections have been ignored. The District maintains that, pursuant to Nevada OML, the substance of every public comment is accurately reflected in the minutes and if a member of the public is not satisfied with their comments as summarized, they may reach out to District Clerk Susan Herron to have them amended, as some members of the public already have. If Mr. Wright has a particular instance of public comment summary not being reflective of the message conveyed, he is more than welcome to contact the District Clerk and submit a request for modification.

Scope of Response

IVGID has not responded to each and every assertion submitted in Mr. Wright’s narrative. IVGID’s response has focused on whether there was a violation of the Nevada Open Meeting Law.

IVGID Did Not Violate the Open Meeting Law

In the event that this memorandum has failed to address an alleged violation of the Nevada Open Meeting Law due to the vagueness and ambiguity of Mr. Wright’s Complaint, IVGID denies that any such violation has

¹ The IVGID Board has directed staff to develop a policy for the Board to review and discuss at a future IVGID Board meeting.

Ms. Caroline Bateman, Chief Deputy Attorney General
State of Nevada Office of The Attorney General
June 15, 2018


occurred. IVGID has a record of abiding by the provisions of NRS Chapter 241 and has worked diligently over the years to make sure that District business is conducted with openness and transparency.

Concluding Remarks

In accordance with the foregoing, IVGID respectfully requests that the Attorney General conclude that there has been no violation of the Nevada Open Meeting Law.

Thank you for the opportunity to respond to the Open Meeting Law Complaint of Frank Wright, A.G. File No. 13897-287.

Sincere regards,



HUTCHISON & STEFFEN, LLC
Jason D. Guinasso, Esq.

cc: Chairwoman Kendra Wong
General Manager Steve Pinkerton
District Clerk Susan Herron

JDG:ts

ATTACHMENT 7

ADAM PAUL LAXALT
Attorney General



J. BRIN GIBSON
First Assistant Attorney General
NICHOLAS A. TRUTANICH
Chief of Staff

STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL
555 East Washington Avenue, Suite 3900
Las Vegas, Nevada 89101

KETAN D. BHIRUD
General Counsel

October 2, 2018

Via U.S. Mail and Electronic Mail

Frank Wright
P.O. Box 186
Crystal Bay, NV 89402
alpinesportss@gmail.com

Re: Incline Village General Improvement District Board of Trustees (IVGID) – Open Meeting Law Complaint, OAG File No. 13897-287

Dear Mr. Wright:

The Office of the Attorney General (OAG) is in receipt of your Complaint (Complaint) alleging violations of the Open Meeting Law (OML) by IVGID. Your Complaint alleges first that IVGID violated the OML by failing to provide in its May 9, 2018 meeting (Meeting) “Board Packet¹,” correspondence received by IVGID. Your Complaint’s second allegation is that IVGID is unlawfully censoring from its meeting minutes remarks made in public comment.

The OAG has statutory enforcement powers under the OML, and the authority to investigate and prosecute violations of the OML. NRS 241.037; NRS 241.039; NRS 241.040. In response to the Complaint, the OAG reviewed the Complaint and attachments, the agenda and support materials for the Meeting, the video recording for the Meeting, the approved Meeting minutes, and the response to the Complaint from IVGID.

FACTUAL BACKGROUND

IVGID is a “public body” as defined in Nevada Revised Statute (NRS) 241.015(4), subject to the OML.

The Complaint’s first allegation concerns Meeting agenda item “J” which IVGID listed as “CORRESPONDENCE RECEIVED BY THE DISTRICT.” The support material for the Meeting did not include any documents identified as correspondence received by IVGID. It is stated in the

¹ A review of the “Board Packet” for the May 9, 2018 meeting shows that the “Board Packet” consists of the agenda and support materials for the meeting.

Meeting video recording that the absence of the correspondence from the board packet was because IVGID's practice² was to only include correspondence that was not previously communicated to the Board and which was not determined to be defamatory. This policy is not stated in the Meeting agenda. The approved Meeting minutes for agenda item "J" lists the authors of the correspondence received by IVGID but said correspondence is not attached to the approved Meeting minutes.

The Complaint's second alleged violation of the OML relates to improper censoring of IVGID meeting minutes. The Complaint specifically provides:

Public comments at Board Meetings and correspondence to the Board have been critical of Board Chair Wong, Vice Chair Horan (who is also Chair of the Audit committee), General Manager Pinkerton, Director of Finance Eick, Public Records Officer Herron and Legal Counsel Guinasso. There have been citations of these individuals violating Nevada Revised Statutes and Board Policies and Practices. Public Comments addressing the above named individuals and their actions, conduct or decisions have been sanitized in the recorded Meeting Minutes. Trustees and citizens requesting corrections in the interest of accuracy have been for the most part ignored.

The complaint does not provide any specificity as to what part of the Meeting minutes is being "sanitized." Furthermore, the Complaint does not make clear that the allegation is even referring to the IVGID May 9, 2018 meeting.

DISCUSSION AND LEGAL ANALYSIS

Allegation #1: IVGID violated the OML by failing to produce in its support material "correspondence received by the District."

The complaint alleges that IVGID violated the OML by failing to include in its board packet "correspondence received by the district." The OML is found in NRS chapter 241. There is no statutory provision in NRS chapter 241 requiring a public body to produce correspondence it has received. If the subject correspondence constitutes public records, the issue of whether they are subject to dissemination would be governed by NRS chapter 239³. Thus,

² This practice was explained in the Meeting by General Manager Steve Pinkerton, IVGID General Counsel Jason Guinasso, and Chairman Kendra Wong.

³ The Nevada Public Records Act (PRA), embodied in NRS 239.010, provides all public books and records of a governmental entity, the contents of which are not otherwise declared by law to be confidential, must be open at all times during office hours to inspection by any person. NRS 239B.010.

the proper remedy for a public record violation would be provided in NRS chapter 239 and not an OML complaint.

However, NRS 241.020(2)(d)(1) requires a public body to post an agenda consisting of a "clear and complete statement of the topics scheduled to be considered during the meeting." In *Sandoval v. Board of Regents*, 119 Nev. 148, 67 P.3d 902 (2003), the Nevada Supreme Court interpreted the "clear and complete" requirement to mean that it must provide the public with "clear notice of the topics to be discussed at public meetings, so that the public can attend a meeting when an issue of interest will be discussed. *Id.* at 155. The Meeting's agenda item "J" simply stated "CORRESPONDENCE RECEIVED BY THE DISTRICT." There is nothing in this description explaining the limited scope of correspondence that would be made public under this agenda item. Agenda item "J" can be interpreted to say that all of IVGID's correspondence is a "topic scheduled to be considered during the meeting." NRS 241.020. While this did not constitute an OML violation, a more "clear and complete" description of what is contemplated under this agenda item may avoid further confusion for the public⁴.

Allegation #2: IVGID is improperly censuring remarks made in public comment from meeting minutes.

The Complaint alleges that IVGID is censoring from its meeting minutes remarks made in public comment that have been critical of certain members of the board. Nevada Revised Statute ("NRS") 241.035 governs public meeting minutes and it provides that each public body shall keep written minutes of each of its meetings, including the following:

1. Each public body shall keep written minutes of each of its meetings, including:
 - (a) The date, time and place of the meeting.
 - (b) Those members of the public body who were present, whether in person or by means of electronic communication, and those who were absent.

The PRA presumes that all records are to be open to the public unless deemed confidential by law. The purpose of the PRA is to ensure the accountability of the government to the public by facilitating public access to vital information about governmental activities. *City of Reno v. Reno Gazette-Journal*, 119 Nev. 55, 59, 63 P.3d 1147, 1149 (2003), citing *DR Partners v. Board of County Commissioners of Clark County*, 116 Nev. 616, 621, 6 P.3d 465, 468 (2000).

⁴ "There is no statutory provision requiring public bodies to discuss, or take action on, all agenda items." *Schmidt v. Washoe County*, 123 Nev. 128, 135, 159 P.3d 1099, 1104 (2007) (abrogated on other grounds by *Buzz Stew LLC v. City of Las Vegas*, 124 Nev. 224, 181.3d 670 (2008)). However, notice of the meeting must notify the public that the public body may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. NRS 241.020(2)(d)(6)(iii). The Meeting agenda had such a disclaimer and IVGID had the option to remove this item from the Meeting agenda.

(c) The substance of all matters proposed, discussed or decided and, at the request of any member, a record of each member's vote on any matter decided by vote.

(d) The substance of remarks made by any member of the general public who addresses the public body if the member of the general public requests that the minutes reflect those remarks or, if the member of the general public has prepared written remarks, a copy of the prepared remarks if the member of the general public submits a copy for inclusion.

(e) Any other information which any member of the public body requests to be included or reflected in the minutes.

As provided above, NRS 241.035 does not require verbatim memorialization of public comment in meeting minutes. Rather, NRS 241.035 requires only the substance of the public comment in the minutes, or a copy of the remarks be included in the minutes, if the speaker requests it.

The allegation does not articulate that a speaker requested that his/her remarks be reflected in the meeting minutes. Furthermore, the allegation does not indicate which meeting minutes lack "the substance of remarks made by any member of the general public." *Id.* Instead, the allegation is merely a conclusory statement that fails to identify a specific instance in which an OML violation may have occurred. Thus, IVGID cannot be found in violation of the OML for failing to adhere to the mandates set forth in NRS 241.035.

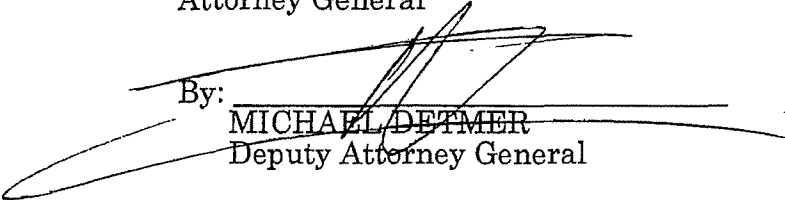
CONCLUSION

The OAG has reviewed the available evidence and determined that no violation of the OML has occurred.

Sincerely,

ADAM PAUL LAXALT
Attorney General

By:


MICHAEL DETMER
Deputy Attorney General

MDD/dt

C: Jason D. Guinasso, Esq., Incline Village General
Improvement District

ATTACHMENT 8

- F.3. Open Meeting Law Results – Acknowledgement of the Findings of Fact and Conclusions of Law (No Open Meeting Law Violation) as the result of the State of Nevada Office of the Attorney General investigation in the matter of Attorney General File No. 13897-287, Open Meeting Law Complaint – Placed on this agenda in accordance with Nevada Revised Statutes 241.0395 and to inform our public; have a discussion and possibly provide direction to Staff on what the next step(s) should be regarding this opinion by the Nevada Attorney General (Chairwoman Kendra Wong)**

No comments received by the Board.

- F.4. Open Meeting Law Results – Acknowledgement of the Findings of Fact and Conclusions of Law (No Open Meeting Law Violation) as the result of the State of Nevada Office of the Attorney General investigation in the matter of Attorney General File No. 13897-294, Open Meeting Law Complaint – Placed on this agenda in accordance with Nevada Revised Statutes 241.0395 and to inform our public (Chairwoman Kendra Wong)**

No comments received by the Board.

- F.5. Review and discussion of the submitted Elected Official and Governing Board Self-Evaluation Tool (Requesting Trustee: Chairwoman Kendra Wong)**

Chairwoman Wong said thank you to all who submitted.

Trustee Callicrate apologized to all and stated that this was not an affront to anyone. In looking over everything, his rating would be work in progress and that he feels that there are much more opportunities for commonality so he is looking forward to working with his fellow Board members in a collegiate way. The Board hasn't had the chance to prioritize its work so he is looking forward to moving forward. Again, he apologizes and is hopeful that he will have something to add to the next Board packet.

Trustee Morris said that given the results of the election and that the Board membership will remain status quo, he would like to get ahead of our planning for next year. General Manager Pinkerton said that we can talk about that during the discussion on the long range calendar.

MINUTES

REGULAR MEETING OF JULY 29, 2020 Incline Village General Improvement District

The regular meeting of the Board of Trustees of the Incline Village General Improvement District was called to order by Chairman Tim Callicrate on Wednesday, July 29, 2020 at 6:00 p.m. This meeting was conducted virtually via Zoom.

A. PLEDGE OF ALLEGIANCE*

The pledge of allegiance was recited.

B. ROLL CALL OF THE IVGID BOARD OF TRUSTEES*

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

Also present were District Staff Members Director of Finance Paul Navazio and Director of Public Works Joe Pomroy.

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

C. PUBLIC COMMENTS*

Linda Newman said that she requests that this Board not approve the unnecessary expenditure of our public funds for EXL Media. To protect the health and safety of our community and our Staff, we must limit the occupancy of our recreational venues to ensure social distancing and other responsible measures that enable our property owners and residents and their guests to have access to safely enjoy our community's recreational programs and facilities. As these uncertain economic times are placing a financial burden on many of our property owners and residents, rather than spending hundreds of thousands of our rec and beach fee dollars on advertising, consider returning \$100 per parcel owner for money over collected from last year's rec fee. You might also consider reducing entry fees for picture pass and punch card holders at our golf, tennis and rec center. As the District collects close to 7 million dollars from our property owners for the availability for our use of our facilities and annually subsidizes the shortfalls in covering the costs of operations, capital projects and debt service for our recreational and beach venues, please use this money for our community's benefit. In the interest of accountability and transparency, she requests clarity on who engaged Mr. Beko to

challenge Mr. Katz' writ before the Supreme Court and the amount of public money that has been appropriated. It is her understanding that all decisions on litigation must be made by the Board in a public meeting. The Board must also approve the engagement of legal counsel and appropriate public funds in a public meeting. So who made these decisions privately and authorized the unknown and unbudgeted amount of our public money? After we have spent hundreds of thousands of dollars on retainer fees and continue to pay a law firm that was terminated and after we have spent hundreds of thousands more on frivolous litigation against Flashvote and the citizen lawsuit seeking public records which is still ongoing, please provide the public with an accounting of all these legal expenses to date. What actions will be taken to define the scope and engagement of new legal counsel and prevent further unnecessary and irresponsible spending of our money on legal fees. There are many Board priorities that supersede a Board presentation by Tri-Strategies. We have already wasted \$3,000 last month and should not also have to waste this Board's and our citizens time. Please prioritize the engagement of a consultant for internal controls and an independent utility and capital reserve study, a public records retention policy to comply with current State law, the inclusion of public correspondence in our Board packets, and the availability of public comment on each general business item and most importantly, ensure our accounting and reporting policies comply with the law and achieve the objective of providing accurate and complete financial information. Thank you.

Margaret Martini said at a time when our State and local economy is in shambles, our community's health and safety is at risk and uncertainty is a certainty, committing hundreds of thousands of our public money for advertising is to say the least, irresponsible. First, our District has taken measures to restrict beach access to picture pass and punch card holders, and to follow State guidelines by limiting attendance at our other recreational venues to ensure the safety of our Staff and our community. Advertising our recreational venues conflicts with the prudent measures we are taking to enable our community to safely use our facilities and programs. Secondly, as we look toward the months ahead, there is a high probability that we will have to limit capacity at Diamond Peak to maintain social distancing and there could be constraints placed on food and beverage services as well as the management of lifts. Spending our money to crowd out our property owners, residents and their guests does not serve our community's best interests. Thirdly, after years of EXL Media advertising, there has not been a return on our investment. Our Annual Rec and Beach Facility Fees have not been reduced while our user fees at most venues have increased. We have a marketing staff, a public relations consultant and an IVGID Quarterly. We also have a website and a comprehensive mailing and email list of recreational users to get the word out on the availability of our recreational venues. There is no justification to expend our

public money on EXL Media advertising. After spending \$3,000 last month, there is also no reason to engage Tri-Strategies for the next special Legislative session. We cannot continue to expend funds that do not benefit our tax, fee and rate payers to benefit advertising agencies and lobbying firms. She has recently learned that our Board Chair and GM discussed the Village League's proposed settlement with Washoe County for the decades long litigation to recover the overpayment of three years of our property taxes. Please provide an update on the amount of money IVGID will need to repay their share of the overpayment of property taxes and how much money the General Fund has reserved toward this amount. As this is a vital and mandatory expenditure, she would like to know why a lobbying presentation and a request for advertising money is on the agenda and this important issue has been omitted. Thank you.

Cliff Dobler said he would like to talk a little bit about General Business Item H.2. which reads "*Review and discuss projected Fiscal Year 19-20 Year-End Fund Balances and review and discuss possible next steps...*" and it goes on. Now, the reality is you are going way beyond that and the idea is that the proprietary funds – utilities and internal services - do not have fund balances yet you include them in this memorandum from Staff. He sent all the Board members a redline of that memorandum with all the mistakes and errors in it. Now what is interesting about it is that we file a report called "*Annual Fiscal Form 4409LGF*" and we also printed it in the Tribune and yet you are talking about fund balances but yet the Utility Fund and the Internal Services Fund, because they do not have fund balances, we are talking about cash and cash equivalents. So he is not so sure that, as he reads this Board agenda item and the memorandum of what the recommendations are, that anybody knows what they are really talking about. Now, as far as what you are trying to talk about, is that you would like to reallocate some funds from the Community Services and the Beaches Special Revenue Funds to the Capital Projects Funds and commit those funds. However, it was conveniently left out is the General Fund and where is all the money – it's in the General Fund. We have an estimate of \$3.6 million dollars that is going to be the estimated fund balance at the end of June next year of which we only need \$180,000 so our fund balance is 20 times, 20 times what is needed. Now we know we are going to need some money for this property tax rebate which is about \$1.2 to \$1.5 million but that still leaves almost \$2.5 million dollars sitting in there that we are collecting the maximum taxes that we can from the property owners and not telling anybody where we intend on spending it and he thinks that should be talked about. Number two, form 4409LGF is not included in the packet which appears to be something that he has never seen before and he is sure that it needed Board approval before Staff goes and advertises it in the newspaper and sending it to the State. This

seems like a total breakdown and he is not even sure this agenda item should even be discussed. Thank you very much.

Judith Miller said that she finds Staff's assertion that our venues prioritize customer service over profits and service to our local residents and stakeholders before others to be another example of a long standing disconnect between IVGID and the community. Both profit and service are important after all if there is no profit, is that serving our local property owners and residents who have to keep paying \$830 every year? Equally puzzling is Staff's statement that we spend a great deal more time and effort insuring that our local residents and stakeholders are informed about the programs, services, and discounts that our venues provide that might be justifiable if we were strictly a for profit business. If anything, we should spend much less time, effort and money since we can easily identify and communicate with these customers. And does Staff think that second homeowners aren't capable of looking on the IVGID website or reading the contents of the IVGID Quarterly? Do the local homeowners have to subsidize the cost of advertising from second homeowners? Then the comment about visitors subsidizing our venues seems backwards to her as she believes it is really the other way around. Property owners are subsidizing amenities for other property owners as well as for visitors. Year after year, our venues don't even cover operating costs let alone capital expenses. Ski has been the exception for the last couple of years but for ten years before that property owners heavily subsidized Diamond Peak. IVGID has probably acquired too many amenities for this small community to maintain. We need to decide what is most important and divest ourselves of the excess. Expanding facilities seemed like a great idea a few decades ago but escalating costs and aging facilities have brought us to the point of where we really need to consider scaling back. And even before COVID-19, many of our venues exceed their comfortable carrying capacity so much so that locals avoid them – is that a resident first mentality? Additionally, the comments about ROAS and ROI are so unconvincing and she is mindful that it is not an exact science and difficult to measure results. She does agree that the amount and kind of data we collect is insufficient to draw any well founded conclusions. Her suggestion is to take the year off from advertising, evaluate what we really want to market and then come up with a plan to better measure the results of marketing campaigns. This report falls short. Thank you.

Frank Wright said he is a candidate for the Board. Couple of things he wants to expand upon – we have lawyers that have been fired that are still working for us. They are still working for us, they have been terminated, tells him they are still riding it out, they are not capable of giving us good advice and now that they have been terminated, no advice worth anything. Keeping them around any longer is a

Minutes

Meeting of July 29, 2020

Page 5

mistake. EXL Media – they have been fighting this one for a long time and to give them a penny is ludicrous. Tri-Strategies is also ludicrous. Mr. Abel contacted our legislators and they didn't contact anybody during the emergency session. They will give us a story about what they did. This money would be better spent by getting help for our Staff on preparation of our agendas and getting our Board packets out in a timely manner. You are not being very smart in the spending of our money. People do care and so he is asking this Board to do the right thing, cut these guys loose and spend money on what is important. Thank you.

Mike Abel said that he agrees with Mr. Katz' email about the advertising for fiscal 2020-21 and the comments made by Ms. Newman, Ms. Martini, and Mr. Wright. The Board should vote to spend zero on advertising in fiscal 2020-21. The proposed EXL Media contract is un-needed and un-necessary in the coming year. To spend \$289K or more on advertising in this pandemic makes no sense. He proposes ZERO expenditures on venue advertising in 2020-21. Get rid of the EXL Media contract completely. Then we can see how effective advertising of ANY KIND is for our district's businesses. If our Trustees see a need to spend a modest amount like \$10,000-\$20,000 to advertise directly to IVGID residents and homeowners on venue services and availability, let this become part of Staff's job description in 2020-21. His hypothesis is that we gain little by advertising with the possible exception of some nominal gains from advertising for the golf course during the summer. With our course's limited capacity this year and possibly next year, even the advertising proposals for the golf courses looks like a poor investment. As for Diamond Peak, it gets most of its non-resident sales from the fact that is the cheapest decent skiing in the area. Its family friendly environment where the slopes feed into a central area, plus its position as the cheapest decent skiing in the basin are its main draw. Staff makes the sideways argument that 6.6% of the people surveyed said that billboard advertising was **ONE** of the various ways that they learned about Diamond Peak. Then Staff correlates that number directly to 6562 tickets purchased. Using this specious argument, if 6.6% of all people looking at a Toyota billboard – bought a Toyota – he would bet that our roads would be plastered with hundreds of Toyota billboards. Sorry Staff, \$175-\$200 Alpine Meadows/Squaw and Northstar tickets are the biggest advertising for Diamond Peak. Virtually every skier in the Tahoe basin and the Bay Area knows this differential and they buy accordingly. Using Staff's own statistic that 52% of Diamond Peak survey respondents said that "word of mouth" was one of the ways that people learned about Diamond Peak - proves my point.

Yolanda Knaak said we should not sign a media contract until after COVID pandemic is over and then it might need revisions depending on whether on timing.

Aaron Katz said he is going to talk about EXL Media – spend nothing The Board is relying on recommendations of an employee who, in his opinion, lacks competence and this is a competence problem we have across the board. Does he have a business degree? No, his degree is in philosophy. Does he work as a full time Marketing Manager? No, he is the Managing Director of the IVGID quarterly. He complains about a lack of data, it's the best we have, well, who was hired to retrieve the data? His philosophy for advertising is misplaced as well. He contends that we are supposed to spend money in the communities where our second homeowners live to let them know about what facilities we have available. Apparently, the IVGID Quarterly, which he heads as its Managing Director, isn't doing a good enough job and he doesn't understand that. How the District measures its ROI on paid advertising is another interesting category he speaks about. He relies upon customer surveys and digital spend reports we get from EXL Media; the surveys are a joke as they are crafted in a way to get results that Staff wants rather than the truth. The spend with EXL Media relies on a whopping \$68,000 which costs us \$51,000 to make all of his conclusions. The proposed cost reductions he proposes are a joke. What about agency fees with a little paltry \$4,000 reduction? We have a 15.9% reduction in total media buys under Option A yet only a 5.8 reduction in agency fees - something is out of whack. Furthermore, EXL Media is either collecting 21.8% or 23.11% agency fee when the industry standard is 15%; what a sweet deal for them, what a lousy deal for we, property owners. Let's get competent people running marketing and let's eliminate these wasteful advertising spends and by the way, how about giving the excess money back to the property owners who are paying them in good faith. Thank you.

Ray Tulloch said he would like to comment on H.1. He had identified some inaccuracies in the proposal and that is that the District has a magic billboard that produces \$637,000 in revenue based on false figures and that he would like to find out where that billboard is so he can recommend that to all of his clients. The savings proposed are in trade values. Staff states that are trade values are shown as 1 to 1 value which is contradictory. In options a. and b., Staff discounts the trade value based on assuming non-use of that good value which contradicts the statement on agenda packet page 28. Thus, the District is still on the hook for \$80,000. It would be disrespectful to move forward and he is urging the Board to reject totally the advertising spend given that most of it goes to Diamond Peak and that every resort is uncertain, should not be spending on this at this moment, numbers will be restricted and this is pushing for additional attendance. Mr. Tulloch concluded by stating that he urges the Board to reject totally not spend money until we understand what is going to happen in the future.

D. APPROVAL OF AGENDA (for possible action)

Chairman Callicrate asked for any changes to the agenda; none were received so Chairman Callicrate approved the agenda as submitted

E. DISTRICT STAFF UPDATE (for possible action)

E.1. Review with the Board of Trustees, by the District General Manager, the long range calendar

District General Manager Winqest went over the long range calendar.

Trustee Schmitz asked about a parking lot item and that is enterprise versus special revenue accounting. She knows that the Director of Finance has been doing a lot of work on this particular item and so she would like to know when that item can come out of the parking lot and onto an agenda. District General Manager Winqest said he is not comfortable with that item right now and that he can include something in the General Manager's report on August 12. Chairman Callicrate said that we do need to move on that item.

E.2. Verbal Update from Eddie Ableser of Tri-Strategies on the State of Nevada Legislative Special Session (July 8, 2020 to July 19, 2020) (for discussion only)

Eddie Ableser of Tri-Strategies gave an overview on the State of Nevada 31st Legislative Special Session as follows:

What was expected to be a three-day special session to address a \$1.2 billion state budget gap caused by the COVID-19 pandemic, turned into a 12-day legislative marathon. It ended on Sunday, July 19 as one of the longest special sessions in the state's history. Legislators had to make tough decisions to raise revenue and/or cut expenses. The high-level overview of the governor's original proposal was approx. \$600 million (+/-) in transfers from reserve funds and federal aid reimbursements, and \$600 million (+/-) in state agency reductions. As labor and interest groups became more vocal in their opposition to agency cuts, the legislature came under pressure to find and explore other revenue-generation proposals. The continuous mention that the mining industry is undertaxed was prominent throughout the session. Thus, the debate on AB4, a change to the calculation of net proceeds on mining. The Senate failed twice to pass AB4, as new revenue increases require a two-thirds

majority of the legislature for passage. At least one senate republican must join the democrats to approve a tax increase. In the end, the final budget bill (AB3) partially restored some of the proposed cuts from the Governor's Office of Finance and halved the originally proposed number of furlough days for state workers. Of the restored money, \$81 million is for health care and social services, including \$49 million to optional Medicaid services that faced elimination. Also, of interest and concern to IVGID, was AB 2 which would have allowed unused dollars from localities such as individual schools to be swept to offset some of the education shortfalls. This bill has been the source of friction between the Legislature, the Clark County School District, and the Governor. Thankfully, many municipal and governmental entities, along with Tri-Strategies, successfully lobbied to defeat this bill. While AB 2 was not successful, I would encourage the IVGID board to take notice that education advocates are looking for fund balances to possibly sweep into the general budget for any future budget shortfalls. In the final hours, an amendment was added to transfer \$50 million in federal CARES Act dollars to a state budget account is overseen by the state superintendent and establishes a grant program for K-12 schools. The Legislature also passed a resolution calling on the federal government to provide flexible funding to help the state manage its fiscal shortfall. One of the unique factors of the special session was that the public was not allowed to enter the building. With this barrier, we had to be strategic and innovative to accomplish our goal of face-to-face communication with legislators. We were successful in our communication efforts and making sure that IVGID was represented. The Tri-Strategies team was fully present in Carson City and had multiple out-of-building meetings, strictly observing the Governor's social distancing and face mask directives, with legislators and staff. To the comment in public comment, our team, due to the significant limitations with the person to person interaction focused our efforts with the majority leadership in both the assembly and the senate. In connecting with them, we found success in defending localities and IVGID. Finally, the Governor has indicated a second special session on police and social justice reform, election reform, evictions, and business and government immunity from COVID lawsuits.

F. REPORTS TO THE IVGID BOARD OF TRUSTEES*

F.1. Audit Committee Chairman Matthew Dent

Audit Committee Chairman Matthew Dent said that the Audit Committee had a meeting this afternoon and that prior to the meeting on July 22, 2020, Trustee Callicrate resigned as an Audit Committee member which triggered a reorganization so there is no need to discuss that matter with the Board of Trustees and that, as of today, we had our five members. Some of the items that the committee went through were acknowledgement, reviewed Policy 15.1.0, roles and responsibilities, elected a new Chair (Matthew Dent) until December 2020, and scheduled their next Audit Committee meeting for Wednesday, August 19 from 3 p.m. to 6 p.m. The committee members also reviewed the engagement letter and then talked about the Audit Committee work schedule. The newest members were brought up to speed and we tabled the item on the liaison and noted that, in the past, it has been the Audit Committee Chair. Trustee Schmitz requested that we add this item and it will be discussed at a later meeting. Internal controls were deferred and the last item was deleted off the agenda; it will get freshened up and resubmitted at another time. Trustee Morris congratulated Trustee Dent on his re-election as Audit Committee Chair and stated that he listened in to the meeting which was a great kick-off. One thing that came up was that this Board determine the official start date of the at-large members and he knows that we cannot take that action now but that the Board has to fix that date. Audit Committee Chairman Dent said that he and Trustee Schmitz brought up some areas and that while not perfect, that is one of the questions that did come up. They were appointed on June 23 however they were not technically seated until 5 days ago and then with today being their first meeting, this leaves the question about when does their term start so we will be bringing that question back as we want to set a date which starts their terms as we don't want to cheat them out of their service.

G. CONSENT CALENDAR (for possible action)

G.1. Grant of Easement to NV Energy on District Property APN: 131-240-02 for the Purposes of Constructing, Operating, Adding to, Modifying, Removing, Accessing and Maintaining Above and Below Ground Communication Facilities and Electric Line Systems (Requesting Staff Member: Director of Public Works Joe Pomroy)

Trustee Wong made a motion to approve the Consent Calendar. Trustee Morris seconded the motion. Chairman Callicrate called the question and the motion was unanimously passed.

H. GENERAL BUSINESS (for possible action)

H.1. Review, discuss and possibly approve an item for the 2020/21 Fiscal Year allowing the District to enter into an agreement for media buying services for 2020/21; Venues: Diamond Peak, Championship Golf Course, Mountain Golf Course, Facilities; Vendor: EXL Media (Requesting Staff Member: Marketing Manager Paul Raymore)

Marketing Manager Paul Raymore gave an overview of the submitted materials.

Trustee Dent said doesn't the District have any type of CRM where we can target users who purchase passes from us, don't get the IVGID Quarterly, and/or e-mailing folks who have used from us before? Marketing Manager Raymore said yes and that it is only as good as the data. When a purchase is made online, an account is created. On e-mails, an open rate of over 20% is a win and that 20% is pretty good as well at about the industry standard. The problem is that we have walk up purchases as we don't create a customer account so we don't have a way to market to them; there are limitations. Trustee Dent said that the District does post on Facebook and Instagram and that he does see our employees out there taking pictures and thus getting people interest. Do we somehow boast posts on Facebook and Instagram to the location? Marketing Manager Raymore said yes, 100% and that is where a lot of the money goes and feeding that information from our CRM and targeting them on Facebook. Trustee Dent asked if it was Staff managing those efforts or was it EXL Media? Marketing Manager Raymore said there are a couple of ways that the Staff uses these social media platforms and that sometimes it is Staff and sometimes EXL Media spends money to boast them and broadcast them. One might also see Facebook and Instagram ads and that is where we are sending EXL Media the creative content and then they are posting on our behalf which is not in the newsfeed but is off to the side as we need to spend money to boast a post. Trustee Dent said so boasting a post is being done by EXL Media and not by Staff? Marketing Manager Raymore said that is correct as they have the tools to track and obtain the ROI that those boasts are generating. Trustee Dent said that he is familiar with that as he has done it. Which of the previous years

have we cut the EXL Media spend other than last year? Marketing Manager Raymore said that he didn't think that we have ever spent the full amount but we have come in close. We are very lean and the amount we spend is the bare minimum. There are many opportunities to spend more but we haven't really used them. Trustee Dent said that he thinks that COVID-19 might hang around a little longer and until we get a vaccine, what do we know right – will Diamond Peak be operating at 50% capacity? Marketing Manager Raymore said we don't know and that Staff is hoping for the best. Based on the industry, we are hoping that Diamond Peak is set up well and getting close to our normal capacity while trying to plan ahead for all the scenarios while ensuring safety is the goal. It is a tough balancing act and there are the 3 peak dates that are always naturally at capacity where we would be shutting off advertising and if we see we are at capacity on the weekends, we will be working hard to boost mid-day skiing and riding. We will need that to make up for some of the revenues that we will have with the restrictions. Trustee Dent said that he can see a time when school is not in session so there will be no vacations. There has been a boom in real estate as people are relocating to live where they want to live. This is a tough year and he feels that the more he thinks about the marketing plan, the more questions he has. He gets both sides of the argument and he doesn't know if we will see the impact if we do nothing as no one can give us an answer just because there are so many unknowns. He is just hesitant in spending the money because we don't know if we are going to have money and so he may want to skip this year and have Staff do some boasting. He doesn't know if marketing is going to be driving people up to our resort and he doesn't know if it ever did. Trustee Schmitz said thank you for spending time with her and providing the background information as she appreciates the variable fee and the effort. She still has some concerns about this year and it being so different. She doesn't want to necessarily get us locked into specific contracts as we are in a billboard contract that may not be able to get out of so she doesn't want to go down that path. On agenda packet page 24, based on the surveys, it would have been helpful to have some dollar values (expenses and revenues) to know what was spent on which because social media has much more traction than billboards and ads in the newspaper. Staff's answer on the newsletter that only 20% were opened, it showed on agenda packet page 24 a higher percentage so she is struggling to understand the overall value. Trustee Schmitz continued that she has spent the last year or more trying to understand all of the short term rentals and the tax revenue that they are bringing in to our District. They pay transient occupancy tax and a significant dollar amount comes back to our visitor's center which is chartered with doing tourism. The way they are

marketing is not location centric. For weddings in Incline Village, they are not showing the Chateau as number 1 rather it is a random thing in with Placer and Washoe counties. She doesn't think that the RSCVA would want the dollars used outside of Washoe Country. The Visitors' Center gets \$1,000,000 or more and their sole purpose is to pursue marketing in Washoe County so if we cut back here, there are other methods for getting advertising. She is trying to wrap her head around the right decision and all of us are having a difficult time because of so much uncertainty. She sees more mid-week skiing, high yield skiing, and also having the transient occupancy taxes collected. She is not sure because 68% of the people have been here before and word of mouth and family, friends and people who are moving here, she is just not sure and not sure of what the right decision is and that she wanted to share, with her fellow Trustees, the information about the transient occupancy tax. Chairman Callicrate said that this has been a sticking point for the District through the last several decades with monies being collected up here and then being used for marketing as a tourist destination. Trustee Morris said that he didn't hear much of what Trustee Schmitz said as he was having Internet troubles. To what extent are you tracking the other ski areas in marketing for the upcoming year? Marketing Manager Raymore said that he thinks everyone is in somewhat of a wait and see mode. We are ready if somehow the kids are out of school and everyone decides to come and ski mid-week. Staff will do everything we can to limit advertising and this contract gives us that flexibility without commitments and while being fiscally responsible with the best interests of the community in mind. He doesn't know of any resort that plans to stop their marketing plans rather they are paying to promote flexibility, programs and being open for business as a great outdoor activity and to tell their customers what they are doing to keep their customers safe. It is not about just the view, value and the vibe but we are doing to keep our customers safe so they can come and recreate. It is very important this year because people are still freaked out and if Diamond Peak has any hope of breaking even, we need crowds of people, we need to convince our customers that we can keep them safe and there is a very good chance that our advertising will tell that story; stay socially distanced and still have a great time. Trustee Morris said that his concern is that we have got to be ready to turn on a dime with what we do as we have an aggressive target for Diamond Peak and the change in rec fees is relying on Diamond Peak delivering a good return. He is pleased to see that this is all basically a not to exceed contract. Can you confirm that the budgets you have done and what we might spend are all not to exceed? Marketing Manager Raymore said yes, these are all not to exceed amounts. Trustee Morris said thank you as that is important to him. He comes with 40

years of sales and marketing background and he knows the value, particularly in down times. If we don't do something this year, we won't see it this year but we might next year. He feels pretty strongly that we should be doing something because of the impact to a locals' pass. In the end, we do have to trust our team through our General Manager and that he is putting the right people in the right place and that they always have the best interest of the people in Incline Village and Crystal Bay in their hearts and their goals. He is comfortable with this item as we do need to bring in those full paying visitors. He thinks that this is something that we should be allowing for, have regular reports so we can keep tabs, and so we will know where we are heading. Marketing Manager Raymore said he is happy to provide status reports throughout the season as that is the reporting we get from EXL Media and he is happy to modify the contract to write that in. Trustee Morris said that would be pretty important and would help to get more visibility on this spend. Trustee Wong said that cutting our marketing budget could be a double edged sword and that she had all her answers in the last presentation. If we cut too much, it is potentially our fault if our venues don't meet our targets. Given that everything is not to exceed, she would like to approve the original budget and trust our Staff so that they can meet their budgeted targets. Chairman Callicrate said for the last several years, he has never been against you and your associates and the work you have done. He has an issue with, this year specifically, with the outlay of marketing dollars. He does appreciate the hard work that you have put in to lessen the overall burden. The opportunity that we have, if we were to forego the marketing for a year, is that we will see what the concerns are for our main venues and if they take a hit. He is not a gambler and this is not just throwing the dice. We have an obligation to our community and if we aren't able to open the ski resort, and he doesn't have a crystal ball, it would be more prudent to work in house with your budget and the in house team, with you in the lead, coming to grips with the use of social media as he shares Trustee Schmitz' concerns with billboard. Please remember that we are not attacking you or your team rather he sees it as investing in the customer experience as it is a nightmare when the ski resort is at capacity especially for our locals. Everyone steers clear on the weekends as we know it is a big money maker. We don't know what is going on with COVID but when we get a lot of snow, we make money, when we don't have a lot of snow, we have snowmaking. He thinks that the word is out there and with all the money we have spent on marketing, we rarely make the RGJ or our hometown newspaper or television as it is always Mt. Rose and rarely is it Diamond Peak. Not even making it in the local situations on a consistent basis is troubling for him. We have money earmarked for marketing that can be spent at the particular

venues for customer service this year and then we can access it at years' end as we might be pleasantly surprised. He might be the outlier as he generally is but he has experienced this constantly as long as he has been on the Board. Marketing Manager Raymore said that it is a bad year to start experimenting as he doesn't think we will be able to draw any conclusions. It is a big gamble to change a strategy that has resulted in great snow years. Last year, we closed early and we made a profit. Chairman Callicrate said that he will take slight increase with that as we have had great snow years during the last 5 years. We had 4 banner years and the day we closed the ski resort, this year, was the best ever. It is not a year to be cavalier and that is not how he feels. It is an opportunity to reinvest those dollars in customer experience. He has been hearing from a lot of people that are opposed in this particular year to go forward and that doesn't mean we can't pool our resources and do the marketing we can do without EXL Media. District General Manager Winquest said that we have had this conversation every year as far as how much money we spend on marketing; it goes back to what he said when he was Interim General Manager – IVGID has an identity problem. We are a localized mountain with the exception of holidays when he chooses not to ski or snowboard on those days. It goes back to the Tennis Center where he was told by the then General Manager to double prices and he told him that if we do that, we won't have anyone here. He did raise those rates and the business went down. However, thanks to pickleball, we have seen the Tennis Center come back. It is an easy decision to take out a Tennis and the Recreation Center as we can do our own shoestring marketing. Staff has agreed we could also cut back at Golf. Moving forward, Staff is comfortable with utilizing other resources to market. With Diamond Peak, we need to be cautious as we will be damned if we do and damned if we don't. If we don't have a season or if we have a normal season and haven't spent any money, it could be problematic. If we significantly cut back, we won't know the impact for two or three years and the risk that we know for sure is that we will have lost our niche in the market. For a long time, Diamond Peak couldn't meet its budget, etc. We believe we have been able to find our niche as our Marketing Team has done a good job. It is disingenuous to come down on our Marketing Manager who has done a solid job of evaluating so we have a sustainable mountain as we spend a lot of marketing. Billboard marketing – he is adamantly opposed to that marketing. It makes sense to show where our marketing dollars is going. Whatever the Board of Trustees decides today, we will live with it. Staff does want a level of flexibility to spend money where it is appropriate as everyone seems to be a marketing expert. We have good marketing people. We have eliminated a marketing position which is part of the reason he was

comfortable with that move because we had outside resources. If everything is in house, we will have to re-evaluate our structure. We could be wrong in spending no money and if we find out that we don't lose any business, that's fine too. Staff is comfortable with whatever the Board of Trustees decides and we will work with it. Diamond Peak has had really good seasons with the snow however some part of that is due to the marketing. We are trying to find the sweet spot however it could be detrimental if Diamond Peak loses its place in the market so be cautious with that decision. Marketing Manager Raymore said that he would like to reinforce what the District General Manager mentioned and how vital this service is. Media buying is outside of the scope of what we could effectively and we will do it badly compared to the expertise that EXL Media has and we won't be able to utilize trade. As mentioned in the memorandum, trade is a great thing as there are unused times and the breakage is such that it makes it a stellar deal; it pays for itself with trade. Because we have lost a member of the sales and marketing team, this is a very vital service to allow us to go forward with our marketing plans. Trustee Schmitz said that she would like to ask that this decision be postponed for a month and that in that month we ask Staff to get more information from the Visitors' Center and from RSCVA as it relates to marketing our venues and then bring that back to the Board so we can have information about those million dollars' worth of marketing dollars that could potentially impact us. Marketing Manager Raymore said that those are TOT funds that come from Washoe County and then back to the Incline Village/Crystal Bay Visitors' Bureau which is placed into the North Lake Cooperative which has an agreement with Placer County, North Lake Tahoe Resort Association (NLTRA) and the Incline Village/Crystal Bay Visitors' Center have all agreed to pool their resources to promote the North Shore. He does have some issues with not having much of an Incline Village/Crystal Bay landing page within the NLTRA website. Those are the decisions that are made at the NLTRA and the Visitors' Center where we don't have control and is mostly made by the lodging properties that control the Board which is one more reason to have some budget to promote IVGID specific venues is so important because we don't show up on this website and to reach out to those customers and work with a local agency like EXL Media. Trustee Schmitz said that one thing that our Marketing Manager mentioned to her is that they are in process of revamping their website to give area specific as opposed to being all of North Lake Tahoe and her feeling is that our County commissioners and RSCVA, as a whole, would very much want that to happen as they would want the dollars to come back here and that is why those dollars are being delivered to the Visitors' Center is to promote that. All she is suggesting is that in a month, she would like to get a bit more

clarity and understand how much do have the ability to influence over how they are doing their marketing. Chairman Callicrate said that this Board has had a good discussion and that we will have to agendize on how to deal with NLTRA and RSCVA in a month. He would like to ask District General Counsel if we can table or postpone for a month as he wants to make sure it is done in the right way or do we have to vote on it to table or postpone this item. District General Counsel Velto said that if you move to postpone he would recommend that you allow discretion unless you have a specific date. Chairman Callicrate said that the Board is going to table this for a month with the date to be determined, which District General Counsel Velto that the Chair can take this action, and to see if we can get monies from RSCVA which may help us out. He doesn't want us to get weighed down in the minutia and the untapped potential with the RSCVA and doesn't want to drag it out. So we can either do this at the next meeting or the following month as he doesn't want to drag it out too far. Trustee Dent said besides seeing what the Visitors' Center has got and bringing that back to us, currently the IVGID Staff doesn't spend any money in boasting posts. Marketing Manager Raymore said yes, in general that is true, and there may be a last minute boost of \$10 on an event. Trustee Dent asked what is the dollar amount. Marketing Manager Raymore said \$25 and that he likes to spend that with EXL Media so we can track it. Trustee Dent said so Staff doesn't have the capacity if we were to utilize Staff so if we were to potentially add another employee and focus on internal marketing, do you have the capacity to do that or did he hear you say you didn't? Marketing Manager Raymore said it is capacity versus efficiency and yes, in theory, we could do this. He could also build a culvert and that is the reason that we hire an expert. We hire an expert and it is why we hire EXL Media which gets us tremendous additional value. If we are going to table this item, the only thing he would ask is for specific guidance on what the Board needs to make this decision and commit to giving him those specific questions and he will get the answers. As to the RSCVA and the IVCBVC, he will reach out to them and try and get as many answers. He can give Mr. Chapman a call as all their finances should be available. Chairman Callicrate said that the Board has had a robust discussion on something that is either a given or a no. It is a critically important decision so he is tabling this item and he will get together with the District General Manager. Trustee Wong asked what are the business ramifications for putting off this decision for another month. Marketing Manager Raymore said that the media plans are long term plans and that Staff starts planning for Diamond Peak right now. The impact is not as great to Golf in a normal year. If we are going to start planning Diamond Peak campaigns and not utilizing EXL Media, it will be a huge impact as

there will be a business impact. Staff needs a decision very soon. District General Manager Winqest said that he would add that we are in a holding pattern and if we spend the minimal amount, Golf probably won't get hurt nor will Parks and Recreation and Tennis and we may have to spend some marketing dollars on lower level things so we will be okay for a month. Whatever that decision is, we need to know that so we can shift our efforts to understand how we move forward; we will be okay for a month. Chairman Callicrate said that the latest will be at the end of the month and hopefully it will be on the August 12 agenda. Staff will give you clear information so we aren't shooting in the dark and Staff will reach out to Trustee Schmitz as she knows the ski industry very well. The District General Manager and he will coordinate to get that information.

At 7:55 p.m., Chairman Callicrate called for a break; the Board reconvened at 8:10 p.m.

H.2. Review and discuss projected Fiscal Year 2019-20 Year-End Fund Balances and review and discuss possible next steps in designating funds in support of priority Capital Improvement Projects (Requesting Staff Member: Director of Finance Paul Navazio)

Director of Finance Navazio gave an overview of the submitted materials.

Chairman Callicrate said that the importance of what we are trying to do tonight is based on our prior conversations and that we are taking monies and putting them into capital projects by restricting, committing, or assigning. We want the community to know that we are at the beginning of taking the steps of committing the funds to the respective areas we want them to go to. Hopefully, we will have that at the end of the month, we will have those dollar amounts, and then we can see this be putting towards whatever projects and then telegraph that to the community that we aren't collecting money just to collect money and that it has a specific purpose. He is looking forward to getting the dollar amounts, fleshing out those capital projects, and committing them thereto. Trustee Schmitz said, referencing agenda packet page 43, relative to fund balances, the Utility Fund has a year-end cash and cash equivalent of over \$4 million and if we go and restrict the additional \$2 million that we are collecting from ratepayers this year, does that than reduce that by \$2 million such that the ending cash would be \$2 million less than whatever that number is? Director of Finance Navazio said he would need to look at that a little more closely to determine an answer. Trustee

Schmitz said she doesn't see anything that identifies restricted funds because she believes that we have \$9.7 or \$9.8 million that are restricted which she didn't see in here but that she saw the \$4 million and that she is assuming the restricted dollars are set aside somewhere else. Director of Finance Navazio said let him look at that as the restrictions work a little bit different in other funds. It is already committed and not available for use other than by action of the Board. Agenda packet page 43 is very much rolled up and used to report to the State. There is more in the financial statements and the budget where the reservations and restrictions will be called out. Trustee Schmitz said so to answer her question about the \$4. whatever million, we do restrict the \$2 million and that would change it to \$4. whatever million it is to \$2. whatever million it is; that is just what she heard Staff say. Director of Finance Navazio said he is not sure and that he needs to research that question. Trustee Schmitz said we have operating revenues and operating expenses and \$9.7 million doesn't seem to be reflected. Director of Finance Navazio said what we will have for you, on August 12, is that Board action that says that at the first meeting of the new fiscal year, this Board will take the action to reserve the next \$2 million and that you will be adding another \$2 million restriction consistent with your prior action. Chairman Callicrate said on August 12, we will have an audited fund balances/reserves, and that the terminology is different on the Utility Fund from Community Services and that he wants that to be properly termed on August 12; he is looking forward to getting those actual numbers and then start taking action. Director of Finance Navazio said that recommendation a. needs to be in conjunction with the recommendation statement that is above it and that is that Staff will return on August 12 with an action item that will authorize the transfer of fund balances from the Community Services to the Beach Fund for capital projects. Chairman Callicrate said to bring back, on August 12, those two things and we won't act on them tonight as there are no numbers involved so we don't want to transfer funds without actual numbers. Director of Finance Navazio said yes, on August 12, Staff would like to have an item with dollar amounts so the Board can take an action to transfer fund balances to capital. Chairman Callicrate said so tonight we are not taking action? Director of Finance Navazio said as long as the Board is comfortable with taking action on August 12, Staff is fine with that. Trustee Morris said he would like to clarify or check if we are all on the same page on one of the things we are talking about. The District has a number of projects we want to accomplish, we have this pot of money, we want to spend the money on this project or that project and that we want to communicate that to the community. We do need to revisit our priorities and we do need to agree on what our priorities are and then how we earmark

funds towards those things and that it doesn't hamstring a future Board if a catastrophe occurs. Director of Finance Navazio said yes, that is Staff's understanding and what Staff is suggesting is an incremental step by step process. We want to identify monies in the fund balances and then move them to the Capital Project Fund. We will include an item to restrict the additional \$2 million for the export pipeline and the District General Manager wants to restrict a portion of the General Fund for the Washoe County tax settlement. Staff is ready to do that. As the Board looks at the proprietary projects, the Board will elevate its earmarking as it sees fit. Chairman Callicrate said that works for him and asked if Staff has clear direction. District General Manager Winqest said if we knew what we intended to budget for the Incline Beach house, Burnt Cedar pool and the Ski Way project, it would be easier to earmark those funds and we do have two of these projects coming before the Board in the coming month. Once we evaluate all of this, it will be easier and we will have a very good incremental plan that is more comprehensive; stick with us. Trustee Morris said as a quick clarification, he thinks he heard Staff say that we set ourselves an action item on the pipeline so he would like an item on the next meeting agenda to protect that money. Director of Finance Navazio said that is the plan. Chairman Callicrate said you have the direction so let's bring this back on August 12.

I. BOARD OF TRUSTEES UPDATE (NO DISCUSSION OR ACTION) ON ANY MATTER REGARDING THE DISTRICT AND/OR COMMUNITIES OF CRYSTAL BAY AND INCLINE VILLAGE, NEVADA*

Trustee Schmitz said that our community is going to be getting two additional resources from the Washoe County Sheriff's Office to help us with our parking. Chairman Callicrate said that is nice to hear that Washoe County is stepping up more and more.

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

Raymond Tulloch passed on his opportunity to speak.

Linda Newman passed on her opportunity to speak.

Cliff Dobler said that he wanted to mention something and that is that in the Audit Committee, we didn't get around to discussing the 14 points and that the memorandum is dated July 22 and that it is about 7 pages long. Linda

Newman and he have been working on this for the past several years and their information is based on GASB and GAAP and that they don't have any questions as it is based on facts. They don't have any claims as it is based on facts. Everyone is worried about the word "illegal" so he looked it up and it is unlawful and then he looked up the word "unlawful" and it means illegal. NRS is the law and if the law says prepared with GAAP and GASB and then if we are not following GAAP, which is GASB, we are breaking the law. We can use illegal and unlawful, as it doesn't matter the word, we didn't follow the law. Disingenuous to say not in compliance – pick a word – illicit, etc. It doesn't matter, you did not follow the law and no one will go to jail; we are not following the law. To answer Trustee Schmitz' question about not understand the cash and cash equivalent, there is about \$9 million in the kitty, cash and cash equivalents are not.

Yolanda Knaak said thank you for putting off the signing the contract for the media because she is really not for bringing people back into our community who might have COVID-19 and that is a smart move.

Derrek Aaron said thank you to the Marketing Manager for the time you took to prepare the presentation and he asked the following questions:

1. What are the expected and historical returns IVGID has experienced for each of these marketing platforms (he assumes IVGID utilizes all of these): FB, IG, EXL Media (XLM) , newspaper, email newsletters?
2. Do you think IVGID has exhausted its social media organic growth?
3. What analytics will XLM provide onsite hits, etc.?
4. Can XLM provide comps (success, shortcomings) from similar ski areas that they have marketed/supported?
5. If approved, when would XLM support begin and over what period?
6. Is XLM just providing website support or will they also support other IVGID marketing platforms?
7. Did IVGID shop around for \$ comps from other similar media companies?
8. Is XLM a special line item in the IVGID Marketing budget or will general funds from the annual Marketing budget be used to pay for this expenditure?
9. If we did go with XLM, how would we measure that it was a successful marketing campaign: skier visits, revenue, other similar?
10. What are your thoughts on email blasts becoming a more effective means of marketing and reaching/connecting with customers (other than social media)?

11. Is XML designed to cover possible shortcomings that may occur this upcoming season given current and future unknowns due to COVID?

K. ADJOURNMENT (for possible action)

The meeting was adjourned at 8:41 p.m.

Respectfully submitted,

Susan A. Herron
District Clerk

Attachments*:

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

Submitted by Aaron Katz (15 pages): Written statement to be included in the written minutes of this July 29, 2020 Regular IVGID Board ("Board") Meeting – Agenda Item H(1) – Staff's second bite at the EXL Media buy contract

Submitted by Paul E. Smith (3 pages): Testimony for the 29 July 2020 Board of Trustee's meeting

WRITTEN STATEMENT TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS JULY 29, 2020 REGULAR IVGID BOARD (“BOARD”) MEETING – AGENDA ITEM H(1) – STAFF’S SECOND BITE AT THE EXL MEDIA BUY CONTRACT

Introduction: For the last several decades, IVGID staff have contracted with one or more media buying agencies to place print, digital, radio, television, billboard, internet, social media, paid search campaign and other advertising on behalf of the District. Prior to and continuously “since the 2013/14 Fiscal Year, the IVGID Marketing Department has utilized the services of Incline Village-based media buying agency EXL Media for the District’s media buying services.”¹ Over this stretch of time local parcel/dwelling unit owners have been assessed millions of dollars intended on advertising intended to attract the world’s tourists to the public’s recreational facilities. And on June 23, 2020 staff sought Board approval to spend another \$425,700 on this endeavor with EXL Media².

But a funny thing happened on the “doll out another pay day to one of staff’s ‘favorite collaborators’ at local parcel/dwelling unit owners’ expense” way. After staff had unbelievably placed this matter on the consent calendar for what they hoped would be “rubber stamp” approval without comment or discussion³, this Board put its foot down by transferring the matter to the general business calendar for discussion, and ultimately a vote “No!”⁴

Now staff have returned with a feeble effort to meaningfully reduce costs⁵. And that’s the purpose of this written statement.

Staff’s Proposed Cost Reductions: are set forth at pages 26-29 of the 7/29/2020 Board packet⁶, and quite honestly, they’re a joke! Before I begin my analysis of staff’s proposed reductions, since Mr.

¹ See page 498 of the second packet of materials prepared by staff in anticipation of the Board’s June 23, 2020 meeting [“the 6/23/2020 Board packet part 2” (https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Packet_Regular_Part2_06_23_2020.pdf)].

² See pages 497-509 of the 6/23/2020 Board packet part 2.

³ See page 2 of the first packet of materials prepared by staff in anticipation of the Board’s June 23, 2020 meeting [“the 6/23/2020 Board packet part 1” (https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Packet_Regular_Part1_06_23_2020.pdf)].

⁴ See page 257 of the packet of materials prepared by staff in anticipation of the Board’s July 22, 2020 meeting [“the 7/22/2020 Board packet” (https://www.yourtahoeplace.com/uploads/pdf-ivgid/0722_-_Regular_-_Searchable.pdf)].

⁵ See pages 26-29 of the packet of materials prepared by staff in anticipation of this July 29, 2020 Board meeting [“the 7/29/2020 Board packet” (https://www.yourtahoeplace.com/uploads/pdf-ivgid/0729_-_Regular_-_Searchable.pdf)].

⁶ I have reformatted them into a spreadsheet, included them as percentage reductions, and this spreadsheet is attached as Exhibit “A” to this written statement.

Raymore recommends against his proposed Option C reductions [he laments they severely cut into advertising plans at Diamond Peak, Golf and Facilities which he states may have serious long term consequences⁷], let's forget about them for the moment and concentrate solely on his proposed Options A and B reductions. Summarizing them,

Cash Media Buys: Mr. Raymore's proposed Option A reduces proposed cash buys by a paltry \$16,000 (6.02%). Moreover, there are *no proposed cost reductions whatsoever* at Diamond Peak, Golf and Facilities⁸. His proposed Option B is only a very slight improvement over proposed Option A. It reduces proposed cash media buys by another paltry \$27,700 (10.43%). And again, there are no proposed cost reductions at Diamond Peak or Facilities, and there's only a modest \$11,700 proposed reduction at Golf⁹. Essentially all proposed reductions are the elimination of worthless Tennis and Rec Center cash buys, and a proposed \$48,000 reduction in Diamond Peak trade¹⁰.

Trade Media Buys¹¹: Mr. Raymore's proposed Option A reduces these proposed buys paid with trade rather than cash by \$48,000 (52.17%), *all* of which is assigned to Diamond Peak. His proposed Option B is only a very slight improvement. It reduces proposed media buys with trade rather than cash by \$66,000 (71.74%). \$60,000 are assigned to Diamond Peak, and \$6,000 are assigned to Golf¹⁰.

EXL Media Agency Fees: Mr. Raymore's proposed Option A reduces these already excessive (see discussion below) agency fees by a paltry \$4,000⁸ (5.88%), from \$68,000 to \$64,000. His proposed Option B is only a very slight improvement over proposed Option A. It reduces proposed agency fees by \$7,000⁹ (10.29%), from \$68,000 to \$61,000. In other words, a 15.97% reduction in total media buys under Mr. Raymore's proposed Option A, yet only a 5.88% reduction in proposed EXL Media agency fees. Similarly, a 23.66% reduction in total media buys under Mr. Raymore's proposed Option B, yet only a 10.29% reduction in proposed EXL Media's agency fees.

Is This the Best You Can Do Mr. Raymore?

⁷ See page 30 of the 7/29/2020 Board packet.

⁸ See pages 27-28 of the 7/29/2020 Board packet.

⁹ See pages 27 and 29 of the 7/29/2020 Board packet.

¹⁰ See page 27 of the 7/29/2020 Board packet.

¹¹ "Both Diamond Peak Ski Resort and the Golf Courses utilize trade value (vouchers which allow the holder to access and use these facilities in lieu of paying user fees) to offset the cost of paid advertising programs as much as possible. At Diamond Peak, we propose to set aside \$80,000 in trade value to utilize in the place of cash for media buying. At the Golf Courses, we propose to set aside \$12,000 (\$6k Champ/\$6k Mountain) in trade value to utilize in the place of cash for media buying" [see page 105 of the packet of materials prepared by staff in anticipation of the Board's March 11, 2020 meeting ["the 3/11/2020 Board packet" (https://www.yourtahoeplace.com/uploads/pdf-ivgid/3-11-2020-BOT_Packet_Regular.pdf)].

And is This Because His Job Duties Require Him to Split His Time By Being the IVGID Quarterly's Managing Editor? That's right. Check it out¹²!

How Does EXL Media's Agency Fee Compare to the Industry Standard? "The most common way media buying agencies get compensated is by earning a commission on your total advertising spend. A common (commission) rate is 15 percent (15%) of your total advertising spend. For example, if you buy \$15,000 worth of advertising in a newspaper, the media buying agency will earn \$2,250."¹³ This represents "the standard agency commission for services such as media buying, planning and trafficking, which are carried out by accredited advertising agencies."¹³ Some agencies charge nothing for placing trade media. However, under EXL Media's proposed contract with the District, "when(ever) trade is issued to a third party, IVGID services and products will be (commissioned) at full rack rate."¹⁴ Translation: EXL Media's agency fee is calculated to compensate it for placing IVGID's media advertising via use of trade rather than cash.

Under Mr. Raymore's proposed Option A, the standard agency fee in the industry for all placed media would be \$44,055. Under Mr. Raymore's proposed Option B, it would be reduced to \$39,600. Yet Mr. Raymore recommends we pay EXL Media \$64K in agency fees under his proposed Option A, and \$61K under his proposed Option B¹⁰. Thus Mr. Raymore wants the District to pay EXL Media \$19,945 *more* in agency fees than the industry norm under his proposed Option A, and \$21,400 *more* under his proposed Option B. *And for what?*

How Does the District Know EXL Media Isn't Getting Some Secret Payment or Kick Back From the Advertisers it Places Advertising With on IVGID's Behalf? Sections 2(e) and (f) under EXL Media's proposed contract provide that "all media/vendors (for the advertising placed by EXL Media on the District's behalf) shall look to EXL (Media solely) for payment." "EXL (Media) will provide copies of original invoices from (those) third party vendors" to the District, and it "will pay all (of those) invoices from media/vendors on behalf of (the) District (after)...receipt of payment from (the) District for the same invoices."¹⁵ But how does the District know whether EXL Media's actual cost is reflected on those invoices? In other words, how does the District know that EXL Media isn't getting some secret payment or kick back from the advertisers it places IVGID advertising with? "Who Are Media Agencies (Really) Working For?"¹⁶

¹² For 2020 alone, see page 4 at https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_Qrtly_Feb2020.pdf, page 4 at https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_Qrtly_April2020.pdf, and page 4 at https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_Qrtly_June2020.pdf.

¹³ Go to <https://bizfluent.com/info-8600134-do-buying-companies-charge-services.html>.

¹⁴ See section 1(b) of the proposed EXL Media contract at page 34 of the 7/29/2020 Board packet.

¹⁵ See page 35 of the 7/29/2020 Board packet.

¹⁶ Go to <https://www.trinityp3.com/2013/10/media-agency-remuneration/>.

“For many media agencies transparent contractual remuneration...barely cover(s their) cost(s. But) the remuneration terms agencies need to offer to win business leave them no choice but to recover funds elsewhere. (Since) their media agency rivals are doing it...unless they play this game too, it’s impossible to compete...Media Agencies have a simple choice – recover funds at the other end from media owners, or sit back and watch as their business dwindles away. After all, while the advertisers are spending less than 5% of the media spend on media agency fees, the media owners have 20% – 30% of the media spend budgeted for sales incentives and for digital (advertising, and) this can rise to 80%...It’s the elephant in the room that everyone pretends doesn’t exist...(Simply stated,) it happens and it’s here to stay no matter how much the agencies protest it is not.”¹⁶ So what can the District do to protect itself?

“Some will suggest a media financial audit. But you only have the right to audit the agency’s accounts related to *your* business. What if the fund is passed through a related third party such as another entity owned by the holding company (here EXL Media)? Or what if the value is provided through bonus inventory which is being monetized with another client’s account...you cannot audit? (Although)...these (types of) financial audits (may) find...mistakes...they will not find...new rivers of gold in media.

Others are demanding more transparency from agencies which is largely falling on deaf ears at the agency end. Because transparency alone is no solution, (it)...simply returns agencies back to their unsustainable level of remuneration. (Moreover,...even if...advertisers know what is going on, none (is)...willing to pay the fees required to stop it. In fact, many would use the knowledge simply to try and extract these funds for themselves. (Thus) both agency and media owner(s) will strenuously fight this...(So) the question is what (is the District) going to do? Stomp (its) feet and demand transparency? Or...use the situation to...our advantage?”¹⁶

“In this new environment it becomes critical for advertisers to set clear performance goals and ensure the(ir) media agency is held directly accountable to delivering these (goals). And increasingly, these performance goals should be both client based and media based. Media performance assessment should move beyond reach and frequency goals to include leads, sales and brand tracking measures...This way the agency is being paid and rewarded for the value (it) contribute(s) or create(s).

If aggressive client-based value targets are being met and exceeded, then the unknowns of media owner kickbacks and pay-offs matter little. And the greater the bonus potential and upside offered by advertisers, the more likely they (will)...receive a healthy share of the free inventory and goodies media agencies increasingly have at their disposal as a function of these deals...Recognition of the new marketplace ensures smarter clients maintain their control, and that (media) agencies continue to work for them rather than...media owners.”¹⁶

The Proposed Contract Must be Modified to Provide For Aggressive Performance Goals: So with the foregoing in mind, let’s look at the proposed contract’s¹⁷ performance goals. If they existed,

¹⁷ See pages 33-38 of the July 29, 2020 Board packet.

they would appear under “section 2 – EXL’s Obligations,” wouldn’t they? Yet unsurprisingly¹⁸, *there are none!* Therefore staff should be directed to modify the proposed contract to include REAL, aggressive performance goals.

Mr. Raymore Continues to Misrepresent the ROI And Reasons For an Admittedly Low ROI on EXL Media Sales: Incredulously, at page 19 of the 7/22/2020 Board packet Mr. Raymore represents that because we are in recreation businesses which

“prioritize customer service...to our local residents and stakeholders...over profits...our marketing efforts reflect these priorities, including our paid advertising strategies.”

Therefore Mr. Raymore wants the Board to believe that,

“We spend a great deal more time...effort (and marketing dollars) ensuring that our local residents and stakeholders are informed about the programs, services and discounts that our (recreation) venues provide than might be justifiable were we a strictly (series of) for-profit business (enterprises. Thus) this includes analysis of where our second homeowners live, and dedicating paid advertising dollars to reach those homeowners in their primary communities.”¹⁹

In other words, the District’s nearly \$1.2 million marketing budget²⁰, which originally included at least \$425,700 of sales with EXL Media¹⁰, primarily exists to reach our 60% or greater of second homeowners who live in distant out-of-state communities. And since the IVGID Quarterly, which Mr. Raymore heads as its managing director, which is mailed to every local parcel owner, doesn’t do the job, he is arguing for the expenditure of hundreds of thousands of advertising dollars more “to reach (our community’s second) homeowners in their primary communities.” I didn’t realize that was the primary purpose of advertising efforts. Did you?

And I find it telling that Mr. Raymore ignores the instruction of past Boards that most of our recreation venues should operate financially on a break even or positive cash flow basis. I’ve previously reminded this Board that on December 11, 2002 the Board adopted Resolution 1736²¹ which enacted Financial Standards for the District’s various recreational facilities. ¶VII(A) of

¹⁸ I say “unsurprisingly” because look at the professionalism and competence of our over compensated and benefited marketing staff.

¹⁹ See pages 19-20 of the 7/29/2020 Board packet.

²⁰ See page 107 of the 3/11/2020 Board packet.

²¹ A copy of Resolution 1736 is attached at pages 192-199 of the packet of materials prepared by staff in anticipation of the Board’s April 14, 2020 meeting [“the 4/14/2020 Board packet” (https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Packet_Regular-4-14-20.pdf)].

Resolution 1736 declared that the services provided at most of our recreational facilities should be “provide(d) on a breakeven basis.” The subject was again discussed by the Board at its October 1, 2013 meeting. Thereat, Board members were asked whether they believed each of the District’s recreational facilities and the programs offered thereat “should generate a profit, break even, or simply provide value?” All five (5) trustees declared that essentially all of our recreational facilities should operate on at least a breakeven basis²². So where does Mr. Raymore get off representing he was not employed as a marketing professional to drive more revenues at the District’s recreational facilities?

Moreover, the Answers to Mr. Raymore’s Surveys Reveal We *Don’t* Need to Spend Money Dedicated to Advertising to Reach Second Homeowners as He Represents: This is a subject I addressed at the Board’s July 22, 2020 meeting. The answers to Mr. Raymore’s surveys reveal that the top three (3) responses to the question how “you...learned about Diamond Peak” were: word of mouth, I live in Incline Village, and I performed a Google search. In other words, there is no need to spend advertising dollars reaching second homeowners in their primary out-of-the-area communities. Don’t you listen to your responders Mr. Raymore?

How the District “Measure(s)...ROI (on its) Paid Advertising Campaigns:” At the IVGID Board’s June 23, 2020 meeting Mr. Raymore offered testimony on this subject that based upon “customer survey(s)...(which) ask(ed responders)...how they heard about Diamond Peak and what influenced them to...come to (Diamond Peak, he concluded that)...the total revenue attributable to (all) paid advertising programs was \$3.9 million...and the total profit attributable to all those programs was (an unbelievable) \$1.3 million.”²³ His complete testimony on this subject was,

²² A spreadsheet depicting trustees’ views on this subject was attached to the minutes of the Board’s October 1, 2013 meeting [see page 126 of the materials prepared by staff in anticipation of the Board’s October 30, 2013 meeting (“the 10/30/2013 Board packet”)], and a duplicate copy appears at page 201 of the 4/14/2020 Board packet.

²³ The IVGID Board livestreams its public meetings (<https://livestream.com/accounts/3411104>). The portion of the livestream of the Board’s June 23, 2020 meeting where the quote language appears is at 6:31:39-6:34:16 at <https://livestream.com/ivgid/events/9186678/videos/207841724> (“the 6/23/2020 livestream”).

“We take...customer survey(s)...(which) ask (responders)...how they heard about Diamond Peak and what influenced them to...come to the resort²⁴... They have all sorts of (answering) options. Everything from word of mouth, to billboard ads, to internet ads, to e-mails....social media...online review sites...print ads, television, radio (and) things like recommendations from the Hyatt...(We) take those number...and percentage...(answers and) multiply them by the average yield for skier visit...the profit per skier visit and (then) try to...come up with a ROI analysis...by...marketing channel...So for example...for this past ski season...the total revenue attributable to (all) paid advertising programs was \$3.9 million...and the total profit attributable to all those programs was \$1.3 million...Billboards for example spent \$76,795 cash (and) trade value combined...the total revenue attributable to those billboards was about \$638,000 (and the)...profit (was) approximately \$206,000.”

Now Mr. Raymore tells us staff “measure(s) the success of (their) marketing campaigns in many ways”²⁵ and he points to two²⁶. First, “reporting provided by EXL Media which analyzes the amount of website traffic generated by our paid advertising campaigns, the amount of online revenue brought in overall and online revenue that’s attributable to those paid advertising campaigns, (fancy terms such as)...Return On Advertising Spend (ROAS), and other industry standard metrics such as cost per click, click-through rate (“CTR”), and number of impressions.”²⁷ And second, “an analysis of our customer survey results, specifically...multiple choice question(s).”²⁸

With respect to the latter measure, on June 24, 2020 I made a public records request asking to examine “the surveys allegedly relied upon by Mr. Raymore...and...the ROI conclusions reached...as a result” thereof. In addition, “if Mr. Raymore or anyone else on his behalf prepared summary reports speaking to this ROI either for staff or EXL Media purposes, during the time period in question, I (asked)...to examine those reports.”²⁹ Staff’s response to my records request revealed that its

²⁴ Now that we’ve seen the surveys we see that they did *not* ask responders what influenced them to come to Diamond Peak. All they were asked is whether they *learned* about Diamond Peak as a result of a particular type of advertising. Notwithstanding, Mr. Raymore deceitfully states that “we ask this question to get a-sense of what marketing channels our customers are telling us that they have used in making their decision to patronize our venues.”³¹

²⁵ See page 19 of the 7/29/2020 Board packet.

²⁶ See pages 20 and 22 of the 7/29/2020 Board packet.

²⁷ See page 20 of the 7/29/2020 Board packet.

²⁸ See page 22 of the 7/29/2020 Board packet.

²⁹ The complete e-mail string on this subject between Ms. Herron and me, which includes my June 24, 2020 public records request and Ms. Herron’s response was attached to a written statement I submitted to the IVGID Board I asked be attached to the minutes of the Board’s July 22, 2020 meeting.

interpolation of the alleged cost-benefit of EXL Media placed advertising insofar as Diamond Peak as a whole were concerned, was based upon a 2019-20 survey of 78 *artfully crafted* questions answered in part or in all by 391 responders (*out of 110,000 budgeted seasonal skier visits*). Since the overwhelming majority of those 78 questions had nothing to do with the reasons why each responder chose to visit Diamond Peak when he/she did²⁴, I excised them from the list and was left with two (2) questions which had some relevance to my query. Although that survey, IVGID staff's conclusions and my criticisms are included in a written statement I asked be attached to the minutes of the Board's July 22, 2020 meeting, let me repeat my observations and conclusions.

Garbage-in-Garbage-Out ("GIGO"): Initially, please understand that Mr. Raymore's survey suffers from the same problem nearly all of IVGID's other surveys suffer from. That is, staff's artful crafting of questions designed to adduce pre-ordained answers intended by staff to fit their spin, rather than the impartial truth³⁰. As stated, here there were two (2) somewhat relevant questions pointing to ROI which are replicated along with their responses as follows:

Question 4: "Please (tell) us...*ALL* of the ways you...learned about Diamond Peak."³¹ Out of 382 responders there were 643 responses. Yet instead of reporting individual response categories by a percentage of total responses, Mr. Raymore chose to report them as a percentage of those responding³². *In other words, he has intentionally juiced the percentages*³³ so he can argue the results more closely align to the responses he covets!

Putting aside the fact this question *doesn't* ask if the responder went to Diamond Peak specifically because he/she learned about it as a result of EXL Media advertising²⁴, 68.1% of those who responded were already familiar with Diamond Peak because they weren't first time visitors. Moreover, given word of mouth (with 199 responses³²), I live in Incline Village (with 119 responses³²), and I performed a Google search (with 86 responses³²) were the top three responses to the question, and *none* relied upon EXL Media placed advertising, *there was no evidence that any responder chose to visit Diamond Peak specifically because of an EXL Media advertisement*. In other words, the questions

³⁰ If staff were truly interested in learning whether the District's recreation venues have realized additional revenues they would not have otherwise realized as a direct result of having purchased advertising through EXL Media, don't you think they would have asked the question? But because staff are afraid of the answers, they ask round about questions such as have you seen a newspaper or billboard advertisement and then make conclusions based upon the answers.

³¹ Also see page 23 of the 7/29/2020 Board packet.

³² See page 24 of the 7/29/2020 Board packet.

³³ 25 billboard advertising responses out of a total of 643 responses³², translates into a rather paltry response percentage of 3.89%. Yet the same number of advertising responses compared to a total of 380 responders, nearly doubles the response percentage to 6.6%. Since Mr. Raymore's goal is to boost the response percentage for EXL Media placed advertising, the technique I have described is a simple yet deceitful means of achieving the goal.

asked and the answers given are worthless, in my opinion, insofar as making a cost-benefit connection between EXL Media placed advertising and Diamond Peak revenue or profit.

Question 7: “What made you choose Diamond Peak over the other ski resorts in the Lake Tahoe region (choose all that apply)?” Out of 380 responders there were a total of 1,236 responses.

Again putting aside the facts: this question *doesn't* ask if the responder chose to visit Diamond Peak specifically because he/she learned about it because of an EXL Media placed advertisement²⁴, and 86 of those who responded were season pass holders who by definition chose to visit Diamond Peak for reasons having nothing to do with advertising in general nor EXL placed advertising in particular, at best only 132 or less responses have value because they came from responders who possibly could have been influenced by EXL Media placed advertising. However, we'll never know the answer because responders were intentionally *not* asked the seminal question²⁴. In other words, again, *the question asked and the answers obtained are worthless insofar as making the cost-benefit connection between EXL Media placed advertising and Diamond Peak revenue/profits are concerned.*

Mr. Raymore's Conclusions Based Upon the Answers to These Questions: “We can start analyzing the amount of Diamond Peak revenue (based upon)...skier visits (99,424), average yield per skier visit (\$97.18), and average profit per skier visit (\$31.36)...that's impacted by these (various)... channels.”³⁴

“For example: Billboard advertising costs for 2019-20 were \$76,794...(So) if 6.6% of Diamond Peak customers learned about or were influenced by our billboards last season³⁵, that's 6,562 customers...multipl(ied)...by the \$97.18 average yield per customer (and the)...\$31.36 average profit per customer ...(or) \$637,694 worth of revenue...and...\$205,784 in profit vs. \$76,794 of spend.”³⁴

But just because a Diamond Peak customer saw a billboard doesn't mean he/she chose to visit the resort specifically because of that “look-see.” Mr. Raymore even admits this truism:

³⁴ See page 25 of the 7/29/2020 Board packet.

³⁵ Did Mr. Raymore's survey ask Diamond Peak customers if they were “influenced (to patron Diamond Peak specifically because of)...our billboards last season?” Were they “influenced (to patron Diamond Peak specifically because they)...learned about (Diamond Peak because of)...our billboards last season? If not, how can he legitimately conclude that gross revenues and profits were generated as a direct result of that knowledge or influence?

“Customers *might* see an advertisement...20 times, but then *might* commit to (visiting Diamond Peak)...after a friend mention(s) trying it...(Although) all of those impressions (i.e., branding) *may*...have played a...role in getting the customer...to make the purchase once a friend’s recommendation triggered it,”³⁶ they *may* have just as well played *no role whatsoever!*

Since That’s Called Speculation Mr. Raymore, why do you represent that the expenditure of \$76,794 on Diamond Peak billboards generated “\$637,694 worth of revenue...and...\$205,784 in profit?” Unbelievably, Mr. Raymore has an answer to this question:

“A...limiting factor (we have)...at our venues...is the amount of customer data we collect...(So) the District’s Marketing team takes the (limited) data that is available...and makes what we hope are the most fiscally prudent spending decisions possible.”³⁷

Like I said, GIGO!

Reporting Provided by EXL Media: With respect to the former measure, Mr. Raymore has attached a 2019-20 report of internet (Google, Yahoo)/social media (Facebook, Yelp, You-Tube) “clicks,”³⁸ “impressions,”³⁹ “Digital Revenue,” “ROAS Buys,”⁴⁰ and “Awareness Buys”⁴¹ associated with Diamond Peak (“summary of 2019-20 Diamond Peak digital revenues and ROI”) to his memorandum

³⁶ See pages 25-26 of the 7/29/2020 Board packet.

³⁷ See page 26 of the 7/29/2020 Board packet.

³⁸ “In online advertising, the CTR is the percentage of individuals viewing a web page who click on a specific advertisement that appears on the page. Click-through rate measures how successful an ad has been in capturing users’ interest. The higher the click-through rate, the more successful the ad has been in generating interest” (see [https://www.investopedia.com/terms/c/clickthroughrates.asp#:~:text=In%20online%20advertising%20C%20the%20click-through%20rate%20%28CTR%29%20is,successful%20the%20ad%20has%20been%20in%20generating%20interest\).](https://www.investopedia.com/terms/c/clickthroughrates.asp#:~:text=In%20online%20advertising%20C%20the%20click-through%20rate%20%28CTR%29%20is,successful%20the%20ad%20has%20been%20in%20generating%20interest).)

³⁹ “An impression is a metric used to quantify the display of an advertisement on a web page...Impressions are not a measure of whether an advertisement has been clicked on, only that it was displayed” (<https://www.investopedia.com/terms/i/impression.asp>).

⁴⁰ “ROAS is short for ‘return on ad spend.’ It is a measurement of how many dollars you will receive for every dollar you spend on advertising” (<https://www.disruptiveadvertising.com/marketing/roas-return-on-ad-spend/>).

⁴¹ I don’t know what an “awareness buy” is as my search of the internet has not returned a response.

in support⁴². What do these terms mean and more importantly, how do they measure an actual sale as a result of a specific advertisement, if at all?

Click Through Rate: Although a high CTR “can...be used to measure the effectiveness of advertising copy, titles, and descriptions that make up the metadata of online content,” and as a result can “help a website owner support the site through advertising dollars,” what do they accomplish insofar as demonstrating an actual sale as a result of a specific advertisement? *NOTHING!*

Impressions: “are used in online advertising, which often pays on a per-impression basis⁴³. Counting impressions is essential to how web advertising is accounted and paid for in search engine marketing.”⁴⁴ However, since impressions “are not a measure of whether an advertisement has been clicked on, only that it was displayed...exactly how that figure is interpreted is up for debate. Some online advertising experts believe that there is no exact way to count impressions since a count can be skewed by a single person registering the same ad in several page views...(Moreover,) there are several more ways for total impression numbers to be skewed...(For these reasons many) advertisers...view any impression figure with...skepticism.”⁴⁴ And moreover still, how do impressions demonstrate that an actual sale has been made as a result of a specific advertisement? *NOTHING!*

Digital Revenue: Although there does not appear to be a standard definition for the term “digital revenue,” it appears to be revenue derived from new media, online, internet, electronic delivery or interactive sources⁴⁵. But “digital revenue doesn’t necessarily refer to *all* online commerce. When customers purchase physical goods online and have them shipped to their home, they are buying from online retailers and simply using the internet in place of a (purchase at a) tangible retail location. However, in other cases, purchases and delivery can happen entirely within the digital realm. In these cases, digital revenue refers to income from (wholly) digital sales.”⁴⁶

Notwithstanding, and not that we can tie an actual sale to a specific advertisement (ROAS), for purposes of argument let’s assume EXL Media’s digital revenue and spend numbers⁴³ which make this connection are accurate. For the entire 2019-20 ski season this summary tells us that Diamond Peak generated a less than impressive \$68,484 in gross “paid digital online revenue” presumably from EXL Media placed online (Google, Yahoo, Facebook, Yelp, You Tube, Division D Remarketing and DynAdmic Video Network) advertising.

Digital Spend: According to the EXL summary, this term represents the cost of internet/social media “clicks,” whether/not they have resulted in actual digital revenue. According to Mr.

⁴² See page 21 of the 7/29/2020 Board packet.

⁴³ Note EXL Media’s summary of 2019-20 Diamond Peak digital revenues and ROI. The cost of the revenues reported (identified as “digital spend”) are reported in “cost per click.”

⁴⁴ See <https://www.investopedia.com/terms/i/impression.asp>.

⁴⁵ Go to <https://go.greaterpublic.org/blog/2016/02/defining-digital-revenue-current-public-media-trends/>.

⁴⁶ Go to <https://smallbusiness.chron.com/digital-vs-retail-revenue-31099.html>.

Raymore, the “digital spend” incurred to presumably generate \$68,484 of digital revenue was \$43,471. But this spend number doesn’t include EXL Media’s agency fee. Since the agency fee as originally proposed represents 19.01% of total placed media advertising (see Exhibit “A”), let’s add 19.01% of actual digital spends (\$8,263.84) to the total digital spend number. That puts us at a more accurate digital spend number of \$51,734.84.

Therefore out of \$8,141,257 of 2019-20 of year-to-date Diamond Peak revenue⁴⁷, a whopping \$68,484 (1.33%) came from digital revenue sources. And in order to generate \$68,484 of 2019-20 Diamond Peak digital revenue, independent of IVGID’s marketing department and other related costs, Diamond Peak incurred \$51,734.84 in digital spend costs. And based upon this data, Mr. Raymore concludes that “for this past ski season...the total revenue attributable to (all) paid advertising programs was \$3.9 million...and the total profit attributable to all those programs was \$1.3 million²³!

ROAS: Although “ROAS...is typically used to evaluate the effectiveness of a specific campaign, ad group, ad or even keyword,” its usefulness in this particular inquiry is questionable at best. “Unlike some marketing calculations, it’s fairly easy to figure out your ROAS...(You) simply divide the revenue you made from your ad campaign by how much you spent on the campaign⁴⁸...(However,) the limitation of th(is method)...is that it...is only as good as the cost and revenue numbers...you put into [the equation (thus GIGO again)]. Now...if you’re an ecommerce company, this should be fairly easy, since you can directly track which clicks le(a)d to which purchases.” However, if like us you’re not an ecommerce company, “it’s...harder to track.”

So how is EXL Media able to track a “click” on a third party’s web site like Google or Yahoo to an actual District recreational venue purchase? Although EXL Media’s spreadsheet reports \$895,698 of 2019-20 of “online revenue” presumably from 332,752 of diamondpeak.com “sessions,” how is it able to track any specific sale to a specific ad group, ad or even keyword? Without more data, it is irresponsible to be making the conclusions EXL Media has made based upon ROAS.

Awareness Buys: I searched all over the internet for a definition of this term, and I could find nothing. Nevertheless, look at the numbers reported: \$4,041 of digital revenue generated from \$14,414 of digital spend (not including EXL Media’s 19.01% agency fee). This is something we’re supposed to be impressed with?

Is Anyone Other Than Me Actually Reading Mr. Raymore’s “Foot-in-Your-Mouth” Justifications?

And Am I the Only One Questioning the Competency of Our Employees to Be Making Unsubstantiated Multi-Million Dollar Decisions Based Upon Statistically Unsupportable Speculation?

⁴⁷ Go to page 11 at https://www.yourtahoepace.com/uploads/pdf-ivgid/2020.05.31_MFR_-_BOT_.pdf.

⁴⁸ Which is exactly what EXL Media has done on its summary of 2019-20 Diamond Peak digital revenues and ROI⁴².

Conclusion: I find the facts uncovered relating to IVGID marketing rather amazing. To be making conclusions as to the added revenue and profits generated at Diamond Peak as a result of \$425,700 or more of EXL Media placed advertising, based upon the speculative interpolation of: the answers of less than 400 responders to a maximum of two (2) questions which fail to ask the reasons why responders chose to visit Diamond Peak on the day of the survey; and, EXL's summary of 2019-20 Diamond Peak digital revenues and ROI founded upon \$68,484 of digital sales; is statistically flawed and incredibly irresponsible. And then to temper your speculation by complaining about your inability to gather relevant data ("it's the best we have"); unbelievable!

Moreover, when only: 6.6% of those surveyed respond that they've seen a Diamond Peak billboard; 6.1% of those surveyed respond that they've seen a Diamond Peak mobile/internet advertisement; 2.4% of those surveyed respond they've seen a Diamond Peak newspaper/magazine advertisement; 0.3% of those surveyed respond that they've heard a Diamond Peak radio advertisement; compared to 68.1% of those surveyed who responded were already familiar with Diamond Peak because they weren't first time visitors; your customers are telling you that *YOU'RE WASTING YOUR MONEY ON ADVERTISING PLACED BY EXL MEDIA AND APPROVED BY PAUL RAYMORE!*

Think about it for a moment. Mr. Raymore's Option A still proposes spending \$357,700 with EXL Media. And his Option B still proposes spending \$325,000. This means EXL Media placed advertising needs to generate a minimum of \$325,000-\$357,700 in added revenue we would not have otherwise generated but for Option A or B proposed advertising. Or stated differently, if we spend nothing with EXL Media this year on media advertising, we can suffer a \$325,000-\$357,700 loss in revenue because of a lack of advertising as opposed to COVID-19, and we're no worse financially than had we spent the money. Given one of Mr. Raymore's alternatives to the Board is to *not* authorize any of the proposed media buys⁴⁹, that's what I and others recommend the Board do.

The Board needs to immediately terminate the wasteful EXL Media contract, and disband its worthless marketing department⁵⁰. And to those asking why our Recreation ("RFF") and Beach ("BFF") Facility Fees are as high as they are, and never seem to go down, now you have another example of some of the reasons why. Respectfully, Aaron Katz (Your Community Watchdog), Because Only Now Are Others Beginning to Watch!

⁴⁹ See page 31 of the 7/29/2020 Board packet.

⁵⁰ At the Board's July 22, 2020 meeting I submitted a written statement I asked be attached to the minutes of that meeting dealing with comparable utility and recreation districts. Rather than employing the 1,012 or more employees IVGID employs (see to <https://transparentnevada.com/salaries/2019/incline-village-general-improvement-district/>), the North Tahoe Public Utility District ("NTPUD") employs but 67 (see <https://transparentcalifornia.com/salaries/2018/north-tahoe-public-utility-district/?page=2>). And rather than spending the \$1.2 million or more IVGID spends on the marketing of its recreational facilities²⁰, the NTPUD spends *NOTHING!* And the revenues, excluding Diamond Peak and Championship Golf are fairly compatible.

EXHIBIT "A"

Proposed Reductions in EXL Media Buys

July 22, 2020

	Original Proposal	Total Original Proposal	Option A	Option B	Option C
Diamond Peak Cash Buys	\$ 166,000		\$ 166,000	\$ 166,000	\$ 154,000
Diamond Peak Trade	\$ 80,000		\$ 32,000	\$ 20,000	\$ 20,000
Diamond Peak Total Cash Buys/Trade		\$ 246,000	\$ 198,000	\$ 186,000	\$ 174,000
Golf Cash Buys	\$ 51,700		\$ 51,700	\$ 40,000	\$ 33,000
Golf Trade	\$ 12,000		\$ 12,000	\$ 6,000	\$ -
Golf Total Cash Buys/Trade		\$ 63,700	\$ 63,700	\$ 46,000	\$ 33,000
Facilities Cash Buys		\$ 32,000	\$ 32,000	\$ 32,000	\$ 24,334
Rec Center Cash Buys		\$ 11,000	\$ -	\$ -	\$ -
Tennis Cash Buys		\$ 5,000	\$ -	\$ -	\$ -
Totals - Cash Buys		\$ 265,700	\$ 249,700	\$ 238,000	\$ 211,334
Totals - Trade		\$ 92,000	\$ 44,000	\$ 26,000	\$ 20,000
Totals Cash Buys/Trade		\$ 357,700	\$ 293,700	\$ 264,000	\$ 231,334
Reduction Cash Buys			\$ 16,000	\$ 27,700	\$ 54,366
Reduction Trade			\$ 48,000	\$ 66,000	\$ 72,000
Reduction Totals v. Original			\$ 64,000	\$ 93,700	\$ 126,366
% Reduction Totals v. Original			17.89%	26.20%	35.33%
Totals Including Agency Fees		\$ 425,700	\$ 357,700	\$ 325,000	\$ 289,334
Reduction in Totals v. Original			\$ 68,000	\$ 100,700	\$ 136,366
% Reduction v. Original			15.97%	23.66%	32.03%
Agency Fee @ 15% - Cash Buys	\$ 41,655		\$ 37,455	\$ 35,700	\$ 31,700
Agency Fee @ 15% - Trade	\$ 13,800		\$ 6,600	\$ 3,900	\$ 3,000
Agency Fee @ 15% - Total Buys/Trade		\$ 55,455	\$ 44,055	\$ 39,600	\$ 34,700
EXL Media Agency Fee		\$ 68,000	\$ 64,000	\$ 61,000	\$ 58,000
EXL Media Agency Fee % - Cash Buys		?	?	?	?
EXL Media Agency Fee % - Trade		?	?	?	?
EXL Media Agency Fee % - Total		19.01%	21.79%	23.11%	25.07%
% Reduction EXL Media Agency Fees			5.88%	10.29%	14.71%
Surcharge v. Industry Cash Buys		\$ 26,345	\$ 26,545	\$ 25,300	\$ 26,300
% Surcharge v. Industry Cash Buys		63.25%	70.87%	70.87%	82.96%
Surcharge v. Industry Total Buys		\$ 12,545	\$ 19,945	\$ 21,400	\$ 23,300
% Surcharge v. Industry Total Buys		22.62%	45.27%	54.04%	67.15%
Summary					
Reduction in Cash Buys			\$ 16,000	\$ 27,700	\$ 54,366
% Reduction in Cash Buys			6.02%	10.43%	20.46%
Reduction in Trade			\$ 48,000	\$ 66,000	\$ 72,000
% Reduction in Trade			52%	72%	78%
Reduction in Total Buys/Trade			\$ 64,000	\$ 93,700	\$ 126,366
% Reduction in Total Buys/Trade			15.97%	23.66%	32.03%
% Reduction in EXL Media Agency Fees			5.88%	10.29%	14.71%
Agency Fees Industry Standard (15%)		\$ 55,455	\$ 44,055	\$ 39,600	\$ 34,700
Agency Fees EXL Media		\$ 68,000	\$ 64,000	\$ 61,000	\$ 58,000
Surcharge Paid to EXL Media		\$ 12,545	\$ 19,945	\$ 21,400	\$ 23,300

Herron, Susan

From: peseps@aol.com
Sent: Tuesday, July 28, 2020 9:11 PM
To: Info_at_IVGID
Subject: Testimony for the 29 July 2020 Board of Trustee's meeting
Attachments: Testimoney re punch cards and owner id 26 July 2020.pdf

I request that the attached be entered as testimony at the next meeting (29 July).

The testimony addresses two matters:

- 1. The Excel advertising contract; and**
- 2. Future discussion of picture pass and punch card use.**

I would appreciate confirmation that this email has been received and the testimony circulated to the trustee's and placed into the minute of the meeting.

Thank you.

Paul E Smith
930 Tahoe Blvd.
#802-557
Incline Village, NV. 89451
peseps@aol.com
775.833.2509

INCLINE VILLAGE OWNER IDENTIFICATION AND BENEFITS

(General owner identification for the purpose of prioritizing owner use of IVGID facilities)

Recommendation presented by Paul E. Smith, 1437 Tirol Dr., Incline Village, NV 89451

peseps@aol.com 775.833.2509.

The time has come to simply identify owners with picture pass cards and let those owners determine which guests and/or other family should be admitted to IVGID venues. The proposal below gives the maximum control over use of IVGID venues to property owners and ensures that accounting for monies collected represents actual money collected and not rec fee allocations.

Also, it is important that Trustee's cease all advertising of IVGID recreational facilities to the public until such time that it is clear owners are not fully utilizing the facilities. Bringing the public into Incline to compete with owners for access to facilities is unacceptable. Local businesses (hotels, restaurants, stores, etc.) can do their own advertising but IVGID should never spend owner money to degrade owner facility experiences.

First, define owners as: those listed on public records as the named owners of a parcel and/or those who are the documented beneficial owners of any entity (e.g. LLC, corporation, partnership, etc.) listed as owning a specific parcel.

Second, limit owner picture cards (for identification) to a maximum number per parcel i.e. 6 (six) allocated at the discretion of the owner(s) among those who are a listed owner of record and/or a listed beneficial owner of the legal structure holding the property. Regardless of the total number of owners listed of record and/or beneficial owners; only a maximum number picture owner cards may be issued. Many properties will have only one or two owners of record and thus will only require one or two picture identification cards. Consideration might be given to permit some of these six maximum allocated cards to be used for immediate relatives but this gets so complex that it is probably better to simply allow a maximum number of guests per picture pass card and charge an owners discounted fee for each guest. Yes, the pass holder must accompany the guests and pay for their entrance. For a time-share or where multiple owners exceed six (for example); a picture card may be considered but with specific dates of validity related to the ownership portion of that individual.

Third, should IVGID require entrance fees to different venues (i.e. beach, rec center, etc.) for the owner and/or guests; picture identification cards can be loaded by the individual using their personal credit card via the online portal offered by IVGID. Currently owners with a picture card are admitted to the beach free while others pay a guest fee. Whatever the future policy; picture cards could be used at the entrance to the venue and could be used to debit the associated owners account by whatever fee is being paid.

Fourth, the IVGID recreation fee paid annually with property taxes should be considered a cost of ownership in Incline Village GID. As such it is designed to cover maintenance and operations of the various GID services. Owners historically have received use of facilities free of charge or

at a discount simply because of this annual payment. There should never be an allocation of this "rec fee" amount (currently \$830) to owners to allow them to appear to be paying for the use of services. Either services will be free to picture pass holders or services will be discounted to picture pass holders. Those individuals allowed to use any facilities but who do not have a picture pass holder hosting them; will be expected to pay the full rate if they are permitted entrance at all. For example, those persons who do not have a picture pass and are not a guest of a picture pass holder might be allowed entrance to a venue after a set time e.g. two p.m. by paying a fee to enter.

Fifth, renters of properties in the area would typically not be permitted to acquire an owner picture pass card. The host (i.e. an owner) can typically take a guest to the venue (e.g. beach) at any time and pay the guest fee to get the renter into the venue. Rental agencies who have a staff member who might be an owner in Incline Village and thus has a picture pass is perfectly able to host renter guests by meeting them at the beach and paying for their entrance. No renter cards should be issued. IVGID is for the use of owners and the owners are the only persons with a picture pass identification card.

Residents, like me, have simply stopped using the beach during the June-Aug. periods because it is simply too crowded and not a pleasant visit. By moving away from the issuance of numerous picture and punch cards; IVIGID will (with the above policy) be in a better position to control attendance and use of venues plus better determine market pricing for a venue when owner use is low enough to permit non owners to gain access to the venue (e.g. beach, golf, ski, tennis, etc.).

I urge the Trustee's to address the current practice of opening the owner supported and paid for venues within IVGID to huge numbers of non-owner visitors. Furthermore, spending tens of thousands on venue advertising puts pressure on venues and means IVGID is advertising so that owners have less access to beaches and other venues. I urge that Trustee's start with the above limiting approach for one or two years before increasing or decreasing venue prices and before paying to advertise our owner benefits for use by the general public.