



NOTICE OF MEETING

The regular meeting of the Incline Village General Improvement District will be held starting at **6:00 p.m.** on **October 13, 2021** via Zoom.

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 October 13, 2021) or via telephone (the telephone number will be posted to our website on the day of the meeting). The meeting will be available for viewing at <https://livestream.com/accounts/3411104>.

In addition, if a member of the public wishes to hear, observe, participate in and provide public comment at the meeting, using Livestream/Zoom, they may do so by coming to the Boardroom at 893 Southwood Boulevard, Incline Village, Nevada. A notification of this attendance would be greatly appreciated by telephoning the District Clerk at (775) 832-1207 or sending an e-mail to info@ivgid.org. We appreciate your help with this process. (Reference is made to Assembly No. 253)

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

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

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

-OR-

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

- E. DISTRICT GENERAL MANAGER UPDATE *(for possible action)* – **pages 3 - 99**
- F. REVIEW OF THE LONG RANGE CALENDAR *(for possible action)* – **page 100**
- G. REPORTS TO THE BOARD* - Reports are intended to inform the Board and/or the public.
 - 1. Utility Fund Analysis – That the Board of Trustees receive a presentation related to the District’s Utility Fund to include review of financial results over the past 10+ years, fund status relative to existing Board policies, and highlighting areas where Board of Trustees direction will be needed in support of pending Utility Rate Study (Requesting Staff Member: Director of Finance Paul Navazio) – **pages 101 - 138**
- H. CONSENT CALENDAR *(for possible action)* (In cooperation with the Chair, the General Manager may schedule matters for consideration on a Consent Calendar. The Consent Calendar may not include changes to budget, user rates or taxes, adoption or amendment of ordinances, or any other action which is subject to a public hearing. Each consent item shall be separately listed on the agenda, under the heading of "Consent Calendar". A memorandum containing all relevant information will be included in the packet materials for each Consent Calendar item. The memorandum should include the justification as a consent item in the Background Section. Any member of the Board may request the removal of a particular item from the Consent Calendar and that the matter shall be removed and addressed in the General Business section of the meeting. A unanimous affirmative vote shall be recorded as a favorable motion and approval of each individual item included on the Consent Calendar.)
 - 1. Review, discuss, and possibly authorize or award a construction contract for the Wetlands Effluent Disposal Facility Improvements Project – 2599SS1103 - Fund: Utility; Division: Sewer; Vendor: F. W. Carson Co., in the amount of \$133,438.00; plus 10% contingency (Requesting Staff Member: Director of Public Works Brad Underwood) – **pages 139 - 326**

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

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NOTICE OF MEETING

Agenda for the Board Meeting of October 14, 2021 - Page 2

2. Review, discuss and possibly approve the First Amendment to Employment Agreement between the Incline Village General Improvement District and Indra Winqest (Requesting Staff Member: District General Counsel Joshua Nelson) – **pages 328- 330**

I. GENERAL BUSINESS (*for possible action*)

1. Review, discuss and provide feedback on draft revisions to selected Board Policies and Practices, including: – **pages 331 - 364**
 - Fund Balance Policy – (Board Policy 7.1.0 and Board Practice 7.2.0)
 - Working Capital Policy – (Board Policy 19.1.0 and Board Practice 19.2.0), and
 - Capitalization Policy – (Board Policies 8.10 and 9.10, and Board Practice 2.9.0)(Requesting Staff Member: Director of Finance Paul Navazio)
2. Review, discuss and possibly authorize Additional Services Amendment #1 and Amendment #2 to the professional design services contract for the Mountain Golf Cart Path Replacement Project – Fund: Community Services; Division: Golf; CIP# 3241LI2001; Vendor: Lumos and Associates in the amount of \$45,800.00 (Requesting Staff Member: Director of Public Works Brad Underwood) – **pages 365 - 380**
3. Review, discuss and possibly approve award of low-bid procurement contract for the replacement of 80 Championship Course Golf Carts for the 2022 season – (CIP Project #3141LV1898) (Requesting Staff Member: Director of Golf/Community Services Darren Howard) – **pages 381 - 432**

J. APPROVAL OF MEETING MINUTES (*for possible action*)

1. Meeting Minutes of September 2, 2021 – **pages 433 - 515**

K. FINAL 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, October 8, 2021 at 9:00 a.m., a copy of this agenda (IVGID Board of Trustees Session of October 14, 2021) was delivered to the post office addressed to the people who have requested to receive copies of IVGID's agendas; copies were e-mailed to those people who have requested; and a copy was posted, physically or electronically, at the following locations in accordance with Assembly Bill 253:

1. IVGID Anne Vorderbruggen Building (893 Southwood Boulevard, Incline Village, Nevada; Administrative Offices)
2. IVGID's website (www.yourtahoeplace.com/Board of Trustees/Meetings and Agendas)
3. State of Nevada public noticing website (<https://notice.nv.gov/>)

/s/ Susan A. Herron, CMC

Susan A. Herron, CMC

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

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

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

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winquest
District General Manager

FROM: Paul Navazio
Director of Finance

SUBJECT: Update to Selected Board Policies and Practices

DATE: October 13, 2021

I. RECOMMENDATION

Staff recommends that the Board of Trustees review, discuss and provide feedback on draft revisions to selected Board Policies and Practices, including:

- Fund Balance Policy – (Board Policy 7.1.0 and Board Practice 7.2.0)
- Working Capital Policy – (Board Policy 19.1.0 and Board Practice 19.2.0), and
- Capitalization Policy – (Board Policies 8.10 and 9.10, and Board Practice 2.9.0)

II. BACKGROUND

The Board of Trustees and General Manager have identified the need to update Board policies, procedures and practices as a priority initiative. Specific policies have been identified by the Board of Trustees, third-party review of District policies and practices, management's review of internal controls and, most recently, during recent Board budget workshops.

Staff has initiated a review of Board policies and practices, as well as internal Accounting and Financial Procedures. This review includes areas highlighted during the series of Board Budget Workshops as well as third-party review of selected accounting and financial reporting practices.

Staff identified the priority areas for review of selected Board Policies and Practices with a focus on those policies/practices with direct implications for Staff's work in the development and implementation of the District's budget. A status report was presented to the Board of Trustees at their meeting of April 29, 2021 which outlined the approach to updating selected Board Policies and Practices, as follows:

Policy – Focus Area	Lead	Support	Target Date
Policy 6.1.0 Adoption of Financial Practices			
6.1.2.1 -Revenues/Pricing Policies	Staff	Trustee Wong	November 2021
Policy 7.1.0 / Practice 7.2.0 - Fund Balance	Staff	Trustee Tonking / Consultants (Raftelis)	October 2021
Policy 19.1.0 / Practice 19.2.0 – Working Capital	Staff		
Policies 8.1.0, Capitalization Thresholds	Staff	Trustee Tonking / Consultants (Moss Adams)	October 2021
Policy 9.1.0 / Practice 2.9.0 - Useful Life of Capital Assets	Staff		
Policies 12.1.0 and 13.1.0 – Capital Project Planning and Capital Budgeting	Consultant (Moss Adams)	Trustee Tonking	November 2021
Policies 18.1.0 / Practice 18.2.0 – Central Services Cost Allocation	Staff	Trustee Tonking	December 2021 (Budget Process)

III. DISCUSSION

This memo provides the Board of Trustees with recommended updated to the following current Board Policies and Practices:

- Policy 7.1.0 / Practice 7.2.0 - Fund Balance
- Policy 19.1.0 / Practice 19.2.0 – Working Capital
- Policies 8.1.0, Capitalization Thresholds
- Policy 9.1.0 / Practice 2.9.0 - Useful Life of Capital Assets

Based on Board of Trustees feedback, final revisions to the referenced Board Policies and Practices will be brought back to the Board of Trustees for formal approval.

IV. FISCAL ANALYSIS

There is no direct fiscal impact from the recommendations contained in this memorandum.

Attachments:

- 1) Fund Balance / Working Capital Policy
 - Background / Recommendations
 - DRAFT Update – Board Policy 7.1.1
 - Best Practices / GFOA Guidelines
 - Board Policy 7.1.0 and Practice 7.2.0 (current)
 - Board Policy 19.1.0 and Practice 19.2.0 (current)
- 2) - Capitalization Policy
 - Background / Recommendations
 - DRAFT Update – Board Policy 8.1.0
 - Best Practices / GFOA Guidelines
 - Board Policy 8.1.0 (current)
 - Board Policy 9.1.0 and Practice 2.9.0 (current)

Board Policy Update:

Appropriate Level of Reserves Fund Balance/ Working Capital

- Background/ Recommendations
- **DRAFT – Updated Board Policy 7.1.0**
 - *Replaces Board Policy 7.1 and Board Practice 7.2.0*
 - *Replaced Board Policy 19.1 and Board Practice 19.2.0*
- Best Practices / GFOA Guidelines
- Current Board Policy 7.1.0 and Practice 7.2.0 (7/1/15)
- Current Board Policy 19.1.0 and Practice 19.2.0 (7/1/15)

FUND BALANCE AND WORKING CAPITAL

Board Policy 7.1.0

Board Practice 7.2.0

Board Policy 19.1.0

Board Practice 19.2.0

Background -

- Board Policy 7.1.0 relates to "Appropriate Level of Fund Balance"
 - GFOA and GAAP guidelines and definitions
- Board Practice 7.2.0 relates to "Appropriate Level of Fund Balance"
 - Minimum requirement under NAC 354.650
- Board Policy 17.1.0 relates to "Appropriate Level of Working Capital"
 - GFOA and GAAP guidelines and definitions
- Board Practice 17.2.0 relates to "Appropriate Level of Working Capital"
 - Operating Working Capital = 25% of Operating Expenses
 - Debt = 1-year interest expense
 - Capital = 1-year of 3-year average depreciation

Best Practices and Resources:

- GFOA provides guidance on best practices for development of policies related to Unrestricted Fund Balance and Appropriate Level of Working Capital for Enterprise Funds.
 - Based on "risk" to be mitigated
- Best practices suggest that formal fund balance policies be established to provide for:
 - Appropriate level of fund balance
 - Appropriate use(s) of established reserves, and
 - Guidelines for replenishment of reserves when used.
- Fund Balance - General Fund
 - Nevada Administrative Code (NAC 354.650) establishes a (minimum) fund balance of 4% of operating expenditures for public agencies; the NAC further provides for notification/explanation to be provided to the Department of Taxation in the event that reported fund balances fall below 4% of actual expenditures.
 - The GFOA acknowledges that the appropriate level of fund balance for the General Fund should take into account each government's own unique circumstances, but recommends general-purpose governments maintain an unrestricted fund balance of no less than 2-months of regular general fund revenues or general fund expenditures.

- Working Capital - Enterprise Funds
 - GFOA recommends that government's target for working capital be no less than 45-days of annual operating expenses (1.5 months).
 - The District has contracted with an outside consultant (Raftelis) to review the Public Works operations and capital asset management and provide recommendations, to include appropriate level of working capital to inform update of Board Policy 17.1.0 and Board Practice 17.2.0.

Preliminary Recommendations:

- 1) It is recommended that Board Policy 7.1.0, Board Practice 7.2.0, Board Policy 17.1.0 and Board Practice 17.2.0 be updated to establish a target minimum fund balance(s) as well as incorporate fund balance policy language consistent with GFOA guidelines for best practices
- 2) It is recommended that Board Policy 17.1.0 and Board Practice 17.2.0 related to Appropriate Levels of Working Capital be updated to establish appropriate level of working capital for the District's Enterprise Funds, informed by pending recommendations from the review of the District's utility operations by third-party consultant.
 - a. Debt Service should be reviewed in relation to bond covenants; usually require annual revenues equal to 100-120% of annual debt payments, which have priority over operating expenses
 - b. Policy should distinguish between Capital Reserve (as a % of annual capital budget or depreciation) and Capital Asset Replacement fund (as a percentage of five-year CIP).
- 3) Staff is reviewing the applicability of establishing a Working Capital policy for its Internal Service Funds; while reported as Enterprise Funds, these funds activities are generally self-funded with year-end adjustments made to clear fund balances.
- 4) Board Practices 7.2.0 and 17.2.0 should also be updated to reflect the transition of the District's Community Services Fund and Beach Fund from Special Revenue Funds to Proprietary (Enterprise) Funds.
- 5) Consideration should be given to consolidating updates to Policies 7.1.0 and 17.1.0 as well as Practices 7.2.0 and 17.2.0 to provide for a comprehensive Policy and related Practice related to appropriate levels of fund balance and working capital across all District funds.

DRAFT
Budgeting and Fiscal Management
Appropriate Level of Reserves
Policy 7.1.0

(Replaces Policy 7.1.0 and 19.1.0 and Practice 7.2.0 and 19.2.0)

POLICY. This policy establishes the minimum level of reserve funding to be maintained by the District within the fund balance of its governmental funds and net position of its proprietary funds. The policy further provides for the conditions under which reserve funds may be utilized, and a timeline for replenishment of reserve funds, when utilized

1.0 Purpose. The District desires to maintain prudent reserves for each of its major funds, consistent with best practices, to guard against the financial impacts associated with economic cycles, revenue fluctuation, and unanticipated emergencies and/or mandates.

In addition, this policy will also establish appropriate level of working capital that should be maintained within its Enterprise Funds in order to meet its cash flow requirements related to routine operations and maintenance, contractual obligations, capital program expenditures and debt service.

2.0 Target Reserve Levels

2.1 General Fund Reserves. The policy of the District shall be to maintain a target fund balance within the General Fund equal to 15% of annual budgeted expenditures (less transfers and debt), to provide for economic uncertainty, fluctuations in General Fund revenues and unforeseen events that may require of unbudgeted expenditures.

Of this amount, 5% is designated as a reserve for economic uncertainty in the event that general fund revenues received within the fiscal year fall short of the amounts assumed in the approved budget.

An additional 10% is to be designated as an emergency reserve to cover unanticipated expenditures resulting from emergencies or unanticipated mandates.

In no case shall the fund balance for the District's General Fund fall below the 4% of expenditures required under Nevada Administrative Code Section 354.

The target reserve level established for the District's General Fund shall be reviewed annually.

2.2 Proprietary Fund Reserves. The policy of the District shall be to maintain target levels of reserves within the Unrestricted Net Position of each of its proprietary funds (excluding Internal Service Funds), as follows:

2.2.1 Target Reserve Levels

Operating Reserve Target: 25% of annual budgeted operating expenses (*excluding depreciation and debt*).

Capital Reserve Target: 1 year of 3-year average annual budgeted depreciation.

Debt Reserve Target – The District’s approved annual budget will maintain required debt coverage ratios for all existing debt. In addition, should the District issue any variable-rate debt obligations, an additional debt reserve shall be established at a level equal to one year’s interest expenses related to variable-rate debt.

The target reserve levels established for each of the District’s enterprise funds shall be reviewed annually.

2.2.2 Internal Services Funds.

Internal Service Funds (Engineering, Buildings, Fleet) are intended to be self-funding business-type activities supporting internal customers. At year-end, adjustments are made to user charges to ensure fund revenues and expenditures are balanced. As such, operating reserves are not required to be maintained.

3.0 Working Capital. The District will establish target levels of working capital that should be maintained within its Enterprise Funds in order to meet its cash flow requirements related to routine operations and maintenance, contractual obligations, capital program expenditures and debt service.

3.1. Target Level of Working Capital:

Working Capital Target = 90-days operating expenses (*inclusive of depreciation and interest expense*).

Working Capital serves primarily as a measure of fund liquidity and, as such, should be viewed as a component of, and not incremental to, the target reserves levels otherwise established by this policy.

4.0 Appropriate Use of Reserves

The targeted level of reserves established by Board policy serve to address significant short-term issues, including unexpected revenue shortfalls, higher than anticipated expenditures, or unforeseen emergencies.

It is the intent of the Board of Trustees to limit the use of reserves to address unanticipated, non-recurring needs. Fund balances should not be applied to recurring annual operating expenditures. Fund balances may, however, be applied buffer the impacts of a loss or reduction in revenues to allow time for the District to restructure its operations, but such use will only take place in the context of a Board-approved long-term financial plan.

5.0 Excess Unrestricted Fund Balance or Net Position

At the end of each fiscal year, the Finance Department will report on the audited year-end budgetary fiscal results. Should actual revenues exceed expenditures, including contractual obligations and carryforward items, a year-end surplus shall be reported

Any year-end operating surplus which results in unrestricted fund balances or unrestricted net position in excess of the targeted reserve levels established by the policy, shall be deemed available for allocation to specific needs, subject to Board action.

Priorities for possible allocation of available funds in excess of established target reserve levels include:

- 1) Payments toward unfunded liabilities, deferred maintenance and asset replacement.
- 2) Transfer to other funds, as deemed appropriate, to offset year-end deficits within those funds.
- 3) Allocation to capital projects with shortfalls in funding sources and/or to provide matching funds for awarded grants.
- 4) Re-appropriation within the subsequent year's operating budget to provide for one-time, non-recurring needs.

6.0 Replenishment of Reserves

If the any of the District's reserve balances are required to be drawn-down below the minimum level established by this policy, a plan will be developed and implemented to replenish fund balances. Replenishing fund balances will be a priority use of one-time resources, and minimum reserve balances will be restored within a maximum of two fiscal years.

7.0 Utility Rate Stabilization Fund

(To be updated in conjunction with pending Utility Rate Study)

The District may establish a Utility Rate Stabilization reserve intended to mitigate potential future year’s water and sewer rate adjustments necessary to meet operating, capital and debt obligations of the District’s Utility Fund.

Consideration for establishing an appropriate Utility Rate Stabilization Fund should be made in conjunction with development of a periodic multi-year Utility Rate Study as well as annual utility rate adjustments.

Factors in determining whether, and to what extent, a Utility Rate Stabilization fund is warranted should include:

- Managing long-term utility rates to avoid excessive rate increases in any single year (example = in excess of 2.5-times CPI)
- Mitigating the rate impacts associated with financing significant one-time capital projects
- Mitigating the potential impacts associated with significant fluctuations in charges for service revenues, beyond those associated with normal business cycles (example – mandated water conservation protocols).

8.0 Other Classifications

The District will apply other classifications and accounting standards under GASB 54 including the use of Non-spendable, Restricted, Committed, Assigned, Unassigned and Unrestricted when presenting either a Statement of Net Assets or other forms of fund balance in its financial reports.

Governmental Funds	Proprietary Funds	
<i>Non-Spendable</i>	<i>Net Investment in Capital Assets</i>	
<i>Restricted</i>	<i>Restricted</i>	
<i>Committed</i>	<i>Unrestricted</i>	
<i>Unassigned</i>	Designated	
<i>Unreserved Fund Balance</i>	Operating	} <i>Reserves (per Policy)</i>
<i>Reserve (per Policy)</i>	Capital	
	Debt	
	Other	
	Undesignated	



BEST PRACTICES

Fund Balance Guidelines for the General Fund

Governments should establish a formal policy on the level of unrestricted fund balance that should be maintained in the general fund for GAAP and budgetary purposes.

In the context of financial reporting, the term *fund balance* is used to describe the net position of governmental funds calculated in accordance with generally accepted accounting principles (GAAP). Budget professionals commonly use this same term to describe the net position of governmental funds calculated on a government's budgetary basis.¹ While in both cases *fund balance* is intended to serve as a measure of the financial resources available in a governmental fund; it is essential that differences between GAAP *fund balance* and budgetary *fund balance* be fully appreciated.

1. GAAP financial statements report up to five separate categories of fund balance based on the type and source of constraints placed on how resources can be spent (presented in descending order from most constraining to least constraining): *nonspendable fund balance*, *restricted fund balance*, *committed fund balance*, *assigned fund balance*, and *unassigned fund balance*.² The total of the amounts in these last three categories (where the only constraint on spending, if any, is imposed by the government itself) is termed *unrestricted fund balance*. In contrast, budgetary fund balance, while it is subject to the same constraints on spending as GAAP fund balance, typically represents simply the total amount accumulated from prior years at a point in time.
2. The calculation of GAAP fund balance and budgetary fund balance sometimes is complicated by the use of sub-funds within the general fund. In such cases, GAAP fund balance includes amounts from all of the subfunds, whereas budgetary fund balance typically does not.
3. Often the timing of the recognition of revenues and expenditures is different for purposes of GAAP financial reporting and budgeting. For example, encumbrances arising from purchase orders often are recognized as expenditures for budgetary purposes, but never for the preparation of GAAP financial statements.

The effect of these and other differences on the amounts reported as *GAAP fund balance* and *budgetary fund balance* in the general fund should be clarified, understood, and documented.

It is essential that governments maintain adequate levels of fund balance to mitigate current and future risks (e.g., revenue shortfalls and unanticipated expenditures) and to ensure stable tax rates. In most cases, discussions of fund balance will properly focus on a government's general fund. Nonetheless, financial resources available in other funds should also be considered in assessing the adequacy of unrestricted fund balance in the general fund.

GFOA recommends that governments establish a formal policy on the level of unrestricted fund balance that should be maintained in the general fund for GAAP and budgetary purposes.³ Such a guideline should be set by the appropriate policy body and articulate a framework and process for how the government would increase or decrease the level of unrestricted fund balance over a specific time period.⁴ In particular, governments should provide broad guidance in the policy for how resources will be directed to replenish fund balance should the balance fall below the level prescribed.

Appropriate Level. The adequacy of unrestricted fund balance in the general fund should take into account each government's own unique circumstances. For example, governments that may be vulnerable to natural disasters, more dependent on a volatile revenue source, or potentially subject to cuts in state aid and/or federal grants may need to maintain a higher level in the unrestricted fund balance. Articulating these risks in a fund balance policy makes it easier to explain to stakeholders the rationale for a seemingly higher than normal level of fund balance that protects taxpayers and employees from unexpected changes in financial condition. Nevertheless, GFOA recommends, at a minimum, that general-purpose governments, regardless of size, maintain unrestricted budgetary fund balance in their general fund of no less than two months of regular general fund operating revenues or regular general fund operating expenditures.⁵ The choice of revenues or expenditures as a basis of comparison may be dictated by what is more predictable in a government's particular circumstances.⁶ Furthermore, a government's particular situation often may require a level of unrestricted fund balance in the general fund significantly in excess of this recommended minimum level. In any case, such measures should be applied within the context of long-term forecasting, thereby avoiding the risk of placing too much emphasis upon the level of unrestricted fund balance in the general fund at any one time. In establishing a policy governing the level of unrestricted fund balance in the general fund, a government should consider a variety of factors, including:

1. The predictability of its revenues and the volatility of its expenditures (i.e., higher levels of unrestricted fund balance may be needed if significant revenue sources are subject to unpredictable fluctuations or if operating expenditures are highly volatile);
2. Its perceived exposure to significant one-time outlays (e.g., disasters, immediate capital needs, state budget cuts);
3. The potential drain upon general fund resources from other funds, as well as, the availability of resources in other funds;
4. The potential impact on the entity's bond ratings and the corresponding increased cost of borrowed funds;
5. Commitments and assignments (i.e., governments may wish to maintain higher levels of unrestricted fund balance to compensate for any portion of unrestricted fund balance already committed or assigned by the government for a specific purpose). Governments may deem it appropriate to exclude from consideration resources that have been committed or assigned to some other purpose and focus on unassigned fund balance, rather than on unrestricted fund balance.

Use and Replenishment.

The fund balance policy should define conditions warranting its use, and if a fund balance falls below the government's policy level, a solid plan to replenish it. In that context, the fund balance policy should:

1. Define the time period within which and contingencies for which fund balances will be used;
2. Describe how the government's expenditure and/or revenue levels will be adjusted to match any new economic realities that are behind the use of fund balance as a financing bridge;
3. Describe the time period over which the components of fund balance will be replenished and the means by which they will be replenished.

Generally, governments should seek to replenish their fund balances within one to three years of use. Specifically, factors influencing the replenishment time horizon include:

1. The budgetary reasons behind the fund balance targets;
2. Recovering from an extreme event;
3. Political continuity;

4. Financial planning time horizons;
5. Long-term forecasts and economic conditions;
6. External financing expectations.

Revenue sources that would typically be looked to for replenishment of a fund balance include nonrecurring revenues, budget surpluses, and excess resources in other funds (if legally permissible and there is a defensible rationale). Year-end surpluses are an appropriate source for replenishing fund balance.

Unrestricted Fund Balance Above Formal Policy Requirement. In some cases, governments can find themselves in a position with an amount of unrestricted fund balance in the general fund over their formal policy reserve requirement even after taking into account potential financial risks in the foreseeable future. Amounts over the formal policy may reflect a structural trend, in which case governments should consider a policy as to how this would be addressed. Additionally, an education or communication strategy, or at a minimum, explanation of large changes in fund balance is encouraged. In all cases, use of those funds should be prohibited as a funding source for ongoing recurring expenditures.

Notes:

1. For the sake of clarity, this recommended practice uses the terms GAAP fund balance and budgetary fund balance to distinguish these two different uses of the same term.
2. These categories are set forth in Governmental Accounting Standards Board (GASB) Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*.
3. Sometimes restricted fund balance includes resources available to finance items that typically would require the use of unrestricted fund balance (e.g., a contingency reserve). In that case, such amounts should be included as part of unrestricted fund balance for purposes of analysis.
4. See Recommended Practice 4.1 of the National Advisory Council on State and Local Budgeting governments on the need to "maintain a prudent level of financial resources to protect against reducing service levels or raising taxes and fees because of temporary revenue shortfalls or unpredicted one-time expenditures" (Recommended Practice 4.1).
5. In practice, a level of unrestricted fund balance significantly lower than the recommended minimum may be appropriate for states and America's largest governments (e.g., cities, counties, and school districts) because they often are in a better position to predict contingencies (for the same reason that an insurance company can more readily predict the number of accidents for a pool of 500,000 drivers than for a pool of fifty), and because their revenues and expenditures often are more diversified and thus potentially less subject to volatility.
6. In either case, unusual items that would distort trends (e.g., one-time revenues and expenditures) should be excluded, whereas recurring transfers should be included. Once the decision has been made to compare unrestricted fund balance to either revenues and/or expenditures, that decision should be followed consistently from period to period.

*This best practice was previously titled *Appropriate Level of Unrestricted Fund Balance in the General Fund*.*



BEST PRACTICES

Working Capital Targets for Enterprise Funds

Local governments should adopt a target amount of working capital to maintain in each of their enterprise funds. Additionally, governments should use working capital as the measure of available margin or buffer in enterprise funds.

Enterprise funds distinguish between current and non-current assets and liabilities. It is possible to take advantage of this distinction to calculate working capital (i.e., current assets less current liabilities). The measure of working capital indicates the relatively liquid portion of total enterprise fund capital, which constitutes a margin or buffer for meeting obligations.

It is essential that a government maintain adequate levels of working capital in its enterprise funds to mitigate current and future risks (e.g., revenue shortfalls and unanticipated expenses) and to ensure stable services and fees.

Working capital is a crucial consideration, too, in long-term financial planning. Credit rating agencies consider the availability of working capital in their evaluations of continued creditworthiness. Likewise, laws and regulations may speak to appropriate levels of working capital for some enterprise funds.

GFOA recommends that local governments adopt a target amount of working capital to maintain in each of their enterprise funds. Ideally, targets would be formally described in a financial policy and/or financial plan.

GFOA recommends that governments use working capital as the measure of available margin or buffer in enterprise funds. Although as previously stated, working capital is defined as current assets minus current liabilities, government finance officers should be aware of certain characteristics of working capital that affect its use as a measure. Specifically, the current assets portion of working capital includes assets or resources that are reasonably expected to be realized in cash (e.g., accounts receivable) or consumed (e.g., inventories and prepaids) within a year, which leads to two considerations for an accurate calculation of working capital:

- **Strength of collection practices.** An appropriate allowance for uncollectibles should be established and the amount of the receivable that is expected to be collected in cash within one year should be determined in a manner that is consistent with the collection practices of the government. If the accounts receivable collection practices of the enterprise fund are inconsistent or weak, then less of the accounts receivable amount should be reported as current assets.
- **Historical consumption of inventories and prepaids.** The amount of inventories and prepaids included in current assets should be a realistic estimate of the amount that will be consumed in one year based on a historical usage pattern and current operating levels (inventories) or based on the time periods to which the items relate (prepaids).
- **Support from general government.** Some enterprise funds may be supported by general taxes or transfers from a general government. These enterprise funds may require lower levels of working capital if they are supported by these contributors. For a heavily subsidized enterprise fund the 45-day minimum working capital recommendation contained in this Best Practice might be met through support from the general government, if a financial buffer or cushion for the enterprise fund is to be provided by the general government (or other outside contributor).
- **Transfers out.** If the enterprise fund is expected to make a transfer to the general government or to some other fund, then this sort of claim on the enterprise fund's assets may call for higher levels of working capital to maintain flexibility. Transfers could include an enterprise fund's contributions to overhead/support functions, subsidies granted to other operations, or any other transfer of resources. Regardless of the rationale of the transfer, governments should take into account the claim on working capital when setting a target amount.
- **Cash cycles.** Does the enterprise fund experience large peaks and valleys in its cash position during the year? For example, a water enterprise fund may experience significantly higher levels of cash on hand during the summer months compared to the winter. Volatile cash cycles call for higher levels of working capital. Another consideration is the length of the billing cycle. A longer billing cycle would call for higher levels of working capital because the enterprise fund will have longer durations between major infusions of cash.
- **Customer concentration.** Is the enterprise fund dependent on a few customers for a large portion of its revenues or is the customer base diversified? For example, a port enterprise fund may be dependent on a few major shippers or commerce in a niche product. Lower customer concentration may mean that the enterprise fund can safely operate with lower levels of working capital.
- **Demand for services.** Does the enterprise fund face a steady demand for service or is demand potentially volatile, thereby leading to volatility in income? For example, the demand for utility services is steady compared to demand for air travel. Also consider the impact of competitive position on demand. Direct competitors or the availability of reasonable substitutes could lead to greater volatility in demand for the enterprise fund's services. More volatility implies greater need for working capital margins.
- **Control over rates and revenues.** Does the enterprise fund have the ability to change rates, implement new charges, or otherwise raise revenues from its customers in a simple fashion? For example, transit enterprise funds are often constrained from raising rates by political pressure. Other enterprise funds may be subject to a rate control board. Those that face competitors in their market may have less effective control over their rates and revenues. More revenue constrained enterprise funds may need higher levels of working capital.
- **Asset age and condition.** What is the age and condition of the enterprise fund's infrastructure? Older infrastructure has greater exposure to extraordinary repair needs. Enterprise funds with newer and/or well maintained capital assets may be able to operate with less working capital than other enterprise funds.
- **Volatility of expenses.** Are the expenses of the enterprise fund volatile or does the enterprise fund have a high degree of control over its expenses? For example, the expenses of a solid waste enterprise fund tend to be fairly stable throughout the year. In another example, water or sewer enterprise funds may be more vulnerable to large expense spikes from extreme weather. Enterprise funds with more stable expenses can safely operate with less working capital than other enterprise funds.
- **Control over expenses.** Consider the enterprise fund's level of fixed and variable costs and the ability to reduce variable costs in response to lower revenues. For instance, if a convention center does not book an event, it does not need to hire temporary help and incur other expenditures in support of the event. An enterprise fund with a high percentage of operational costs which vary depending upon revenues or operating levels may operate with lower levels of working capital.
- **Management plans for working capital.** Working capital includes assets, which can include both truly unrestricted resources and resources that have internal limitations placed upon them (e.g., board-designated) and/or that may be committed for future capital spending. These amounts may appear as unrestricted on the balance sheet but, in actuality, may be unavailable in the future to serve as a buffer or

tool to help manage financial risk. If these types of limitations exist, the working capital target should be adjusted to arrive at an amount that represents a true amount available as a tool to manage financial risk.

- **Separate targets for operating and capital needs.** Depending on the nature of the enterprise fund, governments might also consider designating separate targets for operating and capital needs, especially when the enterprise fund is very capital intensive. For example, there might be a separate amount identified for equipment replacement or debt service. In such a case, targets should be separately evaluated based on the particular features of the isolated amounts.
- **Debt position.** Enterprise funds often carry significant amounts of debt, which is used to acquire capital assets. The amount and type of debt an enterprise fund carries can have important ramifications for working capital targets. For example, an enterprise fund with a large amount of variable rate debt may need additional buffer to manage the risk associated with interest rate volatility. In addition, uneven and increasing or lump-sum debt principal payments to be made in future years may raise the amount of working capital that the enterprise fund should maintain. Viewing the amount of working capital in this broader context will help ensure that resources are available to make debt payments as they come due.

Notes:

The recommendation is to use annual operating expenses which include depreciation expense. If, however, annual depreciation expense is significantly more or less than the anticipated capital outlays of the next period to be paid from working capital consideration should be given to adjusting the benchmark. An appropriate adjusted benchmark may be annual operating expenses - annual depreciation expense + capital outlays of the next period to be paid from working capital.

* Subject to the exception for heavily subsidized enterprises, described later in this Best Practice.

This best practice was previously titled Determining the Appropriate Levels of Working Capital in Enterprise Funds.



Budgeting and Fiscal Management Appropriate Level of Fund Balance Policy 7.1.0

POLICY. The District will maintain a formal practice on the level of Fund Balance that should be maintained in the General and Special Revenue Funds.

The adequacy of Unassigned Fund Balance in the General Fund should be assessed based upon the District's own specific circumstances. (Nevertheless, the Government Finance Officers Association (GFOA) recommends, at a minimum, that general-purpose governments, regardless of size, maintain Unassigned Fund Balance in their General Fund of no less than five to fifteen percent of regular General Fund operating revenues.) The Nevada Administrative Code (NAC 354.650) requires a budgeted fund balance of 4%, based on the actual expenditures of the General Fund's previous fiscal year.

Building "stabilization arrangements" in the General Fund is an acknowledged purpose in response to revenue shortfalls and unanticipated expenditures.

The District employs the term "fund balance" to describe the net position of governmental funds calculated in accordance with Generally Accepted Accounting Principles (GAAP) at the individual fund level. Budget professionals commonly use this same term to describe the net position of governmental funds calculated on a government's budgetary basis. In both cases, fund balance is intended to serve as a measure of the financial resources available for use in a governmental fund type.

Financial reporting distinguishes restricted fund balance from unassigned and unrestricted fund balance. Typically, only the latter is available for spending. A "stabilization arrangement" indicates a designated portion of unassigned or unrestricted fund balance is subject to an action by the governing body concerning the use of that amount.



**Budgeting and Fiscal Management
Appropriate Level of Fund Balance
Practice 7.2.0**

RELEVANT POLICIES: 1.1.0 Strategic Planning, 7.1.0 Appropriate Level of Fund Balance, 12.1.0 Multi-Year Capital Planning, and 13.1.0 Capital Project Budgeting, 14.1.0 Debt Management

PRACTICE. It is the practice of the Incline Village General Improvement District, hereinafter referred to as the District, to maintain Fund Balance in the General Fund and each governmental or proprietary fund type in a manner which provides for contractual, bond and customer service obligations, while meeting its routine and non-routine cash flow requirements and complying with all federal, state and local statutes and regulations.

1.0 SCOPE

This Practice shall apply accounting principals as forth in Governmental Accounting Standards Board (GASB) Statement 54 considering the unique characteristics of the District. To that end the following measurements will apply to each fund or type:

General Fund

The General Fund must meet the minimum balance requirements under Nevada Administrative Code Section 354.

Proprietary Fund Types:

Measurements of target fund balances with Stabilization Arrangements:

- Community ServicesOperations - 25% of operating expenses
Debt Service - One year's payments
Capital Expenditure – 1 year of a 3 year average depreciation

- Beach EnterpriseOperations - 25% of operating expenses
Debt Service - One year's payments
Capital Expenditure – 1 year of a 3 year average depreciation



**Budgeting and Fiscal Management
Appropriate Level of Fund Balance
Practice 7.2.0**

UtilitiesOperations - 25% of operating expenses
Debt Service - One year's payments
Capital Expenditure – 1 year of a 3 year average
depreciation

Internal Services.....Operations - 25% of operating expenses

Governmental Activities:

Workers Compensation.....SIR - Stated Deductible

Operating expenses for these calculations do not include depreciation or interest expense since they are covered by separate definitions.

2.0 Definition of Stabilization Arrangement

In conformity with GASB Statement 54, the District will establish a stabilization arrangement only when it includes:

- 2.0.1 Recognition of the authority by which the arrangement is established including resolution, ordinance or other action.
- 2.0.2 When to make additions to the stabilization amount
- 2.0.3 When stabilization amounts can be spent
- 2.0.4 That a balance will be reported at each fiscal year end.



**Budgeting and Fiscal Management
Appropriate Level of Fund Balance
Practice 7.2.0**

3.0 Other Classifications

The District will apply other classifications and accounting standards under GASB 54 including the use of Nonspendable, Restricted, Committed, Assigned, Unassigned and Unrestricted when presenting either a Statement of Net Assets or other forms of fund balance in its financial reports.

Effective Date: June 30, 2009



Budgeting and Fiscal Management Appropriate Level of Working Capital Policy 19.1.0

POLICY. The District will maintain a formal practice on the level of working capital that should be maintained in the Enterprise (Utility) Fund.

Enterprise Funds distinguish between current and non-current assets and liabilities. It is possible to take advantage of this distinction to calculate Working Capital (i.e., current assets less current liabilities). The measure of working capital indicates the relatively liquid portion of total Enterprise Fund capital, which constitutes a margin or buffer for meeting obligations. It is essential that the District maintain adequate levels of working capital in its Enterprise Funds to mitigate current and future risks (e.g., revenue shortfalls and unanticipated expenses) and to ensure stable services and fees. Working Capital is a crucial consideration, too, in long-term financial planning. Credit rating agencies consider the availability of working capital in their evaluations of continued creditworthiness. Likewise, laws and regulations may speak to appropriate levels of working capital for some Enterprise Funds.

The Government Finance Officers Association (GFOA) recommends that local governments adopt a target amount of working capital to maintain in each of their Enterprise Funds. The District's targets will be formally described in the Practice as adopted and amended as needed.

Working capital is defined as current assets minus current liabilities; the District will consider certain characteristics of working capital that affect its use as a measure. Specifically, the "current assets" portion of working capital includes assets or resources that are reasonably expected to be realized in cash (e.g., accounts receivable) or consumed (e.g., inventories and prepaid expenses) within a year.

Stability of revenues and expenses are also considerations for an accurate calculation of working capital. The District will consider the adequacy of Working Capital in its Enterprise Funds during each annual budget process. The majority of such consideration will be established by the predictability of the revenues to be received from users. Building Working Capital in the Enterprise Funds is an acknowledged purpose in response to revenue shortfalls and unanticipated expenditures, debt service requirements and planning for capital expenditures.



**Budgeting and Fiscal Management
Appropriate Level of Working Capital
Policy 19.1.0**

The District employs the term “Net Position” for Enterprise Funds, calculated in accordance with Generally Accepted Accounting Principles (GAAP). Financial reporting distinguishes Restricted from Unrestricted Net Position. Typically, only the latter is available for spending. Working Capital for operating needs should be sourced from Unrestricted Net Position. The District has debt service and capital expenditure needs that extend beyond one year. Therefore, amounts outside of the calculation of Working Capital may develop for those purposes. As such these may also be considered elements of both Restricted and Unrestricted Net Position.



**Budgeting and Fiscal Management
Appropriate Level of Working Capital
Practice 19.2.0**

RELEVANT POLICIES: 1.1.0 Strategic Planning, 12.1.0 Multi-Year Capital Planning, and 13.1.0 Capital Project Budgeting, 14.1.0 Debt Management, 19.1.0 Appropriate Level of Working Capital

PRACTICE. It is the practice of the Incline Village General Improvement District, hereinafter referred to as the District, to maintain Working Capital in each Enterprise Fund in a manner which provides for contractual, bond and customer service obligations, while meeting its routine and non-routine cash flow requirements and complying with all federal, state and local statutes and regulations.

1.0 SCOPE

This Practice shall apply accounting principals as forth in Generally Accepted Accounting Principles (GAAP) considering the unique characteristics of the District. To that end the following measurements will apply to each fund:

- Strength of collections of accounts receivable, to the extent they can be converted to cash within a timeframe expected for use in the District's operations.
- Historical consumption of inventories and prepaid expenses, to the extent they can be utilized to support operations within the timeframe of the District's budget cycle.
- Levels and flow of annual operating expenses. At no time will the calculation consider less than 45 days operating needs. However, any amount over 90 days needs must be specifically supported and approved in writing by the District's General Manager.
- Support by the General Fund. This includes shared expenses and operating transfers that represent Central Services Cost Allocations.
-
- Control over rates and revenues.
- Asset age and condition, whether there is a chance of extra ordinary repairs or a replacement under the Capital Improvement Plan.
- Volatility of expenses and the ability to control fixed and variable costs.



Budgeting and Fiscal Management Appropriate Level of Working Capital Practice 19.2.0

- Management plans for Working Capital including any inherent affects of Restricted Net Position or items extending beyond one year that would normally not be covered by Working Capital.
- Debt Service or Multi-Year Capital Plan needs identified as current requirements.

2.0 Definition of Target amounts for Working Capital as measured each Fiscal Year End

Utilities

Operations – 45 to 90 days of operating expenses**

Debt Service – up to one year's payments of interest expense, since current maturities of long term debt are already considered in determining working capital, when classified as a current liability.

Capital Expenditure – up to 1 year of a 3 year average depreciation

** Operating expense excludes depreciation and interest.

3.0 Other Accumulation of Resources

The District may accumulate other resources in support of Debt Service or the Multi-Year Capital Plan in addition to Working Capital since these needs extend beyond the measurement period of one year.

Board Policy Update:

Capitalization of Fixed Assets Useful Life / Capitalization Thresholds for Capital Assets

- Background/ Recommendations
- **DRAFT – Updated Board Policy 8.1.0**
 - *Replaces Board Policy 8.1.0*
 - *Replaced Board Policy 9.1.0 and Board Practice 2.9.0*
- Best Practices / GFOA Guidelines
- Current Board Policy 8.1.0 (7/1/16)
- Current Board Policy 9.1.0 and Practice 2.9.0 (7/1/16)

Preliminary Recommendations:

- 1) It is recommended that Board Policies 8.1.0 and 9.1.0 and Board Practice 2.9.0 be consolidated into a single, comprehensive Capitalization Policy to include direction related to:
 - a. Capitalization Thresholds
 - b. Estimated Useful Life of capital assets
 - c. Definition of capital expense to be capitalized versus repair and maintenance costs to be expensed in period incurred
 - d. Distinction of costs incurred at various phases of capital project life-cycle to inform expensing of costs incurred prior to establishment of formal project definition, scope and financing plan. *(Cross-reference to Board Policy 13.1.0 and Board Practice 13.2.0)*

- 2) Board Practice 2.9.0 should be updated to reflect:
 - a. ~~Updated numbering sequence (previously Practice 9.2.0)~~
 - b. Specific Capitalization Thresholds for ALL asset types
 - c. Default Estimated Useful Life for All asset types
 - d. Application of distinction between capital costs to be capitalized and repairs and maintenance costs to be expensed
 - e. Definition of pre-planning costs to be expensed versus capitalized

- 3) The updated capitalization policy will also need to reflect implementation of GASB 87, related to leases, which are required - as of 7/1/21 - to be reported as "intangible assets" and depreciated of the remaining lease term(s).

DRAFT
Accounting, Auditing and Financial Reporting
Capitalization of Fixed Assets
Policy 8.1.0
(Replaces Policy 8.1.0, 9.1.0 and Practice 2.9.0)

Policy. Capital assets include land, improvements to land, water rights, easements, buildings, building improvements, vehicles, machinery, equipment, right to use, infrastructure, construction in process (CIP), and all other tangible or intangible assets that are used in District operations that have initial useful lives extending beyond two years and meet defined capitalization thresholds.

1.0 Classification of Capital Assets. The District classifies capital assets in the following groups for financial reporting:

- Land
- Buildings and structures
- Venue Improvements
- Service Infrastructure
- Equipment and Vehicles
- Right to Use
- Construction in progress

2.0 Capitalization Thresholds. The District's capitalization threshold shall be as follows:

<u>ASSET CLASS</u>	<u>CAPITALIZATION THRESHOLD</u>
Land	All
Right to Use	All
Building and Structures	\$ 25,000
Venue Improvements.....	\$ 10,000
Service Infrastructure.....	\$ 25,000
Equipment and Vehicles	\$ 10,000

3.0 Cost Basis. Capital assets purchased by the District are recorded at cost. Capital assets donated to the District are recorded at fair value on the date accepted.

4.0 Useful Life of Capital Assets. Items should only be capitalized if they have an estimated useful life of three years or more.

4.1 Capital assets are depreciated using the straight-line method over the following estimated useful life:

<u>Asset Class</u>	<u>Years</u>
Building and Structures	10-40
Venue Improvements	10-25
Service Infrastructure	5-40
Equipment and Vehicles	3-20

Note: The Accounting Division will maintain Schedule of Useful Life for specific assets.

5.0 Criteria for Capitalization of Fixed Assets

- 5.1. Capital projects will be capitalized if they meet one of the following criteria:
- The project is creating a new asset for the District
 - The project significantly extends the useful life of an asset beyond what was originally established as the estimated useful life for that asset, and/or
 - Significantly increases the service capacity of the asset
- 5.2 Right to Use assets represent leased equipment and will be capitalized using the current value of all future lease payments per GASB 87. If the lease does not have a stated interest rate to determine current value with, an imputed rate will be determined by other similar leases.
- 5.3 Expenditures that simply maintain a given level of service should be expensed.
- 5.4. Three major categories of costs subsequent to original construction or acquisition are incurred relative to capital assets:
- Capital Improvements - an improvement is the substitution of a better component for which possesses superior performance capabilities, whereas a replacement is the substitution of a similar component.
 - Capital Replacement - a replacement, which is a substitution of a component of the asset with one of similar quality is to be expensed. On rare occasions, a replacement can be considered improvements and be capitalized if it meets certain established criteria.
 - Capital Maintenance - activities budgeted as capital projects will be expensed as repair and maintenance expenses if they meet one of the following criteria:
 - The activity is performed on a regular and recurring basis to keep the District's assets in their normal operating condition over the course of the originally established useful life.
 - The project represents a repair activity that restores an asset to its original condition.

6.0 Capital Project Phases. Major capital projects, as defined in Board Policy 12.1.0, will often (but not always) be managed through defined project phases. These may include:

- Feasibility
- Planning
- Design
- Construction

- 6.1. Costs incurred in pre-planning phases, including Master Plans and Project Feasibility Studies, which explore potential capital projects are to be expensed. Once a master-planning or feasibility study results in a defined project, with a specific scope and cost estimate, and the Board determines that a funding plan is to be developed for inclusion in the District's Capital Improvement Budget, costs associated with advancing the capital project are to be capitalized.
- 6.2 To facilitate the tracking of capital project costs to be expensed versus capitalized, the District will, when appropriate, establish separate capital project codes to distinguish between phases where costs will be expensed and those capital project phases where costs are to be capitalized.
- 6.3 Capital project costs to be capitalized will be reported as Construction In Progress until the capital project is completed and the capital asset is placed into service.



BEST PRACTICES

Capitalization Thresholds for Capital Assets

State and local governments should adhere to appropriate guidelines for capitalization thresholds.

The term capital assets is used to describe assets that are used in operations and that have initial lives extending beyond a single reporting period. Capital assets may be either intangible (e.g., easements, water rights, licenses, leases) or tangible (e.g., land, buildings, building improvements, vehicles, machinery, equipment and infrastructure).

As a practical application of the materiality principle, not all tangible capital-type items with useful lives extending beyond a single reporting period are required to be reported in a government's statement of net position. Items with extremely short useful lives (e.g., less than 2 years) and/or of small monetary value are properly reported as an "expense" or "expenditure" in the period in which they are acquired.

When outlays for capital-type items are, in fact, reported on the statement of net position, they are said to be capitalized. The monetary criterion used to determine whether a given capital asset should be reported on the statement of net position is known as the capitalization threshold. A government may establish a single capitalization threshold for all of its capital assets, or it may establish different capitalization thresholds for different classes of capital assets. In selecting capitalization thresholds, governments should be able to report and depreciate substantially all capital asset value while eliminating the cost of tracking a large number of small-value items.

A government's threshold for capitalization does not need to be calculated in the same way that the government would measure the asset, if it is ultimately capitalized, for reporting in accordance with GAAP. For example, a government's capitalization policy may be to determine whether improvements to an office building (primarily plumbing and electrical upgrades) meet a dollar threshold (\$20,000) before including the cost of new window and floor treatments, which will be part of the improvements, because it does not consider those to be "core costs" of the asset improvement. For assets constructed by a government's own employees, the dollar threshold might distinguish between direct costs (time spent by construction workers, architects and engineers on that project) and indirect costs (allocated costs of the capital improvements department of public works).¹

The capitalization threshold should not be the only factor used when determining if an item should be capitalized. A government should be cognizant of whether similar items are capitalized in order to be consistent in reporting. For example, assume a government, with a capitalization threshold of \$10,000, purchases two pieces of similar equipment. Item A was purchased three years ago for \$11,000, and item B was purchased in the current year for \$9,000. The government also incurred its own direct costs (time spent by construction workers, architects and engineers on that project) and indirect costs (allocated costs of the capital improvements department of public works) for both items, which increased the values of the items to \$13,000 for item A, and \$11,000 for item B. Without the inclusion of the government's own costs, item B would not have been capitalized, while other similar items would be capitalized because they were purchased at a higher price. In this case, the government may choose to capitalize item B for the sake of consistent treatment.

Capitalization is, of its nature, primarily a financial reporting matter. That is, a government's principal concern in establishing specific capitalization thresholds ought to be the anticipated information needs of the users of the government's external financial reports. While it is essential to maintain control over all potentially capitalizable items, there are more efficient means than

capitalization for accomplishing this objective in the case of a government's smaller tangible capital-type items. Furthermore, practice has demonstrated that capital asset management systems that attempt to incorporate data on numerous smaller items are often costly and difficult to maintain and operate.

Recommendation:

GFOA recommends that state and local governments adhere to the following guidelines for capitalization thresholds:

- Establish minimum cost and useful-life based thresholds to avoid the cost of capitalizing immaterial items;
- Establish a minimum capitalization threshold of \$5,000 for any individual item;
- Establish a minimum capitalization threshold of at least a two-year useful life for any individual item;
- Consider establishing different dollar capitalization thresholds for different classes of capital assets (i.e. land, infrastructure, buildings and improvements, and equipment);
- Capitalization thresholds are best applied to individual items rather than to groups of similar items (e.g., desks and tables), unless the effect of doing so would be to eliminate a significant portion of total capital assets (e.g., books of a library district);
- Governments should perform a periodic review of their capitalization thresholds;
- In establishing capitalization thresholds, governments that are recipients of federal awards should be aware of federal capitalization thresholds requirements; and
- Governments should exercise control over potentially capitalizable items that fall under the operative capitalization threshold but require special attention.

1) Note that while indirect costs pertaining only to capital projects should be capitalized, general overhead costs such as human resources services or the commissioner's office staff of an agency not exclusively performing capital work should not be allocated to capital projects and capitalized. [Accounting for Capital Assets, A Guide for State and Local Governments, Stephen J. Gauthier, GFOA, 2008].

This best practice was previously titled Establishing Capitalization Thresholds for Capital Assets.

Board approval date: Monday, February 6, 2006



Accounting, Auditing and Financial Reporting
Establishing the Estimated Useful Lives of Capital Assets
Policy 8.1.0

POLICY. The best source of relevant information on the estimated useful lives of the District's capital assets comes from its own past experience with similar assets. In situations where the documentation of the District's own past experience, for a given type of capital asset, is not adequate for this purpose, the District will consider the experience of other governments, professionally determined specifications, and private-sector enterprises. The District will make whatever adjustments are needed to estimated useful lives that were obtained from others to ensure that such estimates are appropriate to its own particular circumstances. It is especially important to consider the potential effect of each of the following factors when depending on the experience of others:

- 1.0 Quality.** Similar assets may differ substantially in quality, and hence in their useful lives, because of differences in materials, design and workmanship.
- 2.0 Application.** The useful life of a given type of capital asset may vary significantly depending upon its intended use.
- 3.0 Environment.** Environmental conditions in the Tahoe Basin include climate and regulatory sources. Conditions can be defined by the Tahoe Regional Planning Agency, the United States Forest Service Basin Management Unit and the North Lake Tahoe Fire Protection District. The service life of some capital assets used in connection with highly regulated activities could be affected by these agencies codes or best management practices.
- 4.0 Life Cycle Considerations.** The vast majority of the District's capital assets are used in conjunction with programming activities. Useful lives reflect the amount of utilization that will be consumed by an operating period and could affect the care and condition needed for services rendered by those venues. The District should also consider the possibility of varying useful lives for components of larger assets, both for capitalization and to reflect the appropriate life cycle maintenance interval for such components.



Accounting, Auditing and Financial Reporting
Establishing the Estimated Useful Lives of Capital Assets
Policy 8.1.0

- 5.0 Maintenance.** The potential effect of each of the factors just described may be mitigated or exacerbated as a consequence of the District's evaluation of capital asset care and condition, as well as the approach to maintenance and replacement policy. Once established, estimated useful lives for major categories of capital assets should be periodically compared with the District's actual experience and appropriate adjustments should be made to reflect this experience.



Accounting, Auditing and Financial Reporting
Establishing Appropriate Capitalization Threshold for Capital Assets
Policy 9.1.0

POLICY. The District will consider the following guidelines in establishing capitalization thresholds:

- 1.0** Potentially capitalizable items should only be capitalized if they have an estimated useful life of greater than two years following the date of acquisition or placed into service.
- 2.0** Capitalization thresholds are best applied to individual items rather than to groups of similar items (e.g., desks and tables), unless the effect of doing so would be to eliminate a significant portion of total capital assets.
- 3.0** In no case will the District establish a capitalization threshold of less than \$5,000 for any individual item.
- 4.0** In establishing capitalization thresholds, when the District is a recipient of federal awards, then federal requirements that prevent the use of capitalization thresholds in excess of certain specified maximum amounts for purposes of federal reimbursement will prevail.
- 5.0** Capitalization of buildings and infrastructure should consider the use of componentization as a way to reflect the varying life cycle considerations of mechanical, structural elements, and wear items that may require different cycles of maintenance and replacement from the main asset being capitalized. The significance of such componentization takes precedent over the \$5,000 threshold, and thus smaller amounts may be listed to facilitate proper asset management.



**Accounting, Auditing and Financial Reporting
Capitalization of Fixed Assets
Practice 2.9.0**

RELEVANT POLICIES: 8.1.0 Establishing the Estimated Useful Lives of Capital Assets and 9.1.0 Establishing Appropriate Capitalization Threshold for Capital Assets

1.0 ACCOUNTING CONTROL

The capitalization threshold for all asset classes shall be identified during the budget process each fiscal year by the Finance and Accounting staff and approved by the Board of Trustees as part of the adoption of the annual Debt Management Policy, including the Five Year Capital Improvement Plan and its statement on Minimum level of expenditure.

1.1 The capitalization threshold per item shall be:

<u>ASSET CLASS</u>	<u>MINIMUM COST</u>
Equipment	\$ 5,000.00
Structures and Land Improvements ...	\$10,000.00

1.2 In addition to cost, all of the following criteria shall also be used:

1.2.1 The normal useful life of the item is three or more years.

1.2.2 The item has an acquisition cost (including freight and installation) of at least the amounts listed above in each asset class.

1.2.3 The item will not be substantially reduced in value by immediate use.

1.2.4 In case of repair or refurbishment that will be capitalized, the outlay will substantially prolong the life on an existing fixed asset or increase its productivity significantly, rather than merely returning the asset to a functioning unit or making repairs of a routine nature.



**Accounting, Auditing and Financial Reporting
Capitalization of Fixed Assets
Practice 2.9.0**

- 1.2.5 The capitalization threshold is applied to individual items rather than to groups of similar items (e.g. desks and tables).
- 1.2.6 The utilization of componentization of assets under the project, to provide a more appropriate management of an assets care, condition and associate maintenance or replacement, takes precedent over the stated thresholds under section 1.1.

2.0 PHYSICAL CONTROL

All fixed assets acquired either as operating or capital expenditures will be identified as IVGID property and recorded. Such items represent a value to the operations that have an ongoing usefulness to justify safeguarding them from loss or abuse. The items should be expected to be in service at least two years and can be readily assigned to a function or activity as responsible for its care and condition.

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winquest
District General Manager

FROM: Brad Underwood, P.E.
Director of Public Works

SUBJECT: Review, discuss and possibly authorize Additional Services Amendment #1 and Amendment #2 to the professional design services contract for the Mountain Golf Cart Path Replacement Project – Fund: Community Services; Division: Golf; CIP# 3241LI2001; Vendor: Lumos and Associates in the amount of \$45,800.00.

DATE: October 13, 2021

I. RECOMMENDATION

That the Board of Trustees makes a motion to:

1. Authorize Additional Services Amendment #1 - Construction Assistance to the Design Services Contract for the Mountain Golf Cart Path Replacement Project – Fund: Community Services; Division: Golf; CIP# 3241LI2001; Vendor: Lumos and Associates in an amount not to exceed \$3,500.00.
2. Authorize Additional Services Amendment #2 - Final Design, Permitting, and Bidding Assistance for Phase 2 and Phase 3, to the Design Services Contract for the Mountain Golf Cart Path Replacement Project – Fund: Community Services; Division: Golf; CIP# 3241LI2001; Vendor: Lumos and Associates in an amount not to exceed \$42,300.00.
3. Authorize Staff to execute change orders for additional work not anticipated at this time of up to approximately 10% of the contract; up to the amount of \$4,600.00.
4. Authorize Staff to execute the contract documents.

II. BACKGROUND

The Mountain Golf Course has approximately 14,440 linear feet of cart pathways which equates to ~110,000 square feet of pavement. In addition, there is approximately 5,000 linear feet of asphalt curb. The last major path project was over 15 years ago. The District has performed replacements at various locations

each year based on areas of greatest need and within the allotted budget. Due to issues of base material, overgrowth of sod, and intrusion by tree roots and other material, the current assessment of the condition of the paths suggests substantial remediation and reconstruction is needed.

Previous work performed by Lumos and Associates included preparation of a base map and 50% construction drawings for the entire Mountain Golf Pathway system, final construction documents for the Phase 1 Reconstruction Improvements Project, Washoe County permitting, and support during the bid process. Phase 1 work is currently under construction.

The additional services Amendment #1 is for work associated with the construction portion of Phase I. The scope of work is to include answering questions/RFIs, modify plans (if required), review submittals, and/or provide construction administration. The extent of this work cannot be anticipated; therefore, the task will be a time and materials based fee not to exceed \$3,500.

The additional services Amendment #2 is for work associated with the progressing Phase 2 and Phase 3 from 50% design to 100% design, TRPA and Washoe County permitting, erosion and bidding assistance. The work also includes the preparation of an erosion control SWPPP permit for the remaining site.

In accordance with Board Policy 3.1.0., 0.15 Consent Calendar, this item is included on the Consent Calendar as it is routine business of the District and within the currently approved District Budget.

III. 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.

IV. FINANCIAL IMPACT AND BUDGET

The FY 2021-22 CIP budget is \$550,000 which includes the construction improvements being completed for Phase I of the Mountain Golf Cart Path Replacement Project.

The table below presents the expenditures, encumbrances, and the design contract amendments for the Mountain Golf Cart Path Replacement Project.

Task	Approved FY 21-22 Project Budget	Amount Requested	FY 21-22 Budget Amount Remaining
Mtn Golf Cart Path Replacement Construction – Phase 1	\$405,000.00	\$357,138.80*	\$47,861.20
Design/Permit Fees/Internal Staff	\$65,000.00	\$42,300.00** \$4,600.00**	\$18,100.00
Construction Reserves (~ 10%)	\$40,000.00	\$35,700.00*	\$35,700.00
Construction Management	\$40,000.00	\$3,500.00**	\$28,900.00
Total	\$550,000.00	\$441,238.80	\$130,561.20
Mountain Golf Cart Path Replacement Project CIP #3241LI2001, 2021/2022 FY Budget \$550,000.00			

*Approved by Board of Trustees 9/2/2021

**Additional Service Amendments #1, #2 and 10% Design Contingency

Construction reserves are listed at 10% to account for unforeseen conditions during construction, such as needing to increase the length of asphalt curb that requires replacement or wet/poor soil conditions as examples.

V. ALTERNATIVES

Not authorize ASA #1 for services during construction or ASA #2 for the final design contract of Phase 2 and/or Phase 3 of the Mountain Golf Cart Path Replacement Project and defer Phase 2 and/or Phase 3 of the pathway improvements to a future date.

VI. BUSINESS IMPACT

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

Attachments:

- A – Short Form Agreement (Amendment #1)
- B – Short Form Agreement (Amendment #2)
- C – 3241LI2001 CIP Data Sheet

∞ **ADDITIONAL SERVICES ADDENDUM (ASA) #1** ∞
to **SHORT FORM AGREEMENT** dated **March 11, 2021**
between
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
and
LUMOS & ASSOCIATES, INC.
for **PROFESSIONAL SERVICES**

This ASA, dated October 14, 2021, shall amend the referenced agreement to include the following project with relevant description, compensation, and schedule addressed herein.

PROJECT DESCRIPTION

Consultant shall provide Construction Assistance during Phase 1 of the Mountain Golf Course Cart Path Reconstruction Project. Work is more fully described in the attached Exhibit A, Consultant's "Addendum No. 1 to Consultant Agreement, Extra Work Authorization Form," dated March 11, 2021.

PAYMENT TO CONSULTANT

Payment to be as follows:

1. Task 1 will be billed on a Time and Materials basis, with total not to exceed amount of \$3,500.
2. All invoices and correspondence are to reference PO 21-0167.

PERIOD OF SERVICE

It is anticipated that services shall be substantially completed by July 14, 2021 subject, however, to the exercise of a generally-accepted standard of care for the performance of services.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

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

By: _____
Joshua Nelson
District General Counsel

Date

Agreed to:

Indra Winquest
IVGID General Manager

Date

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

CONTRACTOR:
LUMOS & ASSOCIATES, INC.
Agreed to:

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

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

Contractor's address for giving notice:
Lumos & Associates, Inc.
9222 Prototype Drive
Reno, Nevada 89521

EXHIBIT A TO ASA 1 DATED OCTOBER 14, 2021

ADDENDUM No. 1 TO CONSULTANT AGREEMENT

Extra Work Authorization Form

The consultant agreement dated 3/11/2021 for professional services between LUMOS & ASSOCIATES, INC., and Incline Village GID for Mountain Golf Course Cart Path Reconstruction (project name)

is hereby amended as follows:

Task 12 – Construction Assistance

Lumos and Associates will be available to answer questions/RFIs, modify plans, review submittals, or provide construction administration assistance. The fees required to complete this task cannot be anticipated. Therefore, this task will be billed on a time and materials basis in accordance with our current fee schedule, not to exceed \$3,500.

COMPENSATION ARRANGEMENT

- Time and materials payment per current fee schedule (attached) not to exceed \$3,500
Lump sum payment
Other (specify)

Backcharge: Yes No To Whom:

Job No.: 10164.001 Task No./Description: Task 12 – Construction Assistance

Table with 2 columns: Description, Amount. Rows: ORIGINAL CONTRACT AMOUNT: \$75,100; TOTAL PREVIOUS ADDENDUMS: 0; TOTAL THIS ADDENDUM: \$3,500 (T&M NTE); REVISED CONTRACT AMOUNT: \$78,600

All other terms and conditions remain unchanged.

LUMOS & ASSOCIATES, INC.

CLIENT

PRINT SIGN TITLE DATE

PRINT SIGN TITLE DATE

Copies to Client for signature; return one to Lumos & Associates, Inc.

∞ ADDITIONAL SERVICES ADDENDUM (ASA) #2 ∞
to SHORT FORM AGREEMENT dated March 11, 2021
between
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
and
LUMOS & ASSOCIATES, INC.
for PROFESSIONAL SERVICES

This ASA, dated October 14, 2021, shall amend the referenced agreement to include the following project with relevant description, compensation, and schedule addressed herein.

PROJECT DESCRIPTION

Consultant shall provide Engineering Design Services to progress the design plans for Phases 2 and 3 from 50% to 100% for the Mountain Golf Course Cart Path Reconstruction Project. Work is more fully described in the attached Exhibit A, Consultant's "Addendum No. 2 to Consultant Agreement, Extra Work Authorization Form," dated March 11, 2021.

PAYMENT TO CONSULTANT

Payment to be as follows:

1. A portion of this Addendum is to be billed on a Time and Materials basis, with a total not to exceed amount of \$39,600.00.
2. A portion of this Addendum is to be billed as a Lump Sum of \$2,700.00.
3. Total of this Addendum is not to exceed \$42,300.00.
4. All invoices and correspondence are to reference PO 21-0167.

PERIOD OF SERVICE

It is anticipated that services shall be substantially completed by July 14, 2021 subject, however, to the exercise of a generally-accepted standard of care for the performance of services.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

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

CONTRACTOR:
LUMOS & ASSOCIATES, INC.
Agreed to:

By: _____
Joshua Nelson
District General Counsel

Date

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

Agreed to:

Indra Winquest
IVGID General Manager

Date

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

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

Contractor's address for giving notice:
Lumos & Associates, Inc.
9222 Prototype Drive
Reno, Nevada 89521

ADDENDUM No. 2 TO CONSULTANT AGREEMENT

Extra Work Authorization Form

The consultant agreement dated 3/11/2021 for professional services between LUMOS & ASSOCIATES, INC., and Incline Village GID for Mountain Golf Course Cart Path Reconstruction (project name)

is hereby amended as follows:

Adding tasks to progress design plans for Phases 2 and 3 from 50% design to 100% design. This also includes permitting and bid assistance for both phases.

COMPENSATION ARRANGEMENT

- Time and materials payment per current fee schedule (attached) not to exceed \$39,600
Lump sum payment \$2,700
Other (specify)

Backcharge: Yes No To Whom:

Job No.: 10164.001 Task No./Description: Tasks 6 through 11 per attached letter

ORIGINAL CONTRACT AMOUNT: \$75,100
TOTAL PREVIOUS ADDENDUMS: \$3,500
TOTAL THIS ADDENDUM: \$42,300
REVISED CONTRACT AMOUNT: \$120,900

All other terms and conditions remain unchanged.

LUMOS & ASSOCIATES, INC.

CLIENT

PRINT
SIGN
TITLE
DATE

PRINT
SIGN
TITLE
DATE

Copies to Client for signature; return one to Lumos & Associates, Inc.



Lake Tahoe
225 Kingsbury Grade, Suite A | P.O. Box 3570
Stateline, Nevada 89449
775.588.6490

August 27, 2021

Via email: ksn@ivgid.org

Kate Nelson, P.E.
Incline Village GID
1220 Sweetwater Road
Incline Village, NV 89451

**Subject: Mountain Golf Course Cart Path Reconstruction – Phase 1
Addendum #1 - Additional Engineering Services to Agreement Scope
under LA21.138**

Dear Kate:

Lumos and Associates, Inc. is pleased to provide you with this proposal for engineering and related services for Phases 2 & 3 of the Mountain Golf Course Cart Path Reconstruction Project (Project).

Project Understanding

The proposed project is located on an approximately 68.22 acre site (APNs: 128-351-01, 128-352-01, 128-220-02), located at 690 and 687 Wilson Way, Incline Village, NV 89451. As part of our initial scope, we have designed a three-phase approach to a complete cart path reconstruction project, as recommended under Alternative #2 in the Pavement Evaluation & Recommendations report prepared by Lumos & Associates, dated February 2021. Phase 1 has been designed and bid for construction by IVGID for construction in the fall of 2021. This additional scope is specifically for progression of the Phase 2 & 3 designs to be progressed from 50% to 100% design and producing the associated bid documents. Phases 2 & 3 will involve cart path circulation improvements in six locations in order to improve circulation of golf cart traffic and will also include implementation of best management practices (BMPs) for water quality.

Existing site conditions, access, permitting requirements, IVGID budget, and impacts to the golf course will be evaluated to determine the exact construction limits for Phases 2 & 3. It is anticipated that improvements exceeding the thresholds defined in IVGID's Memorandum of Understanding (MOU) with TRPA will be constructed in Phases 2 & 3. Therefore, permitting will be required through TRPA, Washoe County, and NDEP Stormwater Division.

We propose to add the following tasks to our Agreement in order to assist you with Phases 2 & 3 of this project:

Project Scope

Task 6 – Phase 2 Civil Improvement Plans

This task will include progression of the Phase 2 50% design plans to 100% completion for the reconstruction of Phase 2 of the cart path system. This also includes the design of all proposed realignments for circulation improvements under the limits of this phase and selected BMPs identified in the Pavement Evaluation & Recommendations report. We will submit these plans to IVGID for

review and comment. We will submit these drawings to IVGID for review and comments prior to finalizing them for permit submittals and bidding.

These plans will be submitted to TRPA and Washoe County for permitting. The drawings will be prepared on 24"x36" format sheets and at a standard engineering scale as required by Washoe County. Engineer's estimates of probable construction costs will be provided for the 100% design improvements.

Construction drawings will include the in-place cart path reconstruction areas, select BMP improvements, and proposed cart path realignments for circulation improvements. Dimensions and grading will be provided as required for construction. The design or relocation of any utilities, including irrigation lines is not included in this fee proposal.

Task 7 – Phase 3 Civil Improvement Plans

This task will include progression of the Phase 3 50% design plans to 100% completion for the reconstruction of Phase 3 of the cart path system. This also includes the design of all proposed realignments for circulation improvements under the limits of this phase and selected BMPs identified in the Pavement Evaluation & Recommendations report. We will submit these plans to IVGID for review and comment. We will submit these drawings to IVGID for review and comments prior to finalizing them for permit submittals and bidding.

These plans will be submitted to TRPA and Washoe County for permitting. The drawings will be prepared on 24"x36" format sheets and at a standard engineering scale as required by Washoe County. Engineer's estimates of probable construction costs will be provided for the 100% design improvements.

Construction drawings will include the in-place cart path reconstruction areas, select BMP improvements, and proposed cart path realignments for circulation improvements. Dimensions and grading will be provided as required for construction. The design or relocation of any utilities, including irrigation lines is not included in this fee proposal.

Task 8 – Phase 2 Bid Assistance

Under this task, Lumos will prepare bid/contract documents for contractor bidding for the second phase of construction. Bid documents will include technical specifications and bid items descriptions as necessary for Phase 2 of construction. We will also provide assistance with public project advertisement, bid evaluation, recommendation for award. Lumos will also be available to answer bidder questions during the bid phase. Shop drawing review, plan revisions, field changes, and other construction services are not included, but can be included in a separate construction services proposal.

Task 9 – Phase 3 Bid Assistance

Under this task, Lumos will prepare bid/contract documents for contractor bidding for the second phase of construction. Bid documents will include technical specifications and bid items descriptions as necessary for Phase 3 of construction. We will also provide assistance with public project advertisement, bid evaluation, recommendation for award. Lumos will also be available to answer bidder questions during the bid phase. Shop drawing review, plan revisions, field changes, and other

construction services are not included, but can be included in a separate construction services proposal.

Task 10 – Phase 2 & 3 Permitting & TRPA Compliance

Under this task, Lumos will provide all TRPA required submittals, coordination, mapping, checklists, and notifications required for the proposed project. Washoe County coordination and processing of requested revisions of the civil improvement plans will be completed under this task. This scope includes mapping of land classification, land capability, and coverage, BMP infiltration calculations (if necessary), permitting requirements, and submittals required for qualified exempt work related to TRPA permitting.

Due to the uncertainty in phased limits of disturbance and permitting requirements, the efforts required under this task cannot be anticipated and will be performed on a time and materials (T&M) basis, with an initial allowance of \$5,000. We have assumed that if this amount is exhausted during permitting efforts, we can utilize any used balance from Task 4 of our original agreement for these efforts.

Task 11 – Erosion Control & SWPPP

The Nevada Department of Environmental Protection (NDEP) requires that all grading operations greater than one acre, or within a ¼ mile radius of receiving waters or tributaries, to have a SWPPP in place prior to beginning work. NDEP has determined that this project requires a SWPPP because it is within ¼ mile of Third Creek, which is a tributary of Lake Tahoe. Under this task, Lumos can prepare the SWPPP for the contractor's use, utilizing NDEP requirements. Our work will include a Notice of Intent, a Storm Water Pollution Prevention Plan, and a Best Management Plan for Phases 2 & 3 combined.

Assumptions / Exceptions

Lumos has made the following assumptions in preparation of this proposal:

- Proposed improvements will be located entirely within APNs 128-351-01, 128-352-01, 128-220-02.
- Any proposed TRPA land coverage purchase, sale, or transfer is excluded.
- Submittals to agencies other than IVGID, Washoe County and TRPA are excluded.
- This scope does not include preparation of a drainage report.
- Utility extensions are not included in the scope of this proposal.
- Landscape, irrigation, lighting and electrical design are excluded from this proposal.
- Design of underground storm drain improvements, retention, or detention areas is not included in this proposal.
- Lumos will use boiler plate general conditions and contract documents provided by IVGID for bidding purposes.
- IVGID will award and manage the project during construction. Otherwise, Lumos can provide a separate proposal for these services.
- This proposal does not include scope for construction administration/assistance/management, construction staking, inspection, or materials testing.

Fees

The tasks described in the Scope of Work will be completed for the following fees:

Task	Description	Fee
Task 6	Phase 2 Civil Improvement Plans T&M (NTE)	\$14,600
Task 7	Phase 3 Civil Improvement Plans T&M (NTE)	\$13,800
Task 8	Phase 2 Bid Assistance T&M (NTE)	\$3,100
Task 9	Phase 3 Bid Assistance T&M (NTE)	\$3,100
Task 10	Phase 2 & 3 Permitting & TRPA Compliance T&M (NTE)	\$5,000
Task 11	Erosion Control & SWPPP Lump Sum	\$2,700
Total:		\$42,300

Tasks 6 through 10 will be billed on a T&M basis, with a not-to-exceed amount as indicated above and Task 11 will be a Lump Sum task.

Phase 2 is anticipated to be constructed during the 2022 construction season and Phase 3 is anticipated to be constructed during the 2023 construction season. If this proposal is acceptable, please execute and return the attached contract Addendum #1. Any additional services requested but not covered by this Scope of Work can be provided by an amendment to this proposal. The attached Standard Provisions of Agreement are a part of this proposal.

Lumos and Associates, Inc. will send monthly progress billings on this project. The amount of these billings will be based upon the percentage of work completed. The terms are 'Due Upon Receipt' and accounts are past due after 30 days. Accounts over 30 days old will be subject to interest at the rate of 1 1/2% per month and such collection action as may be necessary to collect the account. In addition, a "Stop Work Order" may be issued on past due accounts. In this case, no further work will be performed until the account is brought current.

Thank you again for allowing Lumos and Associates to provide you with this proposal. Please do not hesitate to call me if you have questions.

Sincerely,



Justin Sand, P.E.
Sr. Project Manager – Engineering Division



**LA21.138 Mountain Golf Course Cart Path Reconstruct
Addendum #1 - Level of Effort Fee Estimate**

Task	Description	LUMOS				Total
		Group Manager	Sr. Project Manager	Sr. Engineer	Project Designer	
6	Phase 2 Civil Improvement Plans	\$225	\$195	\$165	\$130	
	SUBTOTAL	1	28	4	64	\$14,665
7	Phase 3 Civil Improvement Plans					
	SUBTOTAL	1	27	4	59	\$13,820
8	Phase 2 Bid Assistance					
	SUBTOTAL	0	12	0	6	\$3,120
9	Phase 3 Bid Assistance					
	SUBTOTAL	0	12	0	6	\$3,120
10	Phase 2 & 3 Permitting & TRPA Compliance					
	SUBTOTAL	0	12	2	18	\$5,010
11	Erosion Control & SWPPP					
	SUBTOTAL	0	3	5	10	\$2,710
	TOTAL					\$42,445



Project Summary

Project Number:	3241LI2001
Title:	Mountain Golf Cart Path Replacement
Project Type:	D - Capital Improvement - Existing Facilities
Division:	41 - Mountain Operations
Budget Year:	2022
Finance Options:	
Asset Type:	LI - Land Improvements
Active:	Yes

Project Description				
The Mountain Golf Course has approximately 14,440 linear feet of cart pathways which equates to 110,000 square feet of pavement. In addition, there are approximately 5,000 linear feet of asphalt curb. The last major path project was over 15 years ago. The District has performed replacements at various points each year based on areas of greatest need and within the allotted budget. Due to issues of the base material, overgrowth of sod, and intrusion by tree roots and other material, the current assessment of the condition of the paths suggests substantial remediation and reconstruction is needed. A design consultant has completed a review of the cart paths and provided recommendations for replacement. In accordance with the recommendation, the cart paths will be reconstructed in a multi-phase, multi-year manner to minimize impacts to users of the facility.				
Project Internal Staff				
Engineering staff will contract with outside civil and geotechnical engineering firms to provide support as necessary throughout the design. The project will be publically bid and constructed by a licensed contractor.				
Project Justification				
Cart paths are to the point where yearly replacement of faulty areas no longer makes financial sense. Condition of paths has become a nuisance for golfers and not within District standards. The District will practice perpetual asset renewal, replacement, and improvement to provide safe and superior long-term utility services and recreation activities. Maintain, renew, expand, and enhance District infrastructure to meet the capacity needs and desires of the community for future generations.				
Forecast				
Budget Year	Total Expense	Total Revenue	Difference	
2022				
Construction	405,000	0	405,000	
Construction Management	40,000	0	40,000	
Construction Reserves	40,000	0	40,000	
Design, Permit Fees, and Internal Services	65,000	0	65,000	
Year Total	550,000	0	550,000	
2023				
Construction	405,000	0	405,000	
Construction Management	40,000	0	40,000	
Construction Reserves	40,000	0	40,000	
Design, Permit Fees, and Internal Services	65,000	0	65,000	
Year Total	550,000	0	550,000	
2024				
Construction	405,000	0	405,000	
Construction Management	40,000	0	40,000	
Construction Reserves	40,000	0	40,000	
Design, Permit Fees, and Internal Services	65,000	0	65,000	
Year Total	550,000	0	550,000	
	1,650,000	0	1,650,000	
Year Identified	Start Date	Est. Completion Date	Manager	Project Partner
2020	Jul 1, 2020	Jun 30, 2023	Director of Golf/Community Services	

MEMORANDUM

TO: Indra Winqest
District General Manager

FROM: Darren Howard
Director of Golf & Community Services

Paul Navazio
Director of Finance

SUBJECT: Review, discuss and possibly approve award of low-bid procurement contract for the replacement of 80 Championship Course Golf Carts for the 2022 season – (CIP Project #3141LV1898)

DATE: October 6, 2021

I. RECOMMENDATION

It is recommended that the Board of Trustees review, discuss and approve award of procurement contract to replace 80 Championship Course Golf Carts through the following actions:

- 1) Authorize Staff to accept the low-bid quote from Club Car, LLC. for the manufacture and delivery of 80 Tempo - Lithium Battery electric golf carts, and,
- 2) Consider authorizing Staff to:
 - a) initiate process to procure the replacement fleet of golf carts serving the Championship Course through a Fair Market Value Lease, though a medium-term lease obligation at a total cost not-to-exceed \$386,352 for a term of no more than 60 months (average annual cost of \$77,270). and
 - b) return to the Board of Trustees with a Resolution of Intent to enter into a medium-term obligation financing, subject to approval by the State of Nevada Department of Taxation, pursuant to NRS 350.089.

II. BACKGROUND

The Championship Golf Cart Fleet (CIP#3141LV1898) was originally funded and scheduled for replacement in fiscal year 2020/2021, with an approved budget of

\$378,000. However, at their meeting of November 18, 2020, the Board of Trustees chose to defer this fleet replacement project to the 2021/2022 fiscal year and, in so doing, directed Fleet Maintenance staff refurbish the existing cart fleet, as needed, in order to allow for their continued use through the current 2021 golf season.

In anticipation of the need to proceed with replacement of the Championship Golf Cart fleet for the 2022 golf season, and in recognition of the extended lead time for manufacture and delivery of product, Staff prepared an agenda item for the Board of Trustees meeting of July 13, 2021 seeking Board concurrence with preparation and issuance of procurement bid documents, to include both purchase and lease options for golf carts meeting prescribed specifications.

At the July 13th Board meeting, staff also recommended against replacement of three bar carts, also funded and scheduled for replacement last fiscal year (Championship Course: CIP#3142LE1741 & CIP#3142LE1742, and Mountain Course: CIP#3242LE1726). Due to COVID-19 protocols employed during the past two golf seasons, the bar carts were not put into service, and have been determined to remain serviceable through the 2022 golf season.

Most recently, at the Board meeting of September 30, 2021, funding included in the FY2020/21 Capital Improvement Plan budget for replacement of the Championship Golf Cart Fleet (CIP # 3141LV1898) was approved to be carried-over to the current FY2021/22 budget for this purpose.

III. DISCUSSION

After review of the utilization and current condition of the Championship Course golf cart fleet, as well as the increasing costs associated with maintaining availability of the carts through the 2021 golf season, Staff recommended to the Board of Trustees that the District proceed with the solicitation of bids to replace the Championship Course Golf cart fleet this fiscal year, with planned delivery in time for the 2022 golf season.

A Request for Proposals was developed seeking quotes for the manufacture and delivery of 80 new electric golf carts to serve the Championship Golf Course. Quotes were solicited both for alternative models of electric golf carts (ex. acid-lead battery and Lithium battery) as well as pricing for procurement through either purchase or a lease. The bid package was issued on August 18, 2021 and quotes received by two vendors on September 15, 2021. Based on a review of the proposals received by both vendors, additional information was requested from the vendors in order to ensure a comparative analysis of pricing options provided.

IV. BID RESULTS

The following table summarizes the results of the quotes received through the District's Request for Proposal:

Championship Course - Golf Cart Replacement Proposals					
Purchase Options	EZ GO			CLUB CAR	
	Base	w/ GPS Package		Base	w/ GPS Package Visage 10.1
		Pace 7EX	Pace 10EX		
Acid Batteries	N/A			\$ 395,960.00	\$ 395,960.00
Lithium Batteries	\$ 459,484.80	\$ 588,332.00	\$ 605,461.60	\$ 533,360.00	\$ 533,360.00
48-Month Lease Term					
Acid Batteries	N/A			\$ 165,657.60	\$ 326,937.60
<i>Annual Cost</i>				\$ 41,414.40	\$ 81,734.40
Lithium Batteries	\$ 269,952.00	\$ 408,153.60	\$ 426,508.80	\$ 191,116.80	\$ 352,396.80
<i>Annual Cost</i>	\$ 67,488.00	\$ 102,038.40	\$ 106,627.20	\$ 47,779.20	\$ 88,099.20
60-Month Lease Term					
Acid Batteries	N/A			N/A	
<i>Annual Cost</i>					
Lithium Batteries	\$ 314,352.00	\$ 471,648.00	\$ 488,400.00	\$ 184,752.00	\$ 386,352.00
<i>Annual Cost</i>	62,870.40	94,329.60	97,680.00	\$ 36,950.40	\$ 77,270.40
48-Month Installment Purchase Lease Term					
Acid Batteries				\$ 275,289.60	\$ 436,649.60
<i>Annual Cost</i>					\$ 109,162.40
w/ Balloon Payment				\$ 282,556.80	\$ 443,836.80
<i>Annual Cost</i>					\$ 110,959.20
Lithium Batteries				\$ 420,825.60	\$ 582,185.60
<i>Annual Cost</i>					\$ 145,546.40
w/ Balloon Payment				\$ 435,718.40	\$ 596,998.40
<i>Annual Cost</i>					\$ 149,249.60

Selection of Low-Bid Vendor

Based on the bids received in response to the District's Request For Proposal, Staff recommends that the District accept Club Car, LLC's as the low-bid vendor for the procurement of replacement of the Championship Course golf cart fleet. *This determination is being made without regard to the specific financing alternative that may be selected by the Board, based on separate criteria.*

Recommendation Related to Preferred Model and Features

Staff further recommends that the District select Club Car's Tempo-Lithium Battery, equipped with the Visage (10.1 Screen) Fleet Management Module.

Recommendation Related to Purchase vs. Leasing

Staff recommends that the Board of Trustees direct staff to initiate procurement of 80 Club Car Tempo-Lithium golf carts to replace the Championship Course golf cart fleet through a lease agreement, in the amount not-to-exceed \$386,352 over a lease term of 60 months, with an average annual lease cost of \$77,270.

Pursuing this option requires that the District follow the requirements of NRS 350.089, related to medium-term financing obligations. These include directing staff to prepare a Resolution of Intent, to be voted on at a future meeting, with final pending review by the State of Nevada Department of Taxation. (*This process must be completed prior to first lease payment, estimated to be May 2022*).

Should the Board concur with the recommendation to procure the replacement Championship Course golf cart fleet through the lease of Lithium-battery electric carts, staff recommends exploring the potential for a 54-month lease term option. This option would allow for the lease term to end at the end of the 2026 golf season (October 2026), rather than April 2027.

V. FISCAL IMPACT

The overall cost and budget implications of replacing the Championship Course golf carts is dependent on a number of factors, and deserve due consideration.

The FY2021/22 Capital Improvement Budget includes appropriations carried-over from the FY2020/21 CIP budget, in the amount of \$378,000 (Golf Fund 340).

Staff's recommendation to lease 80 Club Car Tempo - Lithium Battery electric golf carts through a 60-month lease would result in total cost over the term of the lease of \$386,352 (or \$77,270 per year).

Alternative options considered for the replacement of the Championship Course golf carts include out-right purchase, lease-purchase options (to include fully-amortized level annual costs or lump-sum balloon payment at end of lease), and shorter-term lease (48-month versus 60-month). In addition, replacing the existing Championship Course golf carts with a fleet of new lead-acid battery electric carts has been evaluated on both cost and performance criteria.

The financial analysis of all of the options considered support the staff recommendation for procuring the Tempo Lithium-battery electric golf carts based on the following criteria:

- 1) Lowest total cost over the useful-life of the golf cart fleet
- 2) Lowest average annual cost over the term of the lease (tied to useful life of the carts).
- 3) Lowest maintenance costs and wear-and-tear on golf course hardscape and soft-scape relative to lead-acid batteries
- 4) Longer useful life (5-6 years) relative to lead-acid battery carts (4-5 years).

- 5) Lower annual lease costs in comparison to annual maintenance costs for the existing Championship Course golf cart fleet.

It should be noted that the fiscal analysis could support a recommendation to replace the Championship Course golf cart fleet through outright purchase. However, this option requires a significant up-front payment which, for the Lithium-battery model (\$533,360) which exceeds the funding currently budgeted for this purpose. This option nonetheless would have the advantage of the District owning the golf carts which would carry a significant trade-in value at the end of their use.

Staff would not recommend pursuing out-right purchase of lead-acid battery golf carts at this time due to the shorter useful life of these batteries and the general trend in the industry away from lead-acid batteries, significantly impacting future trade-in value.

Fiscal Impact of Deferring Procurement of Replacement Golf Carts

The District incurred significant incremental costs to maintain the existing golf cart fleet over the course of the 2021 season, with costs expected to increase over the 2022 golf season (with likely decreasing cart reliability).

Using conservative assumptions, staff believes that it is no longer cost-effective to defer the replacement of the Championship Course golf cart fleet, when considering current replacement options and the likelihood of increasing replacement costs in the future:

	EZ GO	CLUB CAR
DEFERRAL OF GOLF CART REPLACEMENT FOR 1-YEAR		
<i>Followed by 60 Month Lease (Lithium) - at CURRENT QUOTES</i>		
Lithium Batteries	\$ 568,400.00	\$ 466,352.00
Annual Cost	94,733.33	77,725.33
DEFERRAL OF GOLF CART REPLACEMENT FOR 1-YEAR		
<i>Followed by 60 Month Lease (Lithium) - Assumes 10% increase in Costs and 10% reuction in Trade-in</i>		
Lithium Batteries	\$ 637,803.20	\$ 503,302.40
Annual Cost	106,300.53	83,883.73

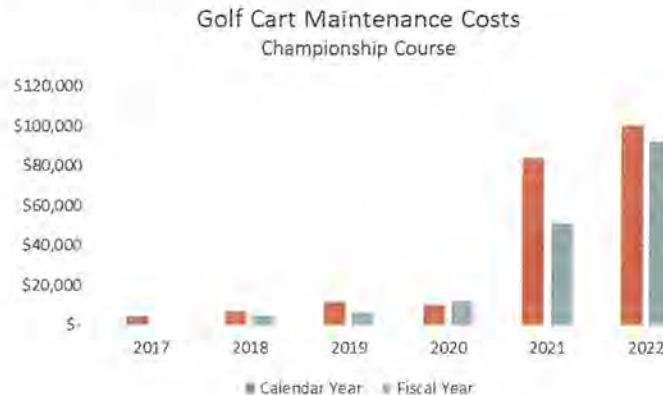
The following provides background information related to the costs associated with maintaining the current fleet of Championship Course golf carts, as well as an estimate of future costs, should the Board again choose to defer replacement of the golf carts for another year:

- Due to the 2020 COVID-19 restrictions for riders allowing only 1 person per cart (unless they were family members that arrive together), the carts effectively experienced almost 2 operating seasons worth of use over the course of the 2020 golf season.

- As expected, the current carts have experienced battery issues throughout the 2021 golf season due to heavier than normal play. The following table that shows the actual (and projected) incremental maintenance expenses incurred this golf season:

Description of items	Expended To-date	On Order / Anticipated Charges	Total
Parts (Batteries, Seats, Windshields, GPS screens etc.)	\$23,112.16	\$4,000-5,000	\$27,112 - \$28,112
Contract Labor	\$34,416.86		\$34,416
Labor – IVGID Fleet	\$15,895.60	\$3,000 - \$5,000	\$18,895 - \$20,895
Total	\$73,424.62	\$7,000 - \$10,000	\$80,424 - \$83,424

- The following chart shows actual Championship Course golf cart maintenance costs from Jan 2017 through September 2021, including projected costs through the 2022 golf season:



- Currently, trade-in value is approximately \$2,000 - \$2,200 per cart. Trade-in values can be expected to decrease significantly next year, and in particular, for lead-acid battery golf carts.
- Staff estimates that annual incremental maintenance costs to keep the current golf cart fleet operational through the 2022 golf season will (conservatively) be in the range of \$80,000. As discussed previously, investments made to keep the current fleet operational are not expected to impact future trade-in value. *Note: To-Date 26 of the 80 carts in our fleet have had batteries replaced.*

- New golf cart pricing is expected to continue to increase significantly year over year, and could well result in increased costs over the pricing offered at this time.
- Batteries are currently in scarce supply, resulting in increased down time for carts requiring new batteries.

VI. CONCLUSION

Based on an analysis of quotes received from qualified vendors in response to the District's Request For Proposal to procure a replacement golf cart fleet serving the Championship Golf Course, Staff recommends that the Board of Trustees:

- Accept Club Car, LLC as the low-bid vendor;
- Authorize replacement of the Championship Golf Cart fleet with the Club Car Tempo-Lithium battery cart, equipped with Visage 10.1 Fleet Management Module;
- Authorize Staff to initiate procurement of 80 Club Car Tempo-Lithium golf carts to replace the Championship Course golf cart fleet through a lease agreement, in the amount not-to-exceed \$386,352 over a lease term of 60 months, with an average annual lease cost of \$77,270.; and
- Direct Staff to explore the potential for a 54-month lease term option. This option would allow for the lease term to end at the end of the 2026 golf season (October 2026) rather than April 2027.

Attachments:

IVGID Request for Proposal
Club Car Bid
Financial analysis



**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (IVGID)
dba
CHAMPIONSHIP GOLF COURSE**

August 18, 2021

SECTION 1 – REQUEST FOR PROPOSALS

Sealed proposals will be received at the offices of Incline Village General Improvement District (IVGID, District or Buyer), 893 Southwood Boulevard, Incline Village, Washoe County, Nevada 89451, until 3:00 p.m. September 16, 2021 at which time they will be publicly opened and read for:

2022 Championship Golf Course Electric Cart Procurement

IVGID is accepting proposals to provide eighty (80) new electric golf carts with GPS units to meet specifications starting in Section 4 of this Request for Proposals (RFP). Submitted proposals shall include separate bids for providing standard acid batteries AND lithium batteries, and indicate pricing options to purchase AND a lease price to cover four (4) years.

Complete Proposal Documents may be downloaded from our website, at <https://www.yourtahoeplace.com/ivgid/resources/purchasing>. Due to current COVID-19 mandates, Proposal Documents are not available for review at District offices. A hard copy may be mailed upon request. It is the Bidder's sole responsibility to obtain a complete set of documents.

All proposals will be evaluated by District Staff for responsiveness in accordance with the Proposal Evaluation Checklist, which is included with the Proposal Documents. Following this evaluation, District Staff will make a recommendation to the IVGID Board of Trustees at its next regularly scheduled Board Meeting, anticipated to be on September 30, 2021, to award a procurement contract to the lowest responsive Bidder.

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

To request a copy of the Proposal Documents or if you have any questions concerning this procurement bid, contact the Director of Golf & Community Services at 775-832-1295.

SECTION 2 – INSTRUCTIONS AND GENERAL CONDITIONS

A. GENERAL PROPOSAL INFORMATION

1. SCOPE AND INTENT:

- a. It shall be the intent of this RFP to select a Vendor to provide up to eighty (80) electric golf carts for the Championship Golf Course.
- b. Procurement shall be either via purchase or lease, at IVGID's sole option. IVGID reserves the right to purchase through a separate third-party lease agent if said lease provides terms superior to those provided by the successful bidder.

- c. Successful bidder is required to purchase IVGID's existing eighty (80) 2017 Club Car Precedent carts and existing eighty (80) VISAGE GPS units. Off-haul of existing cart fleet shall occur at time of delivery of new carts as outlined in this Section 2, Paragraph C.1.
 - d. The merchandise proposed shall be of new manufacture and the model in manufacturer's product line that best meets the intent of the enclosed technical specifications. These specifications are intended to set minimum acceptable standards for such equipment.
 - e. There shall be no guarantee beyond initial procurement quantities as to any additional quantities to be procured during the period of time for which a resultant agreement shall be in effect.
- 2. PROPOSAL RESPONSES:** It is assumed that all responses to this proposal specification are on behalf of the Bidder acting either as an authorized dealer or distributor for the manufacturer of the items being proposed, and that these responses are supplied by the manufacturer. If this is not the case, Bidder shall explain, in writing, in a statement to be enclosed with the proposal.
- a. For lease pricing, please include the leasing agent, if any, and relevant information, in writing, in a statement to be enclosed with the proposal.
 - b. Lease term shall be for four (4) years.
 - c. A complete payment schedule for the duration of the resulting contract must be included in writing, in a statement to be enclosed with the proposal.
 - d. The lease price proposal must conform to Nevada Revised Statute (NRS) 350 – Municipal Obligations, to the extent applicable. It is the sole responsibility of the Bidder to have a complete and thorough understanding of the above.
- 3. PROPOSAL EVALUATION:** All proposals will be evaluated to determine the lowest responsive proposal. Proposal exceptions are permissible, provided that what the Bidder is offering meets the intent of the proposal specifications, as determined by the Buyer.

B. SUBMISSION OF PROPOSALS

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

“BID ENCLOSED: 2022 Championship Golf Course Electric Cart Procurement”

 - Bidders are cautioned to mark their envelopes clearly and plainly. If the envelope is not so marked and the Proposal is opened by mistake prior to the specified date and time, the Proposal will **NOT** be considered.
 - All Proposals must be sealed. Proposals submitted unsealed, by telephone, email or FAX will **NOT** be accepted.
2. Late, incomplete, or unsigned Proposals shall receive no consideration.
3. Proposals shall be made on the forms provided herein and all blank spaces in the forms shall be filled in. The Bidder or an authorized agent must sign all Proposals.
4. The District assumes no responsibility for errant delivery of Proposals, including those relegated to a courier agent who fails to deliver in accordance with the time and receiving point specified.

5. Proposals may be withdrawn by written notice, provided the notice of withdrawal is received prior to the Proposal opening time.
6. Proposals are subject to acceptance at any time within sixty (60) days after the Proposal opening.
7. Prices must be stated in units specified.
8. Prices quoted must be exclusive of Federal and State taxes, as IVGID is exempt from such taxes.

C. DELIVERY AND ASSEMBLY INFORMATION:

1. Shipping is FOB Destination and shall be included in the bid amount. Delivery shall include carrier unload and all necessary set-up and assembly to ensure carts are ready to be placed into service, and for off-haul of existing IVGID cart fleet as described in Paragraph A.1.c. Carts purchased shall be delivered to the Championship Golf Course, 955 Fairway Boulevard, Incline Village, Nevada, no later than June 1, 2022. At least ten (10) days prior to delivery being made, awarded Vendor shall contact IVGID to coordinate delivery date, time, and any and all necessary requirements to ensure a safe and successful delivery. Any additional orders made during the duration of this contract shall be conducted in the same manner.
2. Liquidated Damages: Successful Bidder and IVGID recognize that time is of the essence with this procurement and that the District will suffer financial loss if delivery of carts is not completed within the time specified in Paragraph C.1, above. The parties also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the District if the merchandise is not received and installed in time. Accordingly, instead of requiring any such proof, District and Successful Bidder agree that, as liquidated damages for delay (but not as a penalty), Successful Bidder shall pay District \$100 for each calendar day that expires after the date specified in Paragraph C.1, above, until all carts are delivered.

D. COMPLETE PROPOSAL PACKAGE:

1. A complete Proposal shall include this document, pages 1 through 9 inclusive, together with the following:
 - a. Warranty information per Section 5 of this Proposal Package.
2. To aid in the proposal evaluation process, the proposal package submitted by Bidder should also include product specifications, brochures, pictures and other supporting data for the merchandise proposed.
3. Bidder is encouraged (but not required) to submit sample(s) of its proposed cart to IVGID. If Bidder opts to submit samples, delivery must occur before September 15, 2021, with pick up on or after October 1, 2021.
 - a. All samples submitted for evaluation shall be made available to the Championship Golf Course for a minimum of seven (7) days to allow for a thorough evaluation. All samples shall be submitted, delivered, and picked up at Bidder's own expense.
 - b. Each sample group shall be conspicuously marked as to which bid item it represents.

- c. Delivery of sample(s) shall be at a mutually agreed time and date during the period of time referenced in Paragraph D.3 above. Deliveries of sample(s) must be coordinated with IVGID Director of Golf & Community Services, Darren Howard, at 775-832-1295.
- F. ADDITIONAL ORDERS:** Additional orders that meet the Successful Bidder's minimum order requirements shall also include shipping and delivery, as specified in Paragraph C.1.
- G. FIRM PRICING REQUIRED:** Prices submitted shall remain firm for all deliveries specified in this Invitation and Proposal. For any additional orders, Bidders shall guarantee their prices for a minimum of one (1) year from proposal award and preferably for the duration of the lease contract, if selected. After such time, the District and joinder agencies may continue to utilize the proposal awarded to purchase items from the Successful Bidder, provided there is no increase in prices offered.
- H. EXCEPTIONS:**
1. Proposals shall note any and all exceptions to the specifications and/or the terms and conditions that are contained herein.
 2. All exceptions to the proposal must be stated in writing on the Proposal Form, so that they may be considered. If exceptions are not stated, it will be assumed that the Bidder meets all requirements.
- I. DAMAGED GOODS:** Damaged goods shall be replaced by the Successful Bidder at no cost to the District or joinder agencies, whether damage is observed at time of delivery or upon first operations of the carts. District to notify Successful Bidder within 2 weeks of discovery of any damaged or faulty goods. Such notice shall be provided in writing. Damaged carts shall be considered an undelivered cart as it relates to Liquidated Damages per Paragraph C.2.
- J. TERMS AND CONDITIONS:** Bidders shall be aware of, and agree to abide by, the terms and conditions contained in this RFP.
- K. OPEN MEETING LAW:** The Incline Village General Improvement District shall adhere to NRS 241 which provides that public business shall be conducted in an open meeting.
- L. DISCLOSURE OF PRINCIPALS:** Bidders shall complete and return with their Proposal response, the attached copy of the form titled "Disclosure of Principals."
- M. ACCEPTANCE AND/OR REJECTION OF PROPOSALS:** IVGID shall reserve the right to accept or reject any or all resultant proposal responses, or parts thereof, including but not necessarily limited to, alternatives offered. Such acceptance and/or rejection shall be based solely on the considered value of such offers to the District.

SECTION 3 – PROPOSAL EVALUATION CHECKLIST

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

- Warranty
- Defined exceptions

SECTION 4 – ELECTRIC GOLF CART TECHNICAL SPECIFICATIONS:

- A.** All golf carts are to be electric with the following:
1. Single Point fill system with batteries to be serviced by vendor or vendor's representative, according to the manufacturer's service manual.
 2. Battery Status indicator - meter preferred - to be installed on each golf cart.
 3. Charger included
 4. Vendor modifies current battery charger rack if charger does not mount on current system.
 5. Carts are warranted to be fully operational a minimum of 36 golfing holes per day for the duration of the specified warranty period.
 6. Each golf cart will come equipped with the following:
 - i. Standard hubcaps
 - ii. Premium seats
 - iii. Six pack beverage cooler
 - iv. Sweater Basket
 - v. Drink Holders
 - vi. Sand and Seed Bottles; quantity of two (2) each per cart
 - vii. Cart placard/information holder
 - One (1) per cart attached to the driver's side lower exterior windshield
 - viii. Number decals; quantity of two (2) each per cart
 - ix. Split/foldable windshield
 - x. Club and ball washer
 - xi. Dual port USB for device charging
 - xii. Tow package
 - xiii. Incline Village Golf Courses logo decal on front of cart
 - xiv. Color of top (Black)
 - xv. Color of body (Electric Blue or similar color)
 7. Spare parts to be included:
 - i. Five (5) tow bars
 - ii. One (1) spare wheel/tire assembly per every ten (10) golf carts
 - iii. Five (5) spare beverage coolers

- iv. Two (2) diagnostic tools
- v. Ten (10) spare logo decals
- vi. Operator, parts, and service manuals for IVGID mechanics

B. Required GPS technologies provided by Golf Cart Vendor:

1. Technology must provide a 'pace of play' management system that allows for:
 - i. Marshal cart modes
 - ii. Pace notifications
 - iii. Vehicle pace & drive history
 - iv. Real-time positioning
 - v. Access to platform information while on course through tablets or other mobile devices
2. Technology must include notifications via email or text for actions such as: low battery status, zone violations, and cart fault notifications.
3. Technology must provide battery status indicator from backend platform.
4. Technology must provide amp hour information & amp hour per mile information to assist with fleet rotation.
5. Technology must include Speed Control determined by Global Positioning Satellites (i.e. Geofencing). Speed Control must also provide a "Stop and Reverse" function as well as an "Anti-tamper" zone that will disengage the motor if the vehicle is stolen or taken off the property by an unauthorized person.
6. Technology must include the ability schedule timing to lock down the fleet, provide cart path only management and notification of speed change/safety zone violation.
7. Company providing technology must have at least 100 installations with current technology in current use.
8. Company providing technology must provide customer support 24/7.

SECTION 5 – PRODUCT WARRANTY

- A. Basic Warranty:** Warranty to be for a full four (4) year period starting from the start of operation date of May 1, 2022 on all parts, labor, electrical components, and **INCLUDING batteries for 4 years or 25,000 Amp hours, whichever comes first.** Carts are to be capable and fully operational for a minimum of 36 golfing holes per day for the duration of the specified warranty period

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



SECTION 6 – PROPOSAL FORM

The undersigned Bidder shall provide eighty (80) new electric golf carts for the Championship Golf Course meeting the attached specifications.

Price should be stated in both numbers and in words in the spaces provided on this form. Discrepancies in the multiplication of unit prices and total price will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Provide a minimum quantity required for additional orders.

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

PURCHASE PRICE PROPOSAL – Standard Acid Batteries				
Description	Quantity	Unit Price	Total Price	Minimum Additional Order Quantity
Electric Golf Carts Purchase	80	\$	\$	
TOTAL BID IN WORDS:				

PURCHASE PRICE PROPOSAL – Lithium Batteries				
Description	Quantity	Unit Price	Total Price	Minimum Additional Order Quantity
Electric Golf Carts Purchase	80	\$	\$	
TOTAL BID IN WORDS:				

Exceptions:



Exceptions, continued:

Multiple horizontal lines for writing exceptions.

Attach additional sheet if necessary.

Firm Name: _____

Signature of Bidder: _____

Date: _____

Title: _____

Phone: _____ Email: _____

SECTION 7 – DISCLOSURE OF PRINCIPALS

PRINT OR TYPE:

Firm Name: _____

Address: _____

City, St, Zip: _____

Date Business Started: _____

Principal Address of Company: _____



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

Name: _____ Official Capacity: _____

Address: _____

Name: _____ Official Capacity: _____

Address: _____

Name: _____ Official Capacity: _____

Address: _____

SECTION 8 – LEASE AGENT

PRINT OR TYPE:

Firm Name: _____

Address: _____

City, St, Zip: _____

Date Business Started: _____

Principal Address of Company: _____

END OF REQUEST FOR PROPOSALS

This Proposal is Designed
Especially for:

Incline Village GC



Incline Village, Nevada

September 15, 2021

By
Allen Lee
Territory Manager
Club Car, LLC
530-624-1106 cell
951-735-4675 work



This proposal shall expire thirty days from its date, unless Club Car, LLC agrees to extend the time frame. In consideration of receipt of this proposal, Incline Village GC agrees that it will hold its contents in confidence and will not disclose, use or copy the same in whole or in part for any purpose other than to evaluate this proposal.



Tempo Lithium LG/Briggs & Stratton

FEATURES & BENEFITS

- All the great standard features of the Tempo including:
 - New Body style
 - The innovative Excel™ powertrain
 - SportDrive™ suspension
 - MonsoonTop™ Canopy
 - Ergonomic Seating
 - PowerShield™ battery housing
 - 360 degree bumper system
 - Best tightest turning radius
- The all new Tempo Connect includes a robust Connectivity Module featuring:
 - Shark Experience: Bluetooth, Sports Ticker, Sports, Entertainment, Music
 - Speaker system, Dynamic Distances by touch point, Live games/matches
 - Odometer
 - Serial number and model year display
 - One way message broadcasting such as weather alerts
 - Sponsorship and advertising display
 - Electronic info holder
 - GPS-enabled pre-set zone messages
 - Electronic scorecard

POWER SOURCE

Batteries	LG/Briggs & Stratton NEXT-GEN Lithium Ion Battery Pack
Charger	48-volt variable with on-board computer/4 year warranty
Horsepower	4.7 hp AC Motor

STEERING / SUSPENSION

Steering	SportDrive™ Self-compensating double reduction helical rack and pinion
Front Suspension	Independent leaf spring with dual hydraulic shocks
Brakes	Self-adjusting, rear mechanical drum
Park Brake	Foot operated, multi-lock

BODY / CHASSIS

Frame Chassis	Ladder-style aluminum box beam
Body / Body Color	Formion® with molded-in color
Front / Rear Tires	18 x 8.50-8 / 18 x 8.50-8
Kickplate	Yes
Seating Capacity	2

DIMENSIONS

Overall L x W x H	91.5 in x 47.25 in x 68.5 in (232 cm x 120 cm x 174 cm)
Wheelbase	65.5 in (166.4 cm)
Ground Clearance	4.5 in (11.4 cm)
Floor Height	12 in (30.5 cm)
Tread	34.5 in / 38.5 in (87.6 cm / 97.8 cm)
Dry Weight (Less Batteries)	495 lb (224.5 kg)
Speed Range	7 speed settings: 5 to 19 mph; 3 acceleration settings: Sport, Normal, Economy; 3 pedal-up braking settings: None, mild and aggressive; Speed adjustment in 0.1 mph increments rements
Vehicle Warranty	5-year: batteries (unlimited amp hour), 4 year canopy, electronics, pedal group, seats, suspension. 3-year: body panels, electric power train. 2-year: all remaining components. Limited lifetime: frame VCM: 5 years, DBR: 4 years Suspension: 4 years

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Tempo Lead Acid – Trojan Battery

FEATURES & BENEFITS

- All the great standard features of the Tempo including:
 - New Body style
 - The innovative Excel™ powertrain
 - SportDrive™ suspension
 - MonsoonTop™ Canopy
 - Ergonomic Seating
 - PowerShield™ battery housing
 - 360 degree bumper system
 - Best tightest turning radius
- The all new Tempo Connect includes a robust Connectivity Module featuring:
 - Shark Experience: Bluetooth, Sports Ticker, Sports, Entertainment, Music
 - Speaker system, Dynamic Distances by touch point, Live games/matches
 - Odometer
 - Serial number and model year display
 - One way message broadcasting such as weather alerts
 - Sponsorship and advertising display
 - Electronic info holder
 - GPS-enabled pre-set zone messages
 - Electronic scorecard

POWER SOURCE

Batteries	(6) 8-volt batteries
Charger	48-volt variable with on-board computer/4 year warranty
Horsepower	4.7 hp AC Motor

STEERING / SUSPENSION

Steering	SportDrive™ Self-compensating double reduction helical rack and pinion
Front Suspension	Independent leaf spring with dual hydraulic shocks
Brakes	Self-adjusting, rear mechanical drum
Park Brake	Foot operated, multi-lock

BODY / CHASSIS

Frame Chassis	Ladder-style aluminum box beam
Body / Body Color	Formion® with molded-in color
Front / Rear Tires	18 x 8.50-8 / 18 x 8.50-8
Kickplate	Yes
Seating Capacity	2

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Dry Weight (Less Batteries)	495 lb (224.5 kg)
Speed Range	7 speed settings: 5 to 19 mph; 2 acceleration settings: Aggressive or traditional; 3 pedal-up braking settings: None, mild and aggressive; Speed adjustment in 0.1 mph increments
Vehicle Warranty	4-year: batteries (25,000 energy units or 1,000 rounds), 4-year canopy, electronics, pedal group, seats, suspension. 3-year: body panels, electric power train. 2-year: all remaining components. Limited lifetime: frame

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Go farther. Play all day.

Tempo Li-Ion boasts 25% more range than other fleet Li-Ion golf cars on average.



Battery Capacity Years in Service



Up to **50% savings** in electricity costs



SAFETY

BRAKING (DBR)



1,000W RESISTOR

- Dynamic Brake Resistor is 2x larger than other fleet cars to provide improved safety and speed control in downhill conditions
- Maintains safe speeds for occupants and protects battery system

SUSPENSION



- Optimized suspension for a lighter vehicle maintains stability performance
- Enhanced comfort with maximum safety benefits

AUTOMOTIVE GRADE DESIGN COMPONENTS



3 LAYERS OF PROTECTION

Aluminum Enclosure
Mounting Plate
Battery Bucket

- Total battery protection from top to bottom for improved safety and reliability
- Die cast aluminum enclosure meets IP67 standards for protection against dust and water intrusion.

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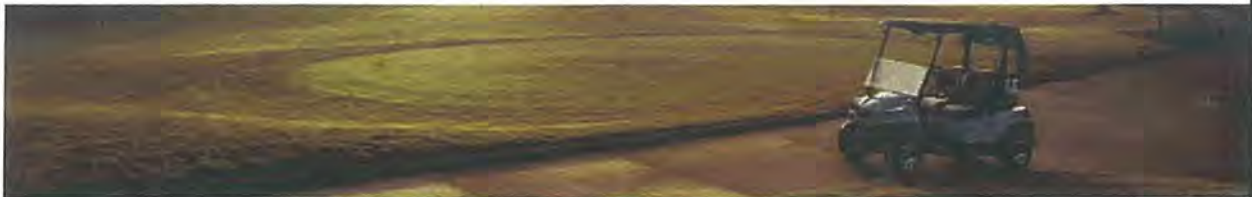
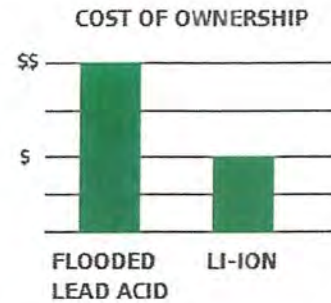
EASE OF USE AND REDUCED MAINTENANCE COSTS

Maximize vehicle uptime and quality

The Tempo Lithium Ion battery was developed for the automotive industry. We built on that foundation to deliver an innovative battery with automotive-grade safety and performance features designed to save you time and money.

FEATURES AND BENEFITS

- **Zero Maintenance Battery**
- **Set and Forget Extended Storage**
- **Over-the-air (OTA) Updates**
Maximize efficiency and minimize course downtime when you upgrade the care performance with Tempo Connect
- **Vehicle Control Module (VCM)**
Increase vehicle uptime and reduce labor time. Real time health status of vehicle helps identify issues before they arise.
- **Handheld Bluetooth® Diagnostic Tool**
Maximize vehicle up time. Quick serviceability keeps your fleet running by analyzing and configuring all electrical subsystems with one simple tool.



QUALITY

REDUCED TURF COMPACTION



- 200 LBS lighter than lead acid vehicle
- Less turf damage means reduced course maintenance

BEST IN CLASS HILL CLIMBING POWER



**4.7 HP
AC MOTOR**

- Powerful and consistent acceleration
- Better hill climbing
- 235 amp and 375 amp controller options to fit all course types

LITHIUM ION BATTERY PACK PERFORMANCE



- Li-Ion Batteries charge two times faster than FLA batteries, keeping your cars on course during peak hours

This proposal shall expire thirty days from its date, unless Club Car, LLC agrees to extend the time frame. In consideration of receipt of this proposal, Incline Village GC agrees that it will hold its contents in confidence and will not disclose, use or copy the same in whole or in part for any purpose other than to evaluate this proposal.



TEMPO

RXV

TXT

SAFETY			
DBR (DYNAMIC BRAKE RESISTOR)	1,000 watt resistor	500 watt resistor	
SUSPENSION	Optimized rear leaf springs for lighter vehicle for better ride quality	Same suspension as Electric FLA car	
PERFORMANCE			
RANGE	40 Holes	30* Holes	34* Holes
STORED ENERGY	3.6 kWh	3.0 kWh	
WEIGHT	699 lbs.	729 lbs.	659 lbs.
CONTROLLER	255 Amp (standard) 375 Amp (optional)	295 Amp	250 Amp
MOTOR	4.7 Hp AC	4.4 Hp AC	3.0 Hp DC
CHARGER	650 Watts: 5.9 hr charge time 900 Watts: 4.7 hr charge time	900 Watts	
EXTENDED STORAGE	Set and forget storage. No need to check state of charge every month due to smart charger and VCM	Check vehicle state of charge every 30 days	
TECHNOLOGY			
CONNECTIVITY	Remote vehicle health & maintenance reporting (VCC); Premium Bluetooth speakers, live streaming and music services; Secure, over-the-air (OTA) software updates and enhancements	No OTA update capability	
FLEET MANAGEMENT SOLUTIONS	Access to Fully integrated Visage software suite with CAN communication featuring variable speed Car Control, Car Tracking and Gaffer Experience	Optional TFM system	
DIAGNOSTICS & VEHICLE SETTINGS	Remote, handheld and integrated diagnostics (VCC, Bluetooth handheld with graphics tool, and on-board Visage monitor) to manage vehicle performance; Remote access (via VCC) to set vehicle speeds & acceleration rates and enable/disable accessories	Handheld device; limited diagnostics: text only	
BATTERY GAUGE/VEHICLE INFORMATION DISPLAY	Standard: Battery indicator light Optional: Digital display gauge	Optional Fuel Gauge	
AUTOMOTIVE GRADE			
BATTERY ENCLOSURE	Die Cast Aluminum	Plastic	
VCM (VEHICLE CONTROL MODULE)	"Brains" of the electronic control system. It features CAN bus communication and controls vehicle inputs and outputs.	Not available	
BATTERY WARRANTY	5 year unlimited warranty	5 year warranty	

* Club Car tests performed on moderate terrain golf course with equally configured cars and route.

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Lithium Ion Electricity Savings Calculator

Club Car Tempo LI-Energy Savings Calculator

Customer Inputs

# of Rounds Per Day Per Car	2
Days course is open per month	18
On Peak Cost per kWh (Varies by Region)	\$ 0.14
Off Peak Cost per kWh (Varies by Region)	\$ 0.10
Lease Term of Fleet (Months)	48
Fleet Size (# of Cars)	80



Low maintenance. High reward.

Available on new Tempos, the Lithium Ion battery is a low-maintenance, high-performance power source that can save you money and staff time, increase car reliability, and conserve energy to improve the overall performance of your operators.



Cost Breakdown

	Lead Acid	100% Charging On-Peak Calendar Year	100% Charging Off-Peak Calendar Year
Energy used per round (kWh)	1.50	0.80	0.80
# of rounds Per Day Per Car	2.0	2.0	2.0
Battery efficiency	1.30	1.04	1.04
Charger efficiency	0.9	0.9	0.9

Electricity usage (Per Day)	4.3	1.8	1.8
Cost per kWh (Varies by Region)	\$ 0.14	\$ 0.14	\$ 0.10

Total Energy cost per car per day	\$ 0.61	\$ 0.26	\$ 0.18
Days course is open per month	18	18	18
Cost / car/ month (electricity)	\$ 10.92	\$ 4.66	\$ 3.33
Lithium Ion Electrical Cost Savings Per Month / Car		\$ 6.26	\$ 7.59

Electricity cost / mo. / fleet	\$ 873.60	\$ 372.74	\$ 266.24
Lithium Electrical Cost Savings Per Month		\$ 500.86	\$ 607.36

Lithium Ion Electrical Cost Savings Per Year		\$ 6,010.37	\$ 7,288.32
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Lithium Ion Electrical Cost Savings Per Life of Fleet		\$ 24,041.47	\$ 29,153.28
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~\$7,288.32 per year in energy savings
 ~ \$29,153.28 4-year term in energy savings
(off peak used, lithium ion fleet charge time set with the CCDT Bluetooth dongle)

Lithium Estimated Electricity cost per car per month: \$266.24
 Vs.
FLA Electricity Cost Per Month \$873.60 + Staff + Watering Batteries + Rotating Fleets



MANAGE YOUR COURSE FROM THE COURSE, NOT AN OFFICE

Get a clear view of operations from your laptop or mobile device

Fleet Maintenance

Don't wait for a call that a car is down. With real-time reporting, you'll know when a car needs a charge, has a service issue, or is being driven into a restricted area—before it becomes an emergency.

Operations

Cars with Visage can be placed under speed controls, regulated to cart paths, and monitored to ensure proper pace of play.

Car Tracking

Check on the real-time position of vehicles and equipment, find any car, and view drive history to ensure your investment is safe at all times.

Communications

Free up staff by sending weather alerts and other course information directly to cars.

Food & Beverage Sales

Target golfers on the course with daily and seasonal specials and allow them to place orders from anywhere.

Tournaments

Increase golfer engagement and interactions at tournament time by using Visage to display leaderboards and pro shop promotions.

Courses using Visage have enjoyed business-changing benefits—and with Shark Experience now available, the potential to attract and engage even more golfers is limitless.



First-class golf experience

The software increases golfer engagement and enjoyment for a memorable game.

Designed for golf course demands

Visage with Shark Experience is specific to golf and its unique opportunities.

Course management from anywhere

Web-based tools give you the freedom to monitor your course far from the office.

Modern hardware, seamless integration

With the Shark Experience, a 10" HD touchscreen will be included in every 2018 electric Tempo in your fleet.

"Visage has definitely provided us with an efficient and cost-effective way to offer our guests a better experience than the competition."

— Jonathan Schoenfeld, Head Pro
Stonewall Golf Club

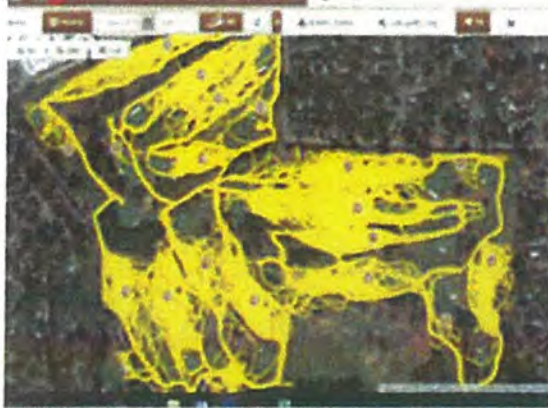


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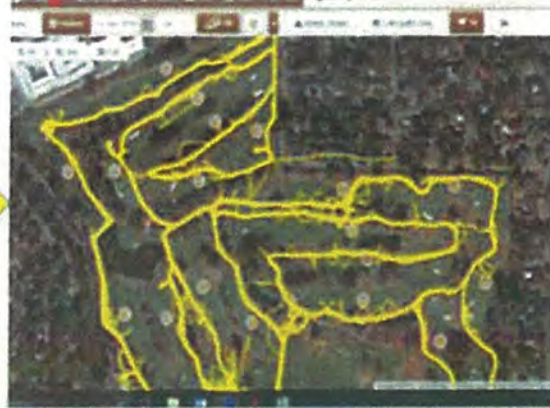
Golfer Experience	Car Tracking	Car Control	Standard Connectivity	Add-Ons
<ul style="list-style-type: none"> Hole Overviews Touch screen for distance Dynamic distances to pins and POIs Tee shot distance Blind tee shot / car ahead Pin placement manager Food & Beverage 	<ul style="list-style-type: none"> Real time vehicle position Pace of Play tracking & reporting Vehicle tracks (bread crumbs) Find car Real time messaging Fleet rotation Vehicle drive history 	<ul style="list-style-type: none"> Action zone Variable Speed Control Action zone messaging On-screen Action zone visibility for golfers Fleet lock down Geofence Cart path only Anti-tamper Set vehicle top speed Notifications Vehicle drive history 	<ul style="list-style-type: none"> Battery status indicator Vehicle "On charge" status Service notifications Fault codes; charge failures One-Way Messaging club promos; weather) Odometer + Amp Hours Electronic Information holder 	<ul style="list-style-type: none"> Tournament Connect Golf Genius Vision Perfect (ViPer) 3D Hole Flyovers AdMan Pro

ViSAGE

Car Tracking showing car history without Car Control



Car Tracking showing car history after Car Control is implemented



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Tempo "LITHIUM" Fleet Proposal - LEASE

To: Incline Village GC - Championship
955 Fairway Drive - Incline Village, NV 89451

Date: September 15, 2021

Quantity	Description	Unit Price	Extension
80	2022 Club Car TEMPO – LITHIUM	\$7,017.00	\$561,360.00
	Visage 10.1" Screen (Through Rental Program)	Included	Included
	AC Drive System w/ E.R.I.C. Automatic Charger	Included	Included
	Lithium Battery Configuration	Included	Included
	LED Battery Indicator	Included	Included
	Dupont Surlyn® Body: Sapphire Blue	Included	Included
	MonsoonTop™: Black	Included	Included
	Premium Seat: Choice Color	Included	Included
	Sweater Basket	Included	Included
	Tow Package	Included	Included
	Sand Bottle (2 each)	Included	Included
	Soft-grip Steering Wheel	Included	Included
	Split Windshield	Included	Included
	CaddyMaster Cooler	Included	Included
	Custom Logo	Included	Included
	Information Holder	Included	Included
	USB (Dual Port)	Included	Included
	Freight from Augusta	Included	Included
	Sub-Total:	\$7,017.00	\$561,360.00
	Less Trades: (80) 2017 Club Car Ele	(\$2,050.00)	(\$164,000.00)
		\$4,967.00	\$397,360.00
Terms	F.O.B.	Delivery Date	Shipped Via
TBD	Incline Village, Nevada	May 2022	Club Car Truck

Prices quoted are those in effect at the time of quotation and are guaranteed subject to acceptance within 1 year. All credit terms must be approved by CLUB CAR, LLC prior to delivery. Tax Exempt. The lease rates are quoted herein and are subject to IRFS's normal credit approval. After 90 days should interest rates fluctuate, the quoted rates will be adjusted accordingly.

Club Car Fleet - Capital Lease - 2.85%

Term	Quantity	Unit Price	Extension
48 Month - \$1 out	80 cars	\$109.59*	\$8,767.20*
48 Month - \$3,250 Balloon	80 cars	\$45.76*	\$3,660.80*

Visage Technology - RENTAL

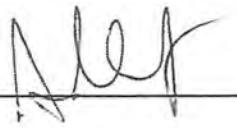
Term	Quantity	Unit Price	Extension
48 Month – Visage (Car Control/Tracking; Golf Experience)	80 cars	\$42.00*	\$3,360.00*

*Tax Exempt

Accepted By:
Incline Village GC

Club Car, LLC

By: _____

By: Allen Lee 

Title: _____

Title: Territory Manager

Date: _____

Date: 9-15-21

This proposal shall expire thirty days from its date, unless Club Car, LLC agrees to extend the time frame. In consideration of receipt of this proposal, Incline Village GC agrees that it will hold its contents in confidence and will not disclose, use or copy the same in whole or in part for any purpose other than to evaluate this proposal.

Tempo "LITHIUM" Fleet Proposal - PURCHASE

To: Incline Village GC - Championship
955 Fairway Drive - Incline Village, NV 89451

Date: September 15, 2021

Quantity	Description	Unit Price	Extension
80	2022 Club Car TEMPO – LITHIUM	\$7,017.00	\$561,360.00
80	Visage 10.1" Screen	\$1,700.00	\$13,600.00
	AC Drive System w/ E.R.I.C. Automatic Charger	Included	Included
	Lithium Battery Configuration	Included	Included
	LED Battery Indicator	Included	Included
	Dupont Surlyn® Body: Sapphire Blue	Included	Included
	MonsoonTop™: Black	Included	Included
	Premium Seat: Choice Color	Included	Included
	Sweater Basket	Included	Included
	Tow Package	Included	Included
	Sand Bottle (2 each)	Included	Included
	Soft-grip Steering Wheel	Included	Included
	Split Windshield	Included	Included
	CaddyMaster Cooler	Included	Included
	Custom Logo	Included	Included
	Information Holder	Included	Included
	USB (Dual Port)	Included	Included
	Freight from Augusta	\$8,717.00	\$697,360.00
	Sub-Total:	<u>(\$2,050.00)</u>	<u>(\$164,000.00)</u>
	Less Trades: (80) 2017 Club Car Ele	\$6,667.00	\$533,360.00
Terms	F.O.B.	Delivery Date	Shipped Via
TBD	Incline Village, Nevada	May 2022	Club Car Truck

Prices quoted are those in effect at the time of quotation and are guaranteed subject to acceptance within 1 year. All credit terms must be approved by CLUB CAR, LLC prior to delivery. Sales Tax Not Included. Customer is to submit required credit information for credit approval.

Accepted By:
Incline Village GC

By: _____

Title: _____

Date: _____

Club Car, LLC

By: Allen Lee 

Title: Territory Manager

Date: 9-15-21

This proposal shall expire thirty days from its date, unless Club Car, LLC agrees to extend the time frame. In consideration of receipt of this proposal, Incline Village GC agrees that it will hold its contents in confidence and will not disclose, use or copy the same in whole or in part for any purpose other than to evaluate this proposal.

Tempo "Lead Acid" Fleet Proposal - LEASE

To: Incline Village GC - Championship
955 Fairway Drive - Incline Village, NV 89451

Date: September 15, 2021

Quantity	Description	Unit Price	Extension
80	2022 Club Car TEMPO	\$5,299.50	\$423,960.00
	Visage 10.1 Screen (Through Rental Program)	Included	Included
	48-v Excel Drive System w/ E.R.I.C. Automatic Charger	Included	Included
	TROJAN T875 Battery Configuration	Included	Included
	Dupont Surlyn® Body: Sapphire Blue	Included	Included
	MonsoonTop™: Black	Included	Included
	Premium Seat: Choice Color	Included	Included
	Sweater Basket	Included	Included
	Battery Indicator	Included	Indicator
	Tow Package	Included	Included
	Sand Bottle (2 each)	Included	Included
	Soft-grip Steering Wheel	Included	Included
	Split Windshield	Included	Included
	CaddyMaster Cooler	Included	Included
	Custom Logo	Included	Included
	Information Holder	Included	Included
	Single-Point Watering System	Included	Included
	USB (Dual Port)	Included	Included
	Freight from Augusta	<u>Included</u>	<u>Included</u>
	Sub-Total:	\$5,299.50	\$423,960.00
	Less Trades: (80) 2017 Club Car Ele	<u>(\$2,050.00)</u>	<u>(\$164,000.00)</u>
		3,249.50	\$259,960.00
Terms	F.O.B.	Delivery Date	Shipped Via
TBD	Incline Village, Nevada	May 2022	Club Car Truck

Prices quoted are those in effect at the time of quotation and are guaranteed subject to acceptance within 1 year. All credit terms must be approved by CLUB CAR, LLC prior to delivery. Tax Exempt. The lease rates are quoted herein and are subject to IRFS's normal credit approval. After 90 days should interest rates fluctuate, the quoted rates will be adjusted accordingly.

Golf Fleet Capital Lease - 2.85%

Term	Quantity	Unit Price	Extension
48 Month - \$1 out	80 cars	\$71.69*	\$5,735.20*
48 Month - \$1,575 Balloon	80 cars	\$40.77*	\$3,261.60*

Visage Technology - RENTAL

Term	Quantity	Unit Price	Extension
48 Month - Visage (Car Control/Tracking; Golf Experience)	80 cars	\$42.00*	\$3,360.00*

*Tax Exempt

Accepted By:
Incline Village GC

Club Car, LLC

By: _____

By: Allen Lee 

Title: _____

Title: Territory Manager

Date: _____

Date: 9-15-21

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Tempo "Lead Acid" Fleet Proposal - PURCHASE

To: Incline Village GC - Championship
955 Fairway Drive - Incline Village, NV 89451

Date: September 15, 2021

Quantity	Description	Unit Price	Extension
80	2022 Club Car TEMPO	\$5,299.50	\$423,960.00
	Visage 10.1" Screen	\$1,700.00	\$13,600.00
	48-v Excel Drive System w/ E.R.I.C. Automatic Charger	Included	Included
	TROJAN T875 Battery Configuration	Included	Included
	Dupont Surlyn® Body: Sapphire Blue	Included	Included
	MonsoonTop™: Black	Included	Included
	Premium Seat: Choice Color	Included	Included
	Sweater Basket	Included	Included
	Battery Indicator	Included	Included
	Tow Package	Included	Included
	Sand Bottle (2 each)	Included	Included
	Soft-grip Steering Wheel	Included	Included
	Split Windshield	Included	Included
	CaddyMaster Cooler	Included	Included
	Custom Logo	Included	Included
	Information Holder	Included	Included
	Single-Point Watering System	Included	Included
	USB (Dual Port)	Included	Included
	Freight from Augusta	<u>Included</u>	<u>Included</u>
	Sub-Total:	\$6,999.50	\$559,960.00
	Less Trades: (80) 2017 Club Car Ele	<u>(\$2,050.00)</u>	<u>(\$100,000.00)</u>
		\$4,800.50 \$4,949.50	\$204,000.00 \$395,960.00
Terms	F.O.B.	Delivery Date	Shipped Via
TBD	Incline Village, Nevada	May 2022	Club Car Truck

Prices quoted are those in effect at the time of quotation and are guaranteed subject to acceptance within 1 year. All credit terms must be approved by CLUB CAR, LLC prior to delivery. **Sales Tax Not Included.** Customer is to submit required credit information for credit approval.

Accepted By:
Incline Village GC

By: _____

Title: _____

Date: _____

Club Car, LLC

By: Allen Lee 

Title: Territory Manager

Date: 9-15-21

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Trade Valuation

To: Incline Village GC - Championship
955 Fairway Drive - Incline Village, NV 89451

Date: September 15, 2021

Model Year	Quantity	Unit Price	Extension
2017 Club Car Ele w/Visage	80 cars	\$2,050.00	\$164,000.00

1. All trade-ins must be in fleet running condition, with operating chargers if electric, and canopy tops. Any cars not running or damaged will be reduced in value accordingly.
2. Club Car, LLC will remove the canopy tops from trade-ins to make them ready for transport at no cost to the club.
3. All trade-ins must be free and clear of any liens and encumbrances.

Accepted By:
Incline Village GC

By: _____

Title: _____

Date: _____

Club Car, LLC

By: Allen Lee 

Title: Territory Manager

Date: 9-15-21

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Warranties and Special Considerations

Warranty

Club Car, Inc.'s sole warranty will be its standard warranty for golf cars, Club Car Limited Lifetime Warranty for 2022 Fleet Golf Cars in the United States and Canada, as attached hereto. Club Car warrants that the goods are fit for the purpose only to the extent stated in the attached warranty and owner's manuals accompanying the vehicle.

Special Considerations

Club Car, LLC includes the following with the lease/purchase of (80) new 2022 Club Car Tempo golf cars:



Club Car will provide **Incline Village GC** with the following parts package

- Five (5) Tow Bars
- Ten (10) Spare Wheel/Tire Assembly
- Five (5) CaddyMaster Cooler's
- Two (2) Diagnostic Tools
- Ten (10) Logo's
- One (1) Service & Parts Manuals

Accepted By:
Incline Village GC

By: _____

Title: _____

Date: _____

Club Car, LLC

By: Allen Lee 

Title: Territory Manager

Date: 9-15-21

REPLACEMENT PARTS AND SERVICE

Factory authorized replacement parts; service and warranty work is handled through the local, Club Car authorized dealer &/or factory trained technician. It is Club Car's objective that **Incline Village GC's** fleet will receive professional, timely and systematic service

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CLUB CAR® LIMITED WARRANTY FOR TEMPO VEHICLES

WARRANTY: CLUB CAR, LLC ("CLUB CAR") hereby warrants to the Original Purchaser or Lessee, as those terms are defined herein, and subject to the provisions, limitations and exclusions in this limited warranty, that its new vehicle or new component purchased from CLUB CAR or an Authorized Dealer or Distributor shall be free from defects in material and workmanship under normal use and service for the periods stated below, subject to the provisions, limitations and exclusions in this limited warranty.

This limited warranty covers material, workmanship and repair labor cost as to those items specifically listed below for the periods specified. Such repair labor shall be performed only by CLUB CAR, its Authorized Dealers or Distributors, or a service agency approved by CLUB CAR. For repairs made by qualified technicians other than CLUB CAR's factory technicians or an Authorized Dealer or Distributor, CLUB CAR will provide only the replacement parts or components.

IF THE WARRANTY REGISTRATION FORM IS NOT COMPLETED AND RETURNED TO CLUB CAR AT THE TIME OF THE ORIGINAL RETAIL SALE, PURCHASER MUST PROVIDE PROOF OF DATE OF PURCHASE WITH ANY WARRANTY CLAIM.

	Tempo	Tempo Lithium	V4
VEHICLE MAIN FRAME	LIMITED LIFETIME		
SUSPENSION: Steering gearbox, steering column, shocks, and leaf springs.	4	4	4
LITHIUM-ION BATTERY: Additional restrictions apply	5	5	5
DEEP CYCLE BATTERY: 25,000 amp hours as recorded by the controller, or four years, whichever occurs first, for vehicles properly maintained using an authorized deionizer system. Otherwise, 20,000 amp hours or four years, whichever occurs first.	4	4	4
PEDAL GROUP: Pedal group mechanical assembly, brake cluster assemblies, and brake cables.	4	4	4
SEATS: Seat bottom, seat back, and armrests.	4	4	4
CANOPY SYSTEM: Canopy, rear canopy supports, drainage system and Structural Accessory Module (SAM).	4	4	4
BODY GROUP: Beauty panels, and front and rear underbody.	3	3	3
ALL REMAINING COMPONENTS: Solenoid, GCOR, limit switches, voltage regulator, F&R switch, and options and accessories supplied by CLUB CAR, including components not specified otherwise.	2	2	2

EXCLUSIONS: Excluded from any CLUB CAR warranty is damage to a vehicle or component resulting from a cause other than a defect including poor maintenance, neglect, abuse, accident and collision, maintenance adjustments, unreasonable or unintended strain or use, improper installation of accessories (such as connecting any accessories to less than the full pack of batteries), installation of parts or accessories that are not original equipment including non-approved GPS systems, non-approved alteration and acts of God. Also excluded from any CLUB CAR warranty are all fuses, filters, decals (except safety decals), lubricants, routine wear items such as the charger plug and receptacle, engine mounts, mats, pads, spark plugs, light bulbs, brake shoes, belts, brushes, bushings, drive buttons, cosmetic deterioration, and items that deteriorate, fade or fail due to exposure or ordinary wear and tear.

The provisions of this limited warranty shall not apply to failure due to the following conditions:

1. Batteries
 - 1.1 Improper charging of a vehicle due to the use of a battery charger model not approved by Club Car for use with the vehicle.
 - 1.2 Use of water in batteries, including tap water that contains impurities. Distilled water or a properly maintained, Club Car approved battery water deionizer and filter system should be used to ensure water quality.
 - 1.3 Abuse such as overcharging, undercharging, improper fluid levels, loose wiring and fasteners, or rusted or corroded hardware.
 - 1.4 Use of energy management systems that do not allow a minimum of 12 hours of charge time to assure proper charging.
 - 1.5 Use of any accessories that do not draw power off the complete 48V pack.
 - 1.6 Neglect, breakage, freezing, fire, explosion, wreckage, melted terminal posts, the addition of any chemical, or the operation of the battery in an uncharged condition (below half charge 1.200 specific gravity); the installation of the batteries in reverse or recharging in reverse, breakage of containers, covers, or terminal post, or batteries used in applications for which they were not designed.
 - 1.7 A battery damaged by a defective charger or batteries in vehicles that do not receive proper charging.
 - 1.8 A vehicle not having an operational charger on a circuit that has the parameters specified in the vehicle owner's manual (the number of operational chargers must equal the number of operational vehicles), or use of an unapproved algorithm.
2. Lack of proper maintenance such as preventive maintenance checks, proper rotation of vehicles in a fleet application, maintaining proper tire pressure and alignment and tightening loose wire connections as outlined in the owner's manual.
3. Damages caused by improper installation of the component.

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4. Failed semiconductor parts such diodes and fuses that are vulnerable to electrical overloads (including lightning) beyond the control of CLUB CAR.
5. Damaged charger AC and DC cord set with plug, which is a wear item and subject to user abuse.
6. Use of gasoline containing more than 10% ethanol. Transportation expenses for warranty services are also excluded from this warranty.

Without limiting the generality of the foregoing in any way, and as part of its limited warranty exclusion, CLUB CAR does not warrant that its vehicle or components such as batteries, computer, controller or electrical device are suitable for use in any application other than in its products. As in the use of any vehicle, batteries, computer, controller or electrical device, a prudent owner will read and study the owner's manual, the operator instructions and the warning labels; and will exercise due care in working on or around vehicles, batteries or electrical devices.

Transportation expenses for warranty services are also excluded from this warranty.

VOIDING OF WARRANTY: THIS AND ANY OTHER WARRANTY SHALL BE VOID IF THE VEHICLE OR COMPONENT IS ABUSED OR USED IN AN UNINTENDED MANNER OR SHOWS INDICATIONS THAT IT HAS BEEN ALTERED IN ANY WAY, INCLUDING, BUT NOT LIMITED TO, MODIFICATION OF THE SPEED GOVERNOR, BRAKING SYSTEM, STEERING, TRANSAXLE, OR OTHER OPERATING SYSTEMS OF THE CAR TO CAUSE IT TO PERFORM OUTSIDE CLUB CAR SPECIFICATIONS. THE WARRANTY IS LIKEWISE VOID IF THE VEHICLE SHOWS INDICATIONS THAT REASONABLE OR NECESSARY MAINTENANCE AS OUTLINED IN THE OWNER'S MANUAL AND MAINTENANCE AND SERVICE MANUAL WAS NOT PERFORMED AT THE TIME AND IN THE MANNER SPECIFIED IN SUCH MANUALS.

SOLE REMEDY: CLUB CAR's liability under this limited warranty or in any action whether based upon warranty, contract, negligence, strict product liability or otherwise, shall be the repair or replacement, at CLUB CAR's option, of the vehicle or component thereof that CLUB CAR deems to be defective. Replacement shall mean furnishing, during the applicable limited warranty period, a new vehicle or factory-reconditioned vehicle or component thereof that is identical or reasonably equivalent to the warranted product or component at no cost to the purchaser. Repair shall mean remedying a defect in the vehicle or component thereof at no cost to the purchaser during the applicable limited warranty period. CLUB CAR reserves the right to test and recharge any component returned for adjustment. If CLUB CAR elects to repair the vehicle or component, it may provide factory-reconditioned parts or components. All parts and components replaced under warranty shall become the property of CLUB CAR.

DISCLAIMER: THIS LIMITED WARRANTY IS EXCLUSIVE. CLUB CAR MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY CLUB CAR AND EXCLUDED FROM THIS WARRANTY. THE PURCHASER AND CLUB CAR EXPRESSLY AGREE THAT THE SOLE REMEDY OF THE REPLACEMENT OR REPAIR OF THE DEFECTIVE VEHICLE OR COMPONENT THEREOF IS THE SOLE REMEDY OF THE PURCHASER. CLUB CAR MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, AND NO REPRESENTATIVE, EMPLOYEE, DISTRIBUTOR OR DEALER OF CLUB CAR HAS THE AUTHORITY TO MAKE OR IMPLY ANY REPRESENTATION, PROMISE OR AGREEMENT, WHICH IN ANY WAY VARIES THE TERMS OF THIS WARRANTY.

In the event that another pre-printed warranty document, certificate or both offered by or through Club Car at the time of sale of this vehicle (each an "Additional Warranty Document") is deemed to conflict with the limitations or exclusions contained herein, the limitations and exclusions contained herein shall continue to apply to both this limited warranty statement and, to the maximum extent permitted by law, to each Additional Warranty Document.

NO CONSEQUENTIAL DAMAGES: IN NO EVENT SHALL CLUB CAR BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS RELATED TO PROPERTY OTHER THAN THE VEHICLE, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, OR ANY OTHER ECONOMIC LOSS.

Some states allow neither limitation on the duration of an implied warranty nor exclusions or limitation of incidental or consequential damages. Therefore, the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

HOW TO MAKE A WARRANTY CLAIM: To make a warranty claim under this limited warranty, you must present the vehicle or defective component with evidence of proof of purchase date and number of amp hours (if applicable) to an authorized CLUB CAR dealer.

For warranty-related communication, contact Warranty Services, Club Car, 4125 Washington Rd., Evans, GA 30809, USA, 706.863.3000.

WARNING: Any modification or change to the vehicle that affects the electrical system, stability or handling of the vehicle, or increases maximum vehicle speed beyond factory specifications, could result in severe personal injury or death.

This proposal shall expire thirty days from its date, unless Club Car, LLC agrees to extend the time frame. In consideration of receipt of this proposal, Incline Village GC agrees that it will hold its contents in confidence and will not disclose, use or copy the same in whole or in part for any purpose other than to evaluate this proposal.

Incline Village - Tempo Lithium - \$1 out

Compound Period : Monthly

Nominal Annual Rate : 2.850 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	05/15/2022	4,967.00	1		
2 Payment	06/15/2022	109.59	48	Monthly	05/15/2026
3 Payment	06/15/2026	1.00	1		

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	05/15/2022				4,967.00
1	06/15/2022	109.59	11.80	97.79	4,869.21
2	07/15/2022	109.59	11.56	98.03	4,771.18
3	08/15/2022	109.59	11.33	98.26	4,672.92
4	09/15/2022	109.59	11.10	98.49	4,574.43
5	10/15/2022	109.59	10.86	98.73	4,475.70
6	11/15/2022	109.59	10.63	98.96	4,376.74
7	12/15/2022	109.59	10.39	99.20	4,277.54
2022 Totals		767.13	77.67	689.46	
8	01/15/2023	109.59	10.16	99.43	4,178.11
9	02/15/2023	109.59	9.92	99.67	4,078.44
10	03/15/2023	109.59	9.69	99.90	3,978.54
11	04/15/2023	109.59	9.45	100.14	3,878.40
12	05/15/2023	109.59	9.21	100.38	3,778.02
13	06/15/2023	109.59	8.97	100.62	3,677.40
14	07/15/2023	109.59	8.73	100.86	3,576.54
15	08/15/2023	109.59	8.49	101.10	3,475.44
16	09/15/2023	109.59	8.25	101.34	3,374.10
17	10/15/2023	109.59	8.01	101.58	3,272.52
18	11/15/2023	109.59	7.77	101.82	3,170.70
19	12/15/2023	109.59	7.53	102.06	3,068.64
2023 Totals		1,315.08	106.18	1,208.90	
20	01/15/2024	109.59	7.29	102.30	2,966.34
21	02/15/2024	109.59	7.05	102.54	2,863.80
22	03/15/2024	109.59	6.80	102.79	2,761.01
23	04/15/2024	109.59	6.56	103.03	2,657.98
24	05/15/2024	109.59	6.31	103.28	2,554.70
25	06/15/2024	109.59	6.07	103.52	2,451.18
26	07/15/2024	109.59	5.82	103.77	2,347.41
27	08/15/2024	109.59	5.58	104.01	2,243.40
28	09/15/2024	109.59	5.33	104.26	2,139.14
29	10/15/2024	109.59	5.08	104.51	2,034.63
30	11/15/2024	109.59	4.83	104.76	1,929.87

Incline Village - Tempo Lithium - \$1 out

Date	Payment	Interest	Principal	Balance
31 12/15/2024	109.59	4.58	105.01	1,824.86
2024 Totals	1,315.08	71.30	1,243.78	
32 01/15/2025	109.59	4.33	105.26	1,719.60
33 02/15/2025	109.59	4.08	105.51	1,614.09
34 03/15/2025	109.59	3.83	105.76	1,508.33
35 04/15/2025	109.59	3.58	106.01	1,402.32
36 05/15/2025	109.59	3.33	106.26	1,296.06
37 06/15/2025	109.59	3.08	106.51	1,189.55
38 07/15/2025	109.59	2.83	106.76	1,082.79
39 08/15/2025	109.59	2.57	107.02	975.77
40 09/15/2025	109.59	2.32	107.27	868.50
41 10/15/2025	109.59	2.06	107.53	760.97
42 11/15/2025	109.59	1.81	107.78	653.19
43 12/15/2025	109.59	1.55	108.04	545.15
2025 Totals	1,315.08	35.37	1,279.71	
44 01/15/2026	109.59	1.29	108.30	436.85
45 02/15/2026	109.59	1.04	108.55	328.30
46 03/15/2026	109.59	0.78	108.81	219.49
47 04/15/2026	109.59	0.52	109.07	110.42
48 05/15/2026	109.59	0.26	109.33	1.09
49 06/15/2026	1.00	0.09-	1.09	0.00
2026 Totals	548.95	3.80	545.15	
Grand Totals	5,261.32	294.32	4,967.00	

Incline Village - Tempo Lithium - \$3250 Balloon

Compound Period : Monthly

Nominal Annual Rate : 2.850 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	05/15/2022	4,967.00	1		
2 Payment	06/15/2022	45.76	48	Monthly	05/15/2026
3 Payment	06/15/2026	3,250.00	1		

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	05/15/2022				4,967.00
1	06/15/2022	45.76	11.80	33.96	4,933.04
2	07/15/2022	45.76	11.72	34.04	4,899.00
3	08/15/2022	45.76	11.64	34.12	4,864.88
4	09/15/2022	45.76	11.55	34.21	4,830.67
5	10/15/2022	45.76	11.47	34.29	4,796.38
6	11/15/2022	45.76	11.39	34.37	4,762.01
7	12/15/2022	45.76	11.31	34.45	4,727.56
2022 Totals		320.32	80.88	239.44	
8	01/15/2023	45.76	11.23	34.53	4,693.03
9	02/15/2023	45.76	11.15	34.61	4,658.42
10	03/15/2023	45.76	11.06	34.70	4,623.72
11	04/15/2023	45.76	10.98	34.78	4,588.94
12	05/15/2023	45.76	10.90	34.86	4,554.08
13	06/15/2023	45.76	10.82	34.94	4,519.14
14	07/15/2023	45.76	10.73	35.03	4,484.11
15	08/15/2023	45.76	10.65	35.11	4,449.00
16	09/15/2023	45.76	10.57	35.19	4,413.81
17	10/15/2023	45.76	10.48	35.28	4,378.53
18	11/15/2023	45.76	10.40	35.36	4,343.17
19	12/15/2023	45.76	10.32	35.44	4,307.73
2023 Totals		549.12	129.29	419.83	
20	01/15/2024	45.76	10.23	35.53	4,272.20
21	02/15/2024	45.76	10.15	35.61	4,236.59
22	03/15/2024	45.76	10.06	35.70	4,200.89
23	04/15/2024	45.76	9.98	35.78	4,165.11
24	05/15/2024	45.76	9.89	35.87	4,129.24
25	06/15/2024	45.76	9.81	35.95	4,093.29
26	07/15/2024	45.76	9.72	36.04	4,057.25
27	08/15/2024	45.76	9.64	36.12	4,021.13
28	09/15/2024	45.76	9.55	36.21	3,984.92
29	10/15/2024	45.76	9.46	36.30	3,948.62
30	11/15/2024	45.76	9.38	36.38	3,912.24

Incline Village - Tempo Lithium - \$3250 Balloon

Date	Payment	Interest	Principal	Balance
31 12/15/2024	45.76	9.29	36.47	3,875.77
2024 Totals	549.12	117.16	431.96	
32 01/15/2025	45.76	9.20	36.56	3,839.21
33 02/15/2025	45.76	9.12	36.64	3,802.57
34 03/15/2025	45.76	9.03	36.73	3,765.84
35 04/15/2025	45.76	8.94	36.82	3,729.02
36 05/15/2025	45.76	8.86	36.90	3,692.12
37 06/15/2025	45.76	8.77	36.99	3,655.13
38 07/15/2025	45.76	8.68	37.08	3,618.05
39 08/15/2025	45.76	8.59	37.17	3,580.88
40 09/15/2025	45.76	8.50	37.26	3,543.62
41 10/15/2025	45.76	8.42	37.34	3,506.28
42 11/15/2025	45.76	8.33	37.43	3,468.85
43 12/15/2025	45.76	8.24	37.52	3,431.33
2025 Totals	549.12	104.68	444.44	
44 01/15/2026	45.76	8.15	37.61	3,393.72
45 02/15/2026	45.76	8.06	37.70	3,356.02
46 03/15/2026	45.76	7.97	37.79	3,318.23
47 04/15/2026	45.76	7.88	37.88	3,280.35
48 05/15/2026	45.76	7.79	37.97	3,242.38
49 06/15/2026	3,250.00	7.62	3,242.38	0.00
2026 Totals	3,478.80	47.47	3,431.33	
Grand Totals	5,446.48	479.48	4,967.00	

Incline Village - Tempo FLA - \$1 out

Compound Period : Monthly

Nominal Annual Rate : 2.850 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	05/15/2022	3,249.50	1		
2 Payment	06/15/2022	71.69	48	Monthly	05/15/2026
3 Payment	06/15/2026	1.00	1		

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	05/15/2022				3,249.50
1	06/15/2022	71.69	7.72	63.97	3,185.53
2	07/15/2022	71.69	7.57	64.12	3,121.41
3	08/15/2022	71.69	7.41	64.28	3,057.13
4	09/15/2022	71.69	7.26	64.43	2,992.70
5	10/15/2022	71.69	7.11	64.58	2,928.12
6	11/15/2022	71.69	6.95	64.74	2,863.38
7	12/15/2022	71.69	6.80	64.89	2,798.49
2022 Totals		501.83	50.82	451.01	
8	01/15/2023	71.69	6.65	65.04	2,733.45
9	02/15/2023	71.69	6.49	65.20	2,668.25
10	03/15/2023	71.69	6.34	65.35	2,602.90
11	04/15/2023	71.69	6.18	65.51	2,537.39
12	05/15/2023	71.69	6.03	65.66	2,471.73
13	06/15/2023	71.69	5.87	65.82	2,405.91
14	07/15/2023	71.69	5.71	65.98	2,339.93
15	08/15/2023	71.69	5.56	66.13	2,273.80
16	09/15/2023	71.69	5.40	66.29	2,207.51
17	10/15/2023	71.69	5.24	66.45	2,141.06
18	11/15/2023	71.69	5.09	66.60	2,074.46
19	12/15/2023	71.69	4.93	66.76	2,007.70
2023 Totals		860.28	69.49	790.79	
20	01/15/2024	71.69	4.77	66.92	1,940.78
21	02/15/2024	71.69	4.61	67.08	1,873.70
22	03/15/2024	71.69	4.45	67.24	1,806.46
23	04/15/2024	71.69	4.29	67.40	1,739.06
24	05/15/2024	71.69	4.13	67.56	1,671.50
25	06/15/2024	71.69	3.97	67.72	1,603.78
26	07/15/2024	71.69	3.81	67.88	1,535.90
27	08/15/2024	71.69	3.65	68.04	1,467.86
28	09/15/2024	71.69	3.49	68.20	1,399.66
29	10/15/2024	71.69	3.32	68.37	1,331.29
30	11/15/2024	71.69	3.16	68.53	1,262.76

Incline Village - Tempo FLA - \$1 out

Date	Payment	Interest	Principal	Balance
31 12/15/2024	71.69	3.00	68.69	1,194.07
2024 Totals	860.28	46.65	813.63	
32 01/15/2025	71.69	2.84	68.85	1,125.22
33 02/15/2025	71.69	2.67	69.02	1,056.20
34 03/15/2025	71.69	2.51	69.18	987.02
35 04/15/2025	71.69	2.34	69.35	917.67
36 05/15/2025	71.69	2.18	69.51	848.16
37 06/15/2025	71.69	2.01	69.68	778.48
38 07/15/2025	71.69	1.85	69.84	708.64
39 08/15/2025	71.69	1.68	70.01	638.63
40 09/15/2025	71.69	1.52	70.17	568.46
41 10/15/2025	71.69	1.35	70.34	498.12
42 11/15/2025	71.69	1.18	70.51	427.61
43 12/15/2025	71.69	1.02	70.67	356.94
2025 Totals	860.28	23.15	837.13	
44 01/15/2026	71.69	0.85	70.84	286.10
45 02/15/2026	71.69	0.68	71.01	215.09
46 03/15/2026	71.69	0.51	71.18	143.91
47 04/15/2026	71.69	0.34	71.35	72.56
48 05/15/2026	71.69	0.17	71.52	1.04
49 06/15/2026	1.00	0.04-	1.04	0.00
2026 Totals	359.45	2.51	356.94	
Grand Totals	3,442.12	192.62	3,249.50	

Incline Village - Tempo FLA - \$1575 Balloon

Compound Period : Monthly

Nominal Annual Rate : 2.850 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	05/15/2022	3,249.50	1		
2 Payment	06/15/2022	40.77	48	Monthly	05/15/2026
3 Payment	06/15/2026	1,575.00	1		

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	05/15/2022				3,249.50
1	06/15/2022	40.77	7.72	33.05	3,216.45
2	07/15/2022	40.77	7.64	33.13	3,183.32
3	08/15/2022	40.77	7.56	33.21	3,150.11
4	09/15/2022	40.77	7.48	33.29	3,116.82
5	10/15/2022	40.77	7.40	33.37	3,083.45
6	11/15/2022	40.77	7.32	33.45	3,050.00
7	12/15/2022	40.77	7.24	33.53	3,016.47
2022 Totals		285.39	52.36	233.03	
8	01/15/2023	40.77	7.16	33.61	2,982.86
9	02/15/2023	40.77	7.08	33.69	2,949.17
10	03/15/2023	40.77	7.00	33.77	2,915.40
11	04/15/2023	40.77	6.92	33.85	2,881.55
12	05/15/2023	40.77	6.84	33.93	2,847.62
13	06/15/2023	40.77	6.76	34.01	2,813.61
14	07/15/2023	40.77	6.68	34.09	2,779.52
15	08/15/2023	40.77	6.60	34.17	2,745.35
16	09/15/2023	40.77	6.52	34.25	2,711.10
17	10/15/2023	40.77	6.44	34.33	2,676.77
18	11/15/2023	40.77	6.36	34.41	2,642.36
19	12/15/2023	40.77	6.28	34.49	2,607.87
2023 Totals		489.24	80.64	408.60	
20	01/15/2024	40.77	6.19	34.58	2,573.29
21	02/15/2024	40.77	6.11	34.66	2,538.63
22	03/15/2024	40.77	6.03	34.74	2,503.89
23	04/15/2024	40.77	5.95	34.82	2,469.07
24	05/15/2024	40.77	5.86	34.91	2,434.16
25	06/15/2024	40.77	5.78	34.99	2,399.17
26	07/15/2024	40.77	5.70	35.07	2,364.10
27	08/15/2024	40.77	5.61	35.16	2,328.94
28	09/15/2024	40.77	5.53	35.24	2,293.70
29	10/15/2024	40.77	5.45	35.32	2,258.38
30	11/15/2024	40.77	5.36	35.41	2,222.97

Incline Village - Tempo FLA - \$1575 Balloon

Date	Payment	Interest	Principal	Balance
31 12/15/2024	40.77	5.28	35.49	2,187.48
2024 Totals	489.24	68.85	420.39	
32 01/15/2025	40.77	5.20	35.57	2,151.91
33 02/15/2025	40.77	5.11	35.66	2,116.25
34 03/15/2025	40.77	5.03	35.74	2,080.51
35 04/15/2025	40.77	4.94	35.83	2,044.68
36 05/15/2025	40.77	4.86	35.91	2,008.77
37 06/15/2025	40.77	4.77	36.00	1,972.77
38 07/15/2025	40.77	4.69	36.08	1,936.69
39 08/15/2025	40.77	4.60	36.17	1,900.52
40 09/15/2025	40.77	4.51	36.26	1,864.26
41 10/15/2025	40.77	4.43	36.34	1,827.92
42 11/15/2025	40.77	4.34	36.43	1,791.49
43 12/15/2025	40.77	4.25	36.52	1,754.97
2025 Totals	489.24	56.73	432.51	
44 01/15/2026	40.77	4.17	36.60	1,718.37
45 02/15/2026	40.77	4.08	36.69	1,681.68
46 03/15/2026	40.77	3.99	36.78	1,644.90
47 04/15/2026	40.77	3.91	36.86	1,608.04
48 05/15/2026	40.77	3.82	36.95	1,571.09
49 06/15/2026	1,575.00	3.91	1,571.09	0.00
2026 Totals	1,778.85	23.88	1,754.97	
Grand Totals	3,531.96	282.46	3,249.50	



SECTION 6 – PROPOSAL FORM

The undersigned Bidder shall provide eighty (80) new electric golf carts for the Championship Golf Course meeting the attached specifications.

Price should be stated in both numbers and in words in the spaces provided on this form. Discrepancies in the multiplication of unit prices and total price will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Provide a minimum quantity required for additional orders.

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

PURCHASE PRICE PROPOSAL – Standard Acid Batteries				
Description	Quantity	Unit Price	Total Price	Minimum Additional Order Quantity
Electric Golf Carts Purchase	80	\$ 3249 ⁵⁰	\$ 259,960 ⁻	
TOTAL BID IN WORDS:		TWO HUNDRED SIXTY NINE THOUSAND NINE HUNDRED SIXTY		

PURCHASE PRICE PROPOSAL – Lithium Batteries				
Description	Quantity	Unit Price	Total Price	Minimum Additional Order Quantity
Electric Golf Carts Purchase	80	\$ 4967 ⁻	\$ 397,360 ⁻	
TOTAL BID IN WORDS:		THREE HUNDRED NINETY SEVEN THOUSAND THREE HUNDRED SIXTY		

Exceptions:

PURCHASE PRICE - VISAGE GPS
 80 - \$1700 EACH - TOTAL \$13,600⁻
 TOTAL BID IN WORDS: THIRTEEN THOUSAND SIX HUNDRED



Exceptions, continued:

Multiple horizontal lines for handwritten notes.

Attach additional sheet if necessary.

Firm Name: CLUB CAR
Signature of Bidder: Allen Lee
Date: 9-15-21
Title: TERRITORY MANAGER
Phone: 530-624-1106 Email: allen_lee@clubcar.com

SECTION 7 - DISCLOSURE OF PRINCIPALS

PRINT OR TYPE:

Firm Name: CLUB CAR
Address: 4125 WASHINGTON ROAD
City, St, Zip: EVAN GA 30809
Date Business Started: 1956
Principal Address of Company: SAME



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

Name: MARK WAGNER Official Capacity: CEO/PRESIDENT
Address: 4125 WASHINGTON RD EVANS GA 30809

Name: JEFF TRYMINSKI Official Capacity: VICE PRESIDENT
Address: 4125 WASHINGTON RD EVANS GA 30809

Name: _____ Official Capacity: _____
Address: _____

SECTION 8 – LEASE AGENT

PRINT OR TYPE:

Firm Name: DLL
Address: 8001 BIRCHWOOD CT UNIT C
City, St, Zip: JOHNSTON, IOWA 50131
Date Business Started: 2009 (GOLF DIVISION)
Principal Address of Company: ~~FERRISVILLE~~ 1111 OLD EAGLE SCHOOL RD
WAYNE, PA 19087

END OF REQUEST FOR PROPOSALS

Championship Golf Course Cart Replacement Proposals

Purchase Options	EZ GO				CLUB CAR		
	Base	w/ GPS Package		Salvage Value	Base	w/ GPS Package	
		Pace 7EX	Pace 10EX			Visage 10.1	Salvage Value
Acid Batteries		N/A			\$ 395,960.00	\$ 395,960.00	Y
Lithium Batteries	\$ 459,484.80	\$ 588,332.00	\$ 605,461.60	Y	\$ 533,360.00	\$ 533,360.00	Y
48-Month Lease Term							
Acid Batteries		N/A			\$ 165,657.60	\$ 326,937.60	
Annual Cost					\$ 41,414.40	\$ 81,734.40	
Lithium Batteries	\$ 269,952.00	\$ 408,153.60	\$ 426,508.80		\$ 191,116.80	\$ 352,396.80	
Annual Cost	\$ 67,488.00	\$ 102,038.40	\$ 106,627.20		\$ 47,779.20	\$ 88,099.20	
60-Month Lease Term							
Acid Batteries		N/A			N/A		
Annual Cost							
Lithium Batteries	\$ 314,352.00	\$ 471,648.00	\$ 488,400.00		\$ 184,752.00	\$ 386,352.00	
Annual Cost	62,870.40	94,329.60	97,680.00		\$ 36,950.40	\$ 77,270.40	
48-Month Installment Purchase Lease Term							
Acid Batteries					\$ 275,289.60	\$ 436,649.60	Y
Annual Cost						\$ 109,162.40	
w/ Balloon Payment					\$ 282,556.80	\$ 443,836.80	Y
Annual Cost						\$ 110,959.20	
Lithium Batteries					\$ 420,825.60	\$ 582,185.60	Y
Annual Cost						\$ 145,546.40	
w/ Balloon Payment					\$ 435,718.40	\$ 596,998.40	Y
Annual Cost						\$ 149,249.60	
DEFERRAL OF GOLF CART REPLACEMENT FOR 1-YEAR Followed by 60 Month Lease (Lithium) - at CURRENT QUOTES							
Lithium Batteries		\$ 568,400.00				\$ 466,352.00	
Annual Cost		94,733.33				77,725.33	
DEFERRAL OF GOLF CART REPLACEMENT FOR 1-YEAR Followed by 60 Month Lease (Lithium) - Assumes 10% increase in Costs and 10% reuction in Trade-in							
Lithium Batteries		\$ 637,803.20				\$ 503,302.40	
Annual Cost		106,300.53				83,883.73	

Championship Golf Course Cart Replacement Proposals

			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	
			FY2022/23	FY2023/24	FY2024/25	FY 2025/26	FY2026/27	FY2027/28	Total Cost
Purchase Options - ACID Batteries									
EZ-GO									
Quantity	N/A								
Unit Price									
Trade-in value									
Net Purchase Price									
Future Trade In Value									
Net Cash Flow			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Club Car									
Quantity	80								
Unit Price	\$ 6,999.50	quote	\$ 559,960.00						
Trade-in value	\$ (2,050.00)	quote	\$ (164,000.00)						
Net Purchase Price	\$ 4,949.50		\$ 395,960.00						\$ 395,960.00
Future Trade In Value	\$ (2,099.85)	est.					\$ (167,988.00)		\$ (167,988.00)
Net Cash Flow			\$ 395,960.00	\$ -	\$ -	\$ -	\$ -	\$ (167,988.00)	\$ 227,972.00
									45,594.40
Purchase Options - Lithium Batteries									
EZ-GO									
Quantity	80								
Unit Price	\$ 9,743.27	quote	\$ 779,461.60						
Trade-in value	\$ (2,175.00)	quote	\$ (174,000.00)						
Net Purchase Price	\$ 7,568.27		\$ 605,461.60						\$ 605,461.60
Future Trade In Value	\$ (2,922.98)	est.						\$ (233,838.48)	\$ (233,838.48)
Net Cash Flow			\$ 605,461.60	\$ -	\$ -	\$ -	\$ -	\$ (233,838.48)	\$ 371,623.12
									61,937.19
Club Car									
Quantity	80								
Unit Price	\$ 8,717.00	quote	\$ 697,360.00						
Trade-in value	\$ (2,050.00)	quote	\$ (164,000.00)						
Net Purchase Price	\$ 6,667.00		\$ 533,360.00						\$ 533,360.00
Future Trade In Value	\$ (2,615.10)	est.						\$ (209,208.00)	\$ (209,208.00)
Net Cash Flow			\$ 533,360.00	\$ -	\$ -	\$ -	\$ -	\$ (209,208.00)	\$ 324,152.00
									54,025.33

Championship Golf Course Cart Replacement Proposals

		FY2021/22	Year 1 FY2022/23	Year 2 FY2023/24	Year 3 FY2024/25	Year 4 FY 2025/26	Year 5 FY2026/27	Year 6 FY2027/28	Total Cost
48-Month Lease Term - Acid Batteries									
EZ-GO									
Quantity	N/A								
Unit Price									
Trade-in value									
Net Lease Price									\$ -
Future Trade In Value									\$ -
Net Cash Flow		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Club Car									
Quantity	80								
Unit Price	\$ 43.14 quote	\$ 41,414.40	\$ 41,414.40	\$ 41,414.40	\$ 41,414.40	\$ 41,414.40			
Trade-in value	incl. quote								
Net Payment	\$ 43.14	\$ 41,414.40	\$ 41,414.40	\$ 41,414.40	\$ 41,414.40	\$ 41,414.40			\$ 165,657.60
Visage Technology Rental	\$ 42.00 quote	\$ 40,320.00	\$ 40,320.00	\$ 40,320.00	\$ 40,320.00	\$ 40,320.00			\$ 161,280.00
		\$ 81,734.40	\$ 81,734.40	\$ 81,734.40	\$ 81,734.40	\$ 81,734.40	\$ -	\$ -	\$ 326,937.60
Future Trade In Value	N/A								\$ -
Net Cash Flow		\$ 81,734.40	\$ 81,734.40	\$ 81,734.40	\$ 81,734.40	\$ 81,734.40	\$ -	\$ -	\$ 326,937.60
									81,734.40
48-Month Lease Term - Lithium Batteries									
EZ-GO									
Quantity	80								
Unit Price	\$ 118.91 quote	\$ 114,153.60	\$ 114,153.60	\$ 114,153.60	\$ 114,153.60	\$ 114,153.60			
Trade-in value	\$ (48.61) quote	\$ (46,665.60)	\$ (46,665.60)	\$ (46,665.60)	\$ (46,665.60)	\$ (46,665.60)			
Net Payment	\$ 70.30	\$ 67,488.00	\$ 67,488.00	\$ 67,488.00	\$ 67,488.00	\$ 67,488.00			\$ 269,952.00
PACE 10EX Teck Pkg.	\$ 40.77 quote	\$ 39,139.20	\$ 39,139.20	\$ 39,139.20	\$ 39,139.20	\$ 39,139.20			\$ 156,556.80
		\$ 106,627.20	\$ 106,627.20	\$ 106,627.20	\$ 106,627.20	\$ 106,627.20	\$ -	\$ -	\$ 426,508.80
Future Trade In Value	N/A								\$ -
Net Cash Flow		\$ 106,627.20	\$ 106,627.20	\$ 106,627.20	\$ 106,627.20	\$ 106,627.20	\$ -	\$ -	\$ 426,508.80
									106,627.20
Club Car									
Quantity	80								
Unit Price	\$ 49.77 quote	\$ 47,779.20	\$ 47,779.20	\$ 47,779.20	\$ 47,779.20	\$ 47,779.20			
Trade-in value	incl. quote								
Net Payment	\$ 49.77	\$ 47,779.20	\$ 47,779.20	\$ 47,779.20	\$ 47,779.20	\$ 47,779.20			\$ 191,116.80
Visage Technology Rental	\$ 42.00 quote	\$ 40,320.00	\$ 40,320.00	\$ 40,320.00	\$ 40,320.00	\$ 40,320.00			\$ 161,280.00
		\$ 88,099.20	\$ 88,099.20	\$ 88,099.20	\$ 88,099.20	\$ 88,099.20	\$ -	\$ -	\$ 352,396.80
Future Trade In Value	N/A								\$ -
Net Cash Flow		\$ 88,099.20	\$ 88,099.20	\$ 88,099.20	\$ 88,099.20	\$ 88,099.20	\$ -	\$ -	\$ 352,396.80
									88,099.20

Championship Golf Course Cart Replacement Proposals

		FY2021/22	Year 1 FY2022/23	Year 2 FY2023/24	Year 3 FY2024/25	Year 4 FY 2025/26	Year 5 FY2026/27	Year 6 FY2027/28	Total Cost
60-Month Lease Term - Acid Batteries									
EZ-GO									
Quantity	80								
Unit Price	N/A								
Trade-in value									
Net Payment		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PACE 10EX Teck Pkg.		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Future Trade In Value	N/A								
Net Cash Flow		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Club Car									
Quantity	80								
Unit Price		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Trade-in value	incl.								
Net Payment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Visage Technology Rental		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Future Trade In Value	N/A								
Net Cash Flow		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
60-Month Lease Term - Lithium Batteries									
EZ-GO									
Quantity	80								
Unit Price	\$ 105.04 <i>quote</i>	\$ 100,838.40	\$ 100,838.40	\$ 100,838.40	\$ 100,838.40	\$ 100,838.40	\$ 100,838.40	\$ 100,838.40	
Trade-in value	\$ (39.55) <i>quote</i>	\$ (37,968.00)	\$ (37,968.00)	\$ (37,968.00)	\$ (37,968.00)	\$ (37,968.00)	\$ (37,968.00)	\$ (37,968.00)	
Net Payment	\$ 65.49	\$ -	\$ 62,870.40	\$ 62,870.40	\$ 62,870.40	\$ 62,870.40	\$ 62,870.40	\$ 62,870.40	\$ 314,352.00
PACE 10EX Teck Pkg.	\$ 36.26 <i>quote</i>	\$ -	\$ 34,809.60	\$ 34,809.60	\$ 34,809.60	\$ 34,809.60	\$ 34,809.60	\$ 34,809.60	\$ 174,048.00
		\$ -	\$ 97,680.00	\$ 97,680.00	\$ 97,680.00	\$ 97,680.00	\$ 97,680.00	\$ -	\$ 488,400.00
Future Trade In Value	N/A								\$ -
Net Cash Flow		\$ -	\$ 97,680.00	\$ 97,680.00	\$ 97,680.00	\$ 97,680.00	\$ 97,680.00	\$ -	\$ 488,400.00
Club Car									
Quantity	80								
Unit Price	\$ 38.49 <i>quote</i>	\$ 36,950.40	\$ 36,950.40	\$ 36,950.40	\$ 36,950.40	\$ 36,950.40	\$ 36,950.40	\$ 36,950.40	
Trade-in value	incl. <i>quote</i>								
Net Payment	\$ 38.49	\$ -	\$ 36,950.40	\$ 36,950.40	\$ 36,950.40	\$ 36,950.40	\$ 36,950.40	\$ 36,950.40	\$ 184,752.00
Visage Technology Rental	\$ 42.00 <i>quote</i>	\$ -	\$ 40,320.00	\$ 40,320.00	\$ 40,320.00	\$ 40,320.00	\$ 40,320.00	\$ 40,320.00	\$ 201,600.00
		\$ -	\$ 77,270.40	\$ 77,270.40	\$ 77,270.40	\$ 77,270.40	\$ 77,270.40	\$ -	\$ 386,352.00
Future Trade In Value	N/A								\$ -
Net Cash Flow		\$ -	\$ 77,270.40	\$ 77,270.40	\$ 77,270.40	\$ 77,270.40	\$ 77,270.40	\$ -	\$ 386,352.00

Championship Golf Course Cart Replacement Proposals

		FY2021/22	Year 1 FY2022/23	Year 2 FY2023/24	Year 3 FY2024/25	Year 4 FY 2025/26	Year 5 FY2026/27	Year 6 FY2027/28	Total Cost
48-Month Installment Purchase Lease Term Acid Batteries									
Club Car									
Quantity	80								
Unit Price	\$ 71.69	quote	\$ 68,822.40	\$ 68,822.40	\$ 68,822.40	\$ 68,822.40			
Final Payment (\$1)		quote				\$ 80.00			
Trade-in value	incl.	quote							
Net Payment	\$ 71.69		\$ -	\$ 68,822.40	\$ 68,822.40	\$ 68,822.40	\$ 68,902.40		\$ 275,369.60
PACE 10EX Teck Pkg.	\$ 42.00	quote	\$ -	\$ 40,320.00	\$ 40,320.00	\$ 40,320.00	\$ 40,320.00		\$ 161,280.00
			\$ -	\$ 109,142.40	\$ 109,142.40	\$ 109,142.40	\$ 109,222.40	\$ -	\$ 436,649.60
Future Trade In Value	\$ (2,099.85)	est.					\$ (167,988.00)		\$ (167,988.00)
Net Cash Flow			\$ -	\$ 109,142.40	\$ 109,142.40	\$ 109,142.40	\$ 109,222.40	\$ (167,988.00)	\$ -
									\$ 268,661.60
									67,165.40
Club Car w/ Balloon Payment									
Quantity	80								
Unit Price	\$ 40.77	quote	\$ 39,139.20	\$ 39,139.20	\$ 39,139.20	\$ 39,139.20			
Final Payment (\$1,575)		quote				\$ 126,000.00			
Trade-in value	incl.	quote							
Net Payment	\$ 40.77		\$ -	\$ 39,139.20	\$ 39,139.20	\$ 39,139.20	\$ 165,139.20		\$ 282,556.80
Visage Technology Rental	\$ 42.00	quote	\$ -	\$ 40,320.00	\$ 40,320.00	\$ 40,320.00	\$ 40,320.00		\$ 161,280.00
			\$ -	\$ 79,459.20	\$ 79,459.20	\$ 79,459.20	\$ 205,459.20	\$ -	\$ 443,836.80
Future Trade In Value	\$ (2,099.85)	est.					\$ (167,988.00)		\$ (167,988.00)
Net Cash Flow			\$ -	\$ 79,459.20	\$ 79,459.20	\$ 79,459.20	\$ 205,459.20	\$ (167,988.00)	\$ -
									\$ 275,848.80
									68,962.20
48-Month Installment Purchase Lease Term Lithium Batteries									
Club Car									
Quantity	80								
Unit Price	\$ 109.59	quote	\$ 105,206.40	\$ 105,206.40	\$ 105,206.40	\$ 105,206.40			
Final Payment (\$1)		quote				\$ 80.00			
Trade-in value	incl.	quote							
Net Payment	\$ 109.59		\$ -	\$ 105,206.40	\$ 105,206.40	\$ 105,206.40	\$ 105,286.40		\$ 420,905.60
PACE 10EX Teck Pkg.	\$ 42.00	quote	\$ -	\$ 40,320.00	\$ 40,320.00	\$ 40,320.00	\$ 40,320.00		\$ 161,280.00
			\$ -	\$ 145,526.40	\$ 145,526.40	\$ 145,526.40	\$ 145,606.40	\$ -	\$ 582,185.60
Future Trade In Value	\$ (2,615.10)	est.					\$ (209,208.00)		\$ (209,208.00)
Net Cash Flow			\$ -	\$ 145,526.40	\$ 145,526.40	\$ 145,526.40	\$ 145,606.40	\$ (209,208.00)	\$ -
									\$ 372,977.60
									74,595.52
Club Car w/ Balloon Payment									
Quantity	80								
Unit Price	\$ 45.76	quote	\$ 43,929.60	\$ 43,929.60	\$ 43,929.60	\$ 43,929.60			
Final Payment (\$3,250)		quote				\$ 260,000.00			
Trade-in value	incl.	quote							
Net Payment	\$ 45.76		\$ -	\$ 43,929.60	\$ 43,929.60	\$ 43,929.60	\$ 303,929.60		\$ 435,718.40
Visage Technology Rental	\$ 42.00	quote	\$ -	\$ 40,320.00	\$ 40,320.00	\$ 40,320.00	\$ 40,320.00		\$ 161,280.00
			\$ -	\$ 84,249.60	\$ 84,249.60	\$ 84,249.60	\$ 344,249.60	\$ -	\$ 596,998.40
Future Trade In Value	\$ (2,615.10)	est.					\$ (209,208.00)		\$ (209,208.00)
Net Cash Flow			\$ -	\$ 84,249.60	\$ 84,249.60	\$ 84,249.60	\$ 344,249.60	\$ (209,208.00)	\$ -
									\$ 387,790.40
									77,558.08

Championship Golf Course Cart Replacement Proposals

			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	
		FY2021/22	FY2022/23	FY2023/24	FY2024/25	FY 2025/26	FY2026/27	FY2027/28	Total Cost
DEFERRAL OF GOLF CART REPLACEMENT FOR 1-YEAR									
<i>Followed by 60 Month Lease (Lithium) - at CURRENT QUOTES</i>									
EZ-GO									
Maintenance Costs (incremental)			\$ 80,000						\$ 80,000.00
Quantity	80								
Unit Price	\$ 105.04	quote		\$ 100,838.40	\$ 100,838.40	\$ 100,838.40	\$ 100,838.40	\$ 100,838.40	
Trade-in value	\$ (39.55)	quote		\$ (37,968.00)	\$ (37,968.00)	\$ (37,968.00)	\$ (37,968.00)	\$ (37,968.00)	
Net Payment	\$ 65.49		\$ -	\$ -	\$ 62,870.40	\$ 62,870.40	\$ 62,870.40	\$ 62,870.40	\$ 314,352.00
PACE 10EX Teck Pkg.	\$ 36.26	quote	\$ -	\$ -	\$ 34,809.60	\$ 34,809.60	\$ 34,809.60	\$ 34,809.60	\$ 174,048.00
			\$ -	\$ -	\$ 97,680.00	\$ 97,680.00	\$ 97,680.00	\$ 97,680.00	\$ 488,400.00
Future Trade In Value	N/A								\$ -
Net Cash Flow			\$ -	\$ 80,000.00	\$ 97,680.00	\$ 97,680.00	\$ 97,680.00	\$ 97,680.00	\$ 568,400.00
									94,733.33

Club Car									
Maintenance Costs (incremental)			\$ 80,000						\$ 80,000.00
Quantity	80								
Unit Price	\$ 38.49	quote		\$ 36,950.40	\$ 36,950.40	\$ 36,950.40	\$ 36,950.40	\$ 36,950.40	
Trade-in value	incl.	quote							
Net Payment	\$ 38.49		\$ -	\$ -	\$ 36,950.40	\$ 36,950.40	\$ 36,950.40	\$ 36,950.40	\$ 184,752.00
Visage Technology Rental	\$ 42.00	quote	\$ -	\$ -	\$ 40,320.00	\$ 40,320.00	\$ 40,320.00	\$ 40,320.00	\$ 201,600.00
			\$ -	\$ -	\$ 77,270.40	\$ 77,270.40	\$ 77,270.40	\$ 77,270.40	\$ 386,352.00
Future Trade In Value	N/A								\$ -
Net Cash Flow			\$ -	\$ 80,000.00	\$ 77,270.40	\$ 77,270.40	\$ 77,270.40	\$ 77,270.40	\$ 466,352.00
									77,725.33

DEFERRAL OF GOLF CART REPLACEMENT FOR 1-YEAR

Followed by 60 Month Lease (Lithium) - Assumes 10% increase in Costs and 10% reuction in Trade-in

EZ-GO									
Maintenance Costs (incremental)			\$ 80,000						\$ 80,000.00
Quantity	80								
Unit Price	\$ 115.54	quote		\$ 110,922.24	\$ 110,922.24	\$ 110,922.24	\$ 110,922.24	\$ 110,922.24	
Trade-in value	\$ (35.60)	quote		\$ (34,171.20)	\$ (34,171.20)	\$ (34,171.20)	\$ (34,171.20)	\$ (34,171.20)	
Net Payment	\$ 79.95		\$ -	\$ -	\$ 76,751.04	\$ 76,751.04	\$ 76,751.04	\$ 76,751.04	\$ 383,755.20
PACE 10EX Teck Pkg.	\$ 36.26	quote	\$ -	\$ -	\$ 34,809.60	\$ 34,809.60	\$ 34,809.60	\$ 34,809.60	\$ 174,048.00
			\$ -	\$ -	\$ 111,560.64	\$ 111,560.64	\$ 111,560.64	\$ 111,560.64	\$ 557,803.20
Future Trade In Value	N/A								\$ -
Net Cash Flow			\$ -	\$ 80,000.00	\$ 111,560.64	\$ 111,560.64	\$ 111,560.64	\$ 111,560.64	\$ 637,803.20
									106,300.53

Club Car									
Maintenance Costs (incremental)			\$ 80,000						\$ 80,000.00
Quantity	80								
Unit Price	\$ 46.19	quote		\$ 44,340.48	\$ 44,340.48	\$ 44,340.48	\$ 44,340.48	\$ 44,340.48	
Trade-in value	incl.	quote							
Net Payment	\$ 46.19		\$ -	\$ -	\$ 44,340.48	\$ 44,340.48	\$ 44,340.48	\$ 44,340.48	\$ 221,702.40
Visage Technology Rental	\$ 42.00	quote	\$ -	\$ -	\$ 40,320.00	\$ 40,320.00	\$ 40,320.00	\$ 40,320.00	\$ 201,600.00
			\$ -	\$ -	\$ 84,660.48	\$ 84,660.48	\$ 84,660.48	\$ 84,660.48	\$ 423,302.40
Future Trade In Value	N/A								\$ -
Net Cash Flow			\$ -	\$ 80,000.00	\$ 84,660.48	\$ 84,660.48	\$ 84,660.48	\$ 84,660.48	\$ 503,302.40
									83,883.73

Championship Golf Course Cart Replacement Proposals

VENDORS

EZ-GO

Purchase Price Proposal

Qty Unit \$ Total \$ Min. Add'l. Order Quantity

Purchase Price - Standard Acid Batteries with Trade Credit (@ \$2,175)



Purchase Price - Lithium Batteries with Trade Credit (@ \$2,175)

Base Purchase Price				w/ PACE Technology Pricing					
				7EX			10EX		
80	\$ 7,918.56	\$ 633,484.80	n/a	\$ 1,610.59	\$ 9,529.15	\$ 762,332.00	\$ 1,824.71	\$ 9,743.27	\$ 779,461.60
80	\$ (2,175.00)	\$ (174,000.00)	n/a		\$ (2,175.00)	\$ (174,000.00)		\$ (2,175.00)	\$ (174,000.00)
	\$ 5,743.56	\$ 459,484.80			\$ 7,354.15	\$ 588,332.00		\$ 7,568.27	\$ 605,461.60

Lease Option Proposals

48-month Fair Market Value Lease - Acid



48-month Fair Market Value Lease - Lithium with Trade Credit (@ \$2,175)

Base Lease Pricing				w/ PACE Technology Pricing					
				7EX			10EX		
80	\$ 118.91	\$ 9,512.80		35.99	\$ 154.90	\$ 12,392.00	40.77	\$ 159.68	\$ 12,774.40
80	\$ (48.61)	\$ (3,888.80)			\$ (48.61)	\$ (3,888.80)		\$ (48.61)	\$ (3,888.80)
80	\$ 70.30	\$ 5,624.00 per month		Monthly	111.07	\$ 8,503.20	Monthly	\$ 111.07	\$ 8,885.60
		\$ 67,488.00 per year		Annual		\$ 102,038.40	Annual		\$ 106,627.20
		\$ 269,952.00 48 months		48-month term		\$ 408,153.60	48-month term		\$ 426,508.80
80	\$ 105.04	\$ 8,403.20		32.77	\$ 137.81	\$ 11,024.80	36.26	\$ 141.30	\$ 11,304.00
80	\$ (39.55)	\$ (3,164.00)			\$ (39.55)	\$ (3,164.00)		\$ (39.55)	\$ (3,164.00)
80	\$ 65.49	\$ 5,239.20 per month		Monthly	111.07	\$ 7,860.80	Monthly	\$ 101.75	\$ 8,140.00
		\$ 62,870.40 per year		Annual		\$ 94,329.60	Annual		\$ 97,680.00
		\$ 314,352.00 60 months		60-month term		\$ 471,648.00	60-month term		\$ 488,400.00

VENDORS

CLUB CAR

Purchase Price Proposal	Qty	Unit \$	Total \$	Min. Add'l. Order Quantity																									
Purchase Price - Standard Acid Batteries with Trade Credit (@ \$2,050)	80	\$ 6,999.50	\$ 559,960.00																										
	80	\$ (2,050.00)	\$ (164,000.00)																										
		\$ 4,949.50	\$ 395,960.00																										
Purchase Price - Lithium Batteries with Trade Credit (@ \$2,050)	80	\$ 8,717.00	\$ 697,360.00																										
	80	\$ (2,050.00)	\$ (164,000.00)																										
		\$ 6,667.00	\$ 533,360.00																										
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48-month Fair Market Value Lease - Acid with Trade Credit (@ \$2,050)	80	\$ 43.14	\$ 3,451.20																										
	80	\$ 43.14	\$ 3,451.20 per month																										
		\$ 41,414.40	per year																										
		\$ 165,657.60	48 months																										
48-month Fair Market Value Lease - Lithium with Trade Credit (@ \$2,050)	80	\$ 49.77	\$ 3,981.60																										
	80	\$ 49.77	\$ 3,981.60 per month																										
		\$ 47,779.20	per year																										
		\$ 191,116.80	48 months																										
60-month Fair Market Value Lease - Lithium with Trade Credit (@ \$2,050)	80	\$ 38.49	\$ 3,079.20																										
	80	\$ 38.49	\$ 3,079.20 per month																										
		\$ 36,950.40	per year																										
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Annual	\$	\$ 109,142.40																											
48-month term		\$ 436,649.60																											
48-month Installment Purchase Lease - Acid with Trade Credit (@ \$2,050)	80	\$ 71.69	\$ 5,735.20																										
	80	\$ 71.69	\$ 5,735.20 per month																										
		\$ 68,822.40	per year																										
		\$ 275,289.60	48 months																										
w/ Balloon Payment	80	\$ 40.77	\$ 3,261.60																										
	80	\$ 40.77	\$ 3,261.60 per month																										
		\$ 39,139.20	per year																										
		\$ 156,556.80	48 months																										
Balloon payment		\$ 1,575.00	\$ 126,000.00																										
		\$ 282,556.80																											
48-month Installment Purchase Lease - Lithium with Trade Credit (@ \$2,050)	80	\$ 109.59	\$ 8,767.20																										
	80	\$ 109.59	\$ 8,767.20 per month																										
		\$ 105,206.40	per year																										
		\$ 470,875.60	48 months																										
w/ Balloon Payment	80	\$ 85.76	\$ 3,660.80																										
	80	\$ 85.76	\$ 3,660.80 per month																										
		\$ 43,929.60	per year																										
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Balloon payment		\$ 3,250.00	\$ 260,000.00																										
		\$ 435,718.40																											

MINUTES

REGULAR MEETING OF SEPTEMBER 2, 2021

Incline Village General Improvement District

AS AMENDED

The regular meeting of the Board of Trustees of the Incline Village General Improvement District was called to order by Chairman Tim Callicrate on Tuesday, September 2, 2021 at 6:13 p.m. This meeting was conducted via Zoom with a viewing area set up at 893 Southwood Boulevard, Incline Village, Nevada.

A. PLEDGE OF ALLEGIANCE*

The pledge of allegiance was recited.

B. ROLL CALL OF TRUSTEES*

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

Members of Staff present were Director of Finance Paul Navazio, Director of Public Works Brad Underwood, Director of Human Resources Erin Feore, General Manager Diamond Peak Ski Resort Mike Bandelin and Marketing Manager Paul Raymore.

C. INITIAL PUBLIC COMMENTS*

Dick Warren said General Business Item H.6.b – Policy 15.1.0, District General Manager Winquest, why are you commenting on the Audit Committee? You don't know a damn thing about auditing, or accounting for that matter. He suggests you stay out of areas in which you know nothing. A few comments on pages 491-494: Page 491 Preamble – District General Manager Winquest recommends that the AC should be viewed as “advisory” to the Board with respect to fiscal management. Of course, let the Board make all financial calls since the District General Manager controls the Board. That's what's nice about the AC, they are not controlled by the District General Manager. Page 491 Policy Statement – The District General Manager thinks the working relationship between the BOT, the independent auditors & Management needs to improve, it's too adversarial. This fits right in with the District General Manager's slogan “...Can't we all just get along...?”. Page 491 Organization – This is great District General Manager Winquest, the Board can remove an AC member by a majority vote of the Board...is this how you intend to get rid of a pesky AC member like Cliff? I'll bet Wong would love to get this inserted into the Policy! Why do you need 2 Trustees on the AC? The AC must be independent, period. Quite frankly, only Sara is qualified to be on the AC, why introduce incompetency to the AC with the addition of Callicrate, Wong or Tonking?

Minutes

Meeting of September 2, 2021

Page 2

Page 492 Policy Section 2.4 – The AC has the right to review both interim & final drafts of the financials including the MD&A, period. Page 493 Meetings 3.2 & 3.3 – District General Manager Winqest, by trying to limit the number of meetings by the AC, plus only allowing them oversight of issues brought to their attention, you are purposely reducing their effectiveness. He could go on & on, but he has a 3-minute limit. District General Manager Winqest, it has been quite obvious that you do not like the AC, and it's because you can't control them. You hate the independence of the AC, but it's the independence of the AC that makes them efficient, plus the competency & honesty of the current members. Like I said at the top District General Manager Winqest, stay out of Policy 15.1.0, you don't know what you're talking about. Page 494 Trustee Tonking's Comments – Trustee Tonking, you take direction well from the District General Manager. As with the District General Manager's comments, the whole purpose here is to rein in the independence & objectivity of the AC, make them subservient to the Board, and basically reduce them to a "nothing Committee". You don't know what you're talking about Trustee Tonking, so I suggest you clam up and only discuss areas in which you have a shred of expertise. General Business Item H.7 – Appointment of a Trustee to the AC. As mentioned above, Trustee Schmitz is the only Trustee qualified to be on the AC. Keep the AC as independent as possible, and find another candidate with the background & knowledge (expertise) necessary to be on the AC. Do not dumb it down by adding a Trustee totally unfit to serve on the AC. Competency is not a dirty word, okay? Thank you.

Linda Newman said please remove item G.1., the effluent pond lining project, from the Consent Calendar as the information contained in the packet is incomplete and incorrect and violates Board Policy 13.1 and Practice 13.2. the proposed contract with Jacobs cannot be approved. IVGID has two wastewater storage ponds. Pond #1 is adjacent to the treatment plant and Pond #2 is vastly larger and directly above the utility administrative facility. Since 2014, both properties were closed by NDEP and Staff only considered lining Pond #1. In 2018, Jacobs provided four alternatives and estimated construction costs ranging from \$500,000 to \$3.2 million. The Board determined Pond #1 would be lined and identified an alternative however no project summary was completed, no funding sources identified, and no budget was provided on the 5-year capital plan – nothing was done. In early 2020, the Board established the pond as a separate project. All funding for the pond would not come from the future effluent pipeline set aside money. In June, the Board awarded Jacobs another \$36,000 to again study lining Pond #1 only to be abandoned five weeks later in favor of reviewing the feasibility and cost to line larger Pond #2. That new review was due at the end of August but it is not in the packet. So without any review of a yet to be reviewed study, Staff wants this Board to approve a \$425,339 contract with a 10% contingency to proceed into final design of Pond #2. Addendum #2 contains incorrect information. It states the 2 ponds

Minutes

Meeting of September 2, 2021

Page 3

have storage capacity of 2,000,015 gallons. In June, Staff claimed that Pond #1 had a 2.4-million-gallon storage capacity. In July, they claimed the storage capacity is only 1.1 million gallons which the 2018 Jacobs report did not indicate any capacity. Staff has not clarified capacity but wants 6 million gallons. The project summary sheet has incorrect information. It describes Pond #1 rather than Pond #2 which the contract is for. The budget for the entire project is only \$1,550,000. however the total estimated costs of lining Pond #2 including funds needed to cover additional requirements excluded from this contract are unknown. Lots of unknowns including concrete funding sources. Approving this contract violates your fiduciary responsibilities and obligations under Board policies and practices. Thank you.

Cliff Dobler said “Smoke gets in your eyes” was a song written in 1933 for the musical “Roberta” later used in the 1952 film “Lovely to Look At” and then made famously again by the Platters in 1958. Now onto the IVGID stuff. He has kept an eye on the Burnt Cedar pool – it’s going to look great. The pathway between the beaches is cut in and has a nice feel. Some existing sewer lines were damaged which were not indicated on the plan. A good reason to have plans updated for as-builts. The Champ golf course is in excellent shape, best in many years. Reducing the amount of spurge weed and staking areas to allow growth helped tremendously. The men on the ground deserve extra credit for working in the smoke; help them out. Replacing the Mountain Golf Course cart paths is scheduled for 20 days. There is no indication of who will be inspecting the contract with a budget of \$40,000. In the past, he has observed, without inspections, the contractor has either not installed base materials or reduced the amounts. The inspection could not be by IVGID Staff because their work is under design, permits, internal Staff with a budget of \$65,000. There is no design needed as it was completed in fiscal 2021. So the budget is inflated. It is time for IVGID management to provide a capital plan for the effluent pipeline and the larger wastewater storage pond. Recently, it was decided to line Pond #2 seeking 6 million gallons of storage rather than the 2.4 million available in Pond #1. Based on the design cost increase from \$256,000 in February 2020 to \$425,000 today the project costs would proportionately be increased to \$4.5 to \$5 million. Jacobs was to provide a construction estimate by August 31 which is not in the packet. The capital budget is only \$1,550,000. In March, Marcus Faust reported only \$2.7 million maybe available from the Arms Corps of Engineers with nothing yet committed. The project summary indicates that Pond #1 is to be lined not Pond #2. It is hard to imagine how HDR Engineering could perform a utility rate study absent a plan for the effluent pipeline and the wastewater pond? According to the \$75,000 contract, the basic services are derived from two attachments – your original RFP and the undated HDR scope of services. There is no doubt in his mind that the two attachments will be in conflict. One example – how long is the rate study for? The

Minutes

Meeting of September 2, 2021

Page 4

RFP states 5 years and the HDR document states 10 years with an emphasis on 5 years. He could go on but will not. Lastly, the scope of works to review and update IVGID policy related to Dillion's Rule should not include community program as the Audit Committee has not reviewed his memorandum dated November 30, 2020 not has Josh Nelson provided an opinion.

Mike Abel said that District General Manager Winquest has responded to his email that was sent to the Trustees regarding irregularities on the Mountain Golf Course Phase one cart path replacement presentation. As usual - IVGID frustrates the public by providing massive amounts of mostly superfluous information - in this case 244 pages. Then management slams the item on the consent calendar so that no questions are asked - well he is asking questions – just for the record

1. The Lumos contract divided the project into three parts - nowhere does the packet show what the three parts are or if they are equal! (Yes - phase one is holes 3-9 - but what about phases 2 & 3) The project is going to be three phases (multi-year project). The phases will not be broken up into exactly 1/3 of the path. The phases are broken into logical start/stop points based on what makes the most sense as to which holes can be closed during construction. How was it decided that phase one would be holes 3-9 ? The Engineering Team consulted with the golf course staff as a client to help inform this decision. Again and as usual IVGID management does not delineate for the board the parameters of phase one two and three
2. Lack of any map in the 244 pages. There is no map shown in the 244 pages of the project information - even I can come up with a map of the course. Do you mean to tell me that the bids were put out there with no map? Plans and specifications were available to any and all interested bidders. Don't you think that that a map would be useful to the public and the board to understand the project. District General Manager Winquest responded that "A map is not necessary to be included in the Board packet as identification of the work as Holes 3 – 9 is enough for understanding." Really!
3. He asked -Lumos February estimate for construction only was \$7.00 per sq ft. - why did the budget come up with \$11.05 sq ft ?? Due to extreme cost variances in the construction industry, Lumos updated their cost estimate to what they believed the market would be at. Again a lack of information. Would it not be appropriate to provide the public and the board with the updated estimate.
4. The packet says that each phase will be 1/3 of 110,00 sq feet or 36,667 sq ft - The Carson Contract is for 31,896 total – actually 14% less than 1/3 -

Minutes

Meeting of September 2, 2021

Page 5

another informational slight of hand (see page 111) Not all three phases are broken up exactly to 1/3 of the total cart path length. Each phase will have a varied amount of replacement recommended based on logical start/stopping points associated with what holes can be closed during construction. Also Phase I is less than 1/3 because we only have a one month construction window.

5. Page 63 of The packet does not say anything about the 3,688s/f ("additional") in the Carson bid. The 3,688 sf refers to removing and replacement of asphalt pavement only. There is a section of path that has been determined to have adequate subsurface material that does not need to be removed and replaced. This was determined during the geotechnical investigation phase of design.

To expect Board members to peruse 240+ pages in the packet on one item is absurd. Why our chair and the Trustees tolerate this kind of sloppy presentation and twisted numbers boggles my brain! Wow - even I could come up with a picture/map of the course. How about blowing this up and making a map - maybe staff is too busy for that and want to keep the public and the Board in the dark!



Aaron Katz said he has several written statements to be attached. Earlier today, he provided black and white evidence of public records concealment and the best the District General Manager could do is to ask Staff to provide an apology. Mr. Katz then went over several outstanding records request. Why are we paying Staff for anything on the pond liner when we are paying a CMAR – he just doesn't get it.

Yolanda Knaak said she is calling in a request to get a compliance opinion for Dillon's rule and get it done by outside counsel. H.6.1 – please support the adoption of changes to Policy 15.1.0 particularly the provision about appointing the Chair by the committee.

D. APPROVAL OF AGENDA (for possible action)

Board Chairman Callicrate said that General Business Item H.2. and General Business Item H.5. are pulled from this agenda because he wants Trustee Dent to be present when these items are discussed. Trustee Schmitz said she would like to request that the Board combine General Business Items H.6.a. and H.6.b. and

that this is because of the issues/concerns that have been addressed and it would be of benefit to address both items together. As to the items on the Consent Calendar, do we have the ability to request Staff to address those concerns without pulling those items into General Business? District General Counsel Nelson said yes, Staff can respond to questions, as long as no discussion ensues. Trustee Schmitz said she is hopeful that Director of Public Works Underwood will address public comments. Trustee Schmitz said on Consent Calendar item regarding blanket purchase orders – can there be some clarification on that item as there is some clarification needed?

E. REVIEW OF THE LONG RANGE CALENDAR (for possible action)

District General Manager Winqest said that the Ordinance 7 Committee is working hard and he hopes to have a special meeting date soon. He then went over the long range calendar included in the packet.

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

F.1. Verbal report from Audit Committee Chairman Raymond Tulloch about their August 18, 2021 meeting

Audit Committee Chairman Tulloch said that the last Audit Committee meeting was a special meeting that was to review Policy 15.1.0 and we have put together a very good recommendation. He has reached out to all of the Trustees to discuss the changes.

G. CONSENT CALENDAR (for possible action)

- 1. Review, discuss, and possibly authorize Additional Services Amendment #2 for the Effluent Pond Lining Project – 2599SS2010 – Fund: Utility; Division: Sewer; Vendor: Jacobs Engineering, Inc., in the amount of \$425,339.00 for the Effluent Pond Lining Project - Phase II Pond Lining Preliminary and Final Design Professional Services, plus up to approximately 10% contingency (Requesting Staff Member: Director of Public Works Brad Underwood)**
- 2. Review, discuss and possibly approve a Professional Services Contract for Public Utility Rate Study for Provision of Water and Sewer Services; Vendor: HDR Engineering, Inc.; Amount:**

\$74,935; Fund 200 (Utilities) (Requesting Staff Member: Director of Public Works Brad Underwood)

- 3. Review, discuss, and possibly authorize or approve a construction contract for the Mountain Golf Course Cart Path Replacement Phase I Project - 3241LI2001 - Fund: Community Services; Division: Mountain Golf; Vendor: F. W. Carson Co., in the amount of \$357,138.80; plus 10% contingency (Requesting Staff Member: Director of Public Works Brad Underwood)**
- 4. Authorization to Transact Under Blanket Purchase Orders for Fiscal Year 2021/22, Pursuant to NRS 332.115 and Board Policy 3.1.0 (Requesting Staff Member: Director of Finance Paul Navazio)**
- 5. Review, discuss, and possibly authorize a purchase contract in the amount of \$87,545.08 for the purchase of 40 Verkada Security Cameras and their associated licenses; FY2021/22 CIP Project – Security Cameras (CIP#1213CE2105); Vendor: SHI; Fund: General Fund; Division: Administration – Information Services (Requesting Staff Member: Director of Information Technology Mike Gove)**

District General Counsel Nelson recommended that Staff provide clarity on each item and see how that works out and then have that discussion followed by a motion.

Director of Public Works Underwood said, regarding Consent Calendar Item G.1., in July when we came to the Board, we discussed the need to line Pond #1 in order to get a four-day work week for the pipeline work. There is no change to the scope of work. Happy to answer other specific questions. Trustee Schmitz said that the project summary needs to be updated to go to the larger pond, some deliverables were requested that weren't contained in the packet; there was final design criteria that was due in August - have you received everything and it is just not included in the packet? Director of Public Works Underwood said yes, received a draft and the cost estimate is being reviewed tomorrow. Trustee Schmitz said it is something that the Board should review prior to approving the next phase? Director of Public Works Underwood said we are trying to meet a timeline in order to get permitting and this would slow us down. He then asked what the Board's concern would be and that the cost estimate is around \$3 million. Trustee Schmitz asked if those final deliverables can be posted so the Trustees and

public can see them? Director of Public Works Underwood said yes, those can be posted. Trustee Schmitz said that would be great.

Board Chairman Callicrate asked about Consent Calendar Item G.2. Trustee Schmitz said that she did read and has heard that we have been flipping back and forth between five and ten years. It is important for the scope to be clear thus she wants to make sure the language is clarified; five years or ten years? Director of Public Works Underwood said Staff is focused on the initial five years and HDR will look 10 years and that the scope that is attached is the expected scope of work. Trustee Schmitz said they will be taking into consideration all the pond lining and pipeline projects? Director of Public Works Underwood said yes, he needs to review with HDR and Granite, and then Staff will update the project summary once we have those in place.

Board Chairman Callicrate asked about Consent Calendar Item G.3. Underwood said we have competent Staff to do that part of the work and then we will have a Project Manager onboard 10/1 and then a testing firm for impaction. Schmitz said the \$40K for construction management that will not be used for internal Staff time. Underwood said no, part of that will be utilized for Staff time. Those are just budget figures for the entire project. Winquest said that is a budget number and Staff will manage and we may not spend all of that.

Board Chairman Callicrate asked about Consent Calendar Item G.4. Trustee Schmitz said that the Director of Finance received her e-mail so can you walk through those things or should she ask about those things? Director of Finance Navazio said this is about routine transaction over \$50,000 during the fiscal year. In the past, these transactions were deemed approved by the District General Manager and to ensure compliance with Board Policy and Purchasing policy, we are asking for Board approval to exceed \$50,000. Staff would be bringing a similar item forward, each year, to ensure we have proper spending authority, if approved, and that this doesn't supersede the process we have in place. Starting on agenda packet page 311 and 312, more information is included, and included are some items that are within the District General Manager's authority but they are in here for transparency. There are a couple of vendors, particularly utility providers, assumed to be approved through the adoption of the budget and that he provided, to Trustee Schmitz, those amounts. Trustee Schmitz said, for clarification, agenda packet page 308, amounts to NTE - if you go onto agenda packet pages 311 and 312, column 2021/2022 estimate is that supposed to say NTE? Director of Finance Navazio said it could say

estimates of not to exceed here. Attachment A and agenda packet page 311, the purchase order within District General Manager's authority is excluded, on page agenda packet 312 as are insurance and utilities - those two groupings are to be excluded and that there are Y's and N's. Trustee Schmitz said so Attachment A is for only those items that require Board approval.

Board Chairman Callicrate asked about Consent Calendar Item G.4.; there were no questions from the Trustees.

Trustee Wong made a motion to, noting the clarifications regarding blanket purchase orders as stated by Trustee Schmitz, a motion to approve the Consent Calendar. Trustee Tonking seconded the motion. Chairman Callicrate asked for further comments, receiving none, he called the question and the motion was passed unanimously.

H. GENERAL BUSINESS (for possible action)

H.1. Review, discuss and possibly approve an agreement for media buying services for 2021/22; Venues: Diamond Peak, Championship Golf Course, Mountain Golf Course, Facilities; Vendor: EXL Media; Agreement Amount: Up to \$201,500 in paid media spending, \$10,000 in trade media spending, and up to \$53,500 in agency fees – a grand total of up to \$265,000 (Requesting Staff Member: Director of Golf/Community Services Darren Howard)

Director of Golf/Community Services Darren Howard turned the item over to Marketing Manager Paul Raymore who gave an overview of the submitted materials. Trustee Schmitz said she appreciates how cost effective we were last year; we don't have the return on investment (ROI) evaluation this year, we spent \$89,000 total on Diamond Peak and what are we trying to accomplish by increasing it this year? Marketing Manager Raymore said last year was an anomaly with COVID-19 effecting everything. Due to the effects, we have transitioned over to doing as much marketing as we can to get to our customers the information regarding COVID-19 such as pre-purchase etc. It changed dramatically last year due to COVID-19. What is being purposed for this year, is to get closer to normal, they are not-to-exceed dollar amounts, and being able to change quickly. Depending on how the ski and golf seasons shape up, along with weddings and events, we will be paying a lot of attention to those needs, especially with getting back to normal at the ski resort as a lot of them were put on hold. Trustee

Schmitz said as she recalls it, there wasn't a negative performance for Diamond Peak. She understands we need to market it however she doesn't see why we would increase that. What did we spend on the Championship and Mountain golf courses this year? One of the things that the District General Manager is working on, with the golfers, is that the focus that is wanted is to be more on residents and so she is curious to how this compares to last year and the difficulty in getting tee times as well as the ROI on this expenditure. Marketing Manager Raymore said what we saw with skiing was this was one of the safe activities that could be done outdoors. We were able to cut back on our advertising without any effect. For the golf courses, we didn't have approved monies therefore we didn't spend any. Golf has been very popular during COVID-19 and if that changes, we are seeing a need to go back to our more traditional marketing efforts. We are always monitoring and if the tee sheet is truly full, we won't spend any of the money. Trustee Tonking said if we don't need the money for advertising at golf then it won't be spent. Have we looked at who else is out there, etc. as she is trying to get a feel for it? Marketing Manager Raymore recapped the last bidding process and noted that if we went to bid today, we would likely get the same bidders. That aren't that many qualified agencies and we do like working with the local agencies who can come up and work with this. He doesn't think that there are large agencies that could compete on quality and cost. Staff has been extremely happy with the services EXL Media provides but it is at the Board's pleasure. District General Manager Winqest said the last normal year marketing spend was \$425,000. For the last several years, there has been a lot of discussion about marketing spends and then went over the history. Trustee Wong said thank you for the hard work you have put in as this was a difficult year to navigate. She appreciates the proposal that you have put forward and seeing our marketing spend and balancing promoting Diamond Peak with their spend and what you were able to accomplish with that spend. Board Chairman Callicrate said he does appreciate the reduction and does see the value in marketing the golf courses as well as the other venues.

Trustee Wong made a motion to authorize Staff to enter into an agreement with EXL Media for 2020/21 Fiscal Year media buying services for Diamond Peak Ski Resort, the Championship and Mountain Golf Courses, and the Facilities Department, for a not-to-exceed total amount of \$265,000. Trustee Tonking seconded the motion. Board Chairman Callicrate asked for any further comments, receiving none, he called the question and Trustees Wong, Tonking, and Callicrate voted in favor of the motion and Trustee Schmitz voted opposed. The motion passed.

- H.2. Review, discuss, and possibly provide direction on next steps to further discuss and/or recommended revisions to Policy 16.1.1 Recreation Roll Policy (Requesting Staff Member: District General Manager Indra Winquest) *(REMOVED FROM THE AGENDA IN ITS ENTIRETY)***
- H.3. Review, discuss, and potentially approve a scope of work for special legal counsel related to the beach deed and authorize the General Manager to execute a contract with counsel not-to-exceed \$25,000 (Requesting Staff Member: District General Counsel Joshua Nelson)**

District General Counsel Nelson gave an overview of the submitted materials. Board Chairman Callicrate said he wants to emphasize that this is for outside counsel, that this is not for our current firm of Mr. Nelson and BB&K, and that this will not be hiring Mr. Nelson or his firm to review the beach deed. Trustee Tonking said her question should be really quick, District General Counsel Nelson, just a quick question – do you feel that \$25,000 is an appropriate number to get some good bids from firms across the state? Is that correct? District General Counsel Nelson said that is sufficient to get a pool of opinions on employee access issues as well as on Ordinance 7 and 16.1. Trustee Tonking said perfect so we can get both of those with that, thank you. Trustee Schmitz said she just has some things on the scope of work that she thinks need to be clarified that were missing. When we talk about the historic practice of providing beach access to non-resident employees, it should say non-resident employees and their guests. Other thing that is missing from here is that we had questions about gold and silver cards for non-residents. Some of the gold and silver aren't employees, some of them are former Trustees, she believes and are there any other classifications employees and Trustees - would that be the only two that would have silver or gold? Yes, okay. Lastly, she just have a question that in Policy 16.1 one of the things that jumped out at her was in 1982 that commercial parcels were charged a Rec Fee and with that in mind, should that also be looked at because she believes the beach deed talks about residents and their guests and commercial property is/are different so that's something that we have never really discussed and it cropped up because we were reviewing, or she was reviewing, 16.1 and that came as a question in her mind as it relates to the beach deed. District General Counsel Nelson said we absolutely could add that to the draft scope of work if the Board would like and that could be, he thinks, pretty easily accomplished Trustee Schmitz by just deleting any proposed edits and stating just to

review Ordinance Number 7 or Policy 16.1 to ensure compliance with the deed and then as appropriate, we could assign special counsel to look at those issues and in more detail. And he doesn't think we have talked about how this would happen but it is at least his anticipation that the special counsel would present at a future meeting and would provide work products, some probably confidential, some probably public, so that the Trustees questions are answered in these areas. Trustee Wong said she doesn't support this item because we have already gotten an opinion from BBK, a detailed opinion, and this is a waste of money and we should be focusing on larger items regarding our strategic plan and accomplishing more of our priority projects.

Trustee Schmitz made a motion to approve a scope of work for special legal counsel related to the beach deed with modifications as discussed today and authorize the General Manager to execute a contract with counsel not-to-exceed \$25,000. Board Chairman Callicrate second the motion. Board Chairman Callicrate asked for any further comments, receiving none, he called the question and Trustees Schmitz and Callicrate voted in favor of the motion and Trustees Tonking and Wong voted opposed. The motion dies.

Board Chairman Callicrate asked about when this item could come back to the Board; District General Counsel Nelson said he will would have to look at Policy 3.1.0 in order to provide guidance.

H.4. Review, discuss, and potentially approve a scope of work to review and update IVGID policies related to Dillon's Rule (Requesting Staff Member: District General Counsel Joshua Nelson)

District General Counsel Nelson and District General Manager Winquest gave an overview of the submitted material. Board Chairman Callicrate said he appreciates the cost estimates and that some of the policies are 30 years old so we want to make sure they are compliant. Trustee Schmitz said on agenda packet page 390, under schedule and budget, on October 31, Board Workshop on potential edits on employee policies and then Policy 132, Resolution 1701, it shows \$795 twice – is that correct? District General Counsel Nelson said yes, covered once for his visit and that is an estimate for everything that is needed. He is hopeful that he can beat those budgets. One of the things that was mentioned in public comment is that there is a feeling, in the community, that we seek outside counsel so there is no conflict and he is bringing that up to your fellow Trustees for thoughtful

consideration. Trustee Tonking asked what is the conflict? Trustee Schmitz said there is an impact of reducing employee benefits, he is here to facilitate employees, and that we should have a concern about that thus this request. Trustee Tonking said, as a point of clarification, that you serve the Board and protect District interest. District General Counsel Nelson said yes, he is hired and fired by the Board of Trustees and is not a member of Staff although he does work closely with the Staff on a daily basis. Board Chairman Callicrate said he doesn't think there is a conflict of interest because he does work for the Board and he thinks he has put together a valid scope of work and that he is comfortable with moving ahead. Trustee Wong said she is torn on this one as she appreciates the analysis that District General Counsel and his team has already done. She understands about updating the policies however she is extremely hesitant to touch anything about employee policies – knowing the situation we are in and understanding the District hiring. She is fine if we want to discuss non-profits and the discounts and clearly define framework but she is extremely hesitant with employees given where we are it. District General Counsel Nelson and his firm are more than qualified, given his original analysis on Dillon's Rule, we are in the best position. Trustee Tonking said she feels ok on this one, unfortunately, it has become a very prominent position, she is ok with this one. Trustee Schmitz said she wanted to acknowledge Trustee Wong's concern regarding employees. We are all sensitive and we must be responsible and we have an obligation to make sure our policies comply with the law. In this case, it will be helpful for management as presently it is loose and ambiguous and lacks clarity. She has been discussing this issue with District General Manager Winqest and she thinks that he thinks the clarity would be valuable. We do need to be concerned about retention of employees etc. but we also need to make sure our policies are in alignment with the law. Board Chairman Callicrate said all of us are concerned with employee retention as it is a volatile time everywhere. It is incumbent upon us to move forward as some of our policies are in need of help and he thinks we all see that.

Trustee Tonking made a motion to approve the submitted scope of work to review and update IVGID policies related to Dillon's Rule. Trustee Schmitz seconded the motion. Board Chairman Callicrate asked for any further comments, receiving none, he called the question and the motion was passed unanimously.

Board Chairman Callicrate called for a break at 7:43 p.m.; the Board of Trustees reconvened at 7:55 p.m.

- H.5. Review, discuss and possibly approve the District's Strategic Plan for 2021-2023 (Requesting Staff Member: District General Manager Indra Winquest) (*REMOVED FROM THE AGENDA IN ITS ENTIRETY*)**
- H.6. Policy 15.1.0: Accounting, Auditing and Financial Reporting, Audit Committee**
- (a) Review, discuss and possibly adopt recommendations for changes to Board Policy 15.1.0 as recommended by the Audit Committee (Requesting Audit Committee Member: Audit Committee Chairman Raymond Tulloch)**
 - (b) Review, discuss and provide direction on possible revisions as recommended to Board Policy 15.1.0 – Audit Committee (Requesting Trustee: Board Chairman Tim Callicrate)**

Board Chairman Callicrate thanked Audit Committee Chairman Tulloch and his team for their recommendations. In light of the fact that Trustee Dent is not here, he would like to receive the Audit Committee recommendations, have some robust discussion and then at the next meeting, when Trustee Dent is back, come back with improvements, etc. and then at either the September 30 meeting or at the first meeting in October, adopt it. There is no stonewalling going on and that he wants to make sure it is best practice and leave it for the future Audit Committee to work with. Audit Committee Chairman Tulloch said thank you for the reassurance as it is important to have clear direction. It is drafted up with an excellent start by Trustees Schmitz and Dent. We have tried to beef up the charter and be clear on delegation of duties as the Audit Committee is to provide an objective viewpoint. We serve at the pleasure of the Board and we need to be objective and independent. At his first meeting, he laid down some fairly strong rules and if there was any conflict, he would ask them to abstain. Hopefully what the Board has seen is to keep the Audit Committee more disciplined and on track and he thinks that has been successful. The rewrite is to streamline it and provide reassurance to the public so as to provide objective oversight. There have been some assumptions that we can address whatever we want and he knows it is fairly well laid out. The Audit Committee has taken external advice and incorporated it appropriately. The Audit Committee forms this work themselves as they don't have any Staff. He is not sure that everyone understands the work that has been produced and anything that gets more people involved, the better. We have a huge

talent pool within the community. Trustee Schmitz said on agenda packet page 482 at the bottom and at the top of agenda packet page 483, there were some bullet points that were accidentally removed. She has requested that it be added as one bullet point as everyone was fine with the language. She wants to add 2.6.1. and suggested that we review the documents that are provided. Audit Committee Chairman Tulloch said he accidentally deleted a couple of bullet points that he would be happy to add back. Board Chairman Callicrate said that giving flexibility on the membership, however the committee decides to make it up, he would like to have flexibility. Trustee Tonking said are we only talking about Audit Committee Chairman Tulloch's edit or what can we discuss? Board Chairman Callicrate said both and stated that they are pretty close. He was pretty adamant on having one of the Chairs being a Trustee and Trustee Schmitz pointed out that it would be difficult to chair and getting ready for the meeting as an example. He wants the Audit Committee to be independent, has no intention of shutting down, and that we have want to have the best management practices as this has grown to a much larger scope. Audit Committee Chairman Tulloch said on the organization – we haven't made any changes there. Board Chairman Callicrate said that there might some flexibility for future Audit Committees for that membership. Trustee Schmitz said on agenda packet page 502 there are the bullet points that were removed so that's the language and it was supposed to be an addition. The other thing we changed, on agenda packet page 478, toward bottom, we reviewed the volunteer policies section and that was a recent addition that was really an important one. Board Chairman Callicrate said that he agrees. Trustee Tonking said she appreciates what has been done and that this was a hard task to do the changes. The biggest things to keep in mind are the responsibilities of the Audit Committee and that it is only that three things and then the whistleblower policy and making sure there is no scope creep. It is recommended by GFOA, that the Board nominate the Chair, so if we want it to be independent then those of us that aren't serving get to choose their own person. She also noticed the GFOA statement about the Treasurer and that it needs to include the whole statement. She likes the code of conduct as well as the risk management inclusion and the one other area is the committee added a section about the review of external auditor every year – she is not sure that should be occurring every year. Trustee Schmitz said on agenda packet page 402, right in the middle of the page, 2.4.3.1 through 2.4.3.3, believes that those were the things that Trustee Tonking was talking about. It should be in an engagement letter that the Auditor needs to provide. She has asked the Audit Committee Chairman to consult with Ms. Farr from Davis Farr to understand if this was reasonable; outstanding question that she had. Her understanding, from District General Manager Winqest, is

that we need to change CAFR to have it written out in full detail as we are supposed to be moving away from using that acronym which is a simple change. Please go to agenda packet page 380 which is the scope and those three things; number 4 was added and that she reviewed this against GFOA. Trustee Tonking said that it should be those three things only. Trustee Schmitz said yes, these are the three things and our annual report was helpful to help us fix the language. Trustee Tonking said if we approve this that she wants those three things only and she was making suggestions for consideration for some changes. Board Chairman Callicrate said he does want to keep this moving forward and that he would like to have this in a larger font and in redline that is actually red. He is looking at this at being two more meetings with work being done in between. He thinks the Audit Committee chooses their own Chair and stays autonomous. Trustee Wong said we have three versions in this Board packet and it is not clear where the starting point is. If our objective is to align with GFOA Best Practices, and when she reads the three policies, it is not exactly rather it is the November 2017 policy thus she is not clear on objective and what the starting point is. Board Chairman Callicrate said it would be the original one which was reworked, and then here is what the Audit Committee came up with. It is important to have Trustee Dent weigh in as he was involved in the reinvigorated committee. We need clearer copies as the Audit Committee has done a really good job. Trustee Wong said we should be starting from the November 2017 policy and then bring in the May policy. Board Chairman Callicrate said there is a way to bring together all three policies; do understand what you are asking, and for the next Board meeting, we need something that is more manageable as it is confusing. Audit Committee Chairman Tulloch said he understands. District General Counsel Nelson said there has been a lot of effort by the Audit Committee and that he doesn't want to de-emphasize that effort however it appears that there are some bigger issues that need to be weighed out such as how big should the committee be, Chair, etc. We need the foundation and that would be one option and then take it from there. Trustee Schmitz said that we need to move forward and not backwards. This policy is much more detailed and part of the reason for making it detailed is that it gives an Audit Committee a roadmap on what they are supposed to do and ensure consistency so if you have new members move on and off you have the nicely laid out expectations. She doesn't want to go back to the November 2017 policy as this is much more robust. Let's move it forward as we have worked with this for an entire year and made some great strides and by having this and these edits, it only makes it more consistent, more clear, and therefore everyone clearly understands the role and expectations whether you are an Audit Committee member, Staff member or Board member. She doesn't think that

there are many changes that are needed to this document. Audit Committee Chairman Tulloch would be able to make those changes rather quickly and then get it in front of the full Board of Trustees very soon. Board Chairman Callicrate said he agrees that it can be tightened up, he likes non-Audit Committee Trustees appointing, he would like to have Trustee Dent present, and understands the formatting is tough. Trustee Tonking asked how we are going to make sure that the Audit Committee Chairman gets specific input? Trustee Wong said that the Board of Trustees makes the changes, Staff is the keeper of the document, and that she gets the changes. Board Chairman Callicrate said he would like to keep it with the Audit Committee and asked about how to move legally move forward? District General Counsel Nelson said at the next meeting, Staff can provide a list of questions to facilitate consensus and then turn that into a revised policy. Trustee Schmitz asked if there was a problem we are trying to fix – members, etc. as she needs clarity there. Trustee Tonking said she proposed that we each appoint our own person if not appointed to the committee and that Board Chairman Callicrate brought up 3 to 5 on the committee so these are some of the big changes that have been brought up. Then there is her concern about internal audit is another area to look at and that it follows the three points. Trustee Schmitz said she doesn't feel it is appropriate to just pick someone as we have a responsibility and a duty as a Board. The people who are appointed need to have some qualifications and experience that they are going to bring so she doesn't think we should just pick someone rather we should act as a Board. Trustee Tonking said it is done by multiple places and all have brought up the independence. It is not willy nilly as we pick from a pool, we are responsible for their actions, and if we are going to veer away from GFOA, then we work that independence. Board Chairman Callicrate said it would not be out of thin air. Trustee Wong said she is furthest away from all of you – GFOA should be our starting point, it should be from the Board, and we are independent as we only manage the District General Manager and he manages his Staff. Trustee Tonking made a really good point as the Board hasn't passed anything that the Audit Committee has offered up because the Audit Committee isn't working in concert with the Board. We need to narrow the scope because they are looking at things we aren't going to approve. She is not against at-large members however we created an Audit Committee that grew a little too fast so we need to bring it back internally to the Board and maybe a year from now we can address at-large members. The fact that it is this complex means that we need to clean it up. District General Manager Winqest said if the Board of Trustees doesn't have enough information, this item can be brought back. Board Chairman Callicrate said at the next meeting let's review it and hopefully move it forward. Audit Committee Chairman Tulloch said he is a little bit confused;

based on suggestions made we can appoint our own members – he is not sure about that; he heard a lot of references to GFOA and because of our revenue basis, he doesn't understand that. If we were in a private situation, the Audit Committee would be independent and just to have an appointee by each Board member, it would be like having another Board. Trustee Wong said that is following the corporate model. This Board is made up of Trustees and they are independent. Audit Committee Chairman Tulloch said this is a decision for the Board. Board Chairman Callicrate said let's have this question for the next Board meeting and let's have some pointed questions and get answers. The document put forth is a huge improvement and he wants to see a few tweaks as well as he wants to hear from Trustee Dent, as former Chair, so at the next meeting, let's have the questions that have been gleaned from tonight's robust discussion with a goal of September 30 to complete this task. Trustee Schmitz said so the Audit Committee will continue to operate by the newer version? Board Chairman Callicrate said yes, as if it was adopted and unless until things are changed.

H.7. Audit Committee: Discuss and possibly appoint a Trustee to the Audit Committee (Requesting Trustee: Board Chairman Tim Callicrate)

Board Chairman Callicrate said that Trustee Dent has expressed a desire to serve until the end of the year and that Trustee Tonking has said she was available. Trustee Tonking said, if Trustee Dent said he will serve until the end of the year, she is willing to step aside.

Trustee Tonking made a motion to appoint Trustee Matthew Dent to the Audit Committee to fill a current Trustee vacancy on the Audit Committee. Trustee Schmitz seconded the motion. Board Chairman Callicrate asked for further comments, none were received, so he called the question and the motion was passed unanimously.

H.8. Discussion regarding framework for a future Board training; discussion will be led by Board Chairman Tim Callicrate

Board Chairman Callicrate said that Dr. Bill Mathias has agreed to come up and do various interviews, he is a great facilitator, has worked with the District before, and is well qualified. No paperwork has been signed as this hasn't been discussed with the Board. District General Manager Winquest confirmed that the process would be interviews, then scope of work for review by the Board, and then get a proposal for doing the training. This funding will most likely come out of the District General Manager's

contingency. Trustee Tonking said she is fine with it; sounds good. Trustee Wong said she had no comments. Trustee Schmitz said that one of things we are missing is clearly defined roles, duties and responsibilities and she thought that she was working on them and that, as a Board, we have to work to have that clearly defined. Board Chairman Callicrate said he agrees and that he reached out to Trustee Dent and we can reach out to Dr. Mathias for a scope of work.

I. MEETING MINUTES (for possible action)

I.1. Meeting Minutes of August 10, 2021

Chairman Callicrate said the minutes are approved with the one changes as requested by Audit Committee Chairman Tulloch.

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

There were no public comments made at this time.

K. ADJOURNMENT (for possible action)

The meeting was adjourned at 9:04 p.m.

Respectfully submitted,

Susan A. Herron
District Clerk

Attachments*:

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

Submitted by Aaron Katz: Written statement to be included in the written minutes of this September 2, 2021 regular IVGID Board Meeting – Agenda Items H(2) – Proposed revisions to Policy No. 16.1.1.

Submitted by Aaron Katz: Written statement to be included in the written minutes of this September 2, 2021 regular IVGID Board Meeting – Agenda Items H(3) & H(4) – Legal opinions re beach deed and reviewing Board policies to ensure compliance with Dillon’s Rule

Minutes

Meeting of September 2, 2021

Page 21

Submitted by Aaron Katz: Written statement to be included in the written minutes of this September 2, 2021 regular IVGID Board Meeting – Agenda Item C – Public Comment – Assessing 659 Cristina Drive an additional Recreation Facility Fee

Submitted by Aaron Katz: Written statement to be included in the written minutes of this September 2, 2021 regular IVGID Board Meeting – Agenda Item H(1) – Giving Staff authorization to enter into another wasteful media buying contract with EXL Media

Submitted by Aaron Katz: Written statement to be included in the written minutes of this September 2, 2021 regular IVGID Board Meeting – Agenda Item G(4) – Giving Staff authorization to enter into contracts/make expenditures without Board approval where public bidding is not required

Submitted by Aaron Katz: Written statement to be included in the written minutes of this September 2, 2021 regular IVGID Board Meeting – Agenda Item C – Public Comments – The tens of thousands of dollars of our Recreation (“RFF”) and Beach (“BFF”) facility fees which are needlessly spent on membership dues in all sorts of third party organizations – Here the National Association for Catering and Events (NACE”)

**WRITTEN STATEMENT TO BE INCLUDED IN THE WRITTEN MINUTES OF
THIS SEPTEMBER 2, 2021 REGULAR IVGID BOARD MEETING – AGENDA
ITEMS H(2) – PROPOSED REVISIONS TO POLICY NO. 16.1.1**

Introduction: Here staff propose recommended revisions to Recreation Roll Policy No. 16.1.1 given that review has not taken place since 2018¹. Since I have my own proposed revisions, this is the purpose of this written statement.

My Prior E-mails of July 14, 2021: In anticipation of this item being agendized for possible action, on July 14, 2021 I sent two e-mails to the Board. The first addressed the failure to define a parcel owner’s guests². And the second addressed the ability of IVGID if any to exempt any person or property from paying its rates, tolls and charges³. These two e-mails address what I believe to be the top two (2) problems with beach access and Recreation (“RFF”)/Beach (“BFF”) Facility Fee assessment. For these reasons I urge the Board to discuss both.

The OAG’s September 11, 1975 Opinion re: RFF Exemptions: In March of 2021 I came across some reference to an Office of Attorney General (“OAG”) opinion involving Sierra Nevada College’s (“SNC’s”) request for exemption from the RFF/BFF. For this reason I made a public records request to examine the same. Although IVGID staff did not comply with my records request, it appears that the subject opinion has been placed in the packet of materials in support of this Board meeting at pages 384-386 thereof⁴.

It turns out that the precise request for the opinion was whether IVGID “must...allow...property owners who have been granted an exemption from the levy of general taxes...a like exemption from the payment of recreation service charges...pursuant to (former) NRS 318.200⁵ and 318.201.”⁶ After a

¹ See page 339 of the packet of materials prepared by staff in anticipation of the Board’s September 2, 2021 meeting [“the 9/2/2021 Board packet” (https://www.yourtahoeplace.com/uploads/pdf-ivgid/0902_-_Regular_-_Searchable_-_Part_3__.pdf)].

² This e-mail is attached as Exhibit “A” to this written statement.

³ This e-mail is attached as Exhibit “B” to this written statement.

⁴ A copy of the same is attached as Exhibit “C” to this written statement.

⁵ Former NRS 318.200(1) used to state as follows: “Subject to the provisions of NRS 318.140 and 318.144, the board shall have the power to fix, and from time to time increase or decrease, electric energy, cemetery, swimming pool, other recreational facilities, television, sewer, water, lighting, garbage or refuse rates, tolls or charges (other than special assessments), including but not necessarily limited to service charges and standby service charges, for services or facilities furnished by the district, charges for the availability of service, annexation charges, and minimum charges, and to pledge such revenue for the payment of any indebtedness or special obligations of the district” [see 1977 Statutes of Nevada, Page 542 (<https://www.leg.state.nv.us/Statutes/59th/Stats197703.html#Stats197703page542>)].

⁶ See page 385 of the 9/2/2021 Board packet.

reasoned response, the OAG opined “that...IVGID need not grant a service charge exemption to a charitable corporation merely because such...corporation has also been granted an exemption by the county from the county’s general taxes.”⁷

Obiter Dictum: However, the OAG Opinion went one step beyond what was requested to which I take exception. And that’s where it gratuitously commented, without reasoned opinion, that “IVGID is perfectly capable, pursuant to NRS 318.200, to grant or not grant such an exemption on its own.”⁸ If this had occurred in a court opinion, it would be ignored by reviewing courts as obiter dictum⁹. It should similarly be ignored here.

Notwithstanding the Above, the IVGID Board Has No Power to Exempt Any Parcel/Dwelling Unit, Including the District’s, From Paying the RFF/BFF: In order to exempt property from an exaction, there must be *express* constitutional or statutory authority [*Chapman v. City of Albuquerque*¹⁰, 65 N.M. 228, 335 P.2d 558, 563 (1959)]. Although Art. 8, sec. 2 of the Nevada Constitution¹¹ states that “the property of corporations formed for Municipal, Charitable, Religious, or Educational purposes may be exempted...(from) *taxation...by law*,” according to the District its RFF/BFF are *not* taxes. And a comprehensive review of NRS 318 reveals that nowhere, may a GID exempt anyone from the rates, tolls and charges it fixes for the facilities, services and availability of said facilities and services it furnishes. Therefore, IVGID has no authority to grant RFF/BFF exemptions to anyone.

Moreover, besides the fact IVGID has no power to legislate¹², the doctrine of preemption¹³ prohibits it from making up its own exemptions, *including exempting itself* [*Storrie Project Water*

⁷ See pages 385-386 of the 9/2/2021 Board packet.

⁸ See page 386 of the 9/2/2021 Board packet.

⁹ “A remark, statement, or observation of a judge that is not a necessary part of the legal reasoning needed to reach the decision in a case. Although dictum may be cited in a legal argument, it is not binding as legal precedent, meaning that other courts are not required to accept it” (see <https://www.law.cornell.edu/wex/dictum>).

¹⁰ Go to <https://www.casemine.com/judgement/us/59149dfdadd7b04934655896>.

¹¹ Go to <https://www.leg.state.nv.us/const/nvconst.html#Art8Sec2>.

¹² General improvement districts (“GIDs”) are limited purpose special districts. Therefore their powers are to be *strictly construed* and *limited* [see A.G.O. No. 63-61, p. 102, at p. 103 (August 12, 1963)] to those provided by the Legislature (see NRS 318.116) as explicitly conferred by their County Boards of Commissioners (“County Boards”) in the GID’s initiating ordinance [see NRS 318.055(4)(b)] as supplemented, if at all, by: those “additional basic power(s) expressly granted [see NRS 318.055(4)(a)] ...pursuant to NRS 318.077;” “sections of this chapter (NRS 318) designated therein” [see NRS 318.055(4)(b)]; *and, none other* (see A.G.O. No. 63-61, *Id.*). The basic powers the Washoe County Board has expressly granted to IVGID (all of which have been provided by the Legislature) consist of furnishing facilities for: streets, alleys and public highways [see sec. 3(a) of Ordinance 97, Bill 57, as

authorized by NRS 318.116(7)]; curbs and gutters [see sec. 3(b) of Ordinance 97, Bill 57, as authorized by NRS 318.116(8)]; sidewalks [see sec. 3(c) of Ordinance 97, Bill 57, as authorized by NRS 318.116(9)]; storm drainage and flood control [see sec. 3(d) of Ordinance 97, Bill 57, as authorized by NRS 318.116(10)]; sanitary sewerage [see sec. 3(e) of Ordinance 97, Bill 57, as authorized by NRS 318.116(11)]; water [see sec. 3(g) of Ordinance 97, Bill 57, as authorized by NRS 318.116(15)]; lighting public streets, ways and places [see sec. 3(i) of Ordinance 97, Bill 102, as authorized by NRS 318.116(16)]; the collection and disposal of garbage and refuse [see sec. 3(j) of Ordinance 97, Bill 102, as authorized by NRS 318.116(13)]; public recreation [see sec. 21.5 of former NRS 318.143(1) [SB297, Chapter 413, page 1088, 1965 Statutes]. At the next legislative session this provision was amended to delete the word "public" [see sec 63 of former NRS 318.143(1) {SB408, Chapter 582, page 1714, 1967 Statutes}}]. At the same time sec. 24 of former NRS 318.116 was adopted [SB408, Chapter 582, page 1693, 1967 Statutes] which added the basic power of "furnishing recreation facilities." Today this basic power appears at NRS 318.116(14)]; and, electric light and power [see sec. 3(l)(1) of Ordinance 97, Bill 227, as authorized by NRS 318.116(1)]. Notably, *nowhere* has the Washoe County Board expressly granted to IVGID the basic power to pass laws. Nor does any GID have the municipal police power ["police power(s) do...not specifically refer to the right of state and local governments to create police forces...(Rather, they are) defined as the power of a governmental body to impose laws and regulations which are reasonably related to the protection or promotion of a public good...for the benefit of their communities...such as health, safety or welfare...The sovereign power of a state includes protection of safety, health, morals, prosperity, comfort, convenience and welfare of the public. In the U.S., the authority to regulate local matters concerning health, safety, and morality of state residents is reserved to states under the Tenth (10th) Amendment to the (U.S.) Constitution... Usually states delegate to their political subdivisions the power to enact measures to preserve and protect safety, health, welfare, and morals of the community" (go to <https://municipal.uslegal.com/police-powers/>)] to provide for the health, safety or general welfare of any inhabitants within its geographical boundaries [do a search for municipal police powers in NRS 318. They do not exist. Now do the same thing insofar as counties [NRS 244.137(6) instructs that counties are empowered to address matters of local concern. Matters of local concern are defined at NRS 244.143(2)(a) to include *public health, safety and welfare*], incorporated cities [NRS 267.530 instructs that the powers set forth in "NRS 267.450 to 267.525, inclusive, (are) necessary to secure the *public health, safety, convenience and welfare*" of an incorporated city's inhabitants] and unincorporated towns [NRS 269.190, et seq. address the powers unincorporated towns may exercise. Those powers are listed under the under the "public health, safety, and morals" provisions of NRS chapter 269. NRS 269.190 instructs that "boards of county commissioners may establish and maintain a *board of health* in any unincorporated town;" NRS 269.235(1) and 269.240(5) instruct that a "town board or board of county commissioners may appoint from the residents of an unincorporated town one chief of police and as many other peace officers as...in (their) judgment, the *public safety* may require;" and, NRS 269.128 instructs that the "property, public services and franchises" unincorporated towns may exercise "promote the *general welfare of those inhabitants*" are concerned. As the reader can see, the exact opposite is true. The fact counties, cities and unincorporated towns have expressly been granted municipal police powers and GIDs have not, is

*User's Ass'n. v. Gonzales*¹⁴, 53 N.M. 421, 427, 209 P.2d 530, 534 (1949); *Lake Arthur Drainage Dist. v. Board of Com'rs. of Chaves County*¹⁵, 29 N.M. 219, 223, 222 P. 389, 390 (1924); *Town of Clayton v. Colorado & S.R. Co.*¹⁶, 51 F.2d 977, 980 (10th Cir. 1931)].

Moreover, the District's Exemptions Violate the Local/Special Law Prohibitory Provisions of the Constitution: Art. 4, sec 21 of the Constitution states that "in all...cases where a general law can be made applicable, all laws shall be general and of uniform operation throughout the State."

"[I]f a statute be either a special or local law, or both...but does not come within any of the cases enumerated in section 20, then its constitutionality depends upon whether a general law can be made applicable...Therefore, the first inquiry is whether the legislation is general or whether it is special or local" [*City of Fernley v. State, Dep't of Tax*¹⁷, 132 Nev. Adv. Op. 4, 366 P.3d 699, 708 (2016)]. "[A] law is general when it applies equally to all persons embraced in a class founded upon some natural, intrinsic, or constitutional distinction" [*Clean Water Coalition v. M Resort*, 127 Nev. 301, 311, 255 P.3d 247, 254 (2011)]. "The purpose underlying the general law requirement 'is that when a statute affects the entire state, it is more likely to have been adequately considered by all members of the Legislature, whereas a localized statute is not apt to be considered seriously by those who are not affected by it'" (*Id.*). "Conversely, a law is considered local if it operates over 'a

further evidence the Legislature did not intend that GIDs provide for the health, safety and general welfare of those inhabiting their geographic boundaries. Stated differently, since Washoe County already has the power to provide for the health, safety and welfare of Incline Village/Crystal Bay inhabitants, why do the latter require IVGID to do the same thing?] even where those inhabitants, or the GID itself, may be "interested" in proposed statewide legislation/regulation.

¹³ Preemption occurs when a higher level of government removes regulatory power from a lower level of government. Intrastate preemption occurs where a municipality's authority in a particular area has been supplanted by State law [87 BLR 1113, 1114, *Intrastate Preemption* (2007)]. Because: preemption only occurs when two levels of government operate within the same sphere (*Id.*, 1122), Nevada is a *Dillon's Rule* regime [*Ronnow v. City of Las Vegas*, 57 Nev. 332, 343, 65 P.2d 133 (1937) – go to <https://cite.case.law/nev/57/332/>], GIDs are *limited* forms of government *not* vested with general powers [A.G.O. 63-61, 102, 103 (August 12, 1963) – go to https://ag.nv.gov/uploadedFiles/agnv.gov/Content/Publications/opinions/1963_AGO.pdf], and express grants of authority to GIDs from the Legislature are virtually nonexistent, IVGID is effectively precluded from engaging in *any* substantive policymaking.

¹⁴ Go to <https://casetext.com/case/storrie-project-water-users-assn-v-gonzales>.

¹⁵ Go to <https://cite.case.law/nm/29/219/>.

¹⁶ Go to [https://www.courtlistener.com/opinion/1489157/town-of-clayton-v-colorado-s-ry-co/?q=Town%20of%20Clayton%20v.%20Colorado%20%26%20S.R.%20Co.%2C%2051%20F.2d%20977%2C%20980%20\(10th%20Cir.%201931\)](https://www.courtlistener.com/opinion/1489157/town-of-clayton-v-colorado-s-ry-co/?q=Town%20of%20Clayton%20v.%20Colorado%20%26%20S.R.%20Co.%2C%2051%20F.2d%20977%2C%20980%20(10th%20Cir.%201931)).

¹⁷ Go to <https://casetext.com/case/city-of-fernley-nev-mun-corp-v-state>.

particular locality instead of over the whole territory of the State” (*City of Fernley, Id.*). In other words, “if it confers particular privileges or imposes peculiar disabilities, or burdensome conditions in the exercise of a common right; upon a class of persons arbitrarily selected, from the general body of those who stand in precisely the same relation to the subject of the law” (*Clean Water Coalition, Id.*). Because here the District’s RFF/BFF exemption provisions confer particular privileges and impose peculiar disabilities in the exercise of a common right upon classes of persons arbitrarily selected, and further allow the Board to exempt any other parcel/dwelling unit on a case-by-case/discriminatory basis (how else can one explain the Board’s exemption of a Pet Network parcel from the RFF/BFF?), they represent an unconstitutional special or local law.

So How Many Parcels Have IVGID Wrongly Exempted From Paying the RFF? We never would have had a clue were it not for staff’s disclosure at pages 340-341 of the 9/2/2021 Board packet¹⁸. And now we know. 270 IVGID parcels (104 of which are unbuildable); 347 State of Nevada parcels; 22 Washoe County parcels; 18 unbuildable publicly owned parcels; 13 unbuildable privately owned parcels; 6 Washoe County School District (“WCSD”) parcels; 4 North Lake Tahoe Fire Protection District (“NLTFPD”) parcels; the Pet Network parcel; and, 687 State of Nevada parcels. All told, at least 1,368 parcels With a combined RFF/BFF of \$780, *we’re talking about over \$1M of lost revenue!*

If the BFF/RFF Pay For the Availability to Access and Use the District’s Beach and/or Recreation Facilities as Staff Represent, the Fact Those Whose Parcels Are Exempt From Paying the BFF/RFF Are Required to Pay For the Water/Sewer/Trash Services the District Furnishes, is Evidence That Those Parcels Are Required to Pay the BFF/RFF: After all, the authority to fix rates, tolls and charges for *all* of these services is the same NRS 318.197(1).

Conclusion: For the reasons stated above, I pray that the IVGID Board consider the modifications to Policy No. 16.1.1 I suggest.

And to those asking why their RFFs/BFFs are as high as they are and how IVGID’s favored collaborators are able to escape assessment, now you have another example.

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

¹⁸ These pages with asterisks placed next to relevant portions are attached as Exhibit “D” to this written statement.

EXHIBIT "A"

Modification of Policy 16.1.1 - Rec Roll Policy

From: <s4s@ix.netcom.com>
To: <ISW@ivgid.org>
Cc: "Wong, Kendra Trustee" <wong_trustee@ivgid.org>, "Schmitz, Sara" <schmitz_trustee@ivgid.org>, "Tonking, Michaela" <tonking_trustee@ivgid.org>, "Callicrate, Tim" <tim_callicrate2@ivgid.org>, <dent_trustee@ivgid.org>
Subject: Modification of Policy 16.1.1 - Rec Roll Policy
Date: Jul 14, 2021 6:41 PM

Hello Indra -

Judy and I listened to last night's Board meeting with interest. And your statement to the effect you intend to recommend massive changes to Rec Roll Policy 16.1.1. These changes actually address recent e-mails between Margaret Martini, the Board and you. So I would like to respond.

First of all, and I've made this point before, the Board has no power to adopt "policies" which are the equivalent of legislation or laws. Go to NRS 318 and show me where GIDs have the power to pass laws. Or legislation. Or policies. Or ordinances that have the effect of law. The closest you get is NRS 318.205 which addresses "bylaws." In point of fact, "The board shall have the power to adopt and amend bylaws, not in conflict with the Constitution and laws of the State: 1. For carrying on the business, objects and affairs of the board and of the district. 2. Regulating the use or right of use of any project or improvement."

To the extent Policy 16.1.1 goes further, or for that matter any Board policy goes further, it violates NRS 318.205. In fact, even if in line with NRS 318.205 but violative of the laws or Constitution of Nevada, it is impermissible.

And according to Dillon's Rule, if there be any doubt as to whether the IVGID Board has a power, that doubt is to be resolved AGAINST the Board and the power doesn't exist.

Can a GID assess rates, tolls or charges? The answer is yes because NRS 318.197(1) expressly provides therefore.

Can a GID exempt anyone from the rates, tolls or charges it assesses when the recipient of that exemption realizes the same special benefits as do those who are not exempted? The answer is NO because nowhere are exemptions provided. And it cannot be inferred that the Legislature knew exemptions could be granted but somehow forgot to provide therefore because NRS 318.350 expressly speaks to exemptions: "all property owned and used by a school district is exempt from any assessment made pursuant to the provisions of this chapter." Thus if the Legislature had intended to exempt anyone from the rates, tolls and charges a GID may assess, including IVGID, it knew how to do so. Yet it didn't! And according to Dillon's Rule, if IVGID has any doubt about whether the right to exempt anyone from paying rates, tolls and charges, that doubt is to be resolved AGAINST staff's interpretation to the contrary. This is why IVGID must pay sewer, water and solid waste rates, tolls and charges like every other District parcel owner.

Next, let's go to the beach deed. You know very well Indra it recites that EVERY parcel within IVGID's 1968 boundaries has been granted an easement to access and use the beaches. That means US, State of Nevada, Washoe County and IVGID parcels. So for you or anyone else to state that the State, the County, the Forest Service or IVGID itself does not have a property right to access and use the beaches is untrue. So you chastizing Margaret Martini for suggesting the contrary, is wrong.

Now if IVGID has the right to grant beach access to its 1,012 employees, under the guise they are "guests," the Forest Service, the State and the County have the same right. And if IVGID doesn't have to pay for its employees' beach access, then neither does the Forest Service, the State,, the County or me for that matter.

These are consequences of your behavior Indra. You may not like it, but the facts are the facts.

And BTW, where in the beach deed does it mention picture passes? Or punch cards? In fact, where does it mention that relatives of parcel owners with beach access are entitled to stand alone beach access? Where does it state that these non-parcel owner relatives can grant guest access to any of THEIR guests? None of this is in the beach deed and you know it.

I intentionally have not addressed the question of whether involuntary beach fees can be assessed, however for purposes of Policy 16.1.1, how about we ensure that the beach deed is strictly adhered to?

Thank you for the opportunity, Aaron Katz

EXHIBIT "B"

recites that EVERY parcel within IVGID's 1968 boundaries has been granted an easement to access and use the beaches. That means US, State of Nevada, Washoe County and IVGID parcels. So for you or anyone else to state that the State, the County, the Forest Service or IVGID itself does not have a property right to access and use the beaches is untrue. So you chastizing Margaret Martini for suggesting the contrary, is wrong. > > Now if IVGID has the right to grant beach access to its 1,012 employees, under the guise they are "guests," the Forest Service, the State and the County have the same right. And if IVGID doesn't have to pay for its employees' beach access, then neither does the Forest Service, the State,, the County or me for that matter. > > These are consequences of your behavior Indra. You may not like it, but the facts are the facts. > > And BTW, where in the beach deed does it mention picture passes? Or punch cards? In fact, where does it mention that relatives of parcel owners with beach access are entitled to stand alone beach access? Where does it state that these non-parcel owner relatives can grant guest access to any of THEIR guests? None of this is in the beach deed and you know it. > > I intentionally have not addressed the question of whether involuntary beach fees can be assessed, however for purposes of Policy 16.1.1, how about we ensure that the beach deed is strictly adhered to? > > Thank you for the opportunity, Aaron Katz

EXHIBIT "C"



STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL
SUPREME COURT BUILDING
CARSON CITY 89701

ROBERT LIST
ATTORNEY GENERAL

September 11, 1975

Lester H. Berkson, Esq.
P. O. Box 269, Lake Tahoe
Stateline, Nevada 89449

Dear Mr. Berkson:

You have stated that the Incline Village General Improvement District (IVGID) has, pursuant to NRS 318.200, fixed a service charge and standby service charge for the operation and maintenance of community beaches, a swimming pool and recreational areas for its residents. NRS 318.201 authorizes the IVGID to elect to have such charges collected on the tax roll of the county together with general taxes.

The IVGID, pursuant to NRS 318.201, has so elected to have its charges collected on the tax roll of the county and, in accordance with that statute, submitted an annual report to the county treasurer for the purpose of determining what property shall be charged and at what rates. Paragraph 2(f) provides a list of exceptions to such charges. Charitable corporations are not included in the list of these exceptions.

A property owner in the District, Sierra Nevada College, has received an exemption from the levy of general taxes by Washoe County pursuant to NRS 361.140 as a charitable corporation. Sierra Nevada College has now applied to the IVGID to be exempt from the levy of recreational charges on the tax roll based on the fact that they are now exempt from the county's general taxes.

NRS 318.201(12) provides as follows:

"All laws applicable to the levy, collection and enforcement of general taxes of the District, including, but not limited to, those pertaining to the matters of delinquency, correction, cancellation, refund, redemption and sale, are applicable to such charges."

Lester H. Berkson, Esq.
September 11, 1975
Page Two

You have, therefore, asked the following question:

"Must IVGID allow those property owners who have been granted an exemption from the levy of general taxes on the tax roll by Washoe County a like exemption from the payment of recreation service charges collected on the same tax roll for the use of recreational facilities furnished by IVGID pursuant to NRS 318.200 and 318.201?"

The answer to this question would be in the negative. The specific authority for levying recreational charges upon property owners in a general improvement district is found in NRS 318.200. Any exemptions to such charges could be granted by a general improvement district pursuant to that statute and only that statute. The sole purpose of NRS 318.201, on the other hand, is merely to allow a convenient means of collecting this tax. That is, rather than have a general improvement district go to the trouble and expense of issuing its own tax levy, the statute provides that the county treasurer may permit the collection of such charges along with the general taxes of the county. The exemptions which may be contained in Chapter 361, therefore, pertain only to general taxes and not to the district's recreational charges.

NRS 318.201(12) does not, therefore, refer to all substantive laws relating to the collection of taxes, but only to the procedural laws of levying, collecting, and enforcing taxes and charges upon the residents of the county and the District. This is apparent from the language of the statute itself which evinces a clear intention to apply only the collection and enforcement provisions of Chapter 361 relating to such matters as delinquency, correction, cancellation, refund, redemption and sale.

Accordingly, it is the opinion of this office that the IVGID need not grant a service charge exemption to a charitable corporation merely because such a charitable corporation has also been granted an exemption by the county

Lester H. Berkson, Esq.
September 11, 1975
Page Three

from the county's general taxes. The IVGID is perfectly capable, pursuant to NRS 318.200, to grant or not grant such an exemption on its own.

Sincerely,

ROBERT LIST
Attorney General

By: Donald Klasic
Deputy Attorney General

DK:rms

EXHIBIT "D"

Unbuildable Lots

Ordinance 7 specifically addresses the treatment of Unbuildable Lots for purposes of assigning and administering IVGID recreation and beach privileges. By definition, unbuildable lots do not have any structures on the property, however, privately-owned unbuildable lots are subject to assessment of recreation and beach facility fees, unless the property-owner has filed documentation seeking exemption from the assessment (and foregoing associated recreation privileges).

Washoe County tracks “unbuildable lots” via to land use codes. Based on the information maintained by Washoe County, there are currently a total of 162 unbuildable lots within the District. Of these, a total of 40 are privately-owned, while 122 are publicly-owned.

Of the 40 privately-owned unbuildable lots within the District, 25 of these are currently assessed both a recreation and beach facility fee, and 2 additional parcels are assessed a recreation facility fee only.

Unbuildable Lots:	Public	Private	Total
Land Use Code 160 - Splinter, unbuildable; small sizes or shape	17	2	19
Land Use Code 170 - Other, unbuildable: roads, restrictions, terrain	105	38	143
	122	40	162
IVGID Facility Fees Charged			
<i>Recreation Fee</i>		27	27
<i>Beach Fee</i>		25	25

Note: The District holds title to 104 of the 122 publicly-owned Unbuildable Lots.



IV. FINANCIAL IMPACT AND BUDGET

None at this time.

V. ALTERNATIVES

Provide Staff direction to not bring back Policy 16.1.1, Recreation Roll Policy for further discussion or possible revisions.

WRITTEN STATEMENT TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS SEPTEMBER 2, 2021 REGULAR IVGID BOARD MEETING – AGENDA ITEMS H(3) & H(4) – LEGAL OPINIONS RE BEACH DEED AND REVIEWING BOARD POLICIES TO ENSURE COMPLIANCE WITH DILLON’S RULE

Introduction: Here staff propose spending up to \$34K with two sets of attorneys (one of them being Josh Nelson) for what amounts to legal opinions insofar as: the beach deed covenants, and the validity of our various policies in light of Dillon’s Rule. Because this is another incredible waste financed by our Recreation (“RFF”) and Beach (“BFF”) Facility Fees, I recommend no. And that’s the purpose of this written statement.

Legal Scope of Work for Beach Deed Opinion: Agenda item H(3) seeks to provide a scope of work for the Board’s possible appointment of a special legal counsel related to one or more opinions insofar as the beach deed is concerned¹. “For scope, the Board could retain special legal counsel for: (1) a review of IVG I D’s historic practice of providing beach access to non-resident employees to ensure compliance with the deed; and, (2) to review any proposed edits to Ordinance No. 7 or Policy 16.1 to ensure compliance with the deed.”² And for cost, we would be looking at a not to exceed \$25,000².

Legal Scope of Work to Review and Update Policies Related to Dillon’s Rule: Agenda item H(4) seeks to approve a proposed scope of work which includes policies related to community programming and those related to:

- To venue cards to employees, expense reimbursements, employee appreciation parties and related gift certificates, and employee reward programs through IVGID "bucks" or similar programs to ensure compliance with NRS and Dillon's Rule;
- Review of Policy 132/Resolution 1701 to ensure compliance with NRS and Dillon's Rule;
- Identifying potential edits and revisions for Board consideration;
- Developing revised policies based on Board direction³;

At a proposed cost of \$8,745⁴.

¹ See page 387 of the packet of materials prepared by staff in anticipation of the Board’s September 2, 2021 meeting [“the 9/2/2021 Board packet” (https://www.yourtahoeplace.com/uploads/pdf-ivgid/0902_-_Regular_-_Searchable_-_Part_3__.pdf)].

² See page 388 of the 9/2/2021 Board packet.

³ See pages 389-90 of the 9/2/2021 Board packet.

⁴ See page 390 of the 9/2/2021 Board packet.

An Opinion is Just That. An Opinion: It is not determinable. Nor is it enforceable against anyone. So what a waste of money.

In Contrast a Petition Confirmation Under NRS 43.100(1) Would be So Much More Productive: NRS 43.100(1) allows a “governing body (to) file or cause to be filed a petition...praying (for) a judicial examination and determination of the validity of any power conferred or of any instrument, act or project of the municipality, whether or not such power has been exercised, such instrument has been executed or otherwise made or such act or project has been taken.”⁵

The Effect of a Petition Under NRS 43.100 Would Be to Secure an Enforceable Judgment: NRS 43.140(1) instructs that such a “petition...shall be sufficient to give the court jurisdiction, and upon hearing the court shall examine into and determine all matters and things affecting the question submitted, shall make such findings with reference thereto and render such judgment and decree thereon as the case warrants.”⁶ Therefore whatever it is the Board seeks In securing a legal opinion, it can realize so much more because of a NRS 43.100 petitioner. Moreover, with a \$34,000 budget, the District should be able to recover it expects to recover if a private attorney is secured.

My E-Mail of September 2, 2021: On September 2, 2021 I sent the Board an e-mail which outlined all of the above and urged a NRS 43.100 confirmation action be filed.⁷

Conclusion: For the reasons stated above, I pray that the IVGID have all of its outstanding issues resolved once and for all by means of a NRS 43.100 petition.

And to those asking why their RFFs/BFFs are as high as they are, now you have another example.

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

⁵ Go to <https://www.leg.state.nv.us/nrs/nrs-043.html#NRS043Sec100>.

⁶ Go to <https://www.leg.state.nv.us/nrs/nrs-043.html#NRS043Sec140>.

⁷ See Exhibit “A” to this written statement.

EXHIBIT "A"

Agenda Items H(3) & H(4) - Legal Opinion re Beach Deed and Dillon's Rule

From: <s4s@ix.netcom.com>
To: "Callicrate, Tim" <tim_callicrate2@ivgid.org>
Cc: "Dent, Matthew" <dent_trustee@ivgid.org>, "Wong, Kendra Trustee" <wong_trustee@ivgid.org>, "Schmitz, Sara" <schmitz_trustee@ivgid.org>, "Tonking, Michaela" <tonking_trustee@ivgid.org>, <ISW@ivgid.org>
Subject: Agenda Items H(3) & H(4) - Legal Opinion re Beach Deed and Dillon's Rule
Date: Sep 2, 2021 2:36 PM

Chairperson Callicrate and Other Honorable Members of the IVGID Board -

Here staff seek the expenditure of up to \$34K with Josh Nelson and others (selected by staff and not the Board) to: review staff action in light of the covenants contained in the beach deed (agenda item H3) and to review and update IVGID policies related to Dillon's Rule which impact the beaches (agenda item H4).

What an incredible waste...AGAIN!

An opinion is nothing more than just that; an opinion. And different persons can and do have different opinions. And we've had prior examples of Mr. Nelson's opinions. They're skewed in favor of his real client; Indra and staff.

We need a truly impartial opinion. And we need one that's final and forever. We won't get that with what is proposed to the Board. And for a whopping \$34K!

You've been put on notice before that a straightforward remedy exists to address all of these issues. And it's NRS 43.100 which gives a court jurisdiction to declare and confirm all of these issues. And once and for all. And you don't think it can't be done for \$34K or less?

And why doesn't staff share these facts with the Board under "Alternatives?" The fact they don't probably answers all of your questions. Deny both matters and retain an attorney to file a NRS 43.100 action.

Thank you for your cooperation.

Aaron Katz

**WRITTEN STATEMENT TO BE INCLUDED IN THE WRITTEN MINUTES OF
THIS SEPTEMBER 2, 2021 REGULAR IVGID BOARD MEETING – AGENDA
ITEM C – PUBLIC COMMENT – ASSESSING 659 CRISTINA DRIVE AN
ADDITIONAL RECREATION FACILITY FEE**

Introduction: NRS 318.203(1) states that “if an(y)...person has a reasonable belief that a dwelling unit exists that is not currently being charged for services provided by a general improvement district...the ...person may submit an affidavit to the board of trustees of the district, setting forth the facts upon which the...person bases his or her belief.” On August 25, 2021 I sent the Board an e-mail putting the Board on notice of the fact that 659 Cristina Drive, Incline Village, NV. is receiving recreation and beach privileges for two dwelling units, yet it is only being assessed a single Recreation (“RFF”) and Beach (“BFF”) Facility Fee. I asked that the Board agendize the matter for a hearing “to determine whether the unit referenced...is being used as a (separate) dwelling unit.”¹ Given my request was not agendized for tonight’s meeting, I submit this written statement.

659 Cristina Consists of Two Dwelling Units: The District’s resolutions adopting the RFF/BFF and ordering their collection on the county tax roll expressly state that each dwelling unit on a residential parcel is to be assessed as a separate RFF/BFF. Dwelling unit is defined by Policy 16.1.2.4 as “any...portion (or)...any building which contains living facilities with provisions for sleeping, eating, cooking, and sanitation.”² The exhibits to my August 25, 2021 e-mail demonstrate that the downstairs dwelling unit under the street level garage contains living facilities with provisions for sleeping, eating, cooking and sanitation. In addition to the street level unit which similarly contains living facilities with provisions for sleeping, eating, cooking and sanitation, this parcel consists of two separate dwelling units.

How is This Property Any Different Than a Duplex Under a Common Roof? It isn’t!

659 Cristina Drive is Only Being Assessed a Single RFF/BFF: Exhibit “B” is a print out of the taxes assessed against 659 Cristina Drive. I have placed an asterisk next to the portion which evidences a single RFF/BFF.

Policy 3.1.0.4³ Permits Anyone to Ask That a Matter Be Agendized For a Meeting of the Board: It provides as follows: “If a person or party, including the general public, wishes to have a matter considered by the Board, a written request should be submitted to the General Manager, in advance of the meeting.” On August 25, 2021 I submitted my request, and I reiterate it here and now.

¹ A copy of my e-mail request with attachments is attached as Exhibit “A” to this written statement.

² See page 43 at https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_Board_Policies_1.pdf.

³ See page 8 at https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_Board_Policies_1.pdf.

This Isn't the First Time a Member of the Public Has Asked For Board Action Pursuant to NRS 318.203: In 2013, I believe in the month of June, resident Frank Wright made a similar request to the then Board insofar as the 88 or more dwelling units in Campbell-Friedman and Prim-Schultz Halls on the then Sierra Nevada College ("SNC") campus⁴. And how did the Board respond? It ignored the request the same way I suspect it will ignore the current request.

Conclusion: When are you Board members going to do your jobs? You've been placed on notice. Schedule a hearing, provide notice to the property owner, and if it turns out this is an additional dwelling unit, assess 659 Cristina Drive multiple RFFs/BFFs. You each have a duty to ensure no parcel owners pays more in RFFs/BFFs than required by ensuring all dwelling units subject to the RFF/BFF pay their fair share.

And to those asking why their RFFs/BFFs are as high as they are, now you have another example. All of us are wrongly subsidizing this property's RFFs/BFFs.

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

⁴ That unsigned form of affidavit is attached as Exhibit "C" to this written statement.

EXHIBIT "A"

Accessory dwelling unit STR at 659 Cristina which isn't being assessed a separate RFF/BFF

From: <s4s@ix.netcom.com>
To: Callicrate, Tim <tim_callicrate2@ivgid.org>
Cc: Dent, Matthew <dent_trustee@ivgid.org>, Wong, Kendra Trustee <wong_trustee@ivgid.org>, Schmitz, Sara <schmitz_trustee@ivgid.org>, Tonking, Michaela <tonking_trustee@ivgid.org>, <ISW@ivgid.org>
Subject: Accessory dwelling unit STR at 659 Cristina which isn't being assessed a separate RFF/BFF
Date: Aug 25, 2021 10:59 AM
Attachments: [659Cristina_FloorPlan.png](#) [Screenshot \(356\).png](#) [Screenshot \(354\).png](#) [Screenshot \(355\).png](#) [Screenshot \(357\).png](#) [Screenshot \(358\).png](#)

Chairperson Callicrate and Other Honorable Members of the IVGID Board:

Indra states that he is going to agendize Policy 16.1.1 for discussion at the next Board meeting.

This Policy speaks of exemptions. They should be eliminated as I have previously provided evidence that IVGID has no power whatsoever to exempt any parcel from paying the RFF/BFF.

Well there's another party of Policy 16.1.1 which needs to be discussed. And that's what a "dwelling unit" is and why all the units which meet this definition in town aren't being separate assessed.

Policy 16.1.2.4 defines dwelling unit as "any building or portion thereof, which contains living facilities with provisions for sleeping, eating, cooking, and sanitation."

659 Cristina. The owner of this unit has constructed a second, separate dwelling unit as the attachments evidence. This unit meets the requisite definition. It is no different than a duplex or apartment building with two dwelling units but for the zoning classification. If you don't believe me, then how about you direct your professional staff to examine the same and report back to the Board and the public. Because this property is only being assessed a single RFF/BFF.

If you're really going to be fair and uniform, you are going to assess this parcel multiple RFFs/BFFs. And you're going to do the same for the many hundreds of similar multi-dwelling units in town.

NRS 318.203(1) states that "if an(y)...person has a reasonable belief that a dwelling unit exists that is not currently being charged for services provided by a general improvement district...the...person may submit an affidavit to the board of trustees of the district, setting forth the facts upon which the...person bases his or her belief." I have reasonable belief and I had submitted evidence attached to this e-mail which supports my belief.

Now this e-mail isn't an affidavit, however, if you're going to hold this distinction against me, please advise and I will put it into an affidavit.

NRS 318.203(2) states that once "a board of trustees receives an affidavit described in subsection 1, the board may set a date for a hearing to determine whether the unit referenced in the affidavit is being used as a dwelling unit." So are you going to do as this section instructs?

Thank you for cooperation. And please post a copy of this e-mail request, together with attachments, on the communications portion of the District's web site. Aaron Katz



Start your search



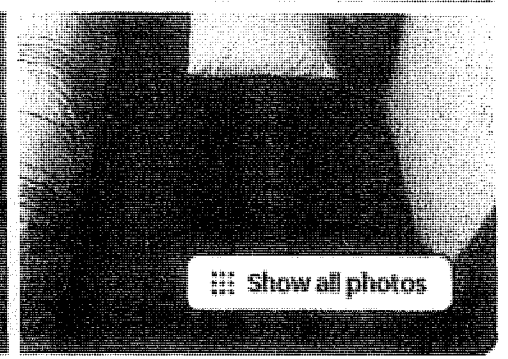
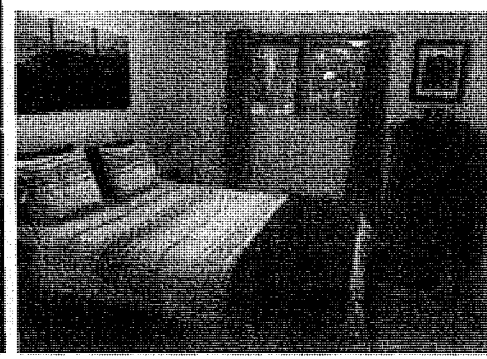
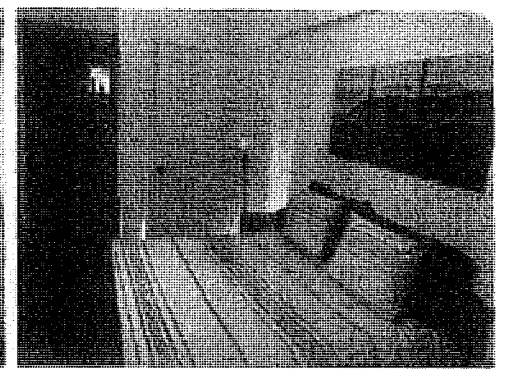
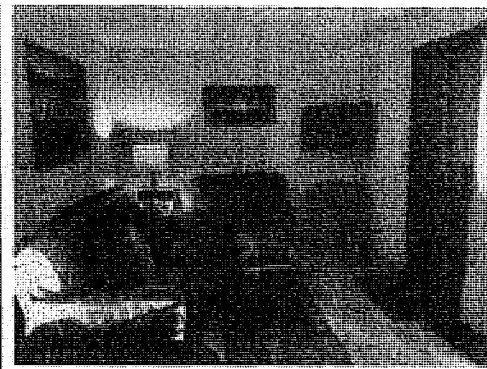
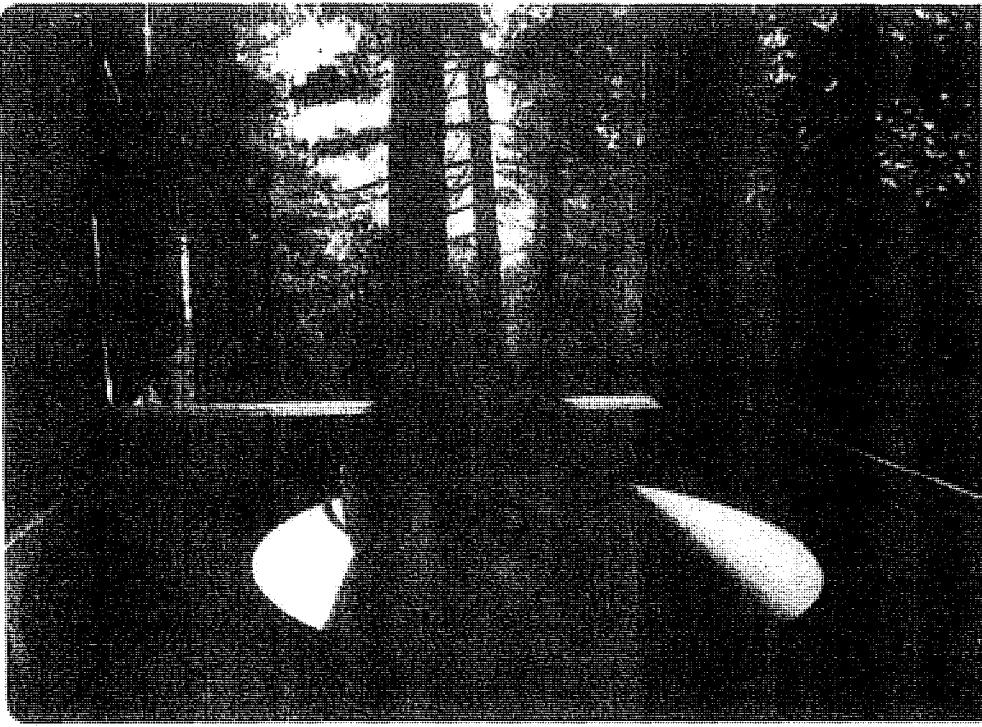
Become a host



Eastern Slope 1BR nestled in the mountains!

★ 5.0 (47 reviews) · Superhost · [Incline Village, Nevada, United States](#)

[Share](#) [Save](#)



Show all photos

Entire rental unit hosted by Meghan

3 guests · 1 bedroom · 2 beds · 1 bath



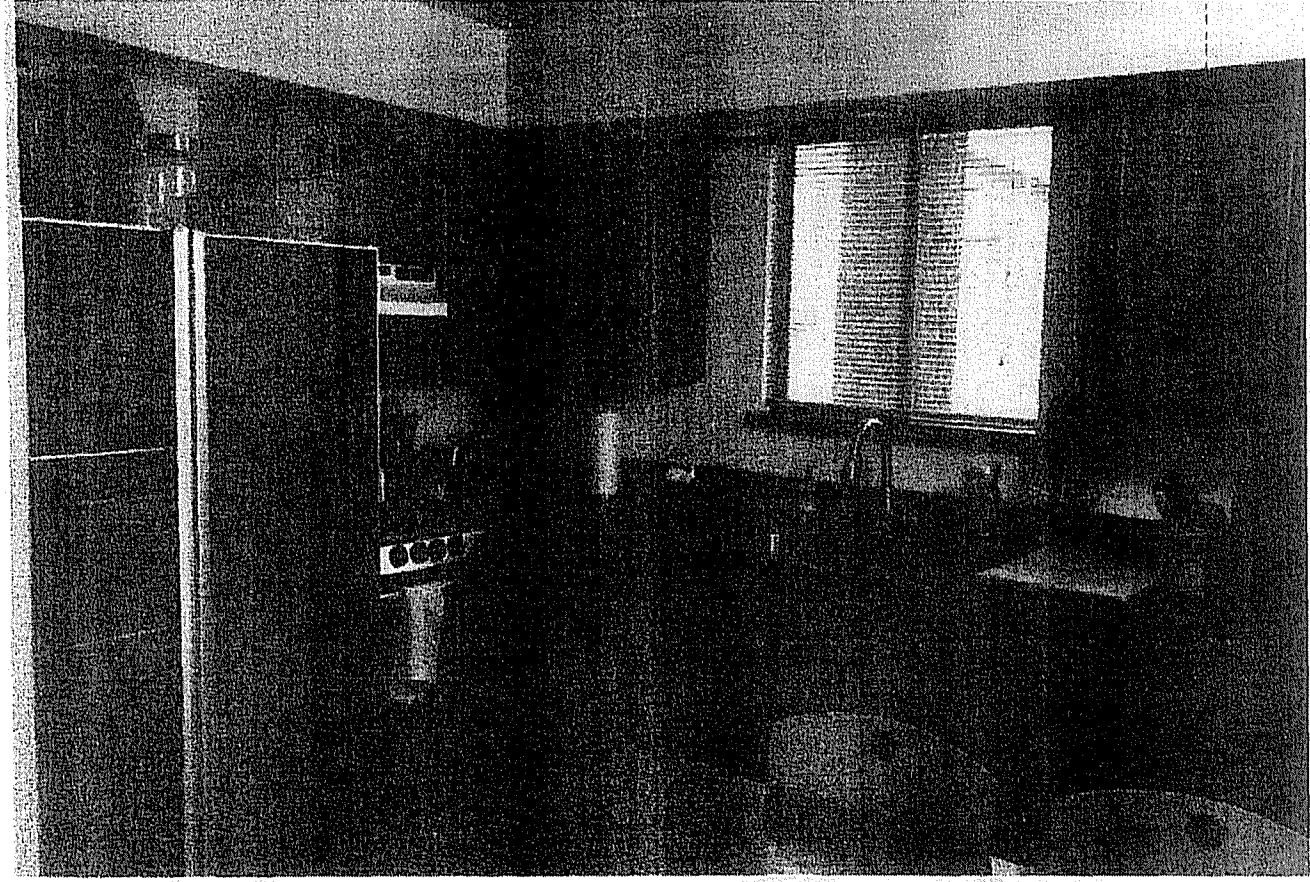
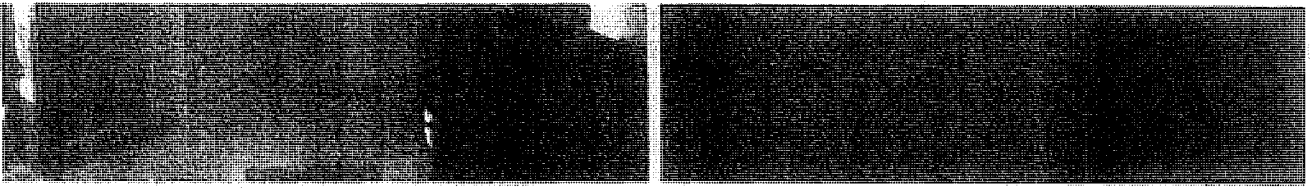
\$165 / night

★ 5.0 (47 reviews)

Entire home

CHECK-IN Add date	CHECKOUT Add date
----------------------	----------------------





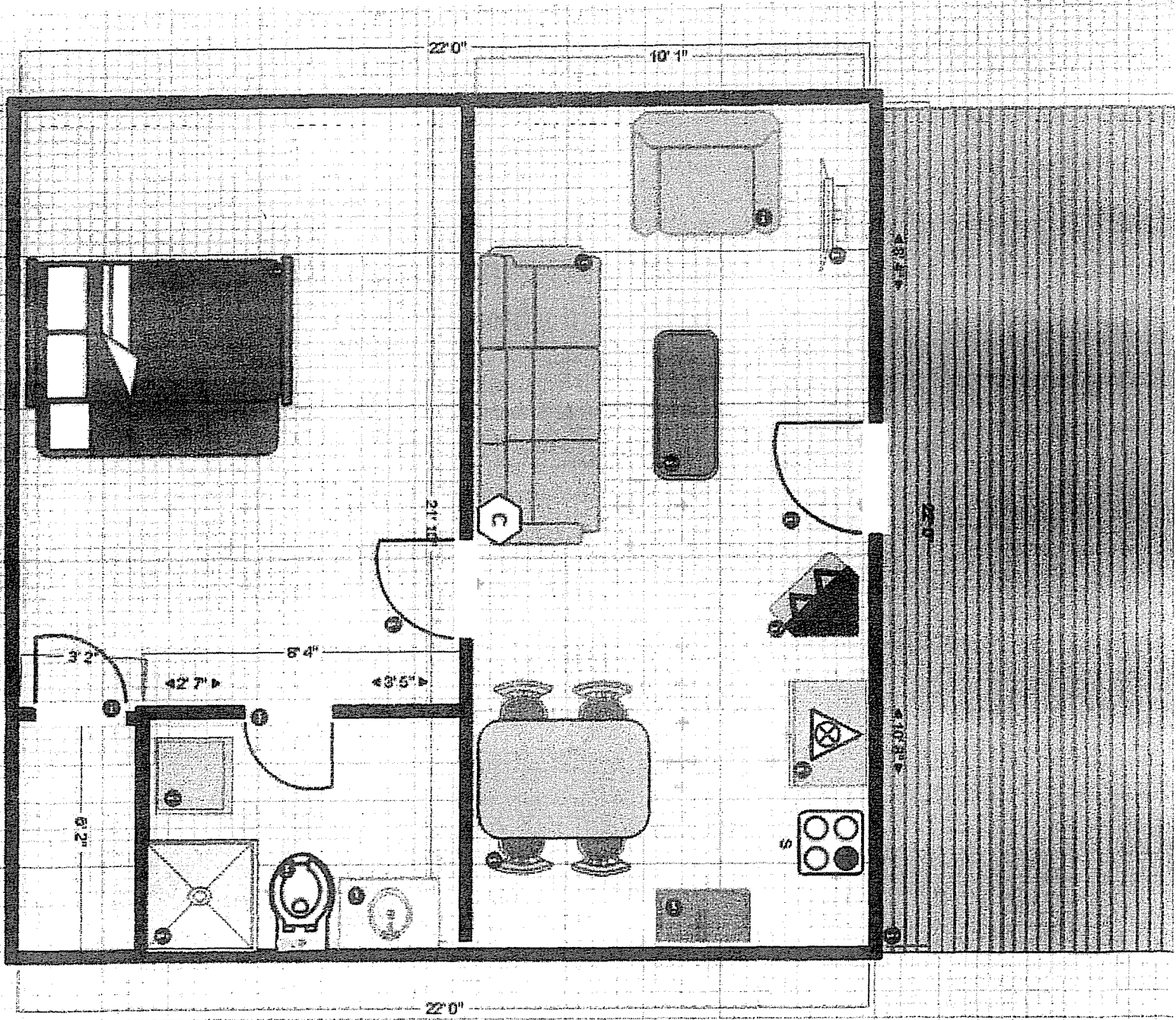


EXHIBIT "B"

Washoe County Treasurer
 P.O. Box 30039, Reno, NV 89520-3039
 ph: (775) 328-2510 fax: (775) 328-2500
 Email: tax@washoecounty.us

Washoe County Treasurer
 Tammi Davis

Bill Detail

Washoe County Parcel Information		
Parcel ID	Status	Last Update
12625121	Active	9/7/2021 1:38:58 AM
Current Owner: OTTER CREEK TRUST 659 CRISTINA DR INCLINE VILLAGE, NV 89451		SITUS: 659 CRISTINA DR INCL NV
Taxing District 5200	Geo CD:	
Legal Description		
Block SubdivisionName SCOTCHWOOD SUBDIVISION Range 18 Township 16 Section Lot 2		

Pay By Check

Please make checks payable to:
WASHOE COUNTY TREASURER

Mailing Address:
 P.O. Box 30039
 Reno, NV 89520-3039

Overnight Address:
 1001 E. Ninth St., Ste D140
 Reno, NV 89512-2845

Installments						
Period	Due Date	Tax Year	Tax	Penalty/Fee	Interest	Total Due
INST 1	8/16/2021	2021	\$0.00	\$0.00	\$0.00	\$0.00
INST 2	10/4/2021	2021	\$3,122.86	\$0.00	\$0.00	\$3,122.86
INST 3	1/3/2022	2021	\$3,122.86	\$0.00	\$0.00	\$3,122.86
INST 4	3/7/2022	2021	\$3,122.85	\$0.00	\$0.00	\$3,122.85
Total Due:			\$9,368.57	\$0.00	\$0.00	\$9,368.57

Change of Address

All requests for a mailing address change must be submitted in writing, including a signature (unless using the online form).

To submit your address change online [click here](#)

Address change requests may also be faxed to: (775) 328-3642

Address change requests may also be mailed to:
 Washoe County Assessor
 1001 E 9th Street
 Reno, NV 89512-2845

Tax Detail			
	Gross Tax	Credit	Net Tax
<u>Incline Recreati</u>	\$780.00	\$0.00	\$780.00
<u>Incline Village</u>	\$557.93	(\$156.40)	\$401.53
<u>North Lake Tahoe 2</u>	\$2,722.43	(\$585.33)	\$2,137.10
<u>State of Nevada</u>	\$714.22	(\$136.71)	\$577.51
<u>Washoe County</u>	\$5,846.91	(\$1,119.19)	\$4,727.72
<u>Washoe County Sc</u>	\$4,783.16	(\$915.59)	\$3,867.57
<u>LAKE TAHOE WATER BASIN</u>	\$2.03	\$0.00	\$2.03
Total Tax	\$15,406.68	(\$2,913.22)	\$12,493.46

Payment History				
Tax Year	Bill Number	Receipt Number	Amount Paid	Last Paid
2021	2021283544	B21.106465	\$3,124.89	8/25/2021

The Washoe County Treasurer's Office makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation. If you have any questions, please contact us at (775) 328-2510 or tax@washoecounty.us

EXHIBIT "C"

AFFIDAVIT BY FRANK WRIGHT PURSUANT TO NRS 318.203

To: Susan Herron, Clerk to the Incline Village General Improvement District (“IVGID”) Board of Trustees (“the Board”), on behalf of Bruce Simonian, Board Chairperson, and to the Board’s other Honorable Trustees:

I, Frank Wright, affirm and declare the following:

1. I am a resident of Crystal Bay, Nevada.
2. I make this affidavit pursuant to NRS 318.203(2).
3. I make this affidavit based upon facts reasonably believed by me to be true.
4. I am informed, reasonably believe and based thereupon, allege that the population of Washoe County is less than 700,000 persons.
5. I am informed, reasonably believe and thereupon allege, that there are 88 or more dwelling units designed for residential occupancy by one or more persons for living and sleeping purposes housed within one or more structures (“the dwelling units”) on property owned by Sierra Nevada College¹ (“SNC”) in Washoe County, NV., which is commonly known as 999 Tahoe Blvd., Incline Village, APN 127-040-04 (“the property”), 26 of which are housed within Campbell-Friedman Hall and another 62 of which are housed within Prim-Schultz Hall².
6. I am informed, reasonably believe and thereupon allege, that each dwelling unit consists of one or more rooms, including a bathroom, and all or part of a room and/or accessibility to all or part of a room (Patterson Dining Hall) which is designed, capable for use or actually being used for storage refrigeration, cooking (by the rental of a “micro-fridge unit” or otherwise) and preparation of food².
7. I am informed, reasonably believe and thereupon allege, that the property is neither a hotel nor motel given amongst other reasons, I am informed, reasonably believe and thereupon allege, that none of the dwelling units pays Washoe County transient occupancy taxes.
8. I am informed, reasonably believe and thereupon allege, that all SNC freshmen and sophomores (but for those living with a parent or guardian) are required to live in the property, and SNC charges

¹ In support of this assertion I have attached portions of the Washoe County Assessor’s Office’s web site (<http://www.washoecounty.us>) which details the owner of the property.

² In support of this assertion I have attached portions of SNC’s web site (<http://www.sierranevada.edu/student-life/on-campus-2/residence-life/>) addressing “Residence Life.”

anywhere from \$11,800-\$14,600 in rent per dwelling unit per school year³ [August 12, 2013-May 14, 2014 (i.e., 9 months)], or \$1,311-\$1,622 per month per dwelling unit². In contrast, I am informed, reasonably believe and thereupon allege that the Cal Neva Lodge is charging or recently has advertised the rent of former hotel rooms for \$650 per month.

9. I am informed, reasonably believe and thereupon allege, that each occupant of a dwelling unit is required to enter into a written "Housing Lease" for a term of one school year³.

10. I am informed, reasonably believe and based thereupon allege, that IVGID asserts all the dwelling units within its boundaries, including the dwelling units, are specially benefited by the availability of the use of IVGID's recreation and other facilities and services⁴ and for this reason, it assesses all such dwelling units annual Beach ("the BFF") and/or Recreation ("the RFF") Facility Fees.

11. Notwithstanding, I am informed, reasonably believe and based thereupon, allege that although the property is assessed one RFF and one BFF, none of the dwelling units is currently being assessed RFFs/BFFs for the facilities and services provided by IVGID⁵.

12. For these reasons I ask the Board to set a date for a hearing to determine whether the dwelling units are being used as dwelling units and after hearing, it adopt a resolution to charge the owner(s) of the dwelling units¹, pursuant to NRS 318.197, for the facilities and services provided by the district to the dwelling units.

FRANK WRIGHT

STATE OF NEVADA

COUNTY OF WASHOE

On this ___ day of _____, 2013 personally appeared before me, a Notary Public, FRANK WRIGHT, personally known or proven to me the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument. WITNESS my hand and official seal.

_____, Notary Public

³ In support of this assertion I have attached portions of SNC's web site (<http://www.sierranevada.edu/resources/deposited-students/housing/housing-lease/>) setting forth SNC's "Housing Lease."

⁴ See IVGID Resolution Nos. 1819 and 1821.

⁵ In support of this assertion I have attached portions of the Washoe County Treasurer's Office's web site (<http://nv-washoe-treasurer.manatron.com>) which details the 2012-13 property taxes, RFF and BFF levied against the property.

WRITTEN STATEMENT TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS SEPTEMBER 2, 2021 REGULAR IVGID BOARD MEETING – AGENDA ITEM H(1) – GIVING STAFF AUTHORIZATION TO ENTER INTO ANOTHER WASTEFUL MEDIA BUYING CONTRACT WITH EXL MEDIA

Introduction: Here staff ask for authority to enter into another wasteful media busying services contract with EXL Media for fiscal year 2021/22¹. Because I object, this is the purpose of this written statement.

History: For at least the last twenty-two (24) years² (but for 2012-13³), District staff have had a far too cozy contractual relationship with local firm EXL Media and its principal, Wendy Hummer. EXL Media has been used for the District’s purchase of wasteful print, digital, billboard, television, radio, internet, social media buys, the contract amounts have totaled in the hundreds of thousands of dollars annually⁴.

District Marketing Department Costs in Addition to its Proposed Contract Costs With EXL Media: Up until 2015-16 IVGID reported its marketing department⁵ costs in its yearly budgets. For 2013-14 those actual expenditures totaled a minimum⁶ of \$619,810; for 2014-15 they totaled \$706,166; for 2015-16 they totaled \$752,217; for 2017-18 they totaled \$970,598; for 2018-19 they totaled \$1,000,381; for 2019-20 they were estimated to total \$1,039,000; and, for 2020-21 they were

¹ See page 327 of the packet of materials prepared by staff in anticipation of this September 2, 2021 Board meeting [“the 9/2/2021 Board packet” (https://www.yourtahoepalce.com/uploads/pdf-ivgid/0902_-_Regular_-_Searchable_-_Part_3__.pdf)].

² See page 268 of the packet of materials prepared by staff in anticipation of the Board’s May 22, 2019 meeting [“the 5/22/2019 Board packet” (https://www.yourtahoepalce.com/uploads/pdf-ivgid/BOT_Packet_Regular_5-22-19.pdf)].

³ See page 498 of the packet of materials prepared by staff in anticipation of this June 23, 2020 meeting [“the 6/23/2020 Board packet” (https://www.yourtahoepalce.com/uploads/pdf-ivgid/BOT_Packet_Regular_Part2_06_23_2020.pdf)].

⁴ The current proposed contract totals an expenditure of up to \$265,000 (see page 331 of the 9/2/2021 Board packet).

⁵ A department consisting of three employees; a marketing manager, sales manager, and marketing coordinator [see page 146 of the 2015-16 Budget {https://www.yourtahoepalce.com/uploads/pdf-ivgid/2015-2016_Budget_Book.pdf (“the 2015-16 Budget”)}.

⁶ I say “a minimum” because this reporting does not allocate all marketing department costs. For instance, conspicuously absent are central services and physical office costs.

estimated to total nearly \$1.2 million⁷! We don't know what they're estimated to total in 2021-22 because staff have stopped separately disclosing the costs associated with this line item because obviously, they're embarrassing. Nevertheless, this nearly \$1.2 million for 2021-21 was paid for/ subsidized by our Recreation ("RFF") and Beach ("BFF") Facility Fees!

For Whose Benefit Are These Costs Being Incurred? Rather than for local parcel owners⁸ availability of access to and use of the District's recreation and beach facilities⁹ which is what the Board represents¹⁰, these sums are being spent on marketing our recreational facilities *to the world's tourists*¹¹!

Now Listen to Staff's Assertion of the Purpose For This Expenditure With EXL Media:

"To drive revenue and yield...and...produce a positive ROI (return on investment) *that is measurable.*"¹²

So What Specific Measurable Metrics Are Utilized by Staff to Evaluate the Effectiveness of the District's Media Paid Advertising? Nothing more than "the percentage of 'impressions'¹³ our ads

⁷ See page 107 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)].

⁸ Note that NRS 318.015(1) instructs that "the purposes, powers, rights, privileges and immunities provided in this chapter (NRS 318 are intended to)...promote the health, safety, prosperity, security and general welfare of the inhabitants...of (Incline Village, Crystal Bay) and of the State of Nevada."

⁹ Upon the condition additional user fees are paid to the District.

¹⁰ Which is what the Board represents each year when it adopts new RFFs/BFFs [see ¶4(b) at page 186 and ¶I at page 190 of the packet of materials prepared by staff in anticipation of the Board's May 26, 2021 meeting {"the 5/26/2021 Board packet" (https://www.yourtahoeplace.com/uploads/pdf-ivgid/0526_-_Regular_-_Searchable.pdf)}].

¹¹ According to staff, "season pass holders from other resorts; Bay Area...Sacramento...Reno...Carson City...South Lake Tahoe skiers/ snowboarders...(and) golfers (see pages 273-274 of the 5/22/2019 Board packet)...visitors in Kings Beach-Tahoe Vista (and those)...staying at the Hyatt and other vacation properties" (see pages 280-281 of the 5/22/2019 Board packet), and those interested in the District's Recreation and Tennis Centers and wedding facilities "while in the basin or planning their trip to Lake Tahoe" (see pages 273-274 of the 5/22/2019 Board packet).

¹² See page 274 of the 5/22/2019 Board packet.

¹³ "In the world of social media marketing, online advertising and search engine marketing, (the term) 'impression' is a measure of how many times your paid or organic (meaning not paid) content has been displayed in front of an online audience...'Reach' (on the other hand) is the total number of unique users who see your content...(Thus one should) expect (the) number of 'impressions' to be greater than (the) number of unique users ('reach')...because one person can see the same (display)

receive compared to the total number of ‘impressions’ our ads are eligible to receive.”¹⁴ Or as Mr. Raymore explained on May 22, 2019:

“Total online revenue(s and)...leads generated...clicks(, the)...cost per click(, and the) ROI of digital spend.”¹²

So How Do the Board and the Public Know That Staff’s Expenditure With EXL Media is Worth the Cost? At the Board’s February 12, 2020 meet Trustee Wong raised the issue of conducting an investigation into the alleged cost/benefit of spending tens of thousands of dollars on a consultant to conduct a water/sewer rate study¹⁵. This question got me asking what cost/benefit study did Ms. Wong/staff conduct prior to approving the 2019/20 EXL Media contract? Or the 2020/21 or here 2021/22 contracts? So I made a public records request to examine records evidencing that study. And guess what? According to Susan Herron, **THERE WAS NO STUDY**¹⁶!

Yet in Contrast, Apparently There Was a Study to Determine How IVGID Staff Evaluate the Success (i.e., ‘Positive ROI’) of the District’s Paid Advertising Campaigns: Listen to Mr. Raymore’s testimony on this subject at the Board’s June 23, 2020 meeting:

“We take...customer survey(s)...(which) ask (responders)...how they heard about Diamond Peak and what influenced them to...come to the resort... 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)...profit (was) approximately \$206,000.”¹⁷

more than one time” (go to <https://www.brafton.com/blog/social-media/what-does-impression-mean-in-terms-of-marketing-metrics/>).

¹⁴ See pages 499-500 of the 6/23/2020 Board packet.

¹⁵ The same logic applies here.

¹⁶ My February 17, 2020 records request and Susan Herron’s response that there were no records evidencing such a study are attached as Exhibit “A” (page 357) to the 3/11/2020 Board packet.

¹⁷ 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 [“the 6/23/2020 livestream”

Notwithstanding, This Analysis is Flawed Because it Cannot and Does Not Point to One Dollar of Added Revenue Generated as a Result of Expenditures Made With EXL Media That Would Not Have Been Generated Otherwise if There Were No EXL Media Contract:

Moreover, Even if Staff Could Point to Added Revenue Generated Directly as a Result of Expenditures Made With EXL Media, it Would Have to Be Able to Point to Over \$1.2 Million of Such Revenue Before it Could Assert Positive ROI: Because this is an impossibility¹⁸, marketing becomes just another money losing enterprise benefitting no one other than IVGID's employees hired in that department.

Moreover, When You Are Government, Which is Exactly That IVGID is¹⁹, Your Reason d'Être is NOT "to Drive Revenue...Yield...and...Produc(ing) a Positive ROI:" but rather, to responsibly "operate, maintain and repair the improvements acquired by the district" (see NRS 318.145). *But IVGID staff apparently don't understand this!* And neither do past Boards!

So Is It Any Wonder That For Years I Have Been Urging the Board to Drop Its Media Buying Contract With EXL Media? Examine my written statements attached to the minutes of the Board's June 23, 2020²⁰, July 29, 2020²¹ and September 30, 2020²² meetings for the latest examples!

How Staff Measure Whether the District's Advertising Spends Are Effective²³: Mr. Raymore, the District's Marketing Manager, tells us he "rel(ies) on multiple strategies" in unraveling the (Return

(<https://livestream.com/ivgid/events/9186678/videos/207841724>) where the quoted language appears is at 6:31:39-6:34:16 of the 6/23/2020 livestream.

¹⁸ Does anyone honestly believe that "the total revenue attributable to (all EXL Media) paid advertising programs (for the last fiscal year) was \$3.9 million...and the total profit attributable to all those programs was \$1.3 million?" If so, please see me; I have a number of publicly owned bridges I'd like to sell you.

¹⁹ See NRS 318.075(1) which instructs IVGID is "a governmental subdivision of the State of Nevada, a body corporate and politic and a quasi-municipal corporation."

²⁰ See pages 279-294 of the packet of materials prepared by staff in anticipation of the Board's July 22, 2020 Board meeting ["the 7/22/2020 Board packet" (https://www.yourtahoepace.com/uploads/pdf-ivgid/0722_-_Regular_-_Searchable.pdf)].

²¹ See pages 157-171 of the packet of materials prepared by staff in anticipation of the Board's August 26, 2020 Board meeting [https://www.yourtahoepace.com/uploads/pdf-ivgid/0826_-_Regular_-_Searchable.pdf ("the 8/26/2020 Board packet")].

²² See pages 206-208 of the packet of materials prepared by staff in anticipation of the Board's October 27, 2020 Board meeting [https://www.yourtahoepace.com/uploads/pdf-ivgid/1027_-_Regular_-_Searchable_1.pdf ("the 10/27/2020 Board packet")].

²³ This question is asked at page 20 of the packet of materials prepared by staff in anticipation of the Board's July 29, 2020 Board meeting [https://www.yourtahoepace.com/uploads/pdf-ivgid/0729_-_

on Investment) ROI puzzle²⁴. First²⁵, “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, the Return On Advertising Spend²⁶ (ROAS), and other industry standard metrics such as cost per click²⁷ (“CPC”), click-through rate²⁸ (“CTR”), and number of impressions.”²⁹ But here, none of these metrics answers the ROI puzzle.

Impressions don't measure actual sales. Rather, they measure whether an online advertisement has been displayed²⁹. Nor do CPCs nor CTRs measure actual sales. All CTRs measure is whether an online advertisement has been clicked on³⁰. And CPCs measure costs rather than revenues. The ROAS metric is only as good as the cost and revenue numbers one puts into the equation²⁶. Thus where as here the District has no means of definitively determining the added revenue actually realized as a result of any ad spend, the metric is meaningless. In other words, garbage-in-garbage-out!

Even where a purchase is made online as a result of a link from an online advertisement, it is wrong to attribute it to any online/banner advertisement because the seller may simply be using the internet as a substitute for a purchase made at a tangible retail location.

Regular-_Searchable.pdf (“the 7/29/2020 Board packet”)], and it is answered at pages 20-26 of the 7/29/2020 Board packet.

²⁴ See page 22 of the 7/29/2020 Board packet.

²⁵ See page 20 of the 7/29/2020 Board packet.

²⁶ ROAS is a marketing metric which simply divides the gross revenue realized from an ad campaign by how much is spent on the campaign (go to <https://www.bigcommerce.com/ecommerce-answers/what-is-roas-calculating-return-on-ad-spend/>).

²⁷ This is the final amount you're charged for a(n online) click (go to <https://support.google.com/google-ads/answer/6297?hl=en>).

²⁸ This “measures (nothing more than) how successful an ad has been in capturing users' interest” (go to <https://www.investopedia.com/terms/c/clickthroughrates.asp#:~:text=In%20online%20advertising%20C%20the%20clickthrough%20rate%20%28CTR%29%20is,successful%20the%20ad%20has%20been%20in%20generating%20interest>).

²⁹ “An impression is a metric used to quantify the number of digital views or engagements of a piece of content, usually an advertisement, digital post, or a web page” (go to <https://www.investopedia.com/terms/i/impression.asp>).

³⁰ Moreover, exactly how that figure is interpreted is up for debate. Some online advertising experts believe 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. For this reason alone, many advertisers view any impression figure with skepticism.

And second²⁴, “an analysis of our customer survey results, specifically the multiple choice question.”³¹

Therefore any way IVGID staff package their ad spend metrics, the simple fact of the matter is they have no means of definitely concluding the added revenue as a result of ad sales.

My September 2, 2021 E-Mail to the Board on This Subject the Subject: On September 2, 2021 I wrote to the IVGID Board objecting to this agenda item³². So the Board has been placed on notice.

Conclusion: Our staff are unable to present any measurable means of confirming that any additional paid use of the public’s recreational facilities is as a result of our marketing expenditures. Even if gross revenues realized from all of the public’s recreational facilities decreased by nearly \$1.2 million/annually because we ended our marketing of these facilities, the public would suffer no bottom line loss given the \$1.2 million savings in marketing expenditures.

Moreover, EXL Media buys are not an appropriate expenditure for a public agency, let alone one like IVGID with limited powers. For all these reasons, in addition to the disconnect between any cost/benefit of continuing our relationship with EXL Media, I submit these expenditures are wasteful and should *end now*.

Finally, at ¶V, Alternative, at page 330 of the 9/2/2020 Board packet, staff propose as an option that the Board direct

“Staff (to) not enter into a media buying agreement during the Fiscal Year 2021/22.”

This is *exactly* what the Board should do!

And to those asking why their RFFs/BFFs are as high as they are, now you have another example.

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

³¹ Note that these surveys have *nothing* to do with media ad spending.

³² This e-mail is attached as Exhibit “A” to this written statement.

EXHIBIT "A"

Re: Agenda Item H(1) - Another Wasteful EXL Media Contract

From: <s4s@ix.netcom.com>
To: "Callicrate, Tim" <tim_callicrate2@ivgid.org>
Cc: "Dent, Matthew" <dent_trustee@ivgid.org>, "Wong, Kendra Trustee" <wong_trustee@ivgid.org>, "Tonking, Michaela" <tonking_trustee@ivgid.org>, "Schmitz, Sara" <schmitz_trustee@ivgid.org>
Subject: Re: Agenda Item H(1) - Another Wasteful EXL Media Contract
Date: Sep 2, 2021 3:52 PM

Sorry -

One more time.

-----Original Message-----

From:
Sent: Sep 2, 2021 12:20 PM
To: Callicrate, Tim
Cc: Dent, Matthew , Wong, Kendra Trustee , Schmitz, Sara , Tonking, Michaela
Subject: Agenda Item H(1) - Another Wasteful EXL Media Contract

Chairperson Callicrate and Other Honorable Members of the IVGID Board -

Oh how short a memory some of us have.

Don't you recall that on at the Board's September 30, 2020 meeting the subject of whether to approve a media spending contract with EXL Media, and if so for what reason and in what amount, was again brought to the Board for possible action? In the staff memorandum submitted in support of that agenda item, staff made it very clear what its proposed spending would entail:

"Given...the Board's desire to spend less on paid advertising during the 2020/21 Fiscal Year than (in) previous years due to the COVID-19 pandemic...the uncertainty around this season due to the pandemic, and the limitations of Diamond Peak's organic communications channels, Staff recommend(ed) the Board approve...a limited contract for paid advertising services to convey vital messaging around:

- * Status of the ski resort (i.e. when resort is open);
- * Product availability and any capacity restrictions in place;
- * Pre-arrival information and expectations;
- * Updated conditions information; (and,)
- * 2021-22 season pass sale information...

Contrary to the above representations, listen to the actual contract's scope of work:

"EXL will provide (the) District with a selection of media services for use by District recreational facilities for the July 1, 2020 - June 30, 2021 fiscal year (to)...include...the following: 1) Radio; 2) Outdoor; 3) Television/Cable; 4) Digital/Internet/Mobile; 5) Print; 6) Promotions; 7) Specialty Media; 8) Advertising Performance Analytics (and) Tracking." In other words, BUSINESS AS USUAL!

So how did staff comply with the Board's instruction insofar as the scope of work were concerned? Instead of the messaging represented by staff, EXL Media's standard business as usual practices included internet advertising program intended to attract more sales: "kids 6 (and) under ski free," "interchangeable parent('s) ski pass(es)," come to

Diamond Peak because "if you're going to ski Tahoe, you should really see Tahoe," "Save with Multi-Day Lift Tickets," come to Diamond Peak because of "uncrowded Tahoe skiing," "Ride Tahoe for less," "Diamond Peak misses you," "Tahoe's Best Ski Value," "Tahoe's Best Terrain Park," etc. And I provided written evidence of the same attached to my written statement submitted to the Board at its March 31, 2021 meeting [see pages 216-232 of the packet of materials prepared by staff in anticipation of the Board's April 14, 2021 meeting (go to https://www.yourtahoeplace.com/uploads/pdf-ivgid/J.1._-_Minutes_-_March_31__2021_.pdf)].

And What's Worse, it's Really Not EXL Media's Fault. It's Our Marketing Department's Fault:

Section 2(b) of the EXL Media contract stated that the "District's General Manager or (his) designee shall approve all Media Services, including media buy(s)...before any placements are made on (the) District's behalf." In other words, all of these social media banner advertisements were approved by Mr. Raymore and Indra before they were placed! Didn't they know that the ads did not send the message originally represented to the Board? Therefore in the public's opinion, the blame falls squarely on our incompetent staff...Again!

So what should we have learned from the above? When our staff come to the Board and ask to be trusted to spend public dollars for express purposes represented, they can't be trusted! When the Board instructs staff to make modifications to a proposed written contract prior to executing it, they can't be trusted! This unwavering "trust" trustees like Wong, Morris and Callicrate have in our staff is absolutely unwarranted! When are we going to learn?

And now our same untrustworthy staff are back for another bite at the apple. BUSINESS AS USUAL!

I've demonstrated so many times before that staff cannot point to one dollar of increased sales directly as a result of the media advertising they spend with EXL Media. And given our marketing budget is in excess of M annually, isn't it time we simply stopped?

Rather than wasting another \$265K of local parcel owners' Rec Fee, that is NOT spent for their availability to use the District's recreation venues, the staff memo in support of this items states that one option available is to "direct Staff not to enter into a media buying agreement during the Fiscal Year 2021/22." That's what we should do!

Thank you, Aaron Katz

WRITTEN STATEMENT TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS SEPTEMBER 2, 2021 REGULAR IVGID BOARD MEETING – AGENDA ITEM G(4) – GIVING STAFF AUTHORIZATION TO ENTER INTO CONTRACTS/ MAKE EXPENDITURES WITHOUT BOARD APPROVAL WHERE PUBLIC BIDDING IS NOT REQUIRED

Introduction: Here staff have disingenuously labeled this agenda item as “Authorization to Transact Under Blanket Purchase Orders for Fiscal Year 2021/22.”¹ But under closer scrutiny, it is really something far more sinister: to authorize our GM to unilaterally (and without Board approval²) execute contracts, purchase orders, and approve payments not subject to the advertising and competitive bidding requirements established by NRS 332.115 as was the case prior to September 2020 before Board Policy 3.1.0 was revised³. And what’s worse, this agenda item is on the Consent Calendar meaning there can be no discussion nor proposed modification of what staff have proposed. These matters are the purposes of this written statement.

An Example of But One Expenditure We Would Be Authorizing Our GM to Make Without Board Approval – Attorney’s Fees: As staff admit, “NRS 332.115 provides for selected exceptions to the public advertising and competitive bidding requirements.”² NRS 332.115(1)(b) instructs that “contracts for...professional services...are not subject to the requirements of this chapter for a competitive solicitation” (see page 313 of the 9/2/2021 Board packet). Therefore attorney’s fees, which are “professional services,” are exempt from the public bidding requirements of NRS 332. And since they’re exempt, adopting this agenda item would give our GM unilateral authority to spend anything of his choosing on attorney’s fees. Given the fiascos in the Katz, Mark Smith and Kevin Lyons litigations, one would think the Board would never again want to give staff this kind of unilateral authority!

¹ See page 308 of the packet of materials prepared by staff in anticipation of this September 2, 2021 Board meeting [“the 9/2/2021 Board packet” (https://www.yourtahoeplace.com/uploads/pdf-ivgid/0902_-_Regular_-_Searchable_-_Part_3_.pdf)].

² “While previous Board policy delegated authority to approve these purchases to the General Manager, as a result of amendments to Board Policy 3.1.0, Board approval is now required for most Purchase Orders exceeding \$50,000” (see page 309 of the 9/2/2021 Board packet).

³ See page 308 of the 9/2/2021 Board packet where staff laments that “prior to September 2020, Board Policy 3.1.0 provided that contracts not subject to the advertising and competitive bidding requirements established by the NRS [332.115] (could) be ‘authorized, approved and executed by the General Manager,’” and now revised “Policy 3.1.0 no longer provides General Manager authority to approve contracts (and Purchase Orders) that are exempt from public advertising and competitive bidding requirements under the NRS...Accordingly, Board approval is needed to establish blanket Purchase Orders for planned procurement activities assumed within the FY2021/22 approved budget, estimated to exceed \$50,000.”

This Matter Has Been Improperly Placed on the Consent Calendar: Policy 3.1.0.4⁴ addresses matters placed on a meeting Consent Calendar and reads as follows:

“In cooperation with the Chair, the General Manager may schedule matters for consideration on a Consent Calendar. The Consent Calendar may not include changes to budget, user rates or taxes, adoption or amendment of ordinances, or any other action which is subject to a public hearing. Each consent item shall be separately listed on the agenda, under the heading of ‘Consent Calendar.’ A memorandum containing all relevant information will be included in the packet materials for each Consent Calendar item. The memorandum should include the justification as a consent item in the Background Section.”

Take a look at the staff memorandum in support of this agenda item⁵. Show me where it “include(s) the justification” for this matter having been placed on the Consent Calendar? The answer is a simple *NOWHERE!* For this reason alone the matter should be transferred to the General Business Calendar where it can be discussed and possibly be modified.

Notwithstanding, Any Member of the Board May and Should Ask That This Agenda Item Be Transferred to the General Business Calendar: Policy 3.1.0.4⁴ instructs that: “any member of the Board may request the removal of a particular item from the consent calendar and that the matter shall be removed and addressed in the General Business section of the meeting.” I ask that at least one Board member do as this policy instructs.

My September 2, 2021 E-Mail to the Board on This Subject the Subject: On September 2, 2021 I wrote to the IVGID Board objecting to this agenda item and the fact it had been placed on the meeting’s Consent Calendar⁶. So the Board has been placed on notice.

Conclusion: Why is the Board abdicating away even more power to an un-elected GM? I therefore object and hope the Board will summarily dismiss this inappropriate agenda item.

And to those asking why their Recreation (“RFF”) and Beach (“BFF”) Facility Fee(s) are as high as they are, now you have another example.

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

⁴ Go to page 10 at https://www.yourtahoepalace.com/uploads/pdf-ivgid/IVGID_Board_Policies_1.pdf.

⁵ See pages 308-320 of the 9/2/2021 Board packet.

⁶ This e-mail is attached as Exhibit “A” to this written statement.

EXHIBIT "A"

Agenda Item G(4) to Tonight's Board Meeting - Remove From the Consent Calendar and Simply Vote NO!

From: <s4s@ix.netcom.com>
To: "Callicrate, Tim" <tim_callicrate2@ivgid.org>
Cc: "Dent, Matthew" <dent_trustee@ivgid.org>, "Wong, Kendra Trustee" <wong_trustee@ivgid.org>, "Schmitz, Sara" <schmitz61@gmail.com>, "Tonking, Michaela" <tonking_trustee@ivgid.org>, <ISW@ivgid.org>
Subject: Agenda Item G(4) to Tonight's Board Meeting - Remove From the Consent Calendar and Simply Vote NO!
Date: Sep 2, 2021 11:32 AM

Chairperson Callicrate and Other Honorable Members of the IVGID Board -

Please remove item G(4) ["Authorization to Transact Under Blanket Purchase Orders for Fiscal Year 2021/22"] from staff's consent calendar and place it on the general business calendar for discussion. There cannot be a discussion as long as this matter sits on the consent calendar.

Here staff is attempting to get the Board to allow our GM to enter into any contract he chooses that's greater than \$50K which is exempt from public bidding requirements (such as professional services) without first securing Board approval. The argument in favor is LAME. It's really nothing more than because past incompetent Boards allowed past GMs to do as staff propose, our current staff should be allowed to do the same thing.

Isn't this the same authority that allowed staff to waste hundreds of thousands of dollars on legal expenses with Mr. Beko's and Guinasso's law firms under the guise they were exempt professional services? And BTW, NRS 332.115 provides NO AUTHORITY for what staff ask. NRS 332.115 merely identifies certain types of contracts which are exempt from public bidding.

Haven't I and others presented sufficient evidence of staff ineptitude and incompetence? So why encourage more of the same which is exactly what you will be doing if you approve this item? And BTW, why is it on the consent calendar in the first place?

What's so wrong with REQUIRING staff to secure Board approval before entering into ANY contract calling for an expenditure in excess of \$50K? The fact that such a contract may be exempt from public billing (such as one involving professional services for instance) should make no difference, should it?

Thank you for your cooperation. Aaron Katz

WRITTEN STATEMENT TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS SEPTEMBER 2, 2021 REGULAR IVGID BOARD MEETING – AGENDA ITEM C – PUBLIC COMMENTS – THE TENS OF THOUSANDS OF DOLLARS OF OUR RECREATION (“RFF”) AND BEACH (“BFF”) FACILITY FEES WHICH ARE NEEDLESSLY SPENT ON MEMBERSHIP DUES IN ALL SORTS OF THIRD PARTY ORGANIZATIONS – HERE THE NATIONAL ASSOCIATION FOR CATERING AND EVENTS (“NACE”)

Introduction: IVGID staff repeatedly tell the Board and the public that the purpose of the RFF/BFF are to make the public’s recreational and beach facilities “available” to be accessed and used by the owners/occupants of those parcels/dwelling units which are involuntarily assessed¹. However, that’s not true. As I have demonstrated so many times before², they pay for the difference between budgeted revenues and intentional overspending selectively assigned by staff to the District’s Community Services and Beach Funds, respectively. In fact, ever since former Finance Director Gerry Eick invented the term “smoothing,”³ the RFF/BFF have really paid for *more* than simply that difference⁴. After all, how else can one explain the steady increase in Community Services and Beach Fund fund balances⁵? And one category of those expenditures is the many dozens of memberships in all sorts of

¹ See pages 107-116 of the packet of materials prepared by staff in anticipation of the Board’s May 27, 2020 meeting [“the 5/27/2020 Board packet” (https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Packet_Regular_5-27-2020.pdf)].

² The latest being page 339 of the packet of materials prepared by staff in anticipation of the Board’s July 22, 2020 meeting [https://www.yourtahoeplace.com/uploads/pdf-ivgid/0722_-_Regular_-_Searchable.pdf (“the 7/22/2020 Board packet”)] which made reference to: footnote 5 at pages 468-469 of the packet of materials prepared by staff in anticipation of the Board’s April 10, 2019 meeting [https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Packet_Regular_4-10-19.pdf (“the 4/10/2020 Board packet”)]; and, pages 82-83 of the packet of materials prepared by staff in anticipation of the Board’s June 13, 2018 meeting [https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Packet_Regular_6-13-2018.pdf (“the 6/13/2018 Board packet”)].

³ Fiscal year 2010-11 marked the inauguration of Mr. Eick’s reference to “what has become known as ‘smoothing.’ This is an initiative (Mr. Eick invented)...during development of the 5 year capital plan, to schedule projects in a way to provide reasonably level amounts for capital expenditure thus leading to not changing the total (RFF and BFF) from year to year [see page 3 of the 2015 Comprehensive Annual Financial Report {https://www.yourtahoeplace.com/uploads/pdf-ivgid/2015CAFR_Report_IVGID_.pdf (‘the 2015 CAFR’)}].

⁴ See pages 138-145 of the packet of materials prepared by staff in anticipation of the Board’s July 20, 2017 meeting [https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Packet_Regular_7-20-17.pdf (“the 7/20/2017 Board packet”)]

⁵ See pages 267-268 of the 7/22/2020 Board packet. On June 30, 2011 the unrestricted balance assigned by staff to the District’s Community Services Fund was \$4,226,167 [see page 25 of the CAFR ending June 30, 2011 (“the 2011 CAFR”)]. Yet as of June 30, 2020, staff had estimated this fund’s

third party organizations having nothing to do with making recreational and beach facilities available to be used by *anyone*! For this reason I made a public records request on July 21, 2020 to examine records evidencing:

- “1. All third party group or organization wherein IVGID was a member in 2019;
2. To the extent not already included in paragraph 1 above, any IVGID department or venue which in 2019 was a member of a third party group or organization;
3. To the extent not already included in paragraphs 1 or 2 above, any IVGID employee which in 2019 was a member of a group or organization wherein IVGID paid or reimbursed the employee's membership dues in that group or organization;
4. The yearly membership dues paid or reimbursed by IVGID in each such group or organization identified in paragraphs 1, 2 and 3 above; and,
5. Any additional fees paid to or associated with in any manner whatsoever any such group or organization identified in paragraphs 1, 2 and 3 above, together with records evidencing the reasons for such payments. Examples but not limitations of such fees would extend to continuing education, meetings, conferences, lodging associated therewith, transportation associated therewith, food associated therewith, per diem associated therewith, etc.”

My intent was to discover the many dozens of third party organizations I believed IVGID was/is a member of for which the RFF/BFF are used to pay yearly membership and conference attendance fees.

On August 21, 2020 IVGID's Public Records Officer, Susan Herron, provided “the dues/ subscriptions (she represented she had)...located, to date, in response to (my) request” which consisted of twenty-three (23) organizations (notwithstanding) she (readily) admittedly did “not feel...(wa)s

balance would total \$12,360,444 [see page 24 of the packet of materials prepared by staff in anticipation of the Board's May 7, 2020 meeting {"the 5/7/2020 Board packet" (https://www.yourtahoepalace.com/uploads/pdf-ivgid/5-7-2020_Workshop_Packet.pdf)}]. Similarly, I documented that on June 30, 2011 the unrestricted balance assigned by staff to the District's Beach Fund was \$1,177,762 [see page 586 of the packet of materials prepared by staff in anticipation of this June 23, 2020 meeting {"the 6/23/2020 Board packet" (https://www.yourtahoepalace.com/uploads/pdf-ivgid/BOT_Packet_Regular_Part2_06_23_2020.pdf)}]. Yet as of June 30, 2020, staff had estimated this fund's balance would total \$2,159,282 (see page 25 of the 5/7/2020 Board packet).

complete.” So she stated she would “continue to work on (my) request.” And as I went through the records provided, my intent was and is to share what I discover with the public.

I don’t believe Ms. Herron “continue(d) to work on (my) request” because *never* did she inform me of records of other organizations that responded to my request that she had discovered. Nevertheless, I continued searching for additional organizations. And in July of 2021 I got wind of an organization Ms. Herron had not disclosed which I felt might be another organization within which IVGID might be a member because it fits the mold. Since Ms. Herron had not disclosed this organization, on August 12, 2021 I reached out to her inquiring as to the National Association For Catering and Events⁶ (“NACE”). And here I share records pertaining to the twenty-sixth (26th) such organization which responds to my request. And that’s the purpose of this written statement.

NACE⁷: As recited, Ms. Herron provided no records whatsoever in response to my initial request, identifying NACE as one of the third party organizations in which IVGID or at least one of its employees was or is a member. It was only after I independently came across the organization that I suspected otherwise. It was then that I reached out to our Public Records Officer (“PRO”) inquiring as reflected on Exhibit “A.”

What is NACE? According to its web site⁷, “the National Association for Catering and Events (NACE) is the go-to resource and community for catering and event...planners and event...professionals nationwide. With more than 40 chapters across the country⁸ and 3,500 members and growing, NACE empowers catering and event professionals by providing them with industry-leading education ...certification...tools and...a network of resources for members in all segments of the hospitality industry...and a vibrant community to learn and grow from.” And insofar as IVGID is concerned, its “event coordinator,”⁹ Lauren Lida, is a member!

IVGID is Paying At Least \$395 Annually to the NACE to Be a “Professional” Member¹⁰: This is the amount reflected on the latest December 29, 2019 invoice provided by Ms. Herron from NACE¹¹. As the reader can see¹⁰, that fee may have increased to \$415.

Membership: Like most other third party lobbying groups, NACE members receive the following¹² MEMBER BENEFITS:

⁶ My e-mail request to Ms. Herron and her August 17, 2021 response are attached as Exhibit “A” to this written statement.

⁷ Go to <https://www.nace.net/>.

⁸ Apparently IVGID is a member of the Reno-Tahoe chapter (see <http://www.renotahoenace.com>).

⁹ Go to <https://www.linkedin.com/in/lauren-iida-4b26523a>.

¹⁰ Go to <https://renotahoenace.net/join>.

¹¹ This invoice is attached as Exhibit “B” to this written statement.

- SBA Coronavirus Relief Options
- Honeybook - Self Employed Stimulus Package
- Honeybook - Business Continuity Plan for Small Businesses
- Tahoe Chamber COVID 19 Business Resources
- NACE National
- Wedding Wire COVID 19 Support
- Smart Meetings - Guide on Outbreak
- Honeybook - Responding to Coronavirus

Doesn't sound like any benefits to me. How about you?

Moreover, does any of this necessary to operating a recreational facility or program?

Then There Are NACE's Reno Meetings: I assume including meals given the "list price" of \$45. An invoice for Ms. Lida's attendance on February 11, 2020 is attached as Exhibit "C" to this written statement. And apparently for the meeting on February 5, 2019 the District paid an additional \$35 for Ms. Lida's colleague, Cathy Becker, to attend. NACE's invoice for attendance at this event is attached as Exhibit "D" to this written statement.

And What Does Any of This Have to Do With Making the Public's Recreational Facilities Available to be Used by Those Parcels/Dwelling Units Which Are Involuntarily Assessed the RFF? And For Nearly \$600 Annually No Less?

Thus These Expenditures Were Not Only *NOT* Necessary, and They Were *Improperly* Paid With the RFF:

Now My Question to Our GM Indra Winquest: WHY DIDN'T YOU TELL THE BOARD AND THE PUBLIC ABOUT THIS TOTALLY IMPROPER EXPENDITURE WHEN YOU PRESENTED YOUR INITIAL ANNUAL 2021-22 Budget on February 24, 2021¹³?

And My Question to the IVGID Board: WHY DIDN'T YOU UNCOVER THIS TOTALLY IMPROPER EXPENDITURE BEFORE APPROVING THE DISTRICT'S TENTATIVE 2021-22 BUDGET?

Since This Marks the Twenty-Sixth (26th) of What I Suspect Will be a Series of Additional Similar Inappropriate Third Party Membership Expenses, I Say Let's Continue the Tally:

¹² Go to https://renotahoenace.net/content.php?page=news#NACE_Member_Benefits.

¹³ See pages 3-52 of the packet of materials prepared by staff in anticipation of the Board's February 24, 2021 meeting (https://www.yourtahoeplace.com/uploads/pdf-ivgid/0224_-_Regular_-_Searchable.pdf) as well as the power point addendum (https://www.yourtahoeplace.com/uploads/pdf-ivgid/F.2.2_-_Budget_Workshop_Presentation_022421.pdf) [collectively, "the 2/24/2021 Board packet"].

Organization	Yearly Dues	Running Total
BEAR League	\$ 250	\$ 250
Nev Rural Water Ass'n	\$ 343	\$ 593
North Nev Consort Coop Purchases	\$ 30	\$ 623
T-NT Transport Mgmt Ass'n	\$ 2,000	\$ 2,623
North Tahoe Bus Ass'n	\$ 300	\$ 2,923
NLT Conv & Visitors Bureau	\$ 4,050	\$ 6,973
Reno Tahoe Territory	\$ 150	\$ 7,123
IV/CB Community & Business Ass'n	\$ 1,000	\$ 8,123
Nevada League of Cities	\$ 3,968	\$ 12,091
Nat'l Ski Areas Ass'n	\$ 4,876	\$ 16,967
Travel/Lodging/Registration/NSAA Symposium	\$ 1,810 ¹⁴	\$ 18,777
Ski California	\$ 4,578	\$ 23,355
SnoCountry	\$ 1,215	\$ 24,870
STOKE	\$ 700	\$ 25,570
Nat'l Golf Foundation	\$ 250	\$ 25,970
U.S. Golf Ass'n	\$ 150	\$ 26,120
Prof'l Golfers' Ass'n	\$ 3,921	\$ 30,041
Northern California Golf Ass'n	\$ 280	\$ 30,321
Unreimb Private NCGA Memberships	\$ 7,011 ¹⁵	\$ 37,332
Ass'n of Golf Merchandisers	\$ 225	\$ 37,557
Nat'l Ass'n For Catering and Events	\$ 470	\$ 38,027
Nat'l Recreation & Parks Society	\$ 875	\$ 38,902
California Parks & Recreation Society	\$ 95	\$ 38,997
Int'l Society of Arboriculture	\$ 576	\$ 39,573
Society of Municipal Arborists	\$ 150	\$ 39,723
Tree City U.S.A.	\$ 20,000	\$ 59,723

¹⁴ This is an estimated annual amount as the average of 2019-20 travel and convention charges made by Paul Raymore. And it is probably low given our PRO has not provided records evidencing all such convention/symposium travel expenses.

¹⁵ Although I have asked staff, including our GM, to provide evidence that any of these expenditures was reimbursed by/on behalf of those individuals who were directly benefited, none has been forthcoming. Moreover, on December 15, 2020 staff publicized the fact the Champ Golf Pro Shop was administering the payment of private NCGA memberships. For the first time in memory staff asked that members of the public reimburse IVGID for NCGA's membership fees. Since this is the first time this has occurred as a result of my bringing this wrongdoing to the Board's and the public's attention, to me this is an admission by means of conduct that until now, staff have never secured reimbursement. Therefore insofar as I am concerned, these charges have *not* been reimbursed.

Conclusion: The District's employees' various memberships in another business organization which offers "networking opportunities," "advocacy" organization, and "to create a more cohesive community,"¹⁶ has little if anything to do with making local property owners' "availability" to access and use public recreational facilities more affordable. In fact, I submit it has the exact *opposite* result. If our public employees were precluded from pursuing membership in meaningless, self-promoting organizations such as the current one under review, at least at local property owners' expense, I predict we would need a whole lot less employees. But then that would be counter-productive to one of the major purposes for IVGID's existence¹⁷; providing over compensated and over benefited employment¹⁸ to persons *who mostly do not even live in Incline Village/Crystal Bay*. For these reasons I ask the Board to direct staff to discontinue expenditures such as the subject one, and to reduce the RFF by a like amount.

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

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

¹⁶ Justifications advanced by staff in the past.

¹⁷ At least insofar as our public employees are concerned. In fact according to them, "the employees of the District continue to be our most important and valued asset" [see page 116 of the 2019-20 Budget (https://www.yourtahoepace.com/uploads/pdf-ivgid/2019-20_Operating_Budget.pdf)].

¹⁸ IVGID is Incline Village's largest employer admitting to generating 1,012 or more W-2s annually (go to <https://transparentnevada.com/salaries/2019/incline-village-general-improvement-district/>).

EXHIBIT "A"

RE: Records Request - Membership in NACE

From: "Herron, Susan" <Susan_Herron@ivgid.org>
To: "'s4s@ix.netcom.com'" <s4s@ix.netcom.com>
Subject: RE: Records Request - Membership in NACE
Date: Aug 17, 2021 9:01 AM
Attachments: 1.8.19 NACE.pdf, 2.5.19 NACE.pdf, 2.11.20 NACE.PDF, 5.30.19 NACE.PDF, 10.8.19 NACE.PDF, NACE membership fees 1.24.19.pdf, NACE membership fees 2.27.20.pdf

Mr. Katz,

Attached are the documents as requested below.

Susan

-----Original Message-----

From: s4s@ix.netcom.com [mailto:s4s@ix.netcom.com]
Sent: Thursday, August 12, 2021 12:22 PM
To: Herron, Susan <Susan_Herron@ivgid.org>
Subject: Records Request - Membership in NACE

Hello Ms. Herron -

I would like to examine records evidencing:

1. IVGID's membership in the National Association for Catering and Events ("NACE") anytime since July 1, 2016;
2. Any individual's membership in the NACE since July 1, 2016 wherein IVGID funds were used to pay for that membership;
3. Applications by/on behalf of those in paragraphs 1 and 2 for membership in NACE anytime since July 1, 2016;
4. Invoicing for payments by/on behalf of NACE and directed to those evidenced in paragraphs 1 and 2 anytime since July 1, 2016;
5. Payments by IVGID to NACE for any purposes whatsoever since July 1, 2016.

Thank you for your cooperation. Aaron Katz

EXHIBIT "B"



INVOICE

Invoice #: 16141
 Date: 12/29/2019
 Due: 2/27/2020
 Terms: Net 60
 PO #:

TO:
 Lauren Iida
 The Chateau at Incline Village - IVGID
 893 Southwood Blvd
 Incline Village, NV 89451-7425 US
 (775) 832-1303

COMMENTS OR SPECIAL INSTRUCTIONS:
 Please return a copy of this invoice with your payment.
 One chapter is required with any membership.

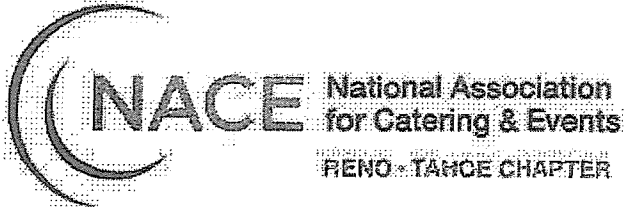
QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	Professional Membership	345.00 USD	345.00 USD
1	Reno/Tahoe - Professional	50.00 USD	50.00 USD
SUBTOTAL			395.00 USD
SALES TAX			0.00 USD
SHIPPING & HANDLING			0.00 USD
TOTAL DUE			395.00 USD
BALANCE DUE:			0.00 USD

10440 Little Patuxent Pkwy., Ste. 300, Columbia, MD 21044
 Phone: 410-290-5410 Fax: 410-630-5768

EXHIBIT "C"

Register for February Meeting on February 11, 2020

Registration Information



NACE - Reno/Tahoe

Meeting Date: Tue, Feb 11, 2020 6:00 pm - 9:00 pm
Meeting Title: February Meeting
Venue: The Gallery Events
Location: 10 State St
 reno, NV 89501

Lauren lida
 Member: 073224
 The Chateau at Incline Village - IVGID
 955 Fairway Blvd
 Incline Village, NV 89451
 UNITED STATES

Item	QTY	Price	Total
NACE Member Ticket <i>List Price: \$45.00</i> <i>Early Bird Discount: \$5.00</i> Member: Lauren lida The Chateau at Incline Village - IVGID lai@ivgid.org	1	\$40.00	\$40.00

Subtotal: \$40.00

Total Registrations: 1

Order Total: \$40.00

Date	Payment Method	Amount
01-26-2020	Paid by: Credit Card (visa)	\$40.00

1/26/2020

<https://renotahoenace.net/meet-reg6.php?print=1>

Card Ending: 1898 Entered by: Lauren lida
--

Order Total: \$40.00

Amount Paid: \$40.00

Amount Due: \$0.00

EXHIBIT "D"

Register for Reno/Tahoe NACE February Meeting on February 5, 2019

Registration Information

Meeting Date: Tue, Feb 5, 2019 6:00 pm - 9:00 pm
Meeting Title: Reno/Tahoe NACE February Meeting
Venue: Camelot Party Rentals
Location: 152 Coney Island Dr
 Sparks, NV 89431

Item	QTY	Price	Total
Member Ticket			
Member: Lauren Iida The Chateau at Incline Village - IVGID lai@ivgid.org	1	\$35.00	\$35.00
Non-Member Ticket			
Guest: Cathy Becker The Chateau ceb@ivgid.org	1	\$40.00	\$40.00

Subtotal: \$75.00

Total Registrations: 2

Order Total: \$75.00

Date	Payment Method	Amount
01-28-2019	Paid by: Credit Card (visa) Card Ending: 1898 Entered by: Lauren Iida	\$75.00

Order Total: \$75.00

Amount Paid: \$75.00