

NOTICE OF MEETING

The Regular Meeting of the Incline Village General Improvement District (IVGID) Board of Trustees will be Held Starting at 6:00 PM on May 8, 2024 in the Boardroom, 893 Southwood Boulevard, Incline Village, Nevada.

Public Comment is Allowed and Members of the Public are Welcome to Provide Public Comment via Telephone at (877)853-5247 (the Webinar ID will be Posted to the IVGID Website on the Day of the Meeting). The Meeting will be Available for Viewing at <https://livestream.com/accounts/3411104>.

A. PLEDGE OF ALLEGIANCE*

B. ROLL CALL OF TRUSTEES*

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

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

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

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

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

1. **SUBJECT:** Verbal Report - Federal Legislative Advocacy Marcus Faust. (Requesting Staff Member: District General Manager Bobby Magee)
2. **SUBJECT:** District General Manager's Monthly Status Report. (Requesting Staff Member: District General Manager Bobby Magee) – *pages 7 - 37*
3. **SUBJECT:** Receive and File Project Close Out Reports (Crystal Peak Waterline; Diamond Peak Kitchen Remodel; and Wetlands). (Requesting Staff Member: Interim Director of Public Works Kate Nelson) – *pages 38 - 50*
4. **SUBJECT:** Treasurers Report - March 2024 Activities District Treasury Report. (Requesting Staff Member: Assistant Director of Finance Adam Cripps) – *pages 51 - 75*

F. CONSENT CALENDAR *(for possible action)*

1. **SUBJECT:** Review, Discuss, and Approve the Amendment to the Agreement for Professional Services for the Effluent Export Pipeline Project for Construction Services - 2023/24 Capital Project Fund: Utilities; Division: Sewer: Project #2524SS1010 Effluent Pipeline Project; Professional: HDR Engineering, Inc. in the Amount of \$59,141. (Requesting Staff Member: Interim Director of Public Works Kate Nelson) – *pages 76 - 87*

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.

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

1. Approve the Amendment to the Agreement with HDR Engineering, Inc. for the Effluent Pipeline Project in the Amount of \$59,141; and,
2. Authorize the District General Manager to Execute the Amendment with HDR Engineering, Inc.

2. **SUBJECT:** Review, Discuss and Approve the Agreement with the Tahoe Regional Planning Agency (TRPA) to Sticker Boats at the Incline Beach Boat Ramp at a Revenue of Approximately \$800. (Requesting Staff Member: District General manager Bobby Magee) – *pages 88 - 103*

Recommendation for Action: That the Board of Trustees make a Motion to Approve the Agreement with Tahoe Regional Planning Agency (TRPA) to Sticker Boats at the Incline Beach Boat Ramp (Attachment A).

3. **SUBJECT:** Review, Discuss and Approve Amendment 2 with Sand Harbor Water Sports to Provide Services at the Restricted Access Beaches Managed by the Incline Village General Improvement District. (Requesting Staff Member: District. General Manager Bobby Magee) – *pages 104 - 108*

Recommendation for Action: That the Board of Trustees make a Motion to Approve the Agreement with Sand Harbor Water Sports to Provide Services at the Restricted Access Beaches Managed by the Incline Village General Improvement District. (Attachment A)

4. **SUBJECT:** Review, Discuss and Approve Amendment 1 with Incline Spirits to Provide Services at the Restricted Access Beaches Managed by the Incline Village General Improvement District. (Requesting Staff Member: District General Manager Bobby Magee) – *pages 109 - 113*

Recommendation for Action: That the Board of Trustees make a Motion to Approve Amendment Number 1 to the Original Agreement with Incline Spirits to Provide Services at the Restricted Access Beaches Managed by the Incline Village General Improvement District.

5. **SUBJECT:** Review, Discuss, and Approve Agreement with Best, Best, and Krieger (BBK) for Public Records Request Services. (Requesting Staff Member: District General Manager Bobby Magee) – *pages 114 - 117*

Recommendation for Action:

1. That the Board Review, Discuss, and Approve the Agreement with Best, Best, and Krieger (BBK) for Public Records Request Services; and,

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2. Direct the General Manager to Sign the Agreement.

6. **SUBJECT:** Review, Discuss, and Approve Revisions to Policy and Procedure No. 136, Policy Concerning the Use of District Facilities for Expression. (Requesting Staff Member: District General Manager Bobby Magee) – *pages 118 - 151*

Recommendation for Action: That the Board make a Motion to Approve Revisions to Policy and Procedure Number 136, Concerning Access to District Property and the Use of District Facilities for Expression.

G. GENERAL BUSINESS (for possible action)

1. **SUBJECT:** Review, Discuss and Approve Board Practice 6.2.0 - Budgeting and Fiscal Management Community Services and Beach Pricing for Products and Services. (Requesting Staff Member: Director of Administrative Services Susan Herron) – *pages 152 - 192*

Recommendation for Action: That the Board of Trustees make a Motion to Approve the Revisions as Provided to Practice 6.2.0.

2. **SUBJECT:** Report on the Status of the Fiscal Year 2024-25 Budget. (Requesting Staff Member: Assistant Director of Finance Adam Cripps) – *page 193 (Supplemental Material to follow)*

Recommendation for Action: That the Board of Trustees Receive, Discuss, and File a Verbal Report and the Attached Presentation.

3. **SUBJECT:** Review, Park and Recreation Department Conditions Report, and List of Projects for Facilities, and Provide Direction to Staff Related to Follow Up, and Next Steps (Requesting Staff Member: District General Manager Bobby Magee) – *pages 194 - 203*

Recommendation for Action: That the Board of Trustees Review the Park and Recreation Department Conditions Report, and List of Projects for Facilities, and Provide Direction to Staff Related to Follow Up, and Next Steps.

4. **SUBJECT:** Review the Professional Services Agreement with Ainsworth Associates Mechanical Engineers for the Recreation Center HVAC System Replacement Project - 2023/24 Capital Improvement Project; Fund: Community Services; Division: Recreation Center; Project #BI224350100; Professional: Ainsworth Associates Mechanical Engineers in the Amount of \$185,000. (Requesting Staff Member: Interim Director Public Works Kate Nelson) – *pages 204 – 263*

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Recommendation for Action: The Board of Trustees make a Motion to:

1. Approve the Agreement for Professional Services for the Recreation Center HVAC System Replacement - 2023/24 Capital Improvement Project; Fund: Community Services; Division: Recreation Center; Project #BI24350100; Professional: Ainsworth Associates Mechanical Engineers in the Amount of \$185,000 and,
2. Direct the Chair and Secretary to Sign and Execute the Agreement.

5. **SUBJECT:** Review, Discuss, and Receive Direction for the Incline Beach House and Incline Beach Access Projects Budget and Building Programming. (Requesting Staff Member: Interim Director of Public Works Kate Nelson) – **pages 264 - 267**
6. **SUBJECT:** Review, Discuss, and Approve Golf Play Pass Rate Structure for the 2024 Season (Requesting Staff Member: General Manager of Golf Operations Timothy Sands) – **pages 268 - 281**

Recommendation for Action: That the Board of Trustees make a Motion to Approve the Golf Play Pass Rate Structure for Both Championship and Mountain Courses for the 2024 Season.

7. **SUBJECT:** Review, Discuss, and Approve the Recommended Contract Amendment with RubinBrown for an Increase in Expenditures for Forensic Due Diligence Auditing Services in the Amount of \$70,000. (Requesting Staff Member: District General Manager Bobby Magee) – **pages 282 - 285**

Recommendation for Action: That the Board of Trustees:

1. Discuss the Contract Amendment in the Amount of \$70,000 for Continued Forensic Due Diligence Auditing Services; and,
2. Direct the General Manager to Execute the Contract Amendment with RubinBrown.

8. **SUBJECT:** Review, Discuss, and Approve a Donation in the Amount of Not to Exceed \$110,000 from Michael Gross for the Construction of a Veteran's Memorial on District Property and Direct Staff to Formalize a Written Agreement. (Requesting Staff Member: District General Manager Bobby Magee) **pages 286 - 330**

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

1. Accept a Donation from Michael Gross in the Amount "Not to Exceed" \$110,000 for the Construction of a Veteran's Memorial on District Property to be Located at the Village Green; and,
2. Direct Staff to Formalize a Written Agreement to Accept the Donation; and,
3. Direct Staff to Revise Policy and Procedure 138, Resolution 1849 for Board Approval and Adoption.

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9. **SUBJECT:** Review, Discuss and Accept a Donation in the Amount of \$3470.30 from a Community Member for the Purchase of Pickleball Supplies (Requesting Staff Member: District General Manager Bobby Magee) – *pages 331 - 336*

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

1. Accept a Donation of \$3,470.30 from Sara Shorin for the Purchase of Pickleball Supplies (attached as Exhibit A); and,
2. Direct Staff to Order and Install the Supplies as Identified by the Donor's Wishes.

10. **SUBJECT:** Review, Discuss and Authorize Staff to make a \$25,000 Cash Donation From the IVGID Beach Fund to Red, White, and Tahoe Blue II. (Requesting Staff Member: District General Manager Bobby Magee) – *pages 337 - 338*

Recommendation for Action: That the Board of Trustees make a Motion to Approve a Cash Donation of \$25,000 From the IVGID Beach Fund to the Red, White, and Tahoe Blue II in Support of the Fireworks, as per Policy and Procedure Resolution No. 141, Resolution 1895, and Programs, Paragraph 5. Fee Waivers for Contributions.

11. **SUBJECT:** Review, Discuss and Provide Direction regarding the Board-Appointed Golf and Capital Improvements/ Investment Committees. (Requesting Staff Member: District General Manager Bobby Magee) – *pages 339 - 342*

Recommendation for Action: For the Board of Trustees to Discuss and Provide Direction regarding Board Appointed Committees.

H. REDACTIONS FOR PENDING PUBLIC RECORDS REQUESTS (for possible action)

I. LONG RANGE CALENDAR – *pages 343 - 350*

J. BOARD OF TRUSTEES UPDATE

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

L. ADJOURNMENT (for possible action)

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CERTIFICATION OF POSTING OF THIS AGENDA

I hereby certify that on or before 9:00 AM on Friday, May 3, 2024, a copy of this agenda (IVGID Board of Trustees Session of May 8, 2024) was delivered to the post office addressed to the people who have requested to receive copies of IVGID's agendas; copies were e-mailed to those people who have requested; and a copy was posted, physically or electronically, at the following locations in accordance with Assembly Bill 213:

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

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

/s/ Heidi H. White

Heidi H. White

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

IVGID Board of Trustees: Chair Sara Schmitz, Vice Chair Matthew Dent, Treasurer Raymond Tulloch, Secretary Michaela Tonking, and Trustee David Noble

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

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MEMORANDUM

TO: Board of Trustees

FROM: Bobby Magee, District General Manager

SUBJECT: District General Manager's Monthly Status Report - April 2024.

DATE: April 30, 2024

District General Manager Verbal Update

Venue Status Reports

Venue status reports are attached for April 2024.

Policy 22.1.0 – Disclosure of External Entity Involvement

The quarterly reports for January 1 to March 31, 2024 are attached to this report.

Public Records Log

Public Records Log for Any Prior unfulfilled Requests and January 11, 2023 to May 2, 2024, is attached to this report.

III. ATTACHMENTS

April 2024 Venue Status Reports
Policy 22.1.0 Disclosure of External Entity Involvement
Public Records Request Log

MEMORANDUM

TO: Bobby Magee
District General Manager

FROM: Mike Bandelin
Diamond Peak Ski General Manager

SUBJECT: Venue Status Report – Ski Venue – April 2024

DATE: May 8, 2024

Season to Date

December 7th - Opening day – 3 lifts with 4 trails
December 16th - Opened Lakeview ski lift including Ridge and Popular trails
December 23rd - Peak period begins. Opened Penguin, Freeway and Dusty's Trails added Redfox Ski Lift
January 6th - Opened Wiggle Trail
January 7th - Peak period ends, opened Luggis and Powder Trails
January 13th – Opened Lightning, Diamond Back, Battle Born and Showoff Trails
January 13th – Crystal Lift delayed opening 11:30 am (icing), opened Flume and Spillway Trails
January 14th – Crystal Lift delayed opening 11:00 am (icing)
January 17th – Opened Lakeview and FIS Trails
January 17th – 100% of the developed terrain open
February 10th – U10 Ski Race on Showoff
February 11th - U10 Ski Race on Showoff
February 17th – Presidents Week peak period begins
February 25th - Presidents Week peak period ends
March 1st – Late opening on Crystal Lift closed at 3:00 pm- weather related
March 2nd – Operated Lakeview and Lodgepole Lifts only – weather related
March 3rd – Late opening on Crystal – icing on Lift Components
March 4th – Late opening on Crystal – icing on Lift Components
March 15th – Season Ski Passes go on sale for the 2024/25 ski season
March 24th – Luggi Foeger Uphill Race
April 20th – DPST Diamond Cup Community Ski Race
April 21st – Community Dummy Downhill Event – Closing day

Staff will remind the Board that through the installation and operating of the RFID system at the ski lifts staff is recording an increase in skier visits as each pass and ticket for access is recorded unlike previous season where the equipment for access was outdated and performed inadequately.

The YTD skier visit count through April totals 161,361 as compared to 93,348 for the same period last season. The April visit count for this season is 17,705 compared to 11,942 in April 2023. The five year average for the month of April is 7,413 visits. Staff will note that future reporting on skier count will provide a more comparable indicator than the information being presented during this season.

The replacement of the rental snowboard equipment that was approved by the District's Board of Trustees in March of 2023 and currently in service to our customers.

The District Board of Trustees approved a capital improvement project which included a reconfiguration of the Main Lodge kitchen as well as replacing the walk-in cooler and freezer unit. The project has been completed and is currently in use.

The Board of Trustees also approved a planned project of painting the exterior of the base facility buildings. The exterior painting of the Main Lodge and the Skier Services building has been completed.

The Board of Trustees approved the planned and budgeted Snowmaking Pump House Improvement Project at their meeting on August 30, 2023 (Item G.5). Currently, staff is in receipt and delivery of the equipment including new pipe, fittings and valve makeups. The fabrication contractor is currently dismantling the current piping configuration and beginning pipe fitting and construction of the new pipe layout according to the plan set. Updates on the project will be provided periodically.

The Board of Trustees approved the planned and budgeted project of the procurement of a 14 passenger shuttle van at their meeting on August 30, 2023 (Item G.7). Currently, the shuttle van is in the manufacturing stage and the District expects delivery in midsummer.

Season Pass prices for the 2024/25 season were approved by the Board at their meeting on February 28, 2024 (Item G. 1) and staff initiated the sale of the passes for next season beginning on March 15, 2024.

Throughout the operating season staff will provide monthly information related to service measures and KPI's. The table below provides results of the Ski Venue Service Measures for the month of April including current and prior periods as well as year to date indicators.

Staff will note that in April 2023 the venue operated for the entire month whereas the venue operated for 21 days during April 2024.

Diamond Peak Ski Venue							
Service Measure Units	Budget FY2023-24	PY Actual April 2023	CY Actual April 2024	Variance PY vs. CY	PY YTD Actual	CY YTD Actual	% of Forecast
04/01/2024 - 04/30/2024							
Opening Date	12/7/2023				12/3/2022	12/7/2023	
Closing Date	4/14/2024				5/1/2023	4/21/2024	
Operating Days	130	30	30	-	148	137	105%
Skier Visits	130,000	11,853	17,705	5,852	81,406	161,361	124%
PPH Lift Tickets	9,000	1,125	677	(448)	11,310	10,129	113%
Non PPH Lift Tickets	42,517	3,592	2,547	(1,045)	37,633	34,646	81%
PPH Season Passes YTD	3,900	-	-		4,351	4,231	108%
Non PPH Season Passes YTD	4,195	-	-		4,079	4,567	109%
Food & Beverage Guest Checks	93,700	12,448	9,225	(3,223)	88,412	88,364	94%
Rental Equipment Units	28,300	2,667	1,721	(946)	18,648	18,657	66%
Child Ski Center Lessons Taught	5,450	376	330	(46)	3,596	3,940	72%
Ski and Ride Center Lessons Taught	10,850	970	728	(242)	7,472	7,600	70%

Picture pass holder lift tickets provided through April are lower by 448 tickets or 40%. YTD PPH tickets sold are 10% or 1,181 tickets under as compared to the previous year to date period. Staff will note that our intension in the future is to be able to report on the amount of paid versus punch card use tickets.

Non PPH tickets sold during the month were down 1,045 tickets or 29%. YTD tickets sold were also down 2,987 tickets or 8%.

Picture pass holder season passes purchased numbers are slightly down 3% year to date from the previous year whereas Non Picture season pass sales increased from the previous year by 12%.

Equipment Rental units are showing a decrease in sales of 35% or 946 units for April while year to date rented units are nearly identical to last season.

Children lesson products decreased by 9% or 946 lessons in April and increased 10% year to date. Adult ski and snowboard lesson provided decreased by 25% from the previous month of April period and sales of lesson products has increased 2% year to date.

MEMORANDUM

TO: Bobby Magee
General Manager

FROM: Adam Cripps
Assistant Director of Finance

SUBJECT: Status Report for April 2024 – Finance/Accounting

DATE: May 08, 2024

Finance and Accounting

Forensic Audit: Staff continues to respond to inquiries from RubinBrown.

Tyler Enterprise (Formerly Known as Munis) Implementation Project: This item was identified by the Board on August 24, 2023 as the Finance Department's top priority of special projects.

- Enterprise/Munis Staff Training: Finance Staff, trained by Tyler Technologies representatives, have worked with staff District-wide on training how utilizing reporting tools built within the Enterprise ERP system.
- ERP System Internal Controls: The team continues to evaluate proper controls within the system and work with departments on appropriate levels of access for varying positions within the organization. This continues and expands deeper with the workflow project.

Internal Controls Project: Baker Tilly staff has been asked to review the current state of internal controls throughout IVGID operations with the expectation of making recommendations regarding these controls at a policy level, based on industry standards and best practices. Draft baseline reports have been provided to staff for review.

Finally, the Finance team, working with Human Resources to fill the following vacancies: Purchasing and Contracts Manager, Sr. Accountant, and Payroll Generalist. Purchasing and Contracts Manager candidate evaluations are underway.

MEMORANDUM

TO: Bobby McGee
General Manager IVGID District

FROM: Timothy Sands
General Manager of Golf Operations

SUBJECT: Status Report for April 2024 – Golf Operations

DATE: April 29th, 2024

Golf Operations Update - (April 2024)

- Promotion of Rob Bruce to Head Golf Professional
- Driving Range opened April 26th
- Championship course scheduled to open May 10th
- Mountain course scheduled to open May 24th
- Hired and trained lead golf shop staff
- Filling open positions next week to round out total operations of cart barn/driving range & golf shop staff
- PPH, Guest, and Non-residents rates are set
- Working on play pass presentation for May 8th BOT meeting.

M E M O R A N D U M

TO: Bobby Magee, General Manager
FROM: Erin Feore, Director of Human Resources
SUBJECT: Monthly Venue Manager Status Report
DATE: April 26, 2024

The Human Resources team continues with recruitment efforts for ongoing seasonal staffing and full-time/year-round staffing needs. Our Talent Acquisition Specialist continues to manage the recruitment efforts for the District and has reported the following Open/Filled Full Time/Year Round (FT/YR) positions:

Filled

HR Recruiting Assistant
Lift Technician
Public Works Customer Service Clerk
Revenue Office Technician
Senior Head Golf Professional

Openings

Payroll Generalist
Contracts & Purchasing Manager
SCADA Instrumentation Technician
Senior Accountant
Senior Engineer

The Human Resources team continues to support the District operations with ongoing new/rehire processing, terminations of employment, etc.

The Recruitment team was very busy throughout the month of April, having attended five separate job fairs (both onsite and virtual). These job fairs were held in Reno, Tahoe City, and Incline Village. The Recruitment team is updating their ROI reporting and future status reports will include data on rates of hire specifically from these events.

District required training continued throughout the month of April; further, the Senior HR Analyst and HR Director met to discuss quarterly management training opportunities; we have begun to research both required and important topics, as well as District specific topics to keep the management staff engaged with Districtwide operations and expectations. It is our expectation to have the draft training prepared and ready for review by early June, 2024.

The Safety team has also been very busy throughout the month of April. The following are completed tasks:

- Successful SCATS (Safety Consultation & Training Section) audit of the golf courses. Recommended safety improvements are currently being evaluated with an estimated completion date of May 31, 2024.
- Updated District Vehicle & Incident Report forms for management completed.
- Continued working on creation of Standard Operating Procedures for various Safety Data Sheets, as required by OSHA.

Lastly, the Benefits team has been working closely with the District’s Fitness, Health and Wellness Coordinator to develop Districtwide employee wellness programs. These programs may include everything from fitness challenges to nutritional education, etc. While we’re still in the early stages of development, we are very eager to get the final program outlined and proposed to management.

The April Attrition Report is as follows:

<u>Month</u>	<u>Start Ttl # of EE's</u>	<u>Hired*</u>	<u>Ttl Term EE's</u>	<u>End Ttl # of EE's</u>	<u>Avg # of EE's</u>	<u>Attrition Rate</u>
January, 2023	496		12	484	490	2.419
February, 2023	470		27	443	456.5	5.745
March, 2023	479		59	420	449.5	12.317
April, 2023	448		129	319	383.5	28.795
May, 2023	422		51	371	396.5	12.085
June, 2023	459		12	447	453	2.614
July, 2023	467		17	450	458.5	3.640
August, 2023	462		64	398	430	13.853
September, 2023	408	11	46	373	390.5	11.275
October, 2023	373	32	51	354	363.5	13.673
November, 2023	354	168	10	512	433	2.825
December, 2023	512	80	19	573	542.5	3.711
January, 2024	573	27	25	575	574	4.363
February, 2024	574	11	21	564	569	3.659
March, 2024	564	14	45	533	548.5	7.979
April, 2024	533	43	230	346	439.5	43.152
*Reconfigured reporting based on recommendations for clarity						

Note: per recommendations for clarity in reporting, we have outlined both hired and terminated employee counts. It should be understood that these numbers may change based on the timing of this report.

M E M O R A N D U M

TO: Bobby Magee
District General Manager

FROM: Kate Nelson
Interim Director of Public Works

SUBJECT: Public Works April 2024 Monthly Report

DATE: May 1, 2024

Special Projects:

Public Works is working on developing the Lead Service Line Inventory as required by NDEP/EPA Lead and Copper Rule. PW is currently asking all homeowners to fill out the survey found using the following link. There is also a video and information to help guide the homeowner on how to find their water service line pipe material type.

Use this link for more information, view an informational video, and to get to the survey:

[Public Works Lead & Copper Rule Survey | Incline Village General Improvement District - IVGID - Incline Village, Crystal Bay, Lake Tahoe \(yourtahoeplace.com\)](#)

Engineering Summary of Projects:

Note the Engineering Department only has 2 full time employees to manage all FY23/24 Capital Improvement and Capital Expense Projects (Effluent Pipeline & Storage Tank PM remains with HK) – as a result projects have been evaluated for priority and schedules have been adjusted - Senior Engineer position is currently being advertised

- Capital Investment Committee – Snowflake Lodge Needs Assessment Update/Owner's Programing, Carry Forward Project and YR 1 of 5 YR CIP review
- Hold for Funding/Permitting/Contract – Bike Park
- RFP/RFQ – Rec Center HVAC Evaluation (Award 5/8),
- Planning – Skate Park Enhancement, Boat Ramp Evaluation, Fire Hydrant Replacement, Ski Way Pavement Rehabilitation, Incline Beach House, DP /Grease Interceptor/Fuel Tank/Upper Parking Lot Pavement
- Design – Burnt Cedar Emergency Fuel Tank Replacement, DP Electrical Service Entrance
- Bidding – SPS#5 Wetwell & Manhole Coating, WRRF Roof,
- Construction – Reservoir Coating R5-3A R5-3B (early summer 2024), Mountain Golf Cart Path Phase II (spring 2023), Meter Register & Transponder Installation (meters on order), Snowmaking/Pump Station Improvements, SPS #1, Effluent Storage Tank, Effluent Export Pipeline, Pavement Maintenance (Spring), Alder Ave Waterline Replacement, Mountain Golf Roof (Cart Barn & Clubhouse)
- Construction Complete – Crystal Peak Waterline Replacement, Fall Pavement Maintenance, Effluent Export Pipeline (GMP 1), Utility Adjustment in NDOT ROW, Wetlands Improvements, Mountain Golf Cart Path Phase II (fall 2023 work) and Phase III, Diamond Peak Kitchen, Burnt Cedar RFID Pedestrian Gate Access

Water/Wastewater Treatment:

- Not Available in time to meet packet cutoff deadline

Pipeline:

- Water Leak Repairs – 2
- Fire Hydrant Repair - 0
- After Hour Service Calls – 2 (12 hrs OT)

- Meters Tested = 13
- 217 Meters transponders changed out
- Snow removal at District venues = 6.75 hours
- Hydroflush sewer lines = 16,991 feet

Compliance:

- Backflow tests – 146
- Plan Checking – 23

Waste Not:

- Not Available in time to meet packet cutoff deadline

Fleet:

- Preventative Maintenance Hours – 381
- Corrective Maintenance Hours – 431
- CIP Projects Hours – 4

Laboratory:

- Not Available in time to meet packet cutoff deadline

Major Capital Improvement Project Status

- Effluent Pipeline Replacement Project GMP 2
 - Traffic Control Set Up Week of 4/22/24
 - TRPA pre-grade inspection completed
 - Saw Cutting of asphalt started week of 4/22/24
 - BMP installation completed week 4/22/24
 - Materials Delivery
- Effluent Storage Tank Project
 - Pre-Construction Meeting held
 - TRPA preliminary pre-grade inspection completed
 - BMPs installed week of 4/29/24
 - Rock breaking crew started work week of 4/22/24
- Incline Beach House
 - Progress Meetings ongoing
 - Updates given at Board of Trustees Meetings
- Skate Park Enhancement
 - Board of Trustees approved Award of 30% Design Build on 4/10/2024
 - Kickoff meeting held 4/17/2024

Memorandum

To: Board of Trustees

Through: Kate Nelson, Interim Director of Public Works

From: Hudson Klein, PE – Interim Engineering Manager

Date: April 30, 2024

RE: Emergency water main repair – SR28 at Christmas Tree Village

This memorandum is to provide a summary and update for the repair works carried out by Burdick Excavating Co (BEC) on the asbestos cement (AC) water main gate valve (GV) situated within Nevada State Route 28 (SR28) right-of-way (ROW) at the Christmas Tree Village in Incline Village. The repairs were completed by BEC between March 18, 2024 and March 21, 2024.

Background:

A water leak was observed at the road surface in front of the Christmas Tree Village in February 2024 due to a failed service lateral serving the western portion of Christmas Tree Village; IVGID Pipeline Staff successfully completed the lateral repair. Several days later, the adjacent gate valve box was observed leaking to the road surface. IVGID Pipeline Staff manually exercised the valve and that temporarily resolved the leak, but the leak was again observed within the next week. Based on the relative age of the existing GV and AC main (1970s), Staff made the call to replace the leaking GV (versus GV repair) as it posed a significant risk to newly repaved SR28 (completed 2023).

A request for proposals was issued in February 2024 to multiple contractors. Responsive bids were received from Granite Construction and Burdick Excavating Co; BEC was the low bidder at \$41,000 and was awarded the job on March 12, 2024 via the CURF approval process.

Repair Work and Change Order/Additional Work:

IVGID Staff secured a temporary occupancy permit with NDOT and coordinated the repair and related traffic impacts with appropriate NDOT personnel. BEC mobilized Monday, March 18, 2024 to complete the repair. Additionally, affected water customers were notified of the service disruption for March 19, 2024 and the (Bureau of Safe Drinking Water) regulatory requirement for a subsequent precautionary boil-water notice to affected customers until March 21, 2024. This affected all of the businesses within the Christmas Tree Village, the

commercial complex at the southwest corner of SR28 and Village Blvd (Starbucks building), and a legal office and landscape nursery west of the Christmas Tree Village.

The project was originally expected to take two to three days to complete, depending on existing ground and infrastructure conditions. However, the work was delayed by difficulty locating the existing AC main; this is typical of the old water mains as they do not have tracer wire and AC pipes are unable to be accurately located with standard equipment. The result was the 6" fire hydrant (FH) lateral included in the repair zone was damaged necessitating additional repair scope including approximately six feet of new 6" pipe and additional fittings.

IVGID Pipeline Staff were promptly notified of the water main damage and responded to support BEC, to minimize impact to water customers, and to ensure the repair was completed as efficiently as possible. At final connection, an additional leak was discovered in the existing 6" steel FH lateral downstream of the new connection point. Therefore, additional new pipe was required and installed on Thursday, March 21, 2024. The excavation was backfilled and the road temporarily reinstated with hot-mix asphalt (HMA). Water service was fully restored on Tuesday, March 19 with the precautionary boil water requirement removed on Thursday, March 21, 2024, as per original customer notice.

Financial Summary:

The two bids received varied from \$41,000 to \$111,000. As above, BEC was the successful low bidder and the project contract was approved at \$41,000. The extra work required by the unforeseen, existing pipe failures and inaccurate USA locate resulted in a net increase of approximately \$9,000. The total value of the BEC contract increased to \$50,023.96. As the repair was an emergency situation, the project costs were not previously allocated in the utility budget; therefore, the costs are proposed to be drawn from unused/remaining budget from completed capital projects (i.e. Crystal Peak Waterline, Utility Rate Study) as highlighted by Staff at the April 10, 2024 Board meeting.

Remaining Work:

The HMA patch used to resurface SR28 is temporary only. NDOT requires newly paved roads be suitably reinstated to an equivalent condition. In 2023, SR28 was newly re-surfaced with an open-grade asphalt product that is strictly regulated with regard to the mix design of the asphalt product and the ambient temperatures at which it is placed. This open-graded asphalt is generally only available in the summer and early fall seasons. Therefore, IVGID are required to remove the temporary HMA and place compliant NDOT and, further, a minimum of 25-feet from each end of the repair limits must be milled and overlaid with a new 1" thick open-grade asphalt course. This work will be bid out in the spring/summer once the local asphalt plants

have the NDOT-accepted open-grade asphalt in production. This timing and cost are not currently known.

Further, the existing 6" steel FH lateral that was observed as part of the repair is an old steel line and is not in a reliable condition. Therefore, Staff propose to replace the full length of this lateral across SR28 from the north side of the road to the south side to avoid a potential failure of this existing line during subsequent compaction efforts related to the road reinstatement. This additional work was unable to be completed in March due to the conditions of the NDOT permit and subcontractor availability. This portion of work will be completed in advance of the road reinstatement as part of the contract for the mill/overlay of SR28. Staff will bring this forward to the Board for approval when the timing and costs are known. This is anticipated in the summer 2024 construction season.



Policy 22.1.0

Disclosure of External Entity Involvement

POLICY. The Incline Village General Improvement District emphasizes transparency and understands that state law creates minimum standards. In some instances it may be appropriate to impose stricter requirements than those set forth in the Nevada Revised Statutes (NRS). While IVGID encourages Trustees and employees to be involved in local community groups, this involvement may result in real or perceived conflicts of interest. Various provisions of the NRS, including NRS 281A, prohibit IVGID officials from participating in decisions affecting their “commitments in a private capacity” and otherwise impose disclosure or recusal requirements on decisions impacting officials’ organizations.

While these requirements impose important minimum standards that avoid actual conflicts of interest, they do not provide transparency regarding potential conflicts of interest or otherwise ensure that officials are proactively disclosing potential conflicts of interest.

As defined in this Policy, “Qualifying Groups” shall be for profit, not-for-profit, and non-profit associations, businesses, or entities, however organized.

To provide additional transparency beyond state minimum requirements, IVGID Trustees, Audit Committee Members, and senior management employees shall report on a quarterly basis any Qualifying Groups to which they are an employee, member, or officer, or with whom they receive cash compensation or in-kind compensation (which shall include all non-monetary benefits that an organization provides in addition to or in lieu of cash compensation). Member of a Qualifying Group does not include simply listing a party affiliation as part of a voter registration or being a parishioner or regular attendee of a church, synagogue, mosque, or other religious group. Senior employees shall include the General Manager, department heads, and any supervisors with signature authority under Policies 21.1.0 or 21.2.0 as identified by the General Manager.

Reports shall be made quarterly due by January 15th, April 15th, July 15th, and October 15th and shall be included in the General Manager’s report or similar item in the next regularly scheduled Board of Trustees meeting after such dates.

RESPONSIBILITY. The District Clerk shall be responsible for developing reporting forms, notifying officials of their obligation to file reports, and maintaining such reports. All forms shall be public records.

The General Manager shall adopt and enforce personnel policies to ensure compliance with this Policy. The Board of Trustees shall enforce this Policy against Trustees, Audit Committee Members, and the General Manager.

Disclosure of External Entity Involvement – Policy 22.1.0

Reporting Form

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Employee Name: Mike L. Bandelin_____

Reporting Period: ___1/01/2024 – 3/31/2024_____

Name of External Entity, Group or Organization:

Entity Name	Type of Membership Personal or Professional	Compensation Information (if none, write "N/A")
Ski California	Professional	N/A

Reporting Schedule

Period from 7-1 to 9-30; due to District Clerk or designee by 10-14
 Period from 10-1 to 12-31; due to District Clerk or designee by 1-14
 Period from 1-1 to 3-31; due to District Clerk or designee by 4-14
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Disclosure of External Entity Involvement – Policy 22.1.0

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Employee Name: Adam Cripps

Reporting Period: 1-1 to 3-31

Name of External Entity, Group or Organization:

<i>Entity Name</i>	<i>Type of Membership Personal or Professional</i>	<i>Compensation Information (if none, write "N/A")</i>
Town of Apple Valley	Professional	Cash Compensation

<p>Reporting Schedule</p> <p>Period from 7-1 to 9-30; due to District Clerk or designee by 10-14</p> <p>Period from 10-1 to 12-31; due to District Clerk or designee by 1-14</p> <p>Period from 1-1 to 3-31; due to District Clerk or designee by 4-14</p> <p>Period from 4-1 to 6-30; due to District Clerk or designee by 7-14</p>

Disclosure of External Entity Involvement – Policy 22.1.0

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Employee Name: Erin Feore

Reporting Period: 01/01/2024 - 03/31/2024

Name of External Entity, Group or Organization:

<i>Entity Name</i>	<i>Type of Membership Personal or Professional</i>	<i>Compensation Information (if none, write "N/A")</i>
SHRM (Society for HR Management)	Professional	N/A
Northern NV HR Association	Professional	N/A
Nevada Association of Employers (NAE)	Professional	N/A

Reporting Schedule

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 Period from 1-1 to 3-31; due to District Clerk or designee by 4-14
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Disclosure of External Entity Involvement – Policy 22.1.0

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Employee Name: Susan Herron

Reporting Period: 01-01-2024 to 03-31-2024

Name of External Entity, Group or Organization:

Entity Name	Type of Membership Personal or Professional	Compensation Information (if none, write "N/A")
North Lake Tahoe Fire Protection District	Director	\$3600 per year as per NRS

Reporting Schedule

Period from 7-1 to 9-30; due to District Clerk or designee by 10-14
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Disclosure of External Entity Involvement – Policy 22.1.0

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Employee Name: Shelia Leijon

Reporting Period: January 1, 2024 – March 31, 2024

Name of External Entity, Group or Organization:

Entity Name	Type of Membership Personal or Professional	Compensation Information (if none, write "N/A")
ITF	Co-founder, IVGID Laision	N/A
Rotary Club of Tahoe Incline	Immediate Past Co- president, Individual member	N/A
IVCBA	Founding Board Member	N/A

<p>Reporting Schedule</p> <p>Period from 7-1 to 9-30; due to District Clerk or designee by 10-14</p> <p>Period from 10-1 to 12-31; due to District Clerk or designee by 1-14</p> <p>Period from 1-1 to 3-31; due to District Clerk or designee by 4-14</p> <p>Period from 4-1 to 6-30; due to District Clerk or designee by 7-14</p>

Disclosure of External Entity Involvement – Policy 22.1.0

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Employee Name: Bobby Magee

Reporting Period: 1/1/24 - 3/31/24

Name of External Entity, Group or Organization:

<i>Entity Name</i>	<i>Type of Membership Personal or Professional</i>	<i>Compensation Information (if none, write "N/A")</i>

<p>Reporting Schedule Period from 7-1 to 9-30; due to District Clerk or designee by 10-14 Period from 10-1 to 12-31; due to District Clerk or designee by 1-14 Period from 1-1 to 3-31; due to District Clerk or designee by 4-14 Period from 4-1 to 6-30; due to District Clerk or designee by 7-14</p>

Disclosure of External Entity Involvement – Policy 22.1.0

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Employee Name: Kate S. Nelson

Reporting Period: 1/1/2024 – 3/31/2024

Name of External Entity, Group or Organization:

Entity Name	Type of Membership Personal or Professional	Compensation Information (if none, write "N/A")
Washoe County Planning Commissioner – District 2	Professional	\$80/meeting attended
Truckee Meadows Regional Planning Commissioner – Washoe County	Professional	\$80/meeting attended

<p>Reporting Schedule</p> <p>Period from 7-1 to 9-30; due to District Clerk or designee by 10-14</p> <p>Period from 10-1 to 12-31; due to District Clerk or designee by 1-14</p> <p>Period from 1-1 to 3-31; due to District Clerk or designee by 4-14</p> <p>Period from 4-1 to 6-30; due to District Clerk or designee by 7-14</p>

Disclosure of External Entity Involvement – Policy 22.1.0

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Employee Name: David Noble

Reporting Period: 01/01/24 – 03/31/24

Name of External Entity, Group or Organization:

Entity Name	Type of Membership Personal or Professional	Compensation Information (if none, write "N/A")
David Scott Noble d/b/a DSN Consulting	Personal	Yes
Skiprock Partners, LLC	Personal	Yes

<p>Reporting Schedule</p> <p>Period from 7-1 to 9-30; due to District Clerk or designee by 10-14</p> <p>Period from 10-1 to 12-31; due to District Clerk or designee by 1-14</p> <p>Period from 1-1 to 3-31; due to District Clerk or designee by 4-14</p> <p>Period from 4-1 to 6-30; due to District Clerk or designee by 7-14</p>

Disclosure of External Entity Involvement – Policy 22.1.0

OR

Reporting Form

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Employee Name: Sara Schmitz

Reporting Period: 1-1 → 3-31-2024

Name of External Entity, Group or Organization:

Entity Name	Type of Membership Personal or Professional	Compensation Information (if none, write "N/A")
Incline Village Crystal Bay Community 1st	President	none-volunteer
Incline Village Crystal Bay Veterans Club	member	+ volunteer

Reporting Schedule

Period from 7-1 to 9-30; due to District Clerk or designee by 10-14
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Disclosure of External Entity Involvement – Policy 22.1.0

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Employee Name: _____ Michaela Tonking _____

Reporting Period: _____ 4/15/2024 _____

Name of External Entity, Group or Organization:

Entity Name	Type of Membership Personal or Professional	Compensation Information (if none, write "N/A")
Augenblick Palaich and Associates	Professional	Paid
MHT LLC	Professional	Paid
Incline High School WTP	Personal	n/a

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Disclosure of External Entity Involvement – Policy 22.1.0

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Employee Name: Raymond Tulloch

Reporting Period: 04/01/24-06/30/24

Name of External Entity, Group or Organization:

Entity Name	Type of Membership Personal or Professional	Compensation Information (if none, write "N/A")
Munro Tulloch, Inc, President & CEO	Professional	Salaried
Mt. Rose Ski Tahoe, Ski Team Head Coach	Professional	Salaried
Far West Masters Ski Racing – Past President, Volunteer position	Personal	N/A
Mt. Rose Snowsports Education Foundation volunteer position	Personal	N/A

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Public Records Request Log

Thursday, May 2, 2024

Due Today:	0
Overdue:	0

Log No.	Time Logged	Status	Date Requested	By Whom	Subject	Date Complete or Due by	District Cost	Assigned to
23-106			✓ Monday, November 13, 2023	Gumz, Joy	2) Attendance / timekeeping records for all employees for the calendar year 2022	Extended		Human Resources
24-013		In Progress	✓ Thursday, January 11, 2024	Homan, Mick	Please provide all emails, texts and/or other documentation sent to/received by Sara Schmitz, Matthew Dent, IVGID Human Resources, and/or other IVGID Staff or legal counsel regarding public forums, the recall petition, and/or IVGID beaches from June 15, 2023 to August 1, 2023. Please provide all emails, texts, and/or other documentation sent to/received by Sara Schmitz, Matthew Dent, Human Resources and/or IVGID Staff or legal counsel regarding the issuance of picture passes to residential parcels owned by any legal entity other than an individual or couple from May 1, 2023 to June 30, 2023	2/15/2024		General Governance
24-028	10 Minutes	Complete	✓ Thursday, February 1, 2024	McKowen, Patricia	Human Resources Cliff Dobler File which is now public Record.	2/8/2024		Human Resources
24-029	Not Recorded	Complete	✓ Friday, April 12, 7737	Schmitz, Sara	Account Creation - Request	2/14/2024		General Governance
24-030	2 Hours	Complete	✓ Monday, February 19, 2024	Miller, Judith	Please provide a list (pdf) Showing the job title, job class (e.g. FTYR, PTYR, etc), grade and FTE's for each of the budgeted positions listed for 2023-2024 on pp.549-553 of the 5/25/23 Board Packet. I already have the table of salary levels, but never received the list containing the position title, class, grade and FTE's (like the one that had been provided in previous years) that I originally requested in July of 2023 and again in February 2024. The list in last year's packet only contained the job title and FTE's.	3/11/2024		Human Resources
24-031	1.5 Hours	Complete	✓ Tuesday, February 20, 2024	Miller, Judith	IVGID's website states "The Senior Transportation Program is a collaborative effort provided by IVGID Senior Programs, Washoe County, NDOT and RTC." Please provide records evidencing any and all financial contributions from Washoe County, NDOT and RTC specifically for IVGID's Senior Transportation Program since July 1, 2022 to the present.	3/11/2024		Parks, Rec. & Beaches and Finance Department
24-032	30 Minutes	Complete	✓ Saturday, February 24, 2024	Wells, Kristie	Please provide the Consulting Agreement and Compensation Plan for Interim Director of Finance, Bobby Magee. I understand IDF Magee, based on his own words, was referred to IVGID by someone at Baker Tilley. Baker Tilley was then paid a \$10,000 "finders fee." I have not seen anything else related to IDF Magee being hired, or any documents that state what his current compensation is as a consultant to IVGID. This has been asked, twice, by Aaron Katz, and I do not believe this request has been fulfilled. Please provide a copy of the agreement between IVGID and IDF Magee that fully outlines his role, responsibilities, and the compensation he receives in exchange for the work provided to the District. I would expect there to be a clear term of engagement, an exact amount of compensation that was agreed to, and any additional benefits that were to be provided. Please provide copies of the invoices that have been submitted by IDF Magee or any firm or person representing him seeking payment from IVGID, including those that pertain to general compensation as well as any expense reimbursement that has been requested since he started working with the District.	3/4/2024		Human Resources

Public Records Request Log

Thursday, May 2, 2024

Due Today:	0
Overdue:	0

Log No.	Time Logged	Status	Date Requested	By Whom	Subject	Date Complete or Due by	District Cost	Assigned to
24-033	1 hour 30Min	Complete	✓ Saturday, February 24, 2024	Wells, Kristie	<p>Please provide the exact total that will be paid to Maupin Cox & LeGoy for the investigation they conducted on an employee (reference engagement letters dating November 17, 2023, and December 18, 2023, that were posted in the PRR 24-2).</p> <p>I would like to know the exact amount billed and what is owed for the completion of this investigation.</p> <p>I would also like to know how many investigations have been requested by the BoT since June 2020.</p>	3/11/2024		Accounting/ Finance
24-034	45 Minutes	Complete	✓ Thursday, February 22, 2024	Katz, Aaron	<p>Erin Feore shared with me that there's an electronic form for an employee to request vacation time. And there's the same for his/her supervisor to approve. And that's what I want to examine. Tim Kelly's requests/approval by his superior(s)' approvals for vacation time/sick leave since July 1, 2022. And most specifically for last week and this week (Week ending on 02-17-2024). And if I haven't asked precisely for the records to examine which will result in what I want to examine, then you have a duty to help me frame my request accordingly. So hopefully my request is sufficient, but if it isn't... Sick days as well.</p> <p>I want to see documents evidencing all of Tim's vacation days and sick days since July 1, 2022</p>	2/29/2024		Human Resources
24-035	45 Minutes	Complete	✓ Tuesday, March 5, 2024	Craig, Morley	<p>I write to request access to and a copy of service contract for IVGID Household Hazardous waste and electronic waste collection and disposal services (along with vendor submittals to the proposal request) that covers your household hazardous waste service. If you do not have a current contract, please provide copies of invoices related to household hazardous waste service. Time frame requested is from current to previous 2 years. I, I will expect your response with five (5) business days. See Nev. Rev. Stat. Sec. 239.0107.</p> <p>Thank you for your assistance.</p>	3/12/2024		Public Works
24-036	45 Minutes	Complete	✓ Tuesday, March 5, 2024	Yadav, Kaja;	<p>I write to request access to and a copy of service contract for IVGID Household Hazardous waste and electronic waste collection and disposal services (along with vendor submittals to the proposal request) that covers your household hazardous waste service. If you do not have a current contract, please provide copies of invoices related to household hazardous waste service. Time frame requested is from current to previous 2 years. If your agency does not maintain these public records, please let me know who does and include the proper custodian's name and address.</p> <p>As provided by the open records law, I will expect your response with five (5) business days. See Nev. Rev. Stat. Sec. 239.0107</p>	3/12/2024		Public Works
24-037	1 Hour		✓ Friday, March 8, 2024	Wells, Kristie	<p>I would like to receive all emails sent to anyone by Trustee Sara Schmitz that contain the following words or phrases: Director of Parks and Recreation; Director of Administrative Services; Shelia Leijon; Susan Herron The time period would be from June 1, 2023 to present day, March 9, 2024.</p>	Partial/ in process		Clerk
24-038	10 Minutes	Complete	✓ Monday, March 11, 2024	McKowen, Patricia	<p>I am requesting a copy of Chris Nolet's resignation letter as the Chair of the Audit Committee.</p>	3/15/2024		Human Resources
24-039	15 Minutes	Complete	✓ Monday, March 11, 2024	Kern, Rick	<p>How can I get an update on the status of the IVGID bank reconciliations? I don't want to ambush anyone at the meeting, but I'd like to know if we are now reconciled through February 2024, and if not, thru what month are we reconciled, and the amounts of any outages/discrepancies.</p>	4/1/2024		Accounting/ Finance
24-040	3 Hours	Complete	✓ Tuesday, March 12, 2024	Terry, Erron	<p>Any and all emails from or to Shelia Leijon regarding IVCBA for the last 12 months.</p>	4/29/2024		General Governance

Public Records Request Log

Thursday, May 2, 2024

Due Today:	0
Overdue:	0

Log No.	Time Logged	Status	Date Requested	By Whom	Subject	Date Complete or Due by	District Cost	Assigned to
24-041	4 Hours 30 Minutes		✓ Thursday, March 14, 2024	Kahrs, Linda	I am making this PRR request for all emails to/from any employee or Trustee of the District from either Aaron Katz and/or Frank Wright for the period of 10/2023 to 03/2024 and I will accept these emails in batches by month i.e. October, November, December, etc. Thank you.	Partial/ in process		General Governance
24-042			✓ Friday, March 22, 2024	Wells, Kristie	I would like to know who, specifically, crafted the questions in the "Good Government" survey that was recently released: https://www.flashvote.com/ivgid-nv/surveys/good-government-03-24 Please provide all emails about developing this specific survey between any IVGID Board of Trustee, Kevin Lyons, or anyone associated with the FlashVote service. Specifically, which Trustees were involved in developing this survey, what questions did they submit for inclusion, and who approved the final version?	4/30/2024		General Governance
24-043	10 Minutes	Complete	✓ Tuesday, April 2, 2024	Dobler, Cliff	Please provide for my examination all documents delivered to the Nevada Department of Taxation regarding the IGVID June 30, 2023 financial statements which were determined by the Board of Trustees on March 28, 2023.	4/9/2024		Accounting/ Finance
24-044	0	Complete	✓ Tuesday, April 2, 2024	Dobler, Cliff	Please complete the public records request recently made. Please provide the transmittal letter to the Department of Taxation which was part of the 6-30-2023 financial statement documents submitted by IVGID which were approved by the Board of Trustees on March 28, 2024. The transmittal letter was not included in my previous public records request.	4/9/2024		Accounting/ Finance
24-045	0	Complete	✓ Tuesday, April 2, 2024	Dobler, Cliff	Please provide for my examination the Management Representation Letter submitted by IVGID management to Davis Farr, LLP regarding the fiscal June 30, 2023 financial statements	4/9/2024		Accounting/ Finance
24-046	4 Hours	Complete	✓ Thursday, April 4, 2024	Gumz, Joy	Please provide by email or the Nextrequest portal a copy of IVGID's AUDITORS' REPORT from fiscal year 1978 through fiscal year 1984: 1978, 1979, 1980, 1981, 1982, 1983, 1984. This AUDITORS REPORT included the audited financial statements and the Auditors' opinion, and is a permanent record per Nevada laws and regulations.	4/11/2024		Accounting/ Finance
24-047	1.5 Hours	Complete	✓ Sunday, April 7, 2024	Steinburg, Paul	any and all requests by anyone for any records concerning Paul Steinberg in any department or facility	4/30/2024		General Governance
24-048	30 Minutes	Complete	✓ Sunday, April 7, 2024	Steinburg, Paul	any and all inquiries, record request or action in which my name is included by and IVGID trustee or member of the IVGID staff including responses to such requests	4/30/2024		General Governance
24-049	15 Minutes	Complete	✓ Sunday, April 7, 2024	Dobler, Cliff	The letter from DAVIS FARR to IVGID is not what I asked for. I want the letter to DAVIS FARR from IVGID. the letter for several yeas is called; Management's representation letter to auditor. could I please obtain information which I requested	4/15/2024		Accounting/ Finance
24-050	30 Minutes	Complete	✓ Monday, April 8, 2024	Dobler, Cliff	Please provide for my examination the spreadsheets provided by Ms Nelson at the April 4, 2023 Investment Committee regarding carryover projects from fiscal 2024 to 2025. These spreadsheets were not part of the committee packet just posted up on zoom. In the future if supplemental items are presented at a meeting then would be appropriate to have them on the agenda. This would save time on requesting documents.	4/15/2024		Public Works

Public Records Request Log

Thursday, May 2, 2024

Due Today:	0
Overdue:	0

Log No.	Time Logged	Status	Date Requested	By Whom	Subject	Date Complete or Due by	District Cost	Assigned to
24-051	15 Minutes	Complete	Tuesday, April 16, 2024	Dobler, Cliff	Please provide for my examination the spreadsheet regarding estimated engineering man hours required to conduct capital projects for fiscal year 2025.. This spreadsheet was posted on the zoom meeting of April 4, 2024 and can be found as item E.2 and located at 28:00 minutes. It is inappropriate to exclude items provided to the Committee but not in the packets. These items should be posted as backup to the meeting even if received after the packet is released to the public. This has been done in the past. Please post the item.	4/16/2024		Public Works
24-052	5 Minutes	Complete	Thursday, April 18, 2024	Steinburg, Paul	Any and all records of insurance policies that cover the Incline Village Tennis & Pickleball Center. Is this policy separate or included with insurance of other sports and recreational facilities in Incline Village?	0425/2024		General Governance
24-053			Thursday, April 18, 2024	Steinburg, Paul	Who are the multiple sources that Trustee Schmitz refers to in her email to former GM Bandelin on January 2, 2024. In that email, she states that "I have been told my multiple sources that he stated he was GIVEN passes by Shelia."	4/25/2024		General Governance
24-054	5 Minutes	Complete	04/2382024	Wells, Kristie	Please provide a copy of the tentative 2024/2025 budget that I believe was filed with the State of Nevada on April 15, 2024.	4/30/2024		Accounting/ Finance
24-055	0	Complete	Wednesday, April 24, 2024	Dobler, Cliff	Please provide for my examination the IVGID Tentative Budget for fiscal year beginning July 1, 2024 to June 30, 2025. This document was sent to the Department of Taxation by IVGID employee Adam Cripps on or about April 15, 2024 and should be available.	5/2/2024		Accounting/ Finance
24-056	0	Complete	Monday, April 29, 2024	Katz, Aaron	Monday morning, April 29, 2024, at 10 A.M., I want to examine and receive copies of: 1. The District's tentative 2024-25 budget submitted by staff to the Dep't of Taxation ("NDOT"); 2. All District letters accompanying the tentative budget referenced in paragraph 1 above evidencing in part, the date and time when that tentative budget was submitted to the NDOT; 3. The District's BOT agenda seeking approval of the tentative budget referenced in paragraph 1 above; 4. The resolution adopted by the District's BOT approving the tentative budget referenced in paragraph 1 above; 5. Notice of the time and place of a public hearing on the tentative budget referenced in paragraph 1 above which was supposed to have been prepared and disseminated at the same time the District submitted that tentative budget to the NDOT. Please confirm to me ahead of time that said public records will in fact be available for my examination on the date and at the time referenced above. Let me remind you that NRS 239.010(1) instructs that "all public books and public records of a governmental entity must be open at all times during office hours to inspection by any person, and may be fully copied...from those public books and public records." That's why I intend to examine and receive the above-copies on the date and at the time referenced. Thank you for your cooperation. Aaron Katz	5/6/2024		Accounting/ Finance
24-057	0	No records Responsive to this Request	Monday, April 29, 2024	Katz, Aaron	Application for certificate of excellence in financial reporting submitted to the GFOA for the District's 2023 ACFR; The District's payment of the fee for the application reference above; Invoicing from the GFOA for the application referenced above; Any certificate of excellence issued by the GFOA to the District insofar as its 2023 ACFR is concerned.	5/6/2024		Accounting/ Finance

Public Records Request Log

Thursday, May 2, 2024

Due Today:	0
Overdue:	0

Log No.	Time Logged	Status	Date Requested	By Whom	Subject	Date Complete or Due by	District Cost	Assigned to
24-058	15 Minutes	Complete	✓ Monday, April 29, 2024	Katz, Aaron	Rather than forcing me to do a PRA request, can you please provide the following: 1. Job description Ass't Director of Finance; 2. Pay grade number for Ass't Director of Finance; 3. Current pay grade summary which depicts compensation ranges for each District pay grade; 4. Current base payment amount for current Ass't Director of Finance; 5. Job description Golf General Manager; 6. Pay grade number for Golf General Manager; 7. Current base payment amount for current Golf General Manager. If you/your colleagues are going to force me to make formal public record request for the above, please consider this e-mail that request.	5/6/2024		Human Resources
24-059	0	Withdrawn	✓ Tuesday, April 30, 2024	Ericson, Grace	The Tahoe Transportation District (TTD) is in the process of designing the SR28 Central Corridor Project located in Carson City and Washoe County from Thunderbird Lodge to Secret Harbor Parking Lot. This project will include approximately 1 mile of trail, parking improvements, transit improvements, pedestrian safety improvements, driveway and access improvements and highway improvements. This project is scheduled for construction in 2026. At this time, we are requesting Record Drawings for all improvements within the project limits as depicted on the enclosed map. Wood Rodgers, Inc. is under contract to the TTD to produce plans, specifications, and contract documents for the Project. Please provide us with your feedback on how the Project may impact your existing or planned future facilities. Any conflicting facilities within the project limits will require prior rights investigation and coordination to determine responsible party for relocation. If your company is interested in placing new facilities, repairing, or upgrading existing facilities, we encourage you to accomplish the work prior to construction of our project to avoid cuts into proposed improvements. We request that you coordinate with our project team to ensure any modified or relocated facilities are coordinated with our improvements to mitigate future conflicts. TTD can make arrangements with you to place utilities in conjunction with our project; if you are interested in making such arrangements, please contact us as soon as possible. ***Vicinity map is a supplemental document and will be provided once account is	5/7/2024		Public Works
24-060	5 Minutes	Complete	✓ Wednesday, May 1, 2024	Kelly, Deirdre	Seeking a copy the 3/21/2001 legal document that is available to the public titled, "District Beaches-Restrictive Deed Covenant"--Factual Review.	5/8/2024		

MEMORANDUM

TO: Board of Trustees

FROM: Interim Director of Public Works Kate Nelson

SUBJECT: Project Close Out Reports

DATE: May 8, 2024

M E M O R A N D U M

To: Board of Trustees

Through: Kate Nelson, P.E., Interim Public Works Director

From: Hudson Klein, P.E., Interim Engineering Manager

Date: April 30, 2024

Subject: PROJECT CLOSEOUT, CIP 2299WS1705, Crystal Peak Waterlines

The subject project has been completed and the Notice of Completion was recorded by the County on September 5, 2024 for the subject Project, CIP 2299WS1705, PWP WA-2023-032. It is now ready for project closeout.

Attached is the Project Closeout packet, consisting of two parts. Part 1 consists of project information for the record; Part 2 is the Financial Summary. All encumbrances should be reversed, all purchase orders closed, and the balance should be dispersed as indicated on the Financial Summary sheet.

PROJECT CLOSE-OUT

PART 1 - INFORMATION

1. **Project:** 2299WS1705, Crystal Peak Waterlines
2. **Original Scope:** Installation of approximately 2,280 LF of 8" DR-14 PVC or Class 350 DIP water main in Washoe Co. ROW. Connection to (E) 8" water main in Washoe Co. ROW. Re-connect existing domestic service lines. Construct three (3) new fire hydrant assemblies. Construct one (1) combination air valve. The Work also included: Abandonment of specified lines and valves, traffic control, maintain residential and business driveway access, erosion & sediment controls, pavement restoration, replacement of existing features, including vegetation, concrete, and other utilities removed and/or damaged by construction activity, acquisition of Washoe County street cut permits and all related appurtenances; compliance with County permit conditions and working within Right of Ways in Incline Village.
- 3a. **Contractor:** Burdick Excavating Co.
- 3b. **Subcontractors (Name and Type of Work):**
 - Colbre Grading and Paving, Asphalt Paving
 - Western Nevada Supply, Supplier, Pipe Materials
 - Intermountain Slurry Seal, Slurry Seal
4. **Inspection Services (Name/Address/Type of Work):** None
5. **Project Oversight:** Hudson Klein, P.E.
6. **Project Manager:** Randolph McLean
7. **Project Inspector/Engineer:**

Construction Materials Engineers, 300 Sierra Manor Drive, Suite 1, Reno NV 89511
Jordan Miller, Michael Hatridge, Nathan Burke and Allison Collette for bedding backfill inspections.
Ron Layton, Jordan Miller and Ron Layton for Paving Field Testing;
CME In-House asphalt hot mix analyses.
8. **Significant Deviations from Original Scope (What was Changed and Why):**

Added 30 days to completion date to accommodate delays in material availability resulting from Build America Buy America Act grant funding requirements.
9. **Critique:**
 - A. **What went particularly well? Why?**

This was a prevailing wage project (both State rates and Davis-Bacon); all reports – both contractor and subs - turned in on time, and all requirements of Apprenticeship Utilization Act were met.

B. What did not go well? Why?

The contractor dug through a gas service as SWG had not located the project area yet and the contractor opted to excavate without proper USA marking completed. Discovered a mislocated IVGID SS lateral, unmarked fiber-optic and one large boulder within the work zone.

The contractor's trailer was discovered to be within the NDOT clear zone on SR28 within the Preston Field parking area. This required a retrospective temporary occupancy permit.

C. What should be done differently in the future? Why?

Contractor trailer to be located out of NDOT ROW or apply for a NDOT temporary occupancy permit prior to mobilization to Preston parking area.

**PROJECT CLOSE-OUT
PART 2 - FINANCIAL SUMMARY**

CIP #2299WS1705

PROJECT NAME: Crystal Peak Waterlines

1	Original Budget	\$ 1,364,114.00
2	Budget Adjustments	\$ 204,528.00
3	Total Project Allocations (1+2, above)	\$ 1,568,642.00
4	Engineer's Estimate of Construction Cost	\$ 1,200,000.00
5a	Construction Contract Award Amount	\$ 1,111,111.00
5b	Total of Construction Contract Change Orders	\$ 21,020.81
5c	Amount left in the Construction Contract after Notice of Completion	\$ -
5d	Total Cost of Construction Contract (5a+5b, less 5c, above)	\$ 1,132,131.81
6a	Consultant Contract Amounts	\$ 86,700.00
6b	Total of Consultant Contract Amendments	\$ 1,949.00
6c	Unused Amount Remaining in Consultant Contracts	\$ 8,085.00
6e	Total of Consultant Contracts	\$ 80,564.00
7	Staff Time	\$ 44,778.00
8	Total Project Cost: (5d+6e+7)	\$ 1,257,473.81
9	Fund Transfers and Reimbursements	\$ -
10	Unexpended Balance	\$ 311,168.19

M E M O R A N D U M

To: Board of Trustees

Through: Kate Nelson, P.E., Interim Public Works Director

From: Bree Waters, District Project Manager

Date: April 30, 2024

Subject: PROJECT CLOSEOUT - CIP 3453BD1806, Base Lodge Walk-In Cooler & Food Prep Reconfiguration

The subject project has been completed and the Notice of Completion was recorded with the County Recorder on February 29, 2024 for the Diamond Peak Base Lodge Walk-In Cooler & Food Prep Reconfiguration Project, FY 2023/24 CIP 3453BD1896. It is now ready for project closeout.

Attached is the Project Closeout packet, consisting of two parts. Part 1 consists of project information for the record; Part 2 is the Financial Summary. All encumbrances may be reversed, all purchase orders closed, and the balance should be dispersed as indicated on the Financial Summary sheet.

PROJECT CLOSE-OUT

PART 1 - INFORMATION

1. **Project:** CIP 3453BD1806, Base Lodge Walk-In Cooler & Food Prep Reconfiguration
2. **Brief Description of Original Scope:** This was a Design-Build project for the final design and construction services for a 4,650 ± SF remodel of the existing Base Lodge Kitchen facility at the Diamond Peak Ski Resort.
- 3a. **Contractor:** Brycon Corporation
- 3b. **Subcontractors (Name and Type of Work):**
 - Delta Fire Systems, fire sprinklers
 - High Desert Surface Prep, epoxy flooring
 - Mesa Energy Systems, refrigeration
 - Morgan Construction, Inc., concrete
 - R&J Painting, LLC, epoxy flooring
4. **Inspection Services (Name/Address/Type of Work):** None
5. **Project Oversight:** Bree Waters and Hudson Klein, P.E.
6. **Project Manager:** Bree Waters
7. **Project Inspector/Engineer:** Bree Waters
8. **Significant Deviations from Original Scope:**
 - The project required removal of a load-bearing wall to improve workflow and path of travel between the food prep area and the dry storage area. This required a structural engineer to design the new opening due to the load-bearing requirement.
 - The kitchen equipment had not been included in the contractor's GMP. Negotiations caused IVGID and the contractor to split the cost, 23% and 77%, respectively.
9. **Critique:**
 - A. **What went particularly well? Why?**

The full project scope and more was accomplished on time and to an expected high quality; this was despite issues highlighted in Item 9.B below.

The working relationship with Brycon management and site staff was notable. The initial project kickoff was problematic due to miscommunication (highlighted in 9.B. below) and the working relationship kept everything on track and on schedule.

B. What did not go well? Why?

The initial kitchen equipment purchase was left off the project budget as IVGID Staff believed Brycon was carrying the cost and, likewise, Brycon believed IVGID was carrying the purchase cost. This caused a budget strain before any work was completed. As above, the collaborative nature of the working relationship resulted in a win-win solution whereby Brycon forfeit certain contingency money and profit margin.

The flooring subcontractor repeatedly delivered a sub-par/unacceptable floor finish that had to be removed/replaced several times.

C. What could have been done differently? Why?

The kitchen equipment inclusion should have been clearly itemized in the project documents. The manner in which the kitchen equipment was addressed was clearly ambiguous and, therefore, an example of an opportunity for marked improvement in a similarly scoped project.

**PROJECT CLOSE-OUT
PART 2 - FINANCIAL SUMMARY**

CIP #3453BD1806

PROJECT NAME: Base Lodge Walk-In Cooler & Food Prep Reconfiguration

1	Original Budget**	\$ 905,603.00
2	Budget Adjustments	\$ -
3	Total Project Allocations (1+2, above)	\$ 905,603.00
4	Engineer's Estimate of Construction Cost	\$ 584,259.00
5a	Construction Contract Award Amount (GMP 1 , including 10% contingency)	\$ 516,390.00
5b	Total of Construction Contract Change Orders	\$ 310,177.16
5c	Amount left in the Construction Contract after Notice of Completion	\$ -
5d	Total Cost of Construction Contract (5a+5b, less 5c, above)	\$ 826,567.16
6a	Consultant Contract Amounts	\$ 8,000.00
6b	Total of Consultant Contract Amendments	\$ -
6c	Unused Amount Remaining in Consultant Contracts	\$ -
6e	Total of Consultant Contracts	\$ 8,000.00
7a	Additional Non-Contract Expenditures	\$ 450.00
7b	Staff Time	\$ 55,517.00
8	Total Project Cost: (5d+6e+7a+7b)	\$ 890,534.16
9	Fund Transfers and Reimbursements	\$ -
10	Unexpended Balance	\$ 15,068.84

** - Budget figure includes carry forward and allocated FY24 funds

M E M O R A N D U M

To: Board of Trustees

Through: Kate Nelson, P.E., Interim Public Works Director

From: Hudson Klein, Principal Engineer/Interim Engineering Manager

Date: April 30, 2024

Subject: PROJECT CLOSEOUT, CIP 2599SS1103, Wetlands Effluent Disposal Facility Improvements

The subject project was awarded by the Board at their April 12, 2023 meeting, work began in mid-September, 2023, was completed on November 3, 2023 and the Notice of Completion was filed with the Douglas County Recorder on November 14, 2023. This project is now ready for closeout.

Attached is the Project Closeout packet, consisting of two parts. Part 1 consists of project information for the record; Part 2 is the Financial Summary. All encumbrances should be reversed, all purchase orders closed, and the balance should be dispersed as indicated on the Financial Summary sheet.

PROJECT CLOSE-OUT

PART 1 - INFORMATION

1. **Project:** CIP 2599SS1103, Wetlands Effluent Disposal Facility Improvements
2. **Brief Description of Original Scope:** The District owns and maintains 900 acres of land in Douglas County for the disposal of WRRF effluent, at the discharge of the effluent export pipeline. The levees and roadways needed to be maintained and resurfaced due to years of wear and tear as well as sub-grade subsidence. With the continued subsidence along levees and roadways, staff was installing barriers in the levees and roadways to reduce and/or eliminate the short circuiting of underground water between cells. With the facility being 39 years old, there were infrastructure improvements that needed to be addressed in order to keep the facility in good working order including vegetation control, and flow control gates.
- 3a. **Contractor:** McCuen Construction, Inc.
- 3b. **Subcontractors (Name and Type of Work):**
Cinderlite Trucking Corporation – Aggregate & Trucking
4. **Inspection Services (Name/Address/Type of Work):**
None.
5. **Project Oversight:** Jim Youngblood
6. **Project Manager:** Hudson Klein
7. **Project Inspector/Engineer:** Randolph McLean
8. **Significant Deviations from Original Scope (What was Changed and Why):**
This work was originally bid on September 23, 2021. However, bids were rejected as the wetlands were too wet and it became unsafe to perform the work that fall when an early winter storm rolled in, effectively ending construction season.

The work was rebid in 2023 and four bids were received on March 23, 2023, with McCuen Construction the low bidder.
9. **Critique:**
 - A. **What went particularly well? Why?**
The working relationship with McCuen was very efficient and effective following changes to the design required to suit the ground conditions observed at time of pre-construction meeting. Overall, the project goals were met through a collaborative process between IVGID Staff and McCuen staff.

B. What did not go well? Why?

The borrow pit identified as the project fill material was too saturated for use on the project, even at the end of the summer season. This was primarily due to internal wetland valving that directs water to the borrow pit in certain circumstances. The valves were not adjusted early enough to allow the borrow pit to dry out in time for project execution.

C. What should be done differently in the future? Why?

As in Item 9.B. above, the borrow pit valves will need to be closed - with water diverted elsewhere in the wetlands - in a more timely manner to allow sufficient dry time. Additional existing condition site survey may also be useful for continued analysis of the hydraulic function of the wetland facility, however, this can be limited to project specific, design-phase timeframes.

**PROJECT CLOSE-OUT
PART 2 - FINANCIAL SUMMARY**

CIP #2599SS1103

PROJECT NAME: Wetlands Effluent Disposal Facility Improvements

1	Original Budget **	\$ 430,040.00
2	Budget Adjustments	\$ -
3	Total Project Allocations (1+2, above)	\$ 430,040.00
4	Engineer's Estimate of Construction Cost	\$ 175,000.00
5a	Construction Contract Award Amount	\$ 200,524.05
5b	Total of Construction Contract Change Orders	\$ (231.67)
5c	Amount left in the Construction Contract after Notice of Completion	\$ -
5d	Total Cost of Construction Contract (5a+5b, less 5c, above)	\$ 200,292.38
6a	Consultant Contract Amounts	\$ -
6b	Total of Consultant Contract Amendments	\$ -
6c	Unused Amount Remaining in Consultant Contracts	\$ -
6e	Total of Consultant Contracts	\$ -
7a	Additional Non-Contract Expenditures	\$ 277.88
7b	Staff Time	\$ 41,164.75
8	Total Project Cost: (5d+6e+7)	\$ 241,735.01
9	Fund Transfers and Reimbursements	\$ -
10	Unexpended Balance	\$ 188,304.99



TREASURER'S REPORT

MARCH 2024

Incline Village General Improvement District

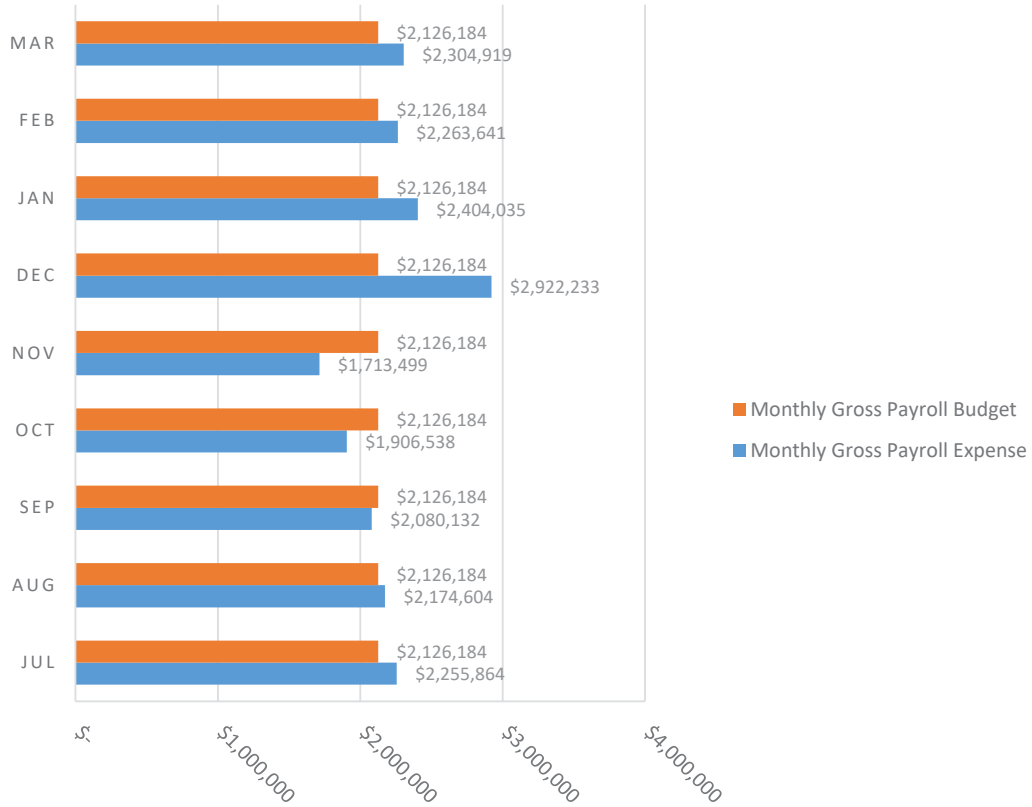
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Debt Service	7
Cost Centers	8
Appendix A – Disbursements Greater Than \$50,000	10
Appendix B – Check Register	12
Appendix C – Procurement Card Transactions	18

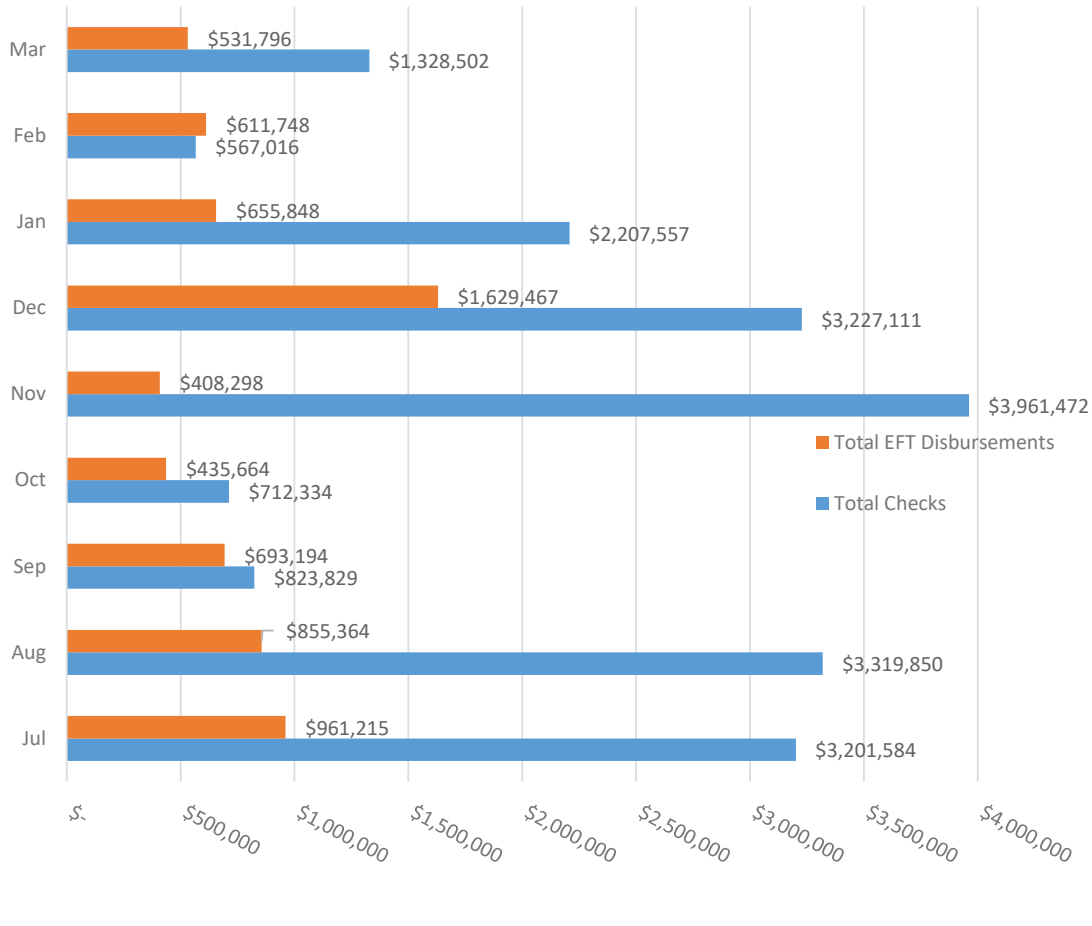
*NOTE: Financial records are not yet closed for the months of July 2023 – March 2024.
Reports are subject to change as additional information is available and updated.*



Gross Payroll Expenses

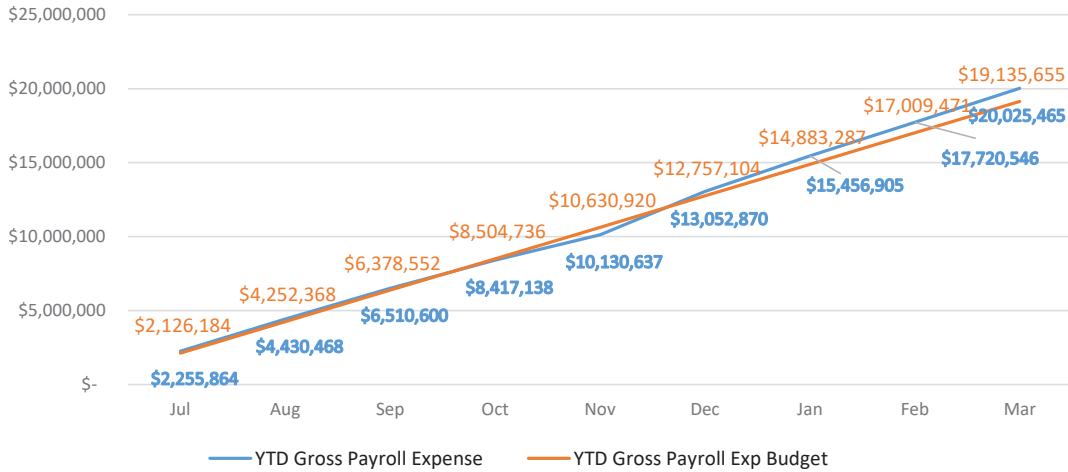


Accounts Payable Expenses

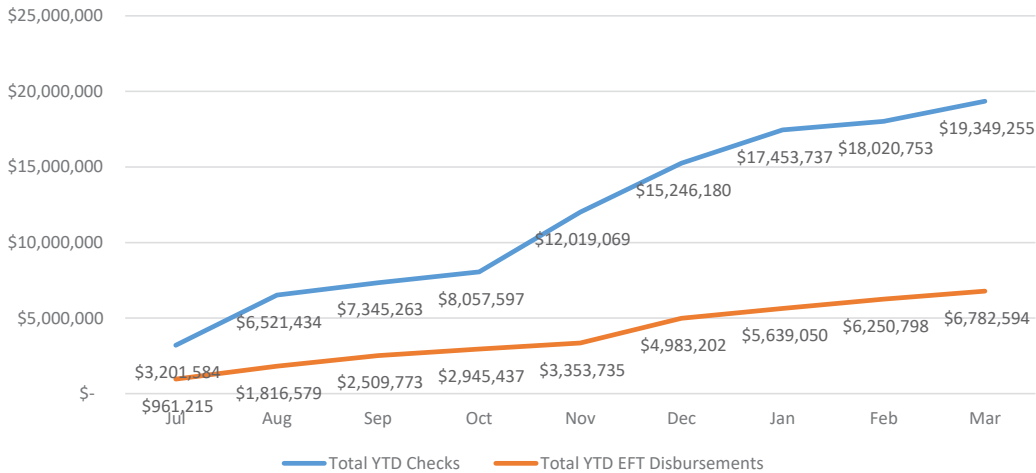


Total March Gross Payroll Expenses	\$ 2,304,919
Total March AP EFT Disbursements	\$ 531,796
Total March AP Checks	\$ 1,328,502
Total March Payroll and Accounts Payable	\$ 4,165,217

YTD Gross Payroll Expenses

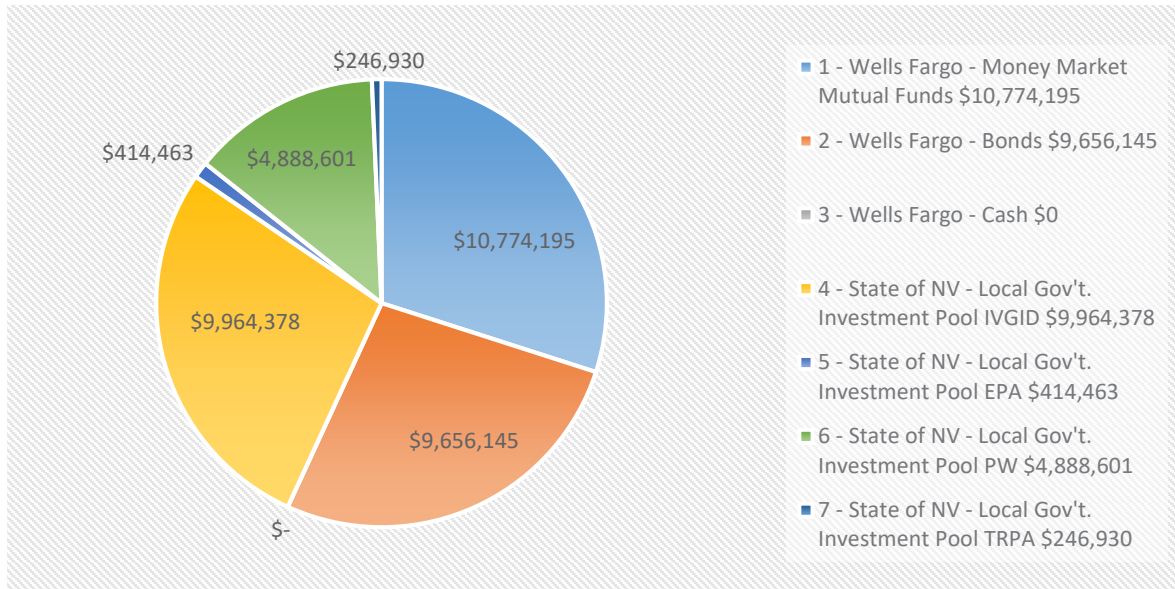


YTD Accounts Payable Expenses



Total YTD Gross Payroll Expenses	\$ 20,025,465
Total YTD AP Checks	\$ 19,349,255
Total YTD AP EFT Disbursements	\$ 6,782,594
Total YTD Payroll and Accounts Payable	\$ 46,157,314

Total Investments



Total Market Value of Investments \$ 39,944,712
 Total Monthly Change in Value of Investments \$ 129,678
 Total Monthly Change Due to Withdrawals for Debt Svc \$ (2,189)

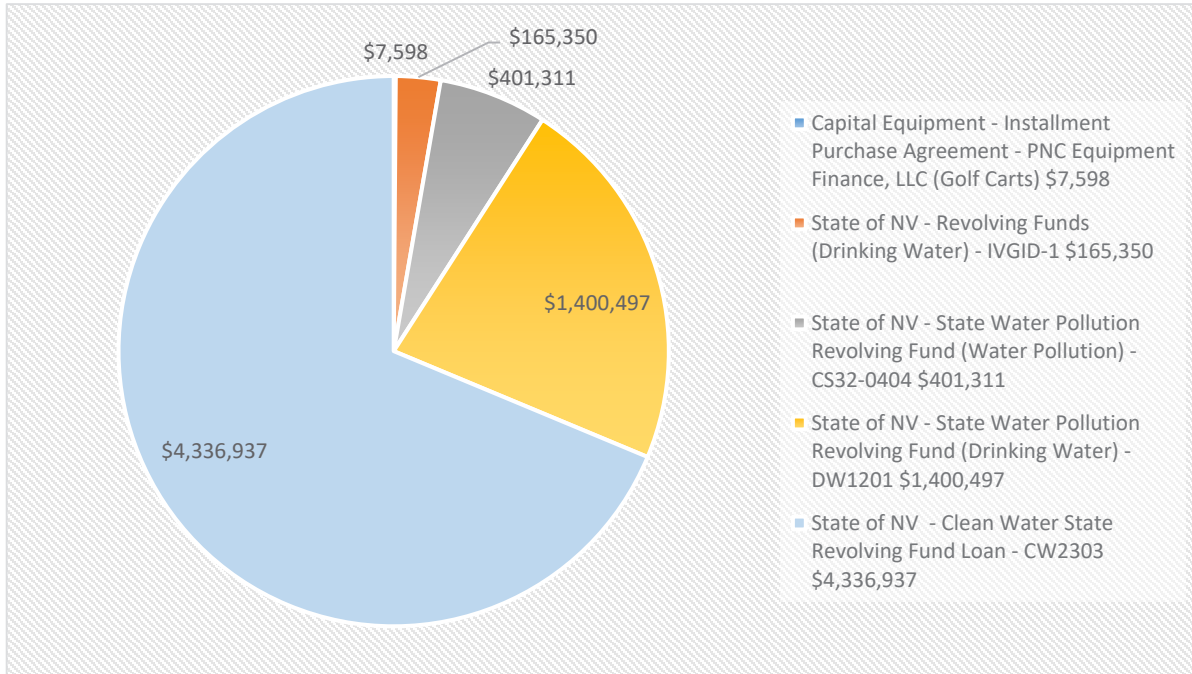
Wells Fargo Account



Wells Fargo Bank, NA	Balance	Net Monthly Dividends
Operating Checking	\$ 12,015,963	\$ 51,764
Portion owed to Vets Club	31,393	\$ -
Portion owed to TWSA	215,056	\$ -
Total Wells Fargo Operating Account	12,262,412	\$ 51,764
Flexible Spending Account	1,836	\$ -
Payroll Account (this is a sweep account)	-	\$ -
St. Mary's Health Reimbursement Account	75,298	\$ -
Totals	\$ 12,339,546	\$ 51,764

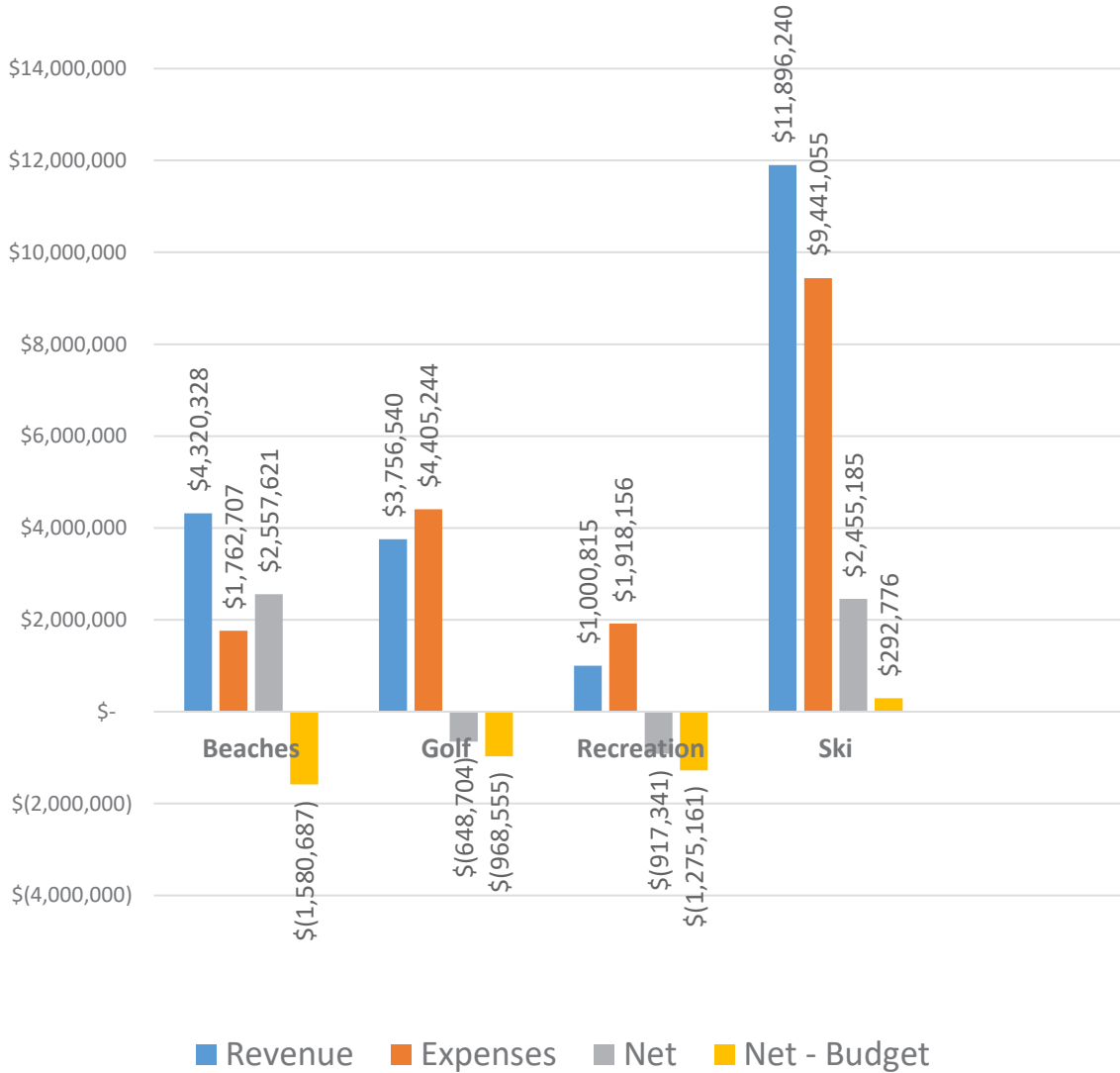
Total Earnings and Change in Market Value \$ 129,678
 Total Monthly Dividends \$ 51,764
Total Monthly Change in Value and Dividends \$ 181,442

Debt Service



Debt Service	Maturity Date	Outstanding Debt	Monthly Interest Expense	Next Debt Payment Date	Next Debt Payment Amount
Capital Equipment - Installment Purchase Agreement - PNC Equipment Finance, LLC (Golf Carts) \$7,598	6/30/2024	\$ 7,598	\$ 156	4/1/2024	\$ 2,533
State of NV - Revolving Funds (Drinking Water) - IVGID-1 \$165,350	7/1/2025	\$ 165,350	\$ 425	7/1/2024	\$ 56,824
State of NV - State Water Pollution Revolving Fund (Water Pollution) - CS32-0404 \$401,311	1/1/2026	\$ 401,311	\$ 911	7/1/2024	\$ 103,768
State of NV - State Water Pollution Revolving Fund (Drinking Water) -DW1201 \$1,400,497	1/1/2032	\$ 1,400,497	\$ 2,789	7/1/2024	\$ 96,686
State of NV - Clean Water State Revolving Fund Loan - CW2303 \$4,336,937	1/1/2053	\$ 4,336,937	2.19%	TBD	TBD
TOTALS		\$ 6,311,693			

Cost Center YTD Revenues vs. YTD Expenses



Cost Center	YTD Revenues	YTD Expenses	Net	YTD Net Annualized Budget
Beaches	\$ 4,320,328	\$ 1,762,707	\$ 2,557,621	\$ (1,580,687)
Golf	\$ 3,756,540	\$ 4,405,244	\$ (648,704)	\$ (968,555)
Recreation	\$ 1,000,815	\$ 1,918,156	\$ (917,341)	\$ (1,275,161)
Ski	\$ 11,896,240	\$ 9,441,055	\$ 2,455,185	\$ 292,776
TOTALS	\$ 20,973,923	\$ 17,527,162	\$ 3,446,761	\$ (3,531,627)

YTD Net Annualized Budget amount is annual budget divided by 12 times 8 (9 months July - March)

Breakdown of Expenditures



Cost Center	YTD Sal & Benefits	YTD Operating Exp.	YTD Capital Expenditures	YTD Total Expenditures
Beaches	\$ 1,148,357	\$ 540,390	\$ 73,961	\$ 1,762,708
Golf	\$ 2,196,403	\$ 1,539,849	\$ 668,991	\$ 4,405,243
Recreation	\$ 1,349,355	\$ 567,357	\$ 1,444	\$ 1,918,156
Ski	\$ 4,322,840	\$ 3,224,914	\$ 1,893,301	\$ 9,441,055
TOTALS	\$ 9,016,955	\$ 5,872,510	\$ 2,637,697	\$ 17,527,162



APPENDIX A

DISBURSEMENTS
GREATER THAN \$50,000

Disbursements Greater Than \$50,000

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT
8677	03/14/2024	EFT	EXL Media	68,433.92
8710	03/21/2024	EFT	Tyler Technologies Inc	136,578.00
11822012	03/12/2024	PRINTED	Kassbohrer All Terrain Vehicles, Inc.	520,000.00
11822050	03/14/2024	PRINTED	North Lake Tahoe Fire Protection District	67,702.17
11822070	03/19/2024	PRINTED	NV Energy	71,277.26
11822097	03/26/2024	PRINTED	SHI International Corp.	100,455.72
11822071	03/19/2024	PRINTED	Washoe County CSD	62,425.00

APPENDIX B

CHECK REGISTER

Check Register

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT
8727	03/28/2024	EFT	A.D. Williams Turf Sprayers	1,219.94
8702	03/21/2024	EFT	Active Network, LLC	6,050.00
8660	03/12/2024	EFT	Airgas Inc	9.94
8685	03/19/2024	EFT	Airgas Inc	624.89
8728	03/28/2024	EFT	Airgas Inc	158.63
8625	03/05/2024	EFT	Airgas National Carbonation	262.86
8626	03/05/2024	EFT	Alert Media, Inc	4,582.80
8686	03/19/2024	EFT	Alpine Smith, Inc	916.83
8712	03/26/2024	EFT	Alpine Smith, Inc	91.95
8729	03/28/2024	EFT	Alpine Smith, Inc	1,342.36
8645	03/07/2024	EFT	ALSCO	829.14
8687	03/19/2024	EFT	ALSCO	375.66
8713	03/26/2024	EFT	ALSCO	780.32
8646	03/07/2024	EFT	Amazon Capital Services, INC	304.28
8661	03/12/2024	EFT	Amazon Capital Services, INC	1,210.98
8669	03/14/2024	EFT	Amazon Capital Services, INC	3,091.32
8670	03/14/2024	EFT	Amer Sports Winter & Outdoor Company	5,741.11
8730	03/28/2024	EFT	Amer Sports Winter & Outdoor Company	17,190.00
8671	03/14/2024	EFT	Andrew Morris	100.00
8655	03/07/2024	EFT	Armand Agra, Inc. and Subsidiaries	3,830.12
8695	03/19/2024	EFT	Armand Agra, Inc. and Subsidiaries	5,867.33
8703	03/21/2024	EFT	Baker Tilly US, LLP	20,090.00
8672	03/14/2024	EFT	BAVS SM-LLC	3,392.00
8715	03/26/2024	EFT	BAVS SM-LLC	1,708.00
8673	03/14/2024	EFT	Bell Photographers INC	536.00
8627	03/05/2024	EFT	Bently Family LLC	376.74
8704	03/21/2024	EFT	Bently Family LLC	370.39
8628	03/05/2024	EFT	Building Control Services, Inc.	5,715.13
8731	03/28/2024	EFT	Building Control Services, Inc.	1,295.00
8662	03/12/2024	EFT	Capital Beverages, Inc.	5,003.22
8688	03/19/2024	EFT	Capital Beverages, Inc.	1,209.84
8629	03/05/2024	EFT	Cashman Equipment Company	919.30
8630	03/05/2024	EFT	CC Cleaning Service, LLC	5,800.00
8732	03/28/2024	EFT	CC Cleaning Service, LLC	10,005.00
8674	03/14/2024	EFT	Charter Communications Holdings,LLC	361.24
8705	03/21/2024	EFT	Charter Communications Holdings,LLC	458.61
8716	03/26/2024	EFT	Cozzini Bros. Inc	96.00
8647	03/07/2024	EFT	DataPrint Services, LLC	1,874.36
8676	03/14/2024	EFT	David D. Tavener/dba: Jacked Up Lake Tahoe	600.00
8648	03/07/2024	EFT	Dell Marketing LP C/O Dell USA L.P.	348.78
8649	03/07/2024	EFT	DOWL, LLC	2,175.00
8663	03/12/2024	EFT	DOWL, LLC	7,427.50
8631	03/05/2024	EFT	EXL Media	6,336.20
8677	03/14/2024	EFT	EXL Media	68,433.92
8632	03/05/2024	EFT	Fall Line Corp	867.00
8664	03/12/2024	EFT	Farmer Bros. Co	644.85
8717	03/26/2024	EFT	Farmer Bros. Co	2,439.03
8636	03/05/2024	EFT	Fire Protection Service Corp	130.08
8651	03/07/2024	EFT	Fire Protection Service Corp	435.96
8689	03/19/2024	EFT	First Choice Services	35.00
8650	03/07/2024	EFT	Fitguard, Inc.	842.80
8733	03/28/2024	EFT	Frontier Communications Holdings LLC	89.50
8726	03/26/2024	EFT	GCP WW Holdco LLC	630.00
8678	03/14/2024	EFT	Glovelt, LLC	1,444.32
8734	03/28/2024	EFT	Halo Branded Solutions, INC	6,191.31
8633	03/05/2024	EFT	Harvey Johnson	612.70
8690	03/19/2024	EFT	Hunter Curtis Platte	300.00
8735	03/28/2024	EFT	Hunter Curtis Platte	350.00

Check Register, continued

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT
8707	03/21/2024	EFT	Incline Village Chevron Auto Care & Tire Center	100.49
8634	03/05/2024	EFT	KPS3	6,650.50
8635	03/05/2024	EFT	L&C Cook Specialty Foods, Inc.	6,909.44
8679	03/14/2024	EFT	L&C Cook Specialty Foods, Inc.	1,269.20
8708	03/21/2024	EFT	L&C Cook Specialty Foods, Inc.	1,446.55
8736	03/28/2024	EFT	L&C Cook Specialty Foods, Inc.	1,447.99
8737	03/28/2024	EFT	L&M Distribution, Inc.	4,952.49
8692	03/19/2024	EFT	Marcus G. Faust, Professional Corporation	16,761.00
8700	03/19/2024	EFT	Mary Emkjer	538.00
8680	03/14/2024	EFT	Matheson Tri-Gas, Inc	164.59
8738	03/28/2024	EFT	Mission Communications, LLC	742.80
8652	03/07/2024	EFT	MR Copy Inc	495.93
8653	03/07/2024	EFT	New West Distributing, Inc.	7,767.05
8718	03/26/2024	EFT	New West Distributing, Inc.	1,264.40
8654	03/07/2024	EFT	NorMed	821.33
8694	03/19/2024	EFT	Northern Nevada ATV & Cycles, Inc.	1,726.57
8693	03/19/2024	EFT	PNC Bank, National Association DBA PNC Equipment F	2,533.44
8739	03/28/2024	EFT	Quadient Leasing USA, Inc	69.15
8740	03/28/2024	EFT	Reno-Tahoe Airport Authority	48.00
8675	03/14/2024	EFT	Richard Clark	1,500.00
8714	03/26/2024	EFT	Sammie Santiago	6,950.00
8637	03/05/2024	EFT	Shafer Equipment Company Inc.	280.21
8665	03/12/2024	EFT	Shannon Marie Salsby	47.00
8691	03/19/2024	EFT	Shannon Marie Salsby	31.50
8638	03/05/2024	EFT	Shaun Riley	255.20
8709	03/21/2024	EFT	Sierra Electronics	2,827.12
8656	03/07/2024	EFT	Silipint Partners LL	1,950.00
8639	03/05/2024	EFT	Silver State International	830.83
8681	03/14/2024	EFT	Silver State International	294.95
8719	03/26/2024	EFT	Silver State International	1,500.93
8657	03/07/2024	EFT	Solenis LLC	5,633.40
8640	03/05/2024	EFT	Southern Tire Mart LLC	2,146.30
8696	03/19/2024	EFT	Speedo USA Inc.	765.48
8682	03/14/2024	EFT	Sterling Valley Systems Dba:Inntopia	1,774.00
8658	03/07/2024	EFT	Swire Pacific Holdings, Inc.	99.30
8666	03/12/2024	EFT	Swire Pacific Holdings, Inc.	2,485.80
8697	03/19/2024	EFT	Swire Pacific Holdings, Inc.	1,591.88
8741	03/28/2024	EFT	Swire Pacific Holdings, Inc.	1,580.78
8698	03/19/2024	EFT	Sysco Food Services of Sacramento	4,557.01
8667	03/12/2024	EFT	Tahoe Supply Company LLC	388.21
8699	03/19/2024	EFT	Tahoe Supply Company LLC	744.35
8720	03/26/2024	EFT	Tahoe Supply Company LLC	61.27
8742	03/28/2024	EFT	Tahoe Supply Company LLC	585.75
8641	03/05/2024	EFT	Technical Equipment Cleaners	115.00
8668	03/12/2024	EFT	Thomas Petroleum, LLC	12,600.30
8721	03/26/2024	EFT	Thomas Petroleum, LLC	14,165.16
8710	03/21/2024	EFT	Tyler Technologies Inc	136,578.00
8706	03/21/2024	EFT	Umberto Nolan Shelton Umana	1,012.50
8743	03/28/2024	EFT	United Site Services of Nevada, Inc.	5,453.16
8711	03/21/2024	EFT	Univar Solutions USA Inc. DBA Univar USA Inc.	12,699.30
8642	03/05/2024	EFT	US Foodservice, Inc.	564.77
8659	03/07/2024	EFT	US Foodservice, Inc.	13,366.85
8683	03/14/2024	EFT	US Foodservice, Inc.	3,982.52
8701	03/19/2024	EFT	US Foodservice, Inc.	18,043.65
8744	03/28/2024	EFT	Vantage Custom Classics	1,560.11
8722	03/26/2024	EFT	VERDEK LLC	345.00
8643	03/05/2024	EFT	WageWorks, INC	313.15
8684	03/14/2024	EFT	WageWorks, INC	1,366.01

Check Register, continued

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT
8723	03/26/2024	EFT	WageWorks, INC	422.58
8644	03/05/2024	EFT	Western Environmental Laboratory	330.45
8724	03/26/2024	EFT	Western Environmental Laboratory	117.00
8725	03/26/2024	EFT	Wintersteiger, Inc.	45.19
Total EFT				531,796.13
11822064	03/19/2024	PRINTED	Air Products and Chemicals, Inc	3,367.52
11822101	03/28/2024	PRINTED	Alpine Septic and Plumbing, Inc.	300.00
11822002	03/12/2024	PRINTED	Ananth Natarajan	200.00
11822072	03/21/2024	PRINTED	AT&T	2,468.99
11822102	03/28/2024	PRINTED	AT&T	25,061.96
11822103	03/28/2024	PRINTED	AT&T	1,739.86
11822037	03/14/2024	PRINTED	AT&T (U-Verse)	138.55
11822039	03/14/2024	PRINTED	Badger Meter, Inc.	1,285.48
11822040	03/14/2024	PRINTED	Barbara C. Kallestad	30.00
11822065	03/19/2024	PRINTED	BoardTronics, Inc.	633.57
11821963	03/05/2024	PRINTED	Bryan Kambitsch	40.00
11822086	03/26/2024	PRINTED	Bushwhackers Tree Service, Inc	14,710.00
11821998	03/07/2024	PRINTED	CA State Disbursement Unit	319.38
11822104	03/28/2024	PRINTED	CA State Disbursement Unit	399.23
11822003	03/12/2024	PRINTED	Caden Hansen	8.64
11822087	03/26/2024	PRINTED	California Ski Industry Assoc (CSIA)	973.86
11822041	03/14/2024	PRINTED	Callaway Golf/dba Ogio	247.71
11822066	03/19/2024	PRINTED	Carl Stump	240.00
11821964	03/05/2024	PRINTED	Cinderlite Trucking Corp	115.81
11822004	03/12/2024	PRINTED	Cinderlite Trucking Corp	113.41
11822088	03/26/2024	PRINTED	Cinderlite Trucking Corp	210.97
11822005	03/12/2024	PRINTED	Clean Earth Environmental Solutions, Inc	988.42
11822105	03/28/2024	PRINTED	Cobra PUMA Golf, INC	229.73
11822042	03/14/2024	PRINTED	Cutter & Buck, Inc.	1,879.56
11821989	03/07/2024	PRINTED	Data West, A Div of Harris Systems USA	661.10
11822073	03/21/2024	PRINTED	Dion Russell	106.95
11822089	03/26/2024	PRINTED	DirectTV, Inc.	295.12
11822043	03/14/2024	PRINTED	Donald Ross Sportswear	2,707.96
11822106	03/28/2024	PRINTED	Dorfman-Pacific Co.,Inc.	360.28
11821965	03/05/2024	PRINTED	Eco-Chek Compliance LLC	499.00
11821966	03/05/2024	PRINTED	Ecolab Inc.	17.49
11821967	03/05/2024	PRINTED	Ecolab Inc.	17.49
11821968	03/05/2024	PRINTED	Ecolab Inc.	507.23
11821969	03/05/2024	PRINTED	Ecolab Inc.	134.69
11821991	03/07/2024	PRINTED	Eric Freistroffer	100.00
11821970	03/05/2024	PRINTED	F.W. Carson Co.	1,031.91
11822085	03/26/2024	PRINTED	Fairways & Greens Golf Accessories Inc	1,377.80
11821971	03/05/2024	PRINTED	Fast Glass	125.00
11822068	03/19/2024	PRINTED	Fast Glass	125.00
11821972	03/05/2024	PRINTED	FedEx	140.11
11822090	03/26/2024	PRINTED	FedEx Freight	177.00
11822091	03/26/2024	PRINTED	Flyers Energy LLC	20,645.30
11822006	03/12/2024	PRINTED	Friends of Ski Run	2,500.00
11822117	03/28/2024	PRINTED	Gannett Nevada-Utah LocalIQ	12.09
11822107	03/28/2024	PRINTED	Gierlich-Mitchell, INC	5,617.21
11821973	03/05/2024	PRINTED	Grainger, Inc.	304.18
11821992	03/07/2024	PRINTED	Grainger, Inc.	992.76
11822044	03/14/2024	PRINTED	Grainger, Inc.	532.79
11822074	03/21/2024	PRINTED	Grainger, Inc.	5,081.92
11822092	03/26/2024	PRINTED	Grainger, Inc.	732.43
11822108	03/28/2024	PRINTED	Grainger, Inc.	4,361.05

Check Register, continued

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT
11822007	03/12/2024	PRINTED	Granite Construction Company	35,188.76
11822109	03/28/2024	PRINTED	Hach Co.	1,040.38
11822110	03/28/2024	PRINTED	Hage Financial Services, INC	6,529.00
11822008	03/12/2024	PRINTED	High Sierra Elevator Inspections	487.50
11822045	03/14/2024	PRINTED	High Sierra Patrol, Inc.	2,547.08
11822009	03/12/2024	PRINTED	Hill Brothers Chemical Company	10,919.31
11822046	03/14/2024	PRINTED	Incline Tahoe Glass	141.39
11822047	03/14/2024	PRINTED	Inland Supply Co Inc	615.20
11822010	03/12/2024	PRINTED	Jason Patterson	159.98
11822111	03/28/2024	PRINTED	Jason Patterson	40.00
11821974	03/05/2024	PRINTED	Jeffrey Baughman	7.71
11822112	03/28/2024	PRINTED	Johnnie-O, Inc	2,630.15
11822011	03/12/2024	PRINTED	Joseph Scott	250.00
11822012	03/12/2024	PRINTED	Kassbohrer All Terrain Vehicles, Inc.	520,000.00
11822075	03/21/2024	PRINTED	Kassbohrer All Terrain Vehicles, Inc.	6,684.43
11822093	03/26/2024	PRINTED	Katie Senft	120.00
11822013	03/12/2024	PRINTED	Lee Joseph, Inc.	3,148.45
11821975	03/05/2024	PRINTED	Loomis Holding US, Inc.	1,015.55
11822113	03/28/2024	PRINTED	Lucky in Love	4,442.50
11822069	03/19/2024	PRINTED	Maupin, Cox & Legoy	21,985.00
11821976	03/05/2024	PRINTED	MND America Corp	514.58
11821977	03/05/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	4,791.02
11821993	03/07/2024	PRINTED	NCGA	276.00
11822114	03/28/2024	PRINTED	Nevada State Treasurer's Office	24.00
11822014	03/12/2024	PRINTED	North Lake Tahoe Fire Protection District	6,169.09
11822049	03/14/2024	PRINTED	North Lake Tahoe Fire Protection District	9,649.62
11822050	03/14/2024	PRINTED	North Lake Tahoe Fire Protection District	67,702.17
11822051	03/14/2024	PRINTED	North Lake Tahoe Fire Protection District	27,000.36
11822052	03/14/2024	PRINTED	Northern Nevada Public Health	400.00
11822053	03/14/2024	PRINTED	Northern Nevada Public Health	574.00
11822054	03/14/2024	PRINTED	Northern Nevada Public Health	574.00
11822055	03/14/2024	PRINTED	Northern Nevada Public Health	574.00
11822056	03/14/2024	PRINTED	Northern Nevada Public Health	574.00
11822070	03/19/2024	PRINTED	NV Energy	71,277.26
11822077	03/21/2024	PRINTED	NV Energy	31,173.57
11822094	03/26/2024	PRINTED	NV Energy	31,173.57
11821999	03/07/2024	PRINTED	Operating Eng Local Union #3 (DUES)	1,794.00
11822000	03/07/2024	PRINTED	Operating Engineers Trust Fund	11,531.02
11821978	03/05/2024	PRINTED	Pape Machinery	4,867.46
11822115	03/28/2024	PRINTED	Peter Millar LLC	17,254.65
11822015	03/12/2024	PRINTED	Petty Cash - PW	650.00
11822078	03/21/2024	PRINTED	Piro Family Trust	134.29
11822016	03/12/2024	PRINTED	PlanetAir Turf Products, LLC	1,685.17
11821994	03/07/2024	PRINTED	Pride Manufacturing	70.00
11822116	03/28/2024	PRINTED	Pride Manufacturing	2,210.00
11821995	03/07/2024	PRINTED	Rainbow Printing & Office Supplies, Inc.	373.96
11822095	03/26/2024	PRINTED	Randolph McLean	877.50
11822017	03/12/2024	PRINTED	Reno Disposal Co.	8,654.75
11822057	03/14/2024	PRINTED	Reno Disposal Co.	1,594.50
11822096	03/26/2024	PRINTED	Reno Disposal Co.	2,380.32
11822018	03/12/2024	PRINTED	Ritch's Body Shop	5,245.47
11821996	03/07/2024	PRINTED	Robert Flynn	152.76
11821962	03/05/2024	PRINTED	Robert Hall	3,000.00
11822058	03/14/2024	PRINTED	Robert Olsen	60.00
11822097	03/26/2024	PRINTED	SHI International Corp.	100,455.72
11822059	03/14/2024	PRINTED	Shred-IT USA	72.00
11822118	03/28/2024	PRINTED	Shred-IT USA	109.00
11822060	03/14/2024	PRINTED	Sierra Mountain Pipe & Supply	62.13

Check Register, continued

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT
11822119	03/28/2024	PRINTED	Sierra Mountain Pipe & Supply	0.70
11822098	03/26/2024	PRINTED	Sky Fiber Networks LLC	125.00
11821979	03/05/2024	PRINTED	Southwest Gas	46,237.79
11822120	03/28/2024	PRINTED	Sport-Haley Inc	465.50
11822001	03/07/2024	PRINTED	State Coll & Disb Unit-SCADU	1,187.69
11822121	03/28/2024	PRINTED	State Coll & Disb Unit-SCADU	1,185.08
11822079	03/21/2024	PRINTED	State Of Nevada / Bureau of Safe Drinking Water	3,261.00
11822122	03/28/2024	PRINTED	Summit Refrigeration, Inc.	288.04
11822123	03/28/2024	PRINTED	Think Ink And Thread LLC	1,797.12
11822019	03/12/2024	PRINTED	Tiffany Strangio	332.99
11821980	03/05/2024	PRINTED	Tim Bauer	60.00
11822124	03/28/2024	PRINTED	Tim Bauer	20.00
11822125	03/28/2024	PRINTED	Turf Star, Inc.	1,421.96
11822020	03/12/2024	PRINTED	UPS Golf	27.53
11822099	03/26/2024	PRINTED	USABluebook (Utility Supply of America)	2,051.92
11821981	03/05/2024	PRINTED	USGA Club Membership	150.00
11822126	03/28/2024	PRINTED	USRelay Corp	999.00
11822061	03/14/2024	PRINTED	Utility Telecom Group, LLC	1,134.18
11822080	03/21/2024	PRINTED	Utility Telecom Group, LLC	1,146.41
11822127	03/28/2024	PRINTED	Washoe County	200.00
11822128	03/28/2024	PRINTED	Washoe County	100.00
11822129	03/28/2024	PRINTED	Washoe County	125.00
11822130	03/28/2024	PRINTED	Washoe County	100.00
11822131	03/28/2024	PRINTED	Washoe County	125.00
11822021	03/12/2024	PRINTED	Washoe County CSD	127.00
11822022	03/12/2024	PRINTED	Washoe County CSD	202.00
11822023	03/12/2024	PRINTED	Washoe County CSD	227.00
11822024	03/12/2024	PRINTED	Washoe County CSD	227.00
11822025	03/12/2024	PRINTED	Washoe County CSD	716.13
11822026	03/12/2024	PRINTED	Washoe County CSD	716.13
11822027	03/12/2024	PRINTED	Washoe County CSD	302.00
11822028	03/12/2024	PRINTED	Washoe County CSD	348.13
11822029	03/12/2024	PRINTED	Washoe County CSD	302.00
11822030	03/12/2024	PRINTED	Washoe County CSD	127.00
11822031	03/12/2024	PRINTED	Washoe County CSD	871.87
11822071	03/19/2024	PRINTED	Washoe County CSD	62,425.00
11822081	03/21/2024	PRINTED	Washoe County CSD	14,357.32
11822032	03/12/2024	PRINTED	Waste Mgmt Lockwood (refuse)	50.00
11822033	03/12/2024	PRINTED	Waste Mgmt Lockwood (refuse)	77.55
11822082	03/21/2024	PRINTED	Waste Mgmt Lockwood (refuse)	6,293.89
11822083	03/21/2024	PRINTED	Waste Mgmt Lockwood (refuse)	84.56
11821982	03/05/2024	PRINTED	Western Nevada Supply	4,262.74
11822062	03/14/2024	PRINTED	Western Nevada Supply	5,218.97
11822100	03/26/2024	PRINTED	Western Nevada Supply	1,022.25
11822063	03/14/2024	PRINTED	Western Turf & Hardscapes	315.00
11821983	03/05/2024	PRINTED	William Robbins	80.00
11822034	03/12/2024	PRINTED	William Robbins	60.00
11822084	03/21/2024	PRINTED	Wire Rope Service, Inc.	26,971.00
11822132	03/28/2024	PRINTED	World Cup Supply, Inc.	739.90
11822035	03/12/2024	PRINTED	Xerox Corporation	579.00
11822036	03/12/2024	PRINTED	Zachary McCreight	479.05
11821984	03/05/2024	PRINTED	Zachary Stephens	180.00
11821997	03/07/2024	PRINTED	Zachary Stephens	96.48

Total Printed Checks	1,328,501.72
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Total EFT and Printed Checks	1,860,297.85
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APPENDIX C

PROCUREMENT CARD TRANSACTIONS

Procurement Card Transactions

CARDHOLDER FIRST NAME	CARDHOLDER LAST NAME	AMOUNT	SUPPLIER	DESCRIPTION
Rich	Allen	206.00	Buckhorn	Supplies for fleet
Pandora	Bahlman	287.00	In *chemspa Ind,dba Spapa	Operating Shower Gel
Pandora	Bahlman	116.92	Samsclub.Com	Food Merchandise
Pandora	Bahlman	17.45	Incline Village Gro	Operating Half n Half
Pandora	Bahlman	119.66	Spectrum	Cable TV
Pandora	Bahlman	175.88	Samsclub.Com	Food Merchandise
Pandora	Bahlman	36.96	Sp Simplehuman, Llc	RM General Shower dispenser
Pandora	Bahlman	615.20	Inland Supply Co. (Reno)	Operating Gym Wipes
Pandora	Bahlman	41.00	Sp Grizzlyfitness	Operating Fitness Gym equipment
Pandora	Bahlman	0.41	Sp Grizzlyfitness	Bank Fee for Credit card transaction
Pandora	Bahlman	112.45	Samsclub.Com	Food Merchandise
Pandora	Bahlman	23.88	Raley S #113	Operating Half n half
Pandora	Bahlman	76.52	Samsclub.Com	Food Merchandise
Matthew	Belote	30.00	Msft * E0100r3p37	MS Office 365 Subscription QTY 6 IT Dept
Matthew	Belote	193.20	Msft * E0100r3r56	MS Office 365 Subscription Visio QTY 2 IT DEPT
Matthew	Belote	555.15	Ebay O*13-11244-82426	Mitel 6940 IP Phones Qty 5 District Wide
Matthew	Belote	6.77	Postal Express	Warranty Return Shipping
Matthew	Belote	79.72	Ebay O*22-11324-75359	Crestron DM-RMC-100-C Qty 2 Board Room
Matthew	Belote	139.98	Ebay O*09-11335-12409	Crestron DM-RMC-100-C Qty 4 Board Room
Matthew	Belote	141.90	Ebay O*02-11341-07059	Crestron DM-MD6X6 Board Room
Matthew	Belote	1,898.00	Bestbuycom806926292966	Optoma - GT2000HDR Projector QTY 2 Board Room
Matthew	Belote	459.00	Ebay O*08-11339-36477	Crestron TS-1070 Public Works Board Room
Matthew	Belote	1,799.98	Bestbuycom806926515427	Sony - 75" Class X80K LED 4K UHD QTY 2 Public Works Board Room
Matthew	Belote	1,006.00	B&h Photo 800-606-6969	Mount-It! Dual-Screen Video Conference Mount System for 32 to 90" Displays Public Works Board Room
Matthew	Belote	1,249.95	Ebay O*07-11366-20483	Dell 32 Inch Curved Monitor - S3222DGM QTY 5 GM/Finance/IT
Ivgid	Bldg	300.00	Alliedhandd	Hand Dyer for Preston Field
Ivgid	Bldg	-850.04	Supplyhouse.Com	Return from Rec Center Flush Valves
Ivgid	Bldg	826.45	Supplyhouse.Com	Repair parts
Ivgid	Bldg	661.16	Supplyhouse.Com	Repair parts

Procurement Card Transactions, continued

CARDHOLDER FIRST NAME	CARDHOLDER LAST NAME	AMOUNT	SUPPLIER	DESCRIPTION
Ivgid	Bldg	165.29	Supplyhouse.Com	Repair parts
Ivgid	Bldg	7.22	The Home Depot #3309	Operating Supply
Ivgid	Bldg	140.80	The Home Depot #3309	Operating Supply
Ivgid	Bldg	3,179.34	Gutter Supply - Websit	Gutter Supply
Ivgid	Bldg	245.00	Arc Workplace Services	OSHA Test
Ivgid	Bldg	122.38	Supplyhouse.Com	Repair parts
Ivgid	Bldg	253.00	Supplyhouse.Com	Repair parts
Ivgid	Bldg	120.24	The Home Depot #3309	Drywall
Ivgid	Bldg	991.74	Supplyhouse.Com	Repair parts
Tim	Buxton	1.51	Ams*service Fee 101573	Washoe County Service Fee
Tim	Buxton	69.00	Psi Services Llc Usd	PSI Services - water testing exam
Tim	Buxton	43.00	Washoe Co Recorder Otc	Washoe County Recording Fee
Jeff	Clouthier	179.00	Cache Creek Resort	Hotel room for Sierra Pacific Turf Symposium
Jeff	Clouthier	185.15	Smartsign	Magnetic numbers for par 3 signs
Gwynne C	Cunningham	389.24	Sp Poolweb Com	anchor caps to cover our stanchion holes in the pool deck
Gwynne C	Cunningham	157.47	Sp Swimoutlet.Com	3 swimsuits for instructors who do not fit into the standard uniform suits we have on hand
Gwynne C	Cunningham	489.12	American Red Cross	Lifeguard instructor books and Lifeguard books with the new updated 2024 Lifeguard course
Madonna	Dunbar	64.44	In *one Boat, Inc.	Web Ads for Tahoe.com
Madonna	Dunbar	64.43	In *one Boat, Inc.	Web Ads for Tahoe.com
Madonna	Dunbar	697.50	Sq *bearwise Store	Bearwise Educational Signs
Erin	Feore	1,200.00	Icma Online	Membership
Erin	Feore	45.44	Mhs Incline Village, Inc	Hardware
Erin	Feore	25.94	Mhs Incline Village, Inc	Hardware
Steve	Gibbs	59.84	Amz*descriptor	Filters for outdoor scrubbers
Samantha	Gough	370.50	In *nevada Landscape Asso	License Fee
Samantha	Gough	370.50	In *nevada Landscape Asso	License Fee
Samantha	Gough	86.28	Sp Brunt Workwear	Uniform
Samantha	Gough	86.28	Sp Brunt Workwear	Uniform
Samantha	Gough	59.63	Dt	Uniform

Procurement Card Transactions, continued

CARDHOLDER FIRST NAME	CARDHOLDER LAST NAME	AMOUNT	SUPPLIER	DESCRIPTION
Samantha	Gough	59.63	Dt	Uniform
Samantha	Gough	158.00	Sp Truewerk	Operating Supply
Samantha	Gough	158.00	Sp Truewerk	Operating Supply
Samantha	Gough	53.98	Sp Truewerk	Operating Supply
Samantha	Gough	53.98	Sp Truewerk	Operating Supply
Samantha	Gough	194.49	Isa	Safety manuals
Samantha	Gough	194.49	Isa	Safety manuals
Lisa	Hoopes	349.00	Ihire, Llc	Sr. Accountant online job posting IHire
Lisa	Hoopes	400.00	Csmfo	Controller online job posting CA Society Municipal Financial Officers
Lisa	Hoopes	220.00	Jobs Available Inc	Controller online job listing Jobs Available
Lisa	Hoopes	454.50	Nevada Society Of Cpas	Controller online job listing NVCPA
Lisa	Hoopes	499.00	Ziprecruiter, Inc.	Online Multiple Job Listing: Controller,Payroll Heneralist, Sr. Accountant /ZipRecruit
Scott	Hubele	119.69	Mofos Pizza Pasta Inc	Lunch for Employees during water main repair on Tyner
Ivgid	It Dept	591.19	American Air	Air travel - Tyler Connect Conference
Ivgid	It Dept	591.19	American Air	Air travel - Tyler Connect Conference
Ivgid	It Dept	2,398.00	Tyler User Conference	Tyler Connect Conference
Food And Bev	Ivgid	297.96	The Webstaurant Store Inc	Plates, Labels and Containers
Food And Bev	Ivgid	106.09	The Webstaurant Store Inc	Salad Containers
Food And Bev	Ivgid	28.95	Pandora For Business B	Pandora for Banquets
Food And Bev	Ivgid	28.95	Pandora For Business B	Pandora for Banquets
Food And Bev	Ivgid	28.95	Pandora For Business B	Pandora music for Grille
Food And Bev	Ivgid	28.95	Pandora For Business B	Pandora Music for Loft Bar
Food And Bev	Ivgid	79.34	The Webstaurant Store Inc	First Air Supply
Food And Bev	Ivgid	28.95	Pandora For Business B	Pandora Music for Snowflake Lodge
Food And Bev	Ivgid	117.09	The Webstaurant Store Inc	Salad Containers
Food And Bev	Ivgid	3.12	Screencloud	Fee for overseas charges, original receipt for total charges attached.
Food And Bev	Ivgid	312.00	Screencloud	Digital screens for the district
Bryan	Kambitsch	443.98	Radwell International	Spare VFD for polymere skids at the WRRF
Chris	Lavery	15.00	Domainsdoneright Llc	Domain Renewal - inclinetennis.com

Procurement Card Transactions, continued

CARDHOLDER FIRST NAME	CARDHOLDER LAST NAME	AMOUNT	SUPPLIER	DESCRIPTION
Chris	Lavery	824.53	Adobe Inc.	Adobe Licenses - Monthly
Chris	Lavery	14.99	Adobe Inc.	Adobe Licenses - Additional
Chris	Lavery	1.99	Google *google Storage	Google ONEDRIVE - Monthly
Chris	Lavery	49.00	Livestream.Com	Livestream License - Monthly
Chris	Lavery	6,456.58	Zoom.US 888-799-9666	Zoom - Monthly Room and Webinar, Annual Business and Audio Licenses
Chris	Lavery	20.00	Zoom.US 888-799-9666	Zoom - Monthly Room and Webinar, Annual Business and Audio Licenses
Chris	Lavery	20.00	Zoom.US 888-799-9666	Zoom - Monthly Room and Webinar, Annual Business and Audio Licenses
Chris	Lavery	23.00	Eig	Constant Contact - Monthly
Jennifer L	Moore	30.00	Mofos Pizza Pasta Inc	Senior Snowshoe Lunches
Jennifer L	Moore	301.99	Mofos Pizza Pasta Inc	Senior Snowshoe Lunches
Jennifer L	Moore	98.90	Mofos Pizza Pasta Inc	Senior Snowshoe Lunches
Jennifer L	Moore	89.30	Mofos Pizza Pasta Inc	Senior Snowshoe Lunches
Jennifer L	Moore	172.17	Costco Whse #0025	Supplies - Rec Ctr Coffee, Sr Progs, Vets Club Lunches
Jennifer L	Moore	84.44	Costco Whse #0025	Supplies - Rec Ctr Coffee, Sr Progs, Vets Club Lunches
Jennifer L	Moore	90.44	Costco Whse #0025	Supplies - Rec Ctr Coffee, Sr Progs, Vets Club Lunches
Jennifer L	Moore	107.02	Lupitas Mexican Restoran	Senior Snowshoe Lunches
Jennifer L	Moore	186.84	Mofos Pizza Pasta Inc	Senior Snowshoe Lunches
Steven	Phillips	1,400.00	Paypal	Goose Patrol Patches
Steven	Phillips	25.00	Nevada Recreation Pa	NPRS Playground Safety Workshop
Paul A	Raymore	59.99	Adobe Inc.	Marketing Manager monthly fees for Adobe Creative Cloud licensing fees
Paul A	Raymore	59.99	Adobe Inc.	Video & Photo Production Coordinator monthly fees for Adobe Creative Cloud licensing fees
Paul A	Raymore	245.74	Race Result Americas Inc.	Race bibs for Luggi Foeger Uphill/Downhill race at Diamond Peak
Paul A	Raymore	10.83	Tahoe Forest Hospice Thri	Camera bag for Video/Photo Coordinator
Paul A	Raymore	100.00	Mailchimp	Montly Mailchimp email marketing fees, split between Golf (Champ), Golf (Mt), and Parks & Rec marketing operations accounts
Paul A	Raymore	50.00	Mailchimp	Montly Mailchimp email marketing fees, split between Golf (Champ), Golf (Mt), and Parks & Rec marketing operations accounts
Paul A	Raymore	146.00	Mailchimp	Montly Mailchimp email marketing fees, split between Golf (Champ), Golf (Mt), and Parks & Rec marketing operations accounts
Paul A	Raymore	29.99	Adobe Inc.	Royalty-free image, music, video clip subscription for Video & Photo Production Coordinator projects
Paul A	Raymore	757.83	Gopro.Com	Purchase of two (2) GoPro Hero12 cameras for Video & Photo Production Coordinator projects
Paul A	Raymore	500.00	Mobiniti.Com	Purchase of additional text messaging credits to continue text messaging updates at Diamond Peak

Procurement Card Transactions, continued

CARDHOLDER FIRST NAME	CARDHOLDER LAST NAME	AMOUNT	SUPPLIER	DESCRIPTION
Paul A	Raymore	29.99	Dronelink	Software to allow aerial drone flights along pre-programmed routes
Jaclyn M	Ream	59.99	Adobe *800-833-6687	Marketing Manager monthly fees for Adobe Creative Cloud licensing fees
Ronnie	Rector	43.00	Washoe Co Recorder Otc	Recording Notice of Completion
Ronnie	Rector	1.51	Ams*service Fee 101573	Service Fee for Credit card use
Ronnie	Rector	2.75	Wf4nvenvirop	Credit Card Service Fee
Ronnie	Rector	110.00	Nv Environmental Protect	Water Sistribution Certification Fee
Diana	Robb	49.00	Sierracollege Comm Ed	AI for Professional Writing Class
Diana	Robb	43.00	Washoe Cnty	Lien Recording Fees
Diana	Robb	1.50	Tyl*washoe Co Serv Fee	Lien Recording Fees
Diana	Robb	3.00	Tyl*washoe Co Serv Fee	Lien Recording Fees
Diana	Robb	43.00	Washoe Cnty	Lien Recording Fees
Diana	Robb	3.00	Tyl*washoe Co Serv Fee	Lien Recording Fees
Diana	Robb	1.50	Tyl*washoe Co Serv Fee	Lien Recording Fees
Diana	Robb	26.19	Usps Po 3117610450	Lien Notice Certified mail
Troy	Sanders	118.09	Boot Barn #47	Uniforms
Troy	Sanders	118.09	Boot Barn #47	Uniforms
Troy	Sanders	294.35	Ugsi Chemical Feed, Inc	Solids handling polymer feed repair parts
Troy	Sanders	144.00	Gallagher Fluid Seals,	Ozone generator systems gaskets
Ivgid	Ski	13.99	Disney Plus	Suscription service for streaming videos service in Child Ski Center
Ivgid	Ski	28.95	Pandora For Business B	Suscription of streaming service for music in Rental Shop
Ivgid	Ski	19.99	Adobe Inc.	Suscription service to edit documents
Ivgid	Ski	19.99	Adobe Inc.	Suscription service to edit documents
Ivgid	Ski	450.00	Psia Western Division	PSIA Western Spring Convention
Ivgid	Ski	272.75	Intermtn Enterprises Inc	New Winch Cat signs for more visability and safety
Ivgid	Ski	2.73		Boarder Charge for winch cat signs.
Ivgid	Ski	60.00	Msft * E0800rftnk	Suscription service for Sharepoint to communicate between department
Ivgid	Ski	450.00	Psia Western Division	PSIA Western Spring Convention
Ivgid	Ski	450.00	Psia Western Division	PSIA Western Spring Convention
Ivgid	Ski	450.00	Psia Western Division	PSIA Western Spring Convention

Procurement Card Transactions, continued

CARDHOLDER FIRST NAME	CARDHOLDER LAST NAME	AMOUNT	SUPPLIER	DESCRIPTION
Ivgid	Ski	450.00	Psia Western Division	PSIA Western Spring Convention
Brooke	Smith-La Fata	3,528.00	Total Party Planner	TPP - CRM software
Sarah G	Vidra	287.64	Dnh*godaddy.Com	TWSA Budget
Sarah G	Vidra	69.51	Dnh*godaddy.Com	TWSA Budget
Jim E	Youngblood	73.06	Mofos Pizza Pasta Inc	Pizza for crew repairing water main @ 838 Tyner Way
Jim E	Youngblood	90.28	Raley S #113	Emergency supply for employees while repairing the main break on Tyner Way
Jim E	Youngblood	38.00	California Water Environ	Membership Organizations
Jim E	Youngblood	25.00	California Water Environ	Membership Organizations
Jim E	Youngblood	25.00	California Water Environ	Membership Organizations
Jim E	Youngblood	38.00	California Water Environ	CWEA - CEU
Jim E	Youngblood	50.00	California Water Environ	Water for crew repairing water main @ 838 Tyner Way

Total	48,151.67
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MEMORANDUM

TO: Board of Trustees

THROUGH: Bobby Magee, District General Manager

FROM: Kate Nelson, Interim Director of Public Works

SUBJECT: Review, Discuss, and Approve the Amendment to the Agreement for Professional Services for the Effluent Export Pipeline Project for Construction Services - 2023/24 Capital Project Fund: Utilities; Division: Sewer: Project #2524SS1010 Effluent Pipeline Project; Professional: HDR Engineering, Inc. in the Amount of \$59,141. (Requesting Staff Member: Interim Director of Public Works Kate Nelson)

RELATED FY 2023 STRATEGIC PLAN

LONG RANGE PRINCIPLE #5 – ASSETS AND INFRASTRUCTURE

BUDGET INITIATIVE(S): The District will practice perpetual asset renewal, replacement and improvement to provide safe and superior long term utility services and recreation venues, facilities, and services.

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES

Board Policies 12.1.0 Multi-year Capital Planning; 13.2.0 Capital Planning Capital Expenditures; 21.1.0 Purchasing Policy for Goods and Services

DATE: May 8, 2024

I. RECOMMENDATION

That the Board of Trustees make a motion to:

1. Approve the Amendment to the Agreement with HDR Engineering, Inc. for the Effluent Pipeline Project in the amount of \$59,141; and,
2. Authorize the District General Manager to execute the Amendment with HDR Engineering, Inc.

II. BACKGROUND

The design consultant and engineer of record for the entire package of Phase 2

Effluent Export Pipeline (EEP) Project construction documents is HDR Engineering; HDR Engineering has been involved in development of the EEP Project since prior to 2010. Staff recommends that HDR's contract be amended to include continued construction support services during GMP2-2024 construction. This scope will include but not be limited to responses to requests for information (RFI), technical submittal reviews, and final as-built drawing preparation based on survey and red-line drawing information provided by the CMAR.

III. BID RESULTS

The Amendment was not solicited for public bid. There is no requirement for this professional service to be solicited for competitive bid per NRS 332.115.1 (b).

Staff negotiated a scope of services with HDR Engineering to perform during the construction phase for GMP2-2024. This includes a review of expected material(s) submittals, progress meeting attendance, technical query response, and preparation of an update to the as-built drawings following completion of GMP2-2024. Staff reviewed an initial scope proposal submitted by HDR and recommended changes that were accepted and subsequently used as the basis of the final agreement amendment (ATTACHMENT A).

IV. FINANCIAL IMPACT AND BUDGET

The recommended amount of \$59,141 is based on the scope enclosed in Amendment 5 to the original design contract. The most recent amendment included similar construction services for GMP1 as constructed in 2023. In 2023, an approximately \$50,000 contract amendment was agreed with approximately \$40,000 of the contract expended; we anticipate a slightly increased requirement in 2024 due to the increased duration of contract as compared to 2023 (seven months construction schedule in 2024 versus five months in 2023).

A budget of \$2.8 million was allocated and approved for GMP2 contract administration, project management, and testing and inspection through 2026 (Item G.4, 12/13/23); the subject/proposed \$59,141 design consultant construction services contract amendment is incorporated within the \$2.8 million allocation.

V. ALTERNATIVES

No alternatives are presented. These services are necessary for the project as HDR is the engineer of record.

VI. COMMENTS

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

VII. BUSINESS IMPACT/BENEFIT

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

VIII. ATTACHMENTS

1. ATTACHMENT A _Amendment 5 - Effluent Pipeline Project - Construction Services - Year 2-c1

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

**AMENDMENT NO. 5
TO SHORT FORM AGREEMENT DATED JUNE 9, 2021
BETWEEN
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
AND
HDR ENGINEERING, INC.**

This Amendment No. 5 to the Short Form Agreement dated June 9, 2021 (“Amendment”) is made and entered into as of May 9, 2024, by and between the Incline Village General Improvement District (“District”) and HDR Engineering, Inc., a domestic corporation (“Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

Recitals

- A. **Original Agreement.** On June 9, 2021, the Parties entered into a Short Form Agreement for project management, critical pipeline repair identification and design, and permitting services for the District’s effluent export pipeline, as amended on August 12, 2021 by Amendment 1, on April 29, 2022 by Amendment 2, on November 17, 2022 by Amendment 3, and on April 13, 2023 by Amendment 4 (“Original Agreement”), each of which are incorporated herein by reference as if fully set forth herein, for the purpose of District retaining Consultant to provide the Services set forth therein.
- B. **Amendment Purpose.** District and Consultant wish to amend the Original Agreement to continue the services provided by the Consultant associated with the construction work to be done in 2024. The services authorized by this Amendment are to include production and delivery of conformed project plans and specifications (Issued for Construction), technical material submittal reviews, design clarifications and Request for Information (RFI) responses, production of record drawings, and revision to the construction drawings for future-year/remaining project construction work. This amendment also includes an update to the Consultant’s fee schedule for work to be done in 2024.

Amendment

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

1. **Definitions.** All capitalized terms used in this Amendment not defined in this Amendment shall have the same meaning as set forth in the Original Agreement if defined in the Original Agreement.
2. **Services.** In exchange for the additional Compensation set forth below, Consultant shall provide the Additional Services set forth in Exhibit A. Except as otherwise provided in this Amendment, the Additional Services shall be deemed included with the Scope of the Services under the Original Agreement.
3. **Compensation:** The amount of additional Compensation associated with this Amendment will not exceed **Fifty-Nine Thousand One Hundred Forty-One Dollars (\$59,141.00)**, to be billed on a time and materials basis. Payment to Consultant will be made as per Article 4 of the Original Agreement, with the exception that the 2024 Fee Schedule attached hereto as Exhibit B shall be the applicable basis for said compensation rates.

4. Continuing Effect of Agreement. All provisions of the Original Agreement otherwise remain in full force and effect and are reaffirmed. From and after the date of this Amendment, whenever the term "Agreement" appears in the Original Agreement, it shall mean the Original Agreement as amended by this Amendment.
5. Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.
6. Severability. If any portion of this Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

OWNER:
Incline Village GID
Agreed to:

CONTRACTOR:
HDR Engineering, Inc.
Agreed to:

By: _____
 Bobby Magee
 General Manager

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

Date

Reviewed as to Form:

 Sergio Rudin
 District General Counsel

Date

Exhibit A
Scope of Services

HDR
SCOPE OF WORK
for
Incline Village General Improvement District
Effluent Export Pipeline CMAR Project

Amendment No. 5 – Year 2 (2024) Construction Period Services

Task 1 – Project Management

HDR will perform Project Management activities, including QA/QC and project meetings, for the work covered by this amendment as described in the original agreement.

Tasks 2 through 8

No changes to the scope of work for these tasks.

Task 9 – Construction Support

HDR’s construction support services for Year 2 construction (2024) shall include the following:

Subtask 9.1 Conformed Project Plans and Specification

No changes to the scope of work for this subtask.

Subtask 9.2 Review Submittals – HDR will review and comment on the contractor’s submittals, such as shop drawings, product data, samples, substitution requests, operations and maintenance (O&M) manuals, and other data, for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents, minimizing public impact, staying on time and on budget, and compliance with County Standards, and IVGID Standards.

This review will not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication process, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of the contractor. Review of a specific item will not indicate that the Consultant has reviewed the entire assembly of which the item is a component. The Consultant will not be responsible for any deviations from the contract documents not brought to the attention of the Consultant in writing by the contractor. The Consultant will not be required to review partial submissions nor those for which submissions of correlated items have not been received.

It is assumed that HDR will review and comment on up to 20 submittals with a resubmittal rate of 25%, for a total of 25 submittals, with an average effort of three hours per submittal for engineering review, plus administration.

Subtask 9.3 Construction Progress Meetings – HDR will virtually attend a total of four construction progress meetings over two construction seasons (May-June and September-October).

It is assumed that two HDR staff members will participate in each meeting.

Subtask 9.4 Design Clarifications – HDR will prepare design clarifications and respond to requests for information (RFIs) received from the Contractor or IVGID.

It is assumed that HDR will review and respond to up to five RFIs/design clarifications, with an average effort of three hours per RFI/design clarification for engineering, plus CAD, QC, and administration.

Subtask 9.5 Change Orders – Review proposed change orders. Assist IVGID in preparation for response.

It is assumed that HDR will review and provide comments on up to one change order requests, with an average effort of 12 hours per change order for engineering, plus CAD, QC, and administration.

Subtask 9.6 Record Drawings – HDR shall prepare “as-built” record drawings upon completion of Year 2 construction for that part of the Project completed to date. Record drawings will be based on redlines provided by the contractor. HDR will not be responsible for errors or omissions in the information provided by others that are incorporated in the record drawings or other record documents.

Subtask 9.7 Revisions Future-Year Construction Documents – HDR shall make modifications to drawings and specifications for future-year construction segments based on information gathered during the Year 1 and Year 2 construction. Because the extent of modifications is unknown at this time, an allowance of 16 hours of engineering time and 24 hours of CAD time has been included in the fee estimate for the work, plus QC and administration.

Deliverables Task 9:

- *Submittal review comments and responses*
- *RFI comments and responses*
- *Design clarification drawing revisions*
- *Change Order comments and responses*

- *Draft and Final Record Drawings (.pdf file of full and half size, and an electronic copy in editable source application format, such as AutoCAD 2022)*
- *Updated construction documents for future year construction, if needed*

Assumptions Task 9:

- *Review and comment on up to 20 submittals with a 25% resubmittal rate for a total of up to 25 submittals with an average effort of three hours per submittal plus administration.*
- *Response to up to five RFIs/Design Clarifications with an average of three hours per RFI plus CAD, QC, and administration.*
- *Review and provide comment on up to one change order request with an average effort of 12 hours per change order plus CAD, QC, and administration.*
- *A total of four progress meetings are assumed. Up to two HDR staff members will attend each meeting virtually. Each meeting will last one hour.*
- *IVGID or the Construction Manager to develop and finalize draft meeting minutes and issue the minutes to the Contractor. HDR will review meeting minutes and provide input after each meeting.*
- *Up to 16 hours of engineering time and 24 hours of CAD time, plus QC and administration, has been allocated for revising future-year construction documents.*
- *Geotechnical support services are not included.*

Table 1 - Estimated Work Effort and Cost

Incline Village General Improvement District

Effluent Export Pipeline CMAR Project

Amendment No. 5 - Year 2 (2024) Construction Period Services

Task No.	Task Description	Principal/ QA/QC	Project Manager	Project Engineer	Staff Engineer	CADD Tech	Admin/ Clerical	Total HDR Labor Hours	Total HDR Labor (\$)	Total HDR Expenses (\$)	Total Cost (\$)
Task 1 - Project Management and Quality Assurance/Quality Control (QA/QC)											
1.1	Project Management	2	20	16			12	50	\$12,961		\$12,961
	Subtotal Task 1	2	20	16	0	0	12	50	\$12,961	\$0	\$12,961
Task 9 - Construction Period Services											
9.2	Review Submittals		15	22	38		12	87	\$17,048		\$17,048
9.3	Construction Progress Meetings		4	4				8	\$2,345		\$2,345
9.4	Design Clarifications	3	5	10		5	3	26	\$6,327		\$6,327
9.5	Change Orders	2	5	7		4	1	19	\$4,914		\$4,914
9.6	Record Drawings	2		4		20		26	\$5,599		\$5,599
9.7	Revision for Future-Year Construction Segments	2	4	16		20	2	44	\$9,948		\$9,948
	Subtotal Task 9	9	33	63	38	49	18	210	\$46,181	\$0	\$46,181
COLUMN TOTALS		11	53	79	38	49	30	260	\$59,141	\$0	\$59,141

Exhibit B
2024 Fee Schedule

HDR ENGINEERING, INC.
RATE SCHEDULE
January to December 2024

Incline Village General Improvement District
Effluent Export Pipeline CMAR Project
Amendment No. 5 – Year 2 (2024) Construction Period Services

Principal	\$296
Project Manager	\$367
Project Engineer	\$219
Staff Engineer	\$137
CAD Technician I	\$139
CAD Technician II	\$207
Project Admin	\$145
Project Controls	\$128

Please Note: Rates include current overhead rate plus profit and are adjusted annually on January 1st.

EXPENSES

Vehicle Mileage (per mile)	Current Federal Travel Regulation (FTR)
Ground Transportation (includes Rental Car, Uber, and Train)	at cost
Black/White Photocopies (per copy)	\$0.05 to \$0.09
Color Copy (per copy)	\$0.15 to \$0.30
Bond Plotting - Black & White (per square foot)	\$0.15
Bond Plotting - Color (per square foot)	\$0.90

Please Note: Expenses and subconsultants are charged with a five percent markup.

MEMORANDUM

TO: Board of Trustees

FROM: Bobby Magee
District General Manager

SUBJECT: Review, Discuss, and Approve the Agreement with the Tahoe Regional Planning Agency (TRPA) to sticker boats at the Incline Beach Boat Ramp with an approximate revenue of \$800.

DATE: May 8, 2024

I. RECOMMENDATION

Approve the agreement with the Tahoe Regional Planning Agency (TRPA) to sticker boats at the Incline Beach Boat Ramp (Attachment A).

II. BACKGROUND

The Tahoe Regional Planning Agency (TRPA) requires an updated agreement between TRPA and the District to allow the District to continue to sticker boats at the Incline Beach Boat Ramp.

III. FINANCIAL IMPACT AND BUDGET

The approximate revenue to the District is \$800.

IV. ALTERNATIVES

1. Do not approve the agreement with the Tahoe Regional Planning Agency (TRPA).

V. ATTACHMENTS

- A. Incline Village Boat Ramp agreement with Tahoe Regional Planning Agency

SERVICE AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement") is made this 1st day of April, 2024 (the "Effective Date") by and between the Tahoe Regional Planning Agency, a bi-state regional planning agency created by Public Law 96-551 (1980) (hereinafter the "TRPA"), and Incline Village General Improvement District (hereinafter the "Operator") TRPA and the Operator are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

- A. The Operator desires to perform and assume responsibility and obligations for the services and provision of products, as hereinafter described on the terms and conditions set forth herein; and which supersedes terms and conditions set forth in any previous Memorandum of Understanding and/or contract between TRPA and the Operator regarding aquatic invasive species.
- B. TRPA desires to contract for such services and products as hereinafter described on the terms and conditions set forth herein; and which supersedes terms and conditions set forth in any previous Memorandum of Understanding and/or contract between TRPA and the Operator regarding aquatic invasive species.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, TRPA and the Operator agrees as follows:

OPERATIVE PROVISIONS

SECTION I

ENGAGEMENT AND SERVICES OF THE OPERATOR

1. Engagement of Operator. TRPA hereby engages the Operator, subject to the terms and conditions set forth in this Agreement, to perform the services and provide products as set forth in Exhibit "A" (the "Services and Products"). The Operator agrees to perform the Services and provide Products in accordance with the terms and conditions of this Agreement.
2. Performance of the Operator. The Operator accepts the relationship of trust and confidence established between TRPA and the Operator by the terms of this Agreement. The Operator covenants with TRPA to furnish its best skill, judgment and efforts, and to cooperate with TRPA and any other consultants or contractors engaged by TRPA in the provision of products and performance of the services. The Operator covenants to use its best efforts to perform its duties and obligations under this Agreement in an efficient, expeditious, and economical manner, consistent with the best interests of TRPA.
3. The Operator 's Personnel. The Operator shall provide adequate and experienced administrative and management personnel to perform the Services.
4. The Operator 's Responsibilities for Costs and Expenses. The Operator shall be responsible for all costs and expenses incurred relative to the Operator, personnel of the Operator, and subcontractors of the Operator, in connection with the performance of the Services, including, without limitation, payment of salaries, fringe benefits contributions, payroll taxes, withholding taxes and other taxes or levies, office overhead expense, travel expenses, telephone and other telecommunication expenses, and document reproduction expenses.

SECTION II
RESPONSIBILITIES OF THE OPERATOR

1. Personnel. The Services shall be performed by the Operator or under its supervision. The Operator represents that it possesses the professional and technical personnel required to perform the Services. TRPA retains the Operator on an independent contractor basis and the Operator is not an employee of TRPA. The personnel performing the Services on behalf of the Operator shall at all times be under the Operator 's exclusive direction and control. The Operator shall pay all expenses including, without limitation, salaries, fringe benefit contributions, payroll taxes, withholding taxes and other taxes or levies, and all other amounts due such personnel or due others as a result of the performance by such personnel of the Services in connection with their performance of the Services and other amounts due such personnel in connection with their performance of Services. The Operator shall also be responsible for all reports and documentation required for its employees.
2. Cooperation/Project Administrator. The Operator shall work closely and cooperate fully with TRPA's designated Project Administrator, and any other agencies which may have jurisdiction or interest in the Services. The Project Administrator will administer this Agreement. The Project Administrator, or his/her designee, shall be the principal officer of the TRPA, for liaison with the Operator, and shall review and give approval to the details of the Services as they are performed. The TRPA designates Thomas Boos, Aquatic Invasive Species Coordinator, as its Project Administrator, but reserves the right to appoint another person as Project Administrator upon written notice to the Operator.
3. Project Manager. The Operator shall designate and assign a project manager ("Project Manager"), who shall coordinate all phases of the Services. The Project Manager shall be available to the TRPA at all reasonable times. The Operator designates Sheila Leijon, Superintendent of Parks and Recreation, to be its Project Manager.
4. Time of Performance. The Products to be provided and Services to be performed by the Operator under and pursuant to this Agreement shall be conducted in accordance with the timetables contained in Exhibit 'A'.
5. Report Materials. At the completion of the Services and upon delivery of Products, the Operator shall deliver to the TRPA all documents, catalogs, quotes, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Operator, or prepared by others for the use and/or benefit of the Operator, or otherwise provided to the Operator by the TRPA or by others under this Agreement (the "Report Materials"). Any work product produced by the Operator pursuant to this Agreement and any Report Materials provided for the use/or benefit of the Operator shall be considered the property of the TRPA and shall be delivered to the TRPA upon the expiration or termination of this Agreement. Any text work product shall be submitted to TRPA together with a copy in a digital format that is compatible with either: 1) Microsoft Word for Windows, or 2) Excel for Windows. Any graphic work product submitted to TRPA in digital format must be submitted in one of the following formats: 1) Adobe Illustrator; 2) EPS (encapsulated postscript);

3) Adobe Photoshop files; 4) Tiff files; 5) Pict files; or, 6) ARC/Info graphic files. Any graphic work product prepared for TRPA shall, whenever feasible, also be submitted with a copy in digital format compatible with one of the six formats outlined above.

6. TRPA Policy. The Operator shall discuss and review all matters relating to the provision of Products and Services with the Project Administrator in advance of all critical decision points in order to ensure that the Services are provided and Products are delivered in a manner consistent with the goals and policies of the TRPA.
7. Conformance to Applicable Requirements. All aspects of the provision of Products and Services by the Operator shall at all times conform to applicable city, county, state, and federal requirements and be subject to approval of the Project Administrator and TRPA.
8. Indemnification.
 - A. TRPA shall defend, indemnify, and hold harmless the Operator and each of its officers, employees and agents from any and all liability, loss, expense (including reasonable attorneys' fees), clean-up costs, fines, or penalties arising from the introduction of aquatic invasive species into Lake Tahoe, so long as such liability, loss, expense, cleanup costs, fines or penalties is not the result of the intentional or grossly negligent acts or omissions of the Operator. Such indemnification obligation shall survive the termination of this Contract.
 - B. The Operator shall defend, indemnify, and hold harmless TRPA and each of its officers, employees and agents from liabilities, losses, claims, and causes of action, (including reasonable attorneys' fees), fines, penalties, or claims for injury or damages arising out of or resulting from the acts of Operator or its omissions, or those of their officers, agents, or employees, arising out of or in any manner connected to the work to be performed under this Contract, and from any and all fines or penalties assessed or imposed by reason thereof, except for (i) liabilities, losses, claims, or actions, or fines or penalties, arising from the introduction of aquatic invasive species into Lake Tahoe, or (ii) caused by the sole negligence or willful misconduct of TRPA and his agents, or if caused in part by the active negligence of TRPA and his agents, to the extent of their active negligence. Comparative negligence principles shall apply.
9. Standard of Care; Licenses. The Operator represents and warrants that it and all personnel engaged in providing Products and performing Services are and shall be fully qualified and are authorized or permitted under state and local law to perform such Services. The Operator shall provide Products and perform the Services in a skillful and competent manner. The Operator shall be responsible to TRPA for any errors or omissions in the execution of its duties hereunder. The Operator represents and warrants that it and all personnel engaged in providing Products and performing the Services have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The Operator further represents and warrants that it shall keep in effect all such licenses, permits, and other approvals during the term of this Agreement.

10. Insurance. Without limiting the Operator 's indemnification of the TRPA, the Operator shall obtain, provide and maintain at its own expense during the term of this Agreement a policy or policies of insurance of the type and amounts described below, signed by a person authorized by that insurer to bind coverage on its behalf, and satisfactory to the TRPA, in its sole discretion. The Operator shall provide to the TRPA certificates of insurance and copies of policies, if requested by the TRPA, of the following insurance, with Best's Class A - or better carriers:
- (1) Workers' compensation insurance covering all employees and principals of the Operator, in a minimum amount of \$1 million per accident, effective per the laws of the State of Nevada.
 - (2) Commercial general liability insurance covering third party liability risks, including, without limitation, contractual liability, in a minimum amount of \$1 million combined single limit per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate shall apply separately to this project, or the general aggregate limit shall be twice the occurrence limit. The Policy shall add as insured's the TRPA, its Board, Advisory Commission, officials, officers and employees, and agents for all liability arising from the Operator 's Services as described herein.
 - (3) Commercial auto liability and property insurance covering any owned and rented vehicles of the Operator in a minimum amount of \$1 million combined single limit per accident for bodily injury and property damage.
 - (4) Any additional forms of insurance, which the Operator and/or TRPA determine may be necessary for its proper protection and performance of this Agreement.
 - A. Said policy or policies shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits except after thirty (30) days prior notice has been given in writing to the TRPA. Cancellation or modification of insurance coverage may be grounds for immediate termination of this agreement. The Operator shall give TRPA prompt and timely notice of any claims made or suits instituted in association with or arising out of the Operator's performance of this Agreement.
 - B. The Operator shall include subcontracting consultants, if any, as insured's under its policies, or shall furnish separate certificates and endorsements for each subcontractor. All coverage for each subcontractor shall be subject to the requirements stated herein.
 - (5) For a public agency, the insurance requirements set forth in this provision may be met with proof of self-insurance acceptable to TRPA.

11. Prohibition Against Assignment.
 - A. The Operator shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly by operation of law, without the prior written consent of the TRPA. Any attempt to do so without the prior written consent of the TRPA shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation, or transfer.
 - B. The sale, assignment, transfer, or other disposition of any of the issued and outstanding capital stock of the Operator, if the Operator is a corporation or of the interest of any general partner or joint venturer or syndicate member or co-tenant of the Operator, if the Operator is a partnership or a joint venture, or a syndicate or a co-tenancy, which shall result in changing the control of the Operator, shall be deemed an assignment of this Agreement. For purposes of this paragraph, "control" means the ownership of fifty percent (50%) or more of the voting power of the corporation or fifty percent (50%) or more of the voting power of a partnership, joint venture, syndicate, or co-tenancy.
12. Progress. The Operator is responsible to keep the Project Administrator and/or his/her duly authorized designee informed on a regular basis regarding the status and progress of the Products and the Services, activities performed and planned, and any meetings that have been scheduled or are desired relative to the provision of Products and Services or relative to this Agreement.
13. Confidentiality. No news releases, including photographs, public announcements, or confirmations of the same, of any part of the subject matter of this Agreement or any phase of the provision of Products and Services shall be made without prior written consent of the TRPA. The information which results from provision of Products and Services in this Agreement is to be kept confidential unless the release of information is authorized by TRPA.
14. Scheduling. The Operator shall generally have no obligation to work any particular schedule, provided the Operator will coordinate with the TRPA in achieving the results sought under the terms of this Agreement.
15. No Set Hours/Right to Contract. The Operator 's obligation hereunder is to complete the Services and to meet any deadlines set forth therein for the provision of Products. Except as provided herein, the Operator has no obligation to work any particular hours or days or any particular number of hours or days. In this regard, the Operator retains the right to contract for similar Services with any other entity, public or private.
16. Results. The TRPA agrees that it will have no right to control or direct the details, manner, or means by which the Operator accomplishes the results of the Services performed hereunder.

SECTION III

RESPONSIBILITIES OF TRPA

1. Compensation. In consideration of the provision of Products and performance by the Operator of the Services, the TRPA will provide to the Operator the amount/amounts as quoted and set forth in Exhibit "B" (the "Compensation")

2. Extra Work. The Operator shall not receive additional Compensation for any extra work or Products provided unless such extra work or provision of Products has been authorized by the TRPA as an amendment to this Agreement prior to the commencement of the extra work. The TRPA shall pay the Operator for extra work and/or products in accordance with the schedule set forth on Exhibit "B".

SECTION IV

TERMINATION

1. Term of Agreement. This agreement shall be effective and commence as of the date first written above and shall terminate on December 31, 2026, unless terminated earlier as set forth herein.
2. Termination. TRPA may terminate this agreement upon thirty (30) days prior written notice to the Operator. If the Agreement is so terminated, the Operator shall be compensated for all completed services rendered up to and including the day of termination.
3. Termination Upon Event of Default. TRPA may immediately terminate this Agreement upon an Event of Default, defined below. Upon a termination of this Agreement, the TRPA shall pay to the consultant the part of the Compensation which would otherwise be payable to the Operator with respect to the Services which had been completed as of the date of termination, less the amount of all previous payments with respect to the Compensation.
4. Events of Default. Each of the following events shall constitute an "Event of Default":
 - A. The Operator fails to observe, perform, or comply with any material term, covenant, agreement, or condition of this Agreement which is to be observed, performed, or complied with by the consultant, of such failure to continue uncured for three (3) calendar days after the TRPA gives the Operator notice of any failure and specified the nature of such failure.
 - B. The Operator commits any fraud, misrepresentation, breach of fiduciary duty, willful misconduct, or intentional or breach of any provision of this Agreement.
5. Budget Contingency Clause

Funding for this contract is contingent on current and future authorizations from the TRPA Governing Board and/or outside funding sources. If that authorization is removed or not renewed, this Agreement shall be of no further force and effect. In this event, the TRPA shall have no liability to pay any funds whatsoever to the Operator or to furnish any other considerations under this Agreement and the Operator shall not be obligated to perform any provisions of this Agreement. TRPA shall have the option to either cancel this Agreement with no liability occurring to the TRPA, pursuant to Section IV. 2 and 3 above or offer an Agreement amendment to the Operator to reflect the reduced amount.

To the Operator: Incline Village General Improvement District
 Attn: Bobby Magee, General Manager
 Address: 893 Southwood Blvd.
 Incline Village, NV 89451
 Phone: 775-832-1365
 bma@ivgid.org

Notice shall be deemed received as follows, depending upon the method of transmittal by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail, certified, upon receipt requested, as of 72 hours after deposit in the U.S. Mail.

6. Authority to Enter Agreement. The Operator warrants that it has all requisite power and authority to conduct its business and to execute and deliver, and to perform all of its obligations under this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to enter into this Agreement so as to bind each respective Party to perform the conditions contemplated herein. If the Operator is a corporation or partnership, the Operator also warrants that it is duly organized, validly existing in good standing under the laws of the State of Nevada, and will continue to be so during the term of this Agreement
7. Severability/Illegality. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect. The illegality of any provision of this Agreement shall not affect the remainder of this Agreement.
8. Time is of the Essence. Time is of the essence in this Agreement, and all parties agree to execute all documents and to proceed with due diligence to complete all covenants and conditions set forth herein.
9. Attorneys' Fees and Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.
10. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Nevada. Any lawsuit brought to enforce this Agreement shall be brought in the appropriate court in Nevada.
11. Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any of the provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be deemed a waiver and no waiver shall be binding unless executed in writing by the party making the waiver. No waiver, benefit, privilege, or service voluntarily given or performed by other parties shall give the other party any contractual right by custom, estoppel, or otherwise.
12. Days. Any term in this Agreement referencing time, days, or period of performance shall be deemed to be calendar days and not workdays.

13. Entire Agreement. This Agreement contains the entire agreement of the TRPA and the Operator and supersedes any prior or written statements or agreements between the TRPA and the Operator. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both parties.
14. Binding on Assigns. Each and all of the covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the respective parties.
15. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument. This Agreement may be executed and transmitted by facsimile or other means of electronic communication, which signature shall be binding upon the parties as if they were original signatures.
16. Captions. The captions of the various articles and paragraphs of this Agreement are for the convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement or of any part or parts of this Agreement.
17. Construction. In all cases, the language in all parts of this Agreement shall be construed simply, according to its fair meaning and not strictly for or against any party, it being agreed that the parties or their agents have all participated in the preparation of this Agreement.
18. Cooperation/Further Acts. The parties shall fully cooperate with one another in attaining the purposes of this Agreement and, in connection therewith, shall take any such additional further acts and steps and sign any such additional documents as may be necessary, appropriate, and convenient as related thereto.
19. Survival. The obligations of the Operator under this Agreement including, without limitation, the obligations set forth in Section II, Paragraph 8 (Indemnification), and Section II, Paragraph 10 (Insurance), as they relate to the Services, shall survive the termination or expiration of this Agreement.
20. Incorporation of Recitals and Exhibits.
 - A. The "Recitals" constitute a material part hereof, and are hereby incorporated by reference herein as though fully set forth.
 - B. The "Exhibits" constitute a material part hereof, and are hereby incorporated by reference herein as though fully set forth.
21. References: All references to the Operator shall include all personnel, employees, agents, and subcontractors of the Operator.
22. No Funds to Unqualified Aliens. Under law, no funds received under this Agreement shall be paid to any alien who is "not a qualified alien" within the meaning of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 ("Act"). The Operator shall be responsible to ensure that no funds the Operator receives from TRPA are paid to any employee or subcontractor in violation of this Act.
23. Certification Regarding Lobbying. The Operator certifies that no funds received under this Agreement have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee

of a Member of the Legislature or Congress, or an employee of a Member of the Legislature or Congress.

24. Certification Regarding Debarment and Suspension. The Operator certifies to the best of its knowledge and belief that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (24)(b) of this Agreement; and
- D. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or Local) terminated for cause of default.

IN WITNESS WHEREOF, the parties hereto have accepted and made and executed this Agreement upon the terms, conditions, and provisions set forth above as of the Effective Date.

TAHOE REGIONAL PLANNING AGENCY

BY: _____
JULIE W. REGAN
EXECUTIVE DIRECTOR

Date: _____

INCLINE VILLAGE GENERAL
IMPROVEMENT DISTRICT

BY: _____
BOBBY MAGEE,
GENERAL MANAGER

Date: _____

EXHIBIT A SCOPE OF WORK

I. Project

Watercraft Inspection Program Implementation, Data Collection/Entry and Reporting.

II. Purpose

The purpose of this contract is to establish a relationship between the Parties in order to implement the Lake Tahoe Watercraft Inspection Program (Program). This contract defines the terms and conditions under which the Parties shall cooperate and coordinate activities necessary to prevent the introduction, establishment, and spread of aquatic invasive species in the Lake Tahoe Basin.

The Parties shall cooperate in Program implementation, collection of fees, data collection and entry and reporting. These activities shall focus upon the verification of the presence of inspection seals, and exclusion of motorized watercraft not sealed, as required by the AIS Program.

Seal Inspectors are launch facility staff trained and certified by TRPA who verify whether or not a watercraft has an intact inspection seal prior to launching as described in the Lake Tahoe Region Aquatic Invasive Species Management Plan, Appendix D.

III. Task 1: Watercraft Inspection Program Implementation

1. The Parties shall work together to implement the components of the Program related to public partnerships at boat ramps, marinas, launch facilities, and boat storage or repair facilities, as outlined in the Lake Tahoe Region Aquatic Invasive Species Management Plan, Appendix D.
2. TRPA shall train and certify Operator staff to become Seal Inspectors for the Program. TRPA shall also provide additional training as needed to ensure that Seal Inspectors are knowledgeable regarding the implementation of the Program. Only trained and certified staff can perform the function of a Seal Inspector.
3. Pursuant to the training provided, as described in Section III.2. above, and as outlined in TRPA Code Subsection 63.4.2.A, Employees of the Operator shall function as TRPA designated Seal Inspectors while on duty.
 - a. Trained Seal Inspectors shall verify the presence of valid and intact Lake Tahoe AIS Program seals for all motorized watercraft prior to their launching into the waters of the Lake Tahoe Region. If the seal is not present or not intact the Seal Inspector shall deny launching and direct the boater to a watercraft inspection station.
 - b. Seal Inspectors shall notify TRPA if they discover a tampered seal on a boat that is attempting to launch.

- c. Seal Inspectors shall also inspect motorized watercraft bilges for the presence of oil or other contaminants which could be discharged into the waters of the Region.
 - d. Seal Inspectors shall remove any attached vegetation from the watercraft, trailer or tow vehicle that may be present as a result of boating in areas of Lake Tahoe that have invasive aquatic plants.
 - e. Seal Inspectors may inspect non-motorized watercraft to detect the presence and prevent the introduction of AIS. If presence of AIS is detected, the Seal Inspector shall deny launching and direct the boater to a watercraft inspection station.
 - f. Seal Inspectors are not authorized to perform inspections to allow entry of unsealed motorized watercraft.
 - g. Seal inspectors shall inform boat operators upon leaving the water and prior to issuing a new inspection seal, that bilge/drain plugs are required to be removed as mandated by TRPA Code 63.4.2.G and Nevada State Laws (NRS 488.045; NAC 488.526).
 - h. Seal Inspectors shall remind boaters of the Clean, Drain and Dry message.
4. Seal Inspectors shall document the issuance of annual Tahoe Only stickers to sealed watercraft by electronically entering sales information using the agreed upon method (Watercraft Inspection Database, Excel spreadsheet or other). Seal Inspectors shall also complete all necessary paperwork to document the sale, and/or document the launching and hauling out of watercraft.
 - a. TRPA requires data reporting on the number of stickers sold between the opening of boating season and June 30th and July 1 to the close of the boating season and may request monthly reports on an as needed basis.
 - b. TRPA may provide mobile devices or other technology to assist with this documentation. If such equipment and technology is provided, Operator shall use it in accordance with the training provided in Section III.2 above. Any such equipment shall remain the property of TRPA and any misuse, loss or damage shall be the responsibility of the Operator.
5. The Operator shall ensure that all Tahoe Only stickers and seals issued to them are kept in a secure location. Any loss of said items shall be reported to TRPA immediately.
6. The Operator shall have Seal Inspectors available to conduct seal inspections and non-motorized inspections at all hours the facility is launching watercraft. If Seal Inspectors are not present, the launch ramp must be properly secured, as required by TRPA Code Subsection 63.4.2.E. Seal Inspectors shall be available for regular training updates. Operator, Seal Inspectors and other facility staff shall be subject to regular evaluation for compliance with the Program requirements, including third party monitoring of effectiveness.
7. Upon the hauling out of watercraft, Seal Inspectors shall install a new Lake Tahoe AIS program seal in accordance with the training provided describe in Section III.2. above.

8. The Operator shall provide a list of any entity that has access to the gate at your launch facility. Submit an email to tboos@trpa.gov that includes the following:
 - a. The name of entity
 - b. Registration number of vessel and Tahoe Only Sticker Number
 - c. Purpose/reason for access
 - d. Protocols in place ensuring said entities/vessels are in compliance with the Lake Tahoe AIS Watercraft Inspection Program

This information shall be provided to TRPA staff prior to May 1 each year of the contract. If an entity is added after submittal, the Operator shall submit via email a new complete list that includes the updated information.

IV. Task 2: Operating Expenses and Oversight

1. The Operator shall provide oversight on day-to-day operations of the Program through technical and logistical oversight of the Seal Inspectors. The Operator shall identify the main point of contact for the administration of stickers and seals.
2. The Operator is responsible for providing adequate operating expenses necessary for maintaining an appropriate work environment for the Seal Inspectors and administration of the Program.

V. Task 3: Administration, Data Collection, Data Entry and Reporting

1. TRPA shall provide the Operator with a predetermined number of Tahoe Only stickers at commencement of the contract. The amount should be enough for entire season. If more stickers are necessary during the season, they shall be provided by TRPA at a rate consistent with previous season and monthly sales. TRPA has the right not to supply additional stickers if the administration, data collection and entry, and reporting requirements outlined in this Exhibit have not been met.
2. TRPA shall provide and maintain a centralized online database. The Operator shall collect and enter all required data as described above in Task 1, item 4. Inspection data shall be entered into the database within 24 hours of conducting each inspection and include all applicable data fields. TRPA understands that during peak periods of the boating season, data entry may not occur in real time. In those cases, the Operator will notify TRPA of the circumstance and a reasonable timeframe for data entry completion will be negotiated.
3. The Operator shall return to TRPA any and all unsold stickers, seals, equipment, administrative paperwork and related materials within five working days after the close of their 2024, 2025 and 2026 operating season, or on a mutually agreed upon date. TRPA will retrieve items in early October. In the event more stickers are needed after this date, the Operator shall pay for no more than 10 additional stickers and is responsible for returning all the listed items above to TRPA. If reimbursement is required, it shall be requested by the Operator upon the return of items.

**EXHIBIT B
COMPENSATION**

1. The Operator shall collect the annual fees from the sale of Tahoe Only stickers as adopted by the TRPA Governing Board, as may be amended from time to time, to fund the implementation of the Program (“Prevention Fee”). Additionally, Operator shall collect the AIS Shoreline Fee in the amount of \$12.00 per Tahoe Only Sticker (“Shoreline Fee”). The Operator shall collect fees using the Operator’s point of sale procedures and equipment.
2. The Operator shall keep 4% of Prevention Fees collected to cover the costs of the Operator in implementing this Scope of Work. The Operator will remit 96% of the Prevention Fees to TRPA by October 31, annually for each boating season. Additionally, Operator shall remit the full amount of the Shoreline Fees collected no later than October 31, annually. Should the Operator need additional Tahoe Only stickers after October 31, they shall buy them directly from TRPA as per Exhibit A.V.3.
3. The Operator shall be responsible for the full cost of any Tahoe Only sticker that has not been documented as sold and has not been returned to TRPA at the end of the 2024, 2025 and 2026 boating seasons.
4. This contract expires on December 31, 2026.

EXHIBIT C LAUNCHING UNSEALED WATERCRAFT

This Exhibit allows watercraft to launch without having an inspection seal; however a current sticker must be on the boat or with the person launching the boat.

1. The Operator will provide a list of all watercraft in the Operator's possession that are covered under this Exhibit (Appendix A).
 - a. Appendix A shall include the watercraft type, size and the registration number in the format provided by TRPA.
 - b. Appendix A shall be submitted annually before May 1.
 - c. Should the Operator take possession of watercraft not currently covered by this Contract, the Operator will have the watercraft inspected pursuant to the TRPA Code of Ordinances, and upon passing inspection, the Operator will give written notice to the TRPA amending Appendix A within 10 days of acquiring the new watercraft .
 - d. The provision of false information to the TRPA is a violation of Subsection 63.4.1.C. of the TRPA Code.
2. Pursuant to the Lake Tahoe Watercraft Inspection Plan, and as outlined in TRPA Code Section 63.4., the Operator will not function as TRPA designated watercraft inspectors. The Operator will be responsible for ensuring and documenting that the Watercraft listed in Appendix A, as may be amended from time to time, are free of aquatic invasive species and only launch in the waters of Lake Tahoe.
3. The Operator is not authorized to launch any watercraft not currently listed in Appendix A, or any watercraft listed in Appendix A that has been last launched into a body of water other than Lake Tahoe.
4. A copy of this Exhibit will function as a seal inspection for the purposes of TRPA Code Section 63.4 for watercraft listed in Appendix A. The Operator will provide a copy of this Exhibit when asked by a TRPA designated seal inspector or watercraft inspector as evidence that the watercraft was last launched in Lake Tahoe. The Operator also agrees to remove drain plugs while the vessel is being transported in order to drain any onboard water to limit the in-basin transfer of aquatic invasive species.
5. The TRPA may physically verify that the watercraft listed in Appendix A have not launched into another body of water other than Lake Tahoe and may also physically verify that Appendix A lists all watercraft in the possession of the Operator.
6. For documentation of sticker sales, record the contract number #24C00038 on the Sticker Sale Tracking Form.
7. This exhibit negates all previous Memorandums of Understanding previously executed.

MEMORANDUM

TO: Board of Trustees

FROM: Bobby Magee
District General Manager

SUBJECT: Review, Discuss, and Approve Amendment 2 with Sand Harbor Water Sports to Provide Services at the Restricted Access Beaches Managed by the Incline Village General Improvement District

DATE: May 8, 2024

I. RECOMMENDATION

Approve the agreement with Sand Harbor Water Sports to provide services at the restricted access beaches managed by the Incline Village General Improvement District (Attachment A).

II. BACKGROUND

Sand Harbor Water Sports LLC, dba as Lake Tahoe Water Sports provides Retail Concession (non-motorized water sports equipment rental) services at Burnt Cedar and Incline Beaches. The purpose of this amendment to the original agreement is to extend the agreement for an additional year.

III. FINANCIAL IMPACT AND BUDGET

The amendment requires the concessionaire to pay Incline Village General Improvement District (IVGID) a flat fee cap of \$22,000 assuming a gross revenue of \$100,000 or greater. Should the gross revenue be below \$100,000, IVGID and Concessionaire shall mutually agree upon a percentage between 10% - 15% of actual 2024 beach season revenue through a separate agreement.

IV. ALTERNATIVES

1. Do not approve the agreement with Sand Harbor Water Sports.

V. ATTACHMENTS

- A. Amendment No. 2 to the retail concession agreement dated May 20, 2022, between Incline Village General Improvement District and Sand Harbor Water Sports LLC DBA Lake Tahoe Water Sports.

**AMENDMENT NO. 2
TO RETAIL CONCESSION AGREEMENT DATED MAY 20, 2022
BETWEEN
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
AND
SAND HARBOR WATER SPORTS LLC DBA LAKE TAHOE WATER SPORTS**

This Amendment No. 2 to the Retail Concession Agreement dated May 20, 2022 (“Amendment”) is made and entered into as of (Date) by and between the Incline Village General Improvement District (“District”) and Sand Harbor Water Sports LLC, dba Lake Tahoe Water Sports (“Concessionaire”). District and Concessionaire are sometimes individually referred to as “Party” and collectively as “Parties.”

Recitals

- A. Original Agreement. The Parties entered into an agreement for Retail Concession (non-motorized water sports equipment rental) services at Burnt Cedar and Incline Beaches on May 20, 2022 (“Original Agreement”), as subsequently amended by agreement dated November 2, 2022, which is incorporated herein by reference as if fully set forth herein, for the purpose of District retaining Concessionaire to provide the concession services set forth therein.
- B. Amendment Purpose. District and Concessionaire wish to extend the Original Agreement for an additional one year term.
- C. Amendment Authority. This Amendment is authorized pursuant to Section 3 of the Original Agreement.

Amendment

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

- 1. Definitions. All capitalized terms used in this Amendment not defined in this Amendment shall have the same meaning as set forth in the Original Agreement, if defined in the Original Agreement.
- 2. Term. Section 3, “Term,” of the Original Agreement is hereby amended to read in its entirety as follows:

“The term of this Agreement shall be the beach season of 2024 beginning, at the earliest, on May 13, 2024 and ending on September 30, 2024 (or earlier, depending upon weather and other conditions). Both parties reserve the right to extend this Agreement for an additional year, to cover the 2025 beach season, and may begin those negotiations in January or February of 2025. For each beach season the Concessionaire provides services under this Agreement, the Owner shall provide Concessionaire notification of the closure date of the Burnt Cedar and Incline Beaches as soon as that date is known. On the last day of the Term or any extension of the Term, Concessionaire shall surrender the Premises to Owner in the same condition in which they were received by Concessionaire.”

3. Rent. Section 4, "Rent," of the Original Agreement is hereby amended to read in its entirety as follows:

"Concessionaire covenants to pay to Owner a flat fee of up to \$22,000.00 for equipment rental services to be provided by the Concessionaire for the 2024 beach season. The flat fee cap of \$22,000.00 assumes a gross Concessionaire revenue for the 2024 beach season of \$100,000.00 or greater. Should Concessionaire's gross revenue for the 2024 beach season be below \$100,000.00 (as documented in records maintained by Concessionaire and made available to Owner), Owner and Concessionaire shall mutually agree upon a percentage between 10-15% of actual 2024 beach season revenue, and memorialize that agreement in a separate writing signed by both Parties. Concessionaire shall remit the agreed-upon flat fee to Owner no later than November 9, 2024."

4. Hours of Operation. Section 6, "Hours of Operation," of the Original Agreement is hereby amended to read in its entirety as follows:

"Minimum hours of operation for the 2024 beach season shall be as follows:

Incline Beach

Opens for the season Monday, May 13, 2024

May (subject to Owner's discretion) operate on weekends only (Saturday and Sunday) until June 17, 2024

Open seven days a week from June 18 to September 30, 2024 (subject to early closure upon mutual agreement of the Parties)

Hours of Operation: 10:00 AM until 6:00 PM

Burnt Cedar Beach

Opens for the season Monday, May 13, 2024

May (subject to Owner's discretion) operate on weekends only (Saturday and Sunday) until June 17, 2024

Open seven days a week from June 18 to September 30, 2024 (subject to early closure upon mutual agreement of the Parties)

Hours of Operation: 10:00 AM until 6:00 PM

Hours of operation are not subject to change at either location for the duration of the 2024 season.

Concessionaire shall pay to Owner a penalty of \$1,000.00 per day that it does not remain open for business pursuant to the dates and hours of operation identified herein, unless such closure is a result of a decision of the Owner's Director of Parks and Recreation or their designee."

5. Continuing Effect of Agreement. All provisions of the Original Agreement otherwise remain in full force and effect and are reaffirmed. From and after the date of this Amendment, whenever the term "Agreement" appears in the Original Agreement, it shall mean the Original Agreement as amended by this Amendment.
6. Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

7. Severability. If any portion of this Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

**CONTRACTOR:
SAND HARBOR WATER SPORTS LLC, DBA
LAKE TAHOE WATER SPORTS**

Agreed to:

Agreed to:

Bobby Magee, District General Manager

By: _____
Signature of Authorized Agent

Date

Print or Type Name and Title

Date

If Concessionaire is a Corporation, attach evidence of authority to sign.

Reviewed as to Form:

Sergio Rudin
District Legal Counsel

Date

MEMORANDUM

TO: Board of Trustees

FROM: Bobby Magee
District General Manager

SUBJECT: Review, Discuss, and Approve Amendment 1 with Incline Spirits to Provide Services at the Restricted Access Beaches Managed by the Incline Village General Improvement District

DATE: May 8, 2024

I. RECOMMENDATION

Approve Amendment Number 1 to the original agreement with Incline Spirits to provide services at the restricted access beaches managed by the Incline Village General Improvement District (Attachment A).

II. BACKGROUND

Incline Spirits Inc. provides Retail Concession (food and beverage) services at Burnt Cedar and Incline Beaches. The purpose of this amendment to the original agreement is to extend the agreement for an additional year.

III. FINANCIAL IMPACT AND BUDGET

The amendment requires the concessionaire to pay Incline Village General Improvement District (IVGID) the amount of \$57,000 as a guaranteed payment for alcoholic beverage services for the 2024 beach season. The agreement further spells out the requirement for payment installments and minimum hours of operation for the 2024 beach season.

IV. ALTERNATIVES

1. Do not approve the agreement with Incline Spirits.

V. ATTACHMENTS

- A. Amendment No. 1 to the retail concession agreement dated May 20, 2022, between Incline Village General Improvement District and Incline Spirits, Inc.

**AMENDMENT NO. 1
TO RETAIL CONCESSION AGREEMENT DATED MAY 20, 2022
BETWEEN
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
AND
INCLINE SPIRITS INC.**

This Amendment No. 1 to the Retail Concession Agreement dated May 20, 2022 (“Amendment”) is made and entered into as of (Date) by and between the Incline Village General Improvement District (“District”) and Incline Spirits Inc. (“Concessionaire”). District and Concessionaire are sometimes individually referred to as “Party” and collectively as “Parties.”

Recitals

- A. Original Agreement. The Parties entered into an agreement for Retail Concession (food and beverage) services at Burnt Cedar and Incline Beaches on May 20, 2022 (“Original Agreement”), which is incorporated herein by reference as if fully set forth herein, for the purpose of District retaining Concessionaire to provide the concession services set forth therein.
- B. Amendment Purpose. District and Concessionaire wish to extend the Original Agreement for an additional one year term.
- C. Amendment Authority. This Amendment is authorized pursuant to Section 3 of the Original Agreement.

Amendment

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

- 1. Definitions. All capitalized terms used in this Amendment not defined in this Amendment shall have the same meaning as set forth in the Original Agreement, if defined in the Original Agreement.
- 2. Term. Section 3, “Term,” of the Original Agreement is hereby amended to read in its entirety as follows:

“The term of this Agreement shall be the beach season of 2024 beginning, at the earliest, on May 13, 2024 and ending on September 30, 2024 (or earlier, depending upon weather and other conditions). Both parties reserve the right to extend this Agreement for an additional year, to cover the 2025 beach season, and may begin those negotiations in January or February of 2025. For each beach season the Concessionaire provides services under this Agreement, the Owner shall provide Concessionaire notification of the closure date of the Burnt Cedar and Incline Beaches as soon as that date is known. On the last day of the Term or any extension of the Term, Concessionaire shall surrender the Premises to Owner in the same condition in which they were received by Concessionaire.”

- 3. Rent. Section 4, “Rent,” of the Original Agreement is hereby amended to read in its entirety as follows:

“Concessionaire covenants to pay to Owner the amount of \$57,000.00 as a guarantee payment for alcoholic beverage services to be provided by the Concessionaire for the 2024 beach season.

Payment of this amount shall be in three installments, payable as follows:

First payment is due July 1, 2024, in the amount of \$19,000*

Second payment is due August 1, 2024 in the amount of \$19,000*

Third payment is due September 15, 2024 in the amount of \$19,000*

*If the Air Quality Index (AQI) exceeds a safe working environment range as determined by the Owner’s Director of Parks and Recreation or their designee for over ten (10) business days in any one month of the Term, an adjustment to this amount may be negotiated and agreed to by the Parties. This agreement shall be memorialized in a separate writing signed by both Parties.”

4. Hours of Operation. Section 6, “Hours of Operation,” of the Original Agreement is hereby amended to read in its entirety as follows:

“Minimum hours of operation for the 2024 beach season shall be as follows:

Incline Beach

Opens for the season Monday, May 13, 2024

Open seven days a week from May 13 to September 30, 2024 (subject to early closure for weather conditions)

Hours of Operation: 11:00 AM until 7:00 PM

Burnt Cedar Beach

Opens for the season Monday, May 13, 2024

Operates weekends only (Saturday and Sunday) until June 16, 2024

Open seven days a week from June 17 to September 30, 2024 (subject to early closure for weather conditions)

Hours of Operation: 11:00 AM until 7:00 PM

Hours of operation are not subject to change at either location for the duration of the 2024 season.”

5. Continuing Effect of Agreement. All provisions of the Original Agreement otherwise remain in full force and effect and are reaffirmed. From and after the date of this Amendment, whenever the term “Agreement” appears in the Original Agreement, it shall mean the Original Agreement as amended by this Amendment.
6. Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.
7. Severability. If any portion of this Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

Bobby Magee, District General Manager

Date

Reviewed as to Form:

Sergio Rudin
District Legal Counsel

Date

CONTRACTOR:
INCLINE SPIRITS INC.
Agreed to:

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

If Concessionaire is a Corporation, attach evidence of authority to sign.

MEMORANDUM

TO: Board of Trustees

FROM: Bobby Magee
District General Manager

SUBJECT: Review, Discuss and Approve Agreement with Best, Best, and Krieger for Public Records Request Services

DATE: May 8, 2024

I. RECOMMENDATIONS

1. The Board review, discuss and approve the agreement with Best, Best, and Krieger (BBK) for Public Records Request Services; and,
2. Direct the General Manager to sign the agreement.

II. DISTRICT STRATEGIC PLAN

This action supports Long Range Principle #6, Communication; *“The District will engage, interact and educate to promote understanding of the venues, facilities, services, and ongoing affairs.”*

III. BACKGROUND

Between January 1, 2024 and May 1, 2024 the District received 59 Public Records Requests (PRR). The nature of the requests vary from simple and easy to produce immediately, to extremely complex and require a significant amount of staff research. Responding to each request is required under NRS Chapter 239. As the number and complexity of PRR’s has increased, so has the amount of staff time being diverted from daily workload tasks to PRR processing.

BBK has a division called the Advanced Records Center, which provides expert services to local governments for responding to PRR’s. Staff has reached out to BBK requesting a rate schedule, and was informed that BBK will provide these services to the District at a discounted rate as identified below.

IV. FINANCIAL IMPACT AND BUDGET

If approved, BBK will bill the District at the following rates, which will remain the same during the current term of the agreement:

Attorneys \$200
Paralegals & Law Clerks \$200
Litigation, Muni & Research Analysts \$200

V. ALTERNATIVES

Direct staff to continue to handle all public records requests using in-house staff.

VI. ATTACHMENTS

Agreement for PRR Services

**FIRST AMENDMENT TO
AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES
BETWEEN
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
AND
BEST BEST & KRIEGER LLP**

This First Amendment is made and entered into as of May 8, 2024 by and between the Incline Village General Improvement District, a general improvement district organized under NRS Chapter 318 (“Client”) and Best Best & Krieger LLP, a limited liability partnership (“BB&K”).

RECITALS

1.1 Client and BB&K entered into an agreement on January 10, 2024 entitled “Agreement for General Counsel Legal Services Between Incline Village General Improvement District and Best, Best & Krieger LLP” for general counsel legal services (the “Agreement”).

1.2 Client and BB&K now desire to amend the Agreement to provide for use of BB&K’s Advanced Records Center services, which BB&K provides to public agencies to decrease the resources they dedicate to public records and information requests.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Client and BB&K agree to amend the Agreement as follows:

Section 1. Exhibit A to the Agreement is amended to add the following paragraph:

7. Advanced Record Services. At the District’s option, the ARC team will assist the District with Public Records Act Processing and Policy Drafting at the following rates:

Attorneys \$200
Paralegals & Law Clerks \$200
Litigation, Muni & Research Analysts \$200

The rates set forth in this paragraph shall not be increased during the term of the Agreement.

IN WITNESS WHEREOF, the Client and BB&K have executed this First Amendment to the Agreement as of the date first written above.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

By: _____
Sara Schmitz, Board Chair

Date: _____

BEST BEST & KRIEGER LLP

By: _____
Sergio Rudin
Partner

Date: _____

MEMORANDUM

TO: Board of Trustees

FROM: Bobby Magee
District General Manager

SUBJECT: Review, Discuss and Approve Revisions to Policy and Procedure No. 136, Policy Concerning the Use of District Facilities for Expression

DATE: May 8, 2024

I. RECOMMENDATIONS

1. The Board review, discuss and approve revisions to Policy and Procedure Number 136, Concerning Access to District Property and the Use of District Facilities for Expression

II. DISTRICT STRATEGIC PLAN

This action supports Long Range Principle #6, Communication; *“The District will engage, interact and educate to promote understanding of the venues, facilities, services, and ongoing affairs.”*

III. BACKGROUND

As part of its identification of priorities, the Board directed staff to examine revision to Policy and Procedure Number 136, as certain activities have created conflict and complaints from constituents. Emails received by the Board included complaints of being an involuntary audience and having a negative impact on the enjoyment of recreation facilities, as well as violations of the existing policy. As a result, the Board directed that staff specifically identify areas at each venue for free speech.

The proposed policy revisions include a map that specifically identifies zones on property where free speech activity can occur without leading to conflicts with recreational activity, as well as avoids conflict with vehicular traffic. Additionally, the policy includes language that designates areas for signature gathering, which the District is required to provide at each public building that is open to the general public, either inside or outside of the building, in accordance with NRS 293.127565. In addition to the mapped areas, the policy revisions require the Diamond Peak Ski Resort General Manager to designate within Diamond Peak a

suitable location, inside the main lodge or outside on the main lodge deck, for the conduct of signature gathering activities.

Importantly, the existing policy designates portions of Ski Beach, Incline Beach, and Burnt Cedar Beach as public forums. In *Wright v. Incline Village General Improvement District*, 665 F.3d 1128 (9th Cir. 2011), the Ninth Circuit determined that these beaches (as well as Hermit Beach) are not traditional public forums, and that exclusion of persons who do not live within IVGID's 1968 boundaries does not violate any rights under the First or Fourteenth Amendments. The existing policy does not mention Hermit Beach. Since IVGID presently limits access to all four of these beaches in accordance with the restrictive covenants of the Beach Deed and Ordinance No. 7, Policy Number 136 should be revised to list Ski Beach, Incline Beach, Burnt Cedar Beach, and Hermit Beach as non-public forum areas, to comport with how access is already controlled under other IVGID policies and to avoid any potential for public confusion.

Additionally, Diamond Peak is proposed to be listed as a non-public forum. Most of the areas at Diamond Peak are restricted to users who have paid for lift-access, except for some limited public accommodations at the Base Lodge and Skier Services Building. A ski resort would not normally be considered a traditional public forum under applicable case law, and it is unlikely that the District is required to designate an area of Diamond Peak for the purpose of conducting First Amendment activities while other more appropriate forums are available within IVGID for such activities.

IV. FINANCIAL IMPACT AND BUDGET

None anticipated.

V. ALTERNATIVES

Do not approve the proposed policy revisions.

VI. BUSINESS IMPACT

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

VII. ATTACHMENTS

1. Proposed Amended Policy
2. Current Policy



Policy and Procedure Number 136 Policy Concerning Access to District Property and the Use of District Facilities for Expression

PREAMBLE

The Incline Village General Improvement District (the "District") is a special purpose district existing under Chapter 318 of the Nevada Revised Statutes and Washoe County Ordinance.

The District owns real property and facilities that it uses to fulfill its special purposes, and those uses by the District take precedence over any other activity or use.

The District recognizes that public expression, speech and assembly is a fundamental right. The District must, however, balance the exercise of that fundamental right with its significant interests to:

- (a) satisfy its special purposes;
- (b) assure orderly conduct;
- (c) protect the rights of persons authorized to use District real property and facilities to the unique recreational experiences provided by the natural environment of such real property and facilities;
- (d) protect and preserve the unique environment on which the various District properties and facilities reside;
- (e) reasonably provide an opportunity for access to the District community for expression; and,
- (f) reasonably protect persons entitled to use District real property and facilities from activities or practices which would make them involuntary audiences, or which are inappropriate to the purpose and enjoyment of a specific real property and facility.
- (g) Ensure the safety of the staff and the public.



Policy and Procedure Number 136 Policy Concerning Access to District Property and the Use of District Facilities for Expression

Through this Policy, the District designates public forum areas within its real property and facilities, and encourages any individual or group to use such designated public forum areas for the exercise of expression, speech and assembly, in accordance with this Policy. The District will not further regulate such exercise except as consistent with applicable law. In order to preserve the peace, however, and to promote the significant interests of the District, including those listed above, the District may make reasonable, lawful rules and regulations with respect to the time, place and manner of any use of its real property and facilities for purposes of expression, speech and assembly.

DESIGNATION OF PUBLIC FORUM AREAS

The District designates as public forum areas the following areas of the real properties and facilities listed on Exhibit 1 to this Policy as locations where assemblies may take place. The locations are further identified in Map 1. A copy of this Policy and Exhibit 1, which Exhibit is made a part of this Policy, shall be available at each such real property and facility, and shall also be available at the District Administrative Office.

The designated public forum areas as described above for the real properties and facilities listed on Exhibit 1 are areas where all persons may exercise the activities of expression, speech and assembly, to the extent permitted by law and this Policy and any rules and regulations which the District may adopt. Such activities must be consistent with the maintenance and operation of District real properties and facilities, and must not interfere with the intended use of such facilities, or with parking, the flow of vehicular



Policy and Procedure Number 136 Policy Concerning Access to District Property and the Use of District Facilities for Expression

traffic, and ingress to and egress from the property and all buildings and facilities. Such activities must not create an imminent health or safety hazard or result in a violation of the privacy or rights of others. The location and size of the designated public forum areas with respect to each real property and facility listed on Exhibit 1 reflects an appropriate balance of the significant interests of the District with the recognized right of expression, speech and assembly.

While it is the District's intention to assure use of the designated public forum areas as described in this Policy for each real property and facility listed on Exhibit 1 for the purpose of expression, speech and assembly, some of the real properties and facilities may have existing practical limitations. The District may make additional reasonable rules and regulations for the use of each real property and facility as it determines to be necessary.

NON-PUBLIC FORUM AREAS

The portions of the District real properties and facilities listed on Exhibit 1 and not designated in this Policy as a public forum area, and all other District real properties and facilities, including without limitation, the real properties and facilities described in Exhibit 2, where public access may be limited or restricted, are deemed to be and are designated as "non-public forum areas."

SPECIAL USE CASES

BOARD MEETING ROOM

The meeting room at the District Administrative Office in which the Board of



Policy and Procedure Number 136 Policy Concerning Access to District Property and the Use of District Facilities for Expression

Trustees of the District conducts its meetings is also available for expression, speech and assembly during the public comment period consistent with the conduct of the Board's business during such meetings and with the provisions of NRS § 241.020(3), related to restrictions on public comment.

SIGNATURE GATHERING

NRS 293.127565 requires that each public building that is open to the general public, the District designate an area for the use of any person to gather signatures on petitions, and that such area must be reasonable and may be inside or outside of the building. The District hereby designates those locations set forth in Exhibit 1 to be used for signature gathering. In addition, the Diamond Peak Ski Resort General Manager shall designate within Diamond Peak a suitable location, inside the main lodge or outside on the main lodge deck, for the conduct of signature gathering activities.

The District Clerk shall on an annual basis file a copy of this policy designating areas available for signature gathering with the Secretary of State and the county clerk in compliance with requirements under NRS 293.127565. Notifications required by NRS 293.127565 to use such areas shall be made to the District Clerk.



**Policy and Procedure Number 136
Policy Concerning Access to District Property and
the Use of District Facilities for Expression**

EXHIBIT 1

LOCATIONS AND MAPS OF PROPERTIES

WITH DESIGNATED PUBLIC FORUM AREAS

1. Administration Building – per Map 1 – Southeast area identified
2. Recreation Center – per Map 1 – the median on the east side of the parking lot
3. Chateau – per Map 1 – the median nearest the practice putting area
4. Preston Field – per Map 1 – Northwestern location of the parking lot
5. Mountain Golf Course – per Map 1 — the median on the north end of the parking lot
6. Aspen Grove—Village Green – per Map 1 — the northwest corner of the parking lot
7. Skateboard Park – per Map 1 — the southern area of the park



**Policy and Procedure Number 136
Policy Concerning Access to District Property and
the Use of District Facilities for Expression**

EXHIBIT 2

NON-PUBLIC FORUM AREAS

1. Public Works Building
2. Water Treatment Plant
3. Wastewater Treatment Plant
4. Wetlands Effluent Disposal Facility
5. Sewer Pumping Station
6. Water Pumping Stations
7. Spooner Effluent Pumping Station
8. Water Storage Reservoirs and Tanks
9. Parks Storage Building
10. Overflow Parking Lot
11. Diamond Peak
12. Tennis/Pickleball Center
13. Ski Beach, Incline Beach, Burnt Cedar Beach, and Hermit Beach
14. Ridgeline Ball Parks



**Policy and Procedure Number 136
Policy Concerning Access to District Property and
the Use of District Facilities for Expression**

Certification: I, Heidi H. White, Clerk of the Board of Trustees, do hereby certify, by my signature below, that on May __, 2024, the Incline Village General Improvement District Board of Trustees heard Policy and Procedure Number 136, a true and correct copy of aforementioned is attached hereto, as a General Business Item and that this Policy and Procedure Number 136, was adopted by a _____ vote of said Board of Trustees.

May __, 2024

Heidi H. White, Clerk to the Board of Trustees

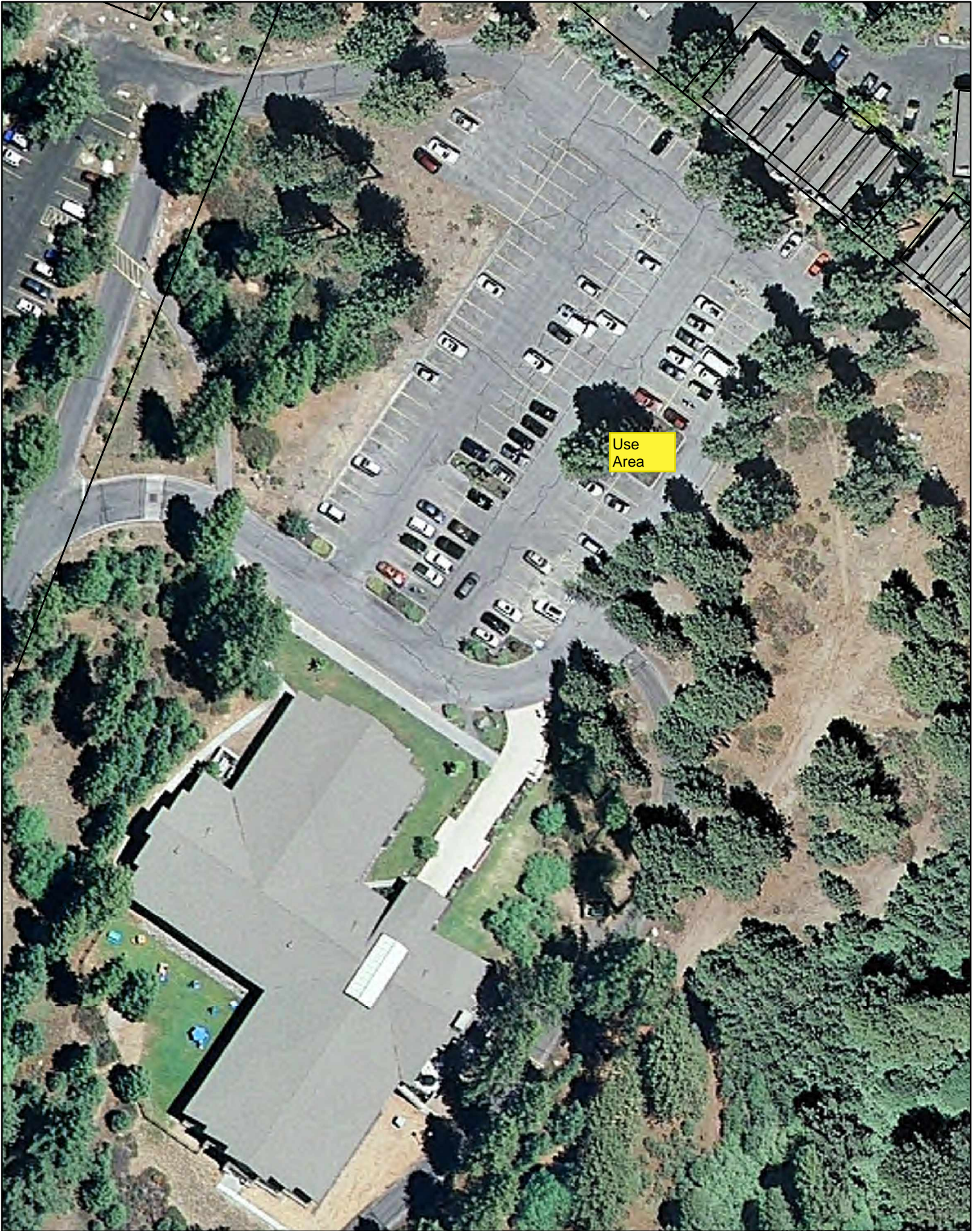


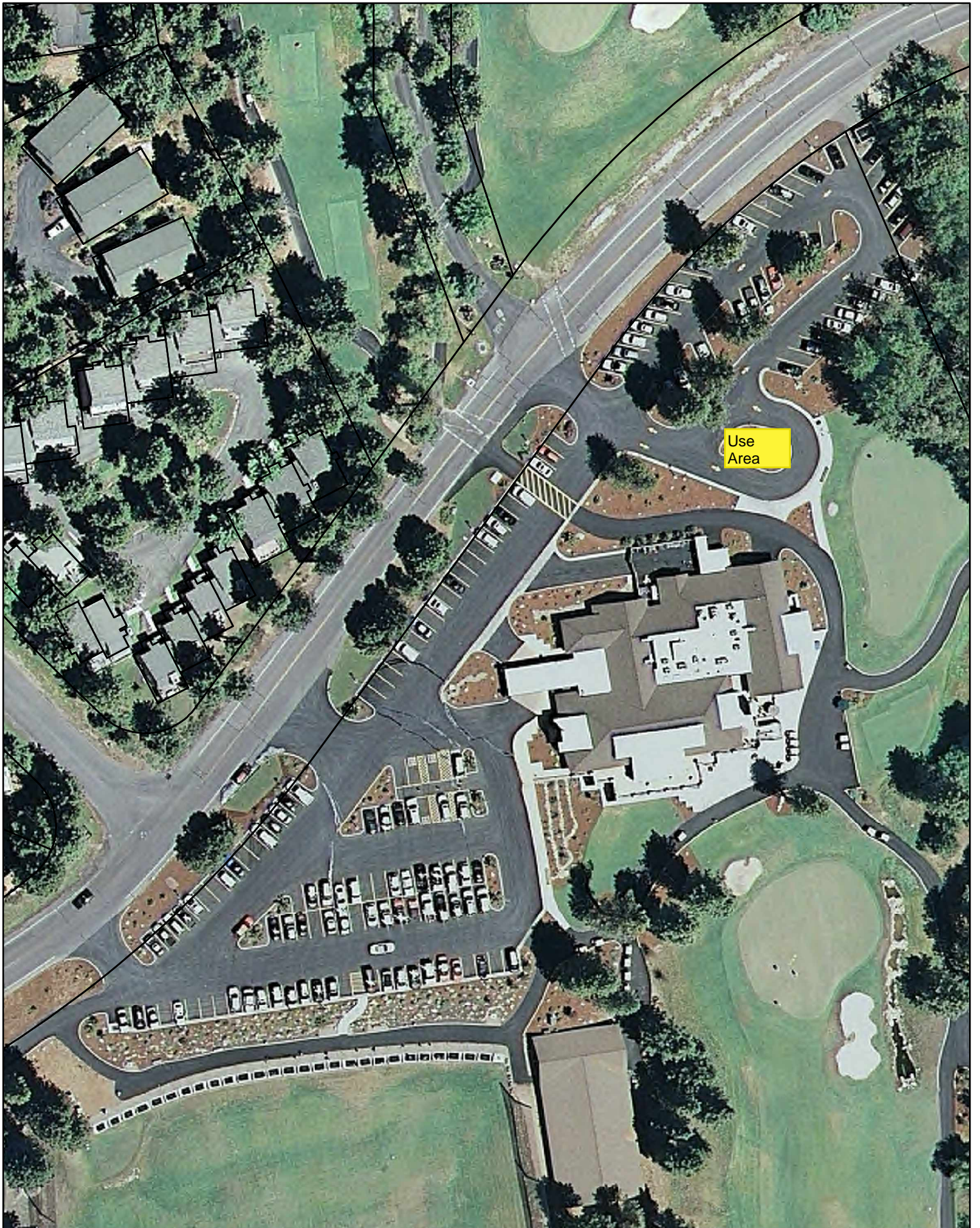
Use
Area

*ANNE VORDERBRUGEN BUILDING
IVGID ADMINISTRATION
893 SOUTHWOOD BLVD.*

Not to Scale

EXHIBIT 1, MAP 1





Use Area





Use Area





Use
Area





Use Area

*ASPEN GROVE
960 LAKESHORE BLVD.*

EXHIBIT 1, MAP 11





Use Area



**Policy and Procedure Number 136
Policy Concerning Access to District Property and
the Use of District Facilities for Expression**

PREAMBLE

The Incline Village General Improvement District (the "District") is a special purpose district existing under Chapter 318 of the Nevada Revised Statutes for the purposes of providing curbs, gutters, sidewalks, storm drainage, sewer disposal, water supply and recreational facilities.

The District owns real property and facilities that it uses to fulfill its special purposes, and those uses by the District take precedence over any other activity or use.

The District recognizes that public expression, speech and assembly is a fundamental right. The District must, however, balance the exercise of that fundamental right with its significant interests to:

- (a) satisfy its special purposes;
- (b) assure orderly conduct;
- (c) protect the rights of persons authorized to use District real property and facilities to the unique recreational experiences provided by the natural environment of such real property and facilities;
- (d) protect and preserve the unique environment on which the various District properties and facilities reside;
- (e) reasonably provide an opportunity for access to the District community for expression; and,
- (f) reasonably protect persons entitled to use District real property and facilities from activities or practices which would make them involuntary audiences, or which are inappropriate to the purpose and enjoyment of a specific real property and facility.



Policy and Procedure Number 136 Policy Concerning Access to District Property and the Use of District Facilities for Expression

Through this Policy, the District designates public forum areas within its real property and facilities, and encourages any individual or group to use such designated public forum areas for the exercise of expression, speech and assembly, in accordance with this Policy. The District will not further regulate such exercise except as consistent with applicable law. In order to preserve the peace, however, and to promote the significant interests of the District, including those listed above, the District may make reasonable, lawful rules and regulations with respect to the time, place and manner of any use of its real property and facilities for purposes of expression, speech and assembly.

DESIGNATION OF PUBLIC FORUM AREAS

The District designates as public forum areas the following areas of the real properties and facilities listed on Exhibit 1 to this Policy: the parking lots, the walkways within and adjacent to the parking lots, and the sidewalks adjacent to any public entrance to any building open to the public, located on such listed real properties and facilities. A copy of this Policy and Exhibit 1, which Exhibit is made a part of this Policy, shall be available at each such real property and facility, and shall also be available at the District Administrative Office.

The designated public forum areas as described above for the real properties and facilities listed on Exhibit 1 are areas where all persons may exercise the activities of expression, speech and assembly, to the extent permitted by law and this Policy and any rules and regulations which the District may adopt. Such activities must be consistent with the maintenance and operation of District real properties and facilities, and must not interfere with the intended use of such facilities, or with parking, the flow of vehicular traffic, and ingress to and egress from the



Policy and Procedure Number 136 Policy Concerning Access to District Property and the Use of District Facilities for Expression

property and all buildings and facilities. Such activities must not create an imminent health or safety hazard or result in a violation of the privacy or rights of others. The location and size of the designated public forum areas with respect to each real property and facility listed on Exhibit 1 reflects an appropriate balance of the significant interests of the District with the recognized right of expression, speech and assembly.

While it is the District's intention to assure use of the designated public forum areas as described in this Policy for each real property and facility listed on Exhibit 1 for the purpose of expression, speech and assembly, some of the real properties and facilities may have existing practical limitations. The District may make additional reasonable rules and regulations for the use of each real property and facility as it determines to be necessary.

BOARD MEETING ROOM

The meeting room at the District Administrative Office in which the Board of Trustees of the District conducts its meetings is also available for expression, speech and assembly consistent with the conduct of the Board's business during such meetings and with the provisions of N.R.S. § 241.020(3).

NON-PUBLIC FORUM AREAS

The portions of the District real properties and facilities listed on Exhibit 1 and not designated in this Policy as a public forum area, and all other District real properties and facilities, including without limitation, the real properties and facilities described in Exhibit 2, where public access may be limited or restricted, are deemed to be and are designated as "non-public forum areas."



**Policy and Procedure Number 136
Policy Concerning Access to District Property and
the Use of District Facilities for Expression**

Certification: I, Susan A. Herron, Clerk of the Board of Trustees, do hereby certify, by my signature below, that on April 30, 2008, the Incline Village General Improvement District Board of Trustees heard Policy and Procedure Number 136, a true and correct copy of aforementioned is attached hereto, as a General Business Item and that this Policy and Procedure Number 136 was adopted by a unanimous vote of said Board of Trustees.

April 30, 2008

A handwritten signature in black ink that reads "Susan A. Herron". The signature is written in a cursive style with a horizontal line underneath the name.

Susan A. Herron, Clerk to the Board of Trustees



**Policy and Procedure Number 136
Policy Concerning Access to District Property and
the Use of District Facilities for Expression**

EXHIBIT 1

LOCATIONS AND MAPS OF PROPERTIES

WITH DESIGNATED PUBLIC FORUM AREAS

1. Administration Building
2. Recreation Center
3. Tennis Complex
4. Chateau
5. Diamond Peak
6. Preston Field
7. Mountain Golf Course
8. Burnt Cedar Beach
9. Incline Beach
10. Ski Beach
11. Aspen Grove—Village Green
12. Skateboard Park



**Policy and Procedure Number 136
Policy Concerning Access to District Property and
the Use of District Facilities for Expression**

EXHIBIT 2

NON-PUBLIC FORUM AREAS

1. Public Works Building
2. Water Treatment Plant
3. Wastewater Treatment Plant
4. Wetlands Effluent Disposal Facility
5. Sewer Pumping Station
6. Water Pumping Stations
7. Spooner Effluent Pumping Station
8. Water Storage Reservoirs and Tanks
9. Parks Storage Building
10. Overflow Parking Lot