

# 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 March 13, 2024 in the Boardroom, 893 Southwood Boulevard, Incline Village, Nevada.

Public comment is allowed and the public is welcome to make their public comment via telephone 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 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:** District General Manager's Monthly Status Report – *pages 4 - 24*
  2. **SUBJECT:** Report on the Beach Year End Food and Beverage Actuals Results. (Requesting Staff Member: Assistant Director of Finance Adam Cripps) – *pages 25 - 28*
  3. **SUBJECT:** Treasurers Report - January 2024 Activities District Treasury Report. (Requesting Board Member: Trustee Raymond Tulloch) – *pages 29 - 85*
- F. CONSENT CALENDAR (for possible action)
1. **SUBJECT:** Approval of the Meeting Minutes for February 28, 2024. – *pages 86 - 160*
  2. **SUBJECT:** Discuss and Approve Revisions to Board Policy 22.1.0 - Disclosure of External Entity Involvement. (Requesting Staff Member: General Manager Bobby Magee) – *pages 161 - 166*
- G. GENERAL BUSINESS (for possible action)
1. **SUBJECT:** Review, Discuss and Possibly Approve the Augmentation and the Appropriation of FY 2023/24 Operating Budget 20002224-7510 in the Amount of \$300,000 from the Utilities Reserve Fund to Cover Costs of Water Main Repairs; **and**, Defunding \$400,000 from the FY 2023/24 CIP #2299DI1702 - Water Pump Sta. 2-1 Improvements, Account Number - 20002299-8120 and Reappropriating \$400,000 to CIP #2299DI2603 - Residential Meter and Electronics Replacement, Account Number - 20002299-7510. to Fund the Procurement of Additional Water Meter Registers and Transponders. (Requesting Staff Member: Interim Director of Public Works Kate Nelson)  
– *pages 167 - 170*

## Incline Village General Improvement District

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

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

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# NOTICE OF MEETING

Agenda for the Board Meeting of March 13, 2024 - Page 2

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

1. Augment and Appropriate the FY 2023/24 Operating Budget 20002224-7510 in the Amount of \$300,000 from the Utilities Reserve Fund; and,
  2. Defund \$400,000 from the FY 2023/24 CIP #2299DI1702 - Water Pump Sta. 2-1 Improvements, Account Number - 20002299-8120 and Reappropriate \$400,000 to CIP #2299DI2603 - Residential Meter and Electronics Replacement, Account Number - 20002299-7510.
2. **SUBJECT:** Review, Discuss and Possibly Approve the Agreement for Services for Water Resource Recovery Facility Controller, Nitrite/Nitrate/Ammonia Sensors and Related Hardware - FY 2023/24 Public Works; Utilities; Sewer; CIP #2599SS1102 Water Resource Recovery Facility Improvements; Vendor: Xylem dba YSI Incorporated, in the Amount of \$135,800.00 **and** Appropriate \$8,000 from the Utility Reserve Fund to CIP #2599SS1102 Water Resource Recovery Facility Improvements for the FY 2023/24 Budget. (Requesting Staff Member: Interim Public Works Director Kate Nelson).  
– *pages 171 - 190*

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

1. Make the Following Findings: The District's Purchase of the Following Water Resource Recovery Facility Equipment: Xylem DBA YSI Incorporated, Optical UV Nitrite/Nitrate/Ammonia Sensors and 20 Channel Terminal Controller and Related Hardware are Exempt from Competitive Solicitation for the Following Reasons: NRS 332.115.1 (c) and (d); and,
  2. Approve the Agreement for Services with Xylem DBA YSI Incorporated for the Total Amount of \$135,800.00; and,
  3. Augment the FY 2023/24 CIP #2599SS1102 Water Resource Recovery Facility Improvements by Appropriating \$8,000 from the Utility Reserve Fund; and,
  4. Direct the Interim Director of Public Works to Sign and Execute the Agreement.
3. **SUBJECT:** Review, Discuss and Possibly Authorize Staff to Execute an Agreement with Active Network for a Point of Sale Software Assessment in the Not to Exceed Amount of \$267,500 **and** Approve the Augmentation of the FY23/24 Operating Budget and Additional Appropriation in the amount of \$227,375 from the Community Services Fund Balance (Fund 300) and FY23/24 Operating Budget Augmentation and Appropriation in the Amount of \$40,125 from the Beach Fund Balance (Fund 390). (Requesting Staff Member: Director of Information Technology Mike Gove and Assistant Director of Finance Adam Cripps **and** Requesting Trustee: Sara Schmitz) – *pages 191 - 306*

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# NOTICE OF MEETING

Agenda for the Board Meeting of March 13, 2024 - Page 3

*Recommendation for Action:* Review, Discuss and Possibly Authorize Staff to Execute an Agreement with Active Network for a Point of Sale Software Assessment in the Not to Exceed the Amount of \$267,500 **and** Approve the Augmentation of the FY23/24 Operating Budget and Additional Appropriation in the Amount of \$227,375 from the Community Services Fund Balance (Fund 300) and Approve the Augmentation of the FY23/24 Operating Budget and Additional Appropriation in the Amount of \$40,125 from the Beach Fund Balance (Fund 390). (Requesting Staff Member: Director of Information Technology Mike Gove and Assistant Director of Finance Adam Cripps **and** Requesting Trustee: Sara Schmitz)

- H. REDACTIONS FOR PENDING PUBLIC RECORDS REQUESTS (for possible action)
- I. LONG RANGE CALENDAR
  - 1. **SUBJECT:** Review Long Range Calendar 03-13-2024– *pages 307 - 310*
- J. BOARD OF TRUSTEES UPDATE
- K. FINAL PUBLIC COMMENTS - Limited to a Maximum of Three Minutes in Duration.
- L. ADJOURNMENT (for possible action)

## CERTIFICATION OF POSTING OF THIS AGENDA

I hereby certify that on or before 9:00 a.m. on Friday, March 8, 2024, a copy of this agenda (IVGID Board of Trustees Session of March 13, 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](http://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](mailto:hwh@ivgid.org)/phone # 775-832-1268)

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

*Notes: Items on the agenda may be taken out of order; combined with other items; removed from the agenda; moved to the agenda of another meeting; moved to or from the Consent Calendar section; or may be voted on in a block. Items with a specific time designation will not be heard prior to the stated time, but may be heard later. Those items followed by an asterisk (\*) are items on the agenda upon which the Board of Trustees will take no action. Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to call IVGID at 832-1100 at least 24 hours prior to the meeting. **IVGID'S agenda packets are available at IVGID's website, [www.yourtahoeplace.com](http://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 - February 2024.

**DATE:** March 13, 2024

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**District General Manager Verbal Update**

**Venue Status Reports**

Venue status reports are attached for February 2024.

**Public Records Log**

Public Records Log for August 14, 2023 to March 8, 2024, is attached to this report.

**III. ATTACHMENTS**

February 2024 Venue Status Reports  
Public Records Request Log

## MEMORANDUM

**TO:** Bobby Magee  
General Manager

**FROM:** Adam Cripps  
Assistant Director of Finance

**SUBJECT:** Status Report for February 2024 – Finance/Accounting

**DATE:** March 13, 2024

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### Finance and Accounting

Audit for the Year Ended June 30, 2023 The Accounting team continues to work daily with providing additional documents and supporting information to Davis Farr. While Davis Farr continues their work towards completion, staff has prioritized this item and continues to provide documents and information as expediently as possible in order to complete the project. Current expectations are that Davis Farr will be able to produce an opinion on or before March 27, 2024.

Forensic Audit February 6, 2024 the contract with RubinBrown for the forensic audit was fully executed with the first Provided by Client (PBC) request being received by staff February 8, 2024.

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 Year to Date Budget Reporting – After the completion of the Budget Entry training, the internal budget team within the Finance Department has gone back out to staff for additional trainings which allow for departments and divisions to begin to run their own reports in respects to their budgets and actuals. This updated ability allows for departments, in conjunction with Finance, to better manage their budgeted resources, while maintaining compliance with the use of those resources.
- 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 is increasingly so with the expansion of year to date budget reporting to the departments.

*One District – One Team*

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. Actions to be taken in order to complete this task will include, interviews with staff along with an in-depth review of current policies in place with the District. Finance has begun to receive some foundational work to review.

Financial Transparency, a specific section within IVGID's website has begun to receive regular updates to the *Weekly Payment of Bills* and *District Financials* sections.

Finally, the Finance team, working with Human Resources continues the recruitment for the vacant Revenue Technician, Payroll Generalist and Senior Accountant positions.

## MEMORANDUM

**TO:** Bobby Magee, General Manager  
**FROM:** Erin Feore, Director of Human Resources  
**SUBJECT:** Monthly Venue Manager Status Report  
**DATE:** March 7, 2024

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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 positions:

### **Filled**

General Manager – Golf Operations  
Collections/Distribution Operator  
Facilities Operations – Lead  
Parks & Recreation – Administrative Specialist

### **Openings**

HR/Recruitment Assistant  
Senior Accountant  
Payroll Generalist  
District General Manager (filled in March, 2024)  
Revenue Office Technician

Although the information above reflects the positions filled in February, the HR Department is very excited to welcome Bobby Magee to the role of District General Manager. We look forward to partnering with him as we dive into some of our biggest projects: Implementation of the Tyler/Munis portal for Applicant Tracking Services; revision and update of the District Personnel Policies; creation and implementation of District wide training programs – just to name a few.

During these winter months, our Talent Acquisition Specialist works with regional partners to identify job fairs and employment related conferences (EDawn, for example). Following the most recent EDawn (Economic Development Authority for Western Nevada, held in Reno) she was able to provide the HR Department with invaluable data to include\*:

- Nevada ranked #1 in the nation for job growth with a 3.1% job growth between 2022-2023.
- Between 2021-2022, Reno's population grew to welcome approximately 25,000 new residents. Of these new residents, approximately 47.5% are estimated to be from California.
- As of December, 2023 – the median sale price for homes in Washoe County was \$505,000. This is a slight decrease from 2022's end of year estimate for median home prices.
- The average cost of rent in Northern Nevada is \$1,798/month and there is estimated to only be a 5.3% vacancy rate for rental properties.
- In 2023, 12 new manufacturing companies moved to Northern Nevada while 4 other existing manufacturing companies expanded their operations. In total of the 16 employers, 7 report an average hourly wage of \$40.00 for their employees.

\*We feel these are important stats to watch and consider, as we analyze our staffing needs and compensation packages.

The February 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, 2022	343		24	319	331	6.997
February, 2022	329		22	307	318	6.687
March, 2022	321		48	273	297	14.953
April, 2022	278		47	231	254.5	16.906
May, 2022	273		7	266	269.5	2.564
June, 2022	308		17	291	299.5	5.519
July, 2022	292		18	274	283	6.164
August, 2022	308		32	276	292	10.390
September, 2022	288		16	272	280	5.556
October, 2022	287		25	262	274.5	8.711
November, 2022	379		4	375	377	1.055
December, 2022	459		9	450	454.5	1.961
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

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.

**Safety & Training:**

The Senior HR Analyst/Safety Supervisor conducted 12 District trainings (to include District Orientation and Customer Service trainings). The Senior Analyst and Safety Specialist worked together on evaluating additional safety specific resources and policies, to include: investigation documentation & policies, AED stations and emergency response plans.

## MEMORANDUM

**TO:** Bobby Magee  
District General Manager

**FROM:** Kate Nelson  
Interim Director of Public Works

**SUBJECT:** Public Works February 2024 Monthly Report

**DATE:** March 6, 2024

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***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 \(yourtahoepace.com\)](#)

***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

- Capital Investment Committee – Snowflake Lodge Needs Assessment Update/Owner's Programing, 5 YR CIP review
- Hold for Funding/Permitting/Contract – Bike Park
- RFP/RFQ – Skate Park Enhancement, Rec Center HVAC Evaluation
- Planning – 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, Alder Ave Waterline Replacement
- 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 (5/1/24), Effluent Export Pipeline (5/1/24)
- 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:***

- Water Production – Total 27.082 MG, Daily Avg 0.897 MGD, Daily Max 1.292 MGD
- Wastewater Processed - 28.663 MGD, 0.988 MGD Daily Avg., 1.130 MGD Daily Max
- Total Call Outs – 15

***Pipeline:***

- Water Leak Repairs – 3 (Hwy 28 at Christmas Tree Village\*, 6" near Skate Park, 834 Tyner\*\*)
- Fire Hydrant Repair - 0

- Export Line – inspected ARVs along Hwy 28
- After Hour Service Calls – 6 (12 hrs OT)
- Change out 37 meter transponders – work being done by meter reader with assistance as needed by pipeline
- Snow Removal at District Venues (196 hours)

**Compliance:**

- Backflow tests – 57
- Plan Checking – 38

**Waste Not:**

- HHW & E-Waste – Closed for Season – RFQ for collection and removal of waste for each collection event is currently open
- Solid Waste Ordinance 1 Violations February: 1 reviewed by staff
- Staff updated the Emergency Action Plan for 2024
- Staff produced the 2024 Hazardous Waste Emergency Response Plan

**Fleet:**

- Preventative Maintenance Hours – 339
- Corrective Maintenance Hours – 337
- CIP Projects Hours – 0

**Laboratory:**

- Potable Water Testing
  - System Samples Taken – 15
    - Total Coliform (#CFU/100mL) – 0
    - Avg. Total Res CL2 (mg/L) – 0.89
  - Outside Samples Taken – 1
  - WasteNot Water Quality Samples Taken – 1
- Wastewater Testing
  - Bacteriological Samples (Spooner Pump Station) – 4
  - Monthly Avg. Total Res CL2 (Spooner Pump Station) – 3.5 mg/L
  - Total Monthly TSS Analysis – 4
  - Total Monthly BOD Analysis – 4
  - Total Phosphorus Analysis - 1

**Major Capital Improvement Project Status**

- Effluent Pipeline Replacement Project GMP 2
  - CMAR Contract approved by Board 12/13/23
  - RFQ for Inspection and Testing Services Award BOT 4/10/24
- Effluent Storage Tank Project
  - BOT 2/28/24 Approved to move forward with CMAR
  - CMAR Agreement to BOT
- Incline Beach House
  - BOT 2/28/24 BOT Approved 30% Design Build for Incline Beach House and Access Improvements
- Skate Park Enhancement
  - Award of Design Build to BOT 4/10/2024

**\*868 Tahoe Blvd 02.20.24** – a lead at a waterline service lateral was discovered. Water needed to be shut off to the east portion of the Christmas Tree Village. Two food establishment businesses were impacted – Crosby's and Thania's Juice Bar. A precautionary boil water notice was issued and Nevada Division of Environmental Protection (NDEP) and Northern Nevada Public Health (NNPH) were notified. Food establishments are not allowed to operate if under a precautionary boil water notice. IVGID Laboratory staff collected bacteriological (BacT) samples two consecutive days (2/20 & 2/21). All samples passed and the precautionary boil water notice was lifted.

**\*\*834 Tyner Way Water Service Lateral Leak 2/29/2024** – at approximately 04:50 Pipeline On-Call person was notified of a water leak near 830 Tyner Way. 06:00 water pumps turned off (approximate 70 homes without water). 06:30 the pipeline crew headed out to expose the leak. Washoe County Roads and Sherriff's office offered assistance. IVGID Risk Manager and Safety Specialist were contracted to work with the property owner of 603 Lariat Circle. Nevada Division of Environmental Protection (NDEP) and Northern Nevada Public Health (NNPH) were notified that IVGID would be issuing a precautionary boil water notice to approximately 70 homes. IVGID Staff posted notices to all effected residences. The paved road had multiple locations of failure and only one way traffic was allowed. Pipeline crew excavated and exposed the 14" AC watermain and the leak had developed from a failed service saddle. Pipeline crew had the repair completed and all but one home's water was restored by 12:45. IVGID laboratory staff collected 3 bacteriological (BacT) samples at 12:50. The last house had its water restored by 15:00. Pipeline crew had the excavation backfilled by 16:30, and the Washoe County Road Department crew used asphalt grindings from the Washoe County yard and compacted the road to a passable condition. 16:30 water pumps were turned back on and began to fill the reservoirs. On March 1, 2024, IVGID laboratory staff returned to collect the second set of BacT samples for testing. On March 2, 2024 the precautionary boil water notice was rescinded, all effected residences, NDEP and NNPH were notified.





## M E M O R A N D U M

**TO:** Bobby Magee  
District General Manager

**FROM:** Mike Bandelin  
Diamond Peak Ski General Manager

**SUBJECT:** Venue Status Report – Ski Venue – February 2024

**DATE:** March 14, 2024

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### Season to Date Update

December 7<sup>th</sup> - Opening day – 3 lifts with 4 trails  
December 16<sup>th</sup> - Opened Lakeview ski lift including Ridge and Popular trails  
December 23<sup>rd</sup> - Peak period begins. Opened Penguin, Freeway and Dusty's trails added Redfox ski lift  
January 6<sup>th</sup> - Opened Wiggle trail  
January 7<sup>th</sup> - Peak period ends, opened Luggis and Powder trails  
January 13<sup>th</sup> – Opened Lightning, Diamond Back, Battle Born and Showoff trails  
January 13<sup>th</sup> – Crystal lift delayed opening 11:30 am (icing), opened Flume and Spillway trails  
January 14<sup>th</sup> – Crystal lift delayed opening 11:00 am (icing)  
January 17<sup>th</sup> – Opened lakeview and FIS trails  
January 17<sup>th</sup> – 100% of the developed terrain open  
February 10<sup>th</sup> – U10 ski race on Showoff  
February 11<sup>th</sup> - U10 ski race on Showoff  
February 17<sup>th</sup> – Presidents week peak period begins  
February 25<sup>th</sup> - Presidents week peak period ends

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 February totals 107,403 as compared to 67,401 for the same period last season. The February visit count for this season is 43,586 compared to 26,688 February 2023.

For Presidents week, the visit count was 22,228 as compared to the previous holiday week of 13,110 visits.

Snowmaking operations at the venue have concluded for the season at the end of January.

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 awaiting the delivery of replacement equipment to the ski venue in March. Upon receipt of the equipment staff will move the equipment to the pump house to be staged. The fabrication contractor is planning on mobilizing to the site with their equipment in March. 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 late spring early summer.

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 January.

Diamond Peak Ski Venue							
Service Measure Units	Budget FY2023-24	PY Actual Feb. 2023	CY Actual Feb. 2024	Variance PY vs. CY	PY YTD Actual	CY YTD Actual	% of Forecast
<b>02/01/2024 - 02/29/2024</b>							
Opening Date	12/7/2023	12/3/2022	12/7/2023				
Closing Date	4/14/2024				5/1/2024		
Operating Days	130	28	29	1	88	85	65%
Skier Visits	130,000	26,688	43,709	17,021	67,401	107,526	83%
PPH Lift Tickets	9,000	3,054	3,139	85	9,205	7,170	80%
Non PPH Lift Tickets	42,517	11,435	9,205	(2,230)	31,968	26,788	63%
PPH Season Passes YTD	3,900	4,351	4,231	(120)	4,351	4,231	108%
Non PPH Season Passes YTD	4,195	4,079	4,567	488	4,079	4,567	109%
Food & Beverage Guest Checks	93,700	22,108	24,773	2,665	59,604	59,662	64%
Rental Equipment Units	28,300	5,035	5,087	52	13,634	12,917	46%
Child Ski Center Lessons Taught	5,450	1,053	1,230	177	2,577	2,958	54%
Ski and Ride Center Lessons Taught	10,850	2,225	2,108	(117)	3,927	5,302	49%

Picture pass holder lift tickets increased by 3% for the period as compared to January 2023. Non PPH tickets sold showed a decrease of 20% for the period or a decrease of 16% year to date.

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

Picture pass lift tickets sold in February increased by 3% as compared to the to the prior February and are down 22% YTD.

Non PPH Lift tickets showed a decrease in sales by 20% for the month as well as a decrease YTD by 16%.

Equipment Rental units sold are showing a 5% decrease YTD compared to the previous period. Children lessons have increased by 17% in February and 15% YTD.

Adult ski and snowboard lesson have also increased by 5% from the previous February period and sales of lesson products indicate a 35% increase YTD.

**Public Records Request Log**

**Friday, March 8, 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
		Complete	Monday, August 14, 2023	Abel, Mike	Kaye Shackford and Mattford Group	8/18/2023		
		Complete	Tuesday, August 22, 2023	Wells, Kristie	Emails: Carey, etc and re: Dobler	9/8/2023		
		Complete	Tuesday, August 22, 2023	Wells, Kristie	Emails: GSG etc. 8/1/2016 to 8/22/2023	9/8/2023		
		Complete	Wednesday, August 23, 2023	Krolick, Gail	Emails: Carey and Dobler re suspension	9/8/2023		
		Complete	Thursday, August 24, 2023	Solt, Jasen	S&W easement documents – Cal Neva	9/5/2023		
		Complete	Monday, August 28, 2023	Riner, Dr. Myles	Mick Homan's recent resignation letter	8/28/2023		
		Complete	Friday, September 8, 2023	Dobler, Cliff	Emails: Kahrs to BOT re ltr from Dee Carey	9/13/2023		
		Complete	Monday, September 11, 2023	Katz, Aaron	NVEnergy replacement – helicopter charges	9/12/2023		
		Complete	Monday, September 11, 2023	Barth, Megan	Banking information, reconciliations, salaries and benefits, general ledger, notary	9/12/2023		
		Complete	Monday, September 11, 2023	Hicks, Joshua	Golf Genius emails	10/24/2023		
		Complete	Tuesday, September 19, 2023	Becker, Mary	Employment Contracts for Dobler, Schmitz, Dent and Tulloch	9/19/2023		
		Complete	Wednesday, September 20, 2023	Dobler, Cliff	3 invoices: Granite Construction	9/21/2023		
		Complete	Thursday, September 21, 2023	Johnson, John	Vote Tally – Golf Advisory Committee	9/21/2023		
		Complete	Friday, September 22, 2023	Wright, Frank	Submittal by Trish McKowen read at the 09/19/2023 BOT meeting	9/27/2023		
		Complete	Monday, September 25, 2023	Dobler, Cliff	Invoices from Silver State Law	10/4/2023		
		Complete	Tuesday, September 26, 2023	Riner, Dr. Myles	Emails: Schmitz and Winquest during 09/1/2022 to 09/14/2022	9/26/2023		
		Complete	Tuesday, September 26, 2023	Dobler, Cliff	Correspondence between Granite and Silver State Law from 9/1/2022 to today related to CMAR contract only	9/26/2023		
		Complete	Wednesday, September 27, 2023	Katz, Aaron	Travel to Nat'l's Recreation and Parks Ass'n Convention in Dallas, TX in October 2023	10/2/2023		
		Complete	Monday, October 2, 2023	Usinger, Carolyn	Complaint Documentation from 7/12/2023 BOT Meeting			
		Complete	Monday, October 2, 2023	Usinger, Carolyn	Pricing Practice – Older Versions	10/2/2023		
		Complete	Thursday, October 5, 2023	Usinger, Carolyn	Personnel/HR Policies to include whistleblower, anti-discrimination and anti-bullying	10/9/2023		
		Complete	Monday, October 9, 2023	Dobler, Cliff	Emails from Carey to Dobler between 8/1/2020 to 1/31/21	10/9/2023		

**Public Records Request Log**

**Friday, March 8, 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
		Complete	Monday, October 9, 2023	Dobler, Cliff	Estimates – Engineering Department	10/26/2023		
		Complete	Thursday, October 12, 2023	Katz, Aaron	Senior Transportation	10/12/2023		
		Complete	Monday, October 16, 2023	Wells, Kristie	Emails – Schmitz to Golf Advisory Committee	10/23/2023		
		Complete	Friday, October 20, 2023	Katz, Aaron	TCF – Rockfest	11/1/2023		
		Complete	Tuesday, October 24, 2023	Becker, Mary	Emails – Schmitz and Krasner	10/25/2023		
		Complete	Tuesday, October 24, 2023	Courtney, Cindy	Agreement between IVGID and NVEnergy	10/24/2023		
		Complete	Thursday, October 26, 2023	Katz, Aaron	Lawn Mower service hours and service/maintenance records	10/26/2023		
		Complete	Friday, October 27, 2023	Homan, Mick	Emails on a variety of topics from 5/1/2023 to 8/1/2023			
		Complete	Friday, October 27, 2023	Dobler, Cliff	Listing of Kitchen Equipment from 8/9 Packet	10/30/2023		
		Complete	✓ Friday, October 27, 2023	Katz, Aaron	P-Card: 1/1/2019 to present: Allen, Riley and Rau	12/13/2023		Accounting/ Finance
		Complete	✓ Saturday, October 28, 2023	Dobler, Cliff	Brycon Contract and Amendment along with McCuen Construction bid	11/10/2023		
		Complete	Tuesday, October 31, 2023	Dobler, Cliff	Maintenance records for Championship Golf course equipment from 6/1/2019 to present	11/7/2023		
		Complete	Saturday, November 4, 2023	Katz, Aaron	Agreement for purchase/ sale of Sister Bay pool deck furniture. (Burnt Cedar Pool)	11/7/2023		Parks, Rec. & Beaches
23-099	4.5 hrs	Complete	✓ Sunday, November 5, 2023	Gumz, Joy	Fixes aset Physical Inventory and general ledger sheets for each department FY 2021 thru 2023	11/6/2025		Accounting/ Finance
23-100	1.5 hrs	Complete	✓ Sunday, November 5, 2023	Dobler, Cliff	Statement of qualifications from Byron and McCuen Construction RE: Diamond Peak Kitchen Equipment	11/10/2023		Public Works
23-101	1.5 Hours	Complete	✓ Thursday, November 9, 2023	Dobler, Cliff	Correspondence regarding 2018 conversation with Dobler and IVGID Employee	1/25/2024		Human Resources
23-102	30 min	Complete	✓ Saturday, December 23, 2023	Dobler, Cliff	Emails from Dobler to Herron stated in 10-01-2020 draft letter Dee Carey originally requested 11/9 and withdrawn	1/25/2024		Human Resources
23-103	30 min	Complete	✓ Thursday, November 9, 2023	Dobler, Cliff	request 10-06-2023 Dee Carey e-mails	1/25/2024		Human Resources
23-104	30 min	Complete	✓ Thursday, November 9, 2023	Dobler, Cliff	Request file on Cliff Dobler	1/25/2024		Human Resources
23-105	1.5 hrs	Complete	✓ Monday, November 13, 2023	Gumz, Joy	1) 12/15/2020 to 01/16/2022, fleet service records repair transaction cost detail	1/25/2024		Human Resources

**Public Records Request Log**

**Friday, March 8, 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
23-107	30 Minute	Complete	✓ Monday, November 13, 2023	Gumz, Joy	3) Labor distribution report for calendar year 2022 GL Detail	11/17/2023		Human Resources
23-108	30 Minute	Complete	✓ Wednesday, November 22, 2023	Dobler, Cliff	IVGID Request for Qualifications DP Coolers and Prep Reconfiguration	11/22/2023		Public Works
23-109		Complete withdrawn	✓ Monday, November 27, 2023	Wright, Frank	IVGID payments to IVCB Business Alliance (IVCBA) for the past three years.	11/28/2023		Parks, Rec. & Beaches
23-110	10 Minutes	Complete	Tuesday, November 28, 2023	Van Miltenburg, Jan Willem	Do PGA Members/ Professional golfers receive Reduced Green Fee	11/29/2023		Golf Course
23-111		Complete withdrawn	✓ Wednesday, November 29, 2023	Frank Wright	Who Authorized the use of IVGID logo	12/05/2023		Interim General Manager
23-112		Complete withdrawn	✓ Wednesday, November 29, 2023	Wright, Frank	Who gave permission to IVCBA to use the parking lot for Job Fair, who provided refreshments, etc. EMAIL 11/28 6:09	12/5/2023		Interim General Manager
23-113		Complete withdrawn	✓ Wednesday, November 29, 2023	Wright, Frank	who authorized our involvement and how much did it cost IVGID	12/5/2023		Interim General Manager
23-114		Complete No record	✓ Wednesday, November 29, 2023	Gumz, Joy	Provide the Date(s) the fixed Asset Physical Inventories were performed.	12/6/2023		Accounting/ Finance
23-115	1.5 hrs	Complete	✓ Monday, December 4, 2023	Miller, Judith	Table of Approved Positions for FY 22-23 including grade & class	12/4/2023		Human Resources
23-116	1.0 hrs	Complete	✓ Sunday, December 3, 2023	Dobler, Cliff	Executed Agreement between IVGID and Diamond Peak Ski Education Foundation	12/6/2023		Clerk
23-117	2.0 hrs	Complete	✓ Sunday, December 3, 2023	Dobler, Cliff	provide Opinion of Probable Construction Costs (OPPC)- July 2023 - Effluent Pipeline	12/7/2023		Public Works
23-118	1.0 hrs	Complete	✓ Sunday, December 3, 2023	Dobler, Cliff	Request - Agreement between IVGID and Federal Gov on the wetlands located in Douglas County	12/6/2023		Public Works
23-119	1.0 hrs	Complete	✓ Saturday, December 9, 2023	Wright, Frank	Request - Offer Letter to Ms. Herron for her promotion, signed by then GM Indra Winqest. Personnel Action Noticee submitted to Payroll for processing, Job Posting (document) for the Admin. Service Director re: where position was posted and dates posted	12/15/2023		Human Resources
23-120	2.0 hrs	Complete	✓ Sunday, December 17, 2023	Wright, Frank	Request - S. Herron's Bi-monthly paystub's records for pay periods 09-15-2022 through 11-14-2022	12/18/2023		Human Resources
23-121	0.5 hrs	Complete	✓ Monday, December 18, 2023	Wright, Frank	Request - copy of all applications for Director of Administrative Services position (including S. Herron's)	12/20/2023		Human Resources
23-122	2.5 hrs	Complete	✓ Monday, December 18, 2023	Wright, Frank	Names interview committee with time and date of interviews held for Administrative Service position.	12/20/2023		Human Resources
23-123	4.0 hrs	Complete	✓ Tuesday, December 19, 2023	Dobler, Cliff	NLTFPD - Amendment to cooperative Agreement with IVGID	1/9/2024		Accounting/ Finance
23-124	2.5 hrs	Complete	✓ Tuesday, December 26, 2023	Tonking, Michaela	Provide all invoices from BBK Law - dates 01/01/2021 to present.	12/26/2023		Accounting/ Finance

**Public Records Request Log**

**Friday, March 8, 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
23-125	2.5 hrs	Complete	✓ Tuesday, December 26, 2023	Gumz, Joy	Attendance/ timekeeping records for All employees for CY 2023, 2021, & 2020. Labor distribution Report	1/14/2024		Human Resources
23-126	30 minutes	Complete	✓ Wednesday, December 27, 2023	Wright, Frank	All payments made to IVCBA and MOU's; Who provided authorization, and how much IVGID has paid for ads in IVCBA magazine for the past 2 years.	1/5/2024		Accounting/ Finance
24-001	1.0 hrs	Complete	✓ Sunday, December 31, 2023	Dobler, Cliff	Please provide for my examination a listing of all charges to capital account #4899FF1202 Rec Center Locker Room Improvements. The total amount charged to the account for fiscal year June 30, 2023 was \$1,176,820.	1/8/2024		Parks, Rec. & Beaches
24-002	30 minutes	Complete	✓ Wednesday, January 3, 2024	Kahrs, Linda	Please provide a copy of the contract an/or letter of agreement for whomever an/ or firm that has been hired to conduct any employee investigations within the last 6 months.	1/10/2023		Human Resources
24-003	30 minutes	Complete	✓ Thursday, January 4, 2024	Kahrs, Linda	Please provide the Entity Involvement reports have not included the Audit Committee members, specifically Mr Nolet and Mr Brandel. May I please have their reports as required in the policy?	1/15/2023		Clerk
24-004			✓ Friday, January 5, 2024	Kahrs, Linda	I would like to receive the quarterly report prepared by the IGM on the Whistleblower complaints as required in the policy. I believe there should be at least 2 reports - July to September and October to December	2/14/2024		General Manager
24-005	1.5 hrs	Complete	✓ Friday, January 5, 2024	Dobler, Cliff	According to sworn testimony by Kevin McKowen. an IVGID resident, in a hearing on 12-26-2023 regarding case no: IHS23-00021 please provide a copy of all documents within the 3 1/2 inch file for my review. I would assume that if Mr. McKowen is aware or has reviewed the documents within the 3 1/2 file then I certainly should be privy to the documents.	1/25/2025		Human Resources
24-006	1.0 hrs	Complete	✓ Friday, January 5, 2024	Dobler, Cliff	Please provide for my examination copies of the \$11,874 in charges and related reports to capital project account 1099LI1504 which occurred in fiscal 2015. The account is discribed as Development Lots for Resale.	2/1/2024		Human Resources
24-007	1.0 hrs	Complete	✓ Saturday, January 6, 2024	Gumz, Joy	provide by email a copy of the General Ledger for July 1, 2022 - to date. Please provide all funds, all accounts. 2) Here are the additional questions that followed: Are all Accounts loaded? with the correct balances? For example, I do not see these accounts OBJ - DESCRIPTION: 1813 Service Equipment; 1814 Office Equipment; 1815 IT & Communications Equipment; 1816 Vehicles 3) It has now been over two months - and I have not received an answer on why the General Ledger was out-of-balance by about \$3.9 MILLION dollars. If you and staff have no answer - please provide the General Ledger as of June 30, 2023 as a public records request. 4) Please provide by email a copy of the FY 2024 Detail General Ledger. A request was made in 2023 - and has not yet been filled.	1/22/2024		Accounting/ Finance

**Public Records Request Log**

**Friday, March 8, 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
24-008	1.5 hour	Partial	✓ Saturday, January 6, 2024	Wells, Kristie	I would like to receive copies of all of the Director of Information Technology emails from 11/1/2023 to 12/31/2023 going to and from any/all Trustees.  I would also like a list of all telephone calls, using either their personal phone and/or District phone. This would be incoming and outgoing and would include text messages. This is just a listing with dates and times.  The date of this request is Saturday, January 6, 2024 as I am not able to fill that in electronically on this form.	3/11/2024		General Governance
24-009	30 Minutes	Complete	✓ Monday, January 8, 2024	Katz, Aaron	1. Billings from BB&K re: review/approval proposed HDR Engineering contract for update to water/sewer rate study - agreement included in Board packet for Jan 10, 2024 meeting;  2. E-mails/other writings between BB&K/IVGID staff reviewing/approving/explaining proposed agreement referenced in paragraph 1 above;  3. E-mails/other writings between anyone at IVGID/BB&K asking BB&K	1/12/2024		Public Works
24-010	30 Minutes	Complete	✓ Monday, January 8, 2024	Dobler, Cliff	Request Granite IVGID correspondance, Diamond Peak Walk in Cooler and Prep area	1/17/2024		Public Works
24-011	10 Minutes	Complete	✓ Thursday, January 11, 2024	Kahrs, Linda	Please send me pdf copy via email of the executed contract with RubinBrown LLP	1/19/2024		Accounting/ Finance
24-012		Partial	✓ Thursday, January 11, 2024	Wells, Kristie	I would like copies of all of the Interim Director of Finance emails from 11/1/2023 to 1/10/2024 going to and from any/all Trustees as well as any communication Interim Director of Finance had with the Audit Chairman Chris Nolet.  This includes a list of all telephone calls, using either their personal phone and/or a District phone. This would be incoming and outgoing and would include text messages. This is just a listing with dates and times.  The date of this request is 1/11/2024.	3/11/2024		General Governance
24-013			✓ 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
24-014	1.1 hrs	Complete	✓ Friday, January 19, 2024	Wright, Frank	Did Shelia lejon have the authority to make payments to IVCB/BA on behalf of the veterans club? How were these payments made? Check, cash, money order? Debit card?	01/25/2024		Accounting/ Finance

**Public Records Request Log**

**Friday, March 8, 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
24-015	30 Minutes	Complete	✓ Friday, January 12, 2024	Katz, Aaron	Kate Nelson's staff time billed to Public Works (to include date services provided, amount of time, description of services, hourly rate applied, out of pocket costs incurred) associated with: 1. Communications with HDR Engineering pertaining to an update of last June's (2023's) water/sewer rate study; 2. Familiarity with and researching water/sewer rate studies in anticipation of her request the Board authorize an update to last June's water/sewer study; 3. Preparation of staff memo and attachments included in Board packet for January 10, 2024 meeting; 4. Preparation for presentation of this agenda item to the Board on January 10, 2024; 5. Actual presentation of this agenda item to the Board on January 10, 2024.	2/9/2024		Public Works
24-016	10 Minutes	Complete	✓ Tuesday, January 16, 2024	Homan, Mick	Please provide me with the updated terms and conditions and/or scope of services that led to the revised contract pricing "not to exceed \$350,000", as referenced by Mr. McGee and Trustee Tulloch during the aforementioned meeting.	1/23/2024		Accounting/ Finance
24-017	1.5 hrs	Complete	✓ Tuesday, January 16, 2024	Dobler, Cliff	Please provide for my examination any and all invoices and any and all change orders from vendors who were engaged on the capital project #4899FF1202. This would be for all fiscal years and according to the 10/25/2023 carryover report prepared by Magee the costs were \$1,176,820.	1/23/2024		Accounting/ Finance
24-018	10 Minutes	Complete	✓ Tuesday, January 16, 2024	Dobler, Cliff	Please provide for my examination the contract and scope of work with RubinBrown regarding the forensic audit.	1/23/2024		Accounting/ Finance
24-019	30 minutes	Complete	✓ Friday, January 19, 2024	Dobler, Cliff	Please provide for my examination the Incident report filed by Darren Howard regarding a purported incident on 9-15-2020 between Mr. Howard and myself. Please provide for my examination the Incident reports, I assume, filed by the Golf shop staff member, the Head Golf Pro and the IVGID Merchandising Manager reported to Mrs. Dee Carey on June 2, 2020.	2/7/2024		Human Resources
24-020	10 Minutes	Complete	✓ Sunday, January 21, 2024	Cat	Please email me a PDF copy of the negotiated scope of work AND negotiated terms and conditions as mentioned by Trustee Tulloch at the 1/10/2024 Board meeting.	1/29/2024		Accounting/ Finance

**Public Records Request Log**

**Friday, March 8, 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
24-021	15 Minutes	Complete	✓ Friday, January 19, 2024	Katz, Aaron	1. Writings originating from IVGID offering Bobby Magee/his firm the position of interim finance director for IVGID. 2. Writings originating from Bobby Magee/his firm accepting the position of interim finance director for IVGID. 3. Writing evidencing agreement between Bobby Magee/his firm and IVGID insofar as the former's services as interim finance director for IVGID. 4. To the extent Bobby Magee's/his firm's compensation and expense reimbursements are concerned, as the interim finance director for IVGID is concerned, and if not included in the writing referenced in paragraph 3 above, I would like to examine writings evidencing Bobby Magee's/his firm's right to compensation and expense reimbursements from IVGID as its interim finance director is concerned. 5. To the extent the term of any agreement referenced in paragraph 3 above is concerned, and its termination, are not addressed, I would like to examine writings evidencing that term and its possible termination.	1/26/2024		Accounting/ Finance
24-022	10 Minutes	Complete	✓ Tuesday, January 23, 2024	Cat	Please provide a PDF copy of the Notice to Proceed issued to RubinBrown LLP.	1/29/2024		Accounting/ Finance
24-023	10 Minutes	Complete	✓ Monday, January 22, 2024	Gumz, Joy	Update and Explain 8 digit expense organization G/L Code	1/29/2024		Accounting/ Finance
24-024	15 Minutes	Complete	✓ Wednesday, January 18, 2023	Katz, Aaron	To Bobby Magee - What is your/your firm's compensation and benefits as interim director of finance for IVGID? And for how long? Do you/does your firm regularly submit invoices for payment and if so, to whom? Do you or does your firm have a written agreement with the District that provides therefore? And if so, would you mind sharing it? Were you offered your current position with IVGID via a writing and if so, would you mind sharing it?	1/25/2024		Accounting/ Finance
24-025	1 Hour	Complete	✓ Monday, January 29, 2024	Gumz, Joy	1. Audited Financial statements from fiscal year 1968, fiscal year 1969, fiscal year 1976, fiscal year 1977, and fiscal year 1985. 2. The "Official Statement" for bonds issued in 1968 and 1976. An "Official Statement" is the Information packet required by the securities & exchange commission when municipal bonds are issued 3. The Job description for "Principal Engineer" (Public Works).	3/7/2024		Accounting/ Finance
24-026	15 Minutes	Complete	✓ Tuesday, January 30, 2024	Bratcher, Becky	Copies of the Winning Statements of Qualification for the following 2 projects: Utility Master Plan (2022) Farr West Engineering, Effluent Pipeline and Pond Lining Projects 2021, HDR engineering, Jacobs Engineering Group	2/6/2024		Public Works
24-027	10 Minutes	Complete	✓ Wednesday, January 31, 2024	Cat	May I have the Baker Tilly invoice listed on the most recent Treasurers Report in the 1/31/2024 packet.	2/1/2024		Accounting/ Finance
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

**Public Records Request Log**

**Friday, March 8, 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
24-030			✓ 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			✓ 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	<p>Please provide the Consulting Agreement and Compensation Plan for Interim Director of Finance, Bobby Magee.</p> <p>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.</p> <p>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.</p> <p>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.</p>	3/4/2024		Human Resources
24-033			✓ Saturday, February 24, 2024	Wells, Kristie	<p>Please provide the exact total that will be paid to Maupin Cox &amp; 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

**Public Records Request Log**

**Friday, March 8, 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
24-034		Complete	✓ Thursday, February 22, 2024	Katz, Aaron	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. I want to see documents evidencing all of Tim's vacation days and sick days since July 1, 2022	2/29/2024		Human Resources
24-035	45 Minutes	Complete	✓ Tuesday, March 5, 2024	Craig, Morley	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.	3/12/2024		Public Works
24-036	45 Minutes	Complete	✓ Tuesday, March 5, 2024	Yadav, Kaja;	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.  As provided by the open records law, I will expect your response with five (5) business days. See Nev. Rev. Stat. Sec. 239.0107	3/12/2024		Public Works

**MEMORANDUM**

**TO:** Board of Trustees

**THROUGH:** Bobby Magee  
District General Manager

**FROM:** Adam Cripps  
Assistant Director of Finance

**SUBJECT:** Report on the Beach Year End Food and Beverage Actuals Results.

**DATE:** March 8, 2024

**I. RECOMMENDATIONS**

That the Board of Trustees:

1. Receive and file verbal report and attached backup.

**II. DISTRICT STRATEGIC PLAN**

This action supports Long Range Principle #3, Finance; *“The District will ensure fiscal responsibility and sustainability of service capacities by maintaining effective financial policies for operating budgets, fund balances, capital improvement and debt management.”*

**III. BACKGROUND**

Overview

A 2022/23 fiscal year-end report with respects to food and beverage at IVGID Beaches.

Total Beach F&B				
	Revenues			\$ 130,246.00
	Less Allowances			\$ 163.50
	Operating Expenses			\$ 55,683.30
	Correction to COGS (pending entry)			\$ 9,073.44
	Depreciation			\$ 2,782.97
	Net			\$ 62,542.79

**VI. FINANCIAL IMPACT AND BUDGET**

The recommended actions will not have any impact to the current fiscal year budget.

**V. ALTERNATIVES**

None.

**IV. ATTACHMENTS**

Fiscal Year 2022-23 Beach Food and Beverage Report

Fiscal Year 2022-23 Beach Food and Beverage Report

FUND	ORG	OBJ	ACCOUNT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL
390	39003572	4220	390-000-35-720-00-00-4220-	Concessions	-	-	(29,500.00)
390	39003572	7510	390-000-35-720-00-00-7510-	R& M General	-	52,448.00	-
390	39003572	8005	390-000-35-720-00-00-8005-	Depreciation	-	-	2,782.97
	39003572			Total 39003572 Beach Food	-	52,448.00	(26,717.03)
390	39003579	4220	390-000-35-790-00-00-4220-	Concessions	(16,280.00)	(16,280.00)	(24,000.00)
390	39003579	7450	390-000-35-790-00-00-7450-	Permits & Fees	965.00	965.00	681.00
	39003579			Total 39003579 Beach Bar	(15,315.00)	(15,315.00)	(23,319.00)
390	39003853	4220	390-000-38-530-00-00-4220-	Concessions	(22,500.00)	(22,500.00)	-
390	39003853	4240	390-000-38-530-00-00-4240-	Parcel Owner Allowances	-	-	20.90
390	39003853	4280	390-000-38-530-00-00-4280-	Employee Allowances	-	-	35.60
390	39003853	4420	390-000-38-530-00-00-4420-	Food Sales	-	-	(13,320.00)
390	39003853	7200	390-000-38-530-00-00-7200-	Banking Fees & Processing	-	-	358.97
390	39003853	7415	390-000-38-530-00-00-7415-	Operating	-	-	2,725.66
390	39003853	7435	390-000-38-530-00-00-7435-	Small Equipment	1,500.00	1,500.00	-
390	39003853	7440	390-000-38-530-00-00-7440-	Tools	-	-	3,868.00
390	39003853	7450	390-000-38-530-00-00-7450-	Permits & Fees	1,160.00	1,160.00	1,910.00
390	39003853	7550	390-000-38-530-00-00-7550-	BLDGS Maintenance Services	16,265.00	16,265.00	4,894.41
390	39003853	7605	390-000-38-530-00-00-7605-	Security	320.00	320.00	396.00
390	39003853	7810	390-000-38-530-00-00-7810-	Electricity	600.00	600.00	-
390	39003853	7815	390-000-38-530-00-00-7815-	Heating	950.00	950.00	-
390	39003853	7920	390-000-38-530-00-00-7920-	Food	-	-	(5,095.11)
390	39003853	7922	390-000-38-530-00-00-7922-	Food Waste & Employee Meals	-	-	143.12
	39003853			Total 39003853 Incline Beach F & B	(1,705.00)	(1,705.00)	(4,062.45)
390	39003872	4220	390-000-38-720-00-00-4220-	Concessions	-	-	(22,500.00)
	39003872			Total 39003872 Beach Food	-	-	(22,500.00)
390	39003879	4220	390-000-38-790-00-00-4220-	Concessions	(33,060.00)	(33,060.00)	(24,000.00)
390	39003879	7450	390-000-38-790-00-00-7450-	Permits & Fees	940.00	940.00	681.00
	39003879			Total 39003879 Beach Bar	(32,120.00)	(32,120.00)	(23,319.00)
390	39003953	4220	390-000-39-530-00-00-4220-	Concessions	(22,500.00)	(22,500.00)	-
390	39003953	4240	390-000-39-530-00-00-4240-	Parcel Owner Allowances	-	-	77.40
390	39003953	4280	390-000-39-530-00-00-4280-	Employee Allowances	-	-	29.60
390	39003953	4420	390-000-39-530-00-00-4420-	Food Sales	-	-	(16,926.00)
390	39003953	7200	390-000-39-530-00-00-7200-	Banking Fees & Processing	-	-	282.10
390	39003953	7310	390-000-39-530-00-00-7310-	Computer License & Fees	-	-	40.00

Fiscal Year 2022-23 Beach Food and Beverage Report

FUND	ORG	OBJ	ACCOUNT	ACCOUNT DESCRIPTION	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL
390	39003953	7415	390-000-39-530-00-00-7415-	Operating	-	-	6,927.54
390	39003953	7428	390-000-39-530-00-00-7428-	Lab	-	-	752.18
390	39003953	7435	390-000-39-530-00-00-7435-	Small Equipment	1,500.00	1,500.00	-
390	39003953	7450	390-000-39-530-00-00-7450-	Permits & Fees	1,160.00	1,160.00	1,148.00
390	39003953	7455	390-000-39-530-00-00-7455-	Over & (Short)	-	-	0.50
390	39003953	7550	390-000-39-530-00-00-7550-	BLDGS Maintenance Services	15,615.00	15,615.00	4,933.09
390	39003953	7605	390-000-39-530-00-00-7605-	Security	420.00	420.00	288.00
390	39003953	7685	390-000-39-530-00-00-7685-	Travel & Conferences	-	-	211.17
390	39003953	7810	390-000-39-530-00-00-7810-	Electricity	600.00	600.00	-
390	39003953	7815	390-000-39-530-00-00-7815-	Heating	4,310.00	4,310.00	8,326.88
390	39003953	7920	390-000-39-530-00-00-7920-	Food	-	-	5,053.30
390	39003953	7922	390-000-39-530-00-00-7922-	Food Waste & Employee Meals	-	-	142.63
390	39003953	8005	390-000-39-530-00-00-8005-	Depreciation	2,664.00	2,664.00	-
	39003953			Total 39003953 Ski Beach F & B	3,769.00	3,769.00	11,286.39
390	39003972	7510	390-000-39-720-00-00-7510-	R& M General	-	31,000.00	-
	39003972			Total 39003972 Beach Food	-	31,000.00	-
390	39003973	5012	390-000-39-730-00-00-5012-	Hourly	-	-	8,413.95
390	39003973	5050	390-000-39-730-00-00-5050-	Taxes	-	-	713.81
390	39003973	5600	390-000-39-730-00-00-5600-	Unemployment Fringe Ben	-	-	142.36
390	39003973	5700	390-000-39-730-00-00-5700-	Work Comp Fringe Ben	-	-	224.14
	39003973			Total 39003973 I.Beach Food	-	-	9,494.26
390	39003974	5012	390-000-39-740-00-00-5012-	Hourly	-	-	6,666.50
390	39003974	5050	390-000-39-740-00-00-5050-	Taxes	-	-	563.77
390	39003974	5600	390-000-39-740-00-00-5600-	Unemployment Fringe Ben	-	-	113.15
390	39003974	5700	390-000-39-740-00-00-5700-	Work Comp Fringe Ben	-	-	177.18
	39003974			Total 39003974 BC.Beach Food	-	-	7,520.60
<b>Total Beach F&amp;B</b>							
				Revenues			\$ 130,246.00
				Less Allowances			\$ 163.50
				Operating Expenses			\$ 55,683.30
				Correction to COGS (pending entry)			\$ 9,073.44
				Depreciation			\$ 2,782.97
				Net			<u>\$ 62,542.79</u>



# TREASURER'S REPORT

## JANUARY 2024

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

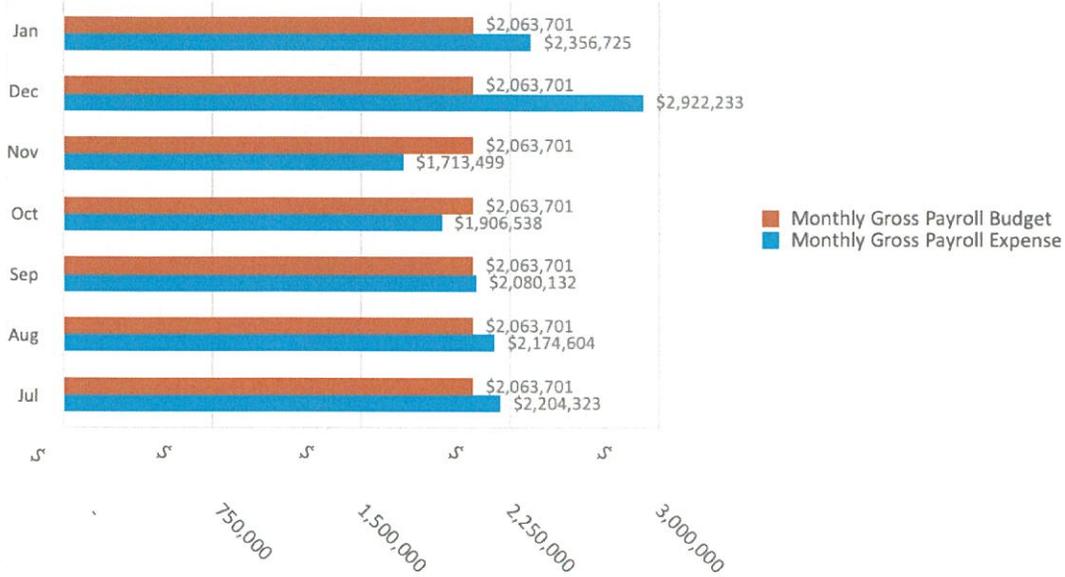
Incline Village General Improvement District

# CONTENTS

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## Gross Payroll Expenses



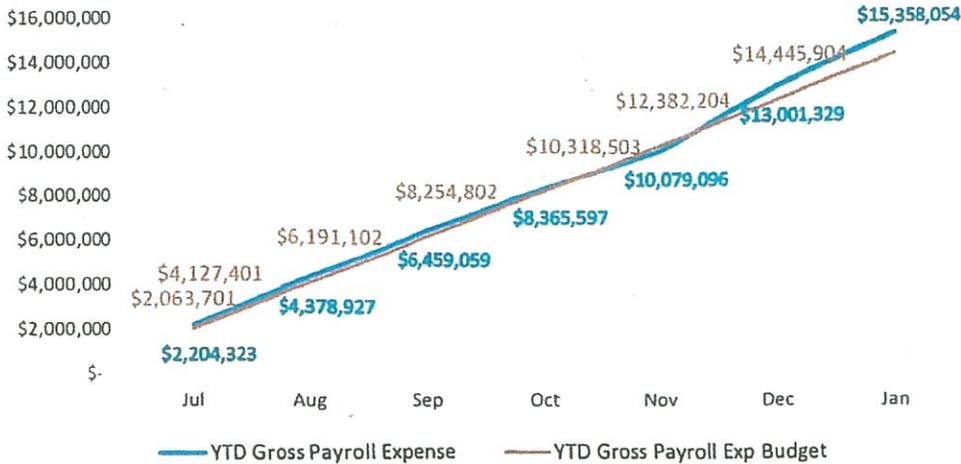
## Accounts Payable Expenses



Total January Gross Payroll Expenses	\$	<b>2,356,725</b>
Total January AP EFT Disbursements		<b>655,848</b>
Total January AP Checks		<b>2,207,557</b>
Total January Payroll and Accounts Payable	\$	<b>5,220,130</b>

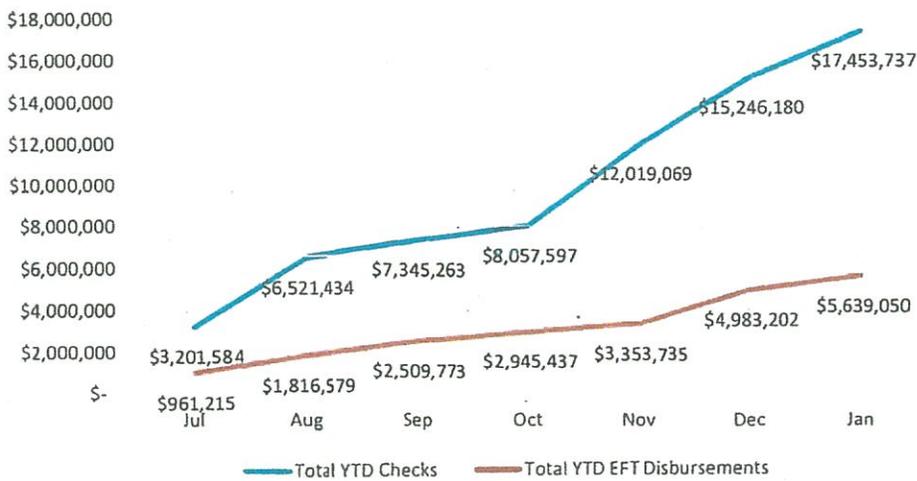


**YTD Gross Payroll Expenses**



YTD Gross Payroll Exp Budget amount is annual budget divided by 12 times 7 (7 months July - January)

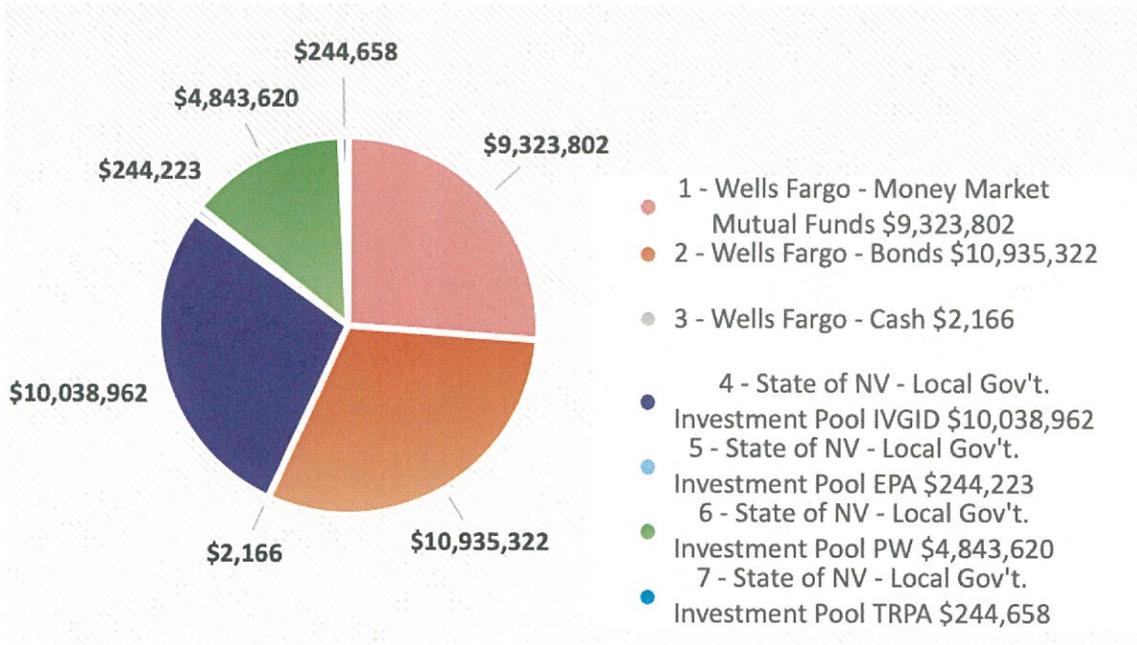
**YTD Accounts Payable Expenses**



Total YTD Gross Payroll Expenses	\$ 15,358,054
Total YTD AP Checks	\$ 17,453,737
Total YTD AP EFT Disbursements	\$ 5,639,050
<b>Total YTD Payroll and Accounts Payable</b>	<b>\$ 38,450,841</b>



## Total Investments



Total Market Value of Investments \$ 35,632,753  
 Total Monthly Change in Value of Investments \$ 184,133  
 Total Monthly Change Due to Withdrawals for Debt Svc \$ (258,629)

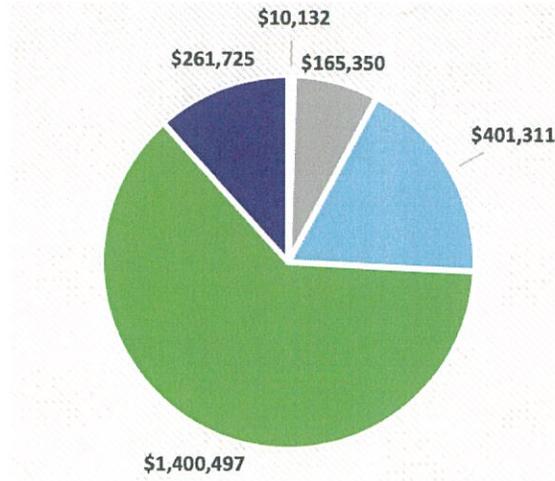
## Wells Fargo Account



Wells Fargo Bank, NA				Balance	Net Monthly Dividends
Operating Checking				\$ 6,794,990	\$ 40,765
Portion owed to Vets Club				30,312	\$ -
Portion owed to TWSA				253,829	\$ -
<b>Total Wells Fargo Operating Account</b>				<b>7,079,131</b>	<b>\$ 40,765</b>
Flexible Spending Account				1,836	\$ -
Payroll Account (this is a sweep account)				-	\$ -
St. Mary's Health Reimbursement Account				6,727	\$ -
<b>Totals</b>				<b>\$ 7,087,694</b>	<b>\$ 40,765</b>

Total Earnings and Change in Market Value \$ 184,133  
 Total Monthly Dividends \$ 40,765  
 Total Monthly Change in Value and Dividends \$ 224,898

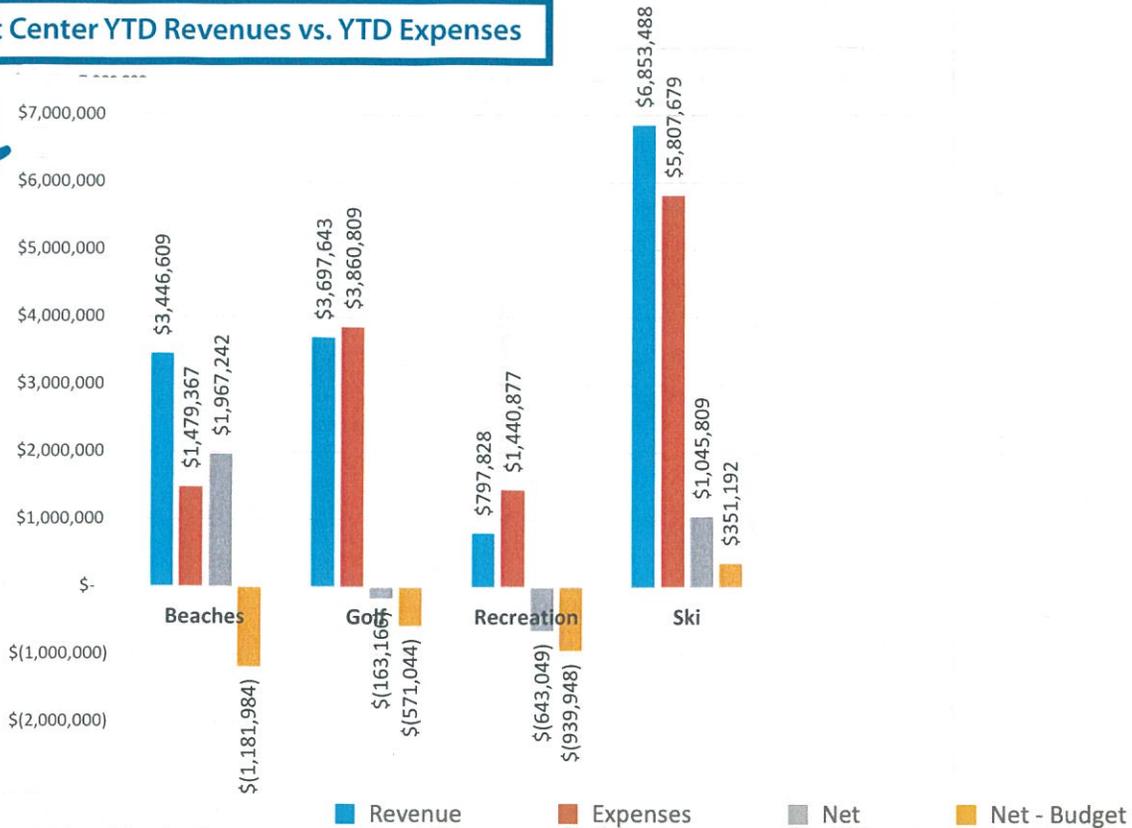
## Debt Service



- Capital Equipment - Installment Purchase Agreement - PNC Equipment Finance, LLC (Golf Carts) \$10,132
- State of NV - Revolving Funds (Drinking Water) - IVGID-1 \$165,350
- State of NV - State Water Pollution Revolving Fund (Water Pollution) - CS32-0404 \$401,311
- State of NV - State Water Pollution Revolving Fund (Drinking Water) -DW1201 \$1,400,497
- State of NV - Clean Water State Revolving Fund Loan Contracts - CW2303 \$261,725

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) \$10,132	6/30/2024	\$ 10,132	\$ 156	2/1/24	\$ 2,533
State of NV - Revolving Funds (Drinking Water) - IVGID-1 \$165,350	7/1/2025	\$ 165,350	\$ 425	7/1/24	\$ 56,824
State of NV - State Water Pollution Revolving Fund (Water Pollution) - CS32-0404 \$401,311	1/1/2026	\$ 401,311	\$ 911	7/1/24	\$ 103,768
State of NV - State Water Pollution Revolving Fund (Drinking Water) -DW1201 \$1,400,497	1/1/2032	\$ 1,400,497	\$ 2,789	7/1/24	\$ 96,686
State of NV - Clean Water State Revolving Fund Loan Contracts - CW2303 \$261,725	7/1/2053	\$ 261,725	TBD	TBD	TBD
<b>TOTALS</b>		<b>\$ 2,239,015</b>			

## Cost Center YTD Revenues vs. YTD Expenses

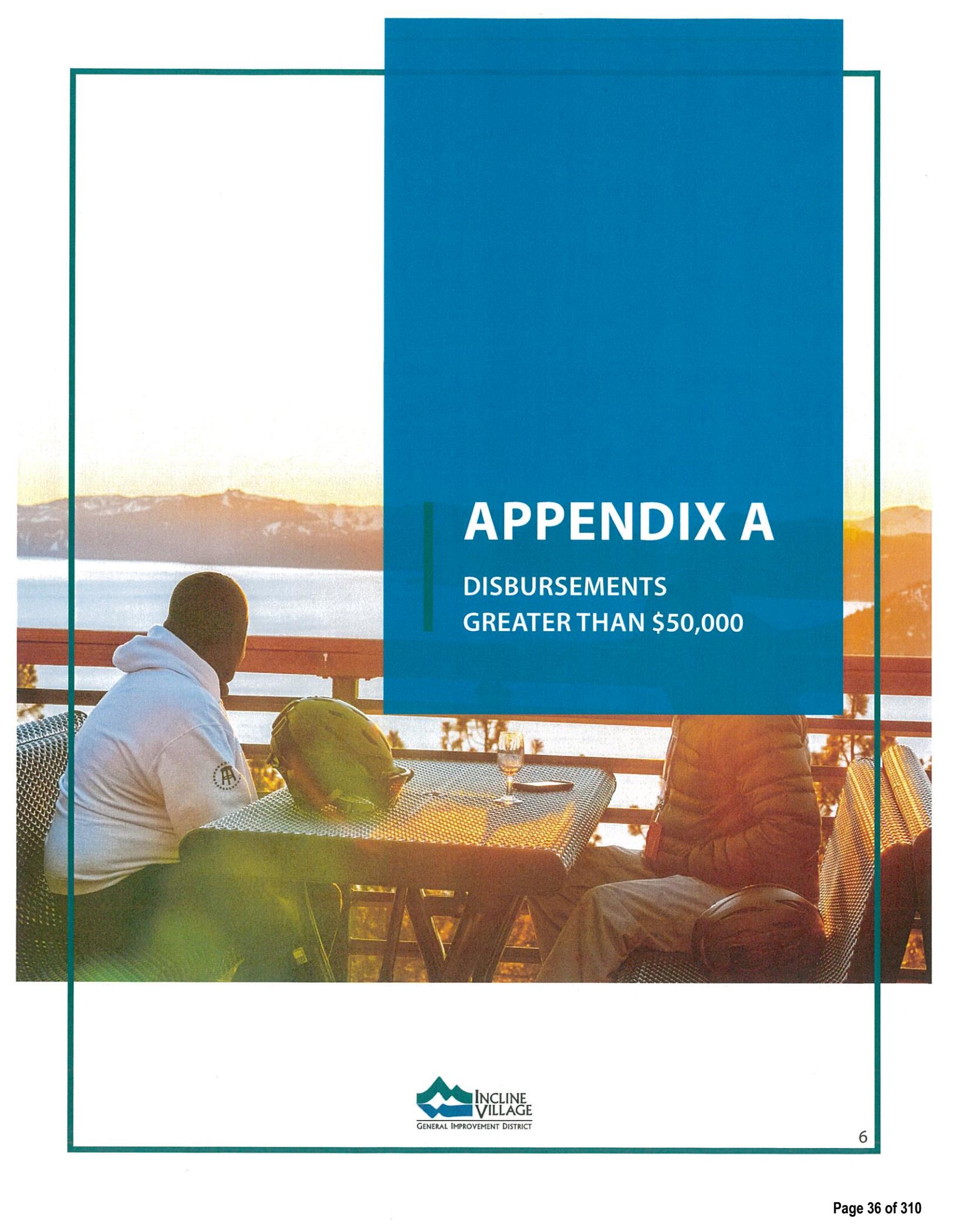


Cost Center	YTD Revenues	YTD Expenses	Net	YTD Net Annualized Budget
Beaches	\$ 3,446,609	\$ 1,479,367	\$ 1,967,242	\$ (1,181,984)
Golf	\$ 3,697,643	\$ 3,860,809	\$ (163,166)	\$ (571,044)
Recreation	\$ 797,828	\$ 1,440,877	\$ (643,049)	\$ (939,948)
Ski	\$ 6,853,488	\$ 5,807,679	\$ 1,045,809	\$ 351,192
<b>TOTALS</b>	<b>\$ 14,795,568</b>	<b>\$ 12,588,732</b>	<b>\$ 2,206,836</b>	<b>\$ (2,341,783)</b>

## Breakdown of Expenditures



Cost Center	YTD Sal & Benefits	YTD Operating Exp.	YTD Capital Expenditures	YTD Total Expenditures
Beaches	\$ 1,014,560	\$ 412,105	\$ 52,702	\$ 1,479,367
Golf	\$ 1,967,392	\$ 1,226,069	\$ 667,348	\$ 3,860,809
Recreation	\$ 1,064,088	\$ 376,789	\$ -	\$ 1,440,877
Ski	\$ 2,634,573	\$ 1,896,351	\$ 1,276,755	\$ 5,807,679
<b>TOTALS</b>	<b>\$ 6,680,613</b>	<b>\$ 3,911,314</b>	<b>\$ 1,996,805</b>	<b>\$ 12,588,732</b>



# APPENDIX A

DISBURSEMENTS  
GREATER THAN \$50,000

Disbursements Greater Than \$50,000

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT
8422	01/16/2024	EFT	State of Nevada-NDEP/BWPC	181,858.50
11821505	01/16/2024	PRINTED	Granite Construction Co	394,100.47
11821537	01/18/2024	PRINTED	NV Energy	226,798.51
11821431	01/04/2024	PRINTED	Sierra Nevada Construction, Inc.	213,637.53
11821664	01/31/2024	PRINTED	West Coast Paving, Inc	182,964.21
11821483	01/12/2024	PRINTED	Granite Construction Co	97,013.34
11821505	01/16/2024	PRINTED	Granite Construction Co	88,873.99
11821400	01/02/2024	PRINTED	Washoe County Community Services Dept	62,425.00
11821647	01/31/2024	PRINTED	First Nonprofit Companies, Inc.	53,175.00



# APPENDIX B

## CHECK REGISTER



## Check Register

JANUARY, 2024 - CHECK REGISTER  
 NOTE: This report is subject to change as the workload in the Finance Dept. is caught up

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	Dept name	Div name	AMOUNT
8434	01/23/24	EFT	BAVS SM-LLC	General Government	Administration	766.00
8467	01/25/24	EFT	Moss Adams LLP	General Government	Administration	3,503.05
8434	01/23/24	EFT	BAVS SM-LLC	General Government	Administration	1,220.00
8378	01/09/24	EFT	First Choice Services	General Government	Administration	35.00
8383	01/09/24	EFT	MR Copy Inc	General Government	Administration	684.29
8430	01/23/24	EFT	Alhambra	General Government	Administration	10.00
8430	01/23/24	EFT	Alhambra	General Government	Administration	10.00
8430	01/23/24	EFT	Alhambra	General Government	Administration	49.95
8430	01/23/24	EFT	Alhambra	General Government	Administration	45.95
8378	01/09/24	EFT	First Choice Services	General Government	Administration	53.94
8424	01/18/24	EFT	Sammie Santiago	General Government	Administration	35.00
8382	01/09/24	EFT	Fire Protection Service Corp	General Government	Administration	900.00
8382	01/09/24	EFT	Fire Protection Service Corp	General Government	Administration	99.00
8483	01/31/24	EFT	OpenGov, Inc.	Financial Administration	Accounting	227.43
8457	01/23/24	EFT	Tyler Technologies Inc	Financial Administration	Accounting	22,715.03
8457	01/23/24	EFT	Tyler Technologies Inc	Financial Administration	Accounting	3,000.00
8372	01/09/24	EFT	Baker Tilly US, LLP	Financial Administration	Accounting	3,000.00
8354	01/04/24	EFT	Dell Marketing LP C/O Dell USA L.P.	Financial Administration	Information Services	18,167.11
8437	01/23/24	EFT	Dell Marketing LP C/O Dell USA L.P.	Financial Administration	Information Services	2,439.16
8368	01/09/24	EFT	Aetna Behavioral Health, LLC	Personnel Administration	Human Resources	2,383.50
8406	01/12/24	EFT	Infinisource, Inc.DBA Isolved Benefit Services	Personnel Administration	Human Resources	122.20
8481	01/31/24	EFT	Infinisource, Inc.DBA Isolved Benefit Services	Personnel Administration	Human Resources	505.75
8368	01/09/24	EFT	Aetna Behavioral Health, LLC	Personnel Administration	Human Resources	1,060.80
8457	01/23/24	EFT	Tyler Technologies Inc	Personnel Administration	Human Resources	122.20
8457	01/23/24	EFT	Tyler Technologies Inc	Personnel Administration	Human Resources	1,400.00
8457	01/23/24	EFT	Tyler Technologies Inc	Personnel Administration	Human Resources	4,200.00
8457	01/23/24	EFT	Tyler Technologies Inc	Personnel Administration	Human Resources	2,560.00
8457	01/23/24	EFT	Tyler Technologies Inc	Personnel Administration	Human Resources	700.00
8457	01/23/24	EFT	Tyler Technologies Inc	Personnel Administration	Human Resources	700.00
8457	01/23/24	EFT	Tyler Technologies Inc	Personnel Administration	Human Resources	4,000.00
8457	01/23/24	EFT	Tyler Technologies Inc	Personnel Administration	Human Resources	640.00
8457	01/23/24	EFT	Tyler Technologies Inc	Personnel Administration	Human Resources	640.00
8483	01/31/24	EFT	OpenGov, Inc.	Community Relations	Community Relations	4,326.67
8403	01/12/24	EFT	First Choice Services	Parks	Park Services	170.75
8360	01/04/24	EFT	Harvey Johnson	Unclassified	Unclassified	372.40
8448	01/23/24	EFT	MADONNA DUNBAR	Water	Supply	19.50
8392	01/09/24	EFT	Thunderbird Communications	Water	Pumping	1,687.50



## Check Register Continued

JANUARY, 2024 - CHECK REGISTER  
 NOTE: This report is subject to change as the workload in the Finance Dept. is caught up

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	Dept name	Div name	AMOUNT
8366	01/04/24	EFT	HD Supply, INC	Water	Treatment	158.00
8381	01/09/24	EFT	Matheson Tri-Gas, Inc	Water	Treatment	54.41
8408	01/12/24	EFT	Matheson Tri-Gas, Inc	Water	Treatment	97.57
8366	01/04/24	EFT	HD Supply, INC	Water	Treatment	117.39
8413	01/12/24	EFT	Western Environmental Laboratory	Water	Treatment	119.00
8412	01/12/24	EFT	Silver State International	Water	Transmission	(1,246.86)
8334	01/02/24	EFT	Andrew Morris	Water	Transmission	1,179.30
8425	01/18/24	EFT	Jesse Malsam	Water	Compliance Services	50.00
8447	01/23/24	EFT	Shannon Marie Salsby	Water	Compliance Services	169.95
8417	01/16/24	EFT	DOWL, LLC	Water	Compliance Services	18.00
8400	01/12/24	EFT	DataPrint Services, LLC	Water	Compliance Services	2,333.75
8427	01/18/24	EFT	Raley's	Water	Shared Expenses	690.21
8427	01/18/24	EFT	Raley's	Water	Shared Expenses	51.67
8427	01/18/24	EFT	Raley's	Water	Shared Expenses	9.16
8427	01/18/24	EFT	Raley's	Water	Shared Expenses	56.23
8469	01/25/24	EFT	Sierra Office Solutions	Water	Shared Expenses	124.33
8427	01/18/24	EFT	Raley's	Water	Shared Expenses	44.36
8427	01/18/24	EFT	Raley's	Water	Shared Expenses	14.92
8427	01/18/24	EFT	Raley's	Water	Shared Expenses	35.93
8427	01/18/24	EFT	Raley's	Water	Shared Expenses	12.99
8400	01/12/24	EFT	DataPrint Services, LLC	Water	Shared Expenses	1,185.75
8450	01/23/24	EFT	Quadient Leasing USA, Inc	Water	Shared Expenses	69.15
8420	01/16/24	EFT	Sierra Electronics	Water	Shared Expenses	59.26
8411	01/12/24	EFT	Sierra Electronics	Water	Shared Expenses	59.26
8424	01/18/24	EFT	Sammie Santiago	Water	Shared Expenses	2,610.00
8382	01/09/24	EFT	Fire Protection Service Corp	Water	Shared Expenses	99.00
8382	01/09/24	EFT	Fire Protection Service Corp	Water	Shared Expenses	226.83
8439	01/23/24	EFT	Dunseath Key Co, Inc.	Water	Administration	18.00
8382	01/09/24	EFT	Fire Protection Service Corp	Water	Administration	212.01
8382	01/09/24	EFT	Fire Protection Service Corp	Water	Administration	99.00
8382	01/09/24	EFT	Fire Protection Service Corp	Water	Administration	99.00
8382	01/09/24	EFT	Fire Protection Service Corp	Water	Administration	72.00
8382	01/09/24	EFT	Fire Protection Service Corp	Water	Administration	198.24
8382	01/09/24	EFT	Fire Protection Service Corp	Water	Administration	141.99
8402	01/12/24	EFT	DOWL, LLC	Water	Administration	36,797.50
8441	01/23/24	EFT	Griswold Industries/dba: CLA-VAL CO	Water	Administration	15,718.50
8417	01/16/24	EFT	DOWL, LLC	Water	Administration	12,881.00



Check Register Continued

JANUARY, 2024 - CHECK REGISTER  
 NOTE: This report is subject to change as the workload in the Finance Dept. is caught up

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	Dept name	Div name	AMOUNT
8417	01/16/24	EFT	DOWL, LLC	Water	Administration	10,245.00
8404	01/12/24	EFT	Frontier Communications Holdings LLC	Sewer	Supply	45.28
8404	01/12/24	EFT	Frontier Communications Holdings LLC	Sewer	Supply	45.93
8439	01/23/24	EFT	Dunseath Key Co, Inc.	Sewer	Pumping	215.00
8415	01/16/24	EFT	Codale Electric Supply	Sewer	Pumping	100.00
8397	01/12/24	EFT	B&K Valves & Equipment INC	Sewer	Pumping	3,983.93
8392	01/09/24	EFT	Thunderbird Communications	Sewer	Pumping	331.20
8379	01/09/24	EFT	Jensen Precast	Sewer	Pumping	150.00
8379	01/09/24	EFT	Jensen Precast	Sewer	Pumping	(150.00)
8427	01/18/24	EFT	Raley's	Sewer	Treatment	86.89
8427	01/18/24	EFT	Raley's	Sewer	Treatment	20.04
8427	01/18/24	EFT	Raley's	Sewer	Treatment	72.83
8427	01/18/24	EFT	Raley's	Sewer	Treatment	42.73
8427	01/18/24	EFT	Raley's	Sewer	Treatment	18.98
8335	01/02/24	EFT	Bently Family LLC	Sewer	Treatment	272.30
8373	01/09/24	EFT	Bently Family LLC	Sewer	Treatment	391.16
8398	01/12/24	EFT	Bently Family LLC	Sewer	Treatment	370.16
8435	01/23/24	EFT	Bently Family LLC	Sewer	Treatment	663.68
8461	01/25/24	EFT	Bently Family LLC	Sewer	Treatment	440.16
8473	01/31/24	EFT	Bently Family LLC	Sewer	Treatment	332.92
8421	01/16/24	EFT	Solenis LLC	Sewer	Treatment	5,633.40
8393	01/09/24	EFT	Western Environmental Laboratory	Sewer	Treatment	141.10
8413	01/12/24	EFT	Western Environmental Laboratory	Sewer	Treatment	496.60
8393	01/09/24	EFT	Western Environmental Laboratory	Sewer	Treatment	995.20
8366	01/04/24	EFT	HD Supply, INC	Sewer	Treatment	117.38
8415	01/16/24	EFT	Codale Electric Supply	Sewer	Treatment	99.00
8455	01/23/24	EFT	Tahoe Supply Company LLC	Sewer	Treatment	36.75
8390	01/09/24	EFT	Tahoe Supply Company LLC	Sewer	Treatment	5.38
8424	01/18/24	EFT	Sammie Santiago	Sewer	Treatment	540.00
8379	01/09/24	EFT	Jensen Precast	Sewer	Transmission	134.00
8341	01/02/24	EFT	HDR Engineering, Inc.	Sewer	Transmission	2,362.21
8418	01/16/24	EFT	HDR Engineering, Inc.	Sewer	Transmission	6,918.22
8422	01/16/24	EFT	State of Nevada-NDEP/BWPC	Sewer	Transmission	181,858.50
8417	01/16/24	EFT	DOWL, LLC	Sewer	Shared Expenses	2,333.75
8380	01/09/24	EFT	Marcus G. Faust, Professional Corporation	Sewer	Administration	5,587.00
8382	01/09/24	EFT	Fire Protection Service Corp	Sewer	Administration	276.39
8382	01/09/24	EFT	Fire Protection Service Corp	Sewer	Administration	99.00



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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	Dept name	Div name	AMOUNT
8417	01/16/24	EFT	DOWL, LLC	Sewer	Administration	9,062.50
8402	01/12/24	EFT	DOWL, LLC	Sewer	Administration	3,221.50
8464	01/25/24	EFT	Hero Environmental LLC	Solid Waste	Solid Waste	6,159.00
8469	01/25/24	EFT	Sierra Office Solutions	Solid Waste	Solid Waste	62.17
8448	01/23/24	EFT	MADONNA DUNBAR	Solid Waste	Solid Waste	82.50
8469	01/25/24	EFT	Sierra Office Solutions	TWSA	Administration	62.17
8448	01/23/24	EFT	MADONNA DUNBAR	TWSA	Administration	48.00
8365	01/04/24	EFT	Straight Down Enterprises	Unclassified	Unclassified	1,235.25
8426	01/18/24	EFT	PRG Americas, LLC.	Unclassified	Unclassified	2,718.75
8384	01/09/24	EFT	Produce Plus	Unclassified	Unclassified	195.85
8410	01/12/24	EFT	Produce Plus	Unclassified	Unclassified	1,018.35
8427	01/18/24	EFT	Raley's	Unclassified	Unclassified	139.58
8427	01/18/24	EFT	Raley's	Unclassified	Unclassified	308.69
8427	01/18/24	EFT	Raley's	Unclassified	Unclassified	299.87
8410	01/12/24	EFT	Raley's	Unclassified	Unclassified	338.01
8389	01/09/24	EFT	Produce Plus	Unclassified	Unclassified	411.25
8389	01/09/24	EFT	Swire Coca Cola USA	Unclassified	Unclassified	504.43
8389	01/09/24	EFT	Swire Coca Cola USA	Unclassified	Unclassified	2,872.50
8389	01/09/24	EFT	Swire Coca Cola USA	Unclassified	Unclassified	518.65
8389	01/09/24	EFT	Swire Coca Cola USA	Unclassified	Unclassified	410.35
8389	01/09/24	EFT	Swire Coca Cola USA	Unclassified	Unclassified	1,249.12
8357	01/04/24	EFT	Farmer Bros. Co	Unclassified	Unclassified	2,502.20
8350	01/04/24	EFT	Capital Beverage, Inc.	Unclassified	Unclassified	1,893.92
8427	01/18/24	EFT	Raley's	Unclassified	Unclassified	22.94
8427	01/18/24	EFT	Raley's	Unclassified	Unclassified	64.97
8350	01/04/24	EFT	Capital Beverage, Inc.	Unclassified	Unclassified	2,011.62
8427	01/18/24	EFT	Raley's	Unclassified	Unclassified	26.94
8420	01/16/24	EFT	Sierra Electronics	Championship Course	Course Operations	145.53
8411	01/12/24	EFT	Sierra Electronics	Championship Course	Course Operations	145.53
8399	01/12/24	EFT	Cashman Equipment Company	Championship Course	Course Maintenance	786.74
8382	01/09/24	EFT	Fire Protection Service Corp	Championship Course	Course Maintenance	99.00
8382	01/09/24	EFT	Fire Protection Service Corp	Championship Course	Course Maintenance	164.01
8464	01/25/24	EFT	Hero Environmental LLC	Championship Course	Course Maintenance	4,530.00
8382	01/09/24	EFT	Fire Protection Service Corp	Championship Course	Golf Carts	99.00
8382	01/09/24	EFT	Fire Protection Service Corp	Championship Course	Golf Carts	229.50
8426	01/18/24	EFT	PRG Americas, LLC.	Championship Course	Pro Shop	25.01
8370	01/09/24	EFT	ALSCO	Championship Course	Food & Beverage	69.29



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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	DEPT NAME	DIV NAME	AMOUNT
8475	01/31/24	EFT	Cozzini Bros. Inc.	Championship Course	Food & Beverage	53.91
8423	01/18/24	EFT	Airgas Inc	Championship Course	Food & Beverage	59.38
8420	01/16/24	EFT	Sierra Electronics	Championship Course	Food & Beverage	40.53
8411	01/12/24	EFT	Sierra Electronics	Championship Course	Food & Beverage	40.53
8424	01/18/24	EFT	Sammie Santiago	Championship Course	Administration	260.00
8420	01/16/24	EFT	Sierra Electronics	Mountain Course	Course Operations	123.03
8420	01/16/24	EFT	Sierra Electronics	Mountain Course	Course Operations	93.03
8411	01/12/24	EFT	Sierra Electronics	Mountain Course	Course Operations	40.53
8411	01/12/24	EFT	Sierra Electronics	Mountain Course	Course Operations	123.03
8411	01/12/24	EFT	Sierra Electronics	Mountain Course	Course Operations	93.03
8399	01/12/24	EFT	Cashman Equipment Company	Mountain Course	Course Operations	40.53
8382	01/09/24	EFT	Fire Protection Service Corp	Mountain Course	Course Maintenance	786.73
8416	01/16/24	EFT	Cozzini Bros. Inc	Mountain Course	Course Maintenance	231.39
8382	01/09/24	EFT	Fire Protection Service Corp	Mountain Course	Food & Beverage	53.91
8382	01/09/24	EFT	Fire Protection Service Corp	Mountain Course	Administration	147.00
8431	01/23/24	EFT	ALSCO	Mountain Course	Administration	108.00
8427	01/18/24	EFT	Raley's	Facilities	Chateau	193.54
8427	01/18/24	EFT	Raley's	Facilities	Chateau	10.60
8424	01/18/24	EFT	Sammie Santiago	Facilities	Chateau	23.92
8382	01/09/24	EFT	Fire Protection Service Corp	Facilities	Chateau	2,700.00
8382	01/09/24	EFT	Fire Protection Service Corp	Facilities	Chateau	99.00
8424	01/18/24	EFT	Sammie Santiago	Facilities	Chateau	228.24
8382	01/09/24	EFT	Fire Protection Service Corp	Facilities	Aspen Grove	200.00
8382	01/09/24	EFT	Fire Protection Service Corp	Facilities	Aspen Grove	208.89
8370	01/09/24	EFT	ALSCO	Facilities	Aspen Grove	72.00
8462	01/25/24	EFT	EXL Media	Facilities	Food & Beverage	15.72
8346	01/03/24	EFT	L&C Cook Specialty Foods, Inc.	Unclassified	Marketing	1,102.12
8357	01/04/24	EFT	Farmer Bros. Co	Unclassified	Unclassified	7,756.78
8389	01/09/24	EFT	Swire Coca Cola USA	Unclassified	Unclassified	846.12
8419	01/16/24	EFT	L&C Cook Specialty Foods, Inc.	Unclassified	Unclassified	2,207.05
8440	01/23/24	EFT	Farmer Bros. Co	Unclassified	Unclassified	1,519.09
8454	01/23/24	EFT	Swire Coca Cola USA	Unclassified	Unclassified	1,809.60
8466	01/25/24	EFT	L&C Cook Specialty Foods, Inc.	Unclassified	Unclassified	1,877.60
8466	01/25/24	EFT	L&C Cook Specialty Foods, Inc.	Unclassified	Unclassified	1,624.87
8454	01/23/24	EFT	Swire Coca Cola USA	Unclassified	Unclassified	1,546.85
8449	01/23/24	EFT	New West Distributing, Inc.	Unclassified	Unclassified	1,802.00
						219.25



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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	Dept name	Div name	AMOUNT
8427	01/18/24	EFT	Raley's	Unclassified	Unclassified	130.73
8409	01/12/24	EFT	New West Distributing, Inc.	Unclassified	Unclassified	227.40
8363	01/04/24	EFT	New West Distributing, Inc.	Unclassified	Unclassified	627.00
8363	01/04/24	EFT	New West Distributing, Inc.	Unclassified	Unclassified	107.10
8363	01/04/24	EFT	New West Distributing, Inc.	Unclassified	Unclassified	(913.00)
8409	01/12/24	EFT	New West Distributing, Inc.	Unclassified	Unclassified	3,524.90
8436	01/23/24	EFT	Capital Beverage, Inc.	Unclassified	Unclassified	398.07
8449	01/23/24	EFT	New West Distributing, Inc.	Unclassified	Unclassified	4,232.60
8436	01/23/24	EFT	Capital Beverage, Inc.	Unclassified	Unclassified	2,372.72
8409	01/12/24	EFT	New West Distributing, Inc.	Unclassified	Unclassified	28.45
8363	01/04/24	EFT	New West Distributing, Inc.	Unclassified	Unclassified	2,296.60
8363	01/04/24	EFT	New West Distributing, Inc.	Unclassified	Unclassified	3,194.40
8349	01/04/24	EFT	Brycon Corporation	Unclassified	Unclassified	621.37
8348	01/04/24	EFT	ALSCO	Diamond Peak Ski Resort	Food & Beverage	147.52
8353	01/04/24	EFT	Cozzini Bros. Inc	Diamond Peak Ski Resort	Food & Beverage	77.00
8395	01/12/24	EFT	ALSCO	Diamond Peak Ski Resort	Food & Beverage	207.52
8416	01/16/24	EFT	Cozzini Bros. Inc	Diamond Peak Ski Resort	Food & Beverage	48.75
8460	01/25/24	EFT	ALSCO	Diamond Peak Ski Resort	Food & Beverage	266.02
8431	01/23/24	EFT	ALSCO	Diamond Peak Ski Resort	Food & Beverage	120.00
8431	01/23/24	EFT	ALSCO	Diamond Peak Ski Resort	Food & Beverage	267.52
8348	01/04/24	EFT	ALSCO	Diamond Peak Ski Resort	Food & Beverage	146.02
8336	01/02/24	EFT	Brycon Corporation	Diamond Peak Ski Resort	Food & Beverage	12,427.32
8476	01/31/24	EFT	Doppelmayr USA, Inc.	Diamond Peak Ski Resort	Lift Operations	51.40
8338	01/02/24	EFT	Doppelmayr USA, Inc.	Diamond Peak Ski Resort	Lift Operations	441.73
8377	01/09/24	EFT	Doppelmayr USA, Inc.	Diamond Peak Ski Resort	Lift Operations	4,507.23
8401	01/12/24	EFT	Doppelmayr USA, Inc.	Diamond Peak Ski Resort	Lift Operations	32.65
8338	01/02/24	EFT	Doppelmayr USA, Inc.	Diamond Peak Ski Resort	Lift Operations	1,060.68
8356	01/04/24	EFT	Fall Line Corp	Diamond Peak Ski Resort	Slope Maintenance	943.00
8361	01/04/24	EFT	HercRentals	Diamond Peak Ski Resort	Slope Maintenance	6,070.25
8443	01/23/24	EFT	HercRentals	Diamond Peak Ski Resort	Slope Maintenance	65.56
8391	01/09/24	EFT	TechnoAlpin USA, Inc	Diamond Peak Ski Resort	Slope Maintenance	2,459.78
8333	01/02/24	EFT	Amer Sports Winter & Outdoor	Diamond Peak Ski Resort	Child Ski Center	12.00
8371	01/09/24	EFT	Amer Sports Winter & Outdoor	Diamond Peak Ski Resort	Child Ski Center	12.00
8396	01/12/24	EFT	Amer Sports Winter & Outdoor	Diamond Peak Ski Resort	Rental & Repair Shop	12.00
8432	01/23/24	EFT	Amer Sports Winter & Outdoor	Diamond Peak Ski Resort	Rental & Repair Shop	12.00
8459	01/23/24	EFT	Wintersteiger, Inc.	Diamond Peak Ski Resort	Rental & Repair Shop	267.01
8485	01/31/24	EFT	Wintersteiger, Inc.	Diamond Peak Ski Resort	Rental & Repair Shop	1,304.41

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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	Dept name	Div name	AMOUNT
8432	01/23/24	EFT	Amer Sports Winter & Outdoor	Diamond Peak Ski Resort	Rental & Repair Shop	12.00
8396	01/12/24	EFT	Amer Sports Winter & Outdoor	Diamond Peak Ski Resort	Rental & Repair Shop	12.00
8396	01/12/24	EFT	Amer Sports Winter & Outdoor	Diamond Peak Ski Resort	Rental & Repair Shop	12.00
8333	01/02/24	EFT	Amer Sports Winter & Outdoor	Diamond Peak Ski Resort	Rental & Repair Shop	12.00
8333	01/02/24	EFT	Amer Sports Winter & Outdoor	Diamond Peak Ski Resort	Rental & Repair Shop	12.00
8333	01/02/24	EFT	Amer Sports Winter & Outdoor	Diamond Peak Ski Resort	Rental & Repair Shop	12.00
8333	01/02/24	EFT	Amer Sports Winter & Outdoor	Diamond Peak Ski Resort	Rental & Repair Shop	12.00
8396	01/12/24	EFT	Amer Sports Winter & Outdoor	Diamond Peak Ski Resort	Rental & Repair Shop	300.19
8345	01/02/24	EFT	Tahoe Supply Company LLC	Diamond Peak Ski Resort	Property, Parking & Transport	17.74
8455	01/23/24	EFT	Tahoe Supply Company LLC	Diamond Peak Ski Resort	Property, Parking & Transport	58.00
8455	01/23/24	EFT	Tahoe Supply Company LLC	Diamond Peak Ski Resort	Property, Parking & Transport	688.48
8455	01/23/24	EFT	Tahoe Supply Company LLC	Diamond Peak Ski Resort	Property, Parking & Transport	40.40
8455	01/23/24	EFT	Tahoe Supply Company LLC	Diamond Peak Ski Resort	Property, Parking & Transport	(135.00)
8455	01/23/24	EFT	Tahoe Supply Company LLC	Diamond Peak Ski Resort	Property, Parking & Transport	(90.00)
8455	01/23/24	EFT	Tahoe Supply Company LLC	Diamond Peak Ski Resort	Property, Parking & Transport	474.17
8455	01/23/24	EFT	Tahoe Supply Company LLC	Diamond Peak Ski Resort	Property, Parking & Transport	864.00
8390	01/09/24	EFT	Tahoe Supply Company LLC	Diamond Peak Ski Resort	Property, Parking & Transport	954.87
8345	01/02/24	EFT	Tahoe Supply Company LLC	Diamond Peak Ski Resort	Property, Parking & Transport	1,815.54
8337	01/02/24	EFT	CC Cleaning Service, LLC	Diamond Peak Ski Resort	Property, Parking & Transport	9,175.00
8382	01/09/24	EFT	Fire Protection Service Corp	Diamond Peak Ski Resort	Property, Parking & Transport	72.00
8382	01/09/24	EFT	Fire Protection Service Corp	Diamond Peak Ski Resort	Property, Parking & Transport	203.25
8382	01/09/24	EFT	Fire Protection Service Corp	Diamond Peak Ski Resort	Property, Parking & Transport	99.00
8382	01/09/24	EFT	Fire Protection Service Corp	Diamond Peak Ski Resort	Property, Parking & Transport	250.14
8382	01/09/24	EFT	Fire Protection Service Corp	Diamond Peak Ski Resort	Property, Parking & Transport	180.75
8485	01/31/24	EFT	Wintersteiger, Inc.	Diamond Peak Ski Resort	Property, Parking & Transport	72.00
8477	01/31/24	EFT	EXL Media	Diamond Peak Ski Resort	Hyatt Shop	369.00
8438	01/23/24	EFT	Dominic Morelli	Diamond Peak Ski Resort	Marketing	20,700.34
8444	01/23/24	EFT	HUBO International, INC	Diamond Peak Ski Resort	Marketing	250.00
8480	01/31/24	EFT	Hunter Curtis Platte	Diamond Peak Ski Resort	Marketing	8,280.00
8427	01/18/24	EFT	Raley's	Diamond Peak Ski Resort	Marketing	400.00
8427	01/18/24	EFT	Raley's	Diamond Peak Ski Resort	Marketing	8.97
8387	01/09/24	EFT	Sterling Valley Systems Dba:Inmtopia	Diamond Peak Ski Resort	Marketing	64.00
8465	01/25/24	EFT	KPS3 Marketing, Inc	Diamond Peak Ski Resort	Marketing	2,681.50
8407	01/12/24	EFT	KPS3 Marketing, Inc	Diamond Peak Ski Resort	Marketing	1,500.00
8352	01/04/24	EFT	Colorado Printing Solutions/CPC Solutions	Diamond Peak Ski Resort	Marketing	5,592.00
8342	01/02/24	EFT	Jaclyn Ream	Diamond Peak Ski Resort	Marketing	4,066.57
						153.27



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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	Dept name	Div name	AMOUNT
8445	01/23/24	EFT	Jaclyn Ream	Diamond Peak Ski Resort	Marketing	150.00
8383	01/09/24	EFT	MR Copy Inc	Diamond Peak Ski Resort	Administration	627.55
8355	01/04/24	EFT	EXL Media	Diamond Peak Ski Resort	Administration	4,920.07
8340	01/02/24	EFT	Halo Branded Solutions, INC	Diamond Peak Ski Resort	Administration	790.00
8359	01/04/24	EFT	Halo Branded Solutions, INC	Diamond Peak Ski Resort	Administration	3,900.02
8463	01/25/24	EFT	Halo Branded Solutions, INC	Diamond Peak Ski Resort	Administration	512.46
8463	01/25/24	EFT	Halo Branded Solutions, INC	Diamond Peak Ski Resort	Administration	1,135.23
8359	01/04/24	EFT	Halo Branded Solutions, INC	Diamond Peak Ski Resort	Administration	184.10
8446	01/23/24	EFT	Jason Rydd	Diamond Peak Ski Resort	Administration	2,661.04
8376	01/09/24	EFT	Cozzini Bros. Inc	Snowflake Lodge	Food & Beverage	150.00
8382	01/09/24	EFT	Fire Protection Service Corp	Snowflake Lodge	Food & Beverage	48.75
8427	01/18/24	EFT	Raley's	Unclassified	Unclassified	117.00
8427	01/18/24	EFT	Raley's	Unclassified	Unclassified	25.95
8468	01/25/24	EFT	Reno-Tahoe Airport Authority	Recreation Programs	Seniors	11.88
8427	01/18/24	EFT	Raley's	Recreation Programs	Seniors	48.00
8427	01/18/24	EFT	Raley's	Recreation Programs	Seniors	75.93
8427	01/18/24	EFT	Raley's	Recreation Programs	Seniors	49.68
8427	01/18/24	EFT	Raley's	Recreation Programs	Seniors	144.98
8414	01/16/24	EFT	ALSCO	Recreation Programs	Seniors	314.63
8431	01/23/24	EFT	ALSCO	Recreation Center	Rec Center Operations	56.25
8431	01/23/24	EFT	ALSCO	Recreation Center	Rec Center Operations	285.89
8427	01/18/24	EFT	Raley's	Recreation Center	Rec Center Operations	50.32
8427	01/18/24	EFT	Raley's	Recreation Center	Rec Center Operations	62.24
8427	01/18/24	EFT	Raley's	Recreation Center	Rec Center Operations	60.60
8427	01/18/24	EFT	Raley's	Recreation Center	Rec Center Operations	10.96
8427	01/18/24	EFT	Raley's	Recreation Center	Rec Center Operations	21.92
8414	01/16/24	EFT	ALSCO	Recreation Center	Rec Center Operations	309.49
8433	01/23/24	EFT	American Society of Composers,Authors & Publishers	Recreation Center	Rec Center Operations	36.00
8478	01/31/24	EFT	Figuard, Inc.	Recreation Center	Rec Center Operations	408.90
8420	01/16/24	EFT	Sierra Electronics	Recreation Center	Rec Center Operations	55.53
8411	01/12/24	EFT	Sierra Electronics	Recreation Center	Rec Center Operations	55.53
8375	01/09/24	EFT	CC Cleaning Service, LLC	Recreation Center	Rec Center Operations	6,200.00
8339	01/02/24	EFT	Figuard, Inc.	Recreation Center	Rec Center Operations	1,865.30
8339	01/02/24	EFT	Figuard, Inc.	Recreation Center	Rec Center Operations	130.00
8382	01/09/24	EFT	Fire Protection Service Corp	Recreation Center	Rec Center Operations	99.00
8382	01/09/24	EFT	Fire Protection Service Corp	Recreation Center	Rec Center Operations	321.39
8405	01/12/24	EFT	Gwynne Cunningham	Recreation Center	Aquatics	36.68



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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	Dept name	Div name	AMOUNT
8471	01/31/24	EFT	Airgas Inc	Recreation Center	Aquatics	581.12
8331	01/02/24	EFT	Airgas Inc	Recreation Center	Aquatics	607.30
8382	01/09/24	EFT	Fire Protection Service Corp	Recreation Center	Aquatics	99.00
8442	01/23/24	EFT	Gwynne Cunningham	Recreation Center	Aquatics	150.00
8427	01/18/24	EFT	Raley's	Recreation Center	Fitness	9.98
8407	01/12/24	EFT	KPS3 Marketing, Inc	Other Recreation	Administration	4,912.50
8407	01/12/24	EFT	KPS3 Marketing, Inc	Other Recreation	Administration	7,300.00
8382	01/09/24	EFT	Fire Protection Service Corp	Parks	Park Services	99.00
8382	01/09/24	EFT	Fire Protection Service Corp	Parks	Park Services	222.00
8439	01/23/24	EFT	Dunseath Key Co, Inc.	Tennis	Tennis Services	1,589.50
8382	01/09/24	EFT	Fire Protection Service Corp	Tennis	Tennis Services	231.00
8382	01/09/24	EFT	Fire Protection Service Corp	Tennis	Tennis Services	105.00
8358	01/04/24	EFT	Griswold Industries/dba: CLA-VAL CO	Burnt Cedar Beach (DNU)	Administration	(3,596.35)
8472	01/31/24	EFT	Backflow Technologies LLC	Burnt Cedar Beach (DNU)	Administration	762.90
8358	01/04/24	EFT	Griswold Industries/dba: CLA-VAL CO	Burnt Cedar Beach (DNU)	Administration	4,231.00
8382	01/09/24	EFT	Fire Protection Service Corp	Incline Beach	Food & Beverage	99.00
8382	01/09/24	EFT	Fire Protection Service Corp	Beach	Food & Beverage	72.00
8420	01/16/24	EFT	Sierra Electronics	Beach	Beach Hosts	130.53
8411	01/12/24	EFT	Sierra Electronics	Beach	Beach Hosts	130.53
8411	01/12/24	EFT	Sierra Electronics	Beach	Beach Hosts	108.03
8420	01/16/24	EFT	Sierra Electronics	Beach	Park Services	108.03
8335	01/02/24	EFT	Bently Family LLC	Beach	Park Services	439.00
8332	01/02/24	EFT	Airgas National Carbonation	Beach	Aquatics	86.69
8369	01/09/24	EFT	Airgas National Carbonation	Beach	Aquatics	86.69
8394	01/12/24	EFT	Airgas National Carbonation	Beach	Aquatics	308.05
8429	01/23/24	EFT	Airgas National Carbonation	Beach	Aquatics	275.72
8382	01/09/24	EFT	Fire Protection Service Corp	Beach	Administration	222.00
8382	01/09/24	EFT	Fire Protection Service Corp	Beach	Administration	99.00
8456	01/23/24	EFT	Thomas Petroleum, LLC	Unclassified	Unclassified	5,542.13
8456	01/23/24	EFT	Thomas Petroleum, LLC	Unclassified	Unclassified	5,910.06
8385	01/09/24	EFT	Southern Tire Mart LLC	Fleet	Equipment Maintenance	2,146.30
8344	01/02/24	EFT	Silver State International	Fleet	Equipment Maintenance	1,713.99
8354	01/04/24	EFT	Silver State International	Fleet	Equipment Maintenance	300.99
8374	01/09/24	EFT	Cashman Equipment Company	Fleet	Equipment Maintenance	263.36
8388	01/09/24	EFT	Strotz Equipment	Fleet	Equipment Maintenance	43.98
8399	01/12/24	EFT	Cashman Equipment Company	Fleet	Equipment Maintenance	212.00
8412	01/12/24	EFT	Silver State International	Fleet	Equipment Maintenance	(444.65)

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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	Dept name	Div name	AMOUNT
8428	01/18/24	EFT	Stotz Equipment	Fleet	Equipment Maintenance	225.39
8452	01/23/24	EFT	Silver State International	Fleet	Equipment Maintenance	107.98
8484	01/31/24	EFT	Silver State International	Fleet	Equipment Maintenance	137.98
8484	01/31/24	EFT	Silver State International	Fleet	Equipment Maintenance	43.78
8484	01/31/24	EFT	Silver State International	Fleet	Equipment Maintenance	91.02
8453	01/23/24	EFT	Stotz Equipment	Fleet	Equipment Maintenance	34.43
8453	01/23/24	EFT	Stotz Equipment	Fleet	Equipment Maintenance	480.27
8364	01/04/24	EFT	Silver State International	Fleet	Equipment Maintenance	(156.56)
8344	01/02/24	EFT	Silver State International	Fleet	Equipment Maintenance	1,008.54
8451	01/23/24	EFT	Richard Allen	Fleet	Equipment Maintenance	150.00
8453	01/23/24	EFT	Stotz Equipment	Fleet	Golf Equipment Maintenance	1,376.32
8453	01/23/24	EFT	Stotz Equipment	Fleet	Golf Equipment Maintenance	326.50
8362	01/04/24	EFT	L.A. Perks Plumbing & Heating, Inc.	Fleet	Ski Equipment Maintenance	8,904.00
8484	01/31/24	EFT	Silver State International	Fleet	Ski Equipment Maintenance	(1,176.99)
8484	01/31/24	EFT	Silver State International	Fleet	Ski Equipment Maintenance	1,176.99
8412	01/12/24	EFT	Silver State International	Fleet	Ski Equipment Maintenance	935.33
8469	01/25/24	EFT	Sierra Office Solutions	Fleet	Ski Equipment Maintenance	124.33
8343	01/02/24	EFT	Johnson Controls	Engineering	Engineering Operations	578.56
8347	01/04/24	EFT	A-1 National Fire Co / DBA Summit Companies	Buildings	Building Maintenance	983.35
8343	01/02/24	EFT	Johnson Controls	Buildings	Building Maintenance	417.00
8343	01/02/24	EFT	Johnson Controls	Buildings	Building Maintenance	417.00
8351	01/04/24	EFT	Richard Clark	Buildings	Building Maintenance	541.00
8386	01/09/24	EFT	Specialized Elevator Services Holdings LLC	Buildings	Building Maintenance	2,804.00
8470	01/25/24	EFT	Specialized Elevator Services Holdings LLC	Buildings	Building Maintenance	1,317.00
8474	01/31/24	EFT	Building Control Services, Inc.	Buildings	Building Maintenance	979.29
8479	01/31/24	EFT	Great Basin Entry Inc	Buildings	Building Maintenance	3,754.96
8482	01/31/24	EFT	Johnson Controls	Buildings	Building Maintenance	1,390.50
8367	01/04/24	EFT	WageWorks, INC	Unclassified	Unclassified	153.00
8458	01/23/24	EFT	WageWorks, INC	Unclassified	Unclassified	20.00
8458	01/23/24	EFT	WageWorks, INC	Unclassified	Unclassified	41.32
8458	01/23/24	EFT	WageWorks, INC	Unclassified	Unclassified	634.44
8458	01/23/24	EFT	WageWorks, INC	Unclassified	Unclassified	10.00
8458	01/23/24	EFT	WageWorks, INC	Unclassified	Unclassified	38.48
8458	01/23/24	EFT	WageWorks, INC	Unclassified	Unclassified	1,375.00
8458	01/23/24	EFT	WageWorks, INC	Unclassified	Unclassified	2,465.00
8458	01/23/24	EFT	WageWorks, INC	Unclassified	Unclassified	285.00
8458	01/23/24	EFT	WageWorks, INC	Unclassified	Unclassified	450.01



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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	Dept name	Div name	AMOUNT
8458	01/23/24	EFT	WageWorks, INC	Unclassified	Unclassified	(317.22)
8367	01/04/24	EFT	WageWorks, INC	Unclassified	Unclassified	210.00
8367	01/04/24	EFT	WageWorks, INC	Unclassified	Unclassified	93.10
8367	01/04/24	EFT	WageWorks, INC	Unclassified	Unclassified	1,215.94
8367	01/04/24	EFT	WageWorks, INC	Unclassified	Unclassified	(500.00)
Total EFT						655,848.12
11821822	01/18/24	MANUAL	Refuse, Inc DBA Waste Management of Nevada	General Government	Administration	89.68
11821770	01/18/24	MANUAL	Reno Disposal/Dbas:Waste Management of Nevada	General Government	Administration	363.18
11821769	01/18/24	MANUAL	Reno Disposal/Dbas:Waste Management of Nevada	General Government	Administration	363.18
11821521	01/16/24	MANUAL	AT&T	General Government	Administration	1,127.58
11821544	01/16/24	MANUAL	AT&T	General Government	Administration	1,130.29
11821545	01/16/24	MANUAL	AT&T	General Government	Administration	1,178.92
11821832	01/22/24	MANUAL	AT&T Mobility - PAY ONLINE	General Government	Administration	56.13
11821831	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	General Government	Administration	56.11
11821830	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	General Government	Administration	56.11
11821545	01/16/24	MANUAL	AT&T	General Government	Administration	464.84
11821545	01/16/24	MANUAL	AT&T	General Government	Administration	335.10
11821544	01/16/24	MANUAL	AT&T	General Government	Administration	469.81
11821544	01/16/24	MANUAL	AT&T	General Government	Administration	339.69
11821521	01/16/24	MANUAL	AT&T	General Government	Administration	1.40
11821521	01/16/24	MANUAL	AT&T	General Government	Administration	530.67
11821832	01/22/24	MANUAL	AT&T Mobility - PAY ONLINE	General Government	Administration	337.06
11821831	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Executive	General Manager	48.89
11821830	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Executive	General Manager	93.24
11821545	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Executive	General Manager	93.24
11821544	01/16/24	MANUAL	AT&T	Executive	General Manager	2.67
11821521	01/16/24	MANUAL	AT&T	Executive	General Manager	2.70
11821832	01/22/24	MANUAL	AT&T Mobility - PAY ONLINE	Executive	General Manager	3.05
11821831	01/22/24	MANUAL	AT&T Mobility - PAY ONLINE	Financial Administration	Accounting	135.74
11821830	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Financial Administration	Accounting	224.44
11821832	01/22/24	MANUAL	AT&T Mobility - PAY ONLINE	Financial Administration	Accounting	195.76
11821831	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Financial Administration	Information Services	37.15
11821830	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Financial Administration	Information Services	37.13
11821637	01/10/24	MANUAL	Amazon Capital Services, INC	Financial Administration	Information Services	848.67
11821545	01/16/24	MANUAL	AT&T	Financial Administration	Information Services	4,760.00
11821544	01/16/24	MANUAL	AT&T	Financial Administration	Information Services	4,760.00

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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	Dept name	Div name	AMOUNT
11821521	01/16/24	MANUAL AT&T		Financial Administration	Information Services	4,760.00
11821832	01/22/24	MANUAL	AT&T Mobility - PAY ONLINE	Financial Administration	Information Services	454.07
11821831	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Financial Administration	Information Services	453.92
11821830	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Financial Administration	Information Services	921.92
11821545	01/16/24	MANUAL	AT&T	Financial Administration	Information Services	75.29
11821544	01/16/24	MANUAL	AT&T	Financial Administration	Information Services	76.09
11821521	01/16/24	MANUAL	AT&T	Financial Administration	Information Services	85.95
11821832	01/22/24	MANUAL	AT&T Mobility - PAY ONLINE	Financial Administration	Risk Management	55.83
11821831	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Financial Administration	Risk Management	14.03
11821830	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Financial Administration	Risk Management	14.03
11821832	01/22/24	MANUAL	AT&T Mobility - PAY ONLINE	Personnel Administration	Human Resources	186.67
11821831	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Personnel Administration	Human Resources	224.44
11821830	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Personnel Administration	Human Resources	206.71
11821385	01/18/24	MANUAL	Reno Disposal/Dbas:Waste Management of Nevada	Parks	Park Services	465.22
11821769	01/18/24	MANUAL	Reno Disposal/Dbas:Waste Management of Nevada	Parks	Park Services	930.44
11821771	01/18/24	MANUAL	Reno Disposal/Dbas:Waste Management of Nevada	Parks	Park Services	465.22
11821822	01/18/24	MANUAL	Refuse, Inc DBA Waste Management of Nevada	Parks	Park Services	119.75
11821770	01/18/24	MANUAL	Reno Disposal/Dbas:Waste Management of Nevada	Parks	Park Services	930.44
11821823	01/22/24	MANUAL	AT&T Mobility - PAY ONLINE	Parks	Park Services	781.87
11821824	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Parks	Park Services	904.13
11821825	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Parks	Park Services	1,453.95
11821826	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Parks	Park Services	8.40
11821832	01/22/24	MANUAL	AT&T Mobility - PAY ONLINE	Parks	Park Services	14.03
11821831	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Parks	Park Services	14.03
11821830	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Parks	Park Services	14.03
11821545	01/16/24	MANUAL	AT&T	Parks	Park Services	147.70
11821544	01/16/24	MANUAL	AT&T	Parks	Park Services	130.35
11821544	01/16/24	MANUAL	AT&T	Parks	Park Services	150.26
11821544	01/16/24	MANUAL	AT&T	Parks	Park Services	134.94
11821521	01/16/24	MANUAL	AT&T	Parks	Park Services	181.57
11821521	01/16/24	MANUAL	AT&T	Parks	Park Services	132.31
11821832	01/22/24	MANUAL	AT&T Mobility - PAY ONLINE	Water	Pumping	0.17
11821831	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Water	Pumping	15.88
11821830	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Water	Pumping	16.83
11821545	01/16/24	MANUAL	AT&T	Water	Pumping	5.92
11821544	01/16/24	MANUAL	AT&T	Water	Pumping	6.04
11821521	01/16/24	MANUAL	AT&T	Water	Pumping	7.48

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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	Dept name	Div name	AMOUNT
11821832	01/22/24	MANUAL	AT&T Mobility - PAY ONLINE	Water	Treatment	136.60
11821831	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Water	Treatment	173.20
11821830	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Water	Treatment	175.42
11821545	01/16/24	MANUAL	AT&T	Water	Treatment	12.71
11821544	01/16/24	MANUAL	AT&T	Water	Treatment	12.96
11821521	01/16/24	MANUAL	AT&T	Water	Treatment	16.06
11821832	01/22/24	MANUAL	AT&T Mobility - PAY ONLINE	Water	Transmission	379.31
11821831	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Water	Transmission	347.59
11821830	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Water	Transmission	347.59
11821545	01/16/24	MANUAL	AT&T	Water	Transmission	24.76
11821544	01/16/24	MANUAL	AT&T	Water	Transmission	25.26
11821521	01/16/24	MANUAL	AT&T	Water	Transmission	31.31
11821504	01/16/24	MANUAL	Utility Telecom Group, LLC	Water	Transmission	458.14
11821832	01/22/24	MANUAL	AT&T Mobility - PAY ONLINE	Water	Compliance Services	136.51
11821831	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Water	Compliance Services	136.47
11821830	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Water	Compliance Services	136.47
11821545	01/16/24	MANUAL	AT&T	Water	Compliance Services	10.86
11821544	01/16/24	MANUAL	AT&T	Water	Compliance Services	11.08
11821521	01/16/24	MANUAL	AT&T	Water	Compliance Services	13.73
11821504	01/16/24	MANUAL	Utility Telecom Group, LLC	Water	Compliance Services	128.28
11821599	01/18/24	MANUAL	Reno Disposal/Dbas:Waste Management of Nevada	Water	Shared Expenses	587.27
11821832	01/22/24	MANUAL	AT&T Mobility - PAY ONLINE	Water	Shared Expenses	77.73
11821831	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Water	Shared Expenses	93.24
11821830	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Water	Shared Expenses	78.90
11821770	01/18/24	MANUAL	Reno Disposal/Dbas:Waste Management of Nevada	Water	Administration	505.26
11821769	01/18/24	MANUAL	Reno Disposal/Dbas:Waste Management of Nevada	Water	Administration	505.26
11821545	01/16/24	MANUAL	AT&T	Water	Administration	32.87
11821544	01/16/24	MANUAL	AT&T	Water	Administration	33.52
11821521	01/16/24	MANUAL	AT&T	Water	Administration	41.55
11821832	01/22/24	MANUAL	AT&T Mobility - PAY ONLINE	Sewer	Supply	63.24
11821831	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Sewer	Supply	63.24
11821830	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Sewer	Supply	83.24
11821383	01/18/24	MANUAL	Waste Mgmt Lockwood (refuse)	Sewer	Pumping	607.28
11821820	01/18/24	MANUAL	Waste Mgmt Lockwood (refuse)	Sewer	Pumping	607.28
11821821	01/18/24	MANUAL	Refuse, Inc DBA Waste Management of Nevada	Sewer	Pumping	0.72
11821832	01/22/24	MANUAL	AT&T Mobility - PAY ONLINE	Sewer	Pumping	80.38
11821831	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Sewer	Pumping	80.36



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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	Dept name	Div name	AMOUNT
11821830	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Sewer	Pumping	80.36
11821545	01/16/24	MANUAL	AT&T	Sewer	Pumping	34.17
11821545	01/16/24	MANUAL	AT&T	Sewer	Pumping	528.00
11821544	01/16/24	MANUAL	AT&T	Sewer	Pumping	34.85
11821544	01/16/24	MANUAL	AT&T	Sewer	Pumping	528.00
11821521	01/16/24	MANUAL	AT&T	Sewer	Pumping	43.20
11821521	01/16/24	MANUAL	AT&T	Sewer	Pumping	528.00
11821819	01/18/24	MANUAL	Reno Disposal/Db:Waste Management of Nevada	Sewer	Treatment	527.18
11821770	01/18/24	MANUAL	Reno Disposal/Db:Waste Management of Nevada	Sewer	Treatment	27.60
11821769	01/18/24	MANUAL	Reno Disposal/Db:Waste Management of Nevada	Sewer	Treatment	27.60
11821832	01/22/24	MANUAL	AT&T Mobility - PAY ONLINE	Sewer	Treatment	479.78
11821831	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Sewer	Treatment	479.58
11821830	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Sewer	Treatment	479.58
11821545	01/16/24	MANUAL	AT&T	Sewer	Treatment	330.49
11821545	01/16/24	MANUAL	AT&T	Sewer	Treatment	122.09
11821545	01/16/24	MANUAL	AT&T	Sewer	Treatment	106.09
11821545	01/16/24	MANUAL	AT&T	Sewer	Treatment	19.72
11821544	01/16/24	MANUAL	AT&T	Sewer	Treatment	340.19
11821544	01/16/24	MANUAL	AT&T	Sewer	Treatment	131.69
11821544	01/16/24	MANUAL	AT&T	Sewer	Treatment	115.69
11821544	01/16/24	MANUAL	AT&T	Sewer	Treatment	20.11
11821521	01/16/24	MANUAL	AT&T	Sewer	Treatment	335.56
11821521	01/16/24	MANUAL	AT&T	Sewer	Treatment	127.06
11821521	01/16/24	MANUAL	AT&T	Sewer	Treatment	111.06
11821521	01/16/24	MANUAL	AT&T	Sewer	Treatment	24.93
11821832	01/22/24	MANUAL	AT&T Mobility - PAY ONLINE	Sewer	Transmission	149.97
11821831	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Sewer	Transmission	186.48
11821830	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Sewer	Transmission	186.48
11821545	01/16/24	MANUAL	AT&T	Sewer	Transmission	23.20
11821544	01/16/24	MANUAL	AT&T	Sewer	Transmission	23.66
11821521	01/16/24	MANUAL	AT&T	Sewer	Transmission	29.33
11821504	01/16/24	MANUAL	Utility Telecom Group, LLC	Sewer	Transmission	219.91
11821545	01/16/24	MANUAL	AT&T	Sewer	Administration	0.77
11821545	01/16/24	MANUAL	AT&T	Sewer	Administration	19.72
11821544	01/16/24	MANUAL	AT&T	Sewer	Administration	5.65
11821544	01/16/24	MANUAL	AT&T	Sewer	Administration	20.11
11821521	01/16/24	MANUAL	AT&T	Sewer	Administration	12.00

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11821521	01/16/24	MANUAL	AT&T	Sewer	Administration	24.93
11821545	01/16/24	MANUAL	AT&T	Solid Waste	Solid Waste	9.99
11821544	01/16/24	MANUAL	AT&T	Solid Waste	Solid Waste	10.19
11821521	01/16/24	MANUAL	AT&T	Solid Waste	Solid Waste	12.63
11821504	01/16/24	MANUAL	Utility Telecom Group, LLC	Solid Waste	Solid Waste	119.12
11821507	01/16/24	MANUAL	Ping Golf Equipment	Unclassified	Unclassified	(168.00)
11821508	01/16/24	MANUAL	Ping Golf Equipment	Unclassified	Unclassified	(54.00)
11821509	01/16/24	MANUAL	Ping Golf Equipment	Unclassified	Unclassified	(90.00)
11821512	01/16/24	MANUAL	Acushnet Company	Unclassified	Unclassified	275.00
11821513	01/16/24	MANUAL	Acushnet Company	Unclassified	Unclassified	(150.00)
11821719	01/25/24	MANUAL	US Foodservice, Inc.	Unclassified	Unclassified	325.65
11821738	01/25/24	MANUAL	US Foodservice, Inc.	Unclassified	Unclassified	612.80
11821780	01/11/24	MANUAL	US Foodservice, Inc.	Unclassified	Unclassified	88.36
11821781	01/11/24	MANUAL	US Foodservice, Inc.	Unclassified	Unclassified	23.34
11821782	01/11/24	MANUAL	US Foodservice, Inc.	Unclassified	Unclassified	3,664.19
11821784	01/11/24	MANUAL	US Foodservice, Inc.	Unclassified	Unclassified	84.26
11821792	01/11/24	MANUAL	US Foodservice, Inc.	Unclassified	Unclassified	516.66
11821794	01/11/24	MANUAL	US Foodservice, Inc.	Unclassified	Unclassified	472.90
11821795	01/11/24	MANUAL	US Foodservice, Inc.	Unclassified	Unclassified	177.38
11821796	01/11/24	MANUAL	US Foodservice, Inc.	Unclassified	Unclassified	2,021.11
11821797	01/11/24	MANUAL	US Foodservice, Inc.	Unclassified	Unclassified	85.33
11821798	01/11/24	MANUAL	US Foodservice, Inc.	Unclassified	Unclassified	160.80
11821799	01/11/24	MANUAL	US Foodservice, Inc.	Unclassified	Unclassified	88.45
11821800	01/11/24	MANUAL	US Foodservice, Inc.	Unclassified	Unclassified	695.97
11821801	01/11/24	MANUAL	US Foodservice, Inc.	Unclassified	Unclassified	365.22
11821803	01/11/24	MANUAL	US Foodservice, Inc.	Unclassified	Unclassified	1,668.75
11821835	01/16/24	MANUAL	Southern Glazer's Wine & Spirits	Unclassified	Unclassified	583.50
11821802	01/11/24	MANUAL	US Foodservice, Inc.	Unclassified	Unclassified	3,970.70
11821788	01/11/24	MANUAL	US Foodservice, Inc.	Unclassified	Unclassified	7,278.34
11821785	01/11/24	MANUAL	US Foodservice, Inc.	Unclassified	Unclassified	3,213.52
11821745	01/10/24	MANUAL	Sysco Food Services of Sacramento	Unclassified	Unclassified	818.20
11821744	01/10/24	MANUAL	Sysco Food Services of Sacramento	Unclassified	Unclassified	342.75
11821743	01/10/24	MANUAL	Sysco Food Services of Sacramento	Unclassified	Unclassified	490.68
11821733	01/25/24	MANUAL	US Foodservice, Inc.	Unclassified	Unclassified	2,884.30
11821732	01/25/24	MANUAL	US Foodservice, Inc.	Unclassified	Unclassified	5,530.11
11821835	01/16/24	MANUAL	Southern Glazer's Wine & Spirits	Unclassified	Unclassified	227.50
11821833	01/16/24	MANUAL	Southern Glazer's Wine & Spirits	Unclassified	Unclassified	914.30



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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	Dept name	Div name	AMOUNT
11821836	01/16/24	MANUAL	Southern Glazer's Wine & Spirits	Unclassified	Unclassified	134.40
11821835	01/16/24	MANUAL	Southern Glazer's Wine & Spirits	Unclassified	Unclassified	1,550.47
11821836	01/16/24	MANUAL	Southern Glazer's Wine & Spirits	Unclassified	Unclassified	1,264.91
11821515	01/04/24	MANUAL	PNC Bank, National Association DBA PNC Equipment F	Unclassified	Unclassified	2,377.27
11821832	01/22/24	MANUAL	AT&T Mobility - PAY ONLINE	Championship Course	Course Operations	10.57
11821831	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Championship Course	Course Operations	50.50
11821830	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Championship Course	Course Operations	50.50
11821770	01/18/24	MANUAL	Reno Disposal/Dbas:Waste Management of Nevada	Championship Course	Course Maintenance	1,501.93
11821770	01/18/24	MANUAL	Reno Disposal/Dbas:Waste Management of Nevada	Championship Course	Course Maintenance	311.59
11821769	01/18/24	MANUAL	Reno Disposal/Dbas:Waste Management of Nevada	Championship Course	Course Maintenance	1,501.93
11821769	01/18/24	MANUAL	Reno Disposal/Dbas:Waste Management of Nevada	Championship Course	Course Maintenance	311.59
11821832	01/22/24	MANUAL	AT&T Mobility - PAY ONLINE	Championship Course	Course Maintenance	74.88
11821831	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Championship Course	Course Maintenance	74.86
11821830	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Championship Course	Course Maintenance	74.86
11821545	01/16/24	MANUAL	AT&T	Championship Course	Course Maintenance	81.04
11821544	01/16/24	MANUAL	AT&T	Championship Course	Course Maintenance	82.49
11821521	01/16/24	MANUAL	AT&T	Championship Course	Course Maintenance	100.31
11821510	01/16/24	MANUAL	Ping Golf Equipment	Championship Course	Driving Range	14.00
11821511	01/16/24	MANUAL	Ping Golf Equipment	Championship Course	Driving Range	786.58
11821518	01/12/24	MANUAL	GPS Industries, LLC	Championship Course	Golf Carts	800.00
11821832	01/22/24	MANUAL	AT&T Mobility - PAY ONLINE	Championship Course	Equipment Repair	37.51
11821831	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Championship Course	Equipment Repair	37.50
11821830	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Championship Course	Equipment Repair	37.50
11821545	01/16/24	MANUAL	AT&T	Championship Course	Equipment Repair	12.51
11821544	01/16/24	MANUAL	AT&T	Championship Course	Equipment Repair	12.73
11821521	01/16/24	MANUAL	AT&T	Championship Course	Equipment Repair	15.48
11821832	01/22/24	MANUAL	AT&T Mobility - PAY ONLINE	Championship Course	Food & Beverage	107.14
11821831	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Championship Course	Food & Beverage	107.11
11821830	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Championship Course	Food & Beverage	107.11
11821522	01/17/24	MANUAL	AT&T (U-Verse)	Championship Course	Food & Beverage	173.55
11821832	01/22/24	MANUAL	AT&T Mobility - PAY ONLINE	Championship Course	Administration	67.87
11821831	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Championship Course	Administration	112.22
11821830	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Championship Course	Administration	112.22
11821545	01/16/24	MANUAL	AT&T	Championship Course	Administration	433.40
11821545	01/16/24	MANUAL	AT&T	Championship Course	Administration	352.29
11821544	01/16/24	MANUAL	AT&T	Championship Course	Administration	0.41
11821544	01/16/24	MANUAL	AT&T	Championship Course	Administration	440.68

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## Check Register Continued

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	Dept name	Div name	AMOUNT
11821544	01/16/24	MANUAL AT&T		Championship Course	Administration	353.74
11821521	01/16/24	MANUAL AT&T		Championship Course	Administration	0.50
11821521	01/16/24	MANUAL AT&T		Championship Course	Administration	529.81
11821521	01/16/24	MANUAL AT&T		Championship Course	Administration	371.50
11821515	01/04/24	MANUAL	PNC Bank, National Association DBA PNC Equipment F	Championship Course	Administration	156.17
11821770	01/18/24	MANUAL	Reno Disposal/Dbas:Waste Management of Nevada	Mountain Course	Course Maintenance	68.00
11821769	01/18/24	MANUAL	Reno Disposal/Dbas:Waste Management of Nevada	Mountain Course	Course Maintenance	(315.72)
11821545	01/16/24	MANUAL AT&T		Mountain Course	Course Maintenance	278.61
11821544	01/16/24	MANUAL AT&T		Mountain Course	Course Maintenance	279.76
11821521	01/16/24	MANUAL AT&T		Mountain Course	Course Maintenance	294.30
11821545	01/16/24	MANUAL AT&T		Mountain Course	Food & Beverage	9.69
11821544	01/16/24	MANUAL AT&T		Mountain Course	Food & Beverage	9.88
11821521	01/16/24	MANUAL AT&T		Mountain Course	Food & Beverage	12.25
11821832	01/22/24	MANUAL	AT&T Mobility - PAY ONLINE	Mountain Course	Administration	1.17
11821831	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Mountain Course	Administration	5.61
11821830	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Mountain Course	Administration	5.61
11821545	01/16/24	MANUAL AT&T		Mountain Course	Administration	306.46
11821545	01/16/24	MANUAL AT&T		Mountain Course	Administration	130.35
11821544	01/16/24	MANUAL AT&T		Mountain Course	Administration	307.73
11821544	01/16/24	MANUAL AT&T		Mountain Course	Administration	134.94
11821521	01/16/24	MANUAL AT&T		Mountain Course	Administration	323.72
11821521	01/16/24	MANUAL AT&T		Mountain Course	Administration	132.31
11821545	01/16/24	MANUAL AT&T		Facilities	Chateau	93.54
11821544	01/16/24	MANUAL AT&T		Facilities	Chateau	0.09
11821544	01/16/24	MANUAL AT&T		Facilities	Chateau	95.22
11821521	01/16/24	MANUAL AT&T		Facilities	Chateau	0.11
11821521	01/16/24	MANUAL AT&T		Facilities	Chateau	115.79
11821799	01/11/24	MANUAL	US Foodservice, Inc.	Facilities	Food & Beverage	70.41
11821794	01/11/24	MANUAL	US Foodservice, Inc.	Facilities	Food & Beverage	370.26
11821770	01/18/24	MANUAL	Reno Disposal/Dbas:Waste Management of Nevada	Facilities	Food & Beverage	1,501.93
11821769	01/18/24	MANUAL	Reno Disposal/Dbas:Waste Management of Nevada	Facilities	Food & Beverage	1,501.93
11821832	01/22/24	MANUAL	AT&T Mobility - PAY ONLINE	Facilities	Food & Beverage	49.86
11821831	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Facilities	Food & Beverage	49.86
11821830	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Facilities	Food & Beverage	49.86
11821545	01/16/24	MANUAL AT&T		Facilities	Food & Beverage	87.17
11821544	01/16/24	MANUAL AT&T		Facilities	Food & Beverage	0.26
11821544	01/16/24	MANUAL AT&T		Facilities	Food & Beverage	88.91

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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	Dept name	Div name	AMOUNT
11821521	01/16/24	MANUAL	AT&T	Facilities	Food & Beverage	0.32
11821521	01/16/24	MANUAL	AT&T	Facilities	Food & Beverage	110.23
11821404	01/04/24	MANUAL	Sysco Food Services of Sacramento	Unclassified	Unclassified	(101.51)
11821405	01/04/24	MANUAL	Sysco Food Services of Sacramento	Unclassified	Unclassified	160.30
11821686	01/10/24	MANUAL	Sierra Meat Co	Unclassified	Unclassified	63.90
11821687	01/10/24	MANUAL	Sierra Meat Co	Unclassified	Unclassified	239.52
11821688	01/10/24	MANUAL	Sierra Meat Co	Unclassified	Unclassified	1,855.40
11821689	01/10/24	MANUAL	Sierra Meat Co	Unclassified	Unclassified	437.12
11821718	01/25/24	MANUAL	Breakthru Beverage NV Reno, LLC	Unclassified	Unclassified	54.00
11821720	01/25/24	MANUAL	US Foodservice, Inc.	Unclassified	Unclassified	53.46
11821721	01/25/24	MANUAL	US Foodservice, Inc.	Unclassified	Unclassified	100.95
11821722	01/25/24	MANUAL	US Foodservice, Inc.	Unclassified	Unclassified	1,842.94
11821723	01/25/24	MANUAL	US Foodservice, Inc.	Unclassified	Unclassified	983.72
11821725	01/25/24	MANUAL	US Foodservice, Inc.	Unclassified	Unclassified	43.92
11821726	01/25/24	MANUAL	US Foodservice, Inc.	Unclassified	Unclassified	115.98
11821728	01/25/24	MANUAL	US Foodservice, Inc.	Unclassified	Unclassified	153.44
11821736	01/25/24	MANUAL	US Foodservice, Inc.	Unclassified	Unclassified	2,658.81
11821786	01/11/24	MANUAL	US Foodservice, Inc.	Unclassified	Unclassified	(328.26)
11821805	01/11/24	MANUAL	US Foodservice, Inc.	Unclassified	Unclassified	45.29
11821834	01/16/24	MANUAL	Southern Glazer's Wine & Spirits	Unclassified	Unclassified	280.00
11821840	01/16/24	MANUAL	Southern Glazer's Wine & Spirits	Unclassified	Unclassified	114.00
11821838	01/16/24	MANUAL	Southern Glazer's Wine & Spirits	Unclassified	Unclassified	285.00
11821741	01/16/24	MANUAL	Sysco Food Services of Sacramento	Unclassified	Unclassified	333.80
11821740	01/16/24	MANUAL	Sysco Food Services of Sacramento	Unclassified	Unclassified	941.64
11821739	01/16/24	MANUAL	Sysco Food Services of Sacramento	Unclassified	Unclassified	1,115.72
11821729	01/25/24	MANUAL	US Foodservice, Inc.	Unclassified	Unclassified	9,998.32
11821727	01/25/24	MANUAL	US Foodservice, Inc.	Unclassified	Unclassified	6,017.79
11821724	01/25/24	MANUAL	US Foodservice, Inc.	Unclassified	Unclassified	12,252.53
11821717	01/25/24	MANUAL	Breakthru Beverage NV Reno, LLC	Unclassified	Unclassified	1,128.00
11821716	01/25/24	MANUAL	Sysco Food Services of Sacramento	Unclassified	Unclassified	387.15
11821715	01/25/24	MANUAL	Sysco Food Services of Sacramento	Unclassified	Unclassified	2,097.28
11821714	01/25/24	MANUAL	Sysco Food Services of Sacramento	Unclassified	Unclassified	743.03
11821712	01/25/24	MANUAL	Southern Glazer's Wine & Spirits	Unclassified	Unclassified	94.00
11821711	01/25/24	MANUAL	Southern Glazer's Wine & Spirits	Unclassified	Unclassified	312.00
11821709	01/25/24	MANUAL	Southern Glazer's Wine & Spirits	Unclassified	Unclassified	291.00
11821407	01/04/24	MANUAL	Sysco Food Services of Sacramento	Unclassified	Unclassified	775.31
11821406	01/04/24	MANUAL	Sysco Food Services of Sacramento	Unclassified	Unclassified	511.68

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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	Dept name	Div name	AMOUNT
11821710	01/25/24	MANUAL	Southern Glazer's Wine & Spirits	Unclassified	Unclassified	(97.50)
11821839	01/16/24	MANUAL	Southern Glazer's Wine & Spirits	Unclassified	Unclassified	612.50
11821840	01/16/24	MANUAL	Southern Glazer's Wine & Spirits	Unclassified	Unclassified	230.00
11821838	01/16/24	MANUAL	Southern Glazer's Wine & Spirits	Unclassified	Unclassified	117.00
11821713	01/25/24	MANUAL	Southern Glazer's Wine & Spirits	Unclassified	Unclassified	354.00
11821712	01/25/24	MANUAL	Southern Glazer's Wine & Spirits	Unclassified	Unclassified	130.00
11821711	01/25/24	MANUAL	Southern Glazer's Wine & Spirits	Unclassified	Unclassified	411.00
11821709	01/25/24	MANUAL	Southern Glazer's Wine & Spirits	Unclassified	Unclassified	761.00
11821840	01/16/24	MANUAL	Southern Glazer's Wine & Spirits	Unclassified	Unclassified	1,317.66
11821713	01/25/24	MANUAL	Southern Glazer's Wine & Spirits	Unclassified	Unclassified	642.42
11821711	01/25/24	MANUAL	Southern Glazer's Wine & Spirits	Unclassified	Unclassified	742.44
11821709	01/25/24	MANUAL	Southern Glazer's Wine & Spirits	Unclassified	Unclassified	591.94
11821711	01/25/24	MANUAL	Southern Glazer's Wine & Spirits	Unclassified	Unclassified	2,646.77
11821712	01/25/24	MANUAL	Southern Glazer's Wine & Spirits	Unclassified	Unclassified	1,653.60
11821713	01/25/24	MANUAL	Southern Glazer's Wine & Spirits	Unclassified	Unclassified	3,197.27
11821742	01/16/24	MANUAL	Southern Glazer's Wine & Spirits	Unclassified	Unclassified	618.89
11821838	01/16/24	MANUAL	Breakthru Beverage NV Reno, LLC	Unclassified	Unclassified	1,720.90
11821840	01/16/24	MANUAL	Southern Glazer's Wine & Spirits	Unclassified	Unclassified	914.26
11821545	01/16/24	MANUAL	Southern Glazer's Wine & Spirits	Unclassified	Unclassified	955.73
11821544	01/16/24	MANUAL	AT&T	Diamond Peak Ski Resort	Equipment Repair	0.77
11821521	01/16/24	MANUAL	AT&T	Diamond Peak Ski Resort	Equipment Repair	0.71
11821406	01/04/24	MANUAL	Sysco Food Services of Sacramento	Diamond Peak Ski Resort	Equipment Repair	0.87
11821407	01/04/24	MANUAL	Sysco Food Services of Sacramento	Diamond Peak Ski Resort	Food & Beverage	553.25
11821714	01/25/24	MANUAL	Sysco Food Services of Sacramento	Diamond Peak Ski Resort	Food & Beverage	1,302.60
11821715	01/25/24	MANUAL	Sysco Food Services of Sacramento	Diamond Peak Ski Resort	Food & Beverage	658.80
11821716	01/25/24	MANUAL	Sysco Food Services of Sacramento	Diamond Peak Ski Resort	Food & Beverage	432.55
11821717	01/25/24	MANUAL	Sysco Food Services of Sacramento	Diamond Peak Ski Resort	Food & Beverage	860.13
11821727	01/25/24	MANUAL	Breakthru Beverage NV Reno, LLC	Diamond Peak Ski Resort	Food & Beverage	5.00
11821729	01/25/24	MANUAL	US Foodservice, Inc.	Diamond Peak Ski Resort	Food & Beverage	876.11
11821732	01/25/24	MANUAL	US Foodservice, Inc.	Diamond Peak Ski Resort	Food & Beverage	1,472.47
11821733	01/25/24	MANUAL	US Foodservice, Inc.	Diamond Peak Ski Resort	Food & Beverage	739.01
11821737	01/25/24	MANUAL	US Foodservice, Inc.	Diamond Peak Ski Resort	Food & Beverage	70.41
11821739	01/16/24	MANUAL	Sysco Food Services of Sacramento	Diamond Peak Ski Resort	Food & Beverage	255.88
11821740	01/16/24	MANUAL	Sysco Food Services of Sacramento	Diamond Peak Ski Resort	Food & Beverage	1,012.62
11821741	01/16/24	MANUAL	Sysco Food Services of Sacramento	Diamond Peak Ski Resort	Food & Beverage	416.24
11821743	01/10/24	MANUAL	Sysco Food Services of Sacramento	Diamond Peak Ski Resort	Food & Beverage	406.99
						271.29

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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	Dept name	Div name	AMOUNT
11821744	01/10/24	MANUAL	Sysco Food Services of Sacramento	Diamond Peak Ski Resort	Food & Beverage	447.13
11821745	01/10/24	MANUAL	Sysco Food Services of Sacramento	Diamond Peak Ski Resort	Food & Beverage	57.93
11821746	01/10/24	MANUAL	Sysco Food Services of Sacramento	Diamond Peak Ski Resort	Food & Beverage	24.14
11821783	01/11/24	MANUAL	US Foodservice, Inc.	Diamond Peak Ski Resort	Food & Beverage	842.02
11821785	01/11/24	MANUAL	US Foodservice, Inc.	Diamond Peak Ski Resort	Food & Beverage	964.14
11821787	01/11/24	MANUAL	US Foodservice, Inc.	Diamond Peak Ski Resort	Food & Beverage	47.69
11821788	01/11/24	MANUAL	US Foodservice, Inc.	Diamond Peak Ski Resort	Food & Beverage	1,822.26
11821791	01/11/24	MANUAL	US Foodservice, Inc.	Diamond Peak Ski Resort	Food & Beverage	66.96
11821802	01/11/24	MANUAL	US Foodservice, Inc.	Diamond Peak Ski Resort	Food & Beverage	340.98
11821804	01/11/24	MANUAL	US Foodservice, Inc.	Diamond Peak Ski Resort	Food & Beverage	946.27
11821782	01/11/24	MANUAL	US Foodservice, Inc.	Diamond Peak Ski Resort	Food & Beverage	946.27
11821724	01/25/24	MANUAL	US Foodservice, Inc.	Diamond Peak Ski Resort	Food & Beverage	2,100.19
11821405	01/04/24	MANUAL	Sysco Food Services of Sacramento	Diamond Peak Ski Resort	Food & Beverage	489.26
11821724	01/25/24	MANUAL	US Foodservice, Inc.	Diamond Peak Ski Resort	Food & Beverage	25.43
11821789	01/11/24	MANUAL	US Foodservice, Inc.	Diamond Peak Ski Resort	Food & Beverage	597.62
11821788	01/11/24	MANUAL	US Foodservice, Inc.	Diamond Peak Ski Resort	Food & Beverage	94.31
11821785	01/11/24	MANUAL	US Foodservice, Inc.	Diamond Peak Ski Resort	Food & Beverage	103.32
11821782	01/11/24	MANUAL	US Foodservice, Inc.	Diamond Peak Ski Resort	Food & Beverage	67.12
11821773	01/25/24	MANUAL	US Foodservice, Inc.	Diamond Peak Ski Resort	Food & Beverage	10.44
11821837	01/16/24	MANUAL	Southern Glazer's Wine & Spirits	Diamond Peak Ski Resort	Food & Beverage	105.35
11821832	01/22/24	MANUAL	AT&T Mobility - PAY ONLINE	Diamond Peak Ski Resort	Food & Beverage	69.68
11821831	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Diamond Peak Ski Resort	Ticket Office	69.66
11821830	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Diamond Peak Ski Resort	Ticket Office	79.66
11821545	01/16/24	MANUAL	AT&T	Diamond Peak Ski Resort	Ticket Office	20.47
11821544	01/16/24	MANUAL	AT&T	Diamond Peak Ski Resort	Ticket Office	18.78
11821521	01/16/24	MANUAL	AT&T	Diamond Peak Ski Resort	Ticket Office	23.09
11821790	01/11/24	MANUAL	US Foodservice, Inc.	Diamond Peak Ski Resort	Lift Operations	352.46
11821637	01/10/24	MANUAL	Amazon Capital Services, INC	Diamond Peak Ski Resort	Lift Operations	454.74
11821832	01/22/24	MANUAL	AT&T Mobility - PAY ONLINE	Diamond Peak Ski Resort	Lift Operations	13.55
11821831	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Diamond Peak Ski Resort	Lift Operations	13.55
11821830	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Diamond Peak Ski Resort	Lift Operations	23.55
11821545	01/16/24	MANUAL	AT&T	Diamond Peak Ski Resort	Lift Operations	29.07
11821544	01/16/24	MANUAL	AT&T	Diamond Peak Ski Resort	Lift Operations	26.65
11821521	01/16/24	MANUAL	AT&T	Diamond Peak Ski Resort	Lift Operations	32.80
11821832	01/22/24	MANUAL	AT&T Mobility - PAY ONLINE	Diamond Peak Ski Resort	Slope Maintenance	86.46
11821831	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Diamond Peak Ski Resort	Slope Maintenance	86.46
11821830	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Diamond Peak Ski Resort	Slope Maintenance	86.46



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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	Dept name	Div name	AMOUNT
11821545	01/16/24	MANUAL AT&T		Diamond Peak Ski Resort	Slope Maintenance	1.58
11821544	01/16/24	MANUAL AT&T		Diamond Peak Ski Resort	Slope Maintenance	1.45
11821521	01/16/24	MANUAL AT&T		Diamond Peak Ski Resort	Slope Maintenance	1.78
11821637	01/10/24	MANUAL Amazon Capital Services, INC		Diamond Peak Ski Resort	Ski Patrol	381.65
11821637	01/10/24	MANUAL Amazon Capital Services, INC		Diamond Peak Ski Resort	Ski Patrol	105.28
11821545	01/16/24	MANUAL AT&T		Diamond Peak Ski Resort	Ski Patrol	4.73
11821544	01/16/24	MANUAL AT&T		Diamond Peak Ski Resort	Ski Patrol	4.34
11821521	01/16/24	MANUAL AT&T		Diamond Peak Ski Resort	Ski Patrol	5.33
11821545	01/16/24	MANUAL AT&T		Diamond Peak Ski Resort	Ski & Snowboard School	2.34
11821544	01/16/24	MANUAL AT&T		Diamond Peak Ski Resort	Ski & Snowboard School	2.15
11821521	01/16/24	MANUAL AT&T		Diamond Peak Ski Resort	Ski & Snowboard School	2.64
11821545	01/16/24	MANUAL AT&T		Diamond Peak Ski Resort	Child Ski Center	4.73
11821544	01/16/24	MANUAL AT&T		Diamond Peak Ski Resort	Child Ski Center	4.34
11821521	01/16/24	MANUAL AT&T		Diamond Peak Ski Resort	Child Ski Center	5.33
11821545	01/16/24	MANUAL AT&T		Diamond Peak Ski Resort	Rental & Repair Shop	3.15
11821544	01/16/24	MANUAL AT&T		Diamond Peak Ski Resort	Rental & Repair Shop	2.89
11821521	01/16/24	MANUAL AT&T		Diamond Peak Ski Resort	Rental & Repair Shop	3.56
11821637	01/10/24	MANUAL Amazon Capital Services, INC		Diamond Peak Ski Resort	Property, Parking & Transport	84.33
11821596	01/18/24	MANUAL Reno Disposal/Dbas:Waste Management of Nevada		Diamond Peak Ski Resort	Property, Parking & Transport	2,469.36
11821597	01/09/24	MANUAL Reno Disposal/Dbas:Waste Management of Nevada		Diamond Peak Ski Resort	Property, Parking & Transport	793.44
11821598	01/09/24	MANUAL Reno Disposal/Dbas:Waste Management of Nevada		Diamond Peak Ski Resort	Property, Parking & Transport	1,586.88
11821600	01/18/24	MANUAL Reno Disposal/Dbas:Waste Management of Nevada		Diamond Peak Ski Resort	Property, Parking & Transport	983.32
11821767	01/18/24	MANUAL Reno Disposal/Dbas:Waste Management of Nevada		Diamond Peak Ski Resort	Property, Parking & Transport	910.23
11821768	01/18/24	MANUAL Reno Disposal/Dbas:Waste Management of Nevada		Diamond Peak Ski Resort	Property, Parking & Transport	3,193.60
11821545	01/16/24	MANUAL AT&T		Diamond Peak Ski Resort	Property, Parking & Transport	3.92
11821544	01/16/24	MANUAL AT&T		Diamond Peak Ski Resort	Property, Parking & Transport	3.60
11821521	01/16/24	MANUAL AT&T		Diamond Peak Ski Resort	Property, Parking & Transport	4.42
11821637	01/10/24	MANUAL Amazon Capital Services, INC		Diamond Peak Ski Resort	Marketing	309.99
11821637	01/10/24	MANUAL Amazon Capital Services, INC		Diamond Peak Ski Resort	Marketing	65.82
11821830	01/16/24	MANUAL AT&T Mobility - PAY ONLINE		Diamond Peak Ski Resort	Marketing	23.28
11821545	01/16/24	MANUAL AT&T		Diamond Peak Ski Resort	Marketing	412.89
11821545	01/16/24	MANUAL AT&T		Diamond Peak Ski Resort	Marketing	164.73
11821544	01/16/24	MANUAL AT&T		Diamond Peak Ski Resort	Marketing	340.25
11821544	01/16/24	MANUAL AT&T		Diamond Peak Ski Resort	Marketing	154.45
11821521	01/16/24	MANUAL AT&T		Diamond Peak Ski Resort	Marketing	262.42
11821521	01/16/24	MANUAL AT&T		Diamond Peak Ski Resort	Marketing	187.86
11821730	01/25/24	MANUAL US Foodservice, Inc.		Diamond Peak Ski Resort	Administration	398.23

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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	Dept name	Div name	AMOUNT
11821731	01/25/24	MANUAL	US Foodservice, Inc.	Diamond Peak Ski Resort	Administration	557.30
11821832	01/22/24	MANUAL	AT&T Mobility - PAY ONLINE	Diamond Peak Ski Resort	Administration	56.13
11821831	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Diamond Peak Ski Resort	Administration	56.11
11821830	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Diamond Peak Ski Resort	Administration	56.11
11821545	01/16/24	MANUAL	AT&T	Diamond Peak Ski Resort	Administration	49.35
11821545	01/16/24	MANUAL	AT&T	Diamond Peak Ski Resort	Administration	248.51
11821545	01/16/24	MANUAL	AT&T	Diamond Peak Ski Resort	Administration	386.39
11821544	01/16/24	MANUAL	AT&T	Diamond Peak Ski Resort	Administration	52.93
11821544	01/16/24	MANUAL	AT&T	Diamond Peak Ski Resort	Administration	228.03
11821544	01/16/24	MANUAL	AT&T	Diamond Peak Ski Resort	Administration	410.44
11821521	01/16/24	MANUAL	AT&T	Diamond Peak Ski Resort	Administration	55.54
11821521	01/16/24	MANUAL	AT&T	Diamond Peak Ski Resort	Administration	280.38
11821521	01/16/24	MANUAL	AT&T	Diamond Peak Ski Resort	Administration	398.42
11821545	01/16/24	MANUAL	AT&T	Recreation Programs	Sports	2.49
11821544	01/16/24	MANUAL	AT&T	Recreation Programs	Sports	2.53
11821521	01/16/24	MANUAL	AT&T	Recreation Programs	Sports	3.11
11821832	01/22/24	MANUAL	AT&T Mobility - PAY ONLINE	Recreation Programs	Seniors	37.15
11821831	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Recreation Programs	Seniors	37.13
11821830	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Recreation Programs	Seniors	37.13
11821545	01/16/24	MANUAL	AT&T	Recreation Programs	Seniors	4.14
11821544	01/16/24	MANUAL	AT&T	Recreation Programs	Seniors	4.22
11821521	01/16/24	MANUAL	AT&T	Recreation Programs	Seniors	5.18
11821770	01/18/24	MANUAL	Reno Disposal/Dbas:Waste Management of Nevada	Recreation Center	Rec Center Operations	541.34
11821769	01/18/24	MANUAL	Reno Disposal/Dbas:Waste Management of Nevada	Recreation Center	Rec Center Operations	541.34
11821832	01/22/24	MANUAL	AT&T Mobility - PAY ONLINE	Recreation Center	Rec Center Operations	112.83
11821831	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Recreation Center	Rec Center Operations	67.81
11821830	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Recreation Center	Rec Center Operations	56.69
11821545	01/16/24	MANUAL	AT&T	Recreation Center	Rec Center Operations	1.25
11821544	01/16/24	MANUAL	AT&T	Recreation Center	Rec Center Operations	1.27
11821521	01/16/24	MANUAL	AT&T	Recreation Center	Rec Center Operations	1.55
11821637	01/10/24	MANUAL	Amazon Capital Services, INC	Recreation Center	Aquatics	92.50
11821832	01/22/24	MANUAL	AT&T Mobility - PAY ONLINE	Recreation Center	Aquatics	107.52
11821831	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Recreation Center	Aquatics	123.01
11821830	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Recreation Center	Aquatics	123.01
11821545	01/16/24	MANUAL	AT&T	Recreation Center	Aquatics	3.31
11821544	01/16/24	MANUAL	AT&T	Recreation Center	Aquatics	3.38
11821521	01/16/24	MANUAL	AT&T	Recreation Center	Aquatics	4.14



## Check Register Continued

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	Dept name	Div name	AMOUNT
11821832	01/22/24	MANUAL	AT&T Mobility - PAY ONLINE	Recreation Center	Fitness	37.15
11821831	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Recreation Center	Fitness	37.13
11821830	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Recreation Center	Fitness	37.13
11821545	01/16/24	MANUAL	AT&T	Recreation Center	Marketing	0.41
11821544	01/16/24	MANUAL	AT&T	Recreation Center	Marketing	0.42
11821521	01/16/24	MANUAL	AT&T	Recreation Center	Marketing	0.52
11821832	01/22/24	MANUAL	AT&T Mobility - PAY ONLINE	Recreation Center	Administration	37.15
11821831	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Recreation Center	Administration	37.13
11821830	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Recreation Center	Administration	37.13
11821637	01/10/24	MANUAL	Amazon Capital Services, INC	Recreation Center	Administration	105.99
11821770	01/18/24	MANUAL	Reno Disposal/Dbas:Waste Management of Nevada	Recreation Center	Administration	60.15
11821769	01/18/24	MANUAL	Reno Disposal/Dbas:Waste Management of Nevada	Recreation Center	Administration	60.15
11821832	01/22/24	MANUAL	AT&T Mobility - PAY ONLINE	Recreation Center	Administration	56.13
11821831	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Recreation Center	Administration	56.11
11821830	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Recreation Center	Administration	56.11
11821545	01/16/24	MANUAL	AT&T	Recreation Center	Administration	0.18
11821545	01/16/24	MANUAL	AT&T	Recreation Center	Administration	53.03
11821544	01/16/24	MANUAL	AT&T	Recreation Center	Administration	48.00
11821544	01/16/24	MANUAL	AT&T	Recreation Center	Administration	54.03
11821544	01/16/24	MANUAL	AT&T	Recreation Center	Administration	48.00
11821521	01/16/24	MANUAL	AT&T	Recreation Center	Administration	66.29
11821521	01/16/24	MANUAL	AT&T	Recreation Center	Administration	48.00
11821545	01/16/24	MANUAL	AT&T	Other Recreation	Administration	126.08
11821544	01/16/24	MANUAL	AT&T	Other Recreation	Administration	129.52
11821521	01/16/24	MANUAL	AT&T	Other Recreation	Administration	142.29
11821439	01/04/24	MANUAL	NIKE USA Inc	Unclassified	Unclassified	237.16
11821545	01/16/24	MANUAL	AT&T	Tennis	Tennis Services	0.41
11821545	01/16/24	MANUAL	AT&T	Tennis	Tennis Services	130.35
11821544	01/16/24	MANUAL	AT&T	Tennis	Tennis Services	0.42
11821544	01/16/24	MANUAL	AT&T	Tennis	Tennis Services	134.94
11821521	01/16/24	MANUAL	AT&T	Tennis	Tennis Services	0.52
11821832	01/22/24	MANUAL	AT&T Mobility - PAY ONLINE	Tennis	Tennis Services	132.31
11821831	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Beach	Beach Hosts	56.13
11821830	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Beach	Beach Hosts	56.11
11821384	01/18/24	MANUAL	Reno Disposal/Dbas:Waste Management of Nevada	Beach	Beach Hosts	56.11
11821770	01/18/24	MANUAL	Reno Disposal/Dbas:Waste Management of Nevada	Beach	Park Services	824.86
				Beach	Park Services	201.05

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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	Dept name	Div name	AMOUNT
11821772	01/18/24	MANUAL	Reno Disposal/Dbas:Waste Management of Nevada	Beach	Park Services	793.50
11821770	01/18/24	MANUAL	Reno Disposal/Dbas:Waste Management of Nevada	Beach	Park Services	465.22
11821769	01/18/24	MANUAL	Reno Disposal/Dbas:Waste Management of Nevada	Beach	Park Services	465.22
11821826	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Beach	Park Services	8.39
11821825	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Beach	Park Services	1,453.95
11821824	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Beach	Park Services	904.14
11821823	01/22/24	MANUAL	AT&T Mobility - PAY ONLINE	Beach	Park Services	781.88
11821545	01/16/24	MANUAL	AT&T	Beach	Park Services	98.84
11821544	01/16/24	MANUAL	AT&T	Beach	Park Services	100.57
11821521	01/16/24	MANUAL	AT&T	Beach	Park Services	121.74
11821832	01/22/24	MANUAL	AT&T Mobility - PAY ONLINE	Beach	Aquatics	28.64
11821831	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Beach	Aquatics	28.63
11821830	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Beach	Aquatics	28.63
11821545	01/16/24	MANUAL	AT&T	Beach	Aquatics	6.63
11821544	01/16/24	MANUAL	AT&T	Beach	Aquatics	6.75
11821521	01/16/24	MANUAL	AT&T	Beach	Aquatics	8.29
11821832	01/22/24	MANUAL	AT&T Mobility - PAY ONLINE	Beach	Administration	22.45
11821831	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Beach	Administration	22.44
11821830	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Beach	Administration	22.44
11821545	01/16/24	MANUAL	AT&T	Beach	Administration	140.99
11821544	01/16/24	MANUAL	AT&T	Beach	Administration	144.72
11821521	01/16/24	MANUAL	AT&T	Beach	Administration	160.93
11821637	01/10/24	MANUAL	Amazon Capital Services, INC	Fleet	Equipment Maintenance	52.29
11821545	01/16/24	MANUAL	AT&T	Fleet	Equipment Maintenance	0.73
11821545	01/16/24	MANUAL	AT&T	Fleet	Equipment Maintenance	28.99
11821544	01/16/24	MANUAL	AT&T	Fleet	Equipment Maintenance	29.47
11821521	01/16/24	MANUAL	AT&T	Fleet	Equipment Maintenance	0.23
11821521	01/16/24	MANUAL	AT&T	Fleet	Equipment Maintenance	35.39
11821637	01/10/24	MANUAL	Amazon Capital Services, INC	Fleet	Golf Equipment Maintenance	135.61
11821545	01/16/24	MANUAL	AT&T	Fleet	Golf Equipment Maintenance	0.66
11821521	01/16/24	MANUAL	AT&T	Fleet	Golf Equipment Maintenance	0.21
11821504	01/16/24	MANUAL	Utility Telecom Group, LLC	Fleet	Golf Equipment Maintenance	64.14
11821637	01/10/24	MANUAL	Amazon Capital Services, INC	Fleet	Ski Equipment Maintenance	1,122.21
11821545	01/16/24	MANUAL	AT&T	Fleet	Ski Equipment Maintenance	0.19
11821521	01/16/24	MANUAL	AT&T	Fleet	Ski Equipment Maintenance	0.06
11821832	01/22/24	MANUAL	AT&T Mobility - PAY ONLINE	Engineering	Engineering Operations	167.58
11821831	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Engineering	Engineering Operations	171.92

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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	Dept name	Div name	AMOUNT
11821830	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Engineering	Engineering Operations	186.48
11821545	01/16/24	MANUAL	AT&T	Engineering	Engineering Operations	227.86
11821544	01/16/24	MANUAL	AT&T	Engineering	Engineering Operations	228.83
11821521	01/16/24	MANUAL	AT&T	Engineering	Engineering Operations	240.67
11821504	01/16/24	MANUAL	Utility Telecom Group, LLC	Buildings	Engineering Operations	128.28
11821637	01/10/24	MANUAL	Amazon Capital Services, INC	Buildings	Building Maintenance	108.13
11821504	01/16/24	MANUAL	Utility Telecom Group, LLC	Buildings	Building Maintenance	91.61
11821830	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Buildings	Building Maintenance	205.45
11821831	01/16/24	MANUAL	AT&T Mobility - PAY ONLINE	Buildings	Building Maintenance	205.45
11821832	01/22/24	MANUAL	AT&T Mobility - PAY ONLINE	Buildings	Building Maintenance	205.53
11821545	01/16/24	MANUAL	AT&T	Buildings	Building Maintenance	30.89
11821544	01/16/24	MANUAL	AT&T	Buildings	Building Maintenance	31.37
11821521	01/16/24	MANUAL	AT&T	Buildings	Building Maintenance	37.29
Total Manual Checks						217,641.60
11821645	01/31/24	PRINTED	Cislo & Thomas LLP	General Government	Administration	1,827.88
11821458	01/09/24	PRINTED	Office Depot	General Government	Administration	1,575.96
11821649	01/31/24	PRINTED	High Sierra Patrol, Inc.	General Government	Administration	166.04
11821486	01/12/24	PRINTED	High Sierra Patrol, Inc.	General Government	Administration	166.04
11821537	01/18/24	PRINTED	NV Energy	General Government	Administration	950.11
11821494	01/12/24	PRINTED	Southwest Gas	General Government	Administration	909.73
11821494	01/12/24	PRINTED	Southwest Gas	General Government	Administration	556.83
11821640	01/31/24	PRINTED	AT&T	General Government	Administration	347.98
11821584	01/23/24	PRINTED	NextRequest LLC	Financial Administration	Information Services	7,488.00
11821579	01/23/24	PRINTED	Kari Ferguson	Community Relations	Community Relations	150.00
11821414	01/04/24	PRINTED	Beacon Athletics LLC	Parks	Park Services	937.00
11821441	01/08/24	PRINTED	Rainbow Printing & Office Supplies, Inc.	Parks	Park Services	76.00
11821442	01/08/24	PRINTED	Office Depot	Parks	Park Services	51.61
11821565	01/23/24	PRINTED	Ewing Irrigation Products INC	Parks	Park Services	786.07
11821536	01/18/24	PRINTED	Mountain Hardware and Sports Incline Village, INC	Parks	Park Services	13.23
11821536	01/18/24	PRINTED	Mountain Hardware and Sports Incline Village, INC	Parks	Park Services	471.74
11821536	01/18/24	PRINTED	Mountain Hardware and Sports Incline Village, INC	Parks	Park Services	251.12
11821458	01/09/24	PRINTED	Office Depot	Parks	Park Services	44.97
11821636	01/25/24	PRINTED	Washoe County CSD	Parks	Park Services	67.75
11821486	01/12/24	PRINTED	High Sierra Patrol, Inc.	Parks	Park Services	166.04
11821649	01/31/24	PRINTED	High Sierra Patrol, Inc.	Parks	Park Services	166.04
11821649	01/31/24	PRINTED	High Sierra Patrol, Inc.	Parks	Park Services	166.04
11821649	01/31/24	PRINTED	High Sierra Patrol, Inc.	Parks	Park Services	166.04



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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	Dept name	Div name	AMOUNT
11821486	01/12/24	PRINTED	High Sierra Patrol, Inc.	Parks	Park Services	166.04
11821486	01/12/24	PRINTED	High Sierra Patrol, Inc.	Parks	Park Services	166.04
11821537	01/18/24	PRINTED	NV Energy	Parks	Park Services	1,225.09
11821494	01/12/24	PRINTED	Southwest Gas	Parks	Park Services	477.68
11821494	01/12/24	PRINTED	Southwest Gas	Parks	Park Services	293.57
11821446	01/09/24	PRINTED	Ferguson Waterworks - 1423	Unclassified	Unclassified	5,841.36
11821472	01/09/24	PRINTED	Western Nevada Supply	Unclassified	Unclassified	209.64
11821665	01/31/24	PRINTED	Western Nevada Supply	Unclassified	Unclassified	139.76
11821436	01/04/24	PRINTED	Western Nevada Supply	Unclassified	Unclassified	484.66
11821436	01/04/24	PRINTED	Western Nevada Supply	Unclassified	Unclassified	83.57
11821422	01/04/24	PRINTED	Granite Construction Co	Unclassified	Unclassified	440.48
11821505	01/16/24	PRINTED	Granite Construction Co	Unclassified	Unclassified	515.10
11821505	01/16/24	PRINTED	Granite Construction Co	Unclassified	Unclassified	88,873.99
11821505	01/16/24	PRINTED	Granite Construction Co	Unclassified	Unclassified	22,064.48
11821505	01/16/24	PRINTED	Granite Construction Co	Unclassified	Unclassified	4,850.67
11821505	01/16/24	PRINTED	Granite Construction Co	Unclassified	Unclassified	92,162.67
11821505	01/16/24	PRINTED	Granite Construction Co	Unclassified	Unclassified	142,616.14
11821505	01/16/24	PRINTED	Granite Construction Co	Unclassified	Unclassified	12,722.32
11821505	01/16/24	PRINTED	Granite Construction Co	Unclassified	Unclassified	13,954.35
11821576	01/23/24	PRINTED	Granite Construction Co	Unclassified	Unclassified	105,729.84
11821415	01/04/24	PRINTED	Jeff Bendorf	Unclassified	Unclassified	10,636.76
11821432	01/04/24	PRINTED	CA State Disbursement Unit	Unclassified	Unclassified	319.38
11821525	01/18/24	PRINTED	State Coll & Disb Unit-SCADU	Unclassified	Unclassified	1,131.11
11821541	01/18/24	PRINTED	CA State Disbursement Unit	Unclassified	Unclassified	319.38
11821642	01/31/24	PRINTED	State Coll & Disb Unit-SCADU	Unclassified	Unclassified	1,204.77
11821659	01/31/24	PRINTED	State Coll & Disb Unit-SCADU	Unclassified	Unclassified	319.38
11821525	01/18/24	PRINTED	CA State Disbursement Unit	Unclassified	Unclassified	1,204.77
11821525	01/18/24	PRINTED	CA State Disbursement Unit	Unclassified	Unclassified	472.50
11821466	01/09/24	PRINTED	Stephanie Stehling & Dawn Zemo	Unclassified	Unclassified	47.50
11821535	01/18/24	PRINTED	Mari Jo Betterley	Unclassified	Unclassified	127.30
11821621	01/25/24	PRINTED	Rosina Cuadros	Unclassified	Unclassified	34.57
11821624	01/25/24	PRINTED	Southwest Gas	Unclassified	Unclassified	145.56
11821569	01/23/24	PRINTED	Grainger, Inc.	Water	Pumping	184.52
11821536	01/18/24	PRINTED	Mountain Hardware and Sports Incline Village, INC	Water	Pumping	66.55
11821537	01/18/24	PRINTED	NV Energy	Water	Pumping	20.99
11821494	01/12/24	PRINTED	Southwest Gas	Water	Pumping	18,531.75
						287.42



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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	Dept name	Div name	AMOUNT
11821494	01/12/24	PRINTED	Southwest Gas	Water	Pumping	171.68
11821608	01/25/24	PRINTED	John K Williams	Water	Treatment	50.00
11821608	01/25/24	PRINTED	John K Williams	Water	Treatment	50.00
11821608	01/25/24	PRINTED	John K Williams	Water	Treatment	50.00
11821386	01/02/24	PRINTED	Air Products and Chemicals, Inc	Water	Treatment	6,022.25
11821394	01/02/24	PRINTED	Olin Finance Company LLC	Water	Treatment	1,282.02
11821617	01/25/24	PRINTED	Olin Finance Company LLC	Water	Treatment	1,422.27
11821572	01/23/24	PRINTED	Hach Co.	Water	Treatment	1,162.17
11821536	01/18/24	PRINTED	Mountain Hardware and Sports Incline Village, INC	Water	Treatment	48.40
11821497	01/12/24	PRINTED	VWR International LLC	Water	Treatment	(272.83)
11821648	01/31/24	PRINTED	Grainger, Inc.	Water	Treatment	(108.34)
11821648	01/31/24	PRINTED	Grainger, Inc.	Water	Treatment	92.58
11821648	01/31/24	PRINTED	Grainger, Inc.	Water	Treatment	178.53
11821536	01/18/24	PRINTED	Mountain Hardware and Sports Incline Village, INC	Water	Treatment	74.77
11821462	01/09/24	PRINTED	Relex USA, Inc	Water	Treatment	62.10
11821462	01/09/24	PRINTED	Relex USA, Inc	Water	Treatment	57.06
11821421	01/04/24	PRINTED	Grainger, Inc.	Water	Treatment	1,188.91
11821490	01/12/24	PRINTED	Nevada Division of State Lands	Water	Treatment	17,797.00
11821536	01/18/24	PRINTED	Mountain Hardware and Sports Incline Village, INC	Water	Treatment	4.69
11821531	01/18/24	PRINTED	Kaylen Prior	Water	Treatment	155.25
11821537	01/18/24	PRINTED	NV Energy	Water	Treatment	20,261.91
11821574	01/23/24	PRINTED	James Youngblood	Water	Treatment	52.50
11821536	01/18/24	PRINTED	Mountain Hardware and Sports Incline Village, INC	Water	Transmission	9.83
11821440	01/05/24	PRINTED	Joseph Scott	Water	Transmission	307.50
11821389	01/02/24	PRINTED	Cinderlite Trucking Corp	Water	Transmission	105.82
11821396	01/02/24	PRINTED	Petty Cash - PW	Water	Transmission	40.00
11821397	01/02/24	PRINTED	Q&D Construction, Inc	Water	Transmission	40,175.39
11821400	01/02/24	PRINTED	Washoe County Community Services Dept	Water	Transmission	62,425.00
11821416	01/04/24	PRINTED	Cinderlite Trucking Corp	Water	Transmission	115.53
11821436	01/04/24	PRINTED	Western Nevada Supply	Water	Transmission	126.00
11821477	01/12/24	PRINTED	Cinderlite Trucking Corp	Water	Transmission	115.44
11821527	01/18/24	PRINTED	Cinderlite Trucking Corp	Water	Transmission	85.88
11821570	01/23/24	PRINTED	Granite Construction Co	Water	Transmission	1,382.97
11821612	01/25/24	PRINTED	MidwestMotor Supply Co. Inc.	Water	Transmission	220.00
11821644	01/31/24	PRINTED	Cinderlite Trucking Corp	Water	Transmission	14.63
11821644	01/31/24	PRINTED	Cinderlite Trucking Corp	Water	Transmission	88.70
11821594	01/23/24	PRINTED	Western Nevada Supply	Water	Transmission	2,561.08



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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	Dept name	Div name	AMOUNT
11821594	01/23/24	PRINTED	Western Nevada Supply	Water	Transmission	979.30
11821594	01/23/24	PRINTED	Western Nevada Supply	Water	Transmission	(3,383.41)
11821536	01/18/24	PRINTED	Mountain Hardware and Sports Incline Village, INC	Water	Transmission	388.82
11821477	01/12/24	PRINTED	Cinderlite Trucking Corp	Water	Transmission	32.00
11821472	01/09/24	PRINTED	Western Nevada Supply	Water	Transmission	1,894.94
11821472	01/09/24	PRINTED	Western Nevada Supply	Water	Transmission	855.53
11821472	01/09/24	PRINTED	Western Nevada Supply	Water	Transmission	51.66
11821436	01/04/24	PRINTED	Western Nevada Supply	Water	Transmission	5,379.90
11821416	01/04/24	PRINTED	Cinderlite Trucking Corp	Water	Transmission	225.06
11821416	01/04/24	PRINTED	Cinderlite Trucking Corp	Water	Transmission	38.63
11821396	01/02/24	PRINTED	Petty Cash - PW	Water	Transmission	40.00
11821396	01/02/24	PRINTED	Petty Cash - PW	Water	Transmission	40.00
11821396	01/02/24	PRINTED	Petty Cash - PW	Water	Transmission	60.00
11821389	01/02/24	PRINTED	Cinderlite Trucking Corp	Water	Transmission	40.00
11821452	01/09/24	PRINTED	Joseph Scott	Water	Transmission	118.77
11821463	01/09/24	PRINTED	Robert Flynn	Water	Transmission	35.37
11821564	01/23/24	PRINTED	Eric Freistroffer	Water	Transmission	50.54
11821574	01/23/24	PRINTED	James Youngblood	Water	Transmission	34.06
11821536	01/18/24	PRINTED	Mountain Hardware and Sports Incline Village, INC	Water	Transmission	22.50
11821423	01/04/24	PRINTED	Jeffrey A. Donahue	Water	Compliance Services	438.78
11821423	01/04/24	PRINTED	Jeffrey A. Donahue	Water	Compliance Services	103.15
11821423	01/04/24	PRINTED	Jeffrey A. Donahue	Water	Compliance Services	139.99
11821423	01/04/24	PRINTED	Jeffrey A. Donahue	Water	Compliance Services	119.98
11821423	01/04/24	PRINTED	Jeffrey A. Donahue	Water	Compliance Services	64.99
11821591	01/23/24	PRINTED	Timothy Buxton	Water	Compliance Services	123.20
11821461	01/09/24	PRINTED	Reno Gazette Journal-display	Water	Compliance Services	112.50
11821604	01/25/24	PRINTED	ESRI	Water	Shared Expenses	303.00
11821480	01/12/24	PRINTED	Data West, A Div of Harris Systems USA	Water	Shared Expenses	10,000.00
11821566	01/23/24	PRINTED	Ferguson Waterworks - 1423	Water	Shared Expenses	360.00
11821396	01/02/24	PRINTED	Petty Cash - PW	Water	Shared Expenses	46.99
11821472	01/09/24	PRINTED	Western Nevada Supply	Water	Shared Expenses	179.89
11821472	01/09/24	PRINTED	Western Nevada Supply	Water	Shared Expenses	1,959.89
11821472	01/09/24	PRINTED	Western Nevada Supply	Water	Shared Expenses	(1,959.89)
11821640	01/31/24	PRINTED	AT&T	Water	Shared Expenses	(911.39)
11821398	01/02/24	PRINTED	Silver State Law LLC	Water	Shared Expenses	173.99
11821398	01/02/24	PRINTED	Silver State Law LLC	Water	Administration	323.43
11821398	01/02/24	PRINTED	Silver State Law LLC	Water	Administration	187.50

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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	Dept name	Div name	AMOUNT
11821398	01/02/24	PRINTED	Silver State Law LLC	Water	Administration	296.87
11821649	01/31/24	PRINTED	High Sierra Patrol, Inc.	Water	Administration	166.04
11821486	01/12/24	PRINTED	High Sierra Patrol, Inc.	Water	Administration	166.04
11821537	01/18/24	PRINTED	NV Energy	Water	Administration	933.94
11821494	01/12/24	PRINTED	Southwest Gas	Water	Administration	2,845.05
11821494	01/12/24	PRINTED	Southwest Gas	Water	Administration	1,219.08
11821606	01/25/24	PRINTED	Integrity Pest Management, LLC	Sewer	Supply	2,600.00
11821537	01/18/24	PRINTED	NV Energy	Sewer	Supply	12,278.92
11821623	01/25/24	PRINTED	Sky Fiber Networks	Sewer	Supply	151.23
11821623	01/25/24	PRINTED	Sky Fiber Networks	Sewer	Supply	125.00
11821623	01/25/24	PRINTED	Sky Fiber Networks	Sewer	Supply	524.50
11821492	01/12/24	PRINTED	Sky Fiber Networks	Sewer	Supply	131.25
11821492	01/12/24	PRINTED	Sky Fiber Networks	Sewer	Supply	132.56
11821492	01/12/24	PRINTED	Sky Fiber Networks	Sewer	Supply	131.56
11821429	01/04/24	PRINTED	Schaeffer Mfg. Co.	Sewer	Pumping	864.60
11821569	01/23/24	PRINTED	Grainger, Inc.	Sewer	Pumping	66.55
11821581	01/23/24	PRINTED	Mission Communications, LLC	Sewer	Pumping	371.40
11821613	01/25/24	PRINTED	Napa Sierra Nevada, Inc	Sewer	Pumping	1.25
11821613	01/25/24	PRINTED	Napa Sierra Nevada, Inc	Sewer	Pumping	52.98
11821527	01/18/24	PRINTED	Cinderlite Trucking Corp	Sewer	Pumping	39.00
11821536	01/18/24	PRINTED	Mountain Hardware and Sports Incline Village, INC	Sewer	Pumping	11.03
11821472	01/09/24	PRINTED	Western Nevada Supply	Sewer	Pumping	9,115.75
11821648	01/31/24	PRINTED	Grainger, Inc.	Sewer	Pumping	1,245.42
11821421	01/04/24	PRINTED	Grainger, Inc.	Sewer	Pumping	1,094.56
11821649	01/31/24	PRINTED	High Sierra Patrol, Inc.	Sewer	Pumping	166.04
11821486	01/12/24	PRINTED	High Sierra Patrol, Inc.	Sewer	Pumping	166.04
11821537	01/18/24	PRINTED	NV Energy	Sewer	Pumping	8,768.11
11821494	01/12/24	PRINTED	Southwest Gas	Sewer	Pumping	435.19
11821494	01/12/24	PRINTED	Southwest Gas	Sewer	Pumping	258.09
11821575	01/23/24	PRINTED	Jason Patterson	Sewer	Treatment	20.00
11821428	01/04/24	PRINTED	Robert Olsen	Sewer	Treatment	40.00
11821437	01/04/24	PRINTED	William Robbins	Sewer	Treatment	20.00
11821449	01/09/24	PRINTED	Jason Patterson	Sewer	Treatment	20.00
11821468	01/09/24	PRINTED	Tim Bauer	Sewer	Treatment	40.00
11821498	01/12/24	PRINTED	William Robbins	Sewer	Treatment	80.00
11821578	01/23/24	PRINTED	John K Williams	Sewer	Treatment	80.00
11821595	01/23/24	PRINTED	William Robbins	Sewer	Treatment	65.00

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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	Dept name	Div name	AMOUNT
11821620	01/25/24	PRINTED	Robert Olsen	Sewer	Treatment	40.00
11821595	01/23/24	PRINTED	William Robbins	Sewer	Treatment	120.00
11821536	01/18/24	PRINTED	Mountain Hardware and Sports Incline Village, INC	Sewer	Treatment	37.35
11821421	01/04/24	PRINTED	Grainger, Inc.	Sewer	Treatment	121.72
11821471	01/09/24	PRINTED	Waste Mgmt Lockwood (refuse)	Sewer	Treatment	527.18
11821617	01/25/24	PRINTED	Olin Finance Company LLC	Sewer	Treatment	12,235.17
11821394	01/02/24	PRINTED	Olin Finance Company LLC	Sewer	Treatment	11,538.11
11821497	01/12/24	PRINTED	VWR International LLC	Sewer	Treatment	576.82
11821593	01/23/24	PRINTED	VWR International LLC	Sewer	Treatment	83.25
11821572	01/23/24	PRINTED	Hach Co.	Sewer	Treatment	1,162.17
11821536	01/18/24	PRINTED	Mountain Hardware and Sports Incline Village, INC	Sewer	Treatment	113.48
11821497	01/12/24	PRINTED	VWR International LLC	Sewer	Treatment	(272.83)
11821607	01/25/24	PRINTED	Jason Patterson	Sewer	Treatment	255.81
11821569	01/23/24	PRINTED	Grainger, Inc.	Sewer	Treatment	386.50
11821536	01/18/24	PRINTED	Mountain Hardware and Sports Incline Village, INC	Sewer	Treatment	4.24
11821462	01/09/24	PRINTED	Rexel USA, Inc	Sewer	Treatment	62.11
11821569	01/23/24	PRINTED	Grainger, Inc.	Sewer	Treatment	412.93
11821536	01/18/24	PRINTED	Mountain Hardware and Sports Incline Village, INC	Sewer	Treatment	23.78
11821462	01/09/24	PRINTED	Rexel USA, Inc	Sewer	Treatment	57.07
11821594	01/23/24	PRINTED	Western Nevada Supply	Sewer	Treatment	70.60
11821613	01/25/24	PRINTED	Napa Sierra Nevada , Inc	Sewer	Treatment	7.68
11821594	01/23/24	PRINTED	Western Nevada Supply	Sewer	Treatment	745.56
11821536	01/18/24	PRINTED	Mountain Hardware and Sports Incline Village, INC	Sewer	Treatment	43.48
11821472	01/09/24	PRINTED	Western Nevada Supply	Sewer	Treatment	65.00
11821575	01/23/24	PRINTED	Jason Patterson	Sewer	Treatment	40.00
11821607	01/25/24	PRINTED	Jason Patterson	Sewer	Treatment	90.00
11821531	01/18/24	PRINTED	Kaylen Prior	Sewer	Treatment	69.00
11821537	01/18/24	PRINTED	NV Energy	Sewer	Treatment	155.25
11821494	01/12/24	PRINTED	Southwest Gas	Sewer	Treatment	15,101.65
11821494	01/12/24	PRINTED	Southwest Gas	Sewer	Treatment	5,038.10
11821574	01/23/24	PRINTED	James Youngblood	Sewer	Treatment	1,644.83
11821479	01/12/24	PRINTED	Cues	Sewer	Transmission	52.50
11821474	01/12/24	PRINTED	Alfonso Gutierrez	Sewer	Transmission	2,762.00
11821628	01/25/24	PRINTED	W & T Graphix	Sewer	Transmission	111.25
11821440	01/05/24	PRINTED	Joseph Scott	Sewer	Transmission	102.50
11821392	01/02/24	PRINTED	Grainger, Inc.	Sewer	Transmission	307.81
						36.29



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11821574	01/23/24	PRINTED	James Youngblood	Sewer	Transmission	22.50
11821398	01/02/24	PRINTED	Silver State Law LLC	Sewer	Transmission	905.63
11821448	01/09/24	PRINTED	Granite Construction Co	Sewer	Transmission	6,666.18
11821483	01/12/24	PRINTED	Granite Construction Co	Sewer	Transmission	97,013.34
11821398	01/02/24	PRINTED	Silver State Law LLC	Sewer	Transmission	525.00
11821398	01/02/24	PRINTED	Silver State Law LLC	Sewer	Transmission	831.25
11821591	01/23/24	PRINTED	Timothy Buxton	Sewer	Compliance Servcies	37.50
11821398	01/02/24	PRINTED	Silver State Law LLC	Sewer	Administration	323.44
11821398	01/02/24	PRINTED	Silver State Law LLC	Sewer	Administration	187.50
11821398	01/02/24	PRINTED	Silver State Law LLC	Sewer	Administration	296.88
11821537	01/18/24	PRINTED	NV Energy	Sewer	Administration	933.94
11821494	01/12/24	PRINTED	Southwest Gas	Sewer	Administration	2,845.05
11821494	01/12/24	PRINTED	Southwest Gas	Sewer	Administration	1,219.08
11821640	01/31/24	PRINTED	AT&T	Sewer	Administration	173.99
11821393	01/02/24	PRINTED	Granite Construction Co	Sewer	Administration	10,302.00
11821594	01/23/24	PRINTED	Western Nevada Supply	Sewer	Administration	517.24
11821417	01/04/24	PRINTED	Clean Tahoe Program	Solid Waste	Solid Waste	10,000.00
11821622	01/25/24	PRINTED	Sierra Watershed Education Partnerships	Solid Waste	Solid Waste	1,175.00
11821536	01/18/24	PRINTED	Mountain Hardware and Sports Incline Village, INC	Solid Waste	Solid Waste	64.77
11821619	01/25/24	PRINTED	Rainbow Printing & Office Supplies, Inc.	Solid Waste	Solid Waste	714.86
11821532	01/18/24	PRINTED	Kingsbury GID	TWSA	Administration	1,700.00
11821619	01/25/24	PRINTED	Rainbow Printing & Office Supplies, Inc.	TWSA	Administration	811.52
11821661	01/31/24	PRINTED	TRPA	TWSA	Administration	500.00
11821627	01/25/24	PRINTED	Sun Mountain Sports, Inc.	Unclassified	Unclassified	5,065.00
11821627	01/25/24	PRINTED	Sun Mountain Sports, Inc.	Unclassified	Unclassified	741.00
11821626	01/25/24	PRINTED	Sterling Cut Glass	Unclassified	Unclassified	704.00
11821609	01/25/24	PRINTED	Linksoul	Unclassified	Unclassified	66.40
11821601	01/25/24	PRINTED	Cleveland Golf/SRIXON	Unclassified	Unclassified	490.00
11821559	01/23/24	PRINTED	Cleveland Golf/SRIXON	Unclassified	Unclassified	5,110.00
11821559	01/23/24	PRINTED	Cleveland Golf/SRIXON	Unclassified	Unclassified	(515.00)
11821559	01/23/24	PRINTED	Cleveland Golf/SRIXON	Unclassified	Unclassified	(470.00)
11821542	01/18/24	PRINTED	Twin City Knitting Company INC	Unclassified	Unclassified	459.12
11821542	01/18/24	PRINTED	Twin City Knitting Company INC	Unclassified	Unclassified	714.24
11821488	01/12/24	PRINTED	Linksoul	Unclassified	Unclassified	532.00
11821467	01/09/24	PRINTED	Sun Bum LLC	Unclassified	Unclassified	703.95
11821467	01/09/24	PRINTED	Sun Bum LLC	Unclassified	Unclassified	4,811.75
11821467	01/09/24	PRINTED	Sun Bum LLC	Unclassified	Unclassified	288.00



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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	Dept name	Div name	AMOUNT
11821594	01/23/24	PRINTED	Western Nevada Supply	Championship Course	Course Maintenance	168.00
11821594	01/23/24	PRINTED	Western Nevada Supply	Championship Course	Course Maintenance	804.50
11821594	01/23/24	PRINTED	Western Nevada Supply	Championship Course	Course Maintenance	1,774.05
11821594	01/23/24	PRINTED	Western Nevada Supply	Championship Course	Course Maintenance	(112.00)
11821536	01/18/24	PRINTED	Mountain Hardware and Sports Incline Village, INC	Championship Course	Course Maintenance	86.63
11821464	01/09/24	PRINTED	Sierra Pacific Turf Supply, Inc.	Championship Course	Course Maintenance	1,275.96
11821625	01/25/24	PRINTED	Spencer Nelson	Championship Course	Course Maintenance	310.50
11821577	01/23/24	PRINTED	Jeffrey Clouthier	Championship Course	Course Maintenance	310.50
11821537	01/18/24	PRINTED	NV Energy	Championship Course	Course Maintenance	929.82
11821494	01/12/24	PRINTED	Southwest Gas	Championship Course	Course Maintenance	890.75
11821494	01/12/24	PRINTED	Southwest Gas	Championship Course	Course Maintenance	334.84
11821643	01/31/24	PRINTED	Charter Communications Holdings, LLC	Championship Course	Course Maintenance	77.64
11821577	01/23/24	PRINTED	Jeffrey Clouthier	Championship Course	Course Maintenance	150.00
11821537	01/18/24	PRINTED	NV Energy	Championship Course	Course Maintenance	274.65
11821494	01/12/24	PRINTED	Southwest Gas	Championship Course	Golf Carts	583.40
11821494	01/12/24	PRINTED	Southwest Gas	Championship Course	Golf Carts	247.57
11821467	01/09/24	PRINTED	Sun Bum LLC	Championship Course	Pro Shop	14.34
11821488	01/12/24	PRINTED	Linksoil	Championship Course	Pro Shop	15.65
11821534	01/18/24	PRINTED	Lucky in Love	Championship Course	Pro Shop	29.23
11821542	01/18/24	PRINTED	Twin City Knitting Company INC	Championship Course	Pro Shop	33.40
11821559	01/23/24	PRINTED	Cleveland Golf/SRIXON	Championship Course	Pro Shop	50.00
11821601	01/25/24	PRINTED	Cleveland Golf/SRIXON	Championship Course	Pro Shop	4.90
11821609	01/25/24	PRINTED	Linksoil	Championship Course	Pro Shop	13.82
11821626	01/25/24	PRINTED	Sterling Cut Glass	Championship Course	Pro Shop	120.81
11821627	01/25/24	PRINTED	Sun Mountain Sports, Inc.	Championship Course	Pro Shop	37.52
11821627	01/25/24	PRINTED	Sun Mountain Sports, Inc.	Championship Course	Pro Shop	14.34
11821542	01/18/24	PRINTED	Twin City Knitting Company INC	Championship Course	Pro Shop	42.96
11821467	01/09/24	PRINTED	Sun Bum LLC	Championship Course	Pro Shop	37.52
11821467	01/09/24	PRINTED	Sun Bum LLC	Championship Course	Pro Shop	11.52
11821456	01/09/24	PRINTED	Nevada Exhaust Cleaning, Inc.	Championship Course	Food & Beverage	680.00
11821524	01/18/24	PRINTED	Burney's Commercial Service, Inc.	Championship Course	Food & Beverage	792.00
11821634	01/25/24	PRINTED	Washoe County CSD	Championship Course	Food & Beverage	632.75
11821445	01/09/24	PRINTED	DirectV, Inc.	Championship Course	Food & Beverage	286.23
11821649	01/31/24	PRINTED	High Sierra Patrol, Inc.	Championship Course	Administration	275.32
11821486	01/12/24	PRINTED	High Sierra Patrol, Inc.	Championship Course	Administration	276.99
11821537	01/18/24	PRINTED	NV Energy	Championship Course	Administration	591.50
11821494	01/12/24	PRINTED	Southwest Gas	Championship Course	Administration	1,575.99

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11821494	01/12/24	PRINTED	Southwest Gas	Championship Course	Administration	1,152.49
11821640	01/31/24	PRINTED	AT&T	Championship Course	Administration	347.97
11821431	01/04/24	PRINTED	Sierra Nevada Construction, Inc.	Mountain Course	Course Operations	213,637.53
11821664	01/31/24	PRINTED	West Coast Paving, Inc	Mountain Course	Course Operations	182,964.21
11821536	01/18/24	PRINTED	Mountain Hardware and Sports Incline Village, INC	Mountain Course	Course Maintenance	271.88
11821537	01/18/24	PRINTED	NV Energy	Mountain Course	Course Maintenance	319.00
11821494	01/12/24	PRINTED	Southwest Gas	Mountain Course	Course Maintenance	570.11
11821494	01/12/24	PRINTED	Southwest Gas	Mountain Course	Course Maintenance	376.57
11821537	01/18/24	PRINTED	NV Energy	Mountain Course	Food & Beverage	13.59
11821633	01/25/24	PRINTED	Washoe County CSD	Mountain Course	Administration	347.75
11821649	01/31/24	PRINTED	High Sierra Patrol, Inc.	Mountain Course	Administration	332.34
11821486	01/12/24	PRINTED	High Sierra Patrol, Inc.	Mountain Course	Administration	332.34
11821537	01/18/24	PRINTED	NV Energy	Mountain Course	Administration	122.27
11821494	01/12/24	PRINTED	Southwest Gas	Mountain Course	Administration	573.90
11821494	01/12/24	PRINTED	Southwest Gas	Mountain Course	Administration	270.33
11821419	01/04/24	PRINTED	Creative Coverings	Facilities	Chateau	1,017.00
11821419	01/04/24	PRINTED	Creative Coverings	Facilities	Chateau	225.00
11821649	01/31/24	PRINTED	High Sierra Patrol, Inc.	Facilities	Chateau	112.46
11821486	01/12/24	PRINTED	High Sierra Patrol, Inc.	Facilities	Chateau	110.79
11821537	01/18/24	PRINTED	NV Energy	Facilities	Chateau	1,313.74
11821494	01/12/24	PRINTED	Southwest Gas	Facilities	Chateau	1,575.99
11821494	01/12/24	PRINTED	Southwest Gas	Facilities	Chateau	1,152.49
11821630	01/25/24	PRINTED	Washoe County CSD	Facilities	Aspen Grove	117.75
11821649	01/31/24	PRINTED	High Sierra Patrol, Inc.	Facilities	Aspen Grove	166.04
11821486	01/12/24	PRINTED	High Sierra Patrol, Inc.	Facilities	Aspen Grove	166.04
11821537	01/18/24	PRINTED	NV Energy	Facilities	Aspen Grove	73.56
11821494	01/12/24	PRINTED	Southwest Gas	Facilities	Aspen Grove	184.97
11821494	01/12/24	PRINTED	Southwest Gas	Facilities	Aspen Grove	99.58
11821537	01/18/24	PRINTED	NV Energy	Facilities	Food & Beverage	591.50
11821557	01/23/24	PRINTED	Brooke Smith LaFata	Facilities	Food & Beverage	150.00
11821450	01/09/24	PRINTED	Jesenia Brito	Facilities	Marketing	463.43
11821537	01/18/24	PRINTED	NV Energy	Unclassified	Unclassified	254.32
11821537	01/18/24	PRINTED	NV Energy	Unclassified	Unclassified	20.44
11821568	01/23/24	PRINTED	Genesee Inc	Unclassified	Unclassified	437.50
11821420	01/04/24	PRINTED	Flyers Energy LLC	Unclassified	Unclassified	11,576.56
11821567	01/23/24	PRINTED	Flyers Energy LLC	Unclassified	Unclassified	14,306.08
11821388	01/02/24	PRINTED	Brycon Corporation	Unclassified	Unclassified	10,227.18

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11821388	01/02/24	PRINTED	Brycon Corporation	Unclassified	Unclassified	18,674.31
11821537	01/18/24	PRINTED	NV Energy	Diamond Peak Ski Resort	Equipment Repair	808.00
11821494	01/12/24	PRINTED	Southwest Gas	Diamond Peak Ski Resort	Equipment Repair	2,080.37
11821494	01/12/24	PRINTED	Southwest Gas	Diamond Peak Ski Resort	Equipment Repair	668.77
11821536	01/18/24	PRINTED	Mountain Hardware and Sports Incline Village, INC	Diamond Peak Ski Resort	Food & Beverage	57.71
11821641	01/31/24	PRINTED	Burney's Commercial Service, Inc.	Diamond Peak Ski Resort	Food & Beverage	1,236.70
11821494	01/12/24	PRINTED	Southwest Gas	Diamond Peak Ski Resort	Food & Beverage	1,406.05
11821494	01/12/24	PRINTED	Southwest Gas	Diamond Peak Ski Resort	Food & Beverage	680.07
11821646	01/31/24	PRINTED	DirectTV, Inc.	Diamond Peak Ski Resort	Food & Beverage	286.95
11821445	01/09/24	PRINTED	DirectTV, Inc.	Diamond Peak Ski Resort	Food & Beverage	671.22
11821454	01/09/24	PRINTED	Loomis Holding US, Inc DBA Loomis Armored US, Inc	Diamond Peak Ski Resort	Ticket Office	370.22
11821454	01/09/24	PRINTED	Loomis Holding US, Inc DBA Loomis Armored US, Inc	Diamond Peak Ski Resort	Ticket Office	342.33
11821454	01/09/24	PRINTED	Loomis Holding US, Inc DBA Loomis Armored US, Inc	Diamond Peak Ski Resort	Ticket Office	685.94
11821425	01/04/24	PRINTED	Office Depot	Diamond Peak Ski Resort	Ticket Office	134.20
11821447	01/09/24	PRINTED	Grainger, Inc.	Diamond Peak Ski Resort	Ticket Office	591.89
11821459	01/09/24	PRINTED	Kenneth K Pearson	Diamond Peak Ski Resort	Lift Operations	701.60
11821613	01/25/24	PRINTED	Napa Sierra Nevada, Inc	Diamond Peak Ski Resort	Lift Operations	148.51
11821613	01/25/24	PRINTED	Napa Sierra Nevada, Inc	Diamond Peak Ski Resort	Lift Operations	29.97
11821536	01/18/24	PRINTED	Mountain Hardware and Sports Incline Village, INC	Diamond Peak Ski Resort	Lift Operations	90.02
11821392	01/02/24	PRINTED	Grainger, Inc.	Diamond Peak Ski Resort	Lift Operations	474.00
11821482	01/12/24	PRINTED	Grainger, Inc.	Diamond Peak Ski Resort	Lift Operations	1,165.88
11821484	01/12/24	PRINTED	Heywood Engineering Assoc., Inc.	Diamond Peak Ski Resort	Lift Operations	2,522.50
11821392	01/02/24	PRINTED	Grainger, Inc.	Diamond Peak Ski Resort	Lift Operations	952.05
11821537	01/18/24	PRINTED	NV Energy	Diamond Peak Ski Resort	Lift Operations	9,450.00
11821465	01/09/24	PRINTED	Snow Machines, Inc (SMI)	Diamond Peak Ski Resort	Slope Maintenance	113.73
11821493	01/12/24	PRINTED	Snow Machines, Inc (SMI)	Diamond Peak Ski Resort	Slope Maintenance	31.50
11821650	01/31/24	PRINTED	Kassbohrer All Terrain Vehicles, Inc.	Diamond Peak Ski Resort	Slope Maintenance	3,642.00
11821537	01/18/24	PRINTED	NV Energy	Diamond Peak Ski Resort	Slope Maintenance	137,375.23
11821455	01/09/24	PRINTED	MND America Corp	Diamond Peak Ski Resort	Ski Patrol	6,538.68
11821499	01/12/24	PRINTED	World Cup Supply, Inc.	Diamond Peak Ski Resort	Ski Patrol	630.03
11821653	01/31/24	PRINTED	MND America Corp	Diamond Peak Ski Resort	Ski Patrol	655.00
11821536	01/18/24	PRINTED	Mountain Hardware and Sports Incline Village, INC	Diamond Peak Ski Resort	Ski Patrol	39.92
11821533	01/18/24	PRINTED	Liberty Mountain Sports, LLC	Diamond Peak Ski Resort	Ski Patrol	348.63
11821523	01/18/24	PRINTED	Benjamin Libuy Bustamante	Diamond Peak Ski Resort	Ski & Snowboard School	360.00
11821526	01/18/24	PRINTED	Christopher Slowinski	Diamond Peak Ski Resort	Ski & Snowboard School	230.00
11821529	01/18/24	PRINTED	Genevieve Finn	Diamond Peak Ski Resort	Ski & Snowboard School	230.00
11821530	01/18/24	PRINTED	Joseph Thompson	Diamond Peak Ski Resort	Ski & Snowboard School	270.00

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11821556	01/23/24	PRINTED	Bellowe Gregory	Diamond Peak Ski Resort	Ski & Snowboard School	230.00
11821580	01/23/24	PRINTED	Long Suzanne	Diamond Peak Ski Resort	Ski & Snowboard School	210.00
11821589	01/23/24	PRINTED	Simms Michael	Diamond Peak Ski Resort	Ski & Snowboard School	230.00
11821580	01/23/24	PRINTED	Long Suzanne	Diamond Peak Ski Resort	Ski & Snowboard School	230.00
11821590	01/23/24	PRINTED	State of Nevada -Dept of Public Safety	Diamond Peak Ski Resort	Ski & Snowboard School	40.25
11821536	01/18/24	PRINTED	Mountain Hardware and Sports Incline Village, INC	Diamond Peak Ski Resort	Child Ski Center	340.98
11821425	01/04/24	PRINTED	Office Depot	Diamond Peak Ski Resort	Child Ski Center	30.99
11821425	01/04/24	PRINTED	Office Depot	Diamond Peak Ski Resort	Child Ski Center	63.98
11821536	01/18/24	PRINTED	Mountain Hardware and Sports Incline Village, INC	Diamond Peak Ski Resort	Rental & Repair Shop	37.37
11821610	01/25/24	PRINTED	Marker Volki USA, Inc	Diamond Peak Ski Resort	Rental & Repair Shop	9,446.54
11821611	01/25/24	PRINTED	Mervin Manufacturing, Inc.	Diamond Peak Ski Resort	Rental & Repair Shop	1,722.27
11821605	01/25/24	PRINTED	Grainger, Inc.	Diamond Peak Ski Resort	Property, Parking & Transport	239.76
11821605	01/25/24	PRINTED	Grainger, Inc.	Diamond Peak Ski Resort	Property, Parking & Transport	67.02
11821536	01/18/24	PRINTED	Grainger, Inc.	Diamond Peak Ski Resort	Property, Parking & Transport	48.10
11821618	01/25/24	PRINTED	Mountain Hardware and Sports Incline Village, INC	Diamond Peak Ski Resort	Property, Parking & Transport	2,104.98
11821649	01/31/24	PRINTED	Perliman Enterprises, LLC/DBA:Reno Tahoe Limousine	Diamond Peak Ski Resort	Property, Parking & Transport	10,784.88
11821486	01/22/24	PRINTED	High Sierra Patrol, Inc.	Diamond Peak Ski Resort	Property, Parking & Transport	332.34
11821537	01/18/24	PRINTED	High Sierra Patrol, Inc.	Diamond Peak Ski Resort	Property, Parking & Transport	332.34
11821494	01/12/24	PRINTED	NV Energy	Diamond Peak Ski Resort	Property, Parking & Transport	8,571.85
11821494	01/12/24	PRINTED	Southwest Gas	Diamond Peak Ski Resort	Property, Parking & Transport	2,779.16
11821536	01/18/24	PRINTED	Southwest Gas	Diamond Peak Ski Resort	Property, Parking & Transport	1,359.72
11821631	01/25/24	PRINTED	Mountain Hardware and Sports Incline Village, INC	Diamond Peak Ski Resort	Hyatt Shop	73.58
11821573	01/23/24	PRINTED	Washoe County CSD	Diamond Peak Ski Resort	Hyatt Shop	142.75
11821573	01/23/24	PRINTED	Hyatt Regency Lake Tahoe	Diamond Peak Ski Resort	Hyatt Shop	36.00
11821643	01/31/24	PRINTED	Hyatt Regency Lake Tahoe	Diamond Peak Ski Resort	Hyatt Shop	5,142.40
11821495	01/12/24	PRINTED	Charter Communications Holdings,LLC	Diamond Peak Ski Resort	Hyatt Shop	158.93
11821592	01/23/24	PRINTED	The Hill Works LLC	Diamond Peak Ski Resort	Marketing	369.11
11821435	01/04/24	PRINTED	USRelay Corp	Diamond Peak Ski Resort	Marketing	999.00
11821586	01/23/24	PRINTED	USRelay Corp	Diamond Peak Ski Resort	Marketing	909.00
11821645	01/31/24	PRINTED	Paul Raymore	Diamond Peak Ski Resort	Marketing	150.00
11821443	01/09/24	PRINTED	Cislo & Thomas LLP	Diamond Peak Ski Resort	Administration	5,483.62
11821554	01/23/24	PRINTED	Active Network, LLC	Diamond Peak Ski Resort	Administration	46,604.20
11821458	01/09/24	PRINTED	Active Network, LLC	Diamond Peak Ski Resort	Administration	22,000.00
11821616	01/25/24	PRINTED	Office Depot	Diamond Peak Ski Resort	Administration	157.54
11821619	01/25/24	PRINTED	Office Depot	Diamond Peak Ski Resort	Administration	25.49
11821619	01/25/24	PRINTED	Rainbow Printing & Office Supplies, Inc.	Diamond Peak Ski Resort	Administration	280.00
11821619	01/25/24	PRINTED	Rainbow Printing & Office Supplies, Inc.	Diamond Peak Ski Resort	Administration	599.97

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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	Dept name	Div name	AMOUNT
11821425	01/04/24	PRINTED	Office Depot	Diamond Peak Ski Resort	Administration	30.14
11821425	01/04/24	PRINTED	Office Depot	Diamond Peak Ski Resort	Administration	30.14
11821635	01/25/24	PRINTED	Washoe County CSD	Diamond Peak Ski Resort	Administration	657.75
11821476	01/12/24	PRINTED	Charter Communications Holdings, LLC	Diamond Peak Ski Resort	Administration	158.93
11821640	01/31/24	PRINTED	AT&T	Diamond Peak Ski Resort	Administration	347.97
11821650	01/31/24	PRINTED	Kassbohrer All Terrain Vehicles, Inc.	Diamond Peak Ski Resort	Administration	42,938.00
11821494	01/12/24	PRINTED	Southwest Gas	Snowflake Lodge	Food & Beverage	38.86
11821494	01/12/24	PRINTED	Southwest Gas	Snowflake Lodge	Food & Beverage	36.98
11821433	01/04/24	PRINTED	Think Ink And Thread	Unclassified	Unclassified	1,860.72
11821500	01/12/24	PRINTED	Wreaths Across America	Unclassified	Unclassified	2,000.00
11821582	01/23/24	PRINTED	National Sports Apparel	Recreation Programs	Sports	2,440.00
11821590	01/23/24	PRINTED	State of Nevada -Dept of Public Safety	Recreation Programs	Sports	32.76
11821588	01/23/24	PRINTED	Robert Penrose	Recreation Center	Sports	1,582.00
11821491	01/12/24	PRINTED	Pandora Bahlman	Recreation Center	Rec Center Operations	23.80
11821614	01/25/24	PRINTED	National Sports Apparel	Recreation Center	Rec Center Operations	200.00
11821539	01/18/24	PRINTED	SESAC Rights management Inc	Recreation Center	Rec Center Operations	581.00
11821615	01/25/24	PRINTED	Northern Nevada Public Health	Recreation Center	Rec Center Operations	500.00
11821663	01/31/24	PRINTED	Washoe County CSD	Recreation Center	Rec Center Operations	602.75
11821594	01/23/24	PRINTED	Western Nevada Supply	Recreation Center	Rec Center Operations	23.48
11821569	01/23/24	PRINTED	Grainger, Inc.	Recreation Center	Rec Center Operations	310.38
11821569	01/23/24	PRINTED	Grainger, Inc.	Recreation Center	Rec Center Operations	155.16
11821569	01/23/24	PRINTED	Grainger, Inc.	Recreation Center	Rec Center Operations	466.56
11821569	01/23/24	PRINTED	Grainger, Inc.	Recreation Center	Rec Center Operations	233.28
11821649	01/31/24	PRINTED	High Sierra Patrol, Inc.	Recreation Center	Rec Center Operations	275.84
11821486	01/12/24	PRINTED	High Sierra Patrol, Inc.	Recreation Center	Rec Center Operations	276.95
11821555	01/23/24	PRINTED	American Red Cross	Recreation Center	Rec Center Operations	30.00
11821537	01/18/24	PRINTED	NV Energy	Recreation Center	Rec Center Operations	4,953.76
11821494	01/12/24	PRINTED	Southwest Gas	Recreation Center	Rec Center Operations	9,522.78
11821494	01/12/24	PRINTED	Southwest Gas	Recreation Center	Rec Center Operations	5,855.50
11821481	01/12/24	PRINTED	DirectV, Inc.	Recreation Center	Rec Center Operations	394.05
11821561	01/23/24	PRINTED	DirectV, Inc.	Recreation Center	Rec Center Operations	251.24
11821451	01/09/24	PRINTED	Johnson Michael	Recreation Center	Aquatics	18.00
11821487	01/12/24	PRINTED	Johnson Michael	Recreation Center	Aquatics	89.00
11821648	01/31/24	PRINTED	Grainger, Inc.	Recreation Center	Aquatics	33.86
11821590	01/23/24	PRINTED	State of Nevada -Dept of Public Safety	Recreation Center	Aquatics	40.24
11821536	01/18/24	PRINTED	Mountain Hardware and Sports Incline Village, INC	Recreation Center	Aquatics	17.99
11821453	01/09/24	PRINTED	Lee Joseph, Inc.	Recreation Center	Aquatics	1,347.50

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11821453	01/09/24	PRINTED	Lee Joseph, Inc.	Recreation Center	Aquatics	1,677.50
11821453	01/09/24	PRINTED	Lee Joseph, Inc.	Recreation Center	Aquatics	59.10
11821453	01/09/24	PRINTED	Lee Joseph, Inc.	Recreation Center	Aquatics	17.75
11821387	01/02/24	PRINTED	American Red Cross	Recreation Center	Aquatics	42.00
11821555	01/23/24	PRINTED	American Red Cross	Recreation Center	Aquatics	200.00
11821491	01/12/24	PRINTED	Pandora Bahlman	Recreation Center	Fitness	214.98
11821614	01/25/24	PRINTED	National Sports Apparel	Recreation Center	Fitness	300.00
11821555	01/23/24	PRINTED	American Red Cross	Recreation Center	Fitness	90.00
11821655	01/31/24	PRINTED	Shred-IT USA	Recreation Center	Administration	72.00
11821656	01/31/24	PRINTED	Shred-IT USA	Recreation Center	Administration	72.00
11821657	01/31/24	PRINTED	Shred-IT USA	Recreation Center	Administration	72.00
11821619	01/25/24	PRINTED	Rainbow Printing & Office Supplies, Inc.	Recreation Center	Administration	94.21
11821614	01/25/24	PRINTED	National Sports Apparel	Recreation Center	Administration	222.00
11821537	01/18/24	PRINTED	NV Energy	Recreation Center	Administration	550.42
11821494	01/12/24	PRINTED	Southwest Gas	Recreation Center	Administration	1,058.09
11821494	01/12/24	PRINTED	Southwest Gas	Recreation Center	Administration	650.61
11821640	01/31/24	PRINTED	AT&T	Recreation Center	Administration	347.96
11821585	01/23/24	PRINTED	Pandora Bahlman	Recreation Center	Administration	150.00
11821445	01/09/24	PRINTED	DirectV, Inc.	Tennis	Tennis Services	227.68
11821649	01/31/24	PRINTED	High Sierra Patrol, Inc.	Tennis	Tennis Services	56.50
11821486	01/12/24	PRINTED	High Sierra Patrol, Inc.	Tennis	Tennis Services	55.39
11821537	01/18/24	PRINTED	NV Energy	Tennis	Tennis Services	462.75
11821603	01/25/24	PRINTED	DirectV, Inc.	Tennis	Tennis Services	227.87
11821469	01/09/24	PRINTED	TRPA	Unclassified	Unclassified	22,364.16
11821472	01/09/24	PRINTED	Western Nevada Supply	Burnt Cedar Beach (DNU)	Administration	5,360.78
11821472	01/09/24	PRINTED	Western Nevada Supply	Burnt Cedar Beach (DNU)	Administration	7,977.54
11821472	01/09/24	PRINTED	Western Nevada Supply	Burnt Cedar Beach (DNU)	Administration	699.82
11821472	01/09/24	PRINTED	Western Nevada Supply	Burnt Cedar Beach (DNU)	Administration	475.60
11821472	01/09/24	PRINTED	Western Nevada Supply	Burnt Cedar Beach (DNU)	Administration	782.58
11821494	01/12/24	PRINTED	Southwest Gas	Beach	Food & Beverage	695.47
11821494	01/12/24	PRINTED	Southwest Gas	Beach	Food & Beverage	391.66
11821395	01/02/24	PRINTED	Peter Price	Beach	Beach Hosts	120.50
11821401	01/02/24	PRINTED	Zachary McCreight	Beach	Beach Hosts	145.41
11821430	01/04/24	PRINTED	Shelby Liddicoet	Beach	Beach Hosts	328.31
11821528	01/18/24	PRINTED	Ethan York	Beach	Beach Hosts	46.05
11821540	01/18/24	PRINTED	Shelby Liddicoet	Beach	Beach Hosts	81.22
11821543	01/18/24	PRINTED	Zachary McCreight	Beach	Beach Hosts	517.45

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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	Dept name	Div name	AMOUNT
11821660	01/31/24	PRINTED	Tiffany Strangio	Beach	Beach Hosts	468.33
11821540	01/18/24	PRINTED	Shelby Liddicoet	Beach	Beach Hosts	339.29
11821558	01/23/24	PRINTED	Bushwhackers Tree Service, Inc	Beach	Park Services	500.00
11821565	01/23/24	PRINTED	Ewing Irrigation Products INC	Beach	Park Services	404.96
11821569	01/23/24	PRINTED	Grainger, Inc.	Beach	Park Services	143.04
11821594	01/23/24	PRINTED	Western Nevada Supply	Beach	Park Services	732.82
11821536	01/18/24	PRINTED	Mountain Hardware and Sports Incline Village, INC	Beach	Park Services	28.88
11821536	01/18/24	PRINTED	Mountain Hardware and Sports Incline Village, INC	Beach	Park Services	349.15
11821536	01/18/24	PRINTED	Mountain Hardware and Sports Incline Village, INC	Beach	Park Services	471.74
11821652	01/31/24	PRINTED	Miracle Recreation Equipment CO	Beach	Park Services	4,190.52
11821536	01/18/24	PRINTED	Mountain Hardware and Sports Incline Village, INC	Beach	Aquatics	108.94
11821435	01/04/24	PRINTED	USRelay Corp	Beach	Administration	90.00
11821629	01/25/24	PRINTED	Washoe County CSD	Beach	Administration	347.75
11821632	01/25/24	PRINTED	Washoe County CSD	Beach	Administration	142.75
11821537	01/18/24	PRINTED	NV Energy	Beach	Administration	1,398.60
11821494	01/12/24	PRINTED	Southwest Gas	Beach	Administration	745.88
11821494	01/12/24	PRINTED	Southwest Gas	Beach	Administration	253.66
11821424	01/04/24	PRINTED	Midwest Motor Supply Co. Inc.	Fleet	Equipment Maintenance	587.52
11821489	01/12/24	PRINTED	Michael Hohl Motor Company	Fleet	Equipment Maintenance	36.40
11821605	01/25/24	PRINTED	Grainger, Inc.	Fleet	Equipment Maintenance	219.66
11821651	01/31/24	PRINTED	Michael Hohl Motor Company	Fleet	Equipment Maintenance	32.60
11821654	01/31/24	PRINTED	O'Reilly Automotive Stores, Inc	Fleet	Equipment Maintenance	130.00
11821658	01/31/24	PRINTED	Snap-on Industrial	Fleet	Equipment Maintenance	108.14
11821654	01/31/24	PRINTED	O'Reilly Automotive Stores, Inc	Fleet	Equipment Maintenance	112.61
11821654	01/31/24	PRINTED	O'Reilly Automotive Stores, Inc	Fleet	Equipment Maintenance	24.19
11821654	01/31/24	PRINTED	O'Reilly Automotive Stores, Inc	Fleet	Equipment Maintenance	14.91
11821613	01/25/24	PRINTED	Napa Sierra Nevada, Inc	Fleet	Equipment Maintenance	1,378.63
11821613	01/25/24	PRINTED	Napa Sierra Nevada, Inc	Fleet	Equipment Maintenance	2,330.07
11821536	01/18/24	PRINTED	Mountain Hardware and Sports Incline Village, INC	Fleet	Equipment Maintenance	170.79
11821496	01/12/24	PRINTED	Turf Star, Inc.	Fleet	Equipment Maintenance	626.12
11821489	01/12/24	PRINTED	Michael Hohl Motor Company	Fleet	Equipment Maintenance	193.94
11821434	01/04/24	PRINTED	Turf Star, Inc.	Fleet	Equipment Maintenance	(2,551.63)
11821413	01/04/24	PRINTED	Allidata, LLC	Fleet	Equipment Maintenance	1,500.00
11821418	01/04/24	PRINTED	Club Car, LLC	Fleet	Golf Equipment Maintenance	19.23
11821434	01/04/24	PRINTED	Turf Star, Inc.	Fleet	Golf Equipment Maintenance	287.88
11821444	01/09/24	PRINTED	Club Car, LLC	Fleet	Golf Equipment Maintenance	1,248.56
11821470	01/09/24	PRINTED	Turf Star, Inc.	Fleet	Golf Equipment Maintenance	135.47

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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	Dept name	Div name	AMOUNT
11821478	01/12/24	PRINTED	Club Car, LLC	Fleet	Golf Equipment Maintenance	6,819.74
11821496	01/12/24	PRINTED	Turf Star, Inc.	Fleet	Golf Equipment Maintenance	1,188.30
11821560	01/23/24	PRINTED	Club Car, LLC	Fleet	Golf Equipment Maintenance	52.78
11821587	01/23/24	PRINTED	Pohl Metal Products Inc DBA P2 Golf Products	Fleet	Golf Equipment Maintenance	70.20
11821602	01/25/24	PRINTED	Club Car, LLC	Fleet	Golf Equipment Maintenance	18.52
11821613	01/25/24	PRINTED	Napa Sierra Nevada, Inc	Fleet	Golf Equipment Maintenance	628.79
11821613	01/25/24	PRINTED	Napa Sierra Nevada, Inc	Fleet	Golf Equipment Maintenance	540.87
11821536	01/18/24	PRINTED	Mountain Hardware and Sports Incline Village, INC	Fleet	Golf Equipment Maintenance	22.82
11821496	01/12/24	PRINTED	Turf Star, Inc.	Fleet	Golf Equipment Maintenance	169.76
11821496	01/12/24	PRINTED	Turf Star, Inc.	Fleet	Golf Equipment Maintenance	182.01
11821496	01/12/24	PRINTED	Turf Star, Inc.	Fleet	Golf Equipment Maintenance	54.22
11821478	01/12/24	PRINTED	Club Car, LLC	Fleet	Golf Equipment Maintenance	326.88
11821470	01/09/24	PRINTED	Turf Star, Inc.	Fleet	Golf Equipment Maintenance	28.17
11821470	01/09/24	PRINTED	Turf Star, Inc.	Fleet	Golf Equipment Maintenance	2,401.24
11821470	01/09/24	PRINTED	Turf Star, Inc.	Fleet	Golf Equipment Maintenance	2,551.63
11821434	01/04/24	PRINTED	Turf Star, Inc.	Fleet	Golf Equipment Maintenance	121.80
11821434	01/04/24	PRINTED	Turf Star, Inc.	Fleet	Golf Equipment Maintenance	1,889.98
11821662	01/31/24	PRINTED	Turf Star, Inc.	Fleet	Golf Equipment Maintenance	1,672.35
11821662	01/31/24	PRINTED	Turf Star, Inc.	Fleet	Golf Equipment Maintenance	100.00
11821650	01/31/24	PRINTED	Turf Star, Inc.	Fleet	Golf Equipment Maintenance	100.00
11821650	01/31/24	PRINTED	Kassbohrer All Terrain Vehicles, Inc.	Fleet	Ski Equipment Maintenance	1,023.31
11821650	01/31/24	PRINTED	Kassbohrer All Terrain Vehicles, Inc.	Fleet	Ski Equipment Maintenance	331.61
11821650	01/31/24	PRINTED	Kassbohrer All Terrain Vehicles, Inc.	Fleet	Ski Equipment Maintenance	93.67
11821650	01/31/24	PRINTED	Kassbohrer All Terrain Vehicles, Inc.	Fleet	Ski Equipment Maintenance	538.06
11821650	01/31/24	PRINTED	Kassbohrer All Terrain Vehicles, Inc.	Fleet	Ski Equipment Maintenance	103.90
11821650	01/31/24	PRINTED	Kassbohrer All Terrain Vehicles, Inc.	Fleet	Ski Equipment Maintenance	(7,985.17)
11821612	01/25/24	PRINTED	MidwestMotor Supply Co. Inc.	Fleet	Ski Equipment Maintenance	95.16
11821427	01/04/24	PRINTED	Randolph McLean	Engineering	Engineering Operations	476.63
11821460	01/09/24	PRINTED	Randolph McLean	Engineering	Engineering Operations	551.13
11821619	01/25/24	PRINTED	Rainbow Printing & Office Supplies, Inc.	Buildings	Building Maintenance	109.99
11821619	01/25/24	PRINTED	Rainbow Printing & Office Supplies, Inc.	Buildings	Building Maintenance	31.29
11821605	01/25/24	PRINTED	Grainger, Inc.	Buildings	Building Maintenance	(160.00)
11821605	01/25/24	PRINTED	Grainger, Inc.	Buildings	Building Maintenance	106.47
11821569	01/23/24	PRINTED	Grainger, Inc.	Buildings	Building Maintenance	(160.00)
11821569	01/23/24	PRINTED	Grainger, Inc.	Buildings	Building Maintenance	(160.00)
11821569	01/23/24	PRINTED	Grainger, Inc.	Buildings	Building Maintenance	186.72
11821475	01/12/24	PRINTED	Alpine Septic and Plumbing, Inc.	Buildings	Building Maintenance	1,750.00

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CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	Dept name	Div name	AMOUNT
11821485	01/12/24	PRINTED	High Sierra Elevator Inspections	Buildings	Building Maintenance	105.00
11821562	01/23/24	PRINTED	Ecolab Pest Elimination	Buildings	Building Maintenance	17.49
11821563	01/23/24	PRINTED	Ecolab Pest Elimination	Buildings	Building Maintenance	128.53
11821569	01/23/24	PRINTED	Grainger, Inc.	Buildings	Building Maintenance	742.93
11821390	01/02/24	PRINTED	Ecolab Pest Elimination	Buildings	Building Maintenance	17.49
11821391	01/02/24	PRINTED	Ecolab Pest Elimination	Buildings	Building Maintenance	507.23
11821399	01/02/24	PRINTED	Summit Refrigeration, Inc.	Buildings	Building Maintenance	256.50
11821536	01/18/24	PRINTED	Mountain Hardware and Sports Incline Village, INC	Buildings	Building Maintenance	428.06
11821571	01/23/24	PRINTED	Guy Rents INC	Buildings	Building Maintenance	64.17
11821648	01/31/24	PRINTED	Grainger, Inc.	Buildings	Building Maintenance	37.72
11821648	01/31/24	PRINTED	Grainger, Inc.	Buildings	Building Maintenance	74.55
11821605	01/25/24	PRINTED	Grainger, Inc.	Buildings	Building Maintenance	342.03
11821605	01/25/24	PRINTED	Grainger, Inc.	Buildings	Building Maintenance	62.65
11821594	01/23/24	PRINTED	Western Nevada Supply	Buildings	Building Maintenance	64.92
11821594	01/23/24	PRINTED	Western Nevada Supply	Buildings	Building Maintenance	52.68
11821594	01/23/24	PRINTED	Western Nevada Supply	Buildings	Building Maintenance	52.68
11821594	01/23/24	PRINTED	Western Nevada Supply	Buildings	Building Maintenance	94.70
11821571	01/23/24	PRINTED	Guy Rents INC	Buildings	Building Maintenance	1,425.75
11821569	01/23/24	PRINTED	Grainger, Inc.	Buildings	Building Maintenance	1,298.46
11821569	01/23/24	PRINTED	Grainger, Inc.	Buildings	Building Maintenance	181.54
11821482	01/12/24	PRINTED	Grainger, Inc.	Buildings	Building Maintenance	601.72
11821472	01/09/24	PRINTED	Western Nevada Supply	Buildings	Building Maintenance	10.47
11821399	01/02/24	PRINTED	Summit Refrigeration, Inc.	Buildings	Building Maintenance	379.54
11821399	01/02/24	PRINTED	Summit Refrigeration, Inc.	Buildings	Building Maintenance	190.00
11821399	01/02/24	PRINTED	Summit Refrigeration, Inc.	Buildings	Building Maintenance	343.00
11821399	01/02/24	PRINTED	Summit Refrigeration, Inc.	Buildings	Building Maintenance	247.72
11821392	01/02/24	PRINTED	Grainger, Inc.	Buildings	Building Maintenance	648.60
11821392	01/02/24	PRINTED	Grainger, Inc.	Buildings	Building Maintenance	85.48
11821647	01/31/24	PRINTED	First Nonprofit Companies, Inc.	Unclassified	Unclassified	53,175.00
11821426	01/04/24	PRINTED	Operating Engineers Trust Fund	Unclassified	Unclassified	14,566.68
11821538	01/18/24	PRINTED	Operating Eng Local Union #3 (DUES)	Unclassified	Unclassified	1,587.00
11821583	01/23/24	PRINTED	Nevada State Treasurer's Office	Unclassified	Unclassified	28.00
Total Printed Checks						1,989,915.11
Total EFT and Checks						2,863,404.83

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# APPENDIX C

## PROCUREMENT CARD TRANSACTIONS

## Procurement Card Transactions

Cardholder Name 1	Amount	Merchant Name	Description	Dept
SUSAN A HERRON	(6.27)	AMZN MKTP US	refund	Admin
BROOKE SMITH-LA FATA	2,628.00	WWW.ALLSEATED.COM	Floor planning / Event layout software	Events
FOOD AND BEV IVGID	49.00	WWW.FOODLABELMAKER.COM	Label Maker subscription - refund requested, pending credit	F&B
FOOD AND BEV IVGID	370.40	CHEFSTORE 7502	Food for Diamond Peak 3003401504	F&B
FOOD AND BEV IVGID	1,112.37	SP SOPRIDE OF TEXAS	BBQ Spice for smoked meats	F&B
FOOD AND BEV IVGID	66.69	CHEFSTORE 7502	Plastic cups 30343453 7415	F&B
FOOD AND BEV IVGID	511.85	CHEFSTORE 7502	Food Diamond Peak 3003401504	F&B
FOOD AND BEV IVGID	117.06	THE WEBSTAUURANT STORE INC	Salad containers 30343453 7415	F&B
FOOD AND BEV IVGID	81.35	THE WEBSTAUURANT STORE INC	Label Maker tape 30343453 7415	F&B
FOOD AND BEV IVGID	287.18	CHEFSTORE 7520	Food Diamond Peak 3003401504	F&B
FOOD AND BEV IVGID	212.04	THE WEBSTAUURANT STORE INC	Salad Containers 30343453 7415	F&B
FOOD AND BEV IVGID	144.51	STICKERYOU.COM	Custom BBQ Sauce Sticker 30343453 7415	F&B
FOOD AND BEV IVGID	3.12	CROSS BORDER TRANS FEE	Charge for overseas credit card transaction Split evenly, .62 between 30343453 7310	F&B
FOOD AND BEV IVGID	312.00	SCREENCLOUD	30343453 7310 \$120 30343453 7310 \$20 30343653 7310 \$20 30343499 7310 \$40	F&B
IVGID FINANCE	136.11	FORMS FULFILLMENT CENTER	1099 forms GL 100-12-120-7405	Finance
JEFF CLOUTHIER	183.98	SOUTHWES 5262241234703	GCSAA conference travel	Golf - Grounds
JEFF CLOUTHIER	675.00	GOLF COURSE SUPERINTENDE	Jeff GCSAA conference registration	Golf - Grounds
JEFF CLOUTHIER	675.00	GOLF COURSE SUPERINTENDE	Spencer GCSAA conference registration	Golf - Grounds
JEFF CLOUTHIER	99.98	SOUTHWES 5262243862421	GCSAA conference travel	Golf - Grounds
ERIN FEORE	467.96	SOUTHWES 5262247411974	Travel exp to SHRM conference, PoolPact annually reimburses for most of the cost of attendance for the maintenance of professional certification.	HR
LISA HOOPES	259.64	CAESARS PLACE ADV RSVN	1 Day Secure Payment to reserve April 14 thru 17 2024 SHRM Talent Conf Expo	HR
LISA HOOPES	67.00	SOUTHWES 5262240704180	Airfare SHRM Talent Conf Expo April 2024 LV	HR
LISA HOOPES	108.98	SOUTHWES 5262240698746	Airfare SHRM Talent Conf Expo April 2024 LV	HR
LISA HOOPES	349.00	IHIRE, LLC	online job listing Sr Accountant	HR
LISA HOOPES	75.99	SP FORENSICS SOURCE	Fingerprint Ink Pad	HR
LISA HOOPES	46.67	NV CAREER STUDIO, UNR	UNR Spring Job Fair 2.15.24 DP with Pks Rec	HR
LISA HOOPES	46.66	NV CAREER STUDIO, UNR	UNR Spring Job Fair 2.15.24 DP with Pks Rec	HR
LISA HOOPES	46.66	NV CAREER STUDIO, UNR	UNR Spring Job Fair 2.15.24 DP with Pks Rec	HR
CURTIS G TRUJILLO	104.00	TAHOE FOREST HOSPITAL DIS	Random Testing	HR
CURTIS G TRUJILLO	69.50	TAHOE FOREST HOSPITAL DIS	Random Testing	HR
CURTIS G TRUJILLO	69.50	TAHOE FOREST HOSPITAL DIS	Random Testing	HR
CURTIS G TRUJILLO	69.50	TAHOE FOREST HOSPITAL DIS	Random Testing	HR
CURTIS G TRUJILLO	138.50	TAHOE FOREST HOSPITAL DIS	Random Testing	HR
CURTIS G TRUJILLO	217.00	TAHOE FOREST HOSPITAL DIS	Random Testing	HR
CURTIS G TRUJILLO	69.50	TAHOE FOREST HOSPITAL DIS	Random Testing	HR
CURTIS G TRUJILLO	138.50	TAHOE FOREST HOSPITAL DIS	Random Testing	HR
CURTIS G TRUJILLO	138.50	TAHOE FOREST HOSPITAL DIS	Random Testing	HR
CURTIS G TRUJILLO	138.50	TAHOE FOREST HOSPITAL DIS	Random Testing	HR



Procurement Card Transactions Continued

Cardholder Name 1	Amount	Merchant Name	Description	Dept
CURTIS G TRUJILLO	216.50	TAHOE FOREST HOSPITAL DIS	Random Testing	HR
MATTHEW BELOTE	30.00	MSFT E01000C30Z	Office 365 License	IT
MATTHEW BELOTE	193.20	MSFT E01000BVU7	Office 365 License	IT
MATTHEW BELOTE	4.00	GOLF COURSES AT INCLINE	Test Charge	IT
MATTHEW BELOTE	(4.00)	GOLF COURSES AT INCLINE	Refund Test Charge	IT
MATTHEW BELOTE	149.91	EBAY O 23-11077-36058	Mersive SOLSTICE SP8096 Pod Gen3	IT
MATTHEW BELOTE	599.98	EBAY O 23-11076-84406	CRESTRON UC-SB UC-SB1-CAM-FLEX	IT
MATTHEW BELOTE	299.99	EBAY O 22-11082-75191	CRESTRON UC-SB UC-SB1-CAM-FLEX	IT
CHRIS LAVERY	899.98	DNH GODADDY.COM	Godaddy Domain Renewal - yourrahoehospital.com	IT
CHRIS LAVERY	758.57	ADOBE CREATIVE CLOUD	Adobe - Monthly Licenses	IT
CHRIS LAVERY	16.44	ADOBE ACROPRO SUBS	Adobe - Additional Account	IT
CHRIS LAVERY	1.99	GOOGLE GOOGLE STORAGE	Google Cloud Storage - January	IT
CHRIS LAVERY	180.36	DNH GODADDY.COM	Domain Renewals INCLINEFACILITIES.COM, INCLINERECREATION.COM,	IT
CHRIS LAVERY	49.00	LIVESTREAM.COM	Livestream Monthly Subscription	IT
CHRIS LAVERY	20.00	ZOOM.US 888-799-9666	Zoom Webinar License - Recreation - Coding per Shelia	IT
CHRIS LAVERY	20.00	ZOOM.US 888-799-9666	Zoom Webinar License - Recreation - Coding per Shelia	IT
CHRIS LAVERY	289.00	ZOOM.US 888-799-9666	Zoom Webinar and Host Licenses	IT
CHRIS LAVERY	7.12	ADOBE INC.	Adobe - Additional Account	IT
CHRIS LAVERY	22.17	DNH GODADDY.COM	Godaddy Domain Renewal - InclinersTahoe.com	IT
PAUL A RAYMORE	700.00	IN VISTA ESTATE VISUALS	Production of The Chateau 360 degree matterport virtual tour for website and wedding sites	Marketing
PAUL A RAYMORE	150.00	WWW.TINSWEB.ORG	Payment for Tahoe Institute for Natural Sciences staff member for Nature Walk at Luggi	Marketing
PAUL A RAYMORE	54.99	ADOBE CREATIVE CLOUD	Foeger event	Marketing
PAUL A RAYMORE	54.99	ADOBE CREATIVE CLOUD	Adobe Creative Cloud software subscription for Marketing Manager	Marketing
PAUL A RAYMORE	120.00	MAILCHIMP MISC	Adobe Creative Cloud software subscription for Video Photo Production Coordinator	Marketing
PAUL A RAYMORE	100.00	MAILCHIMP MISC	Monthly MailChimp email marketing fees - Parks Rec share	Marketing
PAUL A RAYMORE	56.00	MAILCHIMP MISC	Monthly MailChimp email marketing fees - Mt Golf share	Marketing
PAUL A RAYMORE	20.00	MAILCHIMP MISC	Monthly MailChimp email marketing fees - Tennis share	Marketing
PAUL A RAYMORE	29.99	ADOBE INC.	Adobe Stock royalty-free music, graphics and image licensing fees for Video Photo	Marketing
PAUL A RAYMORE	228.39	GOPRO.COM	Dronelink aerial drone mapping software monthly licensing fees	Marketing
PAUL A RAYMORE	49.77	FBB KINGSIZE TEL ORD	GoPro camera accessories for Video Photo Production Coordinator usage	Marketing
JACLYN M REAM	(139.00)	AMAZON PRIME	Red vest to make into Penguin Pete safety accessory - patrol vest for the penguin costume	Marketing
JACLYN M REAM	54.99	ADOBE 800-833-6687	refund for amazon print that was auto charged on old amazon account	Marketing
GWYNNE C CUNNINGHAM	45.00	ASSOC OF A MOROQXW6UR	Monthly Adobe software subscription	Marketing
GWYNNE C CUNNINGHAM	534.00	ASSOC OF A REGVL5ZXRE	Association of Aquatic Professionals membership M. Baillew	Parks & Rec - Aquatics
GWYNNE C CUNNINGHAM	534.00	ASSOC OF A REG7SUH69	Association of Aquatic Professionals Conference M. Baillew	Parks & Rec - Aquatics
GWYNNE C CUNNINGHAM	180.00	NRPA OPERATING	Association of Aquatic Professionals Conference G. Cunningham	Parks & Rec - Aquatics
GWYNNE C CUNNINGHAM	180.00	NRPA OPERATING	NRPA membership needed to keep AFO certification for Megan Baillew	Parks & Rec - Aquatics
SAMANTHA GOUGH	223.04	THE HOME DEPOT 3312	NRPA membership needed to keep AFO certification for Gwynne Cunningham	Parks & Rec - Aquatics
STEVEN PHILLIPS	47.50	CA PARK REC SOCIETY	\$223.04 rakes	Parks & Rec - Parks
			CPRS dues Parks	Parks & Rec - Parks



Procurement Card Transactions Continued

Cardholder Name 1	Amount	Merchant Name	Description	Dcpt
STEVEN PHILLIPS	47.50	CA PARK REC SOCIETY	CPRS dues	Parks & Rec - Parks
PANDORA BAHLMAN	12.89	AMZN MKTP US GETVCRE93	fitness oper dyno	Parks & Rec - Rec
PANDORA BAHLMAN	27.33	AMZN MKTP US TK2MB0C00	operating fitness equip	Parks & Rec - Rec
PANDORA BAHLMAN	287.00	IN CHEMSPA IND.DBA SPAPA	operating shower gel	Parks & Rec - Rec
PANDORA BAHLMAN	19.90	AMZN MKTP US TKRWZ7CH0	fitness operating balls	Parks & Rec - Rec
PANDORA BAHLMAN	101.46	WWW.AMAZON 114-096222	operating purell	Parks & Rec - Rec
PANDORA BAHLMAN	137.35	AMZN MKTP US T438A6YM1	operating compostiable	Parks & Rec - Rec
PANDORA BAHLMAN	27.87	AMZN MKTP US 440ZJ19N3	food merch	Parks & Rec - Rec
PANDORA BAHLMAN	104.57	AMZN MKTP US 440ZJ19N3	operating	Parks & Rec - Rec
PANDORA BAHLMAN	95.86	SAMSLUB.COM	food merch	Parks & Rec - Rec
PANDORA BAHLMAN	119.63	SPECTRUM	cable tv	Parks & Rec - Rec
PANDORA BAHLMAN	17.94	INCLINE VILLAGE GRO	operating half n half	Parks & Rec - Rec
PANDORA BAHLMAN	107.23	SAMSLUB.COM	food merch cog	Parks & Rec - Rec
PANDORA BAHLMAN	208.20	POWER SYSTEMS	fitness operating equip	Parks & Rec - Rec
PANDORA BAHLMAN	49.75	AMZN MKTP US RT1M98XK2	fitness operating balls	Parks & Rec - Rec
PANDORA BAHLMAN	17.94	INCLINE VILLAGE GRO	operating half n half	Parks & Rec - Rec
PANDORA BAHLMAN	17.58	AMZN MKTP US R86519CS2	fitness operating balls	Parks & Rec - Rec
PANDORA BAHLMAN	482.26	FINIS, INC.	merch	Parks & Rec - Rec
PANDORA BAHLMAN	78.96	SAMSLUB.COM	food merch	Parks & Rec - Rec
PANDORA BAHLMAN	88.68	SAMSLUB.COM	food merch	Parks & Rec - Rec
PANDORA BAHLMAN	41.98	AMZN MKTP US R86X31E2Z	operating locks	Parks & Rec - Rec
PANDORA BAHLMAN	100.18	SAMSLUB.COM	food merch	Parks & Rec - Rec
JENNIFER L MOORE	33.47	COSTCO WHSE #0025	Sr Programs Supplies - Conversation Cafe	Parks & Rec - Sr Programming
JENNIFER L MOORE	33.47	COSTCO WHSE #0025	Vets Club monthly meeting lunch supplies	Parks & Rec - Sr Programming
JENNIFER L MOORE	110.19	MOFOS PIZZA PASTA INC	Senior Snowshoe lunches	Parks & Rec - Sr Programming
JENNIFER L MOORE	39.16	COSTCO WHSE #0025	2024 Community Snowshoe event charcuterie boxes	Parks & Rec - Sr Programming
JENNIFER L MOORE	13.18	COSTCO WHSE #0025	Rec Center Vending - waters	Parks & Rec - Sr Programming
JENNIFER L MOORE	214.21	MOFOS PIZZA PASTA INC	Senior snowshoe lunches	Parks & Rec - Sr Programming
JENNIFER L MOORE	158.70	COSTCO WHSE #0025	Rec Ctr Coffee supplies	Parks & Rec - Sr Programming
DIANA ROBB	121.51	IN BURRIS COMPUTER FORMS	Door Hanger Paper for Water Service Shut Off Postings	PW - Admin
IVGID BLDG	667.62	RENO ROCK TRANSPORT	CIP rock for aspen grove barbecue cip #3351bd1703	PW - Buildings
IVGID BLDG	55.78	THE HOME DEPOT #3309	insulation for Preston windows	PW - Buildings
IVGID BLDG	341.00	SAC SAUNA	Thermostat for Rec suana	PW - Buildings
IVGID BLDG	53.29	NOR NORTHERN TOOL	Tools	PW - Buildings
IVGID BLDG	35.96	THE HOME DEPOT #3312	Parts for faucet	PW - Buildings
IVGID BLDG	211.47	THE HOME DEPOT 3309	lumber for pickle ball benches	PW - Buildings
IVGID BLDG	2,326.71	SLAKEY BROTHERS	Ozone rezonor heater.	PW - Buildings
IVGID BLDG	88.00	SLAKEY BROTHERS	Gas valve mt golf heater	PW - Buildings
IVGID BLDG	275.87	SLAKEY BROTHERS	ercut board mountain golf	PW - Buildings
TIM BUXTON	225.00	IAPMO	Uniform Plumbing Code Membership Fee	PW - Compliance
TIM BUXTON	(806.72)	PARTNERS ON BOOKING BV	Refund/credit for Hotel room that was booked for an educational class.	PW - Compliance
MADONNA DUNBAR	64.44	IN ONE BOAT, INC.	Tahoe.com web ad - bearsmart	PW - Conservation Resources
MADONNA DUNBAR	64.43	IN ONE BOAT, INC.	Tahoe.com web ad - TahoeTap	PW - Conservation Resources



Procurement Card Transactions Continued

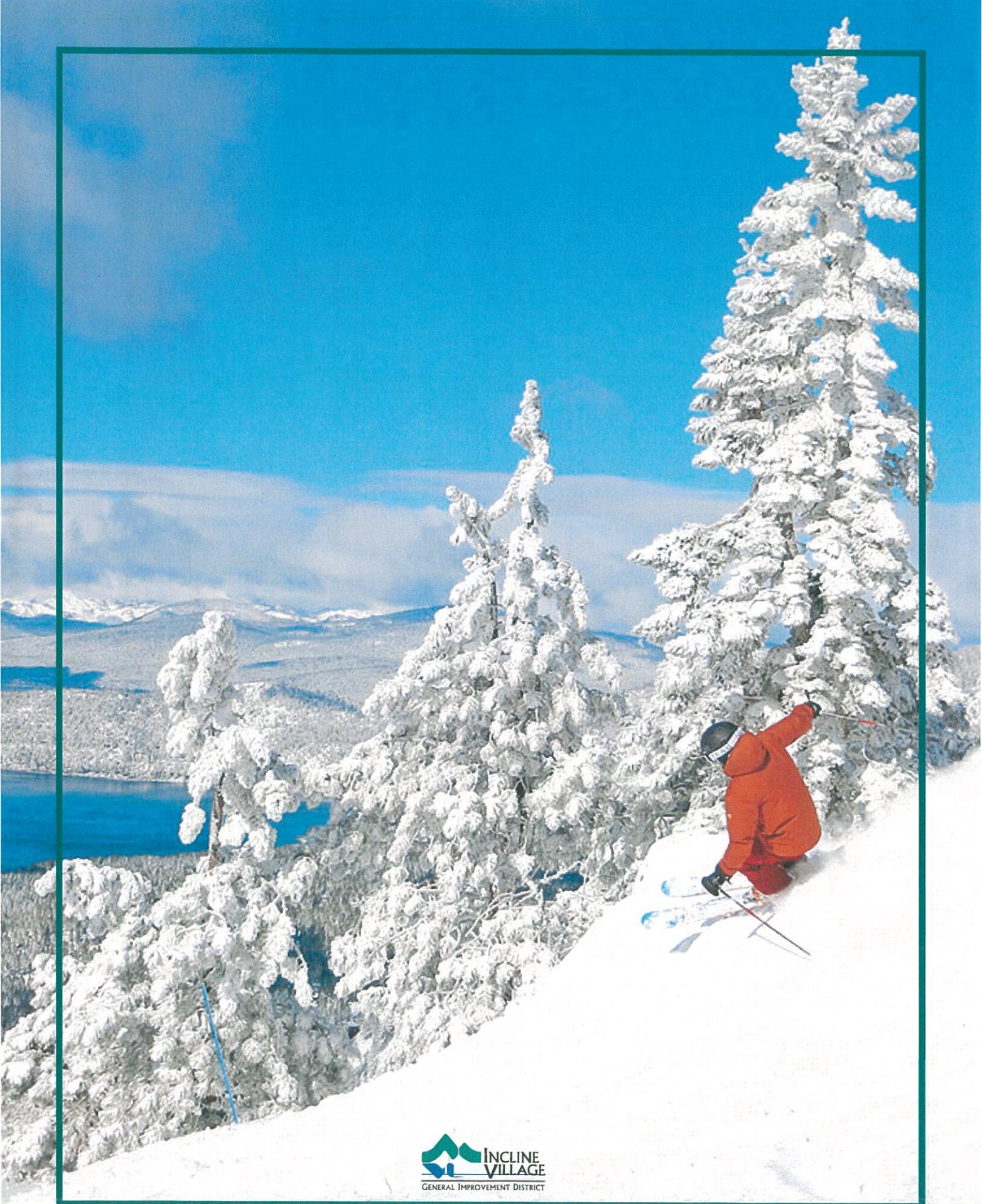
Cardholder Name 1	Amount	Merchant Name	Description	Dept
MADONNA DUNBAR	1,415.35	META STORE FACEBKPRTL M	fraudulent charge	PW - Conservation Resources
MADONNA DUNBAR	(1,415.35)	DISPUTE-META STORE FACEBK	reversal - fraudulent charge	PW - Conservation Resources
SARAH G VIDRA	98.00	360TRAINING.COM	HAZWOPER Refresher for SGV and MOD, 2024.	PW - Conservation Resources
SARAH G VIDRA	229.00	360TRAINING.COM	HAZWOPER 40 HR for MSH, 2024.	PW - Conservation Resources
HUDSON KLEIN	1,200.00	CAD MASTERS, INC.	AutoCAD Training for associate Engineer RDM	PW - Engineering
RONNIE RECTOR	170.00	WEF MAIN	Membership, J. Youngblood	PW - Engineering
RONNIE RECTOR	195.00	NATIONAL INSTITUTE OF GO	Membership, R. Rector	PW - Engineering
RONNIE RECTOR	114.00	NATL SOC OF PROF ENGINEER	Engineering documents for Design-Build projects.	PW - Engineering
RONNIE RECTOR	210.00	CA-NV SECTION, AWWA	Cross-Connection Application, J. Malsam	PW - Engineering
RONNIE RECTOR	(320.06)	PRICELN FOX RENT A CAR	Refund for Training Cancellation	PW - Engineering
RONNIE RECTOR	(78.00)	PRICELN FOX RENT A CAR	Refund for Training Cancellation	PW - Engineering
RONNIE RECTOR	(1,250.00)	USC VITERBI FCCC ONLINE	Refund for Training Cancellation	PW - Engineering
RICH ALLEN	695.00	BOBIT BUSI GOVERNMENT	GFX conference registration	PW - Engineering
RICH ALLEN	557.97	SOUTHWES	Airfare to GFX conference	PW - Fleet
RICH ALLEN	14.99	AMAZON PRIME 980275M63	Charge disputed. I did not sign up for Prime	PW - Fleet
RICH ALLEN	310.00	NEVADA FIRE MARSHAL	Annual Permit for above ground fuel tank	PW - Fleet
RICH ALLEN	10.08	WF4NFIREMAR SERVICE FEE	Annual Permit for above ground fuel tank	PW - Fleet
RICH ALLEN	281.43	LS VILLAGE SKI LOFT	Clothing Uniform Purchase	PW - Fleet
ZACHERY STEPHENS	0.68	CROSS BORDER TRANS FEE	special bolts to mount bracket to top of inlet water sump pump	PW - Mice
ZACHERY STEPHENS	68.14	ACCU.CO.UK	special bolts to mount bracket to top of inlet water sump pump	PW - Mice
ZACHERY STEPHENS	176.33	THE HOME DEPOT #3312	lumber and supplies for shed cover project at sewer 1, saw blade that was wrong and	PW - Mice
ZACHERY STEPHENS	(47.97)	THE HOME DEPOT #3312	return a saw blade	PW - Mice
ZACHERY STEPHENS	75.37	THE HOME DEPOT #3312	new saw blade for miter saw, caulking and trim for water station 3-1, 1x4 for shed cover	PW - Mice
BRYAN KAMBITSCH	221.00	CALIFORNIA WATER ENVIRON	Nick CWEA Membership	PW - Treatment
BRYAN KAMBITSCH	(6.08)	SO THE GRAPHICS FACTORY	Tax Refund	PW - Treatment
BRYAN KAMBITSCH	318.00	AUTOMATIONDIRECT.COM	Burnt Cedar CL2 Displays	PW - Treatment
BRYAN KAMBITSCH	900.76	ALLIED ELECTRONICS INC	LOX Tank Displays	PW - Treatment
BRYAN KAMBITSCH	414.95	SP KUIJU	Clothing Uniform Allowance	PW - Treatment
BRYAN KAMBITSCH	192.00	CALIFORNIA WATER ENVIRON	EI 1 Application Fee	PW - Treatment
BRYAN KAMBITSCH	208.99	RADWELL INTERNATIONAL	SPS-10 Electrical Contacts	PW - Treatment
BOB E OLSEN	196.00	OWPSACSTATE	Jason Paderson Water Treatment Class	PW - Treatment
TROY SANDERS	296.00	WEF MAIN	WEF and CWEA membership renewal	PW - Treatment
STEVE GIBBS	20.50	NEVADA MAGAZINE	Office Calendar	PW - Treatment
JAY RYDD	74.85	AMZN MKTP US RT6AL3J12	Hand warmers for staff	Ski
JAY RYDD	74.85	AMZN MKTP US RT6AL3J12	Hand warmers for staff	Ski
IVGID SKI	167.40	RADWELL INTERNATIONAL	Operating Materials	Ski
IVGID SKI	76.00	RADWELL INTERNATIONAL	Operating Materials	Ski
IVGID SKI	925.00	TOOLFETCH	Snow Shovels	Ski
IVGID SKI	190.00	TOOLFETCH	Now Shovels	Ski
IVGID SKI	1,329.80	FSP DRIVELINE AND GEAR SE	new driveshaft for lodge pole lift	Ski
IVGID SKI	28.95	PANDORA.MOODMEDIA.COM	Music Streaming service for Rentals	Ski
IVGID SKI	13.99	DISNEY PLUS	Movie Streaming service for Child Ski Center	Ski
IVGID SKI	320.00	SQ ROTO-ROOTER	clogged drain at Main Lodge	Ski



## Procurement Card Transactions Continued

Cardholder Name 1	Amount	Merchant Name	Description	Dept
IVGID SKI	423.16	RADWELL INTERNATIONAL	Operating Material	Ski
IVGID SKI	19.99	ADOBE ACROPRO SUBS	Document editing subscription service	Ski
IVGID SKI	252.00	RADWELL INTERNATIONAL	Operating Material	Ski
IVGID SKI	19.99	ADOBE PRODUCTS	Document editing subscription service	Ski
IVGID SKI	25.29	RADWELL INTERNATIONAL	Operating Materials	Ski
IVGID SKI	60.00	PSIA WESTERN DIVISION	Membership for staff	Ski
IVGID SKI	92.90	MSFT E0800Q0IR2	Sharepoint for internal communication	Ski
IVGID SKI	94.03	1000BULBS.COM	Operating Supplies	Ski
IVGID SKI	60.00	PSIA WESTERN DIVISION	Membership for staff	Ski
	<u>33,527.88</u>			





1  
2 INCLINE VILLAGE  
3 GENERAL IMPROVEMENT DISTRICT  
4 BOARD OF TRUSTEES  
5  
6  
7  
8  
9 TRANSCRIPT OF HEARING  
10 PUBLIC MEETING  
11 Live and Via Zoom  
12  
13 Held at the Boardroom  
14 893 Southwood Boulevard  
15 Incline Village, Nevada  
16  
17 Wednesday, February 28, 2024  
18  
19  
20  
21  
22  
23  
24 Reported by: Brandi Ann Vianney Smith  
25 Job Number: IVGID 25

1 APPEARANCES  
2  
3 **BOARD MEMBERS PRESENT**  
4 SARA SCHMITZ, CHAIR (via Zoom)  
5 MATTHEW DENT, VICE CHAIR (acting Chair)  
6 RAY TULLOCH, TREASURER (via Zoom)  
7 DAVE NOBLE, MEMBER  
8  
9  
10 **ALSO PRESENT**  
11 SERGIO RUDIN, LEGAL COUNSEL  
12 HEIDI WHITE, DISTRICT CLERK  
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2 PAGE  
3 A. PLEDGE OF ALLEGIANCE 4  
4 B. ROLL CALL OF TRUSTEES 4  
5 C. INITIAL PUBLIC COMMENTS 4  
6 D. APPROVAL OF THE AGENDA 26  
7 E. REPORTS OF THE BOARD  
8 E 1. Tennis Center 27  
9 F. CONSENT CALENDAR 33  
10 F 1. Meeting Minutes Approval 1/31/24  
11 F 2. Meeting Minutes Approval 2/14/24  
12 F 3. Sewer Pump Station #10 Line Stop  
13 F 4. Sewer Pump Station #10 Hauling  
14 F 5. Burnt Cedar Water Disinfection Plant  
15 Crane Services  
16 F 6. Finest LLC Agreement for Services  
17 F 7. Burnt Cedar Water Disinfection Plant  
18 Sodium Silicate Pumping and Disposal  
19 F 8. Jacobs Engineering Group Amendment  
20 to Agreement for Services  
21 F 9. Ponderosa Ranch Road Water Main  
22 Replacement Project  
23 G. GENERAL BUSINESS  
24 G 0. Tahoe Works Agreement for Services 34  
25 G 1. Diamond Peak '24/'25 Rates 37  
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G 3. WRRF Storage Tank Project  
H. REDACTIONS FOR PENDING PUBLIC RECORDS  
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I. LONG RANGE CALENDAR 82  
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-o0o-

1 Incline Village, Nevada - 2/28/2024 - 6:00 P.M.  
2 -o0o-  
3  
4  
5 CHAIR DENT: It is 6:00 p.m. I want to  
6 call the Incline Village General Improvement  
7 District Board of Trustees meeting to order. It is  
8 February 28th, 2024. We're located at the Boardroom  
9 at 893 Southwood Boulevard, Incline Village, Nevada,  
10 and via Zoom.  
11 A. PLEDGE OF ALLEGIANCE  
12 (Pledge of Allegiance.)  
13 B. ROLL CALL OF TRUSTEES  
14 CHAIR DENT: Trustee Noble?  
15 TRUSTEE NOBLE: Here.  
16 CHAIR DENT: Trustee Tulloch?  
17 TRUSTEE TULLOCH: Here.  
18 CHAIR DENT: Trustee Schmitz?  
19 TRUSTEE SCHMITZ: I'm here.  
20 CHAIR DENT: Trustee Tonking let us know  
21 she would be absent. I'm Trustee Dent. We do have  
22 a quorum, four out of five trustees are present.  
23 Moving on to item C.  
24 C. INITIAL PUBLIC COMMENTS  
25 MS. WELLS: Good evening, Board. Kristy

5

1 Wells, Incline Village resident.

2 Item G 2 on tonight's agenda addresses the

3 Incline Beach House, a delapidated building that

4 sits on one of the most valuable pieces of land on

5 the northern shores of Lake Tahoe. Improvements to

6 this asset have been brought before various boards

7 before since 2006, and IVGID have worked diligently

8 in an attempt to try to find a path forward to

9 improve and even expand the facility to ensure it

10 meets the needs of the community members.

11 Unfortunately, even though we've spent

12 hundreds of thousands of dollars, this project has

13 not moved forward even an inch in the last

14 seven years.

15 This current board has surveyed the

16 community several times to understand what we want

17 at this location. The feedback rarely changes. At

18 minimum, we want a modernized facility that serves

19 great food, a bigger bar and seating area, expanded

20 bathrooms including showers, and improving the

21 traffic flow between people, bikes, and cars at the

22 entrance and exit.

23 I would like to ask that you approve the

24 agreements for the 30 percent schematic design for

25 the Incline Beach House project and the beach access

6

1 project, and direct the Chair and the Secretary to

2 sign and execute the agreements. This project must

3 move forward without any more delays.

4 Speaking of agreements, I just learned

5 there isn't one for Bobby Magee, the gentleman who

6 has been in control of our finances for almost

7 eight months. I'm told there's only a verbal

8 agreement around his roles and responsibilities and

9 for his compensation that's \$312,000. This is mind

10 blowing to me. You asked staff to bring every

11 single contract to this board for approval,

12 including those on the agenda tonight, for \$15,000

13 emission-critical work to ensure that we have clean

14 drinking water and a sewer system that's in good

15 working order, but this board doesn't seem to have a

16 problem with someone making \$312,000 a year,

17 controlling tens of millions of dollars, and working

18 without a legal agreement.

19 There is no nondisclosure, no legal

20 protections for this district, nothing for Mr. Magee

21 either. This is highly irresponsible of this board

22 to allow this to have happened, and shows that this

23 community, once again, that you have different

24 standards for what is acceptable by you and what is

25 acceptable for staff.

7

1 With that said, I'm going to assume the

2 lack of a current agreement is a moot point as you

3 will most likely be naming Mr. Magee as general

4 manager at the March 6th special meeting, but this,

5 too, I fear is a serious mistake.

6 Based on his current compensation, one can

7 guess that his GM salary will come close in to about

8 \$500,000, more than twice what we were paying our

9 previous GM, and it will set an unsustainable

10 precedent for payroll across this entire district.

11 As I've stated before, it sounds like

12 Mr. Magee is doing a great job at managing our

13 finances, but those are not the same skills needed

14 to be a GM who will oversee hundreds of personnel

15 and manage the day-to-day operations of a general

16 improvement district.

17 I'm asking you once again to pick up the

18 recruiting efforts, to find candidates who have

19 real-life experience needed to lead IVGID in the

20 future.

21 Thank you.

22 MS. MILLER: Good evening, Trustees.

23 I listened to the live stream of the Golf

24 Advisory Committee. They found the financial

25 reports provided not very helpful since they really

8

1 didn't focus on a golf season, but rather on a

2 fiscal year, making the impact of rate changes

3 impossible to gauge. Even the ski venue operations

4 don't really coincide with IVGID's fiscal year,

5 given that we are already setting pass rates and

6 will soon be collecting revenues for the next

7 season.

8 After operating these venues for nearly

9 half a century, it's inconceivable we don't have

10 standard reports to measure their performance. Why

11 has this been tolerated all these years? It's the

12 facility fees, stupid. Venue managers really don't

13 need to concern themselves with financial

14 performance. Whatever it costs, these fees would

15 absorb the negative cash flow as well as the capital

16 costs.

17 No other local government charges a fee of

18 this nature and magnitude for these purposes. Why

19 do we? Somehow IVGID sold the community on the idea

20 that, at a minimum, the facility fees would pay for

21 capital expenses. For years it pushed numerous

22 operating expenses into capital so that, one, it

23 made the venues look like they came close to meeting

24 operating expenses, and, two, it justified increases

25 in the facility fees and maintaining the fees at the

9

1 same level, even after the bonds were paid off.  
 2           It's time to end this charade. Expecting  
 3 the facility fees, which have no limits, to pay for  
 4 capital costs no matter how much is spent, how few  
 5 are benefited, has just lead to inefficiency and a  
 6 very divided community. It seems the whiners of the  
 7 month get funding for their project instead of using  
 8 some more objective means to decided which projects  
 9 are a real priority. By the way, I do agree we've  
 10 determined the beaches serve many and provide a  
 11 great benefit, so I don't argue with that.  
 12           Some years ago, IVGID did a parcel  
 13 utilization study to determine just how many parcels  
 14 and how often they used each venue or program.  
 15 Since the role of government is to provide the  
 16 greatest benefit to the community as a whole, that  
 17 would certainly be important data to aid in setting  
 18 priorities. The pricing pyramid is way too  
 19 subjective and confusing.  
 20           Whether funds are dedicated to golf,  
 21 tennis, Rec Center, ski, beach, et cetera, shouldn't  
 22 be dependent on who makes the most noise, but rather  
 23 be at least somewhat proportional to the number of  
 24 residents and property owners served. Nationally  
 25 and locally, our citizens are sickened by the

10

1 infighting. Please help us heal. Find a more  
 2 objective way to set priorities and replace the  
 3 facility fees with voter-approved bond payments.  
 4 That's what most governments use.  
 5           Thank you.  
 6           MR. CARS: Good evening, Bill Cars,  
 7 resident.  
 8           We believe the policy for approving  
 9 contracts has been changed, and this change is  
 10 significantly detrimental to the community by  
 11 causing delays of needed activity.  
 12           On tonight's agenda are two items under  
 13 F.3, F.4, the agreements for services with Tap  
 14 Master for a total of 10,675, and the agreement for  
 15 services for sewage hauling from sewer pump station  
 16 10 in the amount of \$5,400.  
 17           In accordance with Board Policy 3.1.0,  
 18 subsection .4, these items are included in the  
 19 consent calendar as routine business for the  
 20 District and within the currently approved  
 21 District's fiscal '23/'24 operating budget and  
 22 within the utility division 200 fund. Why are these  
 23 even on the agenda when they should have been  
 24 approved in January before the potential weather  
 25 issues? These are critical updates needed for our

11

1 infrastructure to ensure the community has clean  
 2 drinking water and their raw sewage does not leak  
 3 into Lake Tahoe.  
 4           Do you know how many sources of water we  
 5 have at Incline and Crystal Bay? Of course you do.  
 6 It's one. Just one. Do you know what would happen  
 7 if these systems fail? I don't want to think about  
 8 it.  
 9           The District is at zero financial risk  
 10 with these small, little agreements. These projects  
 11 should have been done already instead of sitting on  
 12 the agenda waiting for board approval.  
 13           Is BBK, the legal counsel for the  
 14 trustees, reviewing every single agreement that's  
 15 sent to the Board? I don't know, but we need to  
 16 know this, and we'll do a PRR for the invoices. I  
 17 would also expect that the amount of time and money  
 18 it takes to review and approve these agreements  
 19 could be more than what the projects are actually  
 20 valued at. Is that being financially responsible?  
 21           Anyway, more to the point. Members of the  
 22 Board are not public works professionals. The fact  
 23 that these two agreements specifically are waiting  
 24 to be approved shows that the Board does not  
 25 understand the level of seriousness of these

12

1 projects. Let the staff who are professionals do  
 2 what they do to protect the District and keep it  
 3 operating.  
 4           I would recommend that this board modify  
 5 Board Policy 3.1.0, subsection .5F, Contracts, and  
 6 give spending authority back to the general manager  
 7 and the staff to allow them to do their jobs.  
 8 Otherwise, things like this is why members of this  
 9 community believe that trustees are micromanaging  
 10 the staff and driving them out of the District.  
 11           Thank you.  
 12           MS. CARS: Good evening, Trustees. Linda  
 13 Cars.  
 14           Let's talk about GM salaries. In 2022,  
 15 the online salaries for GID general managers in  
 16 Nevada ranges from \$117,000 to over \$200,000. I  
 17 believe the salary for our previous general manager  
 18 was around \$250,000. Estimates for Bobby Magee to  
 19 come in as the new GM is expected to be 400,000 to  
 20 500,000. How does this make sense? Especially when  
 21 we know that Mr. Magee does not live in the county,  
 22 has never held this position before, as best we can  
 23 tell, has never lead a team of this size, and will  
 24 need to work remotely at least half of the time, a  
 25 crucial factor when the GM should be on site every

13

1 day, restoring faith and trust across the GID.  
 2 You're paying a premium for an unproven candidate.  
 3 To think that Trustee Schmitz, Dent, and  
 4 Tulloch are pushing to move forward with Magee could  
 5 be grounds for a lawsuit for flagrant abuse of the  
 6 District's resources. The current board's forgotten  
 7 the job that they were voted in to do: oversee the  
 8 well-being of the GID and support to homeowners'  
 9 recreation facilities.  
 10 Over the past 14 months, this board  
 11 majority prioritized forcing out long-term employees  
 12 with historical knowledge, spends ten of thousands  
 13 on erroneous investigations and legal fees looking  
 14 for fraud, which does not exist, and negatively  
 15 impacted the health and well-being of the community.  
 16 My closing thoughts -- I hope you're  
 17 listening Matt -- a good GM for IVGID should first  
 18 and foremost have experience managing a GID and  
 19 should have demonstrated the following in their  
 20 career path: Visionary leadership, strategic  
 21 thinking skills, negotiation and conflict management  
 22 skills, team building and inter-personal skills.  
 23 Trustee Schmitz, Dent, and Tulloch, as the  
 24 board majority, you should make this decision based  
 25 on what is best for the community not what is best

14

1 for yourselves. IVGID does not need a finance  
 2 person as a GM who is beholden to a small number of  
 3 trustees. The District needs a visionary leader to  
 4 report to the entire board and has all the above  
 5 qualities, while managing the facilities and staff.  
 6 And let's not forget understand and get to know the  
 7 community. You should also require the GM live in  
 8 the county.  
 9 Mr. Magee, I look forward to hearing from  
 10 you as to why you think you are the qualified  
 11 candidate for this role and show us how you have met  
 12 the above skill set in your career path. Will you  
 13 be able to think independently and support long-term  
 14 staff who have been targeted by Trustee Schmitz at  
 15 all?  
 16 And Trustees, if you're even considering  
 17 spending this much money, you should advertise the  
 18 role with a compensation plan, as I expect the  
 19 candidate pool will be much greater.  
 20 Thank you for your time.  
 21 MR. KATZ: Thank you. Aaron Katz, Incline  
 22 Village. I have several written statements I've  
 23 given to Heidi to be included in the minutes of the  
 24 meeting.  
 25 By the way, when do we stop paying a

15

1 certified shorthand reporter to prepare the minutes  
 2 of our meetings? This is costing us between 1- and  
 3 and \$2,000 a meeting just to get minutes. And then  
 4 you're going to bill us for it under the guise of  
 5 central services. This is garbage, and it's one  
 6 simple way to reduce our costs.  
 7 I'm here to ask you not to approve the  
 8 proposed effluent storage tank CMAR agreement. We  
 9 don't need a CMAR. We just don't learn from our  
 10 prior mistakes. Our staff are not qualified nor  
 11 competent to negotiate with Granite or DN Tank, or  
 12 Jacobs Engineering. Why don't we eliminate internal  
 13 services and outsource these tasks to true  
 14 professionals? It would be less money and we'll get  
 15 a far more professional result.  
 16 Now, we should not pay Jacobs anything  
 17 more. According to the staff memo, they caused much  
 18 of the reason for this \$800,000 increase in price.  
 19 We do need an RFP for the project, and Hudson Klein  
 20 indicates that we might pay more if we go out for an  
 21 RFP. Well, I got news for Mr. Klein: We might pay  
 22 less if we use real professionals. And I ask we do  
 23 that.  
 24 And by the way, do you understand that our  
 25 engineering department just cost us \$600,000? How

16

1 did I come up with that? Well, they tell us that  
 2 75 percent of the costs of this project was being  
 3 paid by the Army Corps of Engineers. Now the price  
 4 is going to go up at least 800,000 if not more. And  
 5 how much is the Army Corps of Engineers going to pay  
 6 of that 800,000? Well, the answer is zero. That  
 7 means it cost us 600,000. Your professional staff,  
 8 when are you going to learn? So, thank you, Kate.  
 9 And now you propose we pay 128,000 more in  
 10 in-house project management and operations? Are we  
 11 crazy? We have no professional staff to manage.  
 12 Outsource it.  
 13 Thank you very much.  
 14 MS. DAVIS: Good evening, Board.  
 15 I'm here to share some thoughts about the  
 16 ski rates. Over the last several months, I've had  
 17 more than one person asking me: What is up with the  
 18 rates for season passes?  
 19 I just lost my train of thought. Senior  
 20 moment. And it did come, honestly, from people in  
 21 the older age group, so I'll just say over 50. A  
 22 lot of their comments were: You know, I've bought a  
 23 season pass for a lot of years. I knew I wasn't  
 24 going to ski enough times to make it economically  
 25 profitable for me, but I wanted to support Diamond

17

1 Peak, and I wanted to support our IVGID functions.  
 2 This last increase really irritated  
 3 people, and they voted not to get season passes.  
 4 So at a recent Golf Advisory Committee  
 5 meeting, Mr. Bandelin and Trustee Tonking had done  
 6 some deep dives into the statistic. And so I would  
 7 just share with you that -- I know we have  
 8 statistics in reports tonight, but I would just urge  
 9 you to maybe look at the statistics, especially for  
 10 maybe us older skiers, and see if the sales of  
 11 passes has gone down to that group. We're not  
 12 necessarily aging out, we're voting with our  
 13 pocketbooks. I would just encourage you to look at  
 14 who's bought a season pass in the past, and who's  
 15 buying a season pass now.  
 16 But I can just share that anecdotal  
 17 evidence with you that I know I'm not alone in my  
 18 declining to buy a season pass this year.  
 19 Thank you.  
 20 CHAIR DENT: Can we go to Zoom?  
 21 MR. DOBLER: Cliff Dobler, 995 Fairway.  
 22 It is hard to imagine that the delivery of  
 23 capital projects could be in such disarray. After  
 24 the meeting two weeks ago, I created a memorandum of  
 25 errors and misstatements in the General Manager's

18

1 capital report, prepared by Kate Nelson. The  
 2 February 23rd memo was submitted by me to Mike  
 3 Bandelin, Bobby Magee, and Kate Nelson.  
 4 There were six items in the reports which  
 5 were not in the budget but under design. No  
 6 indication of estimated costs. There were ten  
 7 projects which were not in the Nelson report but  
 8 were budgeted at almost \$4 million.  
 9 Magee, at a previous meeting, tried to  
 10 punch through 3 million as a budget addition for  
 11 tennis courts providing no backup as required by  
 12 policy and now it has fallen through the cracks.  
 13 A contract with DOWL Engineering to  
 14 provide a utility infrastructure report was started  
 15 18 months ago and will not be completed until April.  
 16 Bandelin indicated there may be change orders but no  
 17 dollar amounts were given.  
 18 Then we get to tonight's agenda, and we  
 19 find out that Granite, the CMAR contractor, somehow  
 20 forgot that the effluent tank structure required  
 21 more seismic and structural load materials, which  
 22 has been blamed on the largest subcontractor. CMAR  
 23 stands for "backs against the wall contracting."  
 24 It is hard to image that in April last  
 25 year, when design was a hundred percent complete,

19

1 that this increase was not covered when submitting  
 2 the design package to the Army. Staff wants you to  
 3 believe that the design was only 30 percent  
 4 complete. Why was that 413,000, which was charged  
 5 off in 2022, not included in the presentation so all  
 6 could get a feel of the real costs of the storage  
 7 tank? So here we are at \$8.5 million with the Army  
 8 picking up 5.7 million.  
 9 Someone should ask the question of how  
 10 since July 1st, 2023, when costs were only 573 have  
 11 now ballooned to 880,000? 370,000 was spent when  
 12 plans were a hundred percent complete last April.  
 13 Lastly, how did the ice skating project  
 14 get on the agenda without any budget or any  
 15 priority? Bandelin and Dent did the agenda, but  
 16 claimed that they were unaware how it got on the  
 17 agenda. Was it an angel from heaven?  
 18 I see that the Capital Investment  
 19 Committee will meet four days from now. There will  
 20 be no input from them on these matters. How  
 21 convenient.  
 22 Thank you very much.  
 23 MS. KNAAK: Yolanda Knaak, Incline Village  
 24 resident.  
 25 Just wanted to make a comment, and I know

20

1 the Board has a lot of challenges before them, but I  
 2 want to thank them for all their hard work. And  
 3 thank you, I believe you're directing our IVGID in  
 4 the right direction, and I want to thank you for  
 5 that.  
 6 MR. WYMAN: Andrew Wyman, resident for  
 7 over 20 years.  
 8 Tonight I rise reluctantly to offer these  
 9 thoughts. First, sitting on this board or any board  
 10 should be hard. It requires both knowledge and  
 11 wisdom in equal measure. But I am but shocked and  
 12 saddened by this board majority for its delinquent  
 13 and callous disregard of staff, particularly  
 14 senior-level managers, many of whom have worked and  
 15 toiled for a decade or more for IVGID and its  
 16 village community. They have by and large done  
 17 their level best to meet board expectations across  
 18 different boards, different demands, different  
 19 agendas, and different philosophies.  
 20 But this board in its supposed wisdom and  
 21 in (inaudible) regard for the profound differences  
 22 between full-profit corporations and general  
 23 improvement districts has presided over exit  
 24 (inaudible) with more long-tenured, tenured, and  
 25 capable employees than any in recent memory. I do

21

1 wish it were otherwise. There are now more staff  
 2 filling jobs on an interim or temporary basis than  
 3 anytime that I can recall.

4 So where are we now? First, the Board has  
 5 exited our prior general manager almost a year ago  
 6 at considerable expense to the District both  
 7 financially and the loss of community support.

8 Then a considerable additional expense in  
 9 betraying a tragically (inaudible) understanding,  
 10 they failed to hire a new general manager. Now at  
 11 very considerable additional expense, they plan to  
 12 elevate the interim Director of Finance to the  
 13 general manager position for two years in a blatant  
 14 effort to erode the flexibility of a new board that  
 15 will be seated in 10 months.

16 And while prior boards and now this board  
 17 have insisted that the general manager be on site,  
 18 full time, and integrated into the life of  
 19 community, the flagrant disregard of its prior  
 20 pronouncements and desperate for a replacement, they  
 21 plan to sign a contract allowing the general manager  
 22 to be on site halftime, a previously unheard of if  
 23 unimaginable if not unworkable proposal. Talk about  
 24 the majority on this board lying under a rock in a  
 25 very hard place.

22

1 And then there was the brilliant decision  
 2 to place the Director of Administrative Services on  
 3 forced, paid administrative leave for some 11 weeks  
 4 while they, at considerable additional expense,  
 5 conducted a shambolic investigation. Talk about  
 6 retribution against management personnel who may  
 7 have different perspectives or opinions than the  
 8 Board's majority.

9 It's all very sad, and I now know that  
 10 beyond, perhaps, improvements and financial  
 11 accountability, nothing will improve at IVGID until  
 12 a new board is seated.

13 Thank you.

14 MS. HUSSONG-JOHNSON: Good evening, Board  
 15 of Trustees. This is Sarah Hussong-Johnson, 785  
 16 Mays Boulevard, full-time resident here in Incline  
 17 Village.

18 Thankful for the opportunity to comment  
 19 tonight, and I just wanted to draw our attention to  
 20 the agenda in front of us. I made a comment last  
 21 month about my concern for the lack of capital  
 22 projects and contracts initiatives on the agenda. I  
 23 just want to say that the opposite is true this  
 24 month. I am thrilled to see the amount of projects  
 25 being moved forward, both on the consent and on the

23

1 general business calendar.

2 In a nod to our staff, I'd really like to  
 3 give some kudos to interim Public Works Director  
 4 Kate Nelson. She is solely carrying the agenda here  
 5 tonight, absent maybe one or two items. The breadth  
 6 and depth of capital projects represented on this  
 7 agenda is truly impressive and almost kind of  
 8 astounding for one individual to be able to  
 9 represent this diverse of a group of projects and  
 10 complex of group of projects. So, kudos to  
 11 Ms. Nelson, and I look forward to learning more  
 12 about these projects as a member of the Capital  
 13 Improvement Committee. I'll be paying close  
 14 attention to all of these agenda items.

15 So, as we consider all the content in  
 16 front of us tonight, please, I hope the Board will  
 17 facilitate the implementation of this capital,  
 18 specifically the items on the consent agenda, that  
 19 many of which were already budgeted, as spoken to by  
 20 Mr. Cars.

21 Finally, I'd like to welcome back our --  
 22 I'd like to welcome back our Director of  
 23 Administrative Services, Ms. Herron, Susan Herron.  
 24 She has been put on administrative leave since  
 25 November, I believe it was, and thrilled to have her

24

1 return to the District. Though I question why we  
 2 had someone with her experience on administrative  
 3 leave for that period of time. I believe with  
 4 essentially --

5 MATT: She dropped off. The call dropped.

6 CHAIR DENT: All right. Let's go to the  
 7 next one.

8 MR. WRIGHT: Frank Wright, Crystal Bay.  
 9 Well, Mr. Wyman, I guess you are back from  
 10 Hawaii. It's amazing how you are an expert on the  
 11 movement of the employees in the District, and all  
 12 you throw in is the multitude of years of experience  
 13 and how we're losing all that experience. Well,  
 14 maybe if someone would let you inside and take a  
 15 peaky poo at why these people are being cut loose or  
 16 put on leave or whatever else they're doing to them,  
 17 maybe they've done something wrong, Mr. Wyman. But  
 18 you wouldn't know that because you're too busy  
 19 saying that they've had all these years of  
 20 experience.

21 Well, there's a lot of people that go down  
 22 in employment because they don't do their job,  
 23 they've done dumb things, and I can label a lot of  
 24 dumb things that have happened in this district with  
 25 our employees. We've had lawsuits, we've had

25

1 expenses that we didn't need to incur because of  
 2 these employees, we've had public records hidden,  
 3 and we've had lawsuits against those public records.  
 4 You gotta be living on a foreign planet not to see  
 5 what's going on here.  
 6         And to have Ms. Cars, Wyman, now he's  
 7 joined the dirty dozen, we got a serious problem  
 8 with our community because they don't know what  
 9 they're talking about, they're not involved in the  
 10 daily operations of the District, they don't see  
 11 some of the stuff these employees are doing with our  
 12 money and how they're blowing the money for needless  
 13 purposes or their self-serving purposes. And if an  
 14 employee is doing that, if an employee is taking off  
 15 and leaving the District on their own, that isn't  
 16 have anything to do with the Board members.  
 17         You just don't get it, Mr. Wyman. You  
 18 come in here and you blab like there's all kinds of  
 19 problems going on. Anybody that raises an issue  
 20 that shows facts and figures and information that's  
 21 accurate, Ms. Cars, accurate, Ms. Cars, that's an  
 22 absolute term you don't understand. You have to  
 23 have accurate information, you have to be an inside  
 24 person to understand all this, and you can't blame  
 25 the Board for everything you don't like. It's

26

1 silly.  
 2         And to name these board members every time  
 3 you speak is ridiculous, because there's five up  
 4 there, and five members could speak out, any one of  
 5 them. But you're the only one that speaks out,  
 6 Mr. Cars, and now Mr. Wyman. Get your facts  
 7 straight. Understand that this district is in  
 8 trouble. Understand we have lots of debts.  
 9 Understand a lot of these things that are taking  
 10 place need to take place. They haven't been dealt  
 11 with in years.  
 12         So either get on board and understand  
 13 what's going on or shut up. There's no other way  
 14 around it. Support the Board; they're trying to do  
 15 the best they can.  
 16         Thank you.  
 17         MATT: That was our last public comment.  
 18         CHAIR DENT: That close out item C.  
 19 D. APPROVAL OF THE AGENDA  
 20         CHAIR DENT: Any questions or concerns  
 21 with the agenda?  
 22         TRUSTEE SCHMITZ: I would like to pull  
 23 agenda item F 10, just for discussion.  
 24         CHAIR DENT: Okay. Item F 10 will become  
 25 G 0. Everyone okay with that? Any other changes?

27

1         Seeing none, the agenda is approved.  
 2 Moving on to item E.  
 3 E. REPORTS TO THE BOARD  
 4         E 1. Tennis Center  
 5         CHAIR DENT: Verbal update on the Tennis  
 6 Center project.  
 7         MS. NELSON: Thank you for the opportunity  
 8 to provide an update on the Tennis Center  
 9 reconstruction project. I thought it important to  
 10 provide a little bit of a brief history on the  
 11 project.  
 12         In 2016, Lloyd Engineering was contracted  
 13 by the District to provide a facility assessment and  
 14 master plan for the Tennis Center. The majority of  
 15 the Tennis Center was constructed in 1979. In 2016,  
 16 courts numbered 1 through 7 were 35 years old. In  
 17 2024, those courts are now 43 years old. Throughout  
 18 the master plan, it was noted that the District did  
 19 an excellent job of maintaining those courts, as  
 20 well as noting that the court conditions are  
 21 currently in disarray.  
 22         The courts are built from asphalt with an  
 23 acrylic court surfacing. They have a site drainage  
 24 system that was noted to be insufficient, only  
 25 providing infiltration and percolation. They also

28

1 noted that repair and resurfacing of the courts  
 2 needed to continue until reconstruction was planned.  
 3         The recommendations of the report were  
 4 that the drainage and the BMPs needed to be upgraded  
 5 to current TRPA standards. Courts 1 through 7 would  
 6 need to be reconstructed in five to seven years,  
 7 which puts that at between 2021 and 2023.  
 8         In August of 2023, staff contracted with  
 9 Black Eagle Consulting to prepare a geotechnical  
 10 report. This report -- the findings of this report  
 11 were utilizing core samples that were taken  
 12 throughout courts 1 through 7. They cored through  
 13 the asphalt and took subgrade samples to a depth of  
 14 about two feet below the courts. They noted in  
 15 their report that full-depth cracking has occurred,  
 16 differential movement, areas of low ponding were  
 17 occurring, as well as tree root intrusions were all  
 18 adversely affecting the courts.  
 19         The report verified that the courts are  
 20 failing, and it's time for those to be replaced as  
 21 was stated in the 2016 master plan. It should also  
 22 be noted that the project area is currently not BMP  
 23 certified by TRPA.  
 24         We have been given three to five years to  
 25 complete this process, and that includes the Rec

29

1 Center parking lot as well as the tennis facility.  
2 This was brought to our attention during the Rec  
3 Center expansion project.  
4 On March 6th, the Board will be further  
5 discussing this project as part of the CIP budget  
6 retreat meeting. And at that time, we can discuss  
7 the estimates that we have gathered for this  
8 project.  
9 At this time, are there any questions?  
10 CHAIR DENT: Any questions?  
11 TRUSTEE SCHMITZ: I don't have a question,  
12 but in preparation for our meeting on the 6th, could  
13 you please share the report from, I believe you said  
14 it was Black Eagle? I don't believe the Board has  
15 actually reviewed that report. If we could have  
16 that opportunity, it would be helpful.  
17 MS. NELSON: I will certainly do that as I  
18 actually have a hard copy with me tonight. I will  
19 make copies and leave them for the Board.  
20 TRUSTEE TULLOCH: Just has this  
21 expenditure on the tennis courts, has that been  
22 budgeted? I remember there's a plug in last year's  
23 budget for the out years, but I notice anything  
24 hadn't come through on it.  
25 Also, do we have any numbers of actual

31

1 be upcoming. So you have that opportunity to kind  
2 of look at that five-year and have a general idea of  
3 what's coming down the pike.  
4 CHAIR DENT: Was the \$6 million what we  
5 put in the budget or was it actually higher than  
6 that?  
7 MS. NELSON: I believe we had 3 million,  
8 2 million, and 2 million, I believe. But, again,  
9 those are at the years two through five, those are  
10 high level.  
11 TRUSTEE SCHMITZ: This question might be  
12 off topic, but I'm curious if you might have an  
13 answer. And that is in doing these geotech  
14 findings, did they make any recommendations related  
15 to trees close to the courts? Because I know that  
16 there's been concerns about the proximity of some of  
17 the trees to the courts and safety concerns, and I'm  
18 just curious from a subgrade perspective, did the  
19 report have findings suggesting that trees be  
20 removed to a certain parameter -- or perimeter?  
21 MS. NELSON: Let me talk about the report  
22 just quickly. Staff spent \$6,000 to prepare -- to  
23 have Black Eagle prepare this geotechnical  
24 investigation. The results of this investigation  
25 will be utilized by the design team as part of the

30

1 utilization of the courts? We've got 12 courts,  
2 what's the general utilization of them?  
3 MS. NELSON: I will speak to the -- I  
4 can't speak to the numbers. That would come from  
5 the Parks and Recreation staff. And then could you  
6 repeat your first question? Sorry.  
7 TRUSTEE TULLOCH: Yeah. I'm just  
8 surprised this coming through in January for  
9 \$6 million when none of us never seen it in the  
10 budget before. I'm just wondering where the numbers  
11 appeared from.  
12 MS. NELSON: In last year's five-year CIP  
13 planing document that was brought in front of the  
14 Board, I know you guys focus on year one, but year  
15 two, three, and four did have plug numbers for  
16 reconstruction of the courts. I believe it starts  
17 with 5 through 7, 3 and 4, and then 1 and 2.  
18 TRUSTEE TULLOCH: I believe we also  
19 pointed out at the time that stuffing the out years  
20 is just a wish list, there's no approval of such.  
21 That's why I was just wondering where the 6 million  
22 came from in January.  
23 MS. NELSON: Yeah. And I think the wish  
24 list or what I prefer to use it as as a tool for the  
25 Board to be aware of our projects that are going to

32

1 design.  
2 They did only note that there was tree  
3 root intrusion. In order to mitigate that, similar  
4 to what we did at the Mountain Golf Course for the  
5 cart paths is you're removing any tree roots that  
6 have basically come within your project area. We  
7 worked with a forester to make sure that we did it  
8 in such a way that it provided the least impact to  
9 the trees. We did also work with TRPA to note any  
10 trees that we would actually be able to remove,  
11 whether they were diseased or too close, that kind  
12 of thing.  
13 I imagine that that will carry through  
14 this project because the tree roots do do damage,  
15 and we don't want to put all this money into a  
16 project and then have the tree roots continue to do  
17 what they do.  
18 TRUSTEE SCHMITZ: Thank you. I appreciate  
19 the answer, and I look forward to seeing the report.  
20 I think it will be very informative.  
21 CHAIR DENT: Any additional questions?  
22 Seeing none. Thank you. Appreciate it.  
23 That will close out item E 1.  
24  
25

33

1 F. CONSENT CALENDAR

2 F 1. Meeting Minutes Approval 1/31/24

3 F 2. Meeting Minutes Approval 2/14/24

4 F 3. Sewer Pump Station #10 Line Stop

5 F 4. Sewer Pump Station #10 Hauling

6 F 5. Burnt Cedar Water Disinfection Plant Crane Services

7 F 6. Finest LLC Agreement for Services

8 F 7. Burnt Cedar Water Disinfection Plant Sodium Silicate Pumping and Disposal

9 F 8. Jacobs Engineering Group Amendment to Agreement for Services

10 F 9. Ponderosa Ranch Road Water Main Replacement Project

11 CHAIR DENT: Item F 1 through 9 are what

12 are currently on the consent calendar. Is there

13 a -- I'll entertain a motion.

14 TRUSTEE SCHMITZ: I'll make a motion that

15 the Board approve consent calendar items F 1 through

16 F 9.

17 CHAIR DENT: Motion's been made. Is there

18 a second?

19 TRUSTEE NOBLE: Second.

20 CHAIR DENT: Motion's been made and

21 seconded. Any discussion by the Board?

22 Seeing none, I'll call for the question.

23 All those in favor, state aye.

24 TRUSTEE TULLOCH: Aye.

25 TRUSTEE NOBLE: Aye.

TRUSTEE SCHMITZ: Aye.

35

1 the painting done. It's a nice spruce-up. And if

2 you come and check out some of the walls, especially

3 downstairs, it just kind of looks a little dated and

4 dingy.

5 TRUSTEE SCHMITZ: Staff time, is there

6 going to be staff time related to this project also

7 just to move things? You've got a lot on your plate

8 coming into a construction season. And I'm just

9 wondering if this is a good time and what cost is

10 related to the staff time to move things around, and

11 has that been included in this budget?

12 MS. NELSON: That's actually included in

13 the price. Staff will not be removing things from

14 the walls, that will all be the company that is

15 painting.

16 CHAIR DENT: Any other questions?

17 TRUSTEE TULLOCH: Yeah. I see this is

18 listed under capital expense budget. I strongly see

19 here, this is a capital expense as opposed to an

20 operating expense.

21 MS. NELSON: It was budgeted and approved

22 under the capital expense. We worked closely with

23 the accounting department when they broke those

24 projects out between capital improvement projects

25 and capital expense projects.

34

1 CHAIR DENT: Aye.

2 Motion passes, 4/0.

3 G. GENERAL BUSINESS

4 G 0. Tahoe Works Agreement for Services

5 CHAIR DENT: All right. Moving on to item

6 G 0, formerly F 10. Review, discuss and possibly

7 approve the Agreement for Services for painting the

8 interior of the Public Works Administration

9 Building. Project #2097BD1202. This can be found

10 on page 234 through 250 of your board packet.

11 Trustee Schmitz, you had questions on this

12 item. Floor's yours.

13 TRUSTEE SCHMITZ: Ms. Nelson, my question

14 is with this -- I'm understanding this to be

15 interior cosmetic-type of -- I'm sorry -- cosmetic

16 interior painting. And I'm curious as to the amount

17 of disruption that this may have on staff, and I'm

18 just curious if this is good timing for that type of

19 disruption to staff?

20 MS. NELSON: I will have to say that any

21 type of painting or carpet repair is never ideal.

22 But we're going to schedule it to be the least

23 impactful to staff. We'll work closely with Tahoe

24 Workz to get that done.

25 Actually, most people are excited to have

36

1 So if there's specific questions related

2 to capitalization versus expense, I would encourage

3 you to contact the interim Director of Finance.

4 TRUSTEE TULLOCH: Okay. My apologies.

5 The audio seems to be cutting, so I missed some of

6 that.

7 I can't understand why it would be a

8 capital expense. It's not extending the life of the

9 building. This is just regular maintenance.

10 CHAIR DENT: Trustee Tulloch, the response

11 was that Public Works worked very closely with

12 accounting when these projects were separated, and

13 so if there were further questions on that,

14 accounting will be the one to field that question.

15 TRUSTEE TULLOCH: Perhaps that can come

16 back.

17 CHAIR DENT: General Manager just nodded

18 his head, so we'll get a response from him.

19 TRUSTEE SCHMITZ: I just wanted to respond

20 to Trustee Tulloch. It might be your internet,

21 Trustee Tulloch, because I'm also on Zoom, and I did

22 not have any break up of the communication.

23 CHAIR DENT: I don't think there's any

24 additional questions on this. I will entertain a

25 motion.

37

1 TRUSTEE NOBLE: I would move to approve  
 2 the Agreement for Services with Tahoe Workz, Inc.  
 3 for the amount not to exceed \$28,750.00, and I would  
 4 Direct the Interim Director of Public Works to sign  
 5 and execute the Agreement.  
 6 CHAIR DENT: Motion's been made. Is there  
 7 a second?  
 8 TRUSTEE SCHMITZ: Second.  
 9 CHAIR DENT: Any further discussion by the  
 10 Board?  
 11 Seeing none, I'll call for question. All  
 12 those in favor, state aye.  
 13 TRUSTEE NOBLE: Aye.  
 14 TRUSTEE SCHMITZ: Aye.  
 15 CHAIR DENT: Aye.  
 16 Trustee Tulloch?  
 17 TRUSTEE TULLOCH: That's a no until the  
 18 accounting is sorted out.  
 19 CHAIR DENT: Motion passes, three to one.  
 20 G 1. Diamond Peak '24/'25 Rates  
 21 CHAIR DENT: Review, discuss and possibly  
 22 approve Diamond Peak Ski Resort's 2024/25 Recreation  
 23 Pass holder daily lift ticket rates and Recreation  
 24 Pass Holder season pass rates proposal. Requesting  
 25 Staff Members: General Manager of Diamond Peak Ski

38

1 Resort, Mike Bandelin. Can be found on page 251  
 2 through 265 of the board packet.  
 3 MR. BANDELIN: As stated, the staff report  
 4 for this item begins on page 251 of your packet.  
 5 This evening's recommendation, including pricing for  
 6 ski products to our community members, contemplates  
 7 and is in line with the District's Practice 62.0,  
 8 related to pricing of recreation venue products.  
 9 The first recommendation from staff to the  
 10 Board of Trustees includes a \$5 increase to Picture  
 11 Pass Holder daily lift tickets, except the beginner  
 12 ticket product which is recommended to include a \$2  
 13 increase.  
 14 Staff has recommended for an approval of a  
 15 ten percent increase to non-resident season pass  
 16 product rates, with the exception of the super  
 17 senior rate, which is proposed as a 35 percent  
 18 increase to be in line with the child pass rate.  
 19 Staff is also recommending a zero dollar  
 20 increase to Picture Pass Holder season pass rates  
 21 for all products.  
 22 The final recommendation this evening is  
 23 to direct staff to include an additional pricing  
 24 tier for -- pricing tier 4 for the non-resident pass  
 25 products at rates to be determined by market

39

1 conditions during the December month of the 2024  
 2 season.  
 3 Staff has included tables to identify the  
 4 proposed rate changes as well as the current Picture  
 5 Pass Holder rates for passes. Staff also included  
 6 in the report kind of look at the utilization of an  
 7 access product type, as well as chart 4 that  
 8 identifies the amount of time that the daily ticket  
 9 would be used to kind of simulate the pay off or the  
 10 cost of the season pass. And chart 5 references  
 11 the year-over-year look at the complimentary daily  
 12 lift tickets issued during the annual Resident  
 13 Appreciation Week.  
 14 Happy to answer any questions that the  
 15 Board may have or this agenda item this evening.  
 16 CHAIR DENT: Any questions?  
 17 TRUSTEE SCHMITZ: My question is on  
 18 page 254, where we have the daily, this is for  
 19 Picture Pass Holder daily ticket rates. Refresh my  
 20 memory, I thought last year was first time in a very  
 21 long time that we had increased the daily rates, and  
 22 I'm just wondering if you can refresh our memory on  
 23 how long has it not been increased. Because I'm  
 24 just concerned about the daily rates increasing yet  
 25 another \$5 after last year's increase.

40

1 MR. BANDELIN: Off the top of my head, I  
 2 don't -- I can't exactly tell you. I have in my  
 3 folder here the staff report from last March. I  
 4 could take a couple minutes and look in that folder  
 5 to be able to see if I can identify what rate  
 6 increase was for resident daily tickets for this  
 7 particular season.  
 8 TRUSTEE SCHMITZ: I really am just sort of  
 9 asking off the cuff. I know that some of the rates  
 10 had not changed in a very long time. Just from your  
 11 recollection, had that not changed for also a very  
 12 long time, a number of years?  
 13 MR. BANDELIN: That is correct. I can  
 14 specifically remember being at The Chateau when we  
 15 held or meetings there and proposing no increases to  
 16 either season pass holder rates or for Picture Pass  
 17 Holders or Picture Pass Holder daily ticket rates.  
 18 So I can run down a couple of the items  
 19 for during the staff report that we proposed  
 20 last year that were implemented this particular  
 21 season. We did a \$10 increase for the adult daily  
 22 ticket price from \$25 to \$35, then \$25 to \$35  
 23 weekend pricing, and then the other period is peak  
 24 period, from \$35 to \$40.  
 25 I'm looking at my notes here, and I'll

41

1 tell you that we did a \$10 increase for the adult,  
2 youth, senior, child, beginner, and we remained at  
3 free for six and under and 80-plus. So we're  
4 proposing a \$5 increase this year, except for a \$2  
5 increase for the beginner ticket.  
6 TRUSTEE SCHMITZ: What is causing you to  
7 want to increase these another \$5?  
8 MR. BANDELIN: Within our -- this is  
9 purely a recommendation that would just bring in  
10 line the amount of times of use to pay off your  
11 pass. Let me get my notes here.  
12 The increase, it's probably, I would say,  
13 the lowest ski lift ticket price to be able to  
14 access a ski area that has the infrastructure like  
15 Diamond Peak. So you would naturally, as an  
16 operator, raise your prices to accommodate expenses,  
17 cost to operate the resort, and that's determined  
18 within the budget, and so you'll continue to see  
19 daily lift ticket rates go up, just as we do on the  
20 ones that we don't share with you now that we'll  
21 present later on to the non-Picture Pass Holder  
22 rates. We continue to raise those on an annual  
23 basis, and I think it's appropriate to do the same  
24 for the Picture Pass Holder rates.  
25 TRUSTEE SCHMITZ: What you're trying to

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1 correct?  
2 MR. BANDELIN: That is correct.  
3 TRUSTEE TULLOCH: The adult Picture Pass  
4 Holder daily ticket price has now gone up 60 percent  
5 in two years. I realize it's not been increased for  
6 several years beforehand, but basically with this  
7 suggested non-peak rate at \$40, it's gone from \$25  
8 from season 2022 to now -- sorry 2023, that would  
9 have been \$40, 60 percent increase. We've also  
10 heard in public comments, the views of the public,  
11 that they almost felt like they're pricing people  
12 out of it.  
13 Do you know what proportion of our  
14 revenues comes from these Picture Pass Holders?  
15 MR. BANDELIN: Within season passes or  
16 daily tickets?  
17 TRUSTEE TULLOCH: Within the daily tickets  
18 for Picture Pass Holders. What is the revenue  
19 improvement impact of this?  
20 MR. BANDELIN: I provided in the reports  
21 the season-to-date what the review is for daily lift  
22 tickets.  
23 TRUSTEE TULLOCH: Are we making a  
24 significant revenue impact with this 60 percent  
25 increase? Are we just annoying more of the

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1 encourage by these daily rates for the Picture Pass  
2 Holders is you're encouraging season passes by  
3 slightly increasing these rates. Is that sort of  
4 the underlying premise?  
5 MR. BANDELIN: Sure. As an operator, you  
6 would like to -- we've talked about this at the  
7 Board level and staff level for years, I mean, you  
8 would like to have everybody a pass holder, that way  
9 they can receive a lot of the perks that have with  
10 the pass holder versus buying daily lift tickets for  
11 11 times. It's an incredible amount of staff time  
12 to verify residency, going through the whole  
13 process, it's time consuming. We don't like doing  
14 that to the Picture Pass Holders that just buys the  
15 daily tickets. We would always encourage the  
16 Picture Pass Holder to accommodate a season pass  
17 would be better for operations, but we still  
18 wouldn't want to provide that daily ticket because  
19 it works better for some people, but there would be  
20 incremental cost increases, possibly on an annual  
21 basis, to help offset the operating cost of the  
22 resort.  
23 TRUSTEE SCHMITZ: Thank you for that. And  
24 just for clarification, there's a recommendation to  
25 not increase the season passes for pass holders;

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1 community?  
2 MR. BANDELIN: Stand by one minute and let  
3 me get the table here.  
4 No, not significant increase. No.  
5 TRUSTEE TULLOCH: I think I saw 110,000  
6 approximately; is that correct?  
7 MR. BANDELIN: Yes.  
8 TRUSTEE TULLOCH: Yeah. I think my  
9 question -- I've asked several trustees, considering  
10 we've heard the public comments, I mean, are we  
11 achieving anything or are we shooting ourselves in  
12 the foot? The 110,000 revenue improvement only  
13 assumes we sell the same number. It doesn't account  
14 for any drop offs, ten percent drop off in users. I  
15 just ask my fellow trustees to consider that.  
16 The other aspect, this market-driven  
17 pricing, we've heard this before for years in golf  
18 where we had dynamic pricing, and it was really  
19 nothing of the sort. It was just making up prices  
20 on the fly.  
21 What are we hoping to achieve with this  
22 market-based pricing?  
23 MR. BANDELIN: Maybe it's the wrong  
24 terminology for your sake. And that was a staff  
25 decision to -- we raised from tier 2 to tier 4 on

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1 December 23rd, \$100 for those passes, and we  
 2 continue to sell passes, unlike other resorts that  
 3 stop selling passes in season. And there was a  
 4 significant amount of passes sold and used for -- I  
 5 don't have revenue numbers in front of me, but it  
 6 was a significant increase in revenue from when we  
 7 didn't have the tier 4 in place in the past.  
 8 TRUSTEE TULLOCH: Yes, I agree.  
 9 MR. BANDELIN: So maybe the terminology  
 10 "market driven," was not the right wording to use.  
 11 TRUSTEE TULLOCH: So it's not market  
 12 driven, it's just put out another hundred bucks for  
 13 tier 4.  
 14 MR. BANDELIN: Yeah, you're correct. I  
 15 used the wrong terminology, and should have said it  
 16 was staff's intention to sell the passes for more  
 17 money because you could increase revenue and make  
 18 the ratio between the daily lift ticket price and  
 19 the pass lower.  
 20 TRUSTEE TULLOCH: Yes. I have no issue  
 21 with that, if what we're talking is a straight \$100  
 22 increase. I don't like it when I see "market  
 23 pricing" without proper market analysis.  
 24 MR. BANDELIN: Okay.  
 25 TRUSTEE TULLOCH: There's actually one

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1 other resort that does sell passes in season as  
 2 well.  
 3 MR. BANDELIN: I knew that. Yeah,  
 4 apologize. Wrong terminology for your sake.  
 5 CHAIR DENT: Any other questions? I will  
 6 entertain a motion, then.  
 7 TRUSTEE NOBLE: I would move to approve an  
 8 increase to all Recreation Pass Holder daily ticket  
 9 products as shown in Table 1 for fiscal year  
 10 '24/'25. Approve an increase to all Public season  
 11 pass products as shown in Table 3, Exhibit A, for  
 12 fiscal year '24/'25. Approve a \$0 increase to  
 13 Recreation Pass Holder season pass prices for fiscal  
 14 year 24/'25, and direct District staff to include  
 15 an additional pricing tier, tier 4, for public  
 16 season pass products at rates to be determined by  
 17 staff in the future.  
 18 CHAIR DENT: Motion's been made. Is there  
 19 a second?  
 20 TRUSTEE SCHMITZ: I'll second.  
 21 CHAIR DENT: Motion's been made and  
 22 seconded. Any further discussion by the Board?  
 23 TRUSTEE TULLOCH: Can I put forward an  
 24 amendment to that motion, please?  
 25 CHAIR DENT: Go ahead.

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1 TRUSTEE TULLOCH: I'd like to delete, for  
 2 item 1, recommendation 1, I'd suggest that we  
 3 recommend we hold recreation pass holder daily  
 4 ticket products at the '23/'24 rate, the Picture  
 5 Pass Holder rates.  
 6 TRUSTEE NOBLE: I'm fine with that. There  
 7 was a \$10 increase last year, and I'm fine with  
 8 holding off for consideration for an increase until  
 9 next year if the majority of the Board would like to  
 10 go with that.  
 11 And so I would accept that motion to not  
 12 increase the recreation pass holder daily ticket  
 13 prices this coming fiscal year -- or season.  
 14 CHAIR DENT: Okay. Motion's been amended.  
 15 TRUSTEE SCHMITZ: I have concerns about  
 16 the increase for these daily tickets. But I'm  
 17 understanding the logic that interim General Manager  
 18 Bandelin is using, and that it is that it's an  
 19 extensive amount of staff time to validate these at  
 20 the window. And by leaving them the way, leaving  
 21 this pricing structure, it means that someone would  
 22 need to buy -- ski more than nine times to get a  
 23 return on season pass. And what he's proposed here  
 24 is a rate that would give a breakeven at seven times  
 25 of using a pass.

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1 So I have concerns about increasing the  
 2 daily ticket price, but I'm understanding the logic  
 3 that Mr. Bandelin is using and the amount of effort  
 4 that it takes to deal with the daily ticket as  
 5 opposed to a pass holder. I'm sitting here thinking  
 6 that I want take the advice of our General Manager  
 7 of Diamond Peak who understands how to run his  
 8 business.  
 9 And while this might seem like a  
 10 significant change, it's actually encouraging people  
 11 to buy the season pass, and I think there is -- as  
 12 Mr. Bandelin pointed out, there's business reasons  
 13 for trying to incentivize that decision by our pass  
 14 holders.  
 15 CHAIR DENT: There is a motion on the  
 16 table. Is there a second?  
 17 TRUSTEE TULLOCH: Is the amend motion --  
 18 I'll second the amended motion, then.  
 19 CHAIR DENT: Okay. Motion's been made and  
 20 seconded. Any further first discussion by the  
 21 Board?  
 22 Seeing none, I'll call for the question.  
 23 All those in favor, state aye.  
 24 TRUSTEE TULLOCH: Aye.  
 25 TRUSTEE NOBLE: Aye.

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1 CHAIR DENT: Aye.  
 2 Opposed?  
 3 TRUSTEE SCHMITZ: No.  
 4 CHAIR DENT: Motion passes three to one.  
 5 That closes out item G 1.  
 6 G 2. Beach House Project  
 7 CHAIR DENT: Review, discuss, and possibly  
 8 approve the agreement for 30 percent schematic  
 9 design contract for Incline Beach House project  
 10 '23/'24 capital improvement project. Contractor  
 11 would be CORE West, Inc., for the construction in  
 12 the amount of \$103,500.  
 13 Review, discuss, and possibly approve the  
 14 agreement for 30 percent schematic design for the  
 15 Incline Beach House access project, '23/'24 capital  
 16 improvement project, to CORE Construction in the  
 17 amount of \$18,000. Can be found on page 265 through  
 18 282 of your board packet.  
 19 MS. NELSON: I would like to provide a  
 20 quick history of how we got to this point. It does  
 21 seem like it has taken forever, but I'll make this  
 22 brief.  
 23 Back in January of 2022, the Board  
 24 identified that this project was a board-priority  
 25 project. In July of 2022, staff provided to the

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1 Board of Trustees a historical summary of the  
 2 project and requested direction from the Board on  
 3 the next steps and scope of the project.  
 4 At that time, the GM requested that a  
 5 design team similar to the CMAR team at the Burnt  
 6 Cedar pool be used, and the Board directed staff to  
 7 move forward.  
 8 Between August 2022 and November 2022,  
 9 staff resources were re-prioritized to the Rec  
 10 Center expansion project due to the accelerated  
 11 schedule required on that project. In December of  
 12 2022 through February of 2023, staff reevaluated the  
 13 historical information and deemed it necessary to  
 14 bring back alternate 1 to the Board of Trustees with  
 15 an updated cost estimate to provide the Board of  
 16 Trustees a full and transparent project.  
 17 On February 8th of that year, 2023, staff  
 18 provided a total project cost, inclusive of hard and  
 19 soft costs of about \$6 million, utilizing the 2023  
 20 construction indices. The Board of Trustees  
 21 majority decided it was important to gather  
 22 additional community input. In April of '23, the  
 23 FlashVote survey was released. In May of 2023, the  
 24 Board of Trustees approved a \$4 million total  
 25 project budget for the project.

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1 In July of 2023, on July 26th,  
 2 an additional FlashVote survey was released, as well  
 3 as the staff attended a Board of Trustees meeting  
 4 requesting additional direction as to what to  
 5 include in the RFQ for the project. We were seeking  
 6 advice on the level of service desired, the food and  
 7 beverage scope, and the project delivery method. At  
 8 that meeting, the direction of staff was to provide  
 9 a kitchen sized and equipped to deliver at least an  
 10 equivalent level of service as is currently  
 11 available, the project is to prioritize the  
 12 number of restroom stalls to eliminate the  
 13 year-round need for portable toilet facilities,  
 14 provide an increase to the size of the bar with  
 15 attention paid to the flow of the patrons, both  
 16 purchasing from the bar as well as from the kitchen,  
 17 and the project budget was to be \$4 million  
 18 inclusive of hard and soft costs.  
 19 Between August 2023 and November of 2023,  
 20 our Director of Public Works resigned. Staff has  
 21 adjusted to fill those voids, which basically  
 22 resulted in the engineering department having two  
 23 and a half people. We prioritized the continuance  
 24 of management and oversight of the current projects  
 25 that were under construction, a value of

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1 approximately \$16 million, as well as continuing the  
 2 projects that were under design or bidding.  
 3 At this time, I will turn it over to Brie  
 4 Waters so she can take you from what occurred in  
 5 November '23 through the RFQ process.  
 6 MS. WATERS: Thank you, Board. Like Kate  
 7 said, I'd like to discuss the request for  
 8 qualification process, which was advertised on  
 9 November 16th, and we received four statements of  
 10 qualifications from four different design-build  
 11 firms on December 19th.  
 12 At that point, we put a selection  
 13 committee together, which was two trustees, two  
 14 members of the District's executive team, two  
 15 members of Public Works, and one member of the  
 16 Capital Investment Committee. The selection  
 17 committee then short-listed those four design-build  
 18 teams to three and ranked them in terms of  
 19 qualifications.  
 20 These three teams were asked to interview  
 21 and present to the selection committee on February  
 22 1st. In that second phase of the RFQ process, we  
 23 provided them all of the technical documents we had,  
 24 meaning all of the project background, board  
 25 meetings, board meeting minutes, original Beach

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1 House drawings, site plans, the drawings from BSA  
2 that were done in 2016, all of the cost estimates.  
3 We really wanted all the teams to have as much  
4 information as possible so they could understand  
5 where we'd gone, where we'd been, and where we were  
6 going so they could give the best interviews that  
7 they could.

8 The interviews were 60 minutes long,  
9 40-minute presentations, and 20 minutes of comments  
10 and questions from the selection committee.

11 The selection committee then ranked each  
12 of the teams based on key personnel projects  
13 experience, past performance, and project  
14 implementation. And, again, this was a  
15 qualification-based RPP.

16 The other option would have been to do a  
17 design-build competition, where we would have put an  
18 RFQ out, we would have short-listed the teams that  
19 presented, we would have given them four to  
20 six months to come up with some concept designs, and  
21 they would have been compensated for that, between  
22 20- and \$30,000 apiece to come back to us with  
23 concept designs that we would then rank them on.

24 We didn't go down that path, and we've  
25 chosen CORE Construction. And as the design-build

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1 team, the selection committee chose this team that's  
2 best for the project and the District.

3 **I'd also like to now speak about the 30**  
4 **percent schematic design process and why we're here**  
5 **tonight to award these contracts. Up on the board**  
6 **is this 30 percent schematic timeline. And so we're**  
7 **looking at deliverables that will be delivered as**  
8 **part of the process. And to explain to everybody**  
9 **what those are, the very first step in this process**  
10 **is to define owner's programs and the preliminary**  
11 **evaluation of the site and its constraints.**

12 **We do have a program outline by the Board,**  
13 **and given by board direction, which Kate stated**  
14 **earlier, it's an outline. Now we go and we come**  
15 **into the details: How big is the kitchen, how is**  
16 **the kitchen laid, how big is the bar, where's the**  
17 **building oriented?**

18 **All of these things, the design team goes**  
19 **into great detail with their professionals, their**  
20 **architects, their kitchen designers. I mean, it was**  
21 **stated by the kitchen designer in the interview, the**  
22 **first thing he's going to do is -- he asked where we**  
23 **came up with the alternate 1 footprint. Well, it**  
24 **was the old engineering team, and we're really not**  
25 **really sure. He says, "Well, in my gut, it's too**

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1 **big, and we really need to look at this and really**  
2 **streamline with food and beverage and get all the**  
3 **stakeholders' input," which is what the programming**  
4 **does.**

5 **That will be delivered on April 15. All**  
6 **the stakeholders involved, the Rec Department,**  
7 **Public Works, everyone involved in this project will**  
8 **have input on this deliverable, delivered on April**  
9 **15th, in written format for review, making sure that**  
10 **the District, the community, the needs and wants of**  
11 **the Board, everything, is in this memo.**

12 **The schematic design documents will be**  
13 **delivered on June 3rd, and these will include**  
14 **elevations, floor plans, illustrations. And from**  
15 **that, CORE is doing the preliminary pricing all the**  
16 **way through this, and then they will start their**  
17 **final pricing, taking us through the final**  
18 **construction of both projects. And the construction**  
19 **costs estimate and project schedule come in on June**  
20 **24th. The project schedule takes us from today**  
21 **through the end of construction, with all the**  
22 **milestones, everything we need to hit in order to**  
23 **get this project constructed on time.**

24 **To go back to the project milestones, the**  
25 **blue squares on this slide are the progress**

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1 meetings, and this is to allow everyone to see what  
2 is going to be happening in this collaborative  
3 process between the design-build team and the  
4 District, the shareholders, recreation, food and  
5 beverage, everyone involved. We do request and  
6 encourage board members attend these meetings. We  
7 know we can have two board members at any one of  
8 these meetings, and we encourage that. We want  
9 everyone's input.

10 So that April 15th, we have a budget  
11 number for the Beach House; we don't have a budget  
12 number for the access project, which is the  
13 recirculation, the addition of electric gates for  
14 vehicles and cars. That is what we asked the  
15 design-build team to give us on the 15th so we can  
16 start the budget process. That's a high-level  
17 budget number.

18 April 30th, we would like to have a public  
19 meeting for public input, where illustrations will  
20 be brought and discussed with the public.

21 On the 15th, or around the middle of May,  
22 we would like bring this to the CIC committee for  
23 their comments and input.

24 And, hopefully, by July 8th, this project  
25 will be fully vetted and we can bring it to the

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1 **Board for approval to move forward.**

2 CHAIR DENT: Any questions?

3 TRUSTEE TULLOCH: Now, you talked about

4 public input prior to April 15th and not the April

5 30th. This public input is not -- this is not

6 another opportunity for lots of scope creep, I'm

7 assuming this is still within the agreed budget; is

8 that correct?

9 MS. WATERS: That's correct. And this

10 actually brought forth by the design team. The

11 entire layout of the schedule was brought forth by

12 the design-build team.

13 TRUSTEE TULLOCH: When I heard you talking

14 about everyone having their input and things, again,

15 this is concept -- the concept, again, is within the

16 agreed budget. That was all the clarification I

17 wanted there.

18 TRUSTEE SCHMITZ: I reviewed the contracts

19 that were sent to us, and I'm just going from my

20 notes, but in Article 2, in the second paragraph, it

21 talks about design criteria documents. Do we have

22 those design criteria documents?

23 MS. WATERS: The second paragraph of

24 Article 2?

25 TRUSTEE SCHMITZ: Yeah. Article 2. And

58

1 it was not the one -- I don't think it's the one

2 that's in the packet. I believe it was the one that

3 was emailed out and sent as supplemental material.

4 And in both projects, the contract

5 template is exactly the same, and both of them talk

6 about design criteria documents that are supposed to

7 be delivered. And they talk about -- in paragraph

8 2.1, it talks about owner's existing test report. I

9 don't know what these documents are, and if they're

10 not relevant, we should get the contract language

11 corrected.

12 MS. WATERS: We can certainly do that.

13 The 30 percent schematic documents are

14 referring to the owner's programming, the project

15 schedule, the project estimate, and the schematic

16 design documents.

17 TRUSTEE SCHMITZ: Yeah. I saw the

18 definition of the owner's program, but the design

19 criteria documents, I was hoping they that were

20 going to be included.

21 I don't know whether this design criteria

22 is supposed to be just the attachment that is part

23 of the contract. It's just unclear to me what that

24 is. And then it talks about owner's existing test

25 report on both of these contracts, and I don't know

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1 what that is referring to as well.

2 And if we're going to talk later about the

3 ingress/egress, I would want to make sure that the

4 vendor has access to -- I can't recall the vendor's

5 name, but they did a traffic study report, probably

6 two summers ago, and I would assume that they would

7 be using that as input as well.

8 MS. WATERS: Correct. It is LSC, and the

9 design-build firms were all given that report to

10 base that project off of and the recommendations

11 within the report and all the information given in

12 that report.

13 TRUSTEE SCHMITZ: Okay. I think those two

14 sections just should have legal review it because

15 it's ambiguous to me as far as what it's referring

16 to in the contract.

17 MS. WATERS: I went through this

18 extensively with Silver State, through each section

19 with wording that he -- what Jeff reviewed, and put

20 in new wording and took out my wording and back and

21 forth. And then BBK also reviewed, and the

22 contractor.

23 Would you like to comment on it or bring

24 it back?

25 TRUSTEE SCHMITZ: Then my question is:

60

1 What is that existing test report?

2 MS. WATERS: I'm not seeing where you're

3 reading this. I'm sorry.

4 TRUSTEE SCHMITZ: It was in the document

5 that you emailed us. And we can talk about this

6 offline. But it was in the email that was provided

7 as supplemental contracts that had been reviewed and

8 --

9 MS. WATERS: Can you point to what

10 sections that's in?

11 TRUSTEE SCHMITZ: It's 2.1.

12 MR. RUDIN: 2.11, bottom of the second

13 page, midway through the paragraph. "The design

14 builder shall review the owner's existing test

15 reports, will not undertake any independent testing,

16 nor be required to furnish types of information

17 derived from such testing in its preliminary

18 evaluation."

19 Basically this is just indicating that

20 they're going to review all of the existing

21 documents IVGID has with respect to the subject site

22 and incorporate any documents we have, but they're

23 not going to go in and do any independent testing to

24 determine what the site conditions are.

25 MS. WATERS: Correct. And I discussed

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1 this with Jeff of Silver State, because we will need  
2 to be doing an updated geotech report, which would  
3 be on the District and not on the contractor.  
4           However, it is on the contractor to do  
5 this updated survey if they need one, and that is  
6 included. That is why we changed the language to  
7 say it exactly what you just said, and include,  
8 without limitation, the surveying services, and that  
9 we will provide them with any documentation we have  
10 of any further test results.  
11           TRUSTEE SCHMITZ: I don't know what  
12 testing you're doing.  
13           Then in Article 2, the second photograph,  
14 it talks about the design criteria documents. Where  
15 are those documents? And is that really referring  
16 to Attachment A? It's not clear what these things  
17 are referring to and there's nothing that defines  
18 them.  
19           MS. WATERS: Sergio, would you -- to me,  
20 and I'm not a lawyer because I was hoping Silver  
21 State, we developed this contract together from a  
22 template that the industry uses. To me, and from a  
23 lawyer standpoint, the 30 percent schematic  
24 documents, is everything listed under 2.2?  
25           MR. RUDIN: Yeah. I think she's referring

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1 clear is is that it isn't just about building a  
2 bigger bar, it's about how can we have a design that  
3 results in better service and a better environment  
4 for patrons at the beach so they're not just  
5 standing in line and that they're able to gather  
6 with their friends. I think that should be a little  
7 bit more clear.  
8           TRUSTEE TULLOCH: If I can give a little  
9 bit more background. I'm sure many in the community  
10 are kind of surprised that this proposal is coming  
11 forward and still no idea what this building is  
12 going to look like, what the footprint is going to  
13 be. I was equally surprised at that when I was  
14 brought into the selection committee. I did  
15 actually ask the Public Works' team to reach out to  
16 all of the bidders to give us some of the just like  
17 conceptual design thoughts of what it may look like,  
18 make sure we weren't ending up with basically a  
19 fast-food, concrete joint or something.  
20           Unfortunately, only one of the bidders  
21 actually came forward with that, with some of the  
22 thoughts, which I find disappointing. And,  
23 obviously, were' now under a very tight time scale,  
24 so we're going back for further design concepts, and  
25 kill us for another year.

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1 to -- the one sentence where design criteria  
2 documents are mentioned are on page 2, second  
3 paragraph of Article 2, before 2.1, and I think that  
4 this is all preparatory language before we actually  
5 go forth in the contract to define what is the  
6 preliminary design services in 2.1. And also --  
7 yeah, so that's 2.1 through 2.114.  
8           TRUSTEE SCHMITZ: Yeah. I don't know what  
9 it is talking about, and I don't like contracts that  
10 are referring to documents and reports that we don't  
11 have and aren't part of the scope of work, I guess.  
12           As it relates to Attachment A, when you  
13 start talking about what the Board was asking for, I  
14 don't think that increasing the size of the bar  
15 solves the problem that we're having. The problem  
16 we have is efficient service. And I wouldn't want  
17 to just go say we're going to increase the size of a  
18 bar because that's not necessarily solving a  
19 service-level problem. So I was proposing that,  
20 perhaps, we have a less-expensive method of having  
21 tables that are served where people can gather with  
22 their friends and sit at a table and have bar  
23 service.  
24           So I thought -- I think that that is  
25 something that we should have a little bit more

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1           I just wanted to clear that up for the  
2 community because several people have asked me,  
3 well, what are we actually getting here?  
4           The other issue, my previous comment where  
5 I was asking about budget process, because I did  
6 have some concerns with the -- while CORE did a good  
7 very presentation, I did have some concerns that  
8 their architecture team were starting to push for  
9 scope creep, even during orals. I understand CORE's  
10 in the audience, I'm sure they'll be on top of their  
11 architects.  
12           TRUSTEE NOBLE: With regards to Attachment  
13 A to the Incline Beach House project number 3 that  
14 Trustee Schmitz had referenced, I actually think  
15 that the increase to the size of bar with attention  
16 paid to the flow of the patrons, both purchasing  
17 from the bar as well as the kitchen, actually  
18 addresses the concerns with regards to how packed  
19 the current bar is. It's not just -- there needs to  
20 be more room, and I would leave it up to the  
21 designers to figure out how best to do that, whether  
22 that's through additional tables or additional bar  
23 space, but I wouldn't want to limit them to one  
24 option.  
25           And so I think the language that appears

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1 in number 3 right now is broad enough to give the  
 2 designer the leeway to come up with a solution.  
 3 CHAIR DENT: I will just --  
 4 TRUSTEE TULLOCH: Chair Dent, a follow-up.  
 5 CHAIR DENT: Go ahead.  
 6 TRUSTEE TULLOCH: We did stress with all  
 7 the respondents that the design should have  
 8 potential for future expansion, if it was found to  
 9 be necessary. That was stressed with all the  
 10 respondents.  
 11 CHAIR DENT: I agree with Trustee Noble  
 12 when it comes Attachment A and not limiting the,  
 13 say, size of the bar. I think the size of the bar  
 14 does provide seating there. You can look at the  
 15 outdoor bar that's down at the Hyatt, and there's  
 16 lots of seating there. You can sit there with your  
 17 friends, you can eat. But I do like the idea of  
 18 potentially having some fixed tables as well.  
 19 Excited to see what the designer comes  
 20 back with when it comes to this first.  
 21 Any further discussion on this item? I  
 22 will entertain a motion.  
 23 TRUSTEE NOBLE: I would move that we  
 24 approve the agreement for the 30% schematic design  
 25 for the Incline Beach House Project, 2023/24

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1 design criteria documents because, really, that's  
 2 going to mean any documents put forward by IVGID  
 3 relating to design objective.  
 4 We don't have them now. We may develop  
 5 them later. The contractor's going to be obligated  
 6 to look at them.  
 7 Additionally, 2.11 makes clear that a lot  
 8 of design objectives have yet still to be developed  
 9 for this project and are going to be developed as  
 10 part of that timeline process, so I'm relatively  
 11 comfortable with going with the agreement.  
 12 CHAIR DENT: Does that answer your  
 13 question?  
 14 TRUSTEE SCHMITZ: Yes, it does. Thank  
 15 you.  
 16 CHAIR DENT: All right. Any further  
 17 discussion by the Board?  
 18 Seeing none, I'll call for the question.  
 19 All those in favor, state aye.  
 20 TRUSTEE TULLOCH: Aye.  
 21 TRUSTEE NOBLE: Aye.  
 22 TRUSTEE SCHMITZ: Aye.  
 23 CHAIR DENT: Aye.  
 24 Opposed? Motion passes, 4/0. Thank you.  
 25 Moving on, how about a five minute break? We're

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1 capital improvement project; fund: community  
 2 services; division: Beaches; project #3973LI1302;  
 3 contractor: CORE West Inc. dba CORE Construction for  
 4 the amount of \$103,500.00; and, number 2, approve  
 5 the agreement for the 30% schematic design for the  
 6 beach access project, 2023/24, capital improvement  
 7 project; fund: community services; division:  
 8 beaches; project #3972BD2102; contractor: CORE West  
 9 Inc. dba CORE Construction for the amount of  
 10 \$18,000.00; and direct the Chair and Secretary to  
 11 sign and execute the agreements.  
 12 CHAIR DENT: Motion's been made. Is there  
 13 a second?  
 14 TRUSTEE TULLOCH: Yes, second.  
 15 CHAIR DENT: Motion's been made and  
 16 seconded. Any further discussion by the Board?  
 17 TRUSTEE SCHMITZ: I would ask, Sergio, if  
 18 the contract needs to be slightly reviewed and  
 19 modified in those sections in Article 2?  
 20 MR. RUDIN: So in terms of modification in  
 21 2.11, there's a mention of owner's programming,  
 22 that's a typographic error, and that should just be  
 23 "owner's program," but beyond that, I'm relatively  
 24 comfortable with the language that is currently in  
 25 the agreement, including the language discussing

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1 going to take a five-minute break.  
 2 (Recess from 7:31 p.m. to 7:38 p.m.)  
 3 CHAIR DENT: We're going to get started.  
 4 G 3. WRRF Storage Tank Project  
 5 CHAIR DENT: Review, discuss, and possibly  
 6 provide direction for staff to pursue execution of a  
 7 CMAR construction contract in the amount of  
 8 \$6,637,173.51, and a budget augmentation of \$800,000  
 9 for the storage tank project. Contractor is Granite  
 10 Construction. This can be found on pages 283  
 11 through 292 of your board packet.  
 12 MS. NELSON: To this point, we have  
 13 brought forward projects that are wants and needs of  
 14 the District, and I wanted to remind the District  
 15 this project does actually have a regulatory  
 16 requirement associated with it. The Wastewater  
 17 Resource Recovery Facility is permitted through the  
 18 Nevada Department of Environment Protection. NDEP  
 19 issues a discharge permit every five years with  
 20 parameters that IVGID must comply with.  
 21 In 2016, a special condition of the permit  
 22 was noted. This condition was that there was to be  
 23 no discharge of emergency flows into the storage  
 24 ponds that are unlined. NDEP issued an extension  
 25 and a new discharge permit with the same condition

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1 in 2023.

2 Staff continues to work with NDEP to

3 update them on the project. They have approved the

4 project documents for construction and are

5 anticipating that we move this project forward.

6 At this time, I'd like to turn it over to

7 Hudson so he can go over the GMP project.

8 MR. KLEIN: A small presentation here. A

9 few of these slides are included in your packet,

10 however, there's just a few more for color

11 commentary and a bit of summary at the end here.

12 For anyone unfamiliar with the site, that

13 is just a quick aerial photo of the wastewater

14 recovery there, the WRRF, for short. C pond 1 on

15 the bottom of the photo and pond 2 is the top.

16 Much like the regulatory requirements that

17 Kate just addressed, the design and project

18 development of what is now proposed as a concrete

19 storage tank goes back a number of years to the

20 start of 2021, and this project was developed hand

21 in hand with the effluent pipeline project. The

22 original concept for the share between the project,

23 you can say, was in pond 2, a proper lining to meet

24 the regulatory discharge permit requirements could

25 be upsized enough to contain a week's worth of

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1 effluent in order to allow the contractor doing the

2 effluent pipeline line to replace the existing line

3 in the same trench, so as to get some construction

4 efficiencies there to avoid rocks and potential

5 undergrounds unknowns.

6 However, that -- and that carried forward

7 from starting in July. And from about September,

8 once the grading sort of profiles and everything for

9 the pond were known, the Division of Dam Safety

10 within Nevada Division of Water Resources was

11 contacted. The initial contacts were promising in

12 that we could proceed so long as there was minimal

13 change to the dam, and that's what the original

14 design was, it was some fill on the backside in

15 which to key that liner into. However, that project

16 representative within dam safety left the

17 department, and when we were given a new sort of

18 agent, a few months had passed and they said you

19 were going to need to do a dam approval, which would

20 basically mean bringing the current dam, built in

21 1960, up to present-day standards. That was seen as

22 both a time loss and a prohibitive cost with regard

23 to spending a substantial portion to upsize whatever

24 was necessary, the existing dam face.

25 From there -- that was about December 21.

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1 From early '22 through about May of '22, it was

2 decided that we would investigate some alternatives,

3 and starting from about February '22 on, it was

4 determined that would be three alternative designs

5 to a 30 percent schematic for both cost estimation

6 purposes to bring forward to both staff and the

7 Board with regard to a selection going on forward.

8 At that time, we were looking at options

9 that included a liner in pond 1, shown down there

10 before. Here it just shows the tentative design for

11 that. You can see in the bottom of the display here

12 some of the improvements that might have been

13 needed. That was determined prohibitive because the

14 cost would have been 25 percent of the project

15 costs, well above the tank options. Sort of made

16 that a moot point.

17 The other two options were a welded steel

18 tank and a reinforced concrete tank at the volume of

19 two million gallons, which meets the operational

20 needs of the treatment plant.

21 Following those at that 30 percent design

22 stage, Jacobs, in collaboration with the CMAR

23 Granite Construction and industry providers, they

24 came up with a cost that was reflected in your board

25 packet there. I believe that summary comes on page

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1 285.

2 And so it was, for operational reasons,

3 decided we would go with the concrete tank. Some of

4 the advantages, in addition to a cost, it was about

5 a million dollars less, were it creates some

6 opportunity for additional land on the treatment

7 plant for potential future improvements, there's no

8 open water risk that came along with, say, a lined

9 pond, and more importantly, there's minimal

10 maintenance, long-term maintenance for the concrete

11 tank versus a steel tank.

12 So in June, '22, we presented that to the

13 Board. The recommendation was accepted and we've

14 moved forward. Final design was completed in '23,

15 July of 2023, and at that time Jacobs was put on

16 hold. The reason Granite wasn't able to provide a

17 100 percent cost estimate at that time was primarily

18 having to prioritize the development, the

19 construction of GMP1 of the pipeline and the

20 contract for GMP2. Further to that, there was

21 funding requirements that we'll speak about just a

22 bit in a moment, we're pursuing the Army Corps

23 funds. One of the requirements of that process is

24 an environmental review assessment. That took until

25 December of 2023, and we were prohibited from any

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1 bidding of the project until that project had closed  
2 at the risk of forfeiting any potential funds.  
3 In December of last year, the bid package  
4 was prepared once that requirement was met. A  
5 finding of no significant was issued. And at that  
6 time, early January, Granite did provide their 100  
7 percent OPCC based on that July design and the  
8 numbers that -- their self-perform numbers, they  
9 were able to modify, still understanding that both  
10 the tanks, some of the electrical, and some of the  
11 environment work was to be bid, had not occurred.  
12 We used the plug numbers from before with some  
13 escalation allowances. That number, for your  
14 reference here, was the \$7.1 million total  
15 construction phase. I do want caution anybody, that  
16 7.1 does represent the construction phase portion of  
17 it, not the entire project development.  
18 So that was in January. And then they did  
19 complete their bid process per Nevada statutes and  
20 CMAR requirements. We received those bids at the  
21 end of January, '24, and that was a hard day because  
22 when those bids came in, we did see the increases of  
23 \$800,000 on the tank, as per the previous estimates,  
24 and about a \$200,000 movement on the electrical  
25 costs subbed to Granite.

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1 meaningfully capture that miss.  
2 And so we had those increases. What I'm  
3 trying to show on this is there was other decreases  
4 in the project, both internal costs and within some  
5 of the self-performed from Granite as well. They've  
6 also agreed, in following with the effluent pipeline  
7 project, to reduce their fee from a 14 percent  
8 multiplier to a 10 percent multiplier, and that did  
9 result in about a 200-plus-k reduction in their  
10 fees.  
11 And so last -- we've had about a \$400,000  
12 construction cost estimate. The overall price  
13 estimate for the project, as shown on your packet,  
14 page 287, is about 8.1 million, and that includes  
15 costs starting from July 1 to now.  
16 With that, I will turn it back over to  
17 Kate to quickly highlight some of the funding  
18 implications of any delay should we opt to go --  
19 should the Board instruct us to abandon the CMAR  
20 route and publicly bid this, because we are likely  
21 to lose a year's construction season in that case.  
22 If we are able to approve the CMAR contract, they  
23 are ready, their subs are ready, the schedule is  
24 there to support a one-year construction starting  
25 May of this year.

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1 What I'll say about that, from some of the  
2 public comments as well, the tank movement is a very  
3 tough pill to swallow, however, there was limited  
4 opportunity for either Granite or Jacobs,  
5 particularly as the designer, to, say, accurately  
6 price that. It had to come from a contractor.  
7 Those tank designs are proprietary. The design of  
8 that tank is not part of the design we had  
9 currently. They're always subbed out, and those  
10 designs, whether welded steel or concrete, they have  
11 to meet certain building codes, but the design of  
12 that tank is up to the concrete -- well, to the tank  
13 manufacturer, whether steel or concrete.  
14 So the number they gave us that turned out  
15 to be wrong, that they had admitted, "they" being  
16 the contractor -- or the concrete tank manufacturer,  
17 they admitted it was wrong. We should have had that  
18 number from the beginning. They hadn't done a tank  
19 up at the seismic elevations in ten years, and in  
20 that time, the regulations changed that triggered  
21 that increased structural seismic requirements that  
22 manifested in more concrete, more steel, more  
23 reinforcement to stabilize that tank against  
24 sloshing movements within. So there was no  
25 opportunity for either Jacobs or Granite to

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1 I'll turn it back over to Kate for some  
2 explanation of the funding.  
3 MS. NELSON: The 30 percent estimated  
4 construction and soft costs were used as the basis  
5 for developing the budget as well as the Army Corps  
6 Project Partnership Agreement that was finally  
7 executed in May of 2023.  
8 The Section 595 funds through the Army  
9 Corps resulted in a \$7.6 million project, with a  
10 75/25 percent split. So the federal portion is 5.7  
11 million, and the District's portion is 1.9 million.  
12 It is a requirement of the District, the NRS, as  
13 well as the Army Corps to have all of the money  
14 available to award the project.  
15 These figures represented tonight do not  
16 include any amount of reimbursement back to the  
17 project from the Army Corps. We have one  
18 reimbursement request in, and they are reviewing it  
19 at this time. The total overall outlay for the  
20 District will be approximately \$2.4 million.  
21 Today, I actually had a project delivery  
22 team meeting. We have those anywhere from twice a  
23 month to once a month with the Army Corps. I felt  
24 it necessary to ask our project manager if our  
25 funding is in jeopardy if we opt to jump from the

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1 CMAR process and go out to bid. She provided me  
 2 this email at 3:42 this afternoon. I'm just going  
 3 to hit some highlights:  
 4 "The Army Corps funds projects  
 5 incrementally and expects the funding to be spent  
 6 within that fiscal year. The Army Corps  
 7 headquarters just this month asked all PMs to  
 8 recommend projects reducing funding if a non-federal  
 9 sponsor is not able to start using the funding in  
 10 the FY '24 timeframe. If IVGID's project start were  
 11 to be delayed until 2025, the current funding is not  
 12 in jeopardy; however, I make you aware that the Army  
 13 Corps would be reluctant to fund the proposed  
 14 increment 3, which is \$18 million, for the pipeline  
 15 project.  
 16 "I just emphasize that the IVGID project  
 17 and lack of spending the already-awarded funds has  
 18 been a topic of discussion at headquarters, and has  
 19 moved the IVGID project lower on the list for  
 20 receiving future funding.  
 21 "Please make sure your management is aware  
 22 that the Section 595 programs is one of the best  
 23 opportunities for small communities to have  
 24 assistance from the Federal Government. All efforts  
 25 should be made to complete the committed work that

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1 TRUSTEE TULLOCH: Yeah, I think all this  
 2 just highlights -- I won't spend long on my soapbox,  
 3 but it really highlights that this whole CMAR  
 4 contract, there's no sharing of risk here. We're  
 5 basically on hook for all of it.  
 6 It's far from satisfactory. I don't see  
 7 any rationale for the additional, the share of risk  
 8 savings that we need on the pipeline, which is a  
 9 more complex project. I think there's a lot of  
 10 areas here where costs have gone up. Some from the  
 11 manufacturer, others there. I know you guys have  
 12 done your best in trying to get it, but I do believe  
 13 we don't seem to be served that well by Granite  
 14 here. I certainly don't want to delay this.  
 15 Just a thought: Can we recover any of the  
 16 750k we spent on lining the pond already?  
 17 MS. NELSON: Unfortunately, I have asked,  
 18 and the answer is no.  
 19 TRUSTEE SCHMITZ: Thank you, Ms. Nelson,  
 20 for being proactive and asking that question of Army  
 21 Corps because I think the answer is very instructive  
 22 for us, as a board.  
 23 I, too, just would say I really don't see  
 24 the value in this CMAR process because in the  
 25 report, we've had already one guaranteed maximum

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1 was agreed to in the scope of work schedule as part  
 2 of the PPA.  
 3 "I know it seems like \$1 million increase  
 4 in cost is a lot, but it's only 13 percent. My  
 5 other projects that I work on have also seen an  
 6 increase in cost due to inflation, and their costs  
 7 are exceeding 25 to 40 percent from 2022 to 2024."  
 8 I just felt it necessary to make the Board  
 9 aware of that. We currently have increment 2, which  
 10 is associated with the pipeline project, under  
 11 review at headquarters, and that would be \$4.3  
 12 million that be associated with the pipeline  
 13 project. That approval of the scope of work  
 14 pipeline project opens the door for the funding, and  
 15 that request that we are making is \$18 million.  
 16 So those funds are planned to offset the  
 17 SRF loan, and ultimately be better for the  
 18 ratepayers.  
 19 At this time, are there any questions?  
 20 CHAIR DENT: Any questions?  
 21 TRUSTEE NOBLE: Just a comment that I'd  
 22 like to thank the Army Corps for working with IVGID,  
 23 and staff in particular, in coming forward with the  
 24 funds to help support these projects and this  
 25 project in particular.

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1 price at 6.64, and now we have another guaranteed  
 2 maximum price. The whole process was to have  
 3 risk-sharing and mitigate risk, and I don't see how  
 4 this process has helped the District. I think it's  
 5 costing the District more.  
 6 But I understand where we are, and we need  
 7 to move forward with this project. I appreciate the  
 8 amount of thought and effort that went into  
 9 considering various options.  
 10 CHAIR DENT: I'm not going to comment on  
 11 the CMAR process. I've done that enough in the  
 12 past.  
 13 I will entertain a motion.  
 14 TRUSTEE NOBLE: I move to direct staff to  
 15 pursue execution of a CMAR Construction Agreement  
 16 with Granite Construction for the WRRF Storage Tank  
 17 Project with a guaranteed maximum price in the  
 18 amount of \$6,636,173.51, inclusive of  
 19 owner-controlled project risk register in the amount  
 20 of \$407,270.00, and prepare a budget augmentation in  
 21 the amount of \$800,000 to support the award of the  
 22 CMAR construction contract, a contract with Jacobs  
 23 for engineering services during construction, and  
 24 staff time for project management and operational  
 25 assistance, and inspection and testing as required

81

1 during construction.

2 CHAIR DENT: Motion's been made. Is there

3 a second?

4 TRUSTEE TULLOCH: Can I make an amendment?

5 CHAIR DENT: Okay.

6 TRUSTEE TULLOCH: I would like to amend

7 that the CMAR fee is capped at 10 percent, there's

8 not a sharing of the risk register savings, as we

9 agreed on the pipeline, I think we've taken more

10 than our share of the risk already.

11 CHAIR DENT: On page 286, the CMAR fee is

12 10 percent. Trustee Noble pointed that out.

13 TRUSTEE TULLOCH: Okay. Have we deleted

14 the risk-sharing that was in it previously?

15 MS. NELSON: We will do that as part of

16 the contract, and we have verbal confirmation from

17 Granite that they agree to those terms.

18 TRUSTEE TULLOCH: Thank you.

19 TRUSTEE NOBLE: I would amend my motions

20 accordingly.

21 CHAIR DENT: Motion's been amended. Is

22 there a second?

23 TRUSTEE TULLOCH: I'll second.

24 CHAIR DENT: Motion's been made, motion

25 seconded. Any discussion by the Board?

82

1 Seeing none, I'll call for question. All

2 those favor, state aye.

3 TRUSTEE TULLOCH: Aye.

4 TRUSTEE NOBLE: Aye.

5 TRUSTEE SCHMITZ: Aye.

6 CHAIR DENT: Aye.

7 Motion passes, 4/0. That will close out

8 item G 3.

9 H. REDACTIONS FOR PENDING PUBLIC RECORDS REQUESTS

10 CHAIR DENT: We don't have any redactions

11 for public records requests.

12 I. LONG RANGE CALENDAR

13 CHAIR DENT: General Manager Bandelin.

14 Can be found on page 293 through 297 of your board

15 packet.

16 MR. BANDELIN: Is there any additions to

17 the March 6th meeting that the Board would like to

18 discuss to put on the long range calendar?

19 CHAIR DENT: Anyone?

20 Don't see any. No changes for March 6th.

21 MR. BANDELIN: Is there any additions that

22 the Board would like to see added to the March 13th

23 calendar?

24 CHAIR DENT: Anyone for March 13th?

25 Doesn't appear to be so. Let's move on to

83

1 the next meeting. Any questions for the General

2 Manager?

3 TRUSTEE SCHMITZ: I'll work with the

4 General Manager to make sure that our long range

5 calendar is updated according to the Incline Beach

6 House delivery dates. Based on what was presented,

7 we'll have a special meeting scheduled on April 30th

8 to provide the public input.

9 Those will be added to the long range

10 calendar.

11 CHAIR DENT: Okay. Anything else?

12 That will close out item I.

13 J. BOARD OF TRUSTEES UPDATE

14 CHAIR DENT: Any updates?

15 None from the room. No updates for Board

16 of Trustees updates. We're going to close out that

17 item.

18 K. FINAL PUBLIC COMMENTS

19 CHAIR DENT: One person left in the room.

20 They don't want to comment. Can we go to Zoom?

21 MS. KNAAK: Pass. Thank you.

22 CHAIR DENT: No public comments, so item

23 K, public comment is closed.

24

25

84

1 L. ADJOURNMENT

2 CHAIR DENT: I want to thank staff, Public

3 Works for all the items tonight, and I think we are

4 adjourned at 8:02 p.m.

5 (Meeting adjourned at 8:02 p.m.)

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1 STATE OF NEVADA )  
2 COUNTY OF WASHOE ) ss.

3

4 I, BRANDI ANN VIANNEY SMITH, do hereby  
5 certify:

6 That I was present on February 28, 2024,  
7 at the Board of Trustees meeting, via Zoom, and took  
8 stenotype notes of the proceedings entitled herein,  
9 and thereafter transcribed the same into typewriting  
10 as herein appears.

11 That the foregoing transcript is a full,  
12 true, and correct transcription of my stenotype  
13 notes of said proceedings consisting of pages 85,  
14 inclusive.

15 DATED: At Reno, Nevada, this day of 6th  
16 day of March, 2024.

17

18 /s/ Brandi Ann Vianney Smith

19

20 BRANDI ANN VIANNEY SMITH

21

22

23

24

25

# INVOICE

**BAVS SM-LLC**  
brandiavsmith@gmail.com  
United States

**BILL TO**  
**Incline Village General Improvement  
District**  
Susan Herron / Heidi White

775-832-1218  
AP@ivgid.org

**Invoice Number:** IVGID 25

**Invoice Date:** March 6, 2024

**Payment Due:** March 28, 2024

**Amount Due (USD): \$860.00**

Items	Quantity	Price	Amount
<b>Base fee</b> February 28, 2024 BOT meeting	1	\$350.00	\$350.00
<b>Per page fee</b> February 28, 2024 BOT meeting	85	\$6.00	\$510.00

**Subtotal:** \$860.00

**Total:** \$860.00

**Amount Due (USD): \$860.00**

## **Tennis Center Court Reconstruction**

### **I. History**

- A. The Tennis Center is a valued part of the District's Capital Infrastructure
- B. In 2016, Lloyd Engineering completed the Facility Assessment and Master Plan for the Tennis Center
  - 1. Constructed in 1979
  - 2. In 2016 Courts 1 -7 were 35-years old
  - 3. Now, in 2024, the courts are 43-years old
- C. In the Master Plan, an Existing Conditions Assessment was done and Recommendation were made
  - 1. Existing Conditions:
    - i. Courts are asphalt with an acrylic court surfacing.
    - ii. The site drainage system is lacking – only infiltration/percolation
    - iii. Repair and resurfacing need to continue
  - 2. Recommendations
    - i. Drainage and BMPs need to be upgraded per TRPA standards
    - ii. Courts 1-7 will need to be reconstructed in 5-7 years (2021-2023)

### **II. Current Assessment**

- A. In August 2023, Engineering Staff contracted with Black Eagle Consulting, the leading local asphalt and geotech expert, to core the asphalt and subgrade in order to assess the existing conditions.
- B. Report Findings
  - 1. Cores were taking throughout Courts 1-7
  - 2. Full depth cracking
  - 3. Differential movement
  - 4. Low areas with ponding
  - 5. Tree root intrusion
- C. The report has verified that the courts are failing and need to be replaced as was stated in the 2016 Master Plan.
- D. The project area is NOT BMP certified by TRPA. We have been given 3-5 years to complete this, including the Rec and Tennis parking lots. This includes treatment for all impervious areas, including the courts and the parking lots.

III. Moving Forward

- A. Budgeting with real numbers obtained from 2023 Court Reconstruction Projects within the basin.
- B. Must design, construct and certify all BMPs within the project area with TRPA in the next 3-5 years.

**RE: Geotechnical Investigation  
Tennis Center Court Surface Improvements  
Incline Village, Nevada**

Dear Ms. Waters:

Black Eagle Consulting, Inc. (BEC) is pleased to present our evaluation of subgrade soils and surfacing replacement recommendations for the proposed tennis courts rehabilitation project at the Incline Village Tennis and Pickleball Center (IVTPC) in Incline Village, Nevada. The findings and conclusions in this report are in regards to the existing tennis court structural sections and the subgrade soil conditions encountered during our subsurface exploration.

The area covered by this report is shown on Plate 1 (Plot Plan) and includes Courts 3 through 7. Our investigation included field exploration, laboratory testing, and engineering analysis to determine the physical and mechanical properties of the various on-site materials. Results of our field exploration and testing programs are included in this report and form the basis for all conclusions and recommendations.

### **Project Description and Site Conditions**

The project will involve the removal and replacement of the asphalt pavement and playing surface of Courts 3 through 7 at the IVTPC. The courts were constructed nearly 50 years ago and the pavement has begun to deteriorate, with full-depth cracking visible in most of these courts. Players are reporting “dead” spots on the playing surface, indicating the need for rehabilitation.

The project site is located near the center of the IVTPC. Courts 3 and 4 are immediately adjacent to and west of the Pro Shop and Sun Deck area. Courts 5, 6 and 7 are located due north of Courts 3 and 4. The IVTPC is located immediately west of the Incline Village Recreation Center, northeast of Incline Way, and southwest of Tahoe Boulevard.

The pavement of these courts exhibits full-depth cracks and some areas of differential movement. Localized low areas show signs of sediment from ponded water. The ground surface slopes away from the courts in adjacent areas. Several mature trees are present in close proximity to the courts, and their roots have extended into the subgrade soils, heaving the pavement in areas.

### **Field Exploration**

The asphalt concrete paved areas in Courts 3 through 7 were explored on September 21, 2023, by advancing 4 pavement core holes combined with hand excavation advancement to expose the subsurface soils. The locations of the exploration are shown on Plate 1. Core holes were advanced through the existing asphalt concrete surfacing using an 8-inch-diameter core barrel. A digging bar and



hand scoop were then used to extend the core holes through the aggregate base material and subgrade soils. The maximum depth of exploration was 2 feet below the existing pavement surface.

A geotechnical engineer examined and classified all soils in the field in accordance with American Society for Testing and Materials (ASTM) D2488. During hand excavation, representative bulk samples were placed in sealed plastic bags and returned to our Reno, Nevada, laboratory for analysis. Additional soil classification was subsequently performed in accordance with ASTM D2487 (Unified Soil Classification System [USCS]) upon completion of laboratory testing, as described in the **Laboratory Testing** section. Logs of the pavement core holes are presented as Plate 2 (Boring Logs), and a USCS chart has been included as Plate 3 (USCS Soil Classification Chart).

### **Laboratory Testing**

All soils testing performed in the BEC soils laboratory is conducted in general accordance with the standards and methodologies described in Volumes 4.08 and 4.09 of the ASTM Standards. Samples of each significant soil type were analyzed to determine the in-situ moisture content (ASTM D2216), grain size distribution (ASTM D6913), and plasticity index (ASTM D4318). The results of these tests are shown on Plate 4 (Index Test Results). Test results were used to classify the soils according to ASTM D2487 and to verify field logs, which were then updated as appropriate, as well as in developing appropriate pavement and geotechnical recommendations for the project.

### **General Soil Conditions**

The site is overlain by an approximately 4.0- to 6.25-inch-thick layer of asphalt concrete pavement which includes an overlay ranging from 2.25 to 3.25 inches in thickness. The asphalt is underlain by an approximately 5- to 6-inch-thick layer of aggregate base. The aggregate base is then underlain by silty sand with gravel to the maximum explored depth of 2.0 feet.

The aggregate base is described as a silty sand with gravel which is light brown, slightly moist, dense, and contains approximately 25 percent non-plastic fines, 55 percent fine to coarse sand, and 20 percent subangular gravel up to 1.5 inches in diameter. The silty sand with gravel is described as brown, slightly moist, very dense, and as containing 15 to 20 percent non-plastic fines, 50 to 65 percent fine to coarse sand, and 15 to 31 percent subangular gravel up to 2 inches in diameter.

### **Discussion and Recommendations**

The subgrade materials associated with the tennis courts are granular sand and gravel soils which will provide adequate subgrade support when properly prepared. The following are geotechnical recommendations with respect to site and subgrade soil preparation for the project:

1. The tennis courts need to be completely reconstructed. The existing asphalt concrete and underlying aggregate base should be removed as part of this reconstruction. Aggregate base may be reused as part of the structural section or left in place if it is sufficient for the



structural section (which is to be designed by others). If the intent is to reconstruct the tennis courts with the same asphalt concrete thickness, the existing asphalt can be removed and a new asphalt concrete pavement can be placed on the existing aggregate. For this, the aggregate base should be moisture conditioned and densified to at least 95 percent relative compaction as determined per ASTM D1557. Where exposed, the subgrade soils shall be moisture conditioned to near optimum moisture content and densified to at least 90 percent relative compaction (ASTM D1557). The existing asphalt pavement can be pulverized and recycled for asphalt production.

2. If construction takes place during winter or spring snowmelt runoff, localized site soils will be well over optimum moisture content and difficult to compact to the specified levels. In some situations, moisture-conditioning may be possible by scarifying the top 12 inches of subgrade and allowing it to air-dry to near optimum moisture prior to compaction. Where this procedure is ineffective or where construction schedules preclude delays, mechanical stabilization will be necessary. Mechanical stabilization may be achieved by over-excavating the unstable soils through 12 to 18 inches depth and backfilling the over-excavation with a geotextile/gravel system. The lightly compacted, over-excavated grade shall be covered with a geotextile, such as Mirafi® 160N or an approved equal, followed by aggregate base (*Standard Specifications for Public Works Construction [SSPWC]*, 2016), Class C or D drain rock (*SSPWC*, 2016), or approved pit-run gravels. The stabilizing gravel should be densified until a firm and unyielding grade is achieved. Depending on the severity of the unstable conditions, additional depth of over-excavation may be necessary. We recommend mechanical stabilization be performed on a test section to evaluate its effectiveness in providing a stable grade.
3. The maximum particle size in trench backfill should be 4 inches. Bedding and initial backfill 12 inches over the pipe will require import of Class A bedding sand (*SSPWC*, 2016) and should conform to the requirements of the utility having jurisdiction. Bedding and initial backfill should be densified to at least 90 percent relative compaction.
4. All structural fill shall be moisture conditioned to near optimum moisture content, spread in maximum 8-inch-thick loose lifts, and densified to 90 percent relative compaction. Excavated existing aggregate base and native soils will be suitable to use as structural fill. If imported structural fill is necessary, we recommend it satisfy the Structural Fill specifications of the *SSPWC* (2016). Other granular, non-expansive materials may also be used for imported structural fill with the geotechnical engineer's approval.
5. If planned as part of the rehabilitation project, all exterior concrete curbs, concrete slabs, and asphalt pavements shall be directly underlain by a minimum of 6 inches of Type 2, Class B aggregate base (*SSPWC*, 2016). Aggregate base courses shall be densified to at least 95 percent relative compaction (ASTM D1557).



6. While we recommend a minimum asphalt concrete thickness of 3 inches underlain by a minimum of 6 inches of Type 2, Class B aggregate base (SSPWC, 2016), it is assumed the structural section design for the tennis courts reconstruction will be provided by a specialty court construction contractor. Athletic court construction requires special considerations beyond a typical pavement design. A specialty asphalt mix design for smooth surfaces will be required.
7. Ponding of water on or near asphalt concrete pavements associated with the tennis courts should be avoided via proper grading. The paving surface shall be smooth, with no depressions.
8. All placement and curing of concrete should be performed in accordance with procedures outlined by the American Concrete Institute (2019) and this report. Concrete should not be placed on frozen in-place soils.
9. Specialty court surface coatings shall be installed in accordance with the manufacturer's recommendations.

## Closing

1. The recommendations presented in this report are based on the assumption that sufficient field testing and construction review will be provided during all phases of construction. We should review the final plans and specifications for conformance with the intent of our recommendations. Prior to construction, a pre-job conference should be scheduled to include, but not be limited to, the owner, design engineer, general contractor, building official, and geotechnical engineer. The conference will allow parties to review the project plans, specifications, and recommendations presented in this report and discuss applicable material quality and mix design requirements. All quality control reports should be submitted to and reviewed by the geotechnical engineer.
2. During construction, we should have the opportunity to provide sufficient on-site observation of site preparation, grading, and paving. These observations would allow us to verify that the geotechnical conditions are as anticipated and that the contractor's work is in conformance with the approved plans and specifications.
3. This report has been prepared with generally accepted geotechnical practices. The analyses and recommendations submitted are based upon field exploration performed at the locations described in this report. This report does not reflect soils or groundwater variations that may become evident during the construction period, at which time re-evaluation of the recommendations may be necessary. We recommend our firm be retained to perform construction observation in all phases of the project related to geotechnical factors to ensure compliance with our recommendations.



We appreciate being of service to you on this project. If you have any questions or require any additional information, please do not hesitate to contact us.

Sincerely,

**Black Eagle Consulting, Inc.**



Scott Kelly, P.E.  
Geotechnical Division Manager

SK:cjr

Enclosures: Plate 1 - Plot Plan  
Plate 2 - Boring Logs  
Plate 3 - USCS Soil Classification Chart  
Plate 4 - Index Test Results

Copies to: Addressee (PDF via email)

## References

American Concrete Institute, 2019, *ACI Manual of Concrete Practice: Parts 1 through 5*.

American Society for Testing and Materials (ASTM), 2018, *Soil and Rock; Dimension Stone; Geosynthetics*, Volumes 4.08 and 4.09.

*Standard Specifications for Public Works Construction (SSPWC)*, 2016 (Washoe County, Sparks-Reno, Carson City, Yerington, Nevada).



# PLATES



Google Earth  
Image © 2023 Airbus



NORTH  
Overall Scale: 1" = ~ 100'

LEGEND

B-01 APPROXIMATE BORING LOCATION

Base map provided by Google Earth.

VICINITY MAP



NOT TO SCALE



INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT  
**PLOT PLAN**  
TENNIS CENTER COURT SURFACE IMPROVEMENTS  
INCLINE VILLAGE, NEVADA

Black Eagle Consulting, Inc.  
Project No. 2017-06-1

Plate 1

# BORING LOG

BORING NO.: B-01

DATE: 09/21/23

TYPE OF BORING: CORE/HAND

DEPTH TO GROUND WATER (ft): NE

LOGGED BY: SK

GROUND ELEVATION (ft): 6320

SAMPLE NO.	SAMPLE TYPE	BLOWS/12"	MOISTURE (%)	PLASTICITY INDEX	DEPTH (ft)	USCS SYMBOL	LITHOLOGY	DESCRIPTION
								<b>Asphalt</b>
						SM		<b>Aggregate Base (Fill)</b> Brown, slightly moist, dense, with an estimated 25 percent non-plastic fines, 55 percent fine to coarse sand, and 20 percent subangular gravel up to 1.5 inches in diameter.
A	GRAB		9.6	NP		SM		<b>Silty Sand with Gravel (Fill)</b> Brown, slightly moist, very dense, with 18 percent non-plastic fines, 53 percent fine to coarse sand, and 29 percent subangular gravel up to 2 inches in diameter.
					5			

BORING\_LOG\_2017061.GPJ BLKEAGLE.GDT 10/20/23



Black Eagle Consulting, Inc.  
 1345 Capital Blvd., Suite A  
 Reno, Nevada 89502-7140  
 Telephone: (775) 359-6600

Incline Village G.I.D.  
 Tennis Center Court Surface Improvements  
 Incline Village, Nevada

PROJECT NO.:	2017-06-1
PLATE:	2
SHEET	1 OF 1

# BORING LOG

BORING NO.: B-02

DATE: 09/21/23

TYPE OF BORING: CORE/HAND

DEPTH TO GROUND WATER (ft): NE

LOGGED BY: SK

GROUND ELEVATION (ft): 6320

SAMPLE NO.	SAMPLE TYPE	BLOWS/12"	MOISTURE (%)	PLASTICITY INDEX	DEPTH (ft)	USCS SYMBOL	LITHOLOGY	DESCRIPTION
								<b>Asphalt</b>
						SM		<b>Aggregate Base (Fill)</b> Brown, slightly moist, dense, with an estimated 25 percent non-plastic fines, 55 percent fine to coarse sand, and 20 percent subangular gravel up to 1.5 inches in diameter.
A	GRAB		7.9	NP		SM		<b>Silty Sand with Gravel (Fill)</b> Brown, slightly moist, very dense, with 20 percent non-plastic fines, 64 percent fine to coarse sand, and 16 percent subangular gravel up to 2 inches in diameter.
					5			

BORING\_LOG\_2017061.GPJ BLKEAGLE.GDT 10/20/23



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Incline Village G.I.D.  
 Tennis Center Court Surface Improvements  
 Incline Village, Nevada

PROJECT NO.:	2017-06-1
PLATE:	2
SHEET	1 OF 1

# BORING LOG

BORING NO.: B-03

DATE: 09/21/23

TYPE OF BORING: CORE/HAND

DEPTH TO GROUND WATER (ft): NE

LOGGED BY: SK

GROUND ELEVATION (ft): 6320

SAMPLE NO.	SAMPLE TYPE	BLOWS/12"	MOISTURE (%)	PLASTICITY INDEX	DEPTH (ft)	USCS SYMBOL	LITHOLOGY	DESCRIPTION
								<b>Asphalt</b>
						SM		<b>Aggregate Base (Fill)</b> Brown, slightly moist, dense, with an estimated 25 percent non-plastic fines, 55 percent fine to coarse sand, and 20 percent subangular gravel up to 1.5 inches in diameter.
A	GRAB					SM		<b>Silty Sand with Gravel (Fill)</b> Brown, slightly moist, very dense, with an estimated 20 percent non-plastic fines, 55 percent fine to coarse sand, and 25 percent subangular gravel up to 2 inches in diameter.
					5			

BORING\_LOG\_2017061.GPJ\_BLKEAGLE.GDT 10/20/23



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Incline Village G.I.D.  
 Tennis Center Court Surface Improvements  
 Incline Village, Nevada

PROJECT NO.:	2017-06-1
PLATE:	2
SHEET	1 OF 1

# BORING LOG

BORING NO.: B-04

DATE: 09/21/23

TYPE OF BORING: CORE/HAND

DEPTH TO GROUND WATER (ft): NE

LOGGED BY: SK

GROUND ELEVATION (ft): 6312

SAMPLE NO.	SAMPLE TYPE	BLOWS/12"	MOISTURE (%)	PLASTICITY INDEX	DEPTH (ft)	USCS SYMBOL	LITHOLOGY	DESCRIPTION
								<b>Asphalt</b>
						SM		<b>Aggregate Base (Fill)</b> Brown, slightly moist, dense, with an estimated 25 percent non-plastic fines, 55 percent fine to coarse sand, and 20 percent subangular gravel up to 1.5 inches in diameter.
A	GRAB		3.5	NP		SM		<b>Silty Sand with Gravel (Fill)</b> Brown, slightly moist, very dense, with 17 percent non-plastic fines, 52 percent fine to coarse sand, and 31 percent subangular gravel up to 2 inches in diameter.
					5			

BORING LOG 2017061.GPJ BLKEAGLE.GDT 10/20/23



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Incline Village G.I.D.  
 Tennis Center Court Surface Improvements  
 Incline Village, Nevada

PROJECT NO.:  
 2017-06-1

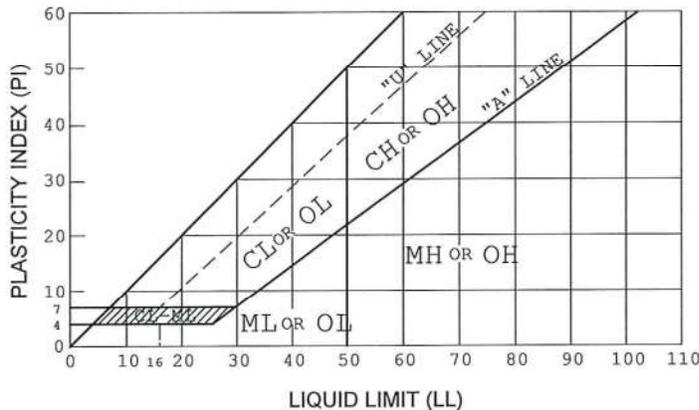
PLATE:  
 2  
 SHEET 1 OF 1

# SOIL CLASSIFICATION CHART

MAJOR DIVISIONS			SYMBOLS		TYPICAL DESCRIPTIONS	
			GRAPH	LETTER		
COARSE GRAINED SOILS  MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE	GRAVEL AND GRAVELLY SOILS  MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE	CLEAN GRAVELS (LITTLE OR NO FINES)		GW	WELL-GRADED GRAVELS, GRAVEL-SAND MIXTURES, LITTLE OR NO FINES	
		GRAVELS WITH FINES (APPRECIABLE AMOUNT OF FINES)		GP	POORLY-GRADED GRAVELS, GRAVEL-SAND MIXTURES, LITTLE OR NO FINES	
				GM	SILTY GRAVELS, GRAVEL-SAND-SILT MIXTURES	
				GC	CLAYEY GRAVELS, GRAVEL-SAND-CLAY MIXTURES	
	SAND AND SANDY SOILS  MORE THAN 50% OF COARSE FRACTION PASSING ON NO. 4 SIEVE	CLEAN SANDS (LITTLE OR NO FINES)		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES	
				SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES	
		SANDS WITH FINES (APPRECIABLE AMOUNT OF FINES)		SM	SILTY SANDS, SAND-SILT MIXTURES	
				SC	CLAYEY SANDS, SAND-CLAY MIXTURES	
		FINE GRAINED SOILS  MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE	SILTS AND CLAYS  LIQUID LIMIT LESS THAN 50		ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY
					CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
	OL			ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY		
SILTS AND CLAYS  LIQUID LIMIT GREATER THAN 50			MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS		
			CH	INORGANIC CLAYS OF HIGH PLASTICITY		
			OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS		
HIGHLY ORGANIC SOILS			PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS		
FILL MATERIAL			--	FILL MATERIAL, NON-NATIVE		

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS.

## PLASTICITY CHART



FOR CLASSIFICATION OF FINE-GRAINED SOILS AND FINE-GRAINED FRACTION OF COARSE-GRAINED SOILS

## EXPLORATION SAMPLE TERMINOLOGY

Sample Type	Sample Symbol	Sample Code
Auger Cuttings		Auger
Bulk (Grab) Sample		Grab
Modified California Sampler		MC
Shelby Tube		SH or ST
Standard Penetration Test		SPT
Split Spoon		SS
No Sample		

## GRAIN SIZE TERMINOLOGY

Component of Sample	Size Range
Boulders	Over 12 in. (300mm)
Cobbles	12 in. to 3 in. (300mm to 75mm)
Gravel	3 in. to #4 sieve (75mm to 4.75mm)
Sand	# 4 to #200 sieve (4.75mm to 0.074mm)
Silt or Clay	Passing #200 sieve (0.074mm)

## RELATIVE DENSITY OF GRANULAR SOILS

N - Blows/ft	Relative Density
0 - 4	Very Loose
5 - 10	Loose
11 - 30	Medium Dense
31 - 50	Dense
greater than 50	Very Dense

## CONSISTENCY OF COHESIVE SOILS

Unconfined Compressive Strength, psf	N - Blows/ft	Consistency
less than 500	0 - 1	Very Soft
500 - 1,000	2 - 4	Soft
1,000 - 2,000	5 - 8	Firm
2,000 - 4,000	9 - 15	Stiff
4,000 - 8,000	16 - 30	Very Stiff
8,000 - 16,000	31 - 60	Hard
greater than 16,000	greater than 60	Very Hard

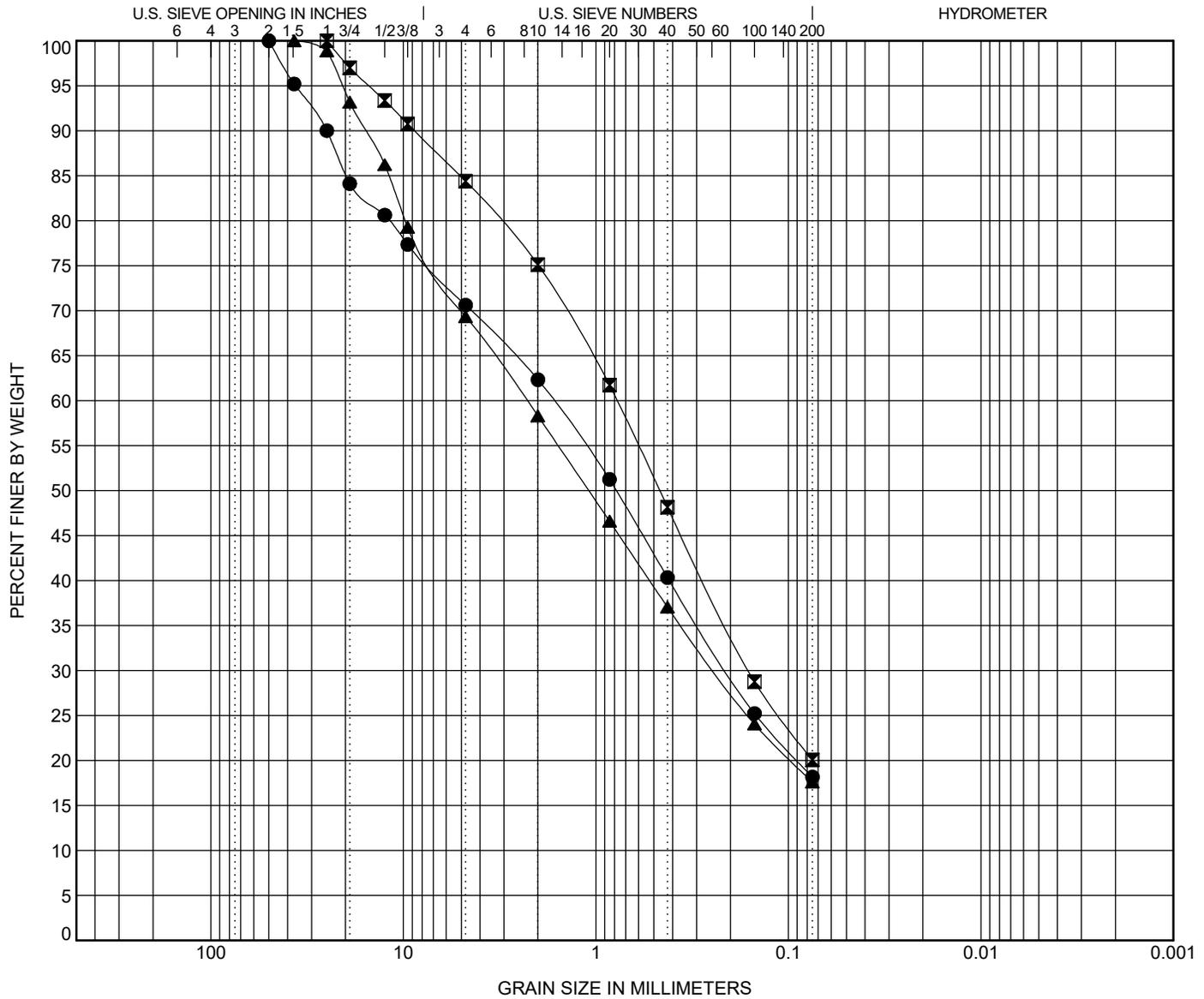
USCS CHART 1826041.GPJ US LAB.GDT 7/24/2019



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## USCS Soil Classification Chart

Project: Tennis Center Court Surface Improvements  
Location: Incline Village, Nevada  
Project Number: 2017-06-1 Plate: 3





# SUMMARY OF LABORATORY RESULTS

PAGE 1 OF 1

Black Eagle

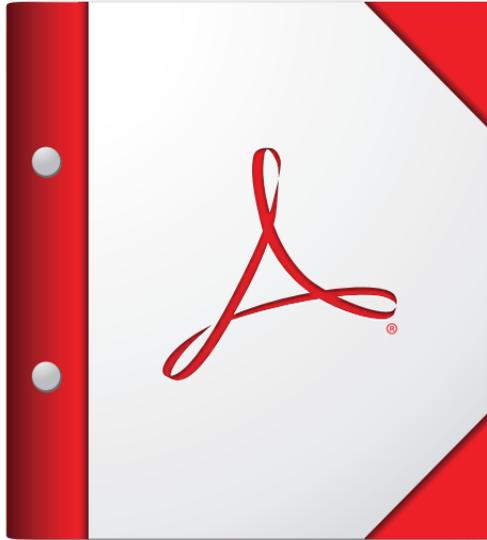
CLIENT Incline Village G.I.D.

PROJECT NAME Tennis Center Court Surface Improvements

PROJECT NUMBER 2017-06-1

PROJECT LOCATION Incline Village, Nevada

Borehole	Depth	Liquid Limit	Plastic Limit	Plasticity Index	Maximum Size (mm)	%<#200 Sieve	Classification	Water Content (%)	Dry Density (pcf)	Saturation (%)	Void Ratio
B-01	10.0	NP	NP	NP	50	18	SM	9.6			
B-02	1.0	NP	NP	NP	25	20	SM	7.9			
B-04	11.0	NP	NP	NP	37	18	SM	3.5			



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**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN  
MINUTES OF THE IVGID BOARD'S REGULAR FEBRUARY 28, 2024 MEETING –  
AGENDA ITEM G(3) – ENTRANCE INTO ANOTHER CMAR CONTRACT FOR  
INSTALLATION OF AN EFFLUENT STORAGE TANK**

**Introduction:** Well here's yet "another one" as my friend DJ Kahled would say<sup>1</sup>. More evidence of staff incompetence, lack of oversight, lack of internal controls, and a flagrant disregard for the financial sustainability of the District. This time it's the effluent storage tank. A project former GM Pinkerton told us had been completed for \$788K. When it hadn't! And now we're up to an additional \$800k because our designer engineer (Jacobs) and storage tank manufacturer (DN Tanks) were negligent at the 30% schematic design phase. And that's the purpose of this written statement.

**My February 27 And 28, 2024 E-Mails to The Board<sup>2</sup>:** wherein I put the Board on notice of staff's incompetence in dealing with Granite Construction, Jacobs Engineering and DN-Tanks. And then the fact that unlike financing for the remainder of the replacement of the effluent pipeline, the United States Army Corp. of Engineers ("USACE") won't be contributing anything towards the additional \$800 of project costs. In other words, all out-of-pocket to us. And then what do I learn? That the District's principle engineer for this project isn't a licensed professional engineer. And that's on top of the fact he is required to be the same as a condition of his employment! Rather than me regurgitating everything I shared with the Board, I refer the reader to the exhibit attached instead.

**Conclusion:** So here history is repeating itself. Granite Construction fleeced us in its recent CMAR contract for installation of Phase II replacement effluent pipeline. And now it proposes replicating its prior behavior, and where are our staff here to protect us? So you see the more things change, the more they remain the same. The District is just as dirty and incompetently managed as it has always been. The characters and their attitudes may have changed. But at the end of the day, this place is as dirty as ever! And this is really the definition of a criminal syndicate<sup>3</sup>. Dirty players come and go. But in the end, the organization survives to engage again in racketeering! I ask the Board take action against employees like Kate Nelson and Hudson Klein to put a stop to this wasteful expenditure of taxpayer funds.

---

<sup>1</sup> Go to <https://medium.com/cuepoint/the-old-people-s-guide-to-dj-khaled-5618a5aa52b1#:~:text=Another%20One%20%E2%80%94%20One%20of%20the,of%20shoes%2C%20or%20something%20else>.

<sup>2</sup> Those e-mails are collectively attached as Exhibit "A" to this written statement.

<sup>3</sup> See NRS 207.370 which defines criminal syndicate as a "combination of persons, so structured that the organization will continue its operation even if individual members enter or leave the organization, which engages in or has the purpose of engaging in racketeering activit(ies)."

And now you the reader may have a better idea of what the District's Recreation ("RFF") and Beach ("BFF") Facility Fees, and water/sewer rates/charges really pay for which you can see for yourselves have nothing to do with making public recreational and beach facilities, as well as public water/sewer services available for local parcel owners' access and use.

Respectfully submitted, Aaron Katz (Your Community Watchdog Because Nearly No One Else Seems to be Watching).

## **EXHIBIT "A"**

## Re: February 28, 2024 IVGID BOT Meeting - Agenda Item G(3) - Effluent Storage Tank Contract - Now We're Up to \$80M For the Effluent Pipeline Replacement Project

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**From:** <s4s@ix.netcom.com>  
**To:** J <j.gumz1@gmail.com>, Sara Schmitz <trustee\_schmitz@ivgid.org>, Matthew Dent <dent\_trustee@ivgid.org>, <trustee\_tonking@ivgid.org>, Ray Tulloch <tulloch\_trustee@ivgid.org>, Noble Dave <noble\_trustee@ivgid.org>  
**Cc:** <bma@ivgid.org>, Dobler Cliff <cfdobler@aol.com>  
**Subject:** Re: February 28, 2024 IVGID BOT Meeting - Agenda Item G(3) - Effluent Storage Tank Contract - Now We're Up to \$80M For the Effluent Pipeline Replacement Project  
**Date:** Feb 28, 2024 11:37 AM

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Board members -

You mean this information serves as additional evidence the employees we hire aren't qualified? Or is Joy's information incorrect?

And remember. This guy is being paid at least \$200K annually in salary and benefits, according to transparent nevada. Or is that information not correct?

Who hired this guy? Was it Erin Feore? If so, maybe we need to start examining her hires to insure they're qualified and competent? It's called an "internal control." Bueller? Bueller?

Hey Bobby. This is the type of organization you are considering heading? You might want to take a closer look. Because if you think this is an isolated case, you're sadly mistaken.

Hey board members. I heard a rumor that Sheila Leijon is gone as an IVGID employee. Is that accurate? And I heard she was paid off in hush money. An old tried and true District trick. Is that true as well? Isn't that what you've done with Susan Herron? And how about Indra Winquest?

I've shared with you Board members before that it's essentially everything these people do. Give me a little time to peel away the layers, and ultimately, we will get to a core of evil. And wrongdoing. And a lack of ethics. I understand you don't like hearing things like this. But it's the truth.

At least you're doing something about it so I have to extend some kudos. After all, these three former employee are gone.

Now it's time to continue the good work. Which brings me to Tim Kelly.

What are you doing about his unauthorized time off of work to work for his second employer? And his supervisor (would that be vaunted Pandora Bahlman?) who approves of this behavior?

Respectfully, Aaron Katz

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

**From:** J <j.gumz1@gmail.com>  
**Sent:** Feb 28, 2024 7:36 AM  
**To:** <s4s@ix.netcom.com>, Sara Schmitz <trustee\_schmitz@ivgid.org>, Matthew Dent <dent\_trustee@ivgid.org>, <trustee\_tonking@ivgid.org>, Ray Tulloch <tulloch\_trustee@ivgid.org>, Noble Dave <noble\_trustee@ivgid.org>  
**Cc:** <bma@ivgid.org>, Doeblner <cfdobler@aol.com>  
**Subject:** Re: February 28, 2024 IVGID BOT Meeting - Agenda Item G(3) - Effluent Storage Tank Contract - Now We're Up to \$80M For the Effluent Pipeline Replacement Project

All:

Did you know

1) Mr. Hudson Klein's job description as Principal Engineer REQUIRED SKILLS states, "*Registration as a Professional Engineer (P.E.) in the State of Nevada or obtain within one year from date of hire.*"

2) Mr. Klein was hired in November 2022.

3) *Mr. Klein is a PE in CALIFORNIA - but not in Nevada, according to the Nevada Board of Engineers and Land Surveyors.*

**Conclusion: Mr. Klein is not qualified to be Principal Engineer based on the IVGID job description. His manager/supervisor Kate Nelson has allowed this.**

There is a question of competence here - by both Klein and Nelson.

On Tue, Feb 27, 2024 at 12:18 PM <[s4s@ix.netcom.com](mailto:s4s@ix.netcom.com)> wrote:  
Chairperson Schmitz and Other Honorable Members of the IVGID Board -

Well here we go again! The same problem which repeats itself over and over again.

So now we get to contract again for an alternative to lining of the effluent storage pond that we already contracted and paid \$788K for how many years ago? Mr Pinkerton?

And remember Mr. Pinkerton told us that the scope of replacement of Phase II of the effluent pipeline project had to be expanded to include the cost for lining of the storage pond because they were part in part connected? Which if we believe Mr. Pinkerton, with the additions suggested by this agenda item, we're now up to \$80 million for completion of the effluent pipeline project. Well on our way to the \$100 million I and others predicted. Up from \$23 million.

And at the foot of the problem, our wonderful PW staff just can't seem to get it right. Just listen to Kate Nelson:

"Granite has proposed a CMAR contract structure similar to the Effluent Pipeline Project and has reduced the CMAR fee to 10% with an 80/20 owner/CMar share of the unused risk at the completion of the project." Let me translate for you.

Reduced the CMAR fee? Didn't we go through this before? A CMAR contract means a guaranteed maximum price ("GMP") where the contractor rather than his/her/its client is at "risk." After all, the "R" in CMAR stands for RISK. In other words NO SURCHARGES evidenced by an 80/20 split in any alleged cost savings. If as here there's no GMP, then there's no CMAR contract. Right Sara? Throw out the 80/20 split. The CMAR fee is the agreed upon percentage and nothing more. If there are any cost savings, why does a percentage flow to Granite on top of its guaranteed CMAR fee? You mean a CMAR fee of \$566,300 (see page 286 of the Board packet) isn't enough?

Now let's address the 10% CMAR fee. Didn't engineer Hudson Klein tell us before when the contract with Granite for replacement of phase II of the effluent pipeline that this percentage was too high? And because of our delays with reconstruction of the effluent pipeline itself, he'd rather overpay and be safe than sorry? Well why are we using this methodology for construction of the storage tank? We learned before that the typical CMAR fee is 4%-6% of the gross contract price. So if Granite is proposing 10%, why aren't we responding with our own proposed CMAR fee? Because you need someone who is capable of negotiating with Granite (Kate Nelson and Hudson Klein certainly AREN'T). And if Granite won't agree to this type of CMAR fee, with no 80/20 surcharge, then we should go out to public bid (after all, we were contemplating installation in two construction seasons, weren't we? So if the project can wait for two construction season, what's the rush now?). Shouldn't we? DON'T approve 10% CMAR fee! We're being fleeced again because our staff are...incompetent. You got it! Incompetent.

Now this one I love. The total construction cost has increased by approximately \$800K. And why? There were \$800,000 and \$225,000 movements in the tank price and the mechanical/electrical prices, respectively. Notwithstanding the original cost estimate prepared by Jacobs at the 30% schematic design stage was provided in collaboration with DN Tanks - the subcontractor selected and included in the proposed CMAR GMP, mysteriously, the tank price has increased significantly (~40%).

So instead of our staff putting their collective feet down (after all, what was the purpose of paying for 30% schematic design if the results were to be and are unreliable?), our wonderful staff requested DN Tanks provide some context for the increased cost. And listen to the following summary:

- A) \$50,000 of sales taxes not included at the 30% schematic design stage. Well this is garbage, isn't it? Aren't we exempt from paying sales taxes to anyone? And who was negligent in not including this cost in the schematic design costs we approved?
- B) \$50,000 due to increased design specification requirements. What increased specification requirements? Haven't staff told us for years that we save money by hiring a CMAR to assist in the design process (which is what we did here) so we save money by not having to modify specification requirements like what we are proposing to do here? You mean hiring a CMAR at the design stage is really an unnecessary added cost because look what happened here?
- C) \$50,000 due to schedule requirements to accommodate a single construction (vs. a two-season schedule) season. You mean we can save \$50K by stringing out this project over two construction seasons versus one? Even though I don't believe this statement is true, how about we string out the project over two construction seasons? After all, staff tell us a two-season schedule is doable because their only concern is added engineering and administration costs with a one-year delay to the start of construction. I'm betting that neither Granite nor DN Tanks wants to do this. And if faced with this alternative, we're going to quickly see this \$50K surcharge disappear.
- D) \$500,000-\$600,000 due to seismic and structural loads not adequately identified at the 30% schematic design stage. Who did we pay for schematic design services? Wasn't it Jacobs? Because what you're telling me is that Jacobs performed this work in a negligent manner. Jacobs wasn't capable of identifying the necessary seismic and structural loads? Which means that rather than shelling out this add'l cost, ourselves, shouldn't we be going after Jacobs for the surcharge? But that means we need someone competent in PW to go down this path, and again, we have NO ONE!

So how about we approach the GM of the Kingsbury GID who applied to be our GM, and see if he's interested in becoming our PW Director? Or at least taking a look and giving us some competent advice? And while we're at it, maybe we can ask him how he feels about dealing with these \$800K of add'l costs?

E) DN Tanks have stated these costs were always going to be realized during bid/construction. Really? They further acknowledge that IVGID and the CMAR have been disadvantaged by these omissions at the time of the 30% design cost preparation and are revising their budgeting tools as a result of the IVGID Tank Project miscalculation. Are you for real Kate Nelson? They miscalculate (i.e., negligence), we end up paying more, and we're not even charging them for our assistance in demonstrating to them that their budgeting tools require replacement? I have another suggestion. If DN Tanks are not going to stick to their original calculations, then I say let's find another storage tank supplier. In addition to making claim for add'l negligence against the contractor who provided the 30% scheduling design (Jacobs).

F) Staff want to prepare a budget augmentation in the amount of \$800,000 to support the award of the CMAR construction contract, a new contract with Jacobs for engineering services during construction, staff time for project management and operational assistance, and inspection and testing as required during construction. Wait a minute. This doesn't make sense. Staff tell us that the US Army Corps of Engineers (USACE) Section 595 Program Project Partnering Agreement (PPA) was signed in 2023 and included

reimbursement of up to 75% of the project costs calculated as \$7.6M at the time of signing. Well now that the cost of this project has increased by another \$800K, is USACE going to pick up 75% of this additional tab? If so, why the need for a \$800K budget augmentation? Why not a \$200K budget augmentation? I suspect we're not going to be able to get 75% of this added cost paid for by USACE which explains why staff is telling us they intend to prepare a budget augmentation. Is this right Kate and Co? And if so, why haven't you come out and told us in plain English?

And how about this one? \$38K so far for incompetent IVGID staff operations, and another \$90K for projected project management? Haven't we learned that our in-house PW staff lack competence to manage any project? Let alone one as big as this? And why are we paying in-house staff for project management, when we're hiring a CMAR contractor who is supposed to include that management in its fee? Isn't this one of the reasons for hiring a CMAR contractor? If our in-house staff are competent to manage a project like this, why don't we save the \$566K or more of projected CMAR fees because they're unnecessary? Bueller? Bueller?

Finally, under alternatives, staff tell us we can abandon the CMAR delivery method and pursue either:

A) A publicly bid project, as is. Isn't that what I have suggested? I'm guessing Granite isn't going to be too keen insofar as this alternative is concerned. Maybe faced with this possibility, Granite might become reasonable insofar as their pricing proposal is concerned? But of course, our staff are in bed with Granite so to speak, so this isn't a real option in their minds. Just listen to them: If the Board opts to abandon the CMAR delivery and bid the project publicly, a separate bid package will need to be prepared for advertisement. This will require additional Staff time and a new contract amendment with Jacobs for bid support services to adequately facilitate a public bid process." You mean it's going to cost us more? And we're going to let Jacobs off the hook for its negligence? I say Jacobs absorbs the additional work for NO ADDITIONAL CHARGE. And if they don't like it, maybe it's time to find a new design consultant-engineer?

Moreover, why isn't our professional staff competent to create a RFP and provide bid support services? Why do we have to contract these services out to Jacobs? Or stated differently, why do we require in-house staff time? Cut out the middle man (staff) and deal with Jacobs directly! It's called outsourcing. And if Bobby Magee is so competent as an interim GM, why doesn't he deal with Jacobs directly?

B) Re-design the project to include bid-options for either welded steel tank or prestressed concrete tank. Maybe since our schematic design contractor who neglected to do its job in a professional manner, will provide these services at no additional cost? Did Kate and Co. think to ask? Of course not. Instead they warn us that if a redesign to incorporate the option for a welded steel tank for competitive pricing purposes is desired, this too will require additional consultant services and/or incompetent staff time to complete. The same wasteful Jacobs and in-house staff time outlined above.

Are you starting to get the message? We should have no in-house engineering staff because the staff we have lack competence. And professionalism. And ethics. And transparency. If we would have outsourced all of this to true professionals at the outset, we wouldn't be looking at what we're looking at now. Would we Kate?

Then listen to the staff report. It wrecks of Hudson Klein. Chicken Little personified. "The operational risk IVGID faces in the event of an emergency (i.e. export pipeline break) when the WRRF has limited storage capacity available, especially at peak visitor times. If discharge to the existing ponds is required, this will be a clear violation of the NDEP Discharge Permit for the WRRF." Oh my GOD. Emergency, emergency! Staff hasn't been too concerned about export pipeline breakage for the last ten or so years. Has it? So why all of a sudden? Bueller. Bueller.

When are we going to learn that we don't use incompetent in-house staff to administer major projects such as this one? When are we going to use professional purchasing and contracting personnel when it comes to

negotiating with heavy weights like Granite and TN Tank? Why do we continue to commit the same errors over and over again, never seeming to learn anything other than that our staff are overpaid and incompetent?

Like I said. Contact the GM from Kingsbury GID Bobby Magee. If he won't do the job, how about asking this gentleman for a referral? Or how about asking Cliff or me to do our wonderful staff's work?

And you wonder why our water/sewer fees are off the charts?

Respectfully, Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN  
MINUTES OF THE IVGID BOARD'S REGULAR FEBRUARY 28, 2024 MEETING –  
AGENDA ITEM G(2) – WASTEFUL EXPENDITURES ON BEACH HOUSE DESIGN  
BEFORE WE EVEN KNOW THE EXTENT OF IMPROVEMENTS WE ARE  
INTENDING TO MAKE – INCLUDING MORE ATTORNEY'S FEES**

**Introduction:** Well here's yet "another one" as my friend DJ Kahled would say<sup>1</sup>. More evidence of staff incompetence, lack of interest in the attorney's fees paid by local parcel owners, lack of oversight, lack of internal controls, and a flagrant disregard for the financial sustainability of the District. This time it's jumping lock, stock and barrel into a 30% schematic design for the Beach House before we've even agreed upon what should be the basics for that project. How many more unnecessary wastes am I and others required to share with the Board until you members get it and do something about it? And that's the purpose of this written statement.

**My February 25, 2024 E-Mail to The Board:** wherein I put the Board on notice of Kate Nelson's barreling ahead with full scale design of the Beach House project before we even determine what it is we want that project to entail, and at what cost. And also, wherein I put the Board on notice of Ms. Nelson's standard *modus operandi* where she engages the Board's attorney to review and approve all proposed contracts *before* they are submitted to the Board for approval. This e-mail is attached as Exhibit "A" to this written statement. Rather than me regurgitating everything I shared with the Board, I refer the reader to the exhibit attached instead.

**Conclusion:** The Board's attorney is not staff's attorney. And it makes no sense to commence full design of a project when we haven't even agreed upon the basic parameters. By moving forward, we're about to repeat the same mistakes we now see with the effluent storage pond project. So you see the more things change, the more they remain the same. The District is just as dirty as it has always been. The characters and their attitudes may have changed. But at the end of the day, this place is as dirty as ever! And this is really the definition of a criminal syndicate<sup>2</sup>. Dirty players come and go. But in the end, the organization survives to engage again in racketeering! I ask the Board take action against employees like Kate Nelson to put a stop to this wasteful expenditure of taxpayer funds.

And now you the reader may have a better idea of what the District's Recreation ("RFF") and Beach ("BFF") Facility Fees, and water/sewer rates/charges really pay for which you can see for

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<sup>1</sup> Go to <https://medium.com/cuepoint/the-old-people-s-guide-to-dj-khaled-5618a5aa52b1#:~:text=Another%20One%20%E2%80%94%20One%20of%20the,of%20shoes%2C%20or%20something%20else.>

<sup>2</sup> See NRS 207.370 which defines criminal syndicate as a "combination of persons, so structured that the organization will continue its operation even if individual members enter or leave the organization, which engages in or has the purpose of engaging in racketeering activit(ies)."

yourselves have nothing to do with making public recreational and beach facilities, as well as public water/sewer services available for local parcel owners' access and use.

Respectfully submitted, Aaron Katz (Your Community Watchdog Because Nearly No One Else Seems to be Watching).

## **EXHIBIT "A"**

## February 28, 2024 IVGID BOT Meeting - Agenda Item G(2) - Again, What's Wrong With This Woman (Kate Nelson)? And What's Wrong With You Board Members For Not Reeling Her In?

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**From:** <s4s@ix.netcom.com>  
**To:** "Schmitz Sara" <schmitz\_trustee@ivgid.org>  
**Cc:** "Dent Matthew" <dent\_trustee@ivgid.org>, "Tonking Michaela" <tonking\_trustee@ivgid.org>, "Tulloch Ray" <tulloch\_trustee@ivgid.org>, "Noble Dave" <noble\_trustee@ivgid.org>, "Bandelin Mike" <MLB@ivgid.org>, <bma@ivgid.org>  
**Subject:** February 28, 2024 IVGID BOT Meeting - Agenda Item G(2) - Again, What's Wrong With This Woman (Kate Nelson)? And What's Wrong With You Board Members For Not Reeling Her In?  
**Date:** Feb 25, 2024 1:11 PM

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Chairperson Schmitz and Other Honorable Members of the IVGID Board -

So here we go again! Because once per BOT meeting doesn't seem to be enough!

1. Again, this agenda item is routine, and it is on the consent calendar;
2. It's brought by Kate Nelson;
3. The proposed contract has been reviewed and approved by the Board's attorney in addition to Silver State Law (i.e., double the cost) even though the BOT has not yet decided to approve the engagement;
4. Just like the stunt Ms. Nelson pulled with the proposed HDR Engineering updated rate study contract which was not approved by the BOT;
5. Because Ms. Nelson has asked the Board's attorney and Silver State Law to review and approve this contract;
6. Needlessly costing the District and ultimately local parcel owners thousands of UNNECESSARY attorney's fees.

Combined with agenda items F(3)-F(10), here we have 9 separate contracts UNNECESSARILY reviewed and approved by attorneys commissioned at Kate Nelson's request. Even though she has no authority to do so. And here the contracts are standard ConsensusDocs&reg; 400 used in similar design contracts all of the country. But not good enough for Ms. Nelson.

As I have pointed out before, this is the m.o. of Ms. Nelson. She has pulled this stunt on several other contracts I have brought to the Board's attention. Even contracts the Board hasn't even approved (such as the HDR Engineering consulting contract for an updated utility rate study). All because Ms. Nelson is not being adequately supervised. And we don't have internal controls. And we don't have a purchasing and contract professional who knows how to read a construction design contract, and understand what it says. Nor an in house attorney who costs us less than \$265 per hour. Or here times two sets of attorneys (what's the par on this hole Ms. Nelson?).

I guaranty each of you that if you had to get every contract in your personal life reviewed and approved by an attorney, at nearly \$300 per hour, you wouldn't! So why here? And you wonder why we don't have money to prosecute "vital" projects?

Let's discuss the substance of this agenda item. Apparently it consists of two project items. 30% Schematic Design for the Incline Beach House Project at a cost of \$103,500, and 30% Schematic Design for the Beach Access Project at a cost of \$18,000. Let's address the second project first.

Just so we all understand, according to the staff memo this project will be presented to the Board in its entirety at a

future date. You mean we don't know the extent of this project? Yet we're going forward with schematic design? And it's our responsibility to notify CORE Construction of our owner's program? You know, "an initial description of the Owner's objectives." Shouldn't we wait until final presentation to and approval by the Board of what will in essence be the owner's program? After all, you tell us this project will be a part of the FY 2024/25 budgeting process. And it is not a part of the \$4M budget associated with the Incline Beach House Project. So why are we spending money on design at this stage? And design of what precisely?

Now let's address the Beach House project. Why are we starting on a design the basic parameters of which haven't even been agreed to by the public and the BOT? And for \$103,500? And this assumes that fully designed, the project will not exceed another \$3.9M in cost. Well we don't need to blow another \$100K+ on preliminary design to know the remaining \$3.9M price tag is nothing more than a pipe dream. We don't even have an owner's program to share with CORE Construction. Do we? Who's coming up with that program? And what does it consist of? And what happens if the costs are higher? Remember we couldn't even build a Burnt Cedar Pool for \$4M. And now you think you're going to be able to build a cafeteria/restaurant for under this number? Shouldn't we conduct some sort of preliminary study as to what we can really purchase for \$4M of construction costs before we begin going down this road? Or how about sharing the REAL probable cost with us and then have a conversation with local parcel owners as to whether they want to spend this much money on food service for guests who don't pay the BFF before we start down this road?

And just so we all understand. Apparently staff hasn't gone out to public bid for either of these design contracts. Instead it has asked for contractor qualifications (hence the RFQ). Now that we have received those qualifications and are prepared to go forward with CORE Construction, what is it going to cost? If we don't go out to public bid, how are we going to know that we're not over paying? Bueller? Bueller? You've got it backwards!

Since this matter is on the consent calendar, I ask at least one of your Board members request its transfer to the general business calendar. And then from there suspend this proposed contract until we can agree upon an "owner's program" that can actually be constructed for under \$3.9M.

Respectfully, Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN  
MINUTES OF THE IVGID BOARD'S REGULAR FEBRUARY 28, 2024 MEETING –  
AGENDA ITEMS F(3) – F(10) MORE INAPPROPRIATE EXPENDITURES ON  
ATTORNEY'S FEES BY INTERIM PUBLIC WORKS DIRECTOR KATE  
NELSON UTILIZING THE BOARD'S ATTORNEY**

**Introduction:** Can it get any worse? Yes it can. And here's yet "another one" as my friend DJ Kahled would say<sup>1</sup>. More evidence of staff incompetence, lack of transparency, lack of interest in the attorney's fees paid by local parcel owners, ethics, lack of oversight, lack of internal controls, and a flagrant disregard for the financial sustainability of the District. Wow! How many more unnecessary wastes am I and others required to share with the Board until you members get it and do something about it? And that's the purpose of this written statement.

**My February 25, 2024 E-Mail to The Board:** wherein I put the Board on notice of Kate Nelson's standard *modus operandi* where she engages the Board's attorney to review and approve all proposed contracts *before* they are submitted to the Board for approval. This e-mail is attached as Exhibit "A" to this written statement. And the exhibit to that e-mail (BB&K's January 31, 2024 billing statement), is attached as Exhibit "B" to this written statement. Rather than me regurgitating everything I shared with the Board, I refer the reader to the exhibit attached instead.

**Conclusion:** The Board's attorney is not staff's attorney. Yet whenever a staff member feels the need for legal oversight, he/she matter-of-factly turns to the Board's attorney to render advice. And unbelievably the Board's attorney does not refuse for this reason. So we end up with added and unnecessary attorney's fees commissioned by staff members rather than the Board. And this is unacceptable as evidenced by the attorney's fees evidenced on Exhibit "B" attached.

So you see the more things change, the more they remain the same. The District is just as dirty as it has always been. The characters and their attitudes may have changed. But at the end of the day, this place is as dirty as ever! And this is really the definition of a criminal syndicate<sup>2</sup>. Dirty players come and go. But in the end, the organization survives to engage again in racketeering! I ask the Board take action against employees like Kate Nelson to put a stop to this wasteful expenditure of taxpayer funds.

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Respectfully submitted, Aaron Katz (Your Community Watchdog Because Nearly No One Else Seems to be Watching).

## **EXHIBIT "A"**

## February 28, 2024 IVGID BOT Meeting - Agenda Items F(3), F(4), F(5), F(6), F(7), F(8), F(9), F(10) - What's Wrong With This Woman (Kate Nelson)? And What's Wrong With You Board Members For Not Reeling Her In?

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**From:** <s4s@ix.netcom.com>  
**To:** "Schmitz Sara" <schmitz\_trustee@ivgid.org>  
**Cc:** "Dent Matthew" <dent\_trustee@ivgid.org>, "Tonking Michaela" <tonking\_trustee@ivgid.org>, "Tulloch Ray" <tulloch\_trustee@ivgid.org>, "Noble Dave" <noble\_trustee@ivgid.org>, "Bandelin Mike" <MLB@ivgid.org>, <bma@ivgid.org>  
**Subject:** February 28, 2024 IVGID BOT Meeting - Agenda Items F(3), F(4), F(5), F(6), F(7), F(8), F(9), F(10) - What's Wrong With This Woman (Kate Nelson)? And What's Wrong With You Board Members For Not Reeling Her In?  
**Date:** Feb 25, 2024 10:50 AM  
**Attachments:** BBKInvoice.HDR.Agreement.not.approved.by.BOT.1.31.2024.pdf

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Chairperson Schmitz and Other Honorable Members of the IVGID Board -

Here we go again. This keeps happening over and over and over again. And you Board members just never seem to learn. And then you wonder why we don't have the money to pay for all of these budget augmentations Bobby Magee & Co. have planned for us! And on the consent calendar no less.

For the reasons which follow please remove these matters from the consent calendar so we can have a discussion about Kate Nelson and how she is unnecessarily costing the public tens if not hundreds of thousands of dollars in attorney's fees.

Ms. Nelson has admitted she's not qualified to be a Public Works Director. Nor an interim one. She admits her skills are limited to being an engineer. Doing engineering jobs. So why have we put her in the position we have where we ask her to do so much more? And now we're paying the price. Again!

What's common with each of these agenda items?

1. They're routine;
2. As such they're on the consent calendar;
3. They involve the expenditure of moneys well within the GM's contracting authority which means they don't need to be on this agenda for approval;
4. They're all brought by Kate Nelson;
5. The proposed contracts have all been reviewed and approved by the Board's attorney;
6. Because Ms. Nelson has asked the Board's attorney to review and approve each and every one of them (several of which are less than \$5.5K in amount);
7. Needlessly costing the District and ultimately local parcel owners thousands and thousands of dollars of UNNECESSARY attorney's fees.

Combined with agenda item G(2), here we have 9 separate contracts which were UNNECESSARILY reviewed and approved by attorneys at close to \$300 per hour all commissioned by Kate Nelson.

This is the m.o. of Ms. Nelson. She has pulled this stunt on several other contracts I have brought to the Board's attention. Even contracts the Board hasn't approved (like HDR Engineering for a wasteful updated utility rate study)! All because Ms. Nelson is not qualified for the job. And she's not being adequately supervised. And we have no internal

controls. And we don't have a purchasing and contract professional to handle stuff like this. Nor an in house attorney who in the long run would cost us quite a bit less than the route Ms. Nelson has gone down, and be available to us 24/7 so we didn't need an outside attorney to attend Board and committee meetings.

It took me over a month to finally get attorney billing records for work commissioned by Ms. Nelson for the proposed HDR Engineering contract which was never approved by the BOT. So I'm not going down that road with these 9 contracts. Nevertheless, those attorney billing records are attached to this e-mail. Look at it for yourselves!

Look how staff conveniently redact nearly everything. And why is this? There is nothing confidential about a billing statement. Yet staff continue to hide the truth to the public putting us in a position that we have to sue the District just to get access to the transparency it alleges. Then I don't believe what's left over that isn't redacted is the extent of attorney work expended on the former failed HDR Engineering consulting contract. I believe more attorney time was spent than represented. Where do you see time spent on communications between Ms. Nelson and the attorney? What about the vice versa time? Even if I am wrong, the unredacted portions of the billing invoice reveal that nearly 4 hours was expended on simple review of a single consulting contract at \$265 per hour. That's over \$1,000 of waste. And none of you seem to care about this?

So here we have another 9 contracts which were allegedly reviewed and approved by the BOT's attorney at \$265 per hour. How much did this cost us Ms. Nelson? Another \$10K? Or more?

And what's more bothersome is the fact Ms. Nelson has entered into a whole lot more than just 9 contracts for routine PW work for which she has not come to the Board for approval. And how many of these has she unilaterally turned over to the Board's attorney to perform similar contract review work? We have no clue. And neither do you Board members.

Who is supervising Ms. Nelson? Who is authorizing her to contract with the BOT's attorney? What internal controls are in place? Aren't there other employed District personnel who know how to read a contract? And understand what the words state? Why haven't staff hired an in house attorney-employee if we have this much legal work to do?

Waste, waste, waste. And it's going to continue until you Board members put your collective feet down. And tell staff they don't have the authority to matter of factly incur attorney's fees with the BOT's attorney. If you don't tell staff, then they're going to continue doing what Ms. Nelson is doing because they're afraid to make any move because the public is watching. And criticizing. If Ms. Nelson isn't equipped to administer simple contracts, why is she employed in the job she is employed? Is the answer as simple as because we have a vacancy and can't find a competent replacement? When Brad Underwood was the Director of PW, how many times did he come to the Board seeking approval on a "routine" contract where he had unilaterally engaged the BOT's attorney to review and approve the same? So why now all of a sudden?

So do something!

Respectfully, Aaron Katz

## **EXHIBIT "B"**

Indian Wells  
(760) 568-2611  
Irvine  
(949) 263-2600  
Los Angeles  
(213) 617-8100  
Bend, OR  
(541) 382-3011



# BBK

BEST BEST & KRIEGER LLP  
ATTORNEYS AT LAW

3390 University Avenue, 5th Floor, P.O. Box 1028, Riverside, CA 92502  
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Ontario  
(909) 989-8584  
Sacramento  
(916) 325-4000  
San Diego  
(619) 525-1300  
Walnut Creek  
(925) 977-3300  
Washington DC  
(202) 785-0600

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT  
ATTN: SARA SCHMITZ  
893 SOUTHWOOD BOULEVARD  
INCLINE VILLAGE, NV 89451

January 31, 2024  
986363  
JOSHUA NELSON  
Page 1

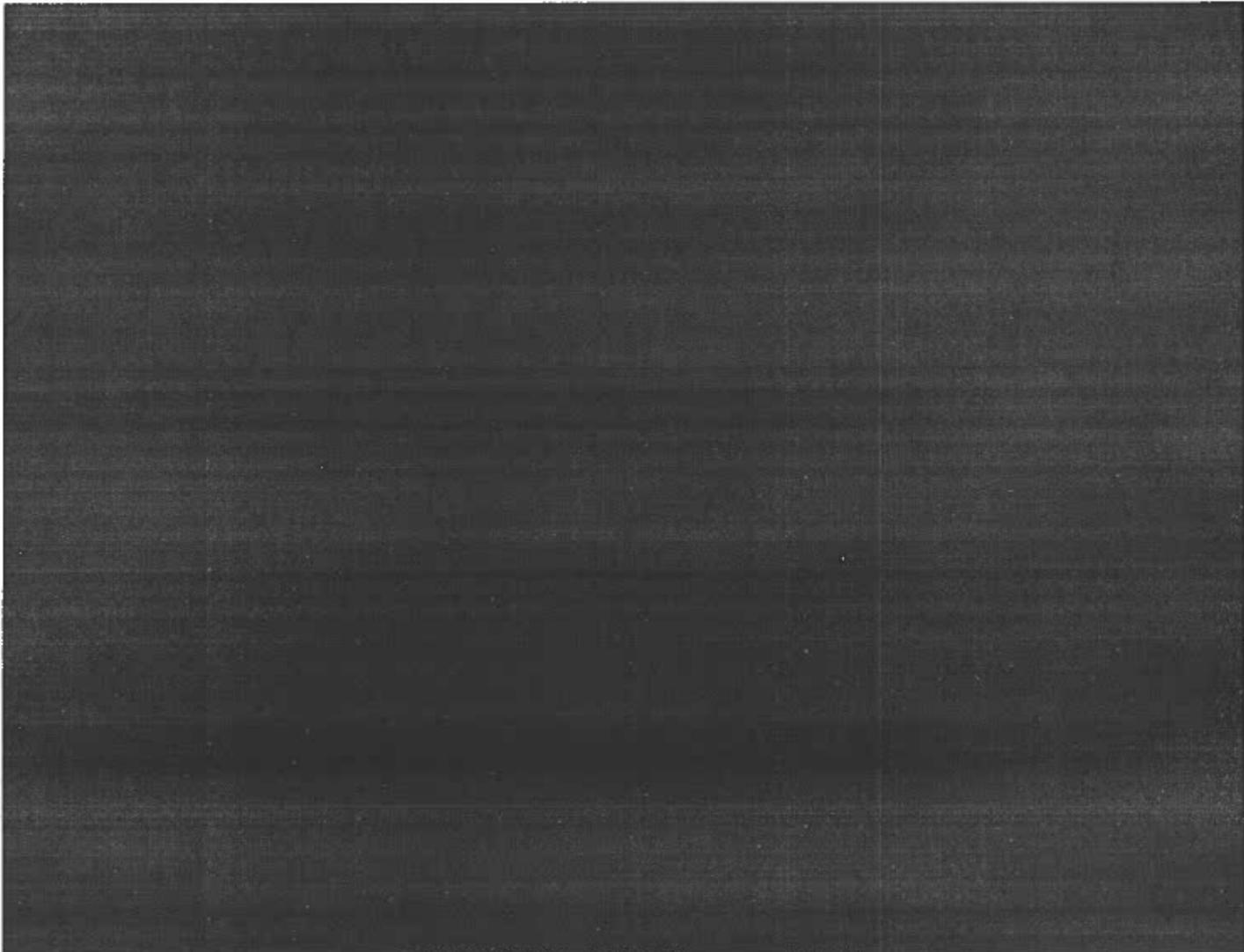
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## INVOICE SUMMARY

*For Professional Services Rendered Through December 31, 2023:*

Matter # 83154.00003  
GENERAL COUNSEL

Current Fees:	\$	<u>15,007.00</u>
Total Current Billings For This Matter:	\$	<u>15,007.00</u>
Balance from Previous Statement:		0.00
Payments and Other Credits Received:		<u>0.00</u>
Prior Outstanding Balance:		0.00
<b>Total Amount Due:</b>	<b>\$</b>	<b><u>15,007.00</u></b>

<u>Date</u>	<u>Description</u>	<u>Hours</u>
		

Associate: ANNE E. BRANHAM

12/07/23	REVIEW FINAL UPDATED KODIAK ROOFING AGREEMENT AND CONFER W/ STAFF RE SAME; BEGIN DRAFTING POS FOR TAP MASTER AND FINEST FOR DISTRICT EQUIPMENT. AND SERVICE AGREEMENTS WITH HDR FOR UTILITIES RATE STUDY AND ACTIVE NETWORK FOR POINT OF SALE SERVICES; ATTEND STAFF MEETING TO DISCUSS CONTRACTS IN THE QUEUE	1.20
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Associate: ANNE E. BRANHAM



<u>Date</u>	<u>Description</u>	<u>Hours</u>
[REDACTED]		

12/28/23	FINAL REVIEW AND EXECUTION OF DOWL SPS #1 CONTRACT; REVIEW AND FINALIZE HDR AGREEMENT FOR UPDATE TO IVGID RATE STUDY SERVICES; REVIEW CORRESPONDENCE AND ADVISE HR DIRECTOR FEORE RE REDACTIONS FOR TIME OFF IN EMPLOYEE RECORDS  Associate: ANNE E. BRANHAM	1.40
12/29/23	EMAIL CORRESPONDENCE WITH ATTY A. BRANHAM RE HDR CONTRACT INSURANCE REQUIREMENTS  Partner: SERGIO RUDIN	0.10
12/29/23	REVIEW HDR SUGGESTED REVISIONS TO AGREEMENT FOR UPDATE TO IVGID RATE STUDY SERVICES AND UPDATE DRAFT AGREEMENT RE SAME; REVIEW CORRESPONDENCE AND ADVISE HR DIRECTOR FEORE RE REDACTIONS FOR TIME OFF IN EMPLOYEE RECORDS  Associate: ANNE E. BRANHAM	1.10

[REDACTED]		
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**Summary of Fees:**

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate/Hr</u>	<u>Amount</u>
SERGIO RUDIN	Partner	27.20	265.00	7,931.50
JOSHUA NELSON	Partner	2.90	265.00	768.50
ANNE E. BRANHAM	Associate	23.80	265.00	6,307.00
		<b>Total Hours:</b>	53.90	
			<b>Total Fees for Professional Services:</b>	<b>\$ 15,007.00</b>
			<b>Total Current Billings For This Matter:</b>	<b>\$ 15,007.00</b>

Indian Wells  
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Los Angeles  
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(916) 325-4000  
San Diego  
(619) 525-1300  
Walnut Creek  
(925) 977-3300  
Washington DC  
(202) 785-0600

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT  
ATTN: SARA SCHMITZ  
893 SOUTHWOOD BOULEVARD  
INCLINE VILLAGE, NV 89451

January 31, 2024  
986363  
JOSHUA NELSON

**Invoice Due and Payable Upon Receipt**  
**PLEASE RETURN THIS COPY WITH YOUR REMITTANCE**

### INVOICE SUMMARY

*For Professional Services Rendered Through December 31, 2023:*

Matter # 83154.00003  
GENERAL COUNSEL

Current Fees:	\$	15,007.00
Total Current Billings For This Matter:	\$	15,007.00
Balance from Previous Statement:		0.00
Payments and Other Credits Received:		0.00
Prior Outstanding Balance:		0.00
<b>Total Amount Due:</b>	<b>\$</b>	<b>15,007.00</b>

### Payment Remittance:

Invoice # 986363

ACH or Wire Electronic Payment (Please Reference Invoice Number):  
Bank of America Corporate Center | 100 North Tryon Street, Charlotte, NC 28255  
ACH Routing #: 121000358 Wire Routing # 026009593 Swift Code: BOFAUS3N  
BBK Account # 14961-50991

Lockbox: Best Best & Krieger LLP | P.O. Box 743074 | Los Angeles, CA 90074-3074  
Courier Delivery Address: Bank of America Lock Box Services | Lockbox 743074 | 2706 Media Center Drive | Los Angeles, CA 90065-1733

Credit Card: Please visit [bbklaw.com/clientpay](http://bbklaw.com/clientpay) to pay by Visa, MasterCard, Discovery or American Express

Please mail 1099 form to: Best Best & Krieger LLP | 3390 University Avenue, 5<sup>th</sup> Floor | P.O. Box 1028 | Riverside, CA 92502

Kristie Wells  
Incline Village resident

Item G.2. on tonight's agenda addresses the Incline Beach House, a dilapidated building that sits on one of the most valuable pieces of land on Lake Tahoe. Improvements to this asset have been brought before the various boards since 2016, and IVGID staff have worked diligently in an attempt to find a path forward to improve and even expand the facility to ensure it meets the needs of community members. Unfortunately, even though we have spent hundreds of thousands of dollars, this project has not moved forward, even an inch, in the last seven years.

This current board has surveyed the community several times in the last year to understand what we want at this location. The feedback has rarely changes – at minimum, we want a modernized facility that serves great food, a bigger bar and seating area, expanded bathrooms, including showers, and improving the traffic flow between people, bikes, and cars at the entrance and exit.

I would like to ask that you approve the Agreements for the 30% Schematic Design for the Incline Beach House Project and the Beach Access Project, and direct the Chair and Secretary to sign and execute the Agreements. This project must move forward without any more delays.

Speaking of agreements, I just learned there isn't one for Bobby Magee, the gentlemen who has been in control of our finances for almost eight months. I am told that there is only a verbal agreement around his role and responsibilities, and for his compensation, which is \$312,000. This is mind blowing to me. You ask staff to bring every single contract to this board for approval, including those on the Agenda tonight for \$15,000 worth of work that will ensure this community has clean drinking water, and to ensure our sewer system is in good working order, but this board doesn't seem to have a problem with someone making \$312,000 a year, and controlling 10s of millions of dollars; working without a legal agreement. There is no non-disclosure. No legal protections for this District. Nothing for Mr. Magee either. This is highly irresponsible of this board to allow this to have happened and shows this community once again, that you have different standards for what is acceptable by you and what is acceptable for staff.

With that said, I am going to assume the lack of a current agreement is a moot point as you will be naming Mr. Magee as General Manager (GM) at the March 6th Special Board of Trustees Meeting. This too, I fear, is a serious mistake.

Based on his current compensation, one could guess that his GM salary will come in around \$500,000 - more than twice what we were paying our previous GM, and it will set an unsustainable precedent for payroll across this entire District. As I have stated before, it sounds like Mr. Magee is doing a great job at managing our finances, but those are not the same skills needed to be a GM who will oversee 100s of personnel and manage the day-to-day operations of a General Improvement District. I am asking you once again, to pick up the recruiting efforts to find candidates who have the real-life experience needed to lead IVGID into the future. Thank you.

Public Records Request 24-32: <https://ivgid.nextrequest.com/requests/24-32>

## Request

**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.

Response from IVGID confirming there is no written agreement with Interim Director of Finance, Bobby Magee:

**Request closed** ^

Public

**PRR 24-032**

Good Afternoon Ms. Wells,

Thank you again for your Public Records request.

The District is committed to making reasonable efforts to focus all requests in a manner that maximizes the likelihood of expeditious disclosure.

The rate of compensation and agreement between IVGID and Mr. Magee and its details that include details that he would cover all of his personal travel expenses related to his position as IVGID Interim Director of Finance was a verbal agreement. (there are no documents responsive to this request)

Baker Tilly - Placement Services Invoice has been provided for your review.

We have provided all records responsive to your request.

Additional Information provided by IVGID via Public Records Request 24-24:  
<https://ivgid.nextrequest.com/requests/24-24>

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Request closed ^

Public

**PRR 24-024**

Good Afternoon Mr. Katz

Thank you for submitting a Public Records Act request to the Incline Village General Improvement District.

The District is committed to making reasonable efforts to focus all requests in a manner that maximizes the likelihood of expeditious disclosure.

**Question:** What is your/your firm's compensation and benefits as interim director of finance for IVGID? And for how long?

**Answer:** *The fully-loaded salaries and benefits budgeted amount for the Finance Director in 2023/24 was \$313,800. Standard consulting contracts for interim placements include a provision for the receiving agency to pay for all travel expenses. In this case, the District offered to pay a flat fully-loaded salary of \$6,000/week, with Mr. Magee absorbing all travel expenses on his own, and no benefits provided. The fully-loaded cost of having the Interim Finance Director in place is \$312,000 annually, which is \$1,800 under the budgeted amount for the position. The initial verbal agreement included Mr. Magee to stay with IVGID while the recruitment for the permanent Finance Director was completed; however, as a successful candidate was not identified, the Board directed Human Resources staff to place the recruitment on hold and requested Mr. Magee to stay with the district until further notice.*

**Question:** Do you/does your firm regularly submit invoices for payment and if so, to whom?

**Answer:** *No invoices are submitted for these services; Mr. Magee is set up in the system as a temporary employee.*

Kristie Wells, Page 5

**Question:** Do you or does your firm have a written agreement with the District that provides therefore? And if so, would you mind sharing it?

**Answer:** *There was no written agreement that was executed as part of this placement. However, former Finance Director Paul Navazio did negotiate the 'Placement Fee' with Baker Tilly for Mr. Magee's services. The invoice is attached.*

**Question:** Were you offered your current position with IVGID via a writing and if so, would you mind sharing it?

**Answer:** *Mr. Magee was not offered the position in writing.*

All records have been released, and your request has been fulfilled.

Bill Kahrs

Incline Village resident

We believe that the policy for approving contracts has been changed. This change is significantly detrimental to the community by causing delays of needed activity

On tonight's agenda are two items under Item F.3 and F.4, the Agreements for Services with Tap Master, for the total amount of \$10,675 and the Agreement for Services for sewage hauling from Sewer Pump Station #10 in the amount of \$5,400.

In accordance with Board Policy 3.1.0. Subsection 0.4, these items are included on the Consent Calendar as it is routine business of the District, and within the currently approved District's fiscal year 2023/24 Operating Budget within the Utility Division 200 Fund.

Why are these even on the agenda when they should have been approved in January before potential weather issues. These are critical updates needed to our infrastructure to ensure this community has clean drinking water and that raw sewage does not leak into Lake Tahoe.

Do you know how many sources of water we have in Incline Village and Crystal Bay? One. ONE!!!! Do you know what would happen if these systems fail? The District is at zero financial risk with these small agreements. These projects should have been done already instead of sitting on an Agenda waiting for Board approval.

Is BBK, legal counsel for the trustees, reviewing every single agreement that is sent to the Board? We need to know this, and will do a PRR for the invoices. I would also expect that the amount of time and money it takes to review and approve these agreements could be more than what the projects are actually valued at. How is this being fiscally responsible?

More to the point, members of this board are not Public Works professionals. The fact that these two agreements, specifically, are waiting to be approved show that the Board does not understand the level of seriousness of these projects. Let the staff, who are the professionals, do what they have to do to protect the District and keep it operating.

I recommend this Board modify Board Policy 3.1.0 Subsection .5 - f: contracts ([https://www.yourtahoeplace.com/uploads/pdf-ivgid/3.1.0\\_Conduct\\_Meetings\\_Board\\_of\\_Trustees\\_Adopted\\_02222023.pdf](https://www.yourtahoeplace.com/uploads/pdf-ivgid/3.1.0_Conduct_Meetings_Board_of_Trustees_Adopted_02222023.pdf) f) and give spending authority back to the General Manager and staff to allow them to do their jobs. Otherwise, things like this this is why members in this community believe the Trustees are micromanaging Staff and driving them out of this District.

Linda Kahrs

Incline Village Resident

Let's talk about GM salaries. In 2022, the online salaries for GID General Managers in Nevada ranged from \$117,000 to over \$200,000. I believe the salary for our previous General Manager (GM) was around \$250,000.

Estimates for Bobby Magee to come in as the new GM is expected to be \$400,000 - \$500,000. How does this make sense?! Especially when we know that Mr. Magee does not live in the County, has never held this position before, as best we can tell, has never led a team of this size, and will need to work remotely at least half of the time - a crucial factor when the GM should be onsite every day restoring faith and trust across the GID. You are paying a premium for an unproven candidate.

To think that Trustees Schmitz, Dent, and Tulloch are pushing to move forward with Magee could be grounds for a lawsuit for flagrant abuse of the District's resources.

This current Board has forgotten the job that they were voted in to do: oversee the well being of the GID, and support the homeowners recreation facilities. Over the past 14 months, this board majority prioritized forcing out long-term employees with historical knowledge, spent 10s on thousands on erroneous investigations and legal fees looking for fraud, which does not exist, and negatively impacted the health and well being of the community.

My closing thoughts: A good GM for IVGID should first and foremost have experience managing a GID and should have demonstrated the following in their career path:

- Visionary Leadership for IVGID
- Strategic Thinking Skills
- Negotiation and Conflict Management Skills
- Team-Building and Interpersonal Skills

Trustees Schmitz, Dent, and Tulloch, as the board majority, you should make this decision based on what is best for this community, not what is best for yourselves.

IVGID does not need a finance person as a GM who is beholden to a small number of Trustees. The District needs a Visionary Leader to report to the entire Board and has all the above qualities, while managing the facilities and staff, and, let's not forget, understand and get to know the community. They should also require that our GM live in the County.

Mr. Magee, I look forward to hearing from you as to why you think you are the perfect candidate for this role. And Trustees, if you are even considering spending this much money, you should advertise the role with this new compensation plan as I expect the candidate pool would be much greater.

Linda Kahrs

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Mr. Magee, I look forward to hearing from you as to why you think you are the qualified candidate for this role and show us how you have met the above skill sets in your career path. Will you be able to think independently and support long term staff who have been targeted by Trustees Schmitz, et al?

And Trustees, if you are even considering spending this much money, you should advertise the role with this new compensation plan as I expect the candidate pool would be much greater.

**MEMORANDUM**

**TO:** Board of Trustees

**FROM:** Bobby Magee  
General Manager

**SUBJECT:** Review, discuss and possibly approve recommended revisions to Board Policy 22.1.0 – Disclosure of External Entity Involvement

**DATE:** March 7, 2024

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**I. RECOMMENDATIONS**

That the Board makes a motion to approve the recommended revisions to Board Policy 22.1.0 – Disclosure of External Entity Involvement

**II. DISTRICT STRATEGIC PLAN**

N/A

**III. BACKGROUND**

On July 12, 2023, the Board of Trustees adopted Policy 22.1.0, requiring Trustees, Audit Committee Members and senior management employees disclose, on a quarterly basis, any qualifying groups to which they are an owner, employee or officer. Senior employees include the General Manager, department heads, and any supervisor with signature authority under policies 21.1.0 or 22.1.0 as identified by the General Manager.

Following the approval of this policy, District staff have identified additional revisions to include the reporting of involvements in Qualifying Entities (as defined in the policy) in which compensation or in-kind compensation is received. Further, District staff have recommended updating the form for ease of reporting.

**VI. ALTERNATIVES**

Decline the proposed edits to the current Policy

**V. ATTACHMENTS**

1. Draft proposed update to Policy 22.1.0 – Disclosure of External Entity Involvement and reporting document
2. Policy 22.1.0 – Disclosure of External Entity Involvement and reporting document to be adopted.



### 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 15<sup>th</sup>, April 15<sup>th</sup>, July 15<sup>th</sup>, and October 15<sup>th</sup> and shall be included in the General Manager’s report or similar item in the next regularly scheduled Board of Trustees meeting after such dates.

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

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

Adopted May 25, 2023  
Revised March 13, 2024

Deleted: identified as

Deleted: , or otherwise supplemented of,

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**Disclosure of External Entity Involvement – Policy 22.1.0**

**Reporting Form**

This reporting form is to be completed by IVGID Trustees, Audit Committee Members, and Senior Management employees and shall be done on a quarterly basis (see the reporting schedule below). 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. The requirements are to report any Qualifying Group to which they are an employee, member of officer, or with whom they receive cash compensation or in-kind compensation (identified as non-monetary benefits that an organization provides to, or otherwise supplemented of, cash compensation). Member of a Qualifying Group does not include simply listing a part affiliation as part of a voter registration or being a parishioner or regular attendee of a church, synagogue, mosque, or other religious group. Qualifying Group, as defined in Policy 22.1.0, is a for profit, not-for-profit, and non-profit associations, businesses, or entities, however organized.

Employee Name: \_\_\_\_\_

Reporting Period: \_\_\_\_\_

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>

Deleted: 0  
Deleted: 1

**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 1-1 to 3-31; due to District Clerk or designee by 4-14  
 Period 4-1 to 6-30; due to District Clerk or designee by 7-14

Original 060823  
Revised 031324



## 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 15<sup>th</sup>, April 15<sup>th</sup>, July 15<sup>th</sup>, and October 15<sup>th</sup> and shall be included in the General Manager’s report or similar item in the next regularly scheduled Board of Trustees meeting after such dates.

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

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

**Disclosure of External Entity Involvement – Policy 22.1.0**

**Reporting Form**

This reporting form is to be completed by IVGID Trustees, Audit Committee Members, and Senior Management employees and shall be done on a quarterly basis (see the reporting schedule below). 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. The requirements are to report any Qualifying Group to which they are an employee, member of 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 part affiliation as part of a voter registration or being a parishioner or regular attendee of a church, synagogue, mosque, or other religious group. Qualifying Group, as defined in Policy 22.1.0, is a for profit, not-for-profit, and non-profit associations, businesses, or entities, however organized.

Employee Name: \_\_\_\_\_

Reporting Period: \_\_\_\_\_

Name of External Entity, Group or Organization:

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

**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 1-1 to 3-31; due to District Clerk or designee by 4-14  
 Period 4-1 to 6-30; due to District Clerk or designee by 7-14

**MEMORANDUM**

**TO:** Board of Trustees

**THROUGH:** Bobby Magee, District General Manager

**FROM:** Kate Nelson, Interim Public Works Director, Jim Youngblood, Utilities Superintendent

**SUBJECT:** Review, Discuss and Possibly Approve the Augmentation and the Appropriation of FY 2023/24 Operating Budget 20002224-7510 in the Amount of \$300,000 from the Utilities Reserve Fund to Cover Costs of Water Main Repairs; **and**, Defunding \$400,000 from the FY 2023/24 CIP #2299DI1702 - Water Pump Sta. 2-1 Improvements, Account Number - 20002299-8120 and Reappropriating \$400,000 to CIP #2299DI2603 - Residential Meter and Electronics Replacement, Account Number - 20002299-7510. to Fund the Procurement of Additional Water Meter Registers and Transponders. (Requesting Staff Member: Interim Director of Public Works Kate Nelson)

**RELATED STRATEGIC PLAN BUDGET INITIATIVE(S):**

**LONG RANGE PRINCIPLE #3 - Finance**

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

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

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

**RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES**

Purchasing Policy for Goods and Services 21.1.0.

**DATE:** March 13, 2024

## **I. RECOMMENDATION**

That the Board of Trustees makes a motion to:

1. Augment and appropriate the FY 2023/24 operating budget 20002224-7510 in the amount of \$300,000 from the utilities reserve fund; and,
2. Defund \$400,000 from the FY 2023/24 CIP #2299DI1702 - Water Pump Sta. 2-1 Improvements, Account Number - 20002299-8120 and reappropriate \$400,000 to CIP #2299DI2603 - Residential Meter and Electronics Replacement, Account Number - 20002299-7510.

## **II. BACKGROUND**

The annual FY 2023/24 operating budget, Utilities Water Transmission Repairs and Maintenance 20002224-7510, appropriated \$190,000. Currently, this FY there have been five water main leaks that have caused substantial damage to either the Washoe County roadways or Nevada State Route 28. During fall 2023, within Nevada State Route 28 right-of-way, a water main leak was repaired by Q & D Construction, which was working on NDOT's SR 28 Reconstruction project and already in the process of paving that section of the highway. The cost of this repair was \$40,175.55. Currently, there is a leaking waterline valve adjacent to the Christmas Tree Village shopping center that will need to be repaired as well. Public Works staff is currently soliciting bids for this work to occur in March 2023 and the reinstatement of the roadway surface will be completed once the asphalt plants start back up for the construction season. The cost of the repair and roadway surface reinstatement is unknown at this time.

There were four other water main leaks within Washoe County roadways. To date, IVGID has paid a total of \$90,437.00 in road cut permit fees for three of the leaks that caused damage to the Washoe County roads. On February 29, 2024, a large water leak in the vicinity of 834 Tyner occurred and damaged a substantial portion of Tyner Way. IVGID will receive a road cut permit fee from Washoe County once the road reconstruction is completed. Each year, Public Works budgets for these types of expenses, but it is unknown what the impact of these repairs will be. These expenditures along with other operating purchases have resulted in insufficient funding in this account. Public Works is requesting a total of \$300,000 be moved from the Utility Reserve Fund and appropriated to Account #20002224-7510.

In the approved FY 2023/24 CIP budget (BOT Meeting May 25, 2023 Item G.7 and G.9), CIP #2299DI1702 Water Pump Station 2-1 Improvements has an amount of \$400,000 appropriated. This project has not been a top priority for the Engineering team to move forward because of changes in staffing levels as well as the pending Utility Masterplan report being completed in FY 2023/24. Based on the findings of the Utility Masterplan, this work may or may not be re-budgeted within the next 5 year CIP.

The approved CIP Expense Budget #2299DI2603, Residential Meter and

Electronics Replacement (Board of Trustees Meeting 5/25/2023, Item G.7 & G.9) appropriated \$150,000. Within that 5 year CIP plan, the project is a multi-year project with an estimated \$250,000 to be allocated in FY 2025, 2026, 2027, and 2028. This project is to replace residential meter registers and transponders that have reached the end of the batteries useful life, which is 10 years. These units are used on a monthly basis to capture the water use reads from the water meters, which are then downloaded into the billing system for billing purposes.

Currently, the District's equipment is experiencing a die off rate of approximately between 70 and 100 units each month. When these units die they no longer transmit, and the meters must be manually read, and manually input into the system. These items have a long lead time and for that reason, Public Works Staff is requesting that the unused funds from the FY 2023/24 CIP #2299DI1702 - Water Pump Sta. 2-1 Improvements project be reappropriated to CIP #2299DI2603 - Residential Meter and Electronics Replacement project. This will allow staff to purchase enough meter registers and transponders to keep up with the amount of meter registers and transponders that are dying each month.

### **III. BID RESULTS**

All work associated with the waterline leak repairs were completed under Board Policy 21.1.0 Purchasing Policy for Goods and Services; Section 3.1 Exceptions to Competitive Solicitation Requirement A. Emergency contracts required to mitigate or prevent the imminent loss of life or property, or the imminent disruption of business operations.

The material purchase for Badger Meter Mobile AMR Meters and Endpoints that are compatible with the District's existing water meter reading system. Staff brought forward a purchase of 600 residential units at the Board of Trustee's August 30, 2023 (Item G.8) meeting where the Trustees found the purchase to be exempt from competitive bidding for the following reasons: Nevada Revised Statute (NRS) 332.115.1.(d), (i), and (j).

### **IV. FINANCIAL IMPACT AND BUDGET**

The number and severity of waterline leaks during the first 7 months of FY 2023/24 has exhausted the appropriated amount of \$190,000 within operating budget 20002224-7510. The FY is not over and in order to cover additional repairs to water transmission mains, PW Staff is requesting that a total of \$300,000 from the Utility Reserve Fund augment the FY 2023/24 operating budget 20002224-7510.

Staff is requesting that FY 2023/24 CIP #2299DI1702 - Water Pump Sta. 2-1 Improvements, Account Number - 20002299-8120 be defended in the amount of \$400,000 and that same amount be reappropriated to CIP #2299DI2603 - Residential Meter and Electronics Replacement, Account Number - 20002299-7510 in order to provide the ability to purchase additional meter registers and transponders to keep up with the number of replacements required each month.

### **V. ALTERNATIVES**

The Board of Trustees not approve the defunding of FY 2023/24 CIP #2299DI1702 - Water Pump Sta. 2-1 Improvements, Account Number - 20002299-8120 and reappropriation \$400,000 to CIP #2299DI2603 - Residential Meter and Electronics Replacement, Account Number - 20002299-7510. This would adversely impact the efficiency of meter reading and utility billing.

**VI. COMMENTS**

**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**

None

**IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES**

**MEMORANDUM**

**TO:** Board of Trustees

**THROUGH:** Bobby Magee, District General Manager

**FROM:** Kate Nelson, Interim Public Works Director, Jim Youngblood, Utilities Superintendent

**SUBJECT:** Review, Discuss and Possibly Approve the Agreement for Services for Water Resource Recovery Facility Controller, Nitrite/Nitrate/Ammonia Sensors and Related Hardware - FY 2023/24 Public Works; Utilities; Sewer; CIP #2599SS1102 Water Resource Recovery Facility Improvements; Vendor: Xylem dba YSI Incorporated, in the Amount of \$135,800.00 **and** Appropriate \$8,000 from the Utility Reserve Fund to CIP #2599SS1102 Water Resource Recovery Facility Improvements for the FY 2023/24 Budget. (Requesting Staff Member: Interim Public Works Director Kate Nelson).

**RELATED STRATEGIC PLAN BUDGET INITIATIVE(S):**

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

The District will practice perpetual asset renewal, replacement and improvement to provide safe and superior long term utility services and recreation venues, facilities, and services. Maintain, renew, expand and enhance District infrastructure to meet the capacity needs and desires of the community for future generations.

**RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES**

Ordinance No. 2: Sewer; Purchasing Policy for Goods and Services 21.1.0

**DATE:** March 13, 2024

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**I. RECOMMENDATION**

That the Board of Trustees makes a motion to:

1. Make the following findings: The District's purchase of the following Water Resource Recovery Facility equipment: Xylem DBA YSI Incorporated, Optical UV Nitrite/Nitrate/Ammonia sensors and 20 channel terminal controller and related hardware are exempt from competitive solicitation for

- the following reasons: NRS 332.115.1 (c) and (d); and,
2. Approve the Agreement for Services with Xylem DBA YSI Incorporated for the total amount of \$135,800.00; and,
  3. Augment the FY 2023/24 CIP #2599SS1102 Water Resource Recovery Facility Improvements by appropriating \$8,000 from the Utility Reserve Fund; and,
  4. Direct the Interim Director of Public works to sign and execute the Agreement.

## **II. BACKGROUND**

The Public Works staff is responsible for analyzing, treating, tracking, and reporting all wastewater in accordance with Nevada Department Of Environmental Protection (NDEP) Discharge Permit requirements at the Water Resource Recovery Facility (WRRF). These sensors, controller and related hardware allow staff to change the traditional high flow (May through December) treatment structure from a two basin parallel flow to a three basin series flow on either the north and/or south basins. This change accommodates the loading and higher flows coming into the plant during this timeframe. Under the current treatment process, nitrification is occurring in the clarifiers as opposed to in the aeration basins. Fine nitrification bubbles rise to the surface in the clarifiers, bringing with them solids from the bottom of the clarifiers to the surface. When this occurs under high flow and warm weather conditions, the solids flow out of the clarifiers and into the effluent channel. As this occurs, the Total Suspended Solids (TSS) in the effluent rises and there is a chance the District could violate the NDEP Discharge Permit. The permit limits for TSS are 45mg/l/day and 30mg/l/monthly average. In the past, the District has recorded a 42mg/l/day and 20 mg/l/monthly average.

This improved process will allow nitrification to take place in the aeration basins as opposed to the clarifiers, resulting in better treatment of the influent, reducing the amount of sodium hypochlorite needed to treat the final effluent and reducing the risk of exceeding the NDEP Discharge permit limits. These sensors will monitor the nitrite/nitrate/ammonia in basins to verify the treatment process in basins is occurring correctly (nitrification has occurred) and not sending non-denitrified influent to the clarifiers. The new controller will send and save the trends to the SCADA Historian for future reference and reporting, along with providing real-time data.

This equipment is sold and serviced by Xylem DBA YSI Incorporated with a regional sales/service manager in Eldorado Hills, California. providing ease of servicing and/or repairs as needed. They will also provide the District with backup units as needed. There is one other supplier, HACH. However, HACH currently has a "Quality Hold" on all items with no projected release date.

The purchase of these items are included and approved within the District's FY 2023/24 Capital Improvement Plan (CIP) within the Utility Division 200 Fund;

however, due to a current encumbrance, an augmentation is being requested.

**III. BID RESULTS**

The proposed agreement is in compliance with the District's Purchasing Policy for Goods and Services, Policy 21.2.0 and NRS 332.115.1 (c) and (d). This purchase is exempt from competitive solicitation requirements and Staff did not seek competitive bids in accordance with: NRS 332.115-1. Contracts which by their nature are not adapted to award by a competitive solicitation, including contracts for:(c) Additions to and repairs and maintenance of equipment which may be more efficiently added to, repaired or maintained by a certain person and (d) Equipment which, by reason of the training of the personnel or of an inventory of replacement parts maintained by the local government, is compatible with existing equipment.

**IV. FINANCIAL IMPACT AND BUDGET**

The District's CIP Budget for the (200 Utility Fund) in FY 2023/24 includes funding for the WRRF Improvements, CIP #2599SS1102. The table below summarizes the approved budget and associated project costs.

CIP Budget FY 2023/24 - 200 Utility Fund	
\$175,000 + \$92,561 Carry Forward =	\$267,561
Encumbered PO for Repair/Reconditioning of two Centrifuges at the WRRF (Contract: Centrysis - BOT 12/13/23 Item G.6)	\$171,880
Actual Cost for Repair/Reconditioning - 1st Centrifuge	(\$53,480)
WRRF Controller Nitrite/Nitrate/Ammonia Sensors CIP #2599SS1102; Contract: Xylem dab YSI Inc.	\$135,800
Sub Total	\$275,220
Total Remaining Budget	(\$7,659)

One of the centrifuges has been repaired and the District will not know the amount of the second repair until later in May. Therefore, in order to purchase this lab equipment, it is necessary to augment the budget.

**V. ALTERNATIVES**

The District Board of Trustees may defer or delay the purchase of the optical UV nitrite/nitrate/ammonia probes and 20 channel terminal controller and related hardware.

**VI. COMMENTS**

In conclusion:

1. This equipment purchase of the optical UV nitrite/nitrate/ammonia probes and 20 channel terminal controller and related hardware will improve the treatment process of the influent, resulting in the reduction of Sodium Hypochlorite added to the effluent.
2. The proposed agreement is in compliance with the District's Purchasing

Policy for Goods and Services, Policy 21.1.0 and NRS 332.115 -1 (c) and (d). This purchase is exempt from competitive solicitation requirements.

3. The agreement between Xylem dba YSI Incorporated and the District 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. However, by purchasing the new equipment, the District will save money by reducing the amount of sodium hypochlorite added to the effluent.

## **VIII. ATTACHMENTS**

1. Agreement for Services for WWRF Controller Sensors\_YSI

## **IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES**

# INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT SERVICE AGREEMENT

## 1. PARTIES AND DATE.

This Agreement is made and entered into as of 3/14/2024, by and between the Incline Village General Improvement District, a Nevada general improvement district (“District”) and Xylem, Inc., dba YSI, Inc., a corporation with its principal place of business at 1700/1725 Brannum Lane, in Yellow Springs, Ohio (“Consultant”). The District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

## 2. RECITALS.

2.1 District. District is a general improvement district organized under the laws of the State of Nevada, with power to contract for services necessary to achieve its purpose.

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain equipment removal, repair and re-installation services required by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing removal, repair and re-installation services for wastewater treatment equipment to public clients, is licensed in the State of Nevada, and is familiar with the plans of District.

2.3 Project. District desires to engage Consultant to render materials and services for the following project:

Mobilizing personnel and necessary equipment to the job site (IVGID’s Water Resource Recovery Facility at 1250 Sweetwater Road in Incline Village, Nevada), assist staff with the installation and calibration of the nitrite/nitrate sensors, controller and related hardware. Verifying with staff the proper operation of the equipment (“Project”).

## 3. TERMS.

### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the services necessary for the Project, described in Exhibit A, attached hereto and made a part hereof by this reference (“Services”). All Services shall be subject to, and performed in accordance with this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. The District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit A.

3.1.2 Term. The term of this Agreement shall be from March 14, 2024 to July 31, 2024, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project.

### **3.2 Responsibilities of Consultant.**

3.2.1 Control and Payment of Subordinates; Independent Consultant. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement and such directions and amendments from District as herein provided. The District retains Consultant on an independent Consultant basis and not as an employee. No employee or agent of Consultant shall become an employee of District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the District to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the District's approval.

3.2.4 Substitution of Key Personnel. Consultant has represented to the District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence subject to the District's written approval. In the event that the District and Consultant cannot agree as to the substitution of key personnel, the District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the District.

3.2.5 District's Representative. The District hereby designates Jim Youngblood, or his designee, to act as its representative for the performance of this Agreement ("District's Representative"). The District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the District's Representative or his designee.

3.2.6 Consultant's Representative. . Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement.

The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District's staff, Consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of Nevada. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a Washoe County Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-Consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. If required, Consultant shall assist District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies. Consultant shall be liable for all violations of local, state and federal laws, rules and regulations in connection with the Project and the Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold the District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any

subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the District that the subconsultant has secured all insurance required under this Section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance meeting the requirements set forth herein. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 combined single limit (each accident) for bodily injury and property damage; and (3) *Industrial Insurance*: Workers' Compensation limits as required by the Labor Code of the State of Nevada. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

Requirements of specific coverage or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement. Defense costs shall be payable in addition to the limits.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(A) Commercial General Liability. The commercial general liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its sub-Consultants.

(B) Automobile Liability. The automobile liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed

by the Consultant or for which the Consultant is responsible; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its sub-Consultants.

(C) Industrial (Workers' Compensation and Employers Liability) Insurance. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Consultant shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.6 Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The District in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

3.2.10.7 Verification of Coverage. Consultant shall furnish the District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District

reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.8 Subconsultants. Consultant shall not allow any subconsultants or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this Section. Policies of commercial general liability insurance provided by such subconsultants or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subconsultants or subconsultants.

3.2.10.9 Compliance With Coverage Requirements. If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may terminate this Agreement for cause.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

### 3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement in accordance with the Schedule of Charges set forth in Exhibit B, attached hereto and incorporated herein by reference. The total compensation to be provided under this Agreement shall not exceed **One Hundred Thirty-Five Thousand Eight Hundred Dollars (\$135,800.00)** without written approval of District's Board. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to District a monthly itemized invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services and supplies provided since the initial commencement date of Services under this Agreement, and since the start of the subsequent billing periods, through the date of the invoice. Invoices shall be sent to [ap@ivgid.org](mailto:ap@ivgid.org). District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized under Exhibit B, or otherwise in writing by the District.

3.3.4 Extra Work. At any time during the term of this Agreement, the District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by the District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the District's Representative. Where Extra Work is deemed merited by the District, an amendment to the Agreement shall be prepared by the District and executed by both Parties before performance of such Extra Work, or the District will not be required to pay for the changes in the scope of work. Such amendment shall include the change in fee and/or time schedule associated with the Extra Work. Amendments for Extra Work shall not render ineffective or invalidate unaffected portions of this Agreement.

### 3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain accurate and complete books, documents, accounting records and other records pertaining to the Services for six (6) years (or longer as required by applicable law) from the date of final payment under this Agreement. Consultant shall make such records available to the District for inspection, audit, examination, reproduction, and copying at Consultant's offices at all reasonable times. However, if requested, Consultant shall furnish copies of said records at its expense to the District, within seven (7) business days of the request.

### 3.5 General Provisions.

#### 3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. The District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to the District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation for termination of this Agreement by District except for the amounts authorized herein.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, the District may require Consultant to provide all finished or unfinished Documents and Data (defined below) and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**District**

Incline Village General Improvement District  
893 Southwood Blvd.  
Incline Village, NV 89451  
Attn: Jim Youngblood

**Consultant**

Xylem, Inc., dba YSI, Inc.  
1725 Brannum Lane  
Yellow Springs, OH 45387  
Attn: Douglas Grant

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data. All source code, reports, programs, manuals, disks, tapes, and any other material prepared by or worked upon by Consultant for the Services shall be the exclusive property of the District, and the District shall have the right to obtain from Consultant and to hold in District's name copyrights, trademark registrations, patents, or whatever protection Consultant may appropriate to the subject matter. Consultant shall provide District with all assistance reasonably required to perfect the rights in this subsection.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of the District, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use the District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the District.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and Consultants arising out of or in connection with the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages, expert witness fees, and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided, including correction of errors and omissions. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials officers, employees, agents or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of Nevada. Venue shall be in Washoe County.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 District's Right to Employ Other Consultants. The District reserves right to employ other Consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.5.14 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to the District include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.15 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.16 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.17 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

3.5.22 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.23 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.24 Limitation of Liability. The District does not and will not waive and expressly reserves all available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages.

3.5.25 Non-Appropriations. The District may terminate this Agreement, effective immediately upon receipt of written notice on any date specified if for any reason the District's funding source is not appropriated or is withdrawn, limited, or impaired.

3.5.26 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services. Consultant shall not discriminate against any person on the grounds of race, color, creed, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin or any other status protected under any

applicable law. Consultant is not currently engaged in, and during the duration of the Agreement shall not engage in, a Boycott of Israel. The term “Boycott of Israel” has the meaning ascribed to that term in NRS 332.065. Consultant shall be responsible for all fines, penalties, and repayment of any State of Nevada or federal funds (including those that the District pays, becomes liable to pay, or becomes liable to repay) that may arise as a direct result of the Consultant’s non-compliance with this subsection.

3.5.27 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.28 Whistleblower Provisions. This Agreement is not intended to and will not preclude Consultant’s employees from exercising available rights under the District’s Whistleblower Policy and associated procedures for reporting suspected misconduct, as that term is defined in the Whistleblower Policy. All reports of suspected misconduct will be handled by the District in accordance with the Whistleblower Policy.

**[Signatures on Following Page]**

**SIGNATURE PAGE  
TO  
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT  
SERVICES AGREEMENT**

**OWNER:**

**CONSULTANT:**

**Agreed to:**

**Agreed to:**

By: \_\_\_\_\_

Kate Nelson, P. E.  
Interim Director of Public Works

\_\_\_\_\_  
*Date*

By: Stephen Wortendyke

Digitally signed by Stephen  
Wortendyke  
Date: 2024.03.07 09:28:35 -07'00'

*Signature of Authorized Agent*

Stephen A. Wortendyke, National Sales Manager

*Print or Type Name and*

*Title* March 6, 2024

\_\_\_\_\_  
*Date*

**Reviewed as to Form:**

\_\_\_\_\_  
Sergio Rudin  
District General Counsel

\_\_\_\_\_  
*Date*

**SERVICES AGREEMENT**

**EXHIBIT A**

**CONSULTANT'S PROPOSAL**



Quote Number: B238790  
Quote Created: 2024 Feb 07  
Quote Expiration Date: 2024 Dec 31

**Quote Prepared For:**

Troy Sanders  
Incline Village  
1250 Sweetwater Road  
Incline Village, NV 89451  
(775) 832-1290  
tas@ivgid.org

Prepared by: Douglas Grant  
Cell Phone: +1 9169367548  
Email: douglas.grant@xylem.com

**NOTICE:**

The following pricing is proprietary and confidential information. Neither this document nor its contents may be revealed or disclosed to unauthorized persons or sent outside the institution without prior permission from Xylem Inc.

## Proposal Summary

### Controllers

The following items have been grouped together.

#	Part Number	Description	List Price USD	Qty	Ext. Price USD
1	470024Y	System 2020 3G - 20 Channel Terminal/Controller with 6 Current outputs, power supply 100-240 VAC & USB interface. 5 available IQ Sensor Net Connections	\$3,925.00	1	\$3,925.00
2	480015Y	Output Module, IQ, 6 Analog outputs. 2 IQ Sensor Net Connections	\$1,130.00	2	\$2,260.00
3	480014Y	Output Module, IQ, 3 Analog and 3 Relay. 2 IQ Sensor Net Connections	\$870.00	1	\$870.00
4	480004Y	Power Supply Module, IQ, 100-240 VAC, 18 Watts. 3 IQ Sensor Net Connections.	\$540.00	2	\$1,080.00
<b>Subtotal</b>					<b>\$8,135.00</b>

### Sensors

The following items have been grouped together.

#	Part Number	Description	List Price	Qty	Ext. Price
1	481 056YM	Nitravis 701 IQ NI	\$18,815.00	4	\$75,260.00
2	107 072YK	AmmoLyt Plus IQ SensorNet Ammonium ISE probe complete w/ Reference Electrode, Ammonium & Potassium Electrodes	\$6,370.00	6	\$38,220.00
<b>Subtotal</b>					<b>\$113,480.00</b>

### Mounting and Hardware

The following items have been grouped together.

#	Part Number	Description	List Price	Qty	Ext. Price
1	480008Y	Passive Junction Box IQ, 4 IQ Sensor Net Connections	\$325.00	10	\$3,250.00
2	109284Y	Sun shield for outdoor installation of junction boxes	\$105.00	10	\$1,050.00
3	109279Y	Pipe mounting of boom or pendulum, with pivot	\$225.00	10	\$2,250.00
4	109272Y	SensoClean Swing mounting assembly, boom length 1.5 m	\$215.00	10	\$2,150.00
5	109320Y	Sensor holder with handle for IQ sensors	\$100.00	6	\$600.00

#	Part Number	Description	List Price	Qty	Ext. Price
6	481073Y	Horizontal mounting kit for UV/VIS probes with Swing mount EH/F 170	\$190.00	4	\$760.00
7	480044Y	Sensor Connection cable, IQ, 15 m, 49.2 ft	\$200.00	10	\$2,000.00
8	480070Y	IQ Cable, 2 Wire w/Shield, 250 Meter Roll (820 ft.)	\$2,125.00	1	\$2,125.00
<b>Subtotal</b>					<b>\$14,185.00</b>

<b>Grand Total (in USD)</b>	<b>\$135,800.00</b>
-----------------------------	---------------------

Terms **FOB**      Net **30**  
Origin



**MEMORANDUM**

**TO:** Board of Trustees

**THROUGH:** Bobby Magee, District General Manager

**FROM:** Mike Gove, Director of IT/IS, Adam Cripps

**SUBJECT:** Review, Discuss and Possibly Authorize Staff to Execute an Agreement with Active Network for a Point of Sale Software Assessment in the Not to Exceed Amount of \$267,500 **and** Approve the Augmentation of the FY23/24 Operating Budget and Additional Appropriation in the amount of \$227,375 from the Community Services Fund Balance (Fund 300) and FY23/24 Operating Budget Augmentation and Appropriation in the Amount of \$40,125 from the Beach Fund Balance (Fund 390). (Requesting Staff Member: Director of Information Technology Mike Gove and Assistant Director of Finance Adam Cripps **and** Requesting Trustee: Sara Schmitz)

**RELATED STRATEGIC PLAN BUDGET INITIATIVE(S):**

**LONG RANGE PRINCIPLE #3 - Finance**

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

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

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

**RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES**

Purchasing Policy for Goods and Services 21.1.0.

**DATE:** March 13, 2024

## **I. RECOMMENDATION**

Discuss and Possibly Authorize Staff to Execute an Agreement with Active Network for a Point of Sale Software Assessment in the Not to Exceed the Amount of \$267,500 **and** Approve the Augmentation of the FY23/24 Operating Budget and Additional Appropriation in the Amount of \$227,375 from the Community Services Fund Balance (Fund 300) and Approve the Augmentation of the FY23/24 Operating Budget and Additional Appropriation in the Amount of \$40,125 from the Beach Fund Balance (Fund 390). (Requesting Staff Member: Director of Information Technology Mike Gove and Assistant Director of Finance Adam Cripps **and** Requesting Trustee: Sara Schmitz)

## **II. BACKGROUND**

Staff and the Board have had several discussions about the need to update the District's Point of Sale Systems and the need to bring them up to today's standards for security, operational efficiencies, resident and guest experience, and consolidation of the backend resident/customer data. Through these discussions with Staff and Board members, this project was brought forth as a priority that would be supported on an accelerated timeline.

On August 9<sup>th</sup>, the Board of Trustees authorized Staff to work with Trustee Schmitz to prepare and solicit formal proposals for a Point of Sale System Assessment and Restructure. Staff and Trustee Schmitz prepared an RFP for a two phased project. The first phase would be an assessment of the current POS systems, with the ultimate goals being security improvements, consolidation and improved customer flows for both resident and non-resident guests, with the ultimate goal to have a budget and development road-map being provided. Phase two of this project will be the implementation and delivery of phase one including any needed software implementations, integrations, custom development, and project management and oversight.

On August 25<sup>th</sup> the Point of Sale System RFP was posted to the District Website and planetbids.com with the deadline for submittals being October 4<sup>th</sup>. The District received 3 proposals, of which 3 interviews were performed with Trustee Schmitz and Key Staff from both the Venues and the IT department. From those interviews, Staff and Trustee Schmitz determined that the proposal from Active Networks will be the selected recommendation for the Board's approval.

Active Networks has an established working relationship with the District that goes back to 2015 when RTP an Active Networks product was selected to be the Diamond Peak and Food & Beverage department's Point of Sale System. In addition to their working knowledge of Diamond Peak and Food & Beverage, Active Networks has also been more recently involved with District operations in 2021 when they implemented a new Web Store and connection to the District's Parcel Master Software "Capstone", this project allowed them to be directly involved with some of the District's resident guest's operations such as punch cards and resident pricing at the Venues.

Active Networks Proposal has addressed all of the required areas of the RFP and their responses to the District’s interview questions proved they are capable of delivering a consolidated, secure, up to date customer experience for the District’s residents and non-resident guests. This coupled with their vast experience working in the resort lifestyle Point of Sale Software Industry make them the best fit for the District’s needs.

The next step staff is seeking is the Board's authorization to proceed with the agreement that has been negotiated with Active and District Legal Counsel as well as approve the funding appropriations in the amounts of \$227,375 from the Community Services Fund Balance and \$40,125 from the Beach Fund Balance which is described in the table below.

<b>Fund Allocations</b>	<b>Appropriation</b>	<b>Percentage</b>
Beaches Fund	\$227,375	85%
Community Services Fun	\$40,125	15%
<b>Total</b>	<b>\$267,500</b>	

**III. BID RESULTS**

Although this item is not subject to competitive bidding within the meaning of Nevada Revised Statutes 332.115 as described in subsection (b),(h)

- 1. Professional Services
- 2. Software for Computers

Staff with the support of the Board and Trustee Schmitz made the determination to utilize the RFP process to solicit the project. On August 25th, the Point of Sale System RFP (attached to this memo) was posted to the District Website and planetbids.com with the deadline for submittal being October 4<sup>th</sup>. The District received 3 proposals, of which 3 interviews were performed.

Included as attachments to this memo are the three (3) proposals, as well as their associated expected costs and associated timelines outlined in the following table:

Firm	Estimated Time Frame	Expected Cost
Active Networks	18 Weeks	\$272,500
Moss Adams	5 to 7 Months	\$85,000 to \$105,000 *plus expenses
Luxoft	8 Weeks	\$413,546

**IV. FINANCIAL IMPACT AND BUDGET**

This item was not defined in the FY24 budget. As such, the additional funds will need to be appropriated from the Community Services and Beach fund balances. The result of the assessment could impact services from operational centers in both funds. District staff estimates the correlating usage of the current point of sale systems to be split at 85% Community Services fund and 15% Beach Fund.

**V. ALTERNATIVES**

This project could be placed on hold until FY25, when staff will need to re-budget the project and return to the Board for approval in the FY24/25 operating budget.

**VI. COMMENTS**

**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. IVGID Professional Services Agreement Active Network [all legal changes incorporated]
2. IVGID - RFP - PointOfSale- Final
3. RFP Response Active Network LLC
4. Proposal Point of Sales System - Luxoft
5. Moss Adams - Point of Sale Proposal for IVGID - October 2023

**IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES**

# **INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT PROFESSIONAL SERVICES AGREEMENT**

## **1. PARTIES AND DATE.**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between the Incline Village General Improvement District, a Nevada general improvement district (“District”) and Active Network, LLC, a Delaware limited liability company with its principal place of business at 5850 Granite Parkway, Suite 1200, Plano, Texas 75024 (“Consultant”). The District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.” This Professional Services Agreement, together with the Technology Point of Sale License Agreement Contract #00060193 between the Parties dated as of April 30, 2015 (as amended from time to time) collectively forms the Agreement between the Parties.

## **2. RECITALS.**

2.1 District. District is a general improvement district organized under the laws of the State of Nevada, with power to contract for services necessary to achieve its purpose.

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services requested by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing point-of-sale assessment and implementation services to public clients, and is familiar with the plans of District.

2.3 Project. District desires to engage Consultant to render professional services for the following project:

Assessment of the current District technical environment, including all point-of-sale and financial software for all recreation venues, and delivery of a written recommended transition and implementation plan to achieve the District’s desired point-of-sale system capabilities (the "Project").

## **3. TERMS.**

### **3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the point-of-sale and software assessment and implementation services necessary for the Project (“Services”). The types of services to be provided are more particularly described in Exhibit A, Scope of Services, attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with this Agreement, the exhibits attached hereto and incorporated herein by reference. The District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit B.

3.1.2 Term. The term of this Agreement shall begin on initiation of the project and is expected to last a total of 16 weeks, unless earlier terminated as provided herein.

### **3.2 Responsibilities of Consultant.**

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement and such directions and amendments from District as herein provided. The District retains Consultant on an independent contractor basis and not as an employee. No employee or agent of Consultant shall become an employee of District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the District to proceed ("Notice to Proceed"). Specific timelines for performance of the phases of the Services are set forth in Exhibit C, Activity Schedule, attached hereto and incorporated herein by reference. The Notice to Proceed shall set forth the date of commencement of work.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the District's acceptance as it pertains to deliverables outlined in this SOW.

3.2.4 Substitution of Key Personnel. Consultant has represented to the District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the District. The key personnel for performance of this Agreement are as follows: Bardya Ariana and Geordan Reid.

3.2.5 District's Representative. The District hereby designates Mike Gove, or his or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). The District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Geordan Reid, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representatives"). Consultant's Representatives shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representatives shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District's staff, consultants and other staff between 8am to 4pm PST, Monday-Friday, excluding North American holidays, and are subject to availability, excluding the production migration which will occur after business hours.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Deleted.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this Section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this Section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance meeting the requirements set forth herein. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 combined single limit (each accident) for bodily injury and property damage; (3) *Industrial Insurance*: Workers' Compensation limits as required by the Labor Code of the State of Nevada; and (4) *Professional Liability/Errors and Omissions*: Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of three (3) years following completion of the Services, professional liability/errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 per claim. "Covered Professional Services" as designated in the Professional Liability/Errors and Omissions policy must specifically include work performed under this Agreement.

Requirements of specific coverage or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement. Defense costs shall be payable in addition to the limits.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(A) Commercial General Liability. The commercial general liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(B) Automobile Liability. The automobile liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its

directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants..

(C) Industrial (Workers' Compensation and Employers Liability) Insurance. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District.

3.2.10.6 Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The District in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

3.2.10.7 Verification of Coverage. Consultant shall furnish the District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received by the District before work commences.

3.2.10.8 Deleted.

3.2.10.9 Compliance With Coverage Requirements. If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may terminate this Agreement for cause..

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

### **3.3 Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement in accordance with the Schedule of Charges set forth in Exhibit B, attached hereto and incorporated herein by reference. The total compensation to be provided under this Agreement shall not exceed Two Hundred Sixty Seven Thousand and Five Hundred Dollars (\$267,500.00) without written approval of District's Director of Information Systems and Technology. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall invoice the District based on the milestones outlined in Exhibit B (including in particular Exhibit B.1).

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized under Exhibit B, or otherwise in writing by the District.

3.3.4 Extra Work. At any time during the term of this Agreement, the District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by the District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the District's Representative. Where Extra Work is deemed merited by the District, an amendment to the Agreement shall be prepared by the District and executed by both Parties before performance of such Extra Work, or the District will not be required to pay for the changes in the scope of work. Such amendment shall include the change in fee and/or time schedule associated with the Extra Work. Amendments for Extra Work shall not render ineffective or invalidate unaffected portions of this Agreement.

3.3.5 Taxes. The prices in this Agreement do not include Taxes. The District is responsible for and agrees to pay any and all Taxes. If the District is tax-exempt, the District will send Consultant a copy of its valid tax-exempt certificate (or, as applicable, its reseller's certificate) prior to execution. The District is solely responsible for determining which, if any, Taxes apply to the District's use of the Professional Services and for collecting, remitting, and reporting the correct amounts of all such Taxes to the applicable governmental authorities, even if Consultant provides the District with tools that assist the District in doing so. In the event that a governmental authority requires Consultant to pay any Taxes attributable to the District's use of the Professional Services, the District agrees to defend, indemnify, and hold Consultant harmless from all such Taxes and all costs and expenses related thereto. For the purpose of this Agreement, "Taxes" means any and all applicable taxes, including sales, use, excise, withholding, assessments, stamp, transfer, value-added, duties, tariffs, export charges, import charges, and other taxes or

assessments (however designated) imposed by any foreign, federal, provincial, state, or local governmental authority upon or applicable to the Professional Services arising out of this Agreement, other than those based on Consultant's net income.

### **3.4 Accounting Records.**

3.4.1 Maintenance and Inspection. Consultant shall maintain accurate and complete books, documents, accounting records and other records pertaining to the delivery of the Services contemplated under this Agreement for six (6) years (or longer as required by applicable law) from the date of final payment under this Agreement. Consultant shall make such records available to the District for inspection, examination, reproduction, and copying at Consultant's offices upon seven (7) business days prior written notice. However, if requested, Consultant shall furnish copies of said records at its expense to the District, within seven (7) business days of the request.

### **3.5 General Provisions.**

#### **3.5.1 Termination of Agreement.**

3.5.1.1 Grounds for Termination. Either Party may terminate this Agreement immediately upon written notice: (a) in the event that the other Party commits a non-remediable material breach of this Agreement, or (b) if the other Party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within fifteen (15) days of being notified in writing of such breach.

3.5.1.2 Return of Documents Upon Termination. If this Agreement is terminated as provided herein, the District may require Consultant to provide all finished or unfinished documents (defined below) and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request..

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**District**

Incline Village General Improvement District  
893 Southwood Blvd.  
Incline Village, NV 89451  
Attn: Mike Gove

**Consultant**

Active Network, LLC  
5850 Granite Parkway, Suite 1200  
Plano, TX 75024  
Attn: Legal Department

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to

the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data. All rights not expressly granted in this Agreement are reserved by Consultant and its licensors. The District acknowledges that: (a) only Professional Services will be provided under this Agreement and are licensed to the District, and not sold to the District; (b) the District acquires only the right to utilize the Professional Services in accordance with this Agreement, and Consultant and/or its licensors will retain sole and exclusive ownership of and all rights, title, and interests in the Professional Services, including the following: (i) all Intellectual Property embodied or associated with the Professional Services, (ii) all deliverables and work product associated with the Professional Services, and (iii) all copies and derivative works thereof; notwithstanding the foregoing, the implementation plan and proposal shall be delivered to District and upon such delivery, the report shall be the property of the District; and (c) the Professional Services, including the source and object codes, logic, and structure, contain and constitute valuable trade secrets of Consultant and its licensors.

3.5.3.2 Confidentiality. During the Term of this Agreement and for a period of three (3) years after the expiration of or the termination of this Agreement, each Party acknowledges and agrees that “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of each Party, solely by way of illustration, and not in limitation, shall include the following information: the terms and conditions of this Agreement (including pricing), financial data, plans, forecasts, Intellectual Property, methodologies, as well as business and marketing plans, technology and technical information, product plans and designs, the District’s information, strategic analyses and business processes, in each instance disclosed by such Disclosing Party or any of its Representatives regarding it and its Affiliates.

However, Confidential Information does not include any information that the Receiving Party can demonstrate (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information, as evidenced by prior documentation or tangible embodiments of such information.

The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its respective Affiliates’ employees, officers, directors, agents, representatives and contractors, including, legal counsel, tax advisors and/or accountants who need that access for purposes

consistent with this Agreement and who have signed confidentiality agreements with or are otherwise subject to enforceable obligations to the Receiving Party that contain protections no less stringent than those herein (collectively, “Representatives”). Neither party will disclose the terms of this Agreement to any third party other than its Representatives without the other party’s prior written consent, provided that a party that makes any such disclosure to its Representatives will remain responsible for such Representatives compliance with this “Confidentiality” Section. Consultant shall not use the District’s name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the District.

Notwithstanding the foregoing, the Parties understand and agree that the District, as a public entity, may have certain obligations under transparency and public records laws to disclose certain information pertaining to this Agreement and Consultant’s services, and that disclosure of information required under such laws shall not constitute a breach of this Agreement.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney’s Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney’s fees and all other costs of such action.

3.5.6 Indemnification and Limitation of Liability. To the extent not prohibited by law, the parties will defend one another, and hold each other and their Affiliates and their respective employees, directors, successors and permitted assigns harmless, against any claim, action, regulatory action, demands, lawsuit or proceedings (whether threatened, asserted, or filed) made or brought against a party by a third party to the extent that such claim is based upon (a) proven gross negligence or proven willful misconduct; (b) direct infringement of a United States patent, registered United States copyright, or registered United States trademark, provided that the Products are used in compliance with this Agreement. EXCEPT AS OTHERWISE SET FORTH HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, CLIENT ACKNOWLEDGES AND AGREES THAT THE PRODUCTS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. THE WARRANTIES, IF ANY, SET FORTH HEREIN AND IN THE PRODUCT ATTACHMENTS ARE LIMITED TO THEIR EXPRESS TERMS AND ARE IN LIEU OF, AND ACTIVE, ITS LICENSORS, AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY (a) WARRANTY THAT THE PRODUCTS ARE ERROR-FREE OR “BUG”-FREE, ACCURATE, SECURE, OR RELIABLE; (b) WARRANTY THAT THE PRODUCTS WILL OPERATE WITHOUT INTERRUPTION; (c) WARRANTY THAT ALL ERRORS WILL BE CORRECTED OR THAT THE PRODUCTS WILL COMPLY WITH ANY LAW, RULE, OR REGULATION; (d) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT; (e) IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR

USAGE OF TRADE; AND (f) WARRANTY THAT THE PRODUCTS WILL MEET CLIENT'S REQUIREMENTS. ACTIVE WILL NOT BE LIABLE FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT, STATUTE, TORT, OR OTHERWISE), INCLUDING DAMAGES FOR LOST PROFITS, LOST SAVINGS, COST OF REPLACEMENT PRODUCTS, LOST DATA, LOSS OF USE OF INFORMATION OR PRODUCTS, OR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, WHETHER OR NOT ACTIVE HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HOWEVER, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION ONLY APPLIES WHERE ALLOWED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY'S TOTAL AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO 250,000 U.S. DOLLARS . NOTWITHSTANDING THE FOREGOING, EITHER PARTY'S TOTAL AGGREGATE LIABILITY FOR DIRECT DAMAGES TO EACH OTHER FOR CLAIMS RELATED TO GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT SHALL NOT EXCEED 500,000 U.S. DOLLARS.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of Nevada.

3.5.9 District's Right to Employ Other Consultants. The District reserves right to employ other consultants in connection with this Project.

3.5.10 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party.

3.5.11 Assignment or Transfer. Neither Party shall assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.12 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not business

days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to the District include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

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

3.5.18 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.19 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.20 Limitation of Liability. The District does not and will not waive and expressly reserves all available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages.

3.5.25 Non-Appropriations. The District's obligations and all amounts payable hereunder are contingent upon sufficient appropriations therefore by the District's governing body. If sufficient appropriations are not made, the District will notify Consultant of the same, and this Agreement will terminate forthwith. The District represents that it intends to fulfill its obligations under this Agreement and reasonably believes that funds in amounts sufficient to fulfill these obligations lawfully can and will be appropriated and made available for this purpose. Notwithstanding the foregoing, the District shall notify Consultant within ten (10) days of any action by the District's governing body not to appropriate funds for payment of the District's obligations hereunder, and will provide with such notice a copy of the resolution, minutes or recording of such action.

3.5.26 Compliance with Laws. Consultant shall not discriminate against any person on the grounds of race, color, creed, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin or any other status protected under any

applicable law. Consultant is not currently engaged in, and during the duration of the Agreement shall not engage in, a Boycott of Israel. The term “Boycott of Israel” has the meaning ascribed to that term in NRS 332.065. Consultant shall be responsible for all fines, penalties, and repayment of any State of Nevada or federal funds (including those that the District pays, becomes liable to pay, or becomes liable to repay) that may arise as a direct result of the Consultant’s non-compliance with this subsection.

3.5.27 Prohibited Interests. Consultant warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.28 Whistleblower Provisions. This Agreement is not intended to and will not preclude Consultant’s employees from exercising available rights under the District’s Whistleblower Policy and associated procedures for reporting suspected misconduct, as that term is defined in the Whistleblower Policy. All reports of suspected misconduct will be handled by the District in accordance with the Whistleblower Policy.

**[Signatures on Following Page]**

**SIGNATURE PAGE  
TO  
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT  
PROFESSIONAL SERVICES AGREEMENT**

**INCLINE VILLAGE GENERAL ACTIVE NETWORK, LLC  
IMPROVEMENT DISTRICT**

*Approved By:*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Mike Bandelin,  
Interim General Manager

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*Reviewed as to Form:*

\_\_\_\_\_  
Sergio Rudin,  
District General Counsel

\_\_\_\_\_  
Date

# PROFESSIONAL SERVICES AGREEMENT

## EXHIBIT A

### SCOPE OF SERVICES

#### Objectives

District has engaged Consultant to assess District's current technical environment, including all point of sale and financial software, gathering requirements of each point-of-sale software, and formulating a written recommended transition plan for moving from the current state to the desired state. The final deliverable of the "Assessment" phase will be a written recommended "Implementation" plan. The "Implementation" plan will include costs for project management, oversight, and implementation of the recommendations. It will also include timeline of deliverables, staff training and product documentation, bi-weekly status reports to the District's implementation team, access to any proprietarily written source programming code, and any required travel expenses along with any costs to procure, host, and/or implement the recommendations, including any ongoing licensing and/or hardware costs as well as estimated required staff time.

Specifically, Consultant's services will provide an Implementation Plan focused on providing the following deliverables:

- Integration with the core financial system (Tyler Munis) for real-time BI tracking purposes as well as cash/revenue management.
- Consolidation and integration of the master records across all POS – One central profile and Access Media for all venues.
- PCI compliance, stored payment, EMV, NFC, as few payment processors as possible.
- Little, if any, loss in operational functionality from the current POS.
- A consolidated e-commerce platform that addresses all or as many of the retail venues (Golf, Tennis, Ski, Rec Center) needs for product sales, program management, and member profile management.
- A restricted access e-commerce platform that addresses all or as many of the non-retail (owners & residents only) venues needs including parcel management, the potential for integration with Washoe County's Parcel Database, punch card management and picture uploading for passes.
- Customer relationship management across all retail POS platforms.
- Documentation and Staff training on newly proposed systems.

#### Project Assumptions

The following assumptions and dependencies can be made for this implementation:

- The scope of this project is defined in this Exhibit A. Any changes to scope may increase or decrease the project timeline and budget.

- All services will be conducted between 8am to 4pm PST, Monday-Friday, excluding North American holidays, and are subject to availability, excluding the production migration which will occur after business hours.
- Access to appropriate resources and existing documentation will be provided and readily available to Consultant's project team.
- The scope of services includes four (4) onsite engagements.
- District will provide Consultant with access to resources pertaining to any District Point of Sale environments for independent analysis as deemed appropriate.
- District will provide adequate working environment for Consultant resources. This includes, but is not limited to: projector, white board or flip chart, appropriate meeting rooms or virtual meeting tools.

### Project Management – Overview

Consultant will also provide Project Management services through the duration of the project, including:

- Project timeline and milestones.
- Weekly project status reports.
- Milestone tracking, including:
  - Scheduled sessions with appropriate resources.
  - Dates for completion of assignments/ tasks.
  - Dates for completion of project and project acceptance.
- Assessment and tracking of project risks.
- Regular project status meetings with Stakeholders.
- Delivery of all milestones outlined.

Scope of Services

Resource	Work Activity
<b>Project Initiation and Planning</b>	
<b>Consultant</b>	<ul style="list-style-type: none"> <li>• Establish and communicate project governance and expectations.</li> <li>• Perform on site Key Stakeholder interviews to ensure clarity on Future State - Point of Sale goals and objectives.</li> <li>• Perform on site Secondary/Point of Sale owner interviews, including Finance and IT, to ensure clarity on future state goals and objectives.</li> <li>• Establish and clarify Assessment Team Roles and Responsibilities (combination of Consultant and District resources).</li> <li>• Determine timeline and budget expectations of end solution implementation.</li> <li>• Creation of Point of Sale - Assessment project charter and plan capturing all Future State - Point of Sale goals and objectives.</li> </ul>
<b>District</b>	<ul style="list-style-type: none"> <li>• Participate in Key Stakeholder sessions.</li> <li>• Provide access to Secondary Stakeholders for specific Line of Business goals and objectives interviews.</li> <li>• Provide applicable access to appropriate environments, applications or documentation.</li> <li>• Provide guidance to Consultant on Future State – Point of Sale goals, objectives and budget thresholds.</li> <li>• Ensure the active participation of the District’s resources in this project. Hold project resources accountable to project tasks and timelines.</li> </ul>

Scope of Services, cont.

Resource	Work Activity
<b>Environment &amp; Application Assessment</b>	
<b>Consultant</b>	<ul style="list-style-type: none"> <li>● Focused on Future state Point of Sale project goals, perform on site and remote functional and system analysis of the following District systems:               <ul style="list-style-type: none"> <li>● Capstone</li> <li>● Vermont Systems including <u>RecTrac</u>, <u>GolfTrac</u> and <u>WebTrac</u></li> <li>● Golf Now</li> <li>● Active Networks <u>RTP One</u></li> <li>● Square</li> <li>● Total Party Planner</li> <li>● Tyler Munis</li> <li>● <u>OpenGov</u></li> </ul> </li> <li>● Perform formal review of Ordinance 7 and any other applicable documentation.</li> <li>● Perform on site walkthroughs of business process for in scope Point of Sale and integrated systems.</li> <li>● Where possible, perform independent investigation of current state application functionality and architecture.</li> <li>● Review and confirm any current functional or technical design documents including key integrations.</li> <li>● Document any key areas not currently captured within existing District documentation as relevant to future modelling.</li> <li>● Capture and document future needs as aligned to Solution goals and objectives, as input to solution design scalability and capabilities.</li> <li>● Identify and document infrastructure and technical requirements/limitations.</li> <li>● Review current operational capabilities of District resources as input to future operational model design.</li> <li>● Creation of Functional Design Document providing business processes, use cases and requirements.</li> <li>● Review Functional Design Document with appropriate District resources.</li> </ul>
<b>District</b>	<ul style="list-style-type: none"> <li>● Provide access to any and all documentation as currently curated.</li> <li>● Provide access to both application and business subject matter experts for functional and system analysis.</li> <li>● Provide access to any source code as applicable.</li> <li>● Participate in Functional Design Documentation review and provide any feedback.</li> <li>● Sign off on Functional Design Document.</li> </ul>

Scope of Services, cont.

Resource	Work Activity
<b>Solution Architecture &amp; Design</b>	
<b>Consultant</b>	<p>Create and vet solution design options with the District stakeholders, presenting options for a scaled, phased approach to solution implementation.</p> <ul style="list-style-type: none"> <li>• Establish key areas of focus and document system and functional design requirements for solution design.</li> <li>• Work with potential vendors and partners to solicit solution technical design.</li> <li>• Evaluate vendor options and short list based on Functional Design Document.</li> <li>• Work with vendors to create solution options and proposal reviews.</li> <li>• Provide final solution options and recommendations to District stakeholders inclusive of budget estimates.</li> <li>• Create final Solution Design Document based on feedback and collaboration with District stakeholders.</li> </ul>
<b>District</b>	<ul style="list-style-type: none"> <li>• Participate in vendor feedback as appropriate.</li> <li>• Participate in Solution Design reviews.</li> <li>• Sign off on Solution Design Document.</li> </ul>
<b>Implementation Plan and Proposal</b>	
<b>Consultant</b>	<p>Provide an Implementation plan for the District stakeholders, providing budget &amp; timeline inclusive of project management, oversight, deliverable milestones, travel, and both project execution and operational costs for software, hardware and support.</p> <ul style="list-style-type: none"> <li>• Create project approach and recommended project framework.</li> <li>• Establish project team structure and roles and responsibilities, inclusive of all vendors, contractors, and District resources focused both on project execution and operational model.</li> <li>• Ensure commitment of District Executive Sponsors and Organizational Change Management team.</li> <li>• Create project budget and execution plan broken down by execution phase.</li> <li>• Presentation and refinement with District stakeholders.</li> </ul>
<b>District</b>	<ul style="list-style-type: none"> <li>• Provide feedback and guidance as required during Project Implementation Plan creation specific to future resource availability, project delivery methodology, budget, or technical considerations.</li> <li>• Participation in Implementation Plan reviews and feedback.</li> </ul>

## District Roles and Responsibilities

Stakeholder	Responsibilities	Resource and Estimated Work Effort
Executive Sponsor	Serves as an advocate of the partnership alliance throughout the life of the project beginning with the sales process. The Sponsor will also serve as a District spokesperson on key issues working directly with the Consultant, which ultimately impact the overall partnership with Consultant.	<ul style="list-style-type: none"> <li>• 1-4 hours / month</li> <li>• Mike Gove</li> </ul>
Project Sponsor	Plays a major role during the sales process. This person advocates the project internally and externally to get buy in from team members, obtains budgets for the project, signs off on contract and is ultimately responsible for the success of the project at District. Post contract and Scope of Services execution, Project Sponsor will be involved as needed for escalation and will be consulted for all out-of-scope work or when an issue needs to be escalated.	<ul style="list-style-type: none"> <li>• 2-6 hours / month</li> <li>• Mike Gove</li> </ul>
Project Manager	Identifies the core project team and holds resources accountable for responsible tasks as outlined in this Scope of Services. The Project Manager should have a broad knowledge of business operations and working relationships with business subject matter experts. This resource and the Consultant Project Manager will work closely together to coordinate work to take place as outlined in the project plan.	<ul style="list-style-type: none"> <li>• 4-5 hours / week</li> <li>• Chris Lavery</li> </ul>
Systems Analyst	Provides guidance and knowledge transfer on District in scope applications to Consultant resources. Will participate in overall environment assessment sessions and provide any clarification or guidance on individual systems or business processes.	<ul style="list-style-type: none"> <li>• 8-10 hours / week</li> <li>• Chris Lavery</li> </ul>
Technical Lead	Provides any guidance or knowledge of District's technical infrastructure current state and roadmap as input to both Assessment and Solution Design phases.	<ul style="list-style-type: none"> <li>• 2-3 hours / week</li> <li>• Chris Lavery</li> </ul>
Line of Business (LOB) Leads	<p>Provide subject matter expertise as required to assemble sufficient information for the Assessment sessions for each functional area at District. LOB Leads should be stewards of change throughout their LOB. It is recommended that a lead be identified for each of the following areas:</p> <ul style="list-style-type: none"> <li>• Finance/Accounting.</li> <li>• Resident/Parcel Management &amp; Benefits.</li> <li>• Golf.</li> <li>• Recreation (Recreation Center, Tennis, Beaches).</li> <li>• Ski (Lift, Lessons, Rentals).</li> <li>• Food and Beverage.</li> <li>• eCommerce.</li> <li>• Events &amp; Banquets.</li> <li>• Information Technology.</li> </ul>	<ul style="list-style-type: none"> <li>• Discover Session participation, ad-hoc response to additional questions.</li> </ul>

## Consultant Roles and Responsibilities

<b>Stakeholder</b>	<b>Responsibilities</b>	<b>Resource</b>
Project Sponsor	The Project Sponsor works with the District's Executive Sponsor to foster a strong working partnership to support the success of the project and project team. The Consultant's Project Sponsor will be involved at points in the project when the District or Consultant project team feel there is a need to help address obstacles that may arise creating barriers to the success of a project.	<ul style="list-style-type: none"> <li>• Andy Vanica</li> </ul>
Project Oversight	The Project Oversight resource works closely with the Consultant Project Team to ensure successful delivery of the project. This resource also develops a working partnership with the District's Project Manager to support the success of the project.	<ul style="list-style-type: none"> <li>• Geordan Reid</li> </ul>
Enterprise Architect	The Enterprise Architect will be responsible for overall technical architecture, ensuring alignment with business goals and objectives. This will include ensuring collaboration amongst all stakeholders and teams to design an effective solution.	<ul style="list-style-type: none"> <li>• Geordan Reid</li> </ul>
Solution Architect	The Solution Architect is responsible for creating the overall technical vision for a solution to the identified business objectives. This resource will provide recommendations and roadmaps for proposed solution.	<ul style="list-style-type: none"> <li>• Nick Marvin</li> </ul>
Sales Manager	The Consultant Sales Manager is the primary driver for the tasks that take place during the Sales process and works with District to determine project scope, estimates and produce contracts for District approval.	<ul style="list-style-type: none"> <li>• Andy Vanica</li> </ul>
Project Manager	Upon contract and Project Definition execution, the Project Manager acts as the main point of contact for District in escalation of issues, coordination of work taking place, delivery of RTP ONE specific documentation, and works closely with the District's Project Manager to ensure project stays on track and if not, taking proper courses of action to ensure success.	<ul style="list-style-type: none"> <li>• Reece Hanson</li> </ul>
Business Analyst	The Business Analyst will work with District Subject Matter Experts to capture and document both current and future requirements, uncovering any undocumented features or needs.	<ul style="list-style-type: none"> <li>• Pam Evans</li> <li>• Karl Langdale-Hunt</li> <li>• Tim Esnouf</li> <li>• Terry Phillips</li> </ul>

# PROFESSIONAL SERVICES AGREEMENT

## EXHIBIT B

### SCHEDULE OF CHARGES

Product	Product Type	Description	Quantity	Total Price*	Sales Price	Total Price
RTP ONE - Payment Terms: 50&50	Service		1	USD 0.00	USD 0.00	
RTP ONE - Primary Transportation (to be reimbursed based on actual cost incurred)	Service	Quoted prices for onsite services do not include the costs of transporting Active Network resources onsite. If onsite services are required, economy primary transportation costs (eg. Airfare, train fare, or mileage) will be assessed and invoiced separately. Onsite services are billed in minimum, 8 hour daily increments.	1	USD 0.00	USD 0.00	
RTP ONE - Project Management Services	Service	Project Management services as defined in the SOW	1	USD 46,100.00	USD 46,100.00	46,100.00
RTP ONE - Project Services	Service	Project Services as defined in the SOW	1	USD 221,400.00	USD 221,400.00	221,400.00

Total Price

USD 267,500.00

## EXHIBIT B.1

### MILESTONE BILLING SCHEDULE

Project Milestone	Milestone Bill Amount
Assessment Initiation	\$62,775
Assessment Execution	\$62,775
Solution Architecture	\$62,775
Implementation Plan and Proposal	\$62,775
<b>Services Project Total</b>	<b>\$251,100</b>
<b>Estimated Travel Cost</b>	<b>\$16,400</b>

**PROFESSIONAL SERVICES AGREEMENT**

**EXHIBIT C**

**ACTIVITY SCHEDULE**

Key project milestones relative to the project are as follows:

<b>Project Milestone</b>	<b>Deliverable</b>	<b>Target Duration</b>
Project Initiation	Project Charter & Plan	3 Weeks from Notice to Proceed
Environment Assessment	Creation, review and sign off of Point of Sale – Future State Functional Design Document	5 Weeks from completion of Project Initiation
Solution Architecture and Design	Creation, review and sign off of Point of Sale – Future State Solution Design Document	5 Weeks from completion of Environment Assessment
Implementation Plan and Proposal	Implementation Plan complete with timelines, operational and capital budgets	3 Weeks from completion of Solution Architecture and Design

## REQUEST FOR PROPOSAL POINT OF SALE SYSTEM

August 25, 2023

**To:** All Prospective Proposers  
**Subject:** Request for Proposals: Point of Sale System  
**Date Issued:** August 25, 2023  
**Responses Due:** October 4, 2023. 5:00 p.m. (PST)

### **Owner**

Incline Village General Improvement District (IVGID or District)  
893 Southwood Boulevard  
Incline Village, Nevada 89451

IVGID RFP Contact: Heidi White, District Clerk  
[hhw@ivgid.org](mailto:hhw@ivgid.org) or 775-832-1268

### **About the District**

The District is a General Improvement District, established under Nevada Revised Statutes (NRS) Chapter 318 and chartered to provide water, sewer, trash and recreation services for over 9,000 residents in the communities of Incline Village and Crystal Bay, Washoe County, Nevada. Within the limits of the NRS, IVGID is empowered to determine what facilities and services it should offer that will preserve or enhance the general health, safety and welfare of the community. For more information about the District, please visit: <https://www.yourtahoeplace.com/ivgid>.

### **Project Identification**

Project Name: Point of Sale System

The purpose of this Request for Proposal is to select a qualified firm to provide the outlined Scope of Work (Exhibit A) services.

### **Delivery of Proposals**

Proposal packages from all interested parties will be submitted in PDF electronic format to the District Clerk at [hhw@ivgid.org](mailto:hhw@ivgid.org), and will be subject to the terms, conditions and scope of services herein stipulated and/or attached hereto.

Deadline for receipt of proposals is 5:00 p.m. (PST), October 4, 2023.

Confidentiality: All documents and other information submitted in response to this Request for Proposal are confidential and will not be disclosed until notice of intent to award the contract is issued.

**A. PROJECT DESCRIPTION**

The Incline Village General Improvement District is seeking a consulting firm to possibly embark on a two-phased project. Each bidder is required to submit a proposal for the first phase “Assessment” and have the proven capability to deliver on the second phase, “Implementation”.

The first phase of the project “Assessment” is to assess the current technical environment, including all point of sale and financial software, gather the requirements of each point-of-sale software and formulate a written recommended transition plan for moving from the current state to the desired state. The final deliverable of the “Assessment” is a written recommended “Implementation” plan. The “Implementation” plan must include costs for project management, oversight, and implementation of the recommendations. It should also include timeline of deliverables, staff training and product documentation, bi-weekly status reports to the District’s implementation team, access to any proprietarily written source programming code, and any required travel expenses along with any costs to procure, host and or implement the recommendations, including any on-going licensing and or hardware costs as well as estimated required staff time.

**B. PROJECT SCHEDULE**

All proposals are to include anticipated project start and target completion dates.

**C. PERSONNEL**

The firm’s personnel shall be qualified and trained to accomplish the work in a professional manner and in compliance with all applicable federal, state and local requirements. This includes, but is not limited to:

- Demonstrated experience reviewing and analyzing foundational public agency documents
- Understanding of applicable state and local laws, regulations, and policies
- Demonstrated experience reviewing and identifying potential concerns with financial and software systems

**D. EQUIPMENT**

The firm shall provide all materials and equipment necessary to accomplish the Work.

**E. INSURANCE REQUIREMENTS**

**Commercial Insurance:** Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her agents, representatives, employees, or subcontractors. Contractor shall purchase General Liability, Professional Liability, Workers’ Compensation, and Professional Liability Insurance.

**General Liability:** Contractor shall purchase General Liability coverage with a minimum of \$2,000,000 combined single limit per occurrence, \$4,000,000 aggregate for bodily injury, personal injury and property damage. Contractor shall have a Certificate of Insurance issued

to the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT naming it as additional insured, and indicating coverage types, amounts and duration of the policy.

**Professional Liability/Errors and Omissions:** Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, professional liability/errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 per claim, and shall be endorsed to include contractual liability. “Covered Professional Services” as designated in the Professional Liability/Errors and Omissions policy must specifically include work performed under this Agreement.

**Workman's Compensation:** It is understood and agreed that there shall be no Industrial Insurance coverage provided for the Contractor or any Subcontractor by the District; and in view of NRS 616.280 and 617.210 requiring that Contractor comply with the provisions of Chapters 616 and 617 of NRS, Contractor shall, before commencing work under the provisions of this Agreement, furnish to the District a Certificate of Insurance from an admitted insurance company in the State of Nevada.

**Notice of Change/Non-Renewal:** All certificates of insurance required under this section E. shall provide for a minimum written notice of thirty (30) days to be provided to District in the event of material change, termination or non-renewal by either Contractor or carrier.

#### **F. LICENSES**

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

#### **G. STAFFING PLAN AND STAFF QUALIFICATIONS**

The firm shall provide a staffing plan identifying total number of consultants and the number of each category of consultants who will be assigned to complete the Work; names of key individuals, number of years’ experience and specific responsibilities; and job descriptions for each category of each person who will be performing the work.

#### **H. SIMILAR ENGAGEMENTS**

Submitted proposals must include examples of similar engagements and the results delivered.

### **ARTICLE 2 PROPOSAL SUBMITTAL REQUIREMENTS**

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Please submit an electronic (PDF) written proposal to [hww@ivgid.org](mailto:hww@ivgid.org), with the subject line “RFP – Point of Sale System,” by the Proposal Submission Deadline, that addresses the following matters. Proposers must provide the following information in the order listed below. Please respond to each section on a separate page, in the order listed. Use this Article 2 as a checklist to be sure all information is included. **PROPOSALS NOT RECEIVED IN THIS FORMAT MAY BE CONSIDERED NON-RESPONSIVE.**

Submission of a Proposal shall be deemed a representation that the proposer:

1. Has carefully read and fully understands the information provided by IVGID as part of this RFP, including Exhibits A, B and C;
2. Represents that all information submitted is true and correct;
3. Did not, in any way, collude, conspire to agree, directly or indirectly, with any person, firm, corporation or other firm regarding the amount, terms or conditions of its Proposal; and

4. Acknowledges that IVGID has the right to make any inquiry it deems appropriate to substantiate or supplement information as necessary.

**□ A – COVER LETTER**

Include a cover letter with a summary of the firm's experience and capability in management and software consulting and service delivery related to the Scope of Work identified. Include the founding date of your organization, parent/subsidiary/affiliation relationship with other firms, types of services provided and the number of years your firm has been in business. Detail any exclusions to the Scope of Work.

**□ B – COMPANY BACKGROUND AND ORGANIZATION**

Include your firm's complete:

1. Name
2. Address
3. Contact person
4. Phone number
5. Email
6. Website address
7. Provide company's mission statement, values, and ethical standards
8. Describe your company's major lines of business
9. What differentiates your services/company from other companies offering similar services?
10. Identify any litigation pending or threatened against your company as of the submission date

**□ C – EXPERIENCE**

1. Number of years in management and software consulting and implementation
2. Referrals – List of similar Project-related clients, including:
  - a. Service provided
  - b. Client organization
  - c. Scale of project (e.g. project \$ amount, location, size, duration)
  - d. Contact name and number
3. Special Considerations
4. Describe any attribute of your firm that would enhance this proposal

**□ D – STAFFING PLAN**

1. Number of staff assigned to the work, by category
2. Job descriptions of staff, by category
3. Staff qualifications
  - a. Education/relevant experience (type and number of years) of key employees
  - b. Training of each employee or category of employee
    - i. Scope, frequency, employees covered, training, organization
4. Proposed staffing and project schedule

**□ E – FINANCIAL DATA**

Provide a copy of your most recent audited Financial Statement.

## □ F – PROJECT COST AND SCHEDULE

The proposal must contain the cost estimate the Scope of Work and the estimated timeline for completion of the required analysis, recommendations and formulation of the cost and timeline estimate for the potential implementation of the recommendations.

### **ARTICLE 3 EVALUATION AND AWARD**

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- A. **Proposal Evaluation:** Per NRS 332 and IVGID’s Purchasing Policy for Goods and Services, IVGID is not required to select the lowest priced offer, but may look at all factors concerning an offer, including, but not limited to, whether the proposal has:
1. the appropriate financial, materials, equipment, facility, personnel resources and expertise available, or the ability to obtain these as necessary to indicate the capability to meet all contractual requirements;
  2. demonstrated a thorough and accurate response to each requested item;
  3. a satisfactory record of performance, including a demonstrated history of successfully completing projects of a similar type, meeting delivery deadlines, and experience with similar work;
  4. any requested exceptions to IVGID’s standard professional services agreement (Exhibit C);
  5. a satisfactory record of customer service;
  6. a satisfactory record of integrity;
  7. the legal authority to contract with IVGID; and
  8. any other factors IVGID deems relevant.
- B. IVGID reserves the right not to contract with any person submitting a bid in response to this RFP. If IVGID decides to contract, it will do so with the proposer whose responses best meet its needs, consistent with the selection process set forth herein. This RFP shall not be binding on IVGID until such time as a formal written contract and related documents have been approved by IVGID and fully executed by the parties.
- C. IVGID shall evaluate, interview via Zoom, and select the firm(s) it determines to be best suited for this engagement. Evaluation of a response does not constitute a commitment by IVGID to acquire such services from any source. IVGID is not obligated in any way to proceed with this RFP or consider or enter into any agreement or undertake any liability to any firm in connection with this RFP, and any and all responses, whether qualified or not, may be rejected without any liability whatsoever to any firm on the part of IVGID. IVGID shall not be responsible for any costs incurred by a firm to prepare, submit, negotiate, contract or otherwise participate in this RFP process.
- D. IVGID further reserves the right to:
1. Make a selection based on its sole discretion;
  2. Reject any and all proposals;
  3. Issue subsequent solicitations;
  4. Postpone any of the time periods set forth in this RFP, for its own convenience;
  5. Remedy technical errors in the RFP;
  6. Approve or disapprove the use of particular subconsultants;
  7. Negotiate with any, all, multiple or none of the Proposers that respond;
  8. Negotiate a final project scope that includes all, just a portion, or related additional items relative to the proposed Scope of Work set forth in this RFP;

9. Waive informalities and irregularities in this RFP;
10. Utilize others to perform or supply work of the type contemplated by this RFP;
11. Request proposals from others with or without requesting proposals from contractors for the work of the type contemplated by this RFP; and/or
12. Enter into an agreement with another firm or re-solicit this project in the event the originally selected firm defaults or fails to execute an agreement with IVGID.

**ARTICLE 4                    FIRM SELECTION SCHEDULE; QUESTIONS REGARDING RFP; ADDENDA**

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The following dates are tentative and subject to revision by the District:

RFP for Services Advertised on District’s Website and Planetbids.com.....August 25, 2023  
RFP - Last Day for Questions ..... September 22, 2023, 5:00 p.m. (PST)  
All Questions Answered..... September 27, 2023, 5:00 p.m. (PST)  
Proposals Due ..... October 4, 2023, 5:00 (PST)  
Interviews via Zoom ..... October 9-13, 2023  
Award of Project – IVGID Board of Trustees Meeting ..... October 25, 2023 6:00 p.m. (PST)

All questions regarding this RFP, please contact: Heidi White at hhw@ivgid.org, with the subject line clearly marked “RFP – Point of Sale System” Questions will not be accepted through any other channels. Questions must be received no later than the deadline set forth above. IVGID does not guarantee that it will provide answers to questions submitted after that deadline, but will make reasonable efforts to do so. A listing of all questions submitted and all responses will be made available to responders.

In the event it becomes necessary to revise any part of this RFP, IVGID will issue written addenda. Any amendment to this RFP is only valid if it is in writing and issued by IVGID. No oral interpretations or answers will bind IVGID. All addenda issued by IVGID will become part of this RFP.

No proposals will be accepted after the proposal due date listed above.

**ARTICLE 5                    SELECTION PROCESS, EVALUATION AND SELECTION CRITERIA**

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The firm(s) selection process will be conducted in accordance with all requirements stipulated in NRS Chapter 332 and IVGID Board Policy 20.1.0, Purchasing Policy for Goods and Services. All responsive Proposals received will be reviewed and evaluated by IVGID.

A short-list of firms will be determined based on qualifications and the completeness of the Proposal. IVGID may elect to conduct interviews via Zoom prior to the final selection of a firm or firms. By submitting a Proposal, the proposer acknowledges that the IVGID has sole and absolute discretion in the evaluation and the selection of one or more firms for this project.

**ARTICLE 6                    WITHDRAWAL OF PROPOSAL**

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The firm’s authorized representative may, prior to the date and time set as the deadline for receipt of the Proposals, modify or withdraw a response by contacting the District’s contact shown above via email and phone. A modification or withdrawal received prior to the deadline for proposal receipt shall be considered timely.

## **ARTICLE 7                      DISQUALIFICATION OF PROPOSALS**

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Firms may be disqualified and Proposals may be rejected for any of, but not limited to, the following causes:

1. Lack of signature by an authorized representative on the Proposal
2. Failure to properly and/or accurately complete the Proposal
3. Evidence of collusion
4. Any questions addressed to; approaches to; or discussions with IVGID employees, associated agents or Trustee other than through the process identified in Article 4 will be subject to Automatic Disqualification.

IVGID reserves the right to waive any minor informality or irregularity, or to request clarification of such minor informalities or irregularities from any or all firms.

## **ARTICLE 8                      CONFLICT OF INTEREST**

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No employee, officer, or agent of IVGID shall participate in the selection, or in the award or administration, of the Agreement if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when one of the following has a financial or other interest in any firm proposing on or selected for the award:

1. The employee, or an officer or agent of the employee
2. Any member of the employee's immediate family
3. The employee's business partner
4. An organization which employs, or is about to employ, any of the above

IVGID's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from prospective firms. Prior to entering into the Consulting Services Agreement, the firm is required to inform IVGID of any real or apparent organizational conflict of interest.

## **RFP EXHIBITS**

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Exhibit A – Scope of Work

Exhibit B – IVGID Point of Sale Software Structure dated March 14, 2023

Exhibit C – Standard IVGID Services Agreement Example

## EXHIBIT A – Scope of Work

The Incline Village General Improvement District is seeking a consulting firm to possibly embark on a two-phased project. Each bidder is required to submit a proposal on for the first phase “Assessment” and have the proven capability to deliver on the second phase “Implementation”

The first phase of the project “Assessment” is to assess the current technical environment, including all point of sale and financial software, gather the requirements of each point-of-sale software and formulate a written recommended transition plan for moving from the current state to the desired state. The final deliverable of the “Assessment” is a written recommended “Implementation” plan. The “Implementation” plan must include costs for project management, oversight, and implementation of the recommendations. It should also include timeline of deliverables, staff training and product documentation, bi-weekly status reports to the District’s implementation team, access to any proprietarily written source programming code, and any required travel expenses along with any costs to host and or implement the recommendations, including any on-going licensing and or hardware costs as well as estimated required staff time.

**Point of Sale System(s)** - Each recreation venue currently utilizes its own stand-alone Point of Sale (POS) Software with proprietary in-house written software that maintains and controls the database of parcel owner data as well as recreation cards. All of these POS software upload their financial information to a single ERP financial system used District-wide.

Each parcel owner is eligible for cards that identify them and provide them access and discounts to these venues. Not all owners have access to the deed restricted beaches or all of the venue access discounts, there are many layers to the rules that make up how access is controlled and how products are discounted.

The desired state for IVGID is to have access media tied to the user’s various venue passes (ski pass, recreation center membership pass, golf pass, etc.), their personal credit card for purchases at the venues and for RFID access control at the venues. Diamond Peak uses Axess RFID passes and gates for its uphill access - this concept is currently being considered for beach gate access. The Golf venues need a function-built industry standard Golf POS.

Some of the high-level requirements that would deem a successful desired state are:

- Integration with the core financial system (Tyler Munis) for real-time BI tracking purposes as well as cash/revenue management.
- Consolidation and integration of the master records across all POS – One central profile and Access Media for all venues.
- PCI compliance, stored payment, EMV, NFC, as few payment processors as possible.
- Little, if any, loss in operational functionality from the current POS.
- A consolidated e-commerce platform that addresses all or as many of the retail venues (Golf, Tennis, Ski, Rec Center) needs for product sales, program management, and member profile management.
- A restricted access e-commerce platform that addresses all or as many of the non-retail (owners & residents only) venues needs including parcel management, the potential for integration with Washoe County’s Parcel Database, punch card management and picture uploading for passes.
- Customer relationship management across all retail POS platforms.
- Documentation and Staff training on newly proposed systems.

## EXHIBIT B – “Current State” Point of Sale Software Structure

Capstone – District proprietary written software – Built on Current Ordinance 7 functionality - SQL Database – Owned and hosted by IVGID

- Resident/Parcel Master
  - Maintains Owner Information
    - Name, address, contact info
  - Maintains Parcel Information
    - Units on Parcel, Chargeable Units, Rec Fee amount, Beach Fee amount, fees paid (y/n)
  - Cards Issued to Parcel
    - Picture Passes, Punch Cards, Additional Punch Cards
- Punch Card Master Record
  - Maintains Punch Card issuance history, usage history, current balance

Vermont Systems – RecTrac, GolfTrac, Webtrac – Progress Database – Hosted by IVGID

- RecTrac
  - Point of Sale used by Recreation Center, Tennis Center, Beaches
    - Manages programming for venue specific items including access, activities and rentals
    - Manages merchandise inventory
    - Manages venue specific memberships
    - Issues IVGID ID cards based on Capstone status
      - Staff conducts a manual check of Capstone status prior to issuing Resident Picture Passes from Vermont
    - Custom connection to Capstone allows Punch Card usage and inquiry
    - Maintains Customer information including Contact information, purchase history, membership information and access usage
    - Reporting
- GolfTrac
  - Point of Sale used by Golf
    - Manages programming for venue specific items including access, activities and rentals.
    - Manages merchandise inventory
    - Manages venue specific memberships
    - Custom connection to Capstone allows Punch Card usage and inquiry
    - Maintains Customer information including Contact information, purchase history, membership information and access usage
    - Reporting
- WebTrac
  - On-line store for RecTrac access, programming and activities
  - Hosted locally at IVGID

Golf Now – 3<sup>rd</sup> Party Golf Tee Sheet

- Public Golf Tee Time Reservation Website
  - Sells available golf tee times by proxy

## EXHIBIT B – “Current State” Point of Sale Software Structure

Active Networks – RTP|One - SQL Database – Hosted by IVGID

- RTP|One
  - Ski / Food & Beverage (F&B) POS used by Ski and F&B outlets
    - Manages programming for venue specific items including access, activities and rentals.
    - Manages merchandise and rental equipment inventory
    - Maintains Customer information including Contact information, purchase history, membership information and access usage
    - Tracks/Supports/Sells access products, rentals, lessons
    - Food and Beverage module used by all F&B Outlets year round
    - Custom Connection to Capstone for Punch Card Usage and Resident Active/Non Active Status
    - Reporting
- RTP|OneStore
  - On-line store for access, rentals and lesson products
  - Hosted at Active Networks
  - Communicates via RTP API Layer

Square – Square POS - SaaS

- Mobile Point of Sale used for off-network transactions
  - Examples include golf course F&B sales, off-site program registrations and Veteran’s club events

TPP – Total Party Planner POS - SaaS

- Used by facilities for Events/Weddings Management, Sales and Bookings
- Generates BEO’s (Banquet Event Orders)

Tyler Munis – SQL Database - SaaS

- Financial System / General Ledger - Master Record
- Reporting

OpenGov - SaaS

- Public facing portal for Financial Transparency

All POS software have the ability to have their GL accounting uploaded/input in to Tyler for financial accounting/reporting purposes.

**EXHIBIT C**  
**STANDARD SERVICES AGREEMENT EXAMPLE**

# INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT PROFESSIONAL SERVICES AGREEMENT

## 1. PARTIES AND DATE.

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between the Incline Village General Improvement District, a Nevada general improvement district (“District”) and **Consultant’s name**, a **INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY** with its principal place of business at **address** (“Consultant”). The District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

## 2. RECITALS.

2.1 District. District is a general improvement district organized under the laws of the State of Nevada, with power to contract for services necessary to achieve its purpose.

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **type of services** to public clients, is licensed in the State of Nevada, and is familiar with the plans of District.

2.3 Project. District desires to engage Consultant to render professional services for the **name of project** (“Project”).

## 3. TERMS.

### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply **insert a brief description of services to be performed** necessary for the Project (“Services”). The types of services to be provided are more particularly described in Exhibit A attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. As described in Section 3.3, the District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit B.

3.1.2 Term. The term of this Agreement shall be from **[INSERT START DATE]** to **[INSERT ENDING DATE]**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project.

## 3.2 Responsibilities of Consultant.

- 3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement and such directions and amendments from District as herein provided. The District retains Consultant on an independent contractor basis and not as an employee. No employee or agent of Consultant shall become an employee of District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.
- 3.2.2 Schedule of Services. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the District to proceed ("Notice to Proceed"). **[If the District has specific milestones or timelines for performance, please input those requirements in the "Activity Schedule" attached as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.

**[If engaging the Consultant to perform a discrete task with a specified deadline, use the following provision]**

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the District to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within **[Insert number of calendar days for performance of the services – if more detail is required attach "Activity Schedule" as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.

- 3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the District's approval.
- 3.2.4 Substitution of Key Personnel. Consultant has represented to the District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence subject to the District's written approval. In the event that the District and Consultant cannot agree as to the substitution of key personnel, the District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the District. The key personnel for performance of this Agreement are as follows: **[INSERT NAME OF KEY PERSONNEL]**.
- 3.2.5 District's Representative. The District hereby designates **[INSERT NAME OR TITLE]**, or his or her designee, to act as its representative for the performance of this Agreement

("District's Representative"). The District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee.

- 3.2.6 Consultant's Representative. Consultant hereby designates [INSERT NAME], or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.
- 3.2.7 Coordination of Services. Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District's staff, consultants and other staff at all reasonable times.
- 3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of Nevada. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a Washoe County Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.
- 3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. If required, Consultant shall assist District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies. Consultant shall be liable for all violations of local, state and federal laws, rules and regulations in connection with the Project and the Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold the District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

### 3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance meeting the requirements set forth herein. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

- (A) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: A minimum of \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: A minimum of \$1,000,000 combined single limit (each accident) for bodily injury and property damage; and (3) *Industrial Insurance*: Workers' Compensation limits as required by the Labor Code of the State of Nevada. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability/Errors and Omissions*: Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, professional liability/errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability. "Covered Professional Services" as designated in the Professional Liability/Errors and Omissions policy must specifically include work performed under this Agreement.

Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement. Defense costs shall be payable in addition to the limits.

3.2.10.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

- (A) Commercial General Liability. The commercial general liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess

of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

- (B) Automobile Liability. The automobile liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- (C) Industrial (Workers' Compensation and Employers Liability) Insurance. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.
- (D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.4 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers.

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Consultant shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.6 Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an “A.M. Best” rating of not less than A-VII. The District in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

3.2.10.7 Verification of Coverage. Consultant shall furnish the District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.8 Subconsultants. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.2.10.9 Compliance with Coverage Requirements. If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may terminate this Agreement for cause.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

### **3.3 Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement in accordance with the Schedule of Charges set forth in Exhibit B, attached hereto and incorporated herein by reference. The total compensation to be provided under this Agreement shall not exceed **dollar amount in writing (\$X.00)** without written approval of District’s [\_\_\_INSERT TITLE\_\_\_]. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to District a monthly itemized invoice which indicates original contract amount, amount previously invoiced and current remaining balance on contract, work completed and hours of Services rendered by Consultant. The invoice shall also describe the amount of Services and supplies provided since the initial commencement date of Services under this Agreement, and since the start of the subsequent billing periods, through the date of the invoice. Invoices shall be sent

to [invoices@ivgid.org](mailto:invoices@ivgid.org), with a copy to [rlr@ivgid.org](mailto:rlr@ivgid.org). District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized under Exhibit B, or otherwise in writing by the District.

3.3.4 Extra Work. At any time during the term of this Agreement, the District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by the District to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the District's Representative. Where Extra Work is deemed merited by the District, an amendment to the Agreement shall be prepared by the District and executed by both Parties before performance of such Extra Work, or the District will not be required to pay for the changes in the scope of work. Such amendment shall include the change in fee and/or time schedule associated with the Extra Work. Amendments for Extra Work shall not render ineffective or invalidate unaffected portions of this Agreement.

### **3.4 Accounting Records.**

3.4.1 Maintenance and Inspection. Consultant shall maintain accurate and complete books, documents, accounting records and other records pertaining to the Services for six (6) years (or longer as required by applicable law) from the date of final payment under this Agreement. Consultant shall make such records available to the District for inspection, audit, examination, reproduction, and copying at Consultant's offices at all reasonable times. However, if requested, Consultant shall furnish copies of said records at its expense to the District, within seven (7) business days of the request.

### **3.5 General Provisions.**

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. The District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to the District **and for reasonable expenses actually incurred prior to termination, subject to submittal of invoices reflecting such costs to the District to support the claim for expenses**, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation for termination of this Agreement by District except for the amounts authorized herein.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, the District may require Consultant to provide all finished or unfinished Documents and Data (defined below) and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**District**

Incline Village General Improvement District  
893 Southwood Blvd.  
Incline Village, NV 89451  
Attn: **Name**

**Consultant**

Attn: **Name**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data. All source code, reports, programs, manuals, disks, tapes, and any other material prepared by or worked upon by Consultant for the Services shall be the exclusive property of the District, and the District shall have the right to obtain from Consultant and to hold in District's name copyrights, trademark registrations, patents, or whatever protection Consultant may appropriate to the subject matter. Consultant shall provide District with all assistance reasonably required to perfect the rights in this subsection.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of the District, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project unless disclosure is compelled due to law or court order. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use the District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the District.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the

prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages, expert witness fees, and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided, including correction of errors and omissions. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents or volunteers. **Notwithstanding the foregoing, neither party will be liable to the other for indirect, consequential or special damages, including, without limitation, loss of profit, loss of product or loss of use, whether the liability is based on agreement, negligence, tort or otherwise.**

3.5.6.1 Design Professional. To the extent required by NRS 338.155, Consultant's obligation to defend, indemnify, and hold District, its officials, officers, employees, volunteers, and agents free and harmless shall not include any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the District. Moreover, Consultant's obligation to defend, indemnify, and hold District, its officials, officers, employees, volunteers, and agents free and harmless from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant or the employees or agents of the Consultant which are based upon or arising out of the professional services of the Consultant. If the Consultant is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the District, as reimbursement for the attorney's fees and costs incurred by the District in defending the action, by the Consultant in an amount which is proportionate to the liability of the Consultant. This Section shall only apply to the extent required by NRS 338.155 and shall not otherwise limit Consultant's obligation to defend, indemnify and hold the District harmless as required under Section 3.5.6.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.8 Governing Law. This Agreement shall be governed by the laws of the State of Nevada. Venue shall be in Washoe County.

- 3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.
- 3.5.10 District's Right to Employ Other Consultants. The District reserves right to employ other consultants in connection with this Project.
- 3.5.11 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party.
- 3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- 3.5.13 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.
- 3.5.14 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to the District include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 3.5.15 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.5.16 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 3.5.17 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 3.5.18 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 3.5.22 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 3.5.23 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

- 3.5.24 Limitation of Liability. The District does not and will not waive and expressly reserves all available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages.
- 3.5.25 Non-Appropriations. The District may terminate this Agreement, effective immediately upon receipt of written notice on any date specified if for any reason the District's funding source is not appropriated or is withdrawn, limited, or impaired.
- 3.5.26 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services. Consultant shall not discriminate against any person on the grounds of race, color, creed, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin or any other status protected under any applicable law. Consultant is not currently engaged in, and during the duration of the Agreement shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in NRS 332.065. Consultant shall be responsible for all fines, penalties, and repayment of any State of Nevada or federal funds (including those that the District pays, becomes liable to pay, or becomes liable to repay) that may arise as a direct result of the Consultant's non-compliance with this subsection.
- 3.5.27 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**SIGNATURE BLOCK ON FOLLOWING PAGE**

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

\_\_\_\_\_  
Matthew Dent, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
David Noble, Secretary

\_\_\_\_\_  
Date

**Reviewed as to Form:**

\_\_\_\_\_  
Joshua Nelson  
District Legal Counsel

\_\_\_\_\_  
Date

**CONTRACTOR:**

**Agreed to:**

By: \_\_\_\_\_

*Signature of Authorized Agent*

\_\_\_\_\_  
*Print or Type Name and Title*

\_\_\_\_\_  
Date

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



# Incline Village General Improvement District

Response for Proposal for

Point of Sale System

ACTIVE Network, LLC

5850 Granite Parkway Suite 1200

Plano, TX 75024



5850 Granite Parkway – 12<sup>th</sup> Floor  
Plano, TX 75024

T (469) 294-7300

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

## COVER LETTER

October 02, 2023

Incline Village General Improvement District  
Heidi White, District Clerk  
893 Southwood Boulevard  
Incline Village, Nevada 89451

**Re: RFP: Point of Sale System**

Dear Selection Committee:

At Active Network, our mission is to connect people with the things they love, want, and need to do. We've been creating cutting edge registration technologies for 20 years and entrenched in the ski industry since 2011.

ACTIVE understands that Incline Village requires a solution that empowers its users and connects them with the recreation offerings. We believe given our background in program registration, along with our consulting resources and IT knowledge, that we are well positioned to meet and exceed the requirements of this proposal.

Our experience as the market leader in registration, endurance, and ski activity platforms has enabled ACTIVE's line of solutions, such as ACTIVE Net, ACTIVEWorks, and RTPIONE to set the bar as the most widely used systems in their respective sectors. It is this expertise that will serve as the foundation for understanding the needs of your participants.

With proven technological capabilities, quality strategic approach, and continued commitment to innovation, ACTIVE is well positioned to assist Incline Village in improving their customer engagement. Should the evaluation committee have any questions please reach out to your ACTIVE representative, Andy Vanica at 720.757.7825 or via email at [Andy.Vanica@ACTIVENetwork.com](mailto:Andy.Vanica@ACTIVENetwork.com).

DocuSigned by:

Kevin Farmer

Kevin Farmer

Vice-President of Sales

WHAT'S YOUR ACTIVE?

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# COMPANY BACKGROUND AND ORGANIZATION

Founded in 1999, ACTIVE Network® (ACTIVE), a Global Payments subsidiary, is a limited liability corporation (LLC), incorporated in the State of Delaware (US), headquartered in Plano, Texas, with offices throughout North America, Europe, Asia, and Australia. Our representatives are based throughout North America.

Include your firm's complete:

1. **Name:** Active Network LLC
2. **Address:** 5850 Granite Parkway Suite 1200 Plano, TX 75024
3. **Contact person:** Andy Vanica
4. **Phone number:** (720) 757-7825
5. **Email:** [andy.vanica@activenetwork.com](mailto:andy.vanica@activenetwork.com)
6. **Website address:** [www.activenetwork.com](http://www.activenetwork.com)
7. **Provide company's mission statement, values, and ethical standards.**

## ***Our Mission***

ACTIVE Network is on a mission to make the world a more active place.

We are the premier global marketplace for activities and events, connecting organizers with participants, and we have become a leading provider of data insights and business intelligence for our markets.

## ***Operating Principles***

We are:

- **Committed to our Customers' Success.** We believe in the value our customers provide in making the world a more active place.
- **Fueled by Challenge.** We are solutions-oriented and thrive on solving challenges.
- **Collaborative and Focused on Team Success.** We believe in fostering a collaborative, team-based environment in which our employees can succeed.
- **Focused on Results.** We set goals, hold ourselves accountable, measure results, and continuously improve.

## **Core Values**

- Excellence
- Commitment
- Drive
- Team

8. **Describe your company's major lines of business.** Active Network, LLC provides software solutions. The Company designs and develops software as a service technology platform which offers intelligent and intuitive registration, secure payment processing, insightful data and services to help organizers drive increased participation and revenue while streamlining administration. Active Network serves customers worldwide.
9. **What differentiates your services/company from other companies offering similar services?** With a broad and diverse team with decades of experience, Active will be able to provide specific skill sets with both the technical and business knowledge to be able to provide a complete assessment and provide IVGID scalable and potentially phased solution recommendations. Coupled with this, our experience in solution delivery will then be able to work with the IVGID team to execute the implementation and ensure a smooth transition to operations.
10. **Identify any litigation pending or threatened against your company as of the submission date.** Active is unable to comment on past and pending disputes as this information is confidential. However, the parties completing this response on behalf of Active not presently aware of any matters we believe would negatively affect our performance under the proposed agreement and/or RFP.

## EXPERIENCE

1. Number of years in management and software consulting and implementation.
2. Referrals – List of similar Project-related clients, including:
  - a. Service provided
  - b. Client organization
  - c. Scale of project (e.g. project \$ amount, location, size, duration)
  - d. Contact name and number
3. Special Considerations
4. Describe any attribute of your firm that would enhance this

### ACTIVE

1. ACTIVE Network is the leading provider of activity and participant management solutions. With 15+ years of experience as a market leader, ACTIVE is not only a business software solution, but a key component in helping you achieve your mission and serve your community. We pride ourselves on long term success and understand that this is a key step in maintaining a long successful partnership.

Our Professional Services methodology is built on the following principles:

- Understanding your business
- Developing and fostering positive relationships with all your project stakeholders
- Configuring your system to drive operational efficiency
- Empowering your system users to grow business
- Increasing your consumer participation through ease of access
- Alleviating your implementation workload by leveraging ACTIVE resources to reduce meeting lengths and minimize efforts in data conversion and data entry
- Ensuring timely execution of your project tasks

## STAFFING PLAN

1. Number of staff assigned to the work, by category
2. Job descriptions of staff, by category
3. Staff qualifications
  - a. Education/relevant experience (type and number of years) of key employees
  - b. Training of each employee or category of employee
    - i. Scope, frequency, employees covered, training, organization
4. Proposed staffing and project schedule

### ACTIVE

1. **Quantity of staff:** Two staff assigned
  - one consultant, and
  - one project manager.

2. **Job Description:** Project Manager

Project management services provide organizations with a dedicated representative responsible for overseeing the successful delivery of all implementation services. Utilizing project management services presents many benefits, including a single point of contact to:

- Track progress of all key implementation tasks through to a successful go-live
- Formal oversight over all key implementation phases performed with your implementation consultant
- Formal oversight over all data migration activities performed with your technical consultant
- Assessment and tracking of project risks, including development of mitigation strategies

In addition to the above benefits, a dedicated project manager will allow the organization to engage in routine status update meetings to ensure that ACTIVE and the customer are working in tandem for a successful rollout.

3. **Sample resume (qualifications)** for Project Manager:

**DAVID REY**

Phone: (214) 996-7233

Email: [David.Rey@activenetwork.com](mailto:David.Rey@activenetwork.com)

Organization Role: Project Manager

Education: Bachelor of Business Administration, Management from The University of Texas at El Paso

Experience: David is a seasoned Project Manager, holding a key position within the Professional Services team at ACTIVE. With a diverse portfolio encompassing various

markets, including Parks and Recreation, YMCA's, Resorts & Attractions, and specialty organizations, David has honed his expertise in delivering exceptional results through strategic project planning, cross-functional collaboration, and effective risk management. His track record includes the successful management of multiple premium and enterprise projects with leading organizations across North America including:

- City of Toronto
- Atlantis Paradise Island Bahamas
- Sea to Sky Gondola
- YMCA Oakville

### **GEORDAN REID**

Phone: (604)317-3511

Email: geordan.reid@flaik.com

Organization Role: Enterprise Architect/Delivery Manager

Experience: Geordan brings 25+ years of experience working with Enterprise class clients in various leadership and delivery roles for software vendors, enterprise operators as well as consulting services providers. Focused on business outcome, Geordan leverages his ability to create and lead diverse teams from discovery to delivery leveraging specified experts to design complete solutions. Although primarily focused within the Hospitality sector, he has been involved with Point Of Sale, E-commerce/omni-channel, HRIS, ERP, CRM and Data initiatives across Application, Infrastructure and Security architectures.

- Alterra Mtn Corporation/Ikon Pass
- Powdr Resorts
- Nature's Path Foods

### **NICK MARVIN**

Organization Role: Solution Architect

Experience: Nick is a seasoned Enterprise IT leader within the Resort industry. Nick has led many successful projects from business opportunity identification, through solution design, vendor selection, implementation and operational support. Within these experiences, Nick has been heavily involved with Access Control, Lodging, Golf, Retail, F&B, HRIS/Payroll, Credit Processing and Data initiatives. Additionally, Nick has in-depth knowledge and experience within ITSec and Infrastructure.

### **KARL LANGDALE-HUNT/PAM EVANS/TERRY PHILLIPS**

Project Roles: Business/Systems Analysts

Experience: Karl, Pam and Terry each bring decades of analytical experience within the Hospitality sector, working closely with multiple business partners to map technical solutions to business problems. With a diverse range of knowledge across various lines

of business, they are all seasoned at being able to uncover and document core business requirements from all levels of an organization.

*Resumes to be provided upon shortlisting*

## **PROJECT DELIVERY APPROACH**

### **1. Assessment Initiation**

Purpose: Clarify and define strategies and objectives, ensure executive sponsors clarity on project goals and measurements.

- Key Stakeholder interviews
- Secondary/Point of Sale owner interviews, including Finance, IT
- Establishment and agreement on project goals/objectives from executive team
- Establish and clarify Assessment Team Roles and Responsibilities (combination of Active and IVGID resources)
- Review Organizational Change Management capabilities and commitment
- Establish/confirm timeline and budget expectations, determining depth and breadth of assessment, along with capabilities of system and process change across IVGID.

Staffing Plan: Utilizing Enterprise/Solution architects via on site sessions, combined with Project Manager to create a detailed Assessment plan and timeline.

### **2. Assessment Execution**

Purpose: Focused on project goals, perform functional and system analysis of current Point Of Sales and integrations, affected business departments and stakeholders.

- Formal review of Ordinance 7 with appropriate IVGID resource(s)
- Perform on site walkthroughs of business process for in scope Point of Sale and integrated systems
- Review and confirm any current functional or technical design documents including key integrations
- Document any key areas not currently captured within existing IVGID documentation as relevant to future modelling
- Capture, document and clarify current state to end state functional requirements along with any roadmap functional requirements.
- Capture and document any potential future needs, as input to solution design scalability and capabilities.
- Identify and document infrastructure and technical requirements/limitations
- Review current operational capabilities of IVGID to ensure solution design is operationally manageable or future operational model is considered within Execution planning
- Presentation of findings to Executive Sponsorship to clarify direction and scope of solution architecture, along with potential prioritization.

Staffing Plan: Aligning to Solution Architect/Business/System Analyst skill sets, perform a mixture of on site and remote sessions. These sessions will vary dependent on areas of focus as outlined in the Assessment Initiation. Oversight and reviews provided ongoing by the Enterprise Architect.

### 3. Solution Architecture

Purpose: Create and vet solution design options with the IVGID stakeholders, presenting options for a scaled, phased approach to solution implementation.

- Establish key areas of focus and document system and functional design requirements for solution design
- Work with potential vendors to solicit solution design
- Evaluate vendor options and short list based on gathered assessed artifacts
- Work with vendors to create solution options and proposal reviews
- Provide final solution option and recommendations to IVGID stakeholders

Staffing Plan: Solution and Enterprise Architect work with vendors and where applicable technical experts to create target architecture options and phased options with budget and timeline overviews.

### 4. Implementation Plan and Proposal

Purpose: Provide an Implementation plan for the IVGID stakeholders, providing budget & timeline inclusive of project management, oversight, deliverable milestones, travel, and both project execution and operational costs for software, hardware and support.

- Create project approach and recommended project framework
- Establish project team structure and roles and responsibilities, inclusive of all vendors, contractors, and IVGID resources focused both on project execution and operational model
- Ensure commitment of IVGID Executive Sponsors and Organizational Change Management team
- Create project budget and execution plan broken down by execution phase.
- Presentation and refinement with IVDIG stakeholders

Staffing Plan: Solution and Enterprise Architect work with vendors and where applicable technical experts to create target architecture options and phased options with budget and timeline overviews.

## FINANCIAL DATA

ACTIVE Network is a subsidiary of Global Payments Inc. (NYSE: GPN). Global Payments is a leading worldwide provider of payment technology services that deliver innovative solutions driven by customer needs globally. As a member of the S&P 500, Global Payments does business with merchants and partners in 30 countries throughout North America, Europe, the Asia-Pacific region and Brazil. As a public traded organization, Global Payments do not include the financial statements of subsidiaries, however, we are authorized to provide the link to Global Payments' 10-k, as filed with the SEC:

Refer to the Investor Relations section on Global Payments website

<https://investors.globalpaymentsinc.com/overview/default.aspx>

## PROJECT COST AND SCHEDULE

The proposal must contain the cost estimate the Scope of Work and the estimated timeline for completion of the required analysis, recommendations and formulation of the cost and timeline estimate for the potential implementation of the recommendations.

The following represents the project approach as represented in the Project Delivery Approach. As part of the delivery there will be multiple on site visits coupled with remote project delivery. Duration proposals will be dependent on availability of IVGID resources.

Project Phase	Duration	Cost
Assessment Initiation	3 weeks	\$39,000
Assessment Execution	6 weeks	\$69,000
Solution Architecture	6 weeks	\$76,500
Implementation Plan and Proposal	3 weeks	\$40,500
Project Management	Ongoing	\$22,500
Projected Travel Costs		\$25,000
<b>Project Total</b>		<b>\$272,500</b>

# APPENDICES

## Terms and Conditions

Please see the following pages for a sample of ACTIVE’s standard terms and conditions.

Contract # \_\_\_\_\_

### IT PROFESSIONAL SERVICES AGREEMENT

CLIENT INFORMATION			
ORGANIZATION FULL LEGAL NAME:		ADDRESS:	
CONTACT NAME:		TELEPHONE:	
EMAIL:			

**NOTE:** If Client is tax exempt, certificate must be provided along with signed contract.

In consideration of the mutual promises and covenants contained in this Agreement, Client and Active hereby agree to be bound by this Agreement. By signing below, Client acknowledges and confirms that it has read this Agreement.

CLIENT	ACTIVE NETWORK, LLC
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Active Network, LLC  
 5850 Granite Parkway, Suite 1200, Plano, TX 75024  
 Telephone: (469) 291-0300

Contract # \_\_\_\_\_

**IT Professional Services Agreement**

Your professional services relationship with Active, and Active's provision of Professional Services as specified in an applicable Statement of Work ("SOW"), are subject to the terms and conditions set forth herein and are between you and Active. Capitalized terms are defined in Section 7 below, unless otherwise defined within the body of this Agreement, the applicable SOW. In order for Active to provide you (referred to herein as "Client") with Professional Services, you must first agree to this Agreement. You represent and warrant that you have the necessary and full right, power, authority, and capability to accept this Agreement, to bind your organization, and to perform your obligations hereunder. You can accept this Agreement by: (a) clicking to accept or agree to this Agreement, where this option is made available to you by Active; (b) where a link to this Agreement appears in an order form, SOW, or other document provided to you by Active, by signing such document; (c) by signing this Agreement, if there is a designated area to sign; or (d) by actually utilizing the features or functionality of any Professional Services provided by Active to you. In the case of (d), you understand and agree that Active will treat your use of any Products containing said Professional Services, or the Professional Services themselves, as applicable, as acceptance of this Agreement from that point onwards. You may not use the Products containing said Professional Services, or the Professional Services themselves, and may not accept this Agreement if (i) you are not of legal age to form a binding contract with Active, or (ii) you are a person barred from receiving the Products and/or Professional Services under the laws of the United States or other countries, including the country in which you are a resident or from which you use the Products and/or Professional Services. You may not use the Products containing said Professional Services if you do not accept this Agreement. By accepting this Agreement, you agree as follows:

**1. AGREEMENT STRUCTURE AND SCOPE.**

**1.1. This Agreement.** This Agreement establishes the terms and conditions to which the parties have agreed to in order to facilitate the providing of Professional Services by Active to Client. Additional Product-specific terms and conditions may be set forth in one or more documents referenced in an applicable Product Attachment and/or any corresponding General Terms. All references to the "Agreement" mean this document, inclusive of any SOWs.

**1.2. Incorporation of SOWs.** The parties may enter into new SOWs from time to time. Each SOW incorporates the terms of this Agreement.

**1.3. Incorporation of EULAs.** Client's use of any Third Party Products hereunder may be subject to, and Client will comply with, this Agreement and any applicable Third Party EULA(s).

**1.4. Affiliates.** Client's Affiliates may order Professional Services from Active (or one of Active's Affiliates) by entering into a SOW. In the event that a Client Affiliate enters into an SOW with Active (or an Affiliate of Active), reference in this Agreement to "Client" and "Active" will mean the respective entity that accepts (as described in the Preamble) the applicable SOW. Each such SOW will be deemed to be a separate agreement.

**2. FINANCIAL TERMS.**

**2.1. Fees; Payment Terms; Currency.** Fees, currency, and payment terms are specified in the applicable SOW. Unless otherwise specified in a SOW, all amounts owed by Client that are not directly collected by Active are due from Client within 30 days from the date of the applicable invoice. Past due fees will accrue interest at the lesser of the annual rate of 10% per annum or the maximum amount permitted by applicable law. In the event of any non-payment or delay in paying a fee, Client agrees to reimburse Active for any fees and expenses incurred in its collection efforts. Payment of fees is under no circumstances subject to or conditioned upon the delivery of future Professional Services or functionality.

**2.2. Taxes.** The prices in this Agreement do not include Taxes. Client is responsible for and agrees to pay any and all Taxes. If Client is tax-exempt, Client will send Active a copy of its valid tax-exempt certificate (or, as applicable, its reseller's certificate) prior to execution of any SOW. Client is solely responsible for determining which, if any, Taxes apply to Client's use of the Professional Services and for collecting, remitting, and reporting the correct amounts of all such Taxes to the applicable governmental authorities, even if Active provides Client with tools that assist Client in doing so. In the event that a governmental authority requires Active to pay any Taxes attributable to Client's use of the Professional Services, Client agrees to defend, indemnify, and hold Active harmless from all such Taxes and all costs and expenses related thereto.

**3. LIMITED RIGHTS AND OWNERSHIP; CLIENT ACKNOWLEDGEMENTS; INDEMNIFICATION.**

**3.1. Reservation of Rights.** All rights not expressly granted in this Agreement are reserved by Active and its licensors. Client acknowledges that: (a) only Professional Services will be provided under this Agreement and are licensed to Client, and not sold to Client; (b) Client acquires only the right to utilize the Professional Services in accordance with this Agreement, and Active and/or its licensors or subcontractors will retain sole and exclusive ownership of and all rights, title, and interests in the Professional Services, including the following: (i) all Intellectual Property embodied or associated with the Professional Services, (ii) all deliverables and work product associated with the Professional Services, and (iii) all copies and derivative works thereof; and (c) the Professional Services, including the source and object codes, logic, and structure, contain and constitute valuable trade secrets of Active and its licensors.

**3.2. Restrictions.** Unless otherwise set forth in a EULA or SOW, Client will not itself, or through any Affiliate, employee, consultant, contractor, agent, or other third party: (a) sell, resell, distribute, host, lease, rent, license, or sublicense, in whole or in part, the Professional Services; (b) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer, or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure, or other elements of the Professional Services in whole or in part, for competitive purposes or otherwise; (c) allow access to, provide, divulge, or make available the Professional Services to any user other than those who are licensed to have such access; (d) write or develop any derivative works based upon the Professional Services; (e) modify, adapt, translate, or otherwise make any changes to the Professional Services or any part thereof; (f) use the Professional Services to provide processing services to third parties, or otherwise use the same on a service bureau basis; (g) disclose or publish, without Active's prior written consent, (i) performance or capacity statistics, or the results of any benchmark test performed on the Professional Services, or (ii) the terms (but not the existence) of this Agreement or other valuable trade secrets of Active or its licensors; (h) without Active's prior written consent, perform or disclose or cause to be performed or disclosed any information related to any security penetration or similar tests; (i) disclose or otherwise use or copy the Professional Services except as expressly permitted herein; (j) remove from any Professional Services identification, patent, copyright, trademark, or other notices or circumvent or disable any security devices' functionality or features; (k) contest or do or aid others in contesting or doing anything which impairs the validity of any proprietary or Intellectual Property rights, title, or interests of Active in and to any Products; (l) use the Professional Services for other than authorized and legal purposes, consistent with all applicable laws, regulations, and the rights of others; (m) take any steps to avoid or defeat the purpose of security measures associated with the Professional Services, such as sharing of login and password information, or attempt to

Contract # \_\_\_\_\_

circumvent any use restrictions; or (n) except as expressly permitted by this Agreement, use the Professional Services for hosting purposes. Further, Client will: (a) not use the Professional Services to transmit, publish, or distribute any material or information: (i) for which Client does not have all necessary rights and licenses, including any material or information that infringes, violates, or misappropriates the intellectual property rights of any third party; (ii) that contains a computer virus or other code, files, or programs designed to disrupt or interfere with the functioning of the Professional Services; (iii) that is inaccurate or misleading; (iv) that is or that may reasonably be perceived as being harmful, threatening, offensive, obscene, or otherwise objectionable; (v) that contains a virus or malicious code; or (vi) that includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable person would consider private in nature; (b) not attempt to gain access to any systems or networks that connect to the Professional Services except for the express purpose of using the Professional Services for their intended use; (c) not engage in any activity that interferes with or disrupts the Professional Services; (d) not use the Professional Services in violation of the CAN-SPAM Act, Canadian Anti-Spam Legislation, or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications. Client hereby grants to Active a limited license to use information provided by Client relating to Client's organization and/or events operated by Client, which may include content regarding the event, Client's organization's name, trademarks, service marks, and logo, in connection with the promotion of Client's organization or events and the Professional Services that Active provides. Client acknowledges and agrees that some or all of the Professional Services may be completed by Active or Active's affiliates or subcontractors, some of which may be located outside of the United States.

**3.3. Indemnification.** Client will indemnify, defend, and hold harmless Active from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of: (i) a claim that Client brand features or Client intellectual property of any type infringes or misappropriates any patent, copyright, trade secret or trademark of a third-party; (ii) any deficiency (including penalties and interest) relating to Taxes that are the responsibility of Client; (iii) a claim alleging facts that would constitute a breach by Client, or Client's subcontractors, of this Agreement; (iv) injury or death to a person or damage to property resulting from the negligence or any act or omission by Client in connection with the Professional Services; (v) any violation of the Law by Client or Client's affiliates, agents, or other personnel; or (vi) Active's use of any Client content, data, or information, or Active's use of directions, instructions, plans, or suggestions of Client, provided that such use complies with the requirements of this Agreement.

**3.4. Enforcement.** Client will (a) ensure that all users of Professional Services comply with the terms and conditions of this Agreement; (b) promptly notify Active of any actual or suspected violation thereof; and (c) cooperate with Active with respect to any investigation and enforcement of this Agreement.

#### 4. DISCLAIMERS AND LIMITATION OF LIABILITY.

4.1 EXCEPT AS OTHERWISE SET FORTH HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT THE PROFESSIONAL SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE WARRANTIES, IF ANY, SET FORTH HEREIN ARE LIMITED TO THEIR EXPRESS TERMS AND ARE IN LIEU OF, AND ACTIVE, ITS LICENSORS, AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY (a) WARRANTY THAT THE PROFESSIONAL SERVICES ARE ERROR-FREE OR "BUG"-FREE, ACCURATE, SECURE, OR RELIABLE; (b) WARRANTY THAT THE PROFESSIONAL SERVICES WILL OPERATE WITHOUT INTERRUPTION; (c) WARRANTY THAT ALL ERRORS WILL BE CORRECTED OR THAT THE PROFESSIONAL SERVICES WILL COMPLY WITH ANY LAW, RULE, OR REGULATION; (d) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT; (e) IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; AND (f) WARRANTY THAT THE PROFESSIONAL SERVICES WILL MEET CLIENT'S REQUIREMENTS. ACTIVE WILL NOT BE LIABLE FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT, STATUTE, TORT, OR OTHERWISE), INCLUDING DAMAGES FOR LOST PROFITS, LOST SAVINGS, COST OF REPLACEMENT SERVICES, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, WHETHER OR NOT ACTIVE HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HOWEVER, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION ONLY APPLIES WHERE ALLOWED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ACTIVE'S TOTAL AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO (I) THE AMOUNT OF FEES ACTUALLY PAID BY CLIENT AS CONSIDERATION FOR THE PROFESSIONAL SERVICES UNDER THE APPLICABLE SOW GIVING RISE TO SUCH CLAIMS DURING THE 12 MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CAUSE OF ACTION AROSE, OR (II) IF NO SUCH PAYMENTS HAVE BEEN MADE OR SUCH AMOUNTS CANNOT BE CALCULATED, \$10,000 U.S. DOLLARS (OR THE EQUIVALENT THERETO AS DETERMINED BY THE APPLICABLE COUNTRY'S CURRENCY), AS APPLICABLE. NOTWITHSTANDING THE ABOVE, IF YOU RESIDE OUTSIDE OF THE U.S., THIS DOES NOT AFFECT ACTIVE'S LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE, NOR FOR FRAUDULENT MISREPRESENTATION, MISREPRESENTATION AS TO A FUNDAMENTAL MATTER, OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. EXCEPT AS MAY OTHERWISE BE AGREED BY THE PARTIES IN WRITING, NEITHER PARTY GUARANTEES THE OTHER PARTY, OR SHALL BE HELD LIABLE FOR, ANY REVENUE, LEVEL OF EXPOSURE, DOWNLOADS, SALES, END USER OR LICENSEE SATISFACTION, SUCCESSFUL IMPLEMENTATIONS, OR INSTALLATIONS WITH RESPECT TO ANY PROFESSIONAL SERVICES UNDER THIS AGREEMENT, OR ANY SOW HEREUNDER.

4.2 TO THE EXTENT THIS AGREEMENT IS GOVERNED BY ENGLISH LAW, THE FOLLOWING APPLIES: ACTIVE IS LIABLE UNDER APPLICABLE STATUTORY PROVISIONS FOR INTENT AND GROSS NEGLIGENCE. THE SAME APPLIES TO ASSUMPTIONS OF GUARANTEES, STRICT LIABILITY, OR INJURY TO LIFE, LIMB, OR HEALTH. ACTIVE IS LIABLE FOR ANY NEGLIGENT BREACHES OF ESSENTIAL CONTRACTUAL OBLIGATIONS BY ACTIVE BUT THE AMOUNT SHALL BE LIMITED TO THE TYPICALLY OCCURRING FORESEEABLE DAMAGE. ANY ADDITIONAL LIABILITY OF ACTIVE IS EXCLUDED.

4.3 TO THE EXTENT THIS AGREEMENT IS GOVERNED BY AUSTRALIAN LAW, THE FOLLOWING APPLIES: EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND EXCEPT FOR ANY CONDITION OR WARRANTY THE EXCLUSION OF WHICH COULD BE VOID OR OTHERWISE CONTRAVENE THE TRADE PRACTICES ACT 1974 (CTH) OR ANY OTHER APPLICABLE LAW ("NON EXCLUDABLE CONDITION"), ALL SOFTWARE AND SERVICES OF ACTIVE ARE PROVIDED TO YOU ON AN "AS-IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR ANY NON-EXCLUDABLE CONDITION OR OTHERWISE AS CONTAINED IN THIS AGREEMENT, ACTIVE EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE USE OF ITS SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SPECIFICATIONS WILL MEET YOUR REQUIREMENTS. WHERE LEGISLATION IMPLIES INTO THIS AGREEMENT ANY NON-EXCLUDABLE CONDITION, ACTIVE'S LIABILITY FOR ANY BREACH OF SUCH NON-EXCLUDABLE CONDITION WILL BE LIMITED AT ACTIVE'S SOLE DISCRETION TO ONE OR MORE OF THE FOLLOWING: (I) IN THE CASE OF GOODS, ANY ONE OR MORE OF THE FOLLOWING: (I) THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS; (II) THE REPAIR OF THE GOODS; (III) THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS; OR (IV) THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED; (2) IN THE CASE OF SERVICES: (I) THE SUPPLYING OF THE SERVICES AGAIN; OR (II) THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN.

Contract # \_\_\_\_\_

(B) ACTIVE SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL OR PUNITIVE DAMAGES INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFIT, LOSS OF GOODWILL, WORK STOPPAGE, DATA LOSS, ANTICIPATED SAVINGS OR COMPUTER FAILURE WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF ACTIVE OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH LOSS OUGHT REASONABLY TO HAVE BEEN IN THE CONTEMPLATION OF THE PARTIES AT THE AGREEMENT DATE. DESPITE ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, ACTIVE'S TOTAL AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY YOU AS CONSIDERATION FOR THE SOFTWARE AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE.

4.4 FOR THE PURPOSES OF THIS SECTION 4 AND ANY INDEMNIFICATION PROTECTING ACTIVE UNDER THIS AGREEMENT, REFERENCE TO ACTIVE WILL ALSO INCLUDE ITS SUPPLIERS, SUBCONTRACTORS AND LICENSORS.

## 5. TERM AND TERMINATION.

5.1. **Term.** The term of this Agreement will be set forth in the applicable SOW.

5.2. **Termination.** Either party may terminate this Agreement, including any or all SOWs executed hereunder, immediately upon written notice: (a) in the event that the other party commits a non-remediable material breach of this Agreement and/or the applicable SOW, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach, except for breach of Section 2 of this Agreement which will have a 10 day cure period; or (b) in the event of institution of bankruptcy, receivership, insolvency, reorganization, or other similar proceedings by or against either party under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar laws or statutes of the United States or any state thereof, if such proceedings have not been dismissed or discharged within 30 days after they are instituted; or the insolvency or making of an assignment for the benefit of creditors or the admittance by either party of any involuntary debts as they mature or the institution of any reorganization arrangement or other readjustment of debt plan of either party not involving the United States Bankruptcy Code. Following termination of this Agreement or SOW (for whatever reason), if requested by Active, Client will certify that it has returned or destroyed all copies of the applicable Professional Services and acknowledges that its rights to use the same are relinquished. Termination for any reason will not excuse Client's obligation to pay in full any and all amounts due, nor will termination by Active result in a refund of fees paid.

## 6. GENERAL PROVISIONS.

6.1. **U.S. Government Restricted Rights.** The Professional Services and all features and functionality therein are provided with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraphs (b)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. The Manufacturer is Active Network, LLC or one of its Affiliates or subsidiaries.

6.2. **Suspension.** Active will be entitled to suspend any or all Professional Services, including suspending its performance hereunder, upon 10 days' written notice to Client in the event Active reasonably believes that Client is in breach of this Agreement.

6.3. **Force Majeure.** Neither party will incur any liability to the other party on account of any loss, claim, damage, or liability to the extent resulting from any delay or failure to perform all or any part of this Agreement, if and to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the reasonable control and without any negligence on the part of the party seeking protection under this subsection, including internet service provider or third party payment delays or failures, acts of God, strikes, lockouts, riots, acts of war, terrorism, earthquake, fire, or explosions. Dates by which performance obligations under any SOW are to be met will be extended for a time equal to the time lost due to the delay so caused.

6.4. **Assignment.** Active may assign this Agreement and any or all of its rights and obligations herein without Client's approval. Client may not assign or transfer this Agreement without the prior written consent of Active.

6.5. **Export; Anti-Bribery.** The Professional Services may include encryption software or other encryption technologies that may be controlled for import, transfer, export, or other purposes under Export Laws. Client may not export, re-export, transfer, or re-transfer or assist or facilitate in any manner the export, re-export, transfer, or re-transfer of or provide access to any portion of the Professional Services in violation of Export Laws, as determined by the laws under which Client operates, including: (a) to any country on Canada's Area Control List; (b) to any country subject to U.N. Security Council embargo or action; (c) contrary to Canada's Export Control List Item 5505; (d) to countries subject to U.S. economic sanctions and embargoes; and (e) to persons or entities prohibited from receiving U.S. exports or U.S.-origin items, including, to any person or entity appearing on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List; the Bureau of Industry and Security's Denied Persons List, Entity List, or Unverified List; or the Department of State Debarred List. Client hereby represents and covenants that: (i) Client is eligible to access the Professional Services under Export laws and all other applicable laws; and (ii) Client will import, export, re-export, transfer, or re-transfer the Professional Services to, or use or access the Professional Services in, any country or territory only in accordance with Export Laws and all other applicable laws. Furthermore, Client hereby represents and covenants that, in connection with its respective activities conducted under this Agreement, it will comply with the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act of 2010, as amended, and the Convention on Combating Bribery of Foreign Public Officials and has not and will not make or receive, directly or indirectly, any payments or gifts, or offers or promises of payments or gifts or things of value in exchange for anything that may arise out of this Agreement in a manner that would violate these laws and rules or any other applicable anti-corruption or anti-bribery laws or regulations.

6.6. **Notices.** Any notices required to be given under this Agreement will be in writing sent to the address on file with Active for Client or, in the case of Active, to the address set forth in Section 7 of this Agreement to the attention of Legal Department. Notices will be deemed received the next day if sent via overnight mail or courier with confirmation of receipt, or 3 days after deposited in the mail sent certified or registered.

6.7. **Relationship.** This Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

Contract # \_\_\_\_\_

**6.8. Severability.** If any part or provision of this Agreement is held to be unenforceable, illegal, or invalid by a court of competent jurisdiction for any reason whatsoever, (a) the validity, legality, and enforceability of the remaining provisions of this Agreement (including all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (b) to the fullest extent possible, the unenforceable, illegal, or invalid provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable, illegal, or invalid provision and this Agreement will be deemed amended accordingly.

**6.9. Survival.** The following provisions will survive any termination, cancellation, or expiration of this Agreement: Sections 2, 3, 4, 5, 6.6, 6.8, 6.9, 6.11, 6.13, 6.14, 6.15, 6.17 of this Agreement, and such other provisions that should reasonably survive termination, cancellation, or expiration hereof.

**6.10. Amendments; No Waiver.** No amendment or waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party against which it is sought to be enforced.

**6.11. Entire Agreement.** This Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, agreements, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. No modification to this Agreement will be binding unless it is in writing and includes a signature by an authorized representative of each party. All pre-printed terms of any Client purchase order, business processing document, or on-line terms will have no effect. There have been no material representations or statements by any person or party to this Agreement as an inducement for a party hereto to accept this Agreement other than what is expressly set forth in writing herein.

**6.12. No Third Party Beneficiaries.** This Agreement is for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or benefits on any third party, including any employee of a party, any client of a party, or any employee of a client of a party. Notwithstanding the above, the parties acknowledge that all rights and benefits afforded to Active under this Agreement will apply equally to its licensors, subcontractors and suppliers, and the owner of the Third Party Products with respect to the Third Party Products, and such third parties are intended third party beneficiaries of this Agreement, with respect to the Third Party Products as applicable.

**6.13. Governing Law and Venue.** Except as set forth below, this Agreement will be governed by the laws of the State of Texas, without giving effect to the conflict of law provisions thereof. The parties irrevocably agree that any legal action or proceeding relating to this Agreement will be instituted only in any state or federal court in Dallas County, Texas. Neither the United Nations Convention of Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act will apply to this Agreement. **THE PARTIES HERETO IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.** Notwithstanding the above, for purposes of this Agreement, certain of the terms and conditions will vary depending on the location of the Client. If a country or term is not specified below, then the Governing Law and Venue set forth above shall apply.

If your principal place of business is in:	The governing law is:	The courts having exclusive jurisdiction are:
Canada	Province of British Columbia	Province of British Columbia
United Kingdom, Ireland, Germany, France, or Austria	England	England
Singapore	Singapore	Singapore
New Zealand	England	England
Hong Kong	Hong Kong	Hong Kong
Australia	New South Wales	Sydney, New South Wales
Switzerland	England	England
Denmark	England	England
Netherlands	England	England
Spain	England	England
Sweden	England	England

**6.14 Order of Precedence.** To the extent any terms and conditions of this Agreement conflict with the terms and conditions of any SOW, the provisions of this Agreement will control as it relates to Professional Services. To the extent any provision of this Agreement conflict with the provisions of a Third Party EULA as it relates specifically to any such Third Party Products, the Third Party EULA will control.

**6.15 Interpretation.** Any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time. The headings and pronouns contained herein are for convenience and ease of reference only and will not affect the construction or interpretation of this Agreement. The word "including" in this Agreement means "including, without limitation." All references to days means calendar days. This Agreement will not be construed in favor of or against a party based on the author of the document.

**6.16 Counterparts.** This Agreement and each SOW, and any exhibits thereto may be executed in one or more counterparts, each of which will constitute an enforceable original of this Agreement, and the parties agree that electronic or digital signatures, as well as pdf scanned copies of signatures, will be as effective and binding as original signatures.

**6.17 Remedies Cumulative; Injunctive Relief.** All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether provided by law, equity, statute, in any other agreement between the parties or otherwise. Furthermore, in the event of a breach or threatened breach of the intellectual property obligations in this Agreement, Active, in addition to any and all other rights (at law or in equity) which may be available, will have the right of injunctive relief and other appropriate equitable remedies to restrain any such breach or threatened breach, without the requirement of posting a bond.

**7. DEFINITIONS.**

Contract # \_\_\_\_\_

**"Active"** means Active Network, LLC, or, if your principal place of business is in Canada, The Active Network, Ltd., together with their Affiliates with a principal place of business at 5850 Granite Parkway, Suite 1200, Plano, TX 75024.

**"Affiliates"** of a designated corporation, company, partnership, or other entity means all entities which control, are controlled by, or are under common control with the named entity, whether directly or through one or more intermediaries. For purposes of this definition "controlled" and "control" mean ownership of more than 50% of the voting capital stock or other interest having voting rights with respect to the election of the board of directors or similar governing authority.

**"Agreement"** means this Agreement, together with all SOWs accepted and entered into by the parties (as described in the Preamble).

**"Client"** means the individual who accepts this Agreement (as described in the Preamble) and any business entity on behalf of which such individual accepts this Agreement.

**Desktop Software** means each Active-developed and/or Active-owned software product in machine readable object code (not source code) that is installed on desktop(s) or server(s) controlled by Client, the Documentation for such product, and any Updates and Upgrades thereto.

**"Documentation"** means the user instructions, release notes, manuals, or on-line help files in the form generally made available by Active, regarding the use of the applicable Software or Services, as updated by Active from time to time.

**"Effective Date"** means the date that Client accepts this Agreement (as described in the Preamble).

**"Export Laws"** means export control laws and regulations of the countries and/or territories in which Active operates or in which the Professional Services are used, accessed, or from which the Professional Services are provided.

**"Hardware"** means computer hardware, equipment, and/or utilities supplied by Active pursuant to an SOW.

**"Intellectual Property"** means any and all intellectual property and proprietary rights (in whole or in part) recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed, or recorded, including inventions, technology, patent rights (including patent applications, divisions, and disclosures), copyrights and all works of authorship (whether or not copyrightable), moral rights, trade secrets, trademarks and other indicators of source (and the goodwill associated therewith), service marks, trade dress, logos, methodologies, procedures, processes, know-how, tools, utilities, techniques, protocols, various concepts, ideas, methods, models, templates, software, source code, algorithms, tools, utilities, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, layouts, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which Active has created, acquired, or otherwise has rights in, and may, in connection with the performance of Professional Services hereunder, create, employ, provide, modify, create, acquire, or otherwise obtain rights in, and in each case includes any derivative works, alterations, and other modifications using, incorporating, based on, or derived from the foregoing.

**"Maintenance Services"** means the provision of Updates and Upgrades related to the Software all as more particularly set out in the applicable Product Attachment and/or SOW.

**"Preamble"** means the first paragraph of this Agreement.

**"Products"** means, collectively, SaaS, Desktop Software, Services, Hardware, and all other services, products, or materials provided by Active to Client under the terms of a General Terms or Product Attachment document.

**"Professional Services"** means the implementation, site planning, configuration, integration, and deployment of the Software or SaaS, training, project management, and other consulting services.

**"SaaS"** means (a) the software as a service which is hosted by Active or its hosting providers and which is accessed by Client and its users via the internet; (b) Active's web sites; and (c) associated services, as more fully described in an applicable Product Attachment. SaaS functionality is subject to change from time to time at Active's sole discretion.

**"SOW"** means the Statement of Work, quote, pricing form, web page, order form, or similar document and the terms and conditions contained therein "accepted" (as described in the Preamble) by the parties that describes order-specific information, such as a description of Professional Services ordered, features, options, license details, and fees.

**"Software"** means the SaaS and the Desktop Software, collectively.

**"Support Services"** means the provision of technical assistance for Software or Hardware as further described in an applicable Product Attachment and/or SOW.

**"Taxes"** means any and all applicable taxes, including sales, use, excise, withholding, assessments, stamp, transfer, value-added, duties, tariffs, export charges, import charges, and other taxes or assessments (however designated) imposed by any foreign, federal, provincial, state, or local governmental authority upon or applicable to Products arising out of this Agreement, other than those based on Active's net income.

**"Third Party EULA"** means the end user license agreement, if any, that accompanies the Third Party Products, which governs the use of or access by Client to the applicable Third Party Products.

**"Third Party Products"** means those hardware, firmware and/or software products, including updates and enhancements thereto, if any, owned by third parties, together with all user manuals and other documents accompanying the delivery of the Third Party Products.

**"Updates"** means bug fixes, patches, error corrections, minor releases, or modifications or revisions that enhance existing performance of the Software that are provided as part of Maintenance Services. Updates exclude Upgrades.

Contract # \_\_\_\_\_

"Upgrades" means a new Software release that contains major functionality enhancements or improvements; and which is designated by an incremental increase in the release number to the left of the decimal point (by way of example only, release 5.0 designates an Upgrade from release 4.x). Upgrades exclude new products, modules or functionality for which Active generally charges a separate fee.

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## RFP Exceptions

Active Network, LLC (“Active” or “Proponent”) is in general agreement with the concepts contained in the terms and conditions of the Solicitation RFP Point of Sale System dated August 25, 2023 for the Incline Village General Improvement District (the “RFP”) and submits this proposal based on the understanding and condition that the Incline Village General Improvement District (the “Client”) and Active will work together in a spirit of cooperation to discuss, clarify, and agree upon the specific scope of services, deliverables, pricing, schedules, responsibilities between the parties, assumptions, and contract terms (including legal terms and conditions, as well as insurance coverage amounts) applicable to the services described in this Response to the RFP prior to finalizing the arrangement between the parties. Please note that Active requests that Active’s standard terms and conditions, a sample copy of which is attached to this proposal, form the base of the arrangement.

Active seeks to work with the Client to better understand, clarify, include and/or modify in any resulting contract several issues, including but not limited to the issues cited below. We are confident that through these discussions we can reach agreement on these issues in a timely and efficient manner as we have done previously in similar contracts with other similarly situated customers.

Active takes exception to the following terms, conditions and/or concepts in the RFP:

1. Section E of the RFP “Insurance Requirement”, Exhibit C “Standard Services Agreement Example”: The Proponent respectfully takes exception to the section/s and/or attachments listed and seeks to delete it in its entirety and replace with Active’s standard terms and conditions (attached). The Proponent’s offering is based upon utilizing the Proponent’s template as a starting point since the Proponent’s offering is nuanced and the Proponent’s template reflects such. The Proponent is confident that the parties can work to find mutually acceptable terms and conditions based upon this approach. The proposed change will have no impact on the anticipated services.

Proponent hereby takes exception to any term or condition of the RFP which is in direct conflict with, or in addition to, Active’s standard terms and conditions attached to Active’s submission.

**Active hereby reserves the right to take additional exceptions to the terms, conditions or concepts in the RFP, if necessary, at a future date.**

# Point of Sale System for IVGID

Luxoft Proposal

October 2023

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G EXCELLENCE FOR OUR CUSTOMERS  
UR CUSTOMERS AND COLLEAGUES D

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# Our Understanding

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# Our Understanding of Your Requirements

## Overall Project Goal

The Incline Village General Improvement District (IVGID) wishes to evolve and consolidate its Point of Sale (POS) and Financial Software. A two-phase approach has been defined: Assessment and Implementation.

We recommend adding a third phase: Production Rollout to follow the acceptance testing sign off of the implementation.

## This Proposal

This proposal is for the Assessment phase which includes:

- Assessing the current POS and Financial Software technical environment
- Gathering and consolidating requirements from each current software implementation
- Formulating a written recommended transition plan for moving from the current state to the desired state. In other words, creating the Implementation Plan. This implementation plan should include:
  - Costs for project management, oversight, and implementation of the recommendations
  - Recurring costs for hosting, hardware and product licensing
  - A timeline of deliverables
  - Access to proprietary source code
  - Staff training
  - Product documentation
  - Bi-weekly status reports to the District's implementation team
  - Estimated required staff time

# Our Understanding of Your Requirements

## Scope

### Desired State

These requirements are key to the success of the project:

- Integration with the core financial system (Tyler Munis)
- Consolidation and integration of the master records across all POS
- PCI compliance, stored payment, EMV, NFC, as few payment processors as possible
- Little, if any, loss in operational functionality from the current POS
- A consolidated e-commerce platform that addresses all or as many of the retail venues (Golf, Tennis, Ski, Rec Center) needs
- A restricted access platform that addresses all or as many of the non-retail (owners & residents only)
- Customer relationship management across all retail POS platforms
- Documentation and Staff training on newly proposed systems

### Expected Outcomes

- To have access media tied to the user's various venue passes (ski pass, recreation center membership pass, golf pass, etc.)
- User's personal credit card on record for purchases at the venues
- Venue appropriate RFID access control at the various venues

# Proposal Highlights

- The RFP does a good job of setting the goals for the project. Based on that, we have included a smaller than usual one-person strategy team to gather user goals and current pain points, refine the project goals, drive consensus, and to define metrics for the system.
- The technical team will use a combination of documentation review and interviews to drive the assessment. They will also bring industry, technology best practices and relevant experience from past projects to drive their findings.
- Luxoft will conduct a series of workshops to drive rapid decision making, set common goals, and build consensus across the organization.
- Based on the need for close collaboration, we have proposed a United States based team.

## Out of Scope (exclusions)

- We will deliver a high-level implementation plan to drive the next phase of the project. That plan will include EPICs/Features, and identify milestones, and not all backlog items which are early Implementation activities.

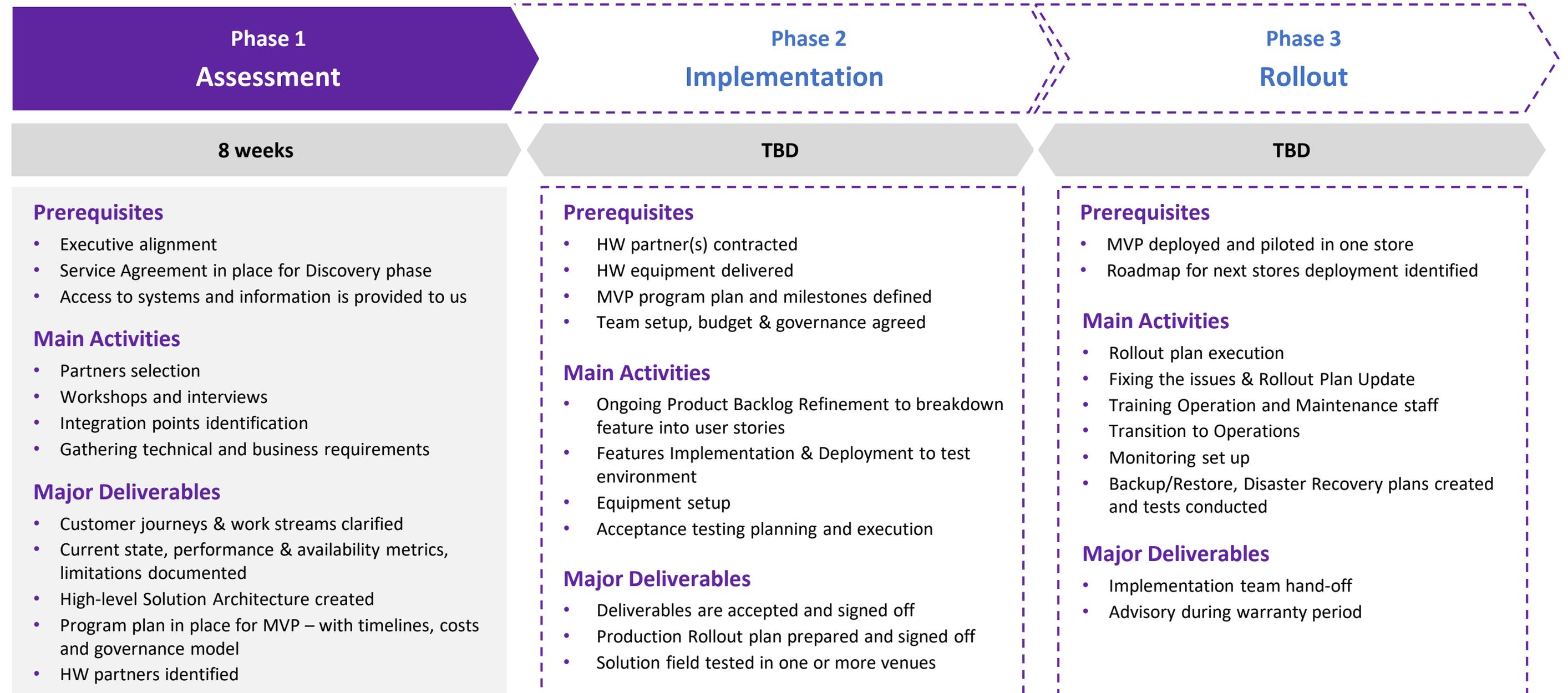
## Options

- On-premise system vs a native cloud solution
- Data Analytics built in the target state system vs a Tyler Munis BI capabilities

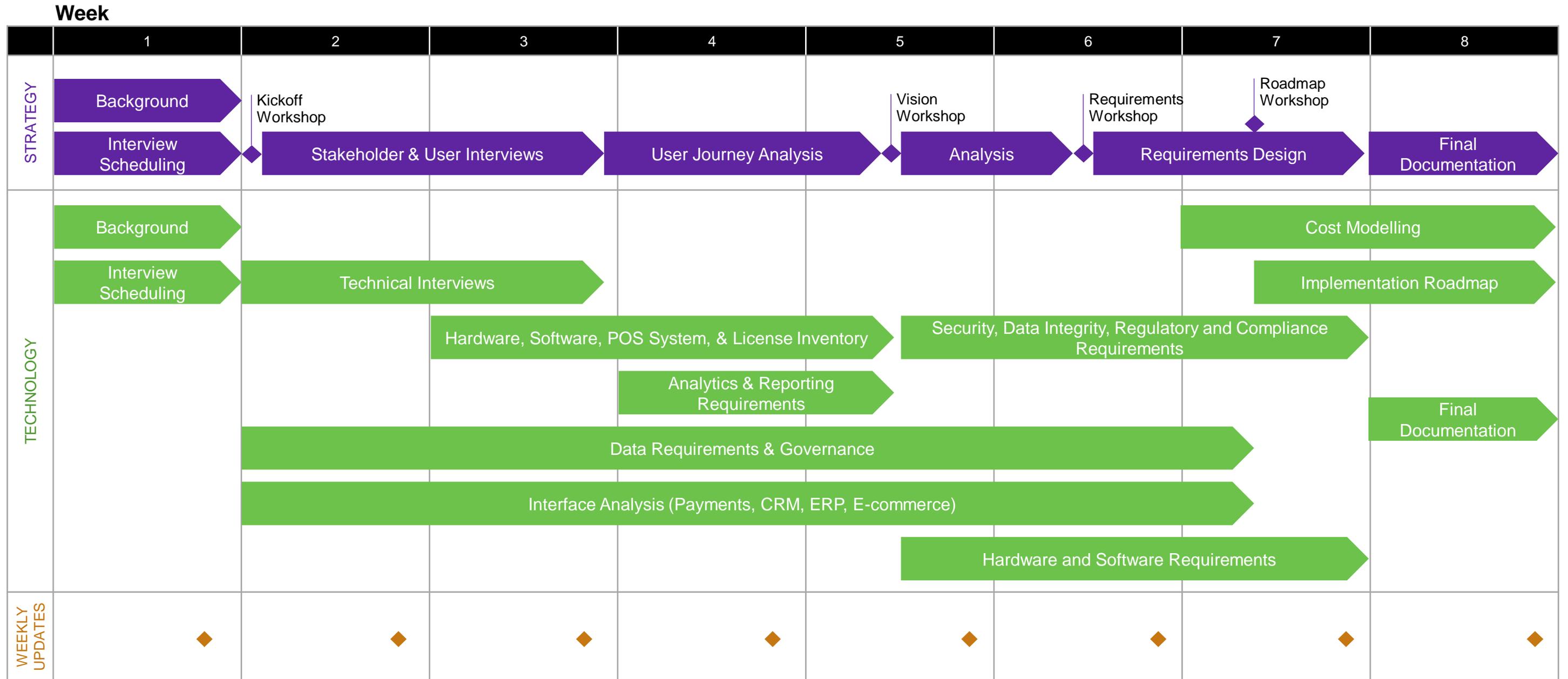
# Our Approach

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# Project Phases & Deliverables



# High Level Assessment Plan

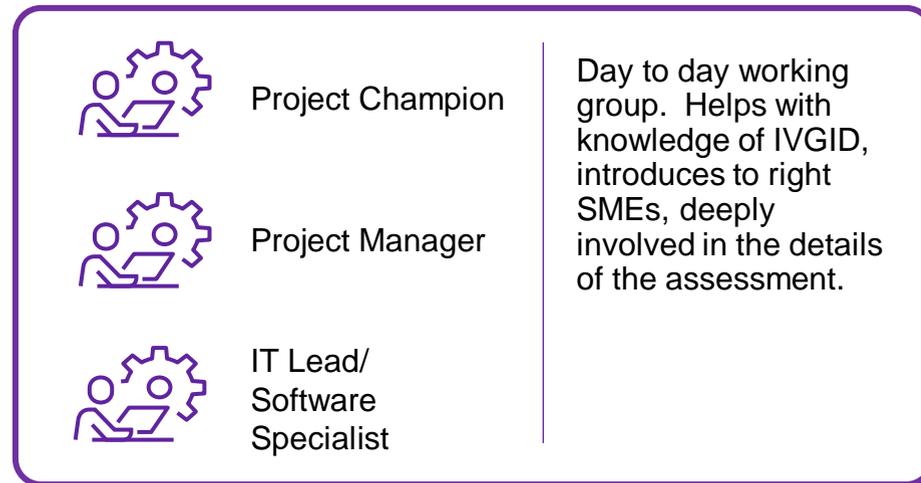


# Resource allocation (Assessment Phase)

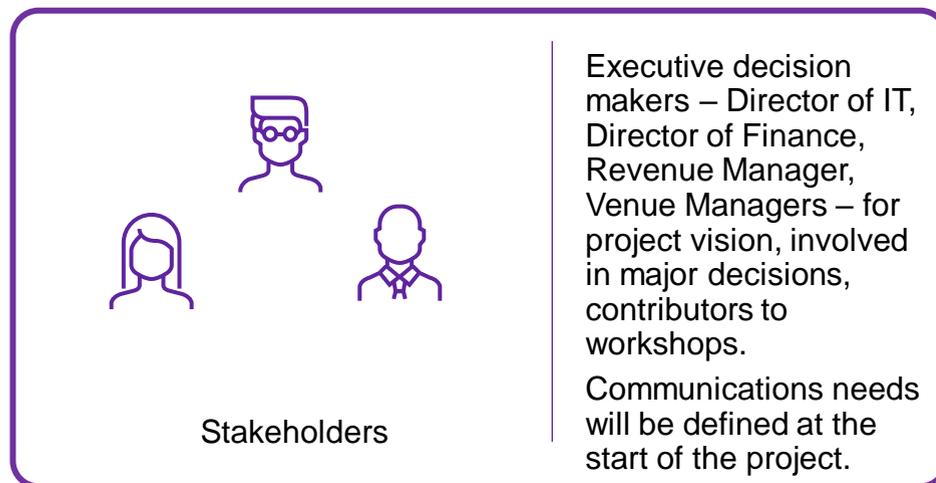
## Proposed Team Structure

### IVGID Team

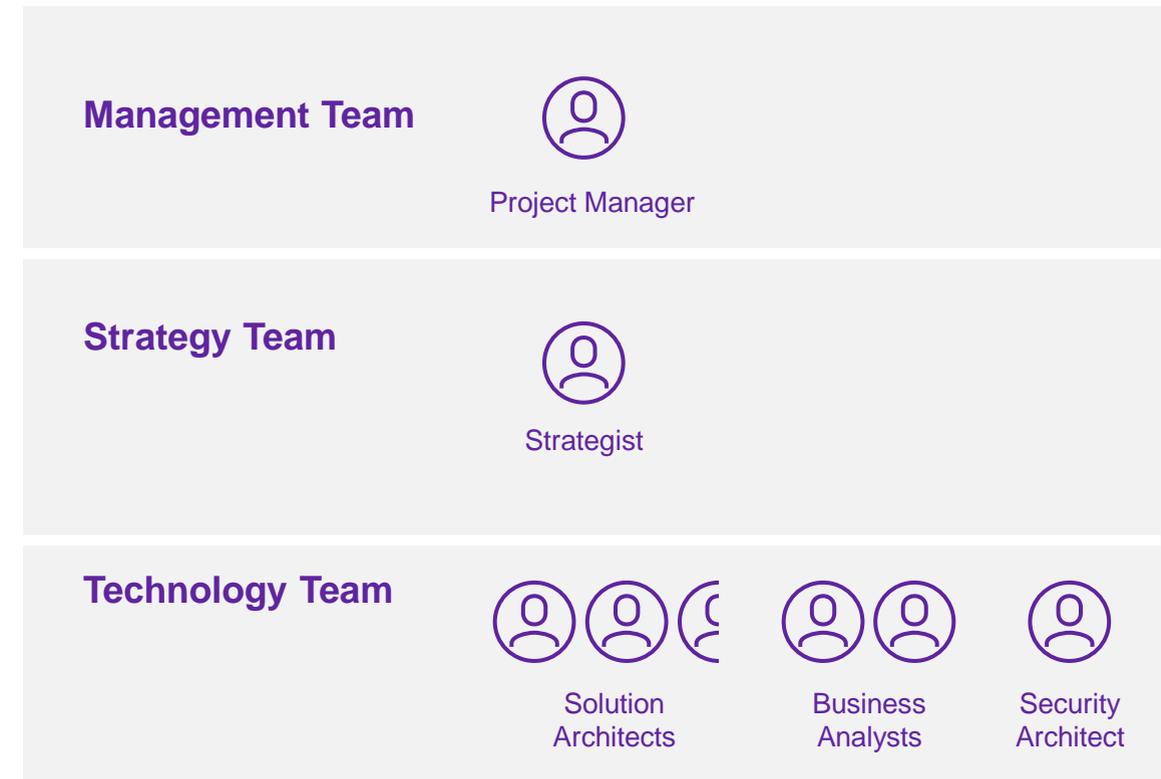
#### Working Team



#### Stakeholder/Executive Team



### Luxoft Team



# Budget Allocation

## Fixed Assessment Cost

**\$413,546 USD**

Pricing includes all travel expenses.

This is a fixed price cost for an 8-week delivery of the Assessment Phase.

## Proposed Staffing Plan:

Solution Architect	2.5
Security Architect	0.1
Business Analyst	2
Project/Delivery Manager	0.5
Strategist	1

# Roles Description

Role	Profile	Responsibilities
<b>Solution Architect</b>	Overall responsibility for the solution architecture, including all software and appropriate hardware elements	<ul style="list-style-type: none"> <li>Leads and coordinates technical activities and documenting throughout the project</li> <li>Establishes the overall structure for each architectural view: the decomposition of the view, the grouping of elements, and the interfaces between these major groups</li> <li>Develops all system design deliverables including the database and system design specifications, and technology infrastructure</li> <li>Reviews development deliverables</li> <li>Maintains coherence of the deliverables produced by all development groups</li> </ul>
<b>Business Analyst</b>	Responsible for overall Customer's business processes analysis and modeling, business requirements development	<ul style="list-style-type: none"> <li>End-users' business requirements analysis and high-level business requirements development</li> <li>System requirements detailed analysis to prepare functional specifications</li> <li>Requirements change management</li> <li>Rough estimating of the development efforts using appropriate technologies, tools, and methods</li> <li>Design high quality business systems solutions by identifying and evaluating options</li> <li>Facilitates and occasionally leads or champions the effort to document system requirements with signoff by business stakeholders</li> </ul>
<b>Project Manager</b>	Overall responsibility for management and success of project –allocate resources, set priorities, coordinate interactions with the Client and keep the project team focused on the right goal	<ul style="list-style-type: none"> <li>Plans, organizes, directs and manages the day-to-day activities of a project</li> <li>Communicates with the project stakeholders, reaches and maintains commitments</li> <li>Controls project scope, when necessary, involving change management procedures to handle change requests</li> <li>Provides Project Status Reports on the regular basis</li> <li>Develops and updates all system design deliverables</li> <li>Creates and updates project, design and requirements documentation</li> </ul>
<b>Strategist</b>	Plays a pivotal role in bridging the gap between technology and business goals. It is responsible for crafting and executing strategies that drive innovation, improve efficiency, and ultimately contribute to the success of the project	<ul style="list-style-type: none"> <li>Thinks strategically and align technology initiatives with the organization's long-term goals and objectives.</li> <li>Analyzes current systems, identify strengths and weaknesses, and devises strategies to improve efficiency, effectiveness, and competitiveness.</li> <li>Assess and mitigate risks associated with technology projects and strategies is part of the job. Identify potential threats to the organization's data, systems, and operations.</li> <li>Collaborate with target users to understand their technology needs and ensure alignment with IT strategies.</li> <li>Manage and lead a team of IT professionals responsible for implementing IT strategies and projects.</li> </ul>
<b>Security Architect</b>	Responsible for designing and implementing comprehensive security solutions to protect an organization's digital assets, information, and technology infrastructure from cyber threats, attacks, and vulnerabilities	<ul style="list-style-type: none"> <li>Possesses in-depth knowledge of cybersecurity principles, practices, technologies, industries standards and regulations.</li> <li>Identifies and assesses security risks, vulnerabilities, and threats to the organization's information systems.</li> <li>Develops strategies and plans to mitigate security risks effectively.</li> <li>Evaluates and selects security technologies and tools, such as firewalls, intrusion detection systems, encryption protocols, and access control mechanisms. Integrates these solutions into the organization's IT infrastructure.</li> <li>Establishes and manages IAM strategies, including user authentication, authorization, and access controls.</li> </ul>

# About Luxoft

# Luxoft Facts & Credentials

- **22+ years** in Software Development and Product Engineering services with **long-term client partnerships (10+ years)**.
- Our reputation is based on our **tangible impact** through **high-performing teams** and a **culture of ownership** that seamlessly integrates with our clients' teams.
- We bring **end-to-end product engineering** from low level hardware integration to high level domain applications.
- A long track record of **ownership, quality and predictability** with modern development technologies and agile methodologies.
- **A global network of delivery centers** connected to high talent engineering pools, providing flexibility for onshore, nearshore and offshore project delivery.
- A strong engineering culture of ownership, responsibility, transformation and innovation striving to “**Exceed Client expectations**”.



**17,610+**  
employees with  
deep digital skills



**YoY 8.8%**  
FY23 revenue growth



**425+**  
global clients



**74**  
Fortune 500  
client companies



**58** in **29**  
Cities Countries



**64%**  
Talent with advanced  
degrees (Master +)



**23+**  
years of  
delivering for  
our clients

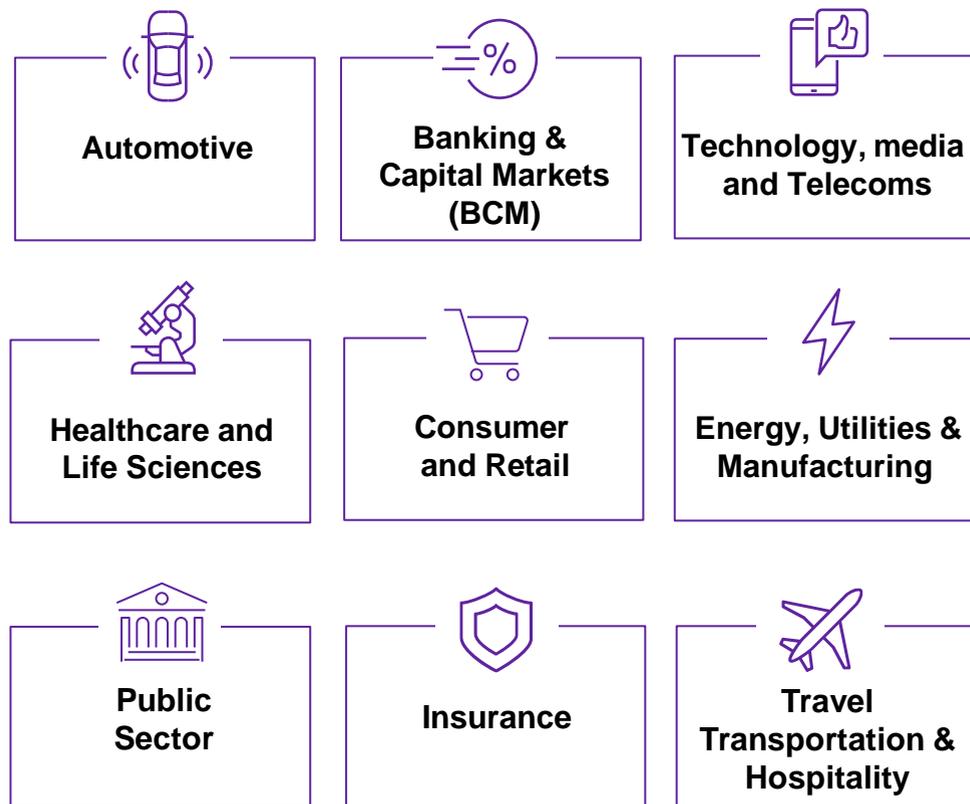


**79%**  
Talent with 5+ years  
of experience

# Deep Industry and Functional Expertise

We understand our clients' industries and critical business processes, using multiple insights to determine what makes their organizations unique. We apply our industry-specific best practices, strong domain knowledge and proven capabilities to create solutions and deliver measurable outcomes.

## Our Core Industry Verticals



## Digital solutions that drive business change

### Define Business Value

- New revenue channels
- Improved business models
- Long-term cost savings
- Operational efficiencies

### Build Digital Roadmaps

- Blueprints and joint PoCs
- Reference platforms for disruptive products
- Enhanced customer experience

### Deliver Engineering at Scale

- Providing the premier engineering talent
- Developing and integrating custom software for our clients

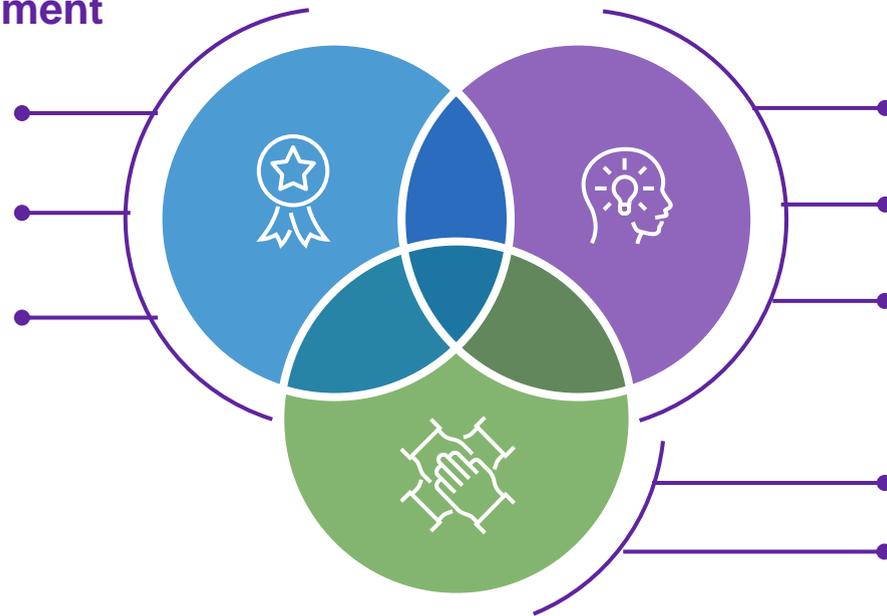
## Industry Expertise



# Luxoft Workforce Profile

## Consistent investment in personnel development

- Mentoring programs
- Leadership Academy
- High Performers Club



## Specialist industry and technical expertise

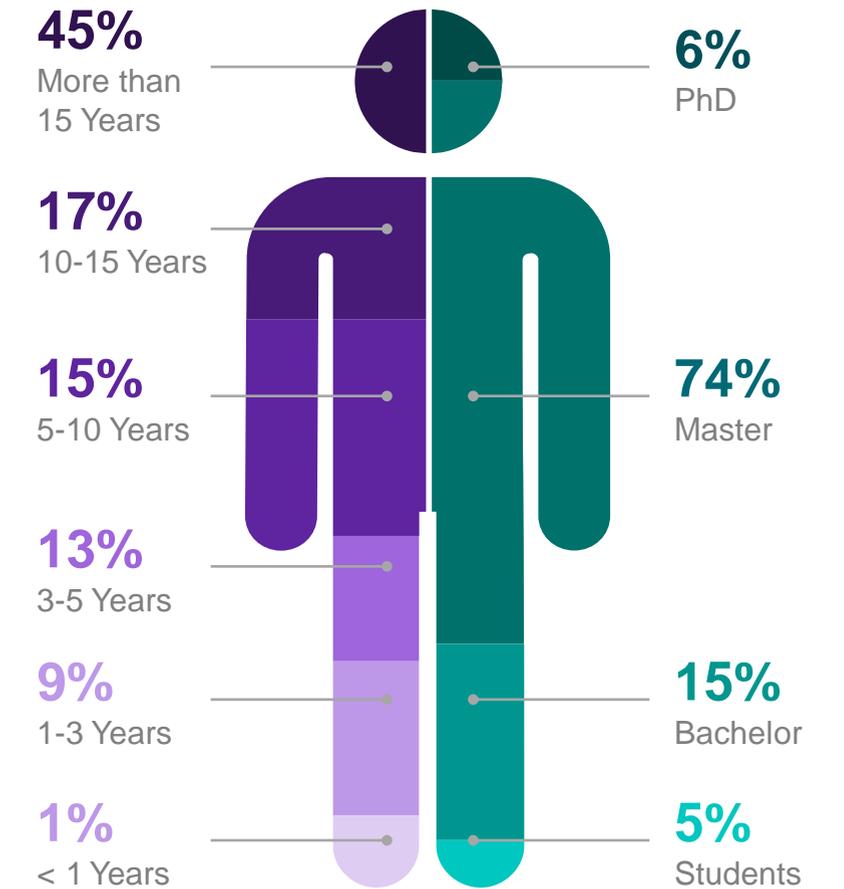
- 64% with masters' degrees and higher
- 79% with 5+ years experience
- Engineering excellence

## Motivated workforce

- Mature retention framework
- Award winning development program



## Seniority Profile



# Why Luxoft



# Contacts Information

## Sales Lead

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Sales Director

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## Solution Lead

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Global Head of Design

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917- 856-1293



## Delivery Lead

**Alex Burnashev**

Delivery Lead/Program Manager

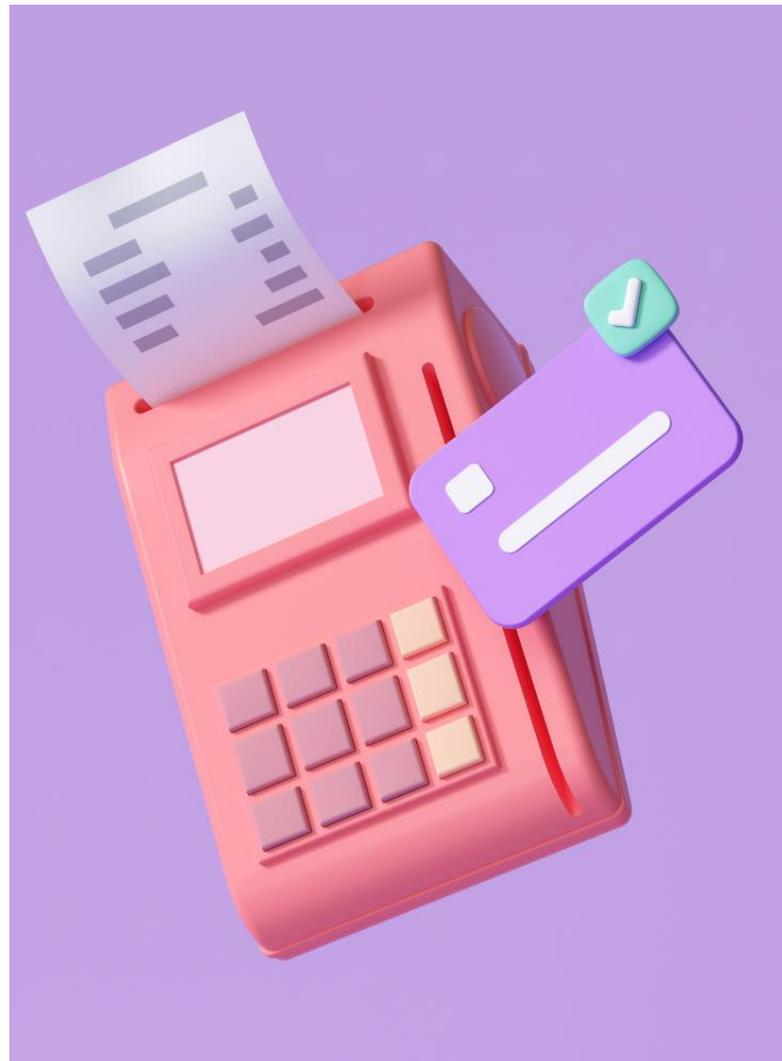
[alexey.burnashev@dxc.com](mailto:alexey.burnashev@dxc.com)

832-297-1060



# Relevant Case Studies and References

# Single Assets API for a Global Retail Giant



## TECHNOLOGIES

Java, Microservices, Micronaut, PostgreSQL, Redis



## CHALLENGE

Our client is a British multinational grocery and general merchandise retailer with more than 345,000 employees and over 5,000 stores globally and it was crucial to the company to have real-time information about the status of all point-of-sale (POS) terminals and devices in their stores. This would include knowing their current state, hardware and software versions, and planning software updates and resource allocation across thousands of devices globally.

Initially, this information was managed by multiple platforms and data sources built on outdated technology, resulting in issues with scalability, reliability, and maintenance. Round-the-clock support was required to handle production incidents, which added additional complexity. The absence of a single source of truth (SSOT) for managing hardware and software of POS devices led to delays in replacing malfunctioning devices and updating software, resulting in data synchronization errors and increased efforts to resolve synchronization issues. Additionally, suboptimal allocation of virtual resources such as RAM and CPU incurred significant costs for the client across their vast store network.

## SOLUTION

- A new Assets API was created to serve as a centralized and reliable source of information. The new API would apply to the mapping of POS devices (assets) to stores, the current state of each asset (hardware type, version), software versions installed on assets and allocation of virtual resources (RAM, CPU, etc.) for each asset.
- Luxoft joined the development of the Assets API during the audit phase of the existing platform. During the audit, various issues were identified, and corrective actions were proposed.
- Poor code quality and significant technical debt were addressed by a suggested refactoring of the existing codebase.
- Luxoft proposed a transition from a monolithic architecture to a microservice architecture to enhance scalability and accommodate future growth expectations.
- The team identified a need to increase unit/automation test coverage to improve the quality and reliability of the system.
- Luxoft also recommended a revised data modeling approach to leverage data storages as the primary source of input data for the Assets API, with Redis cache serving as a secondary tool for caching purposes, resolving persistence and durability issues.

## RESULTS

- Decreased number of production defects in the API.
- Scalability was addressed, enabling more downstream systems to transition from the old data sources to the new Assets API.
- Trust and utilization of the newly created Assets API by downstream systems increased. This in turn paved the way for decommissioning the old systems and simplifying the management of POS terminals.
- The ability to efficiently redistribute virtual resources between terminals provided our client with cost reductions in infrastructure.

# Data Synchronization Between Cloud and POS Terminals



## TECHNOLOGIES

REST API, Microservices, Java, Spring, PostgreSQL, Kubernetes, Jenkins, Microsoft Azure, Redis, Splunk, Terraform, Grafana

## CHALLENGE

Our client is a British multinational grocery and general merchandise retailer with more than 345,000 employees and over 5,000 stores globally. An important task was to regularly synchronize pricing and promotions information from a single source of truth (SSOT) in the cloud to all POS terminals across their stores. The task involves maintaining the hierarchy of POS devices, scheduling updates for each device, monitoring update statuses and ensuring round-the-clock functionality and availability of POS terminals with up-to-date information in every store. The task requires transferring a significant amount of data (up to 3 Gb per till during full bootstrap), so optimizing algorithms and ensuring system scalability are additional challenges. Due to the critical nature of this functionality, follow-the-sun support on L2 level is required.

## SOLUTION

- The Luxoft team worked as an integral part of the core development team, actively contributing to architecture design, selecting appropriate solution technologies, and ensuring that applications adhered to the client's policies and security standards.
- The team's developers also provided high-level support and resolved production issues and continue to provide a continuous support schedule for the system.
- As the system was initially developed using in-house frameworks, including a custom update queue, scalability and reliability issues arose. The Luxoft team identified and documented the technical debt and proposed a plan for system redesign and refactoring. This plan is currently being executed alongside the active development of new functionality.

## RESULTS

- A significant increase in software maintainability, leading to a reduction in production incidents and overtime work.
- Data consistency between the cloud and POS terminals has been successfully achieved.
- The Luxoft team is recognized as a core expertise team for both new product development and existing modernization efforts.

# Legacy Modernization and Support of Software



## TECHNOLOGIES

Java, Microservices, Azure Lambda, AWS, Spring Security

## CHALLENGE

Our client is a British multinational grocery and general merchandise retailer with more than 345,000 employees and over 5,000 stores globally. As part of their digital modernization efforts, they are updating their business application landscape and implementing a microservices architecture. They have chosen Azure Cloud as the target platform for migrating their extensive set of business applications.

Meanwhile, their existing tills platform, which was initially built on AWS Cloud, needs to be decommissioned within a couple of years. However, during the transition period, this platform remains mission-critical and requires ongoing maintenance and upgrades. Luxoft developers have been actively involved in the maintenance and upgrade team, ensuring the smooth operation and development of the existing tills platform.

## SOLUTION

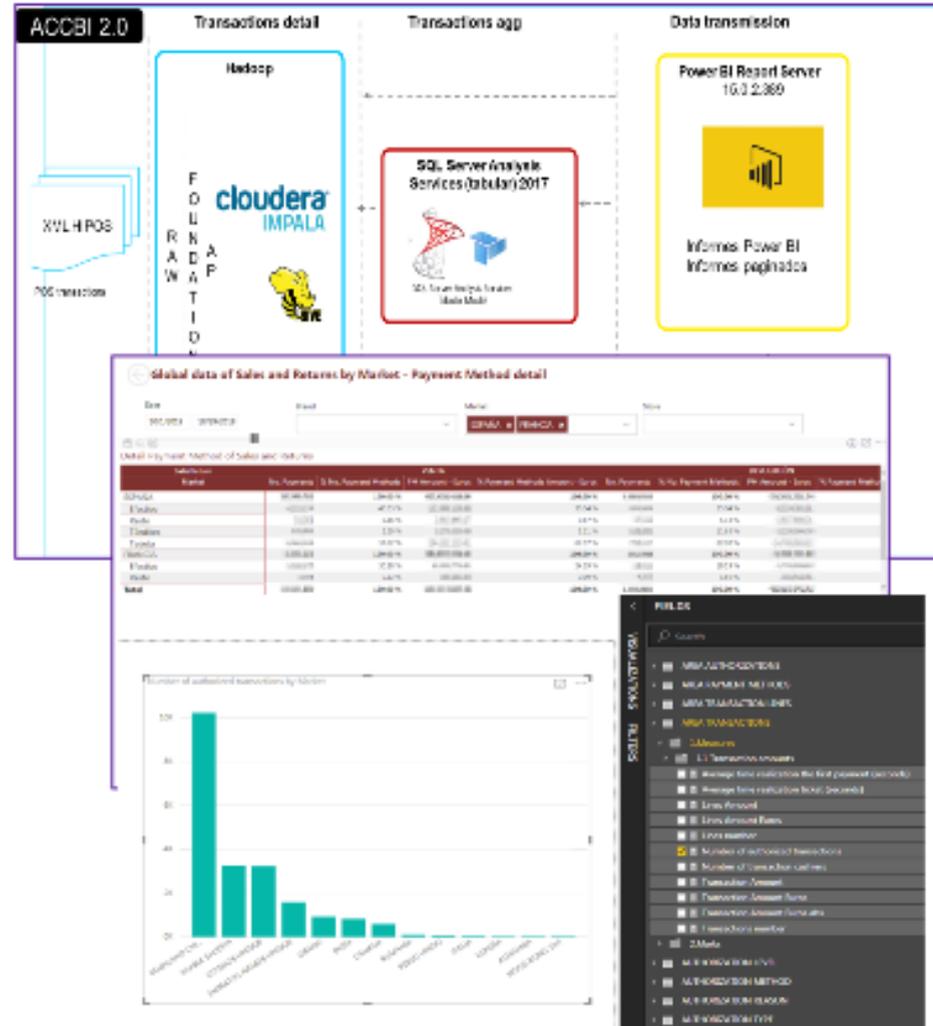
- Luxoft have actively contributed to architecture design, solution technology selection, and ensuring that applications align with the client's policies and security standards.
- While working on the existing tills platform, Luxoft identified a significant technical debt that needed to be addressed in order to support the system for the next two years and facilitate a smooth migration of business processes to the newly developed system.
- To achieve this, the team migrated both the server and client components of the system from AWS Cloud to Azure Lambda and re-implemented the authentication system to meet the company's current security standards.
- Luxoft established a high-level, round-the-clock support process with defined service level agreements (SLAs) to promptly resolve production issues and ensure the system maintains high availability.

## RESULTS

- The system was migrated from AWS to the target Azure Cloud platform.
- System security was improved and aligned with company standards.
- System operation in production is ensured, and system availability and scalability KPIs were met.

# Data Analytics to enable loss detection in Retail POS for European Fashion Company

## Case Study



## CHALLENGE

- The Loss Prevention team needs to analyze Data/ Information in the Retail POS systems, to enable these
  - Data analysis focused on loss detection
  - 1 year of historical information in detail
  - 2 years of aggregate information
  - NRT data provisioning
- KPI generation by means of business rules
- Predefined reports
- Self-service
- Proactive alerts
- Application of advanced analytical techniques

## SOLUTION

- Data Pipeline Definition - From NRT to visualization without loss of information
- XML HiPOS Parser - High complexity XML that changes through time
- Model definition - Business Relationship and Knowledge Management
- Visualization Architecture - BI + Big Data
- Pre-defined reports – PBI, RPS reports
- Self Service - Access to Self-service Data Model
- User Profiles - Profile configuration for personalized access to information
- Alerts - Users are alerted by mail proactively
- Video - Reports integrated with video recording

## RESULTS

- Metrics and measures of POS transactions with business relevant information
- Anomaly Detection Algorithms –
  - Detection of anomalous POS usage patterns
  - Anticipating the normalization of POS misuse
  - Exposing misuse and loss



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October 4, 2023 23

# Field Technicians Dispatch Optimization

## Business Challenge

- Our client, one of the world's biggest communications companies had a network field workforce who were experiencing a significant increase in ticket error rates to install and maintenance teams which was causing increased operational costs.
- Contractors' dispatch routes were not being optimized which caused reduced productivity.
- There was a need to predict the volume of pending point of sale (POS) orders and forecast the field force resources so that they could be properly staffed and thus reduce overtime costs.

## Luxoft's Delivered Solution

- We had to determine the trends and also predict ticket success rates based on specific customer-provided criteria and then optimize the schedule for all POS product lines to leverage the incumbent field force.
- The solution focused on two key deliverables:
- Predictive Analytics and Optimizing Performance. The team implemented a repeatable model to extract, transform and load (ETL) data from multiple data sources which:
- Optimized routes to reduce costs (i.e. one truck could perform 4 tasks on an optimized route instead of 2 trucks doing 2 each)
- Operations that required one truck (with a Helper) were also added.
- Predicted volume to ramp up contractors.
- Forecast ticket fall out based on volume analysis and data quality to predict the volume of pending point of sale (PoS) orders and forecast the field force resources so that they could be properly staffed and thus reduce overtime costs.

## Client Benefits

- Establishment of success-rate thresholds which improved ticket success rates and reduced rework in the field on install and maintenance dispatch tickets (ratio of tickets to contractors).
- The customer was able to move from a reactive to a proactive model by predicting the number of installation contracts required to maintain success-rate ratio thresholds.
- The error rate within installation and maintenance tickets was reduced from 60% to less than 20%, cost savings were between \$100-200 million.



## Project Highlights

Team size: Initial 4-man team which grew to 10.

Duration: Duration 2017-current day

Cost savings based on optimizing technicians routes, teams and predictive POS installation tickets error rates.

## Technologies

- Big Data: Python and R Data
- Data Visualization: Tableau



# OPPORTUNITY RISING

*POINT OF SALE SYSTEM PROPOSAL FOR*

## **INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**

---

**Michael Parker, Partner**

Moss Adams LLP  
999 Third Avenue, Suite 2800  
Seattle, WA 98104  
(206) 302-6500

# A – Cover Letter



Dear Heidi:

Thank you for the opportunity to discuss how Moss Adams LLP (Moss Adams) can assist Incline Village General Improvement District (District) with a point-of-sale system. Our team understands your needs, and we are excited about this opportunity to serve you. We're known for completing projects on schedule, on budget, and to specification.

Every business, managed well, has the potential for tremendous growth and durability. We know because it's our story too.

Moss Adams LLP has its origins in 1913, with its current formation as a Washington limited liability partnership in 1996. Our firm's history began the year President Woodrow Wilson signed the federal income tax into law. That same year, John G. McIntosh, CPA, set up a small Seattle practice to serve a booming Pacific Northwest timber industry. Through good times and bad, through two world wars and 19 US presidents, that practice steadily extended its reach—first regionally, then nationally—to serve the businesses and industries that built this country.

Today, that practice is Moss Adams, one of the largest accounting, consulting, and wealth management firms in the nation, dedicated to assisting clients with growing, managing, and protecting prosperity. But our principles remain the same as they were when we opened our doors more than a century ago: Consistently hire talented people, work hard to make a difference in our communities, and empower our clients to discover and claim success.

Our extremely high success rate for projects can be attributed to several key factors, including our:

- Ability to grasp and follow management's vision and organizational goals. We have deep expertise and offer a wide breadth of options. As a result, we have both the know-how and the flexibility to select and adapt the best solution to meet your needs.
- Commitment to establishing a thorough understanding of your needs through discovery and design discussions.
- Comprehensive and consistent approach to requirements gathering, assessments, strategic planning, project management, and change management.
- Firm-wide dedication to delivering value and ensuring customer satisfaction.

October 4, 2023

**Heidi White**  
*District Clerk*

**Incline Village General  
Improvement District**  
893 Southwood Boulevard  
Incline Village, Nevada 89451

October 4, 2023

**Heidi White**  
District Clerk

**Incline Village General  
Improvement District**  
893 Southwood Boulevard  
Incline Village, Nevada 89451

**RFP Exceptions.** This Proposal is contingent upon completion of the Moss Adams new client acceptance process and execution of a mutually agreeable contract.

With regard to the Professional Services Agreement, Moss Adams suggests: (i) providing for representation in lieu of warranties (§§3.2.8, 3.5.27); (ii) clarifying compliance with applicable laws (§§3.2.9; 3.5.26); (iii) focusing and clarifying any indemnification provisions and obligations (§§3.2.9, 3.5.6); (iv) clarifying insurance requirements to comport with existing policies, including providing for confidentiality of insurance structure (including deductibles, retention levels, and declaration pages), non-ownership of vehicles, additional insureds are added via blanket endorsement, limits are those specified by written contract, and notification only goes to primary insured (§3.2.10; RFP Project Overview §E); (v) records inspection focused on information pertaining to fees and expenses charged and access to records shall not include facilities or systems housing confidential information of Moss Adams or Moss Adams' other clients (§3.4); (vi) clarifying IVGID ownership of final deliverables and Moss Adams' ownership (and retention) of intellectual property, working papers, works in progress, and general skills and know-how (§3.5.3); (vii) confirming any changes and further agreements will be made by mutual agreement of the parties (§3.5.4) (viii) following the American rule on attorneys' fees (§3.5.5); (ix) providing mutual limitation on liability (§3.5.24); and (x) deleting inapplicable provisions (such as §3.5.6.1 regarding design professionals).

We have successfully signed services agreements with thousands of clients and we commit to working in good faith to successfully negotiate a mutually agreeable contract on a timely basis should we be awarded this work.

Moss Adams is uniquely qualified to provide these services, and we firmly believe we offer the kind of special dedication, continuity, and commitment that inspires mutual trust and confidence in projects of this type.

Sincerely,



**Michael Parker**  
Partner  
(303) 965-7915  
[michael.parker@mossadams.com](mailto:michael.parker@mossadams.com)

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## B – Company Background and Organization



At Moss Adams, we believe in the power of possible. As a business and personal advisory firm with 4,400 professionals across more than 30 locations, we work with clients to meet the rising challenges and opportunities of tomorrow. Through a full spectrum of accounting, consulting, and wealth management services, we bring the deep industry specialization and unconventional thinking our clients seek.

Since we put down roots in the Pacific Northwest more than 100 years ago, we've steadily expanded to serve clients across the nation and globally. Our full range of services includes accounting (assurance and tax), consulting (IT, strategy & operations, transactions, and specialty), as well as individual and institutional wealth management.

Moss Adams is one of the 15 largest US accounting and consulting firms and a founding member of Praxity, a global alliance of independent accounting firms providing clients with local expertise in the major markets of North America, South America, Europe, and Asia.

### Full-Service Capabilities

We offer a full range of services and specializations that span accounting, consulting, and wealth management to suit your specific needs.



## CONTACT INFORMATION

<b>Name</b>	<b>Moss Adams LLP</b>
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<b>Contact Person</b>	Michael Parker
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<b>Email</b>	<a href="mailto:michael.parker@mossadams.com">michael.parker@mossadams.com</a>
<b>Website Address</b>	<a href="http://www.mossadams.com">www.mossadams.com</a>

## THE MOSS ADAMS MISSION

Our core values guide us in all we do at Moss Adams. They represent the qualities we look for in the people we hire, our beliefs about how we should conduct our business, and our aspiration to do our very best work. We hold ourselves accountable through our commitment to social responsibility.

<p>WE <b>CULTIVATE</b> POSSIBILITY</p> <hr style="width: 20%; margin: auto;"/>	<p>WE'RE <b>ALL-IN</b></p> <hr style="width: 20%; margin: auto;"/>	<p>WE'RE <b>INDUSTRY</b> OBSESSIVES</p> <hr style="width: 20%; margin: auto;"/>	<p>WE'RE <b>ONE FIRM</b></p> <hr style="width: 20%; margin: auto;"/>	<p>WE <b>DEVELOP</b> THE BEST</p> <hr style="width: 20%; margin: auto;"/>
<p>With optimism and enterprise, we're committed to helping our clients achieve prosperity—however they define it.</p>	<p>Rabidly client-focused, we develop deep, collaborative relationships to understand our clients' businesses, lives, and needs.</p>	<p>We bring deep industry expertise and technical skill to our clients, allowing us to offer both foresight and insight.</p>	<p>We're keen, integrative problem-solvers, bringing our whole firm to each client.</p>	<p>We're dedicated to developing the best client advisors in the profession, within a culture of collegiality and authenticity.</p>

## Pillar and the Four Cornerstones

### OUR VALUES

Our operating philosophies that guide our conduct.

Our core values guide us in all we do at Moss Adams. They represent the qualities we look for in the people we hire, our beliefs about how we should conduct our business, and our aspiration to do our very best work.

We hold ourselves accountable through our commitment to social responsibility. This correlates to exceptional client service, which is reflected in the success and growth of both our firm as a whole and our enterprise system consulting group.

PILLAR is an acronym for:

**Passion for excellence.** Set high goals and standards; dedicate ourselves to high-quality work.

**Integrity.** The bedrock of trust; it's fundamental to our role as client service professionals and to serving the public interest.

**Lifetime learning.** Seek opportunities for professional and personal growth; continually develop our knowledge.

**Leading by example.** Act as mentors for others; respond to requests in a timely manner; honor our commitments.

**Accountability.** Accountable for performance standards and having a balanced life.

**Respect.** Respect others' time and avoid last-minute requests; act professionally and responsibly during stressful situations.

The Four Cornerstones are:



**People.** Employee retention; hire and train the best professionals and provide leadership development.

**Clients.** Passion to provide outstanding client service; a large part of our success and growth is based on the retention of invaluable clients.

**Safety.** The background of our safety initiative is integrity.

**Growth.** Growth provides opportunities for our employees, which in turn provides resources for our clients.

## What Constitutes Success for Moss Adams

All of our firm's strategies are driven by our four cornerstones: people, clients, safety, and growth. Our success is measured by our ability to achieve the goals we set forth in each of these key areas.

### *People*

Our business is only as good as our people, so we strive to attract and retain the right people by making Moss Adams a great place to work. Our high employee retention rate and the increasing rate at which we are admitting new partners each year are evidence that the many programs we've put in place—like skills training, leadership development, and succession planning—are working well.

### *Clients*

Moss Adams is continually striving to maintain our high standard of client service. As our mission states, our standard is to achieve exceptional status in your view, based on our performance. Providing accurate and timely service, knowing your business and your industry, having the appropriate resources to meet your needs—these all play into our focus on serving clients. Our exceptional client retention rate and the positive results we receive from our annual client survey process are key indicators that we're meeting our client goals.

### *Safety*

Safety is paramount at Moss Adams. We believe that an integral part of a great business is having professionals who know how to operate in a socially responsible manner that helps protect their careers, our clients, the community, and the firm. As a result, we have many programs in place to evaluate and maintain our safety standards.

In addition to the peer review process, we conduct annual internal quality assessments in which partners and senior managers from one office go to another office to review engagements for compliance with firm policies and generally accepted auditing standards. The results of these inspections are summarized and presented to our offices' leaders at an internal conference of our assurance service professionals. This conference helps all firm leaders learn about current trends and areas needing improvement.

We've established firm committees for both business assurance and tax, and these committees rigorously uphold the quality assurance measures set forth by the firm. These committees are responsible for staying abreast of all relevant regulatory changes and training for all firm professionals.

### *Growth*

We must grow to add opportunities for our partners and employees and to meet our clients' ever-changing needs. Through hiring and retaining the right people, keeping clients satisfied, and operating in a safe manner, we're successfully achieving our growth goals.

## **MAJOR LINES OF BUSINESS**

### **Our Consulting Practice**

Our full-service consulting team identifies and meets the needs of small- and middle-market organizations across all industries. With a focus on both strategy and effective implementation, our consulting services address a range of business transition challenges, including start-up, fast growth, turnaround, mergers, and generational transitions. By serving as both management consultants and technical advisors, we're able to navigate our clients through change processes that increase performance results and organizational capacity.

Through effective listening and counseling skills, we identify, clarify, and facilitate solutions that provide immediate results. In particular, we're recognized as advisory leaders in IT; strategic and business planning; business owner succession; organizational development and improvement; leadership development training and education; management consulting, coaching, and mentoring; valuation and appraisal; and change management.

## **MOSS ADAMS DIFFERENCE**

### **The Moss Adams Service Philosophy**

At Moss Adams, we're all in, personally engaging with clients to help them anticipate, prepare for, and embrace the future. We take the time to understand your business or individual situation, anticipate needs, and identify gaps before they become obstacles, so you can grow, manage, and protect your prosperity with confidence.

One of the ways we foster closer relationships with our clients is through a high level of partner involvement with each engagement. You get personal attention from our most experienced professionals,

who lend their proven technical skills, thoughtful guidance, and steady hand to your most complex business challenges.

And thanks to a staff-to-partner ratio that averages around ten to one, we've created an environment of intense professional development. This means our partners—and also our senior managers, managers, and other personnel—can provide the District with well-trained, seasoned, tested expertise.

From our clients, we expect total honesty. In return, we promise to be proactive, candid, accessible, and knowledgeable—always ready to share our expertise, but seeking first to listen to make sure we understand your business, its unique needs, and how we can help. Our professional skills are the foundation upon which we build a successful client relationship. It's the innovative way we apply those skills to your unique circumstances that sets Moss Adams apart.

**Clear Benefits for Your Organization**

The Benefit	How It Happens
More Efficiency and Effectiveness	We'll design an engagement plan that's unique to your organization and based on areas deemed to have the highest risk. During the audit, the focus is on assessing and testing these areas. This approach focuses efforts on what's most important to you and the users of your financial statements and audit reports.
More Senior-Level Attention	Our approach relies on greater partner and manager involvement. Senior-level professionals monitor and supervise the engagement, and partners conduct their reviews in real time.
More Flexibility	We build reasonable flexibility into the engagement timing to fit your schedule and needs.
More Relevant Analysis	We take the necessary time to analyze your operational issues, which allows us to provide valuable and practical insight from a third-party perspective.
More Timeliness and Efficiency	Our engagement teams use proven technology to provide an efficient and effective engagement.

**PENDING LITIGATION**

As with any large firm, Moss Adams is occasionally involved in addressing legal and regulatory issues. However, no action, suit, proceeding, inquiry, or investigation before or by any court or federal, state, municipal, or other government authority is pending, or to our knowledge is threatened against Moss Adams, related to or which would have a material effect upon the services contemplated herein.

## C – Experience

For the last 20 years, IT services represent a core component of the Moss Adams consulting practice. Our consultants have extensive business and technology backgrounds, complemented by their systems expertise. We understand the benefits of automation and technology, as well as the risks.

Our IT professionals assist clients with planning system needs, selecting hardware and software, managing third-party vendor installations of hardware and software, and acting as an ongoing resource for your internal IT specialists. We're capable and available to handle entire projects or to provide occasional consultation services. To support our efforts, we bring technology and business consultants to the team who've successfully participated in the following:

- Alternatives analysis
- Complex technology assessments
- Dashboard development
- Data governance and strategy
- Data pipeline implementation
- Implementations
- Independent system acquisitions
- Network design and administration
- Organizational assessments
- Policy and procedure assessment
- Process improvement
- Security reviews
- Strategic planning
- System needs analysis
- Workflow re-engineering

Our team is comfortable with the unique requirements of the District's operating environment, and you can rest assured in the level of quality of the services you'll receive. Our team has earned recognition for similar engagements and has an established reputation for our services based on our discriminating analysis and track record of successful implementations.

Our consulting group has a reputation for value, objective analysis, and focused insight. Our extensive experience enables us to guide organizations efficiently and effectively through security assessments and procedural reviews to make realistic recommendations that clients can implement. As a result, we're often asked to address the most challenging issues facing management and operational teams.

Below is a sample of the range of services our group can provide:

Enterprise Systems Consulting		
<ul style="list-style-type: none"> <li>• Workflow and business process reengineering</li> <li>• Systems assessments</li> <li>• Systems evaluation, selection, and implementation</li> <li>• Project management and quality assurance</li> </ul>	<ul style="list-style-type: none"> <li>• Systems integration</li> <li>• Custom software development</li> <li>• Corporate performance management and business intelligence</li> <li>• Feasibility studies and alternatives analysis</li> </ul>	<ul style="list-style-type: none"> <li>• Management and operational reviews</li> <li>• Vendor management</li> </ul>

IT Consulting		
<ul style="list-style-type: none"> <li>• Cost-benefit analysis</li> <li>• Technology assessments</li> <li>• IT risk assessments</li> <li>• IT governance</li> </ul>	<ul style="list-style-type: none"> <li>• Performance audits</li> <li>• Organizational development</li> <li>• Profit leakage solutions</li> </ul>	<ul style="list-style-type: none"> <li>• SDLC and change management analysis</li> <li>• E-commerce and mobile computing reviews</li> </ul>
Information Security		
<ul style="list-style-type: none"> <li>• Data classification</li> <li>• Disaster recovery and business continuity planning</li> <li>• Social engineering</li> <li>• Intrusion detection reviews</li> </ul>	<ul style="list-style-type: none"> <li>• Network security design</li> <li>• Penetration testing</li> <li>• HIPAA security assessments</li> <li>• Cloud security alliance audits</li> <li>• IT security assessments</li> </ul>	<ul style="list-style-type: none"> <li>• Security policy and procedure development and review</li> <li>• Technology audits</li> <li>• Compliance assessments (FISMA, NIST, COBIT, ITL, and ISO)</li> </ul>
IT Infrastructure		
<ul style="list-style-type: none"> <li>• Network architecture and design</li> <li>• Infrastructure assessments</li> <li>• IT strategic plans, steering committee planning, and participation</li> </ul>	<ul style="list-style-type: none"> <li>• Infrastructure architecture, design, and validation for business continuity planning and disaster recovery requirements</li> <li>• Outsourced chief information officer or information security officer</li> </ul>	<ul style="list-style-type: none"> <li>• On-site and remote network deployment services</li> <li>• Server virtualization, storage, and recovery</li> <li>• Desktop and application delivery</li> <li>• Staff augmentation</li> </ul>
IT Compliance		
<ul style="list-style-type: none"> <li>• Internal controls review</li> <li>• IT internal audit</li> <li>• Microsoft vendor DPR attestations</li> </ul>	<ul style="list-style-type: none"> <li>• PCI DSS QSA and ASV services</li> <li>• Sarbanes-Oxley services</li> <li>• SOC 1, SOC 2, and SOC 3 audits</li> </ul>	<ul style="list-style-type: none"> <li>• SysTrust® and WebTrust®</li> <li>• Agreed-upon procedures</li> </ul>

# System Selection Services

Our team of accomplished consultants combines extensive knowledge of business processes with an outstanding track record of providing support from system selection through implementation. Our project approach is guided by standard methodologies that, while tailored to each client’s unique circumstances, have proven successful in hundreds of engagements.

## APPROACH AND METHODOLOGY

We provide system selection services to organizations experiencing challenges with their legacy systems and considering more robust system options capable of supporting their business processes and future growth.

Our team of accomplished consultants combines extensive knowledge of business processes with an outstanding track record of providing system selection services. Our project approach is guided by a comprehensive framework that, while tailored to each client’s unique circumstances, has proven successful in hundreds of engagements. This approach will structure the system selection and acquisition process in a way that delivers the critical decision support you need at each stage to make a rational, strategy driven, operationally minded, and risk aware decision.

### Our System Selection Process

	Project Initiation	Internal Diligence	Provider Evaluation	Provider Engagement
Key Activities	<ul style="list-style-type: none"> <li>Stakeholder Team Creation</li> <li>Scope Confirmation</li> <li>Project Kickoff Meeting</li> </ul>	<ul style="list-style-type: none"> <li>Strategic Alignment</li> <li>Business Process Reviews</li> <li>Requirements Gathering</li> <li>Gap Analysis</li> </ul>	<ul style="list-style-type: none"> <li>RFP Development</li> <li>Requirements Confirmation</li> <li>Solution Option Identification</li> <li>RFP Distribution</li> <li>RFP Response Analysis</li> </ul>	<ul style="list-style-type: none"> <li>Demo Script Development</li> <li>Discovery Sessions</li> <li>Scored Demonstrations</li> <li>Reference Checking</li> <li>Selection and Negotiation</li> </ul>
Decision Support	<ul style="list-style-type: none"> <li>Project Charter</li> <li>Project Steering Committee</li> <li>Project Team</li> <li>Confirmed Scope</li> <li>Project Plan</li> </ul>	<ul style="list-style-type: none"> <li>Strategic Objectives</li> <li>Prioritized Requirements</li> <li>Process Flow Objectives</li> <li>Day in the Life Scenario</li> </ul>	<ul style="list-style-type: none"> <li>Solution Provider Profiles</li> <li>Scored Requirements</li> <li>Requirement Risk Profile</li> <li>Initial Cost Estimates</li> </ul>	<ul style="list-style-type: none"> <li>Demo Score Analysis</li> <li>Requirement Risk Analysis</li> <li>Final Cost Estimates</li> <li>Reference Feedback</li> </ul>

## System Selection Best Practices

To maximize value for our clients, our team follows the best-practice guidelines listed below during our system selection engagements:

Tie business objectives to technology objectives

Focus on present and future business processes and associated technical requirements.

- Determine universal clarity, understanding, and agreement on what's working well or can or should be improved.

- Identify gaps and plan to close them.

- Prioritize solutions (e.g., impact and timing: pre-implementation, during implementation, post-implementation) for any sources of pain or inefficiency and avoid automating inefficiency.

Leverage a cross-functional team, including senior management.

Provide strong project management.

Develop an approach that's vendor agnostic, yet vendor aware.

Deliver adequate change management through planning, communication, and knowledge transfer.

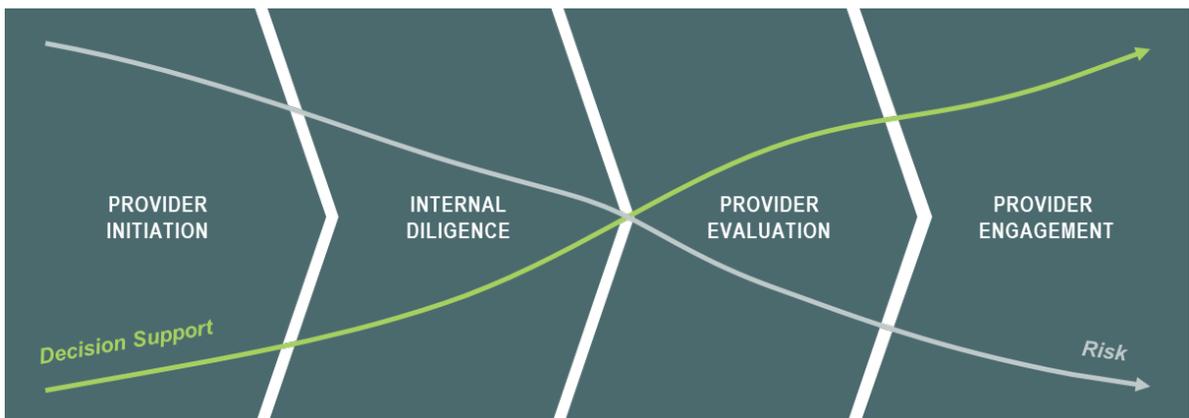
Achieve timely results with thoroughness, accuracy, and objectivity.

## STRUCTURE SELECTION ADVANTAGES

We manage the entire selection process leveraging our structured selection methodology illustrated above, which allows your team to focus on strategic plan alignment and domain expertise contribution.

The structured process includes gates driven by decision support at each phase to ensure we are prepared to enter the next stage. This ensures a comprehensive inward analysis prior to provider evaluation and engagement to maximize the value of the time that your team invests with viable vendors.

Throughout the structured process, decision support elements are produced that may also be leveraged for implementation planning and execution particularly for areas with greater complexity and risk.



## REFERRALS

Hear for yourself the unique experience our clients have in working with our firm. We're confident they'll share stories of how we make their lives easier, help them identify and take advantage of rising opportunities, and guide them to increased prosperity.

<b>MT. HOOD MEADOWS RESORT</b>	Derek Gibbs, CFO	(503) 337-2222 Ext1409
<b>SAN MANUEL BAND OF MISSION INDIANS</b>	Grace Wu, Director, Finance and Accounting	(909) 864-8933 Ext 652209

## SPECIAL CONSIDERATIONS AND ENHANCING ATTRIBUTES

We pride ourselves on not only leveraging best practices, but also serving as a source of best practices in our engagements. We conduct these engagements in accordance with industry standards. Our firm has internal controls in place to make sure we deliver high quality, defensible products for all strategy and operations consulting engagements, including the following:

<b>INDEPENDENCE</b>	We accept engagements carefully and assign teams with equal care so that no external, personal, or organizational impairments exist in our work.
<b>PROFESSIONAL JUDGMENT</b>	We use careful planning to determine the type of assignment to be performed and the standards that apply to the work. This includes defining the scope of work, selecting a specific methodology, determining the type and amount of information to be gathered, and choosing appropriate benchmarks. We also maintain an attitude of professional skepticism, which includes a questioning mind and a critical assessment of evidence. Our standards of professional judgment demonstrate experience and integrity in the performance of all our engagements.
<b>COMPETENCE</b>	The proposed staff for your engagement are certified data management professionals who extensively work with the Data Management Body of Knowledge (DMBoK). Further, they are well qualified to serve technology entities. Our firm has a rigorous continuing professional education program so that all staff meet specified requirements for education. In addition to rigorous continuing professional education, our proposed staff members work in a supervised environment that fosters the development of experience and professionalism.
<b>QUALITY CONTROL &amp; ASSURANCE</b>	We have a comprehensive process of internal quality control and supervision. All engagements are assigned to a qualified engagement manager. All deliverables, including workpapers, findings, recommendations, and final reports are processed through a critical quality control review process. In addition to these regular quality control and assurance controls, our firm participates in a regular external peer review process.

Our project methodology encompasses project planning, fieldwork, interviews, documentation of evidence to support our findings, commendations, recommendations for achieving improvements, and a project report that delivers high-impact analysis and an action plan.

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## D – Staffing Plan

Working with the right team of professionals makes all the difference to your engagement. The team members we've thoughtfully selected to meet your specific needs have years of relevant experience. But more than that, you'll find they bring an optimistic perspective focused on helping you explore and embrace emerging opportunity. Your Moss Adams team will personally engage with your team and bring a new level of energy and enterprise to your engagement.

We take great pride in the experienced professionals we assign to engagements. Both our new and long-term clients regularly compliment our staff on their industry knowledge and practical approach. Due to our low turnover average, we commit to returning staff on engagements whenever possible.

The District will be served by some of our firm's best client service partners and technical practitioners including:

Chuck Andrews, Director, Project Lead

Michael Parker, Engagement Partner

Mike Dorisio, Manager, Project Manager

### **Chuck Andrews, Director**



#### **Professional Experience**

Chuck has over 20 years of experience delivering complex consulting projects, with extensive experience evaluating and implementing enterprise software systems across industries. He's highly experienced in enterprise system implementations, including ERP, CRM, learning management, and field service management. Chuck previously held senior-level positions responsible for needs analyses, system selection/implementation, and professional services management, among others. He was introduced to NetSuite in 2006 during a system selection for a national energy drink company. In addition to leading several NetSuite implementations since then, Chuck has run multiple businesses using NetSuite.

#### **Education**

BS, secondary education and biology, Florida Institute of Technology  
Bottom Line Project Management Executive Program



**Professional Experience**

Michael has worked in the technology consulting industry for more than 25 years. He leads the Enterprise Systems Consulting group at Moss Adams where he provides consulting services related to enterprise resource planning, human capital management, client relationship management, and enterprise software to clients on a global and national basis.

Prior to joining Moss Adams, Michael was a leader in the cloud solutions practice of a Big Four firm, where his responsibilities included customer success, practice management, and revenue attainment. He's also held executive-level positions at CA Technologies, Newmerix, and PeopleSoft, where he focused on consulting management, customer success, and sales.

Michael is a Certified Employee Benefits Specialist (CEBS). He's been published in *Contact Professional Magazine* and spoken at events for PeopleSoft, SAP, Workday, Gartner, and Oracle.

**Professional Affiliations**

NetSuite SuiteSuccess Certified

**Education**

BS, computer science, University of Georgia



**Professional Experience**

Mike is a manager with the Enterprise Systems Consulting group at Moss Adams. He has a track record of successfully advising clients and delivering improvements for business operations, with a focus on increasing efficiency through design of innovative process improvements and technical solution integrations. Mike is technically minded, resourceful, and skilled at bridging gaps between functional and technical resources while effectively engaging cross functional stakeholders.

Prior to joining Moss Adams, Mike served in various director and managerial roles with Verdant Services; DeWolf, Boberg & Associates; Capgemini; and Accenture. He is also the founder of Dorisio Innovations.

**Professional Affiliations**

- Capgemini Engagement Manager
- Institute of Industrial and Systems Engineers
- Oracle Fusion Financials Cloud General Ledger
- Oracle Fusion Financials Cloud Receivables

**Education**

BS, industrial and management systems engineering, West Virginia University

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## E – Financial Data

### **Our Firm’s Financial Stability**

Moss Adams is in a solid financial position with sufficient working capital to meet its existing and future liabilities. Our firm’s executive committee and partners have a long track record of sound financial management and are dedicated to ensuring the financial integrity of the business. We have over 4,400 personnel, including more than 400 partners, and annual revenues in 2022 were \$1.1 billion. As a private partnership, we don’t disclose detailed financial data. However, if you would like to check our creditworthiness with Dun & Bradstreet, our DUNS number is 07-573-4889.

## F – Project Cost and Schedule

### PROJECT TIMELINE

Moss Adams is prepared to commence this project in November 2023, based on the projected award date of October 25, 2023. Assuming Client personnel are readily available to meet and work with our team members, an elapsed time of approximately five (5) to seven (7) months is expected to complete the work. This is considered an accelerated schedule designed to meet your needs in this situation. Factors that could influence the overall schedule include staff availability, availability of documentation, extent of supplemental analysis, desired level of documentation, holidays, and employee leave time.

#### *Point of Sale Assessment and Selection*

The Moss Adams

The work plan that follows provides a list of tasks to assist IVGID in the system assessment, determining requirements, and conducting a selection process for the point-of-sale system.

<b>Point of Sales System Assessment and Selection Work Plan</b>	
<b>Phase 1 - Project Initiation and Ongoing Management</b>	
Task 1.1	Establish project, confirm objectives, and finalize work plan and schedule
Task 1.2	Schedule group sessions, interviews, and other tasks
Task 1.3	Project management, quality assurance, oversight, and weekly status reporting
<b>Deliverables:</b>	
<ul style="list-style-type: none"> <li>• Work plan</li> <li>• Confirmed business process scope.</li> <li>• Weekly status reports</li> </ul>	
<b>Phase 2 - Fact Finding and Business Process Analysis</b>	
Task 2.1	Obtain and review existing documentation
Task 2.2	Conduct walkthrough of existing technology environment and systems
Task 2.3	Conduct on-site/virtual process and requirements discovery work sessions including a work session to confirm the strategic goals of the business
Task 2.4	Establish technology standards and integration requirements
Task 2.5	Identify an initial set of solution vendors based on high-level requirements and scope
<b>Deliverables:</b>	
<ul style="list-style-type: none"> <li>• Prequalified list of vendors</li> <li>• Draft functional requirements listing/definition</li> </ul>	
<b>Phase 3 - Requirements Analysis and Definition</b>	
Task 3.1	Document functional requirements
Task 3.2	Review requirements and provide feedback

<b>Point of Sales System Assessment and Selection Work Plan</b>	
Task 3.3	Co-develop request for proposal (RFP) (Moss Adams will provide the template and requirements sections, and IVGID will provide all corporate and project related information)
Task 3.4	Finalize vendor participation list
Task 3.5	Review RFP with project team. Publish RFP and coordinate vendor responses
<b>Deliverables:</b>	
<ul style="list-style-type: none"> <li>• Finalized Vendor List</li> <li>• Functional Requirements Listing / Definition</li> <li>• RFP to be sent to Vendor Participation List</li> </ul>	
<b>Phase 4 - System Evaluation and Vendor Selection</b>	
Task 4.1	Establish selection criteria and develop scoring model
Task 4.2	Respond to vendor questions
Task 4.3	Receive, review, and evaluate RFP responses from vendors
Task 4.4	Assist project team in evaluating responses and select software vendors to participate in software demonstrations
Task 4.5	Co-develop software demonstration script(s) with IVGID and complete scoring model using Moss Adams template
Task 4.5	Coordinate, facilitate and attend vendor demonstrations (assume no more than two vendors)
Task 4.6	Resolve open items with vendors not covered during vendor demonstrations
Task 4.7	Apply scoring model and consult on final vendor selection
Task 4.8	Contract negotiations* – IVGID will own this task with Moss Adams providing advisory services if requested through an addendum.
<b>Deliverables:</b>	
<ul style="list-style-type: none"> <li>• Scoring model</li> <li>• Demonstration scripts</li> <li>• Analysis of demonstration scorecards and revised proposal response decision support</li> </ul> <p><i>*Moss Adams can review vendor agreement(s) and provide consulting on best practices for contract structure and terms if desired.</i></p>	

#### *Point of Sale Implementation Governance*

Moss Adams proposes that we provide project governance for the implementation of the point-of-sale system selected. Based on our role in the assessment and selection, our team can provide continuity throughout the implementation leveraging the work product of the assessment and selection process to drive the implementation plan and execution. We find this approach, combined with a proven vendor implementation methodology provides effective risk management for the implementation process particularly in areas where integration and customization are required to address IVGID’s business goals.

The point-of-sale implementation governance scope will vary based on the solution selected by IVGID. However, an initiation phase to is common to governance engagements to establish the project team,

project plan, communication plan, and awareness session with key stake holders. Our estimate fees for this phase may be revised based on the scope and timing of the solution selected and scope of the implementation effort.

**PROJECT FEE PROPOSAL**

For our clients, it’s about more than the dollars you pay at the end of the day; it’s about value. Consider both the tangible and intangible benefits of working with us. You’ll get solid and timely deliverables. But more than that, the experience you’ll have working with forward-thinking, industry-specialized professionals who work side by side with you to explore new possibilities is where you’ll see the value. Invest in your future prosperity and experience a different style of service with us.

Our fees are based upon the hourly rates of individuals assigned to the project, plus expenses. Fees will be billed monthly as incurred on a time and materials basis. The professional fees for the project are expected to range from \$85,000 to \$105,000, plus expenses.

Service Description	Amount
Point of Sale Assessment and Selection	\$55,000 - \$65,000
Point of Sale Implementation Governance Estimate	\$30,000 - \$40,000

**Billing Rates Table**

Staff Level	Hourly Rate
Partner	\$435
Director	\$420
Senior Manager	\$330
Manager	\$295
Senior	\$265
Staff	\$220

We can jointly manage the budget for this engagement at project initiation through discussions regarding project scope, resource availability, assignment of duties between Client and Moss Adams team members, the anticipated level of effort, and overall project timing. If our time is less than anticipated, we will bill the lesser amount. If our time is more than anticipated, we will discuss this with you before proceeding further.

In addition to fees, we will charge you for expenses. Our invoices include a flat expense charge, calculated as five percent (5%) of fees, to cover expenses such as copying costs, postage, administrative billable time, report processing fees, filing fees, and technology expenses. Travel expenses and client meals/entertainment expenses will be billed separately and are not included in the 5% charge.

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## We're All In

At Moss Adams, we're all in, personally engaging with clients to help them anticipate, prepare for, and embrace the future. We're committed to doing everything in our power to meet and exceed your expectations.

Our goal—to serve you for the long term so you can focus on your business.

Let us show you what Moss Adams can do for you.



THANK  
YOU

## BOARD OF TRUSTEES LONG RANGE CALENDAR

<b>MARCH 27, 2024 6:00 – 9:00 P.M.</b>	
<b><i>SCHEDULE</i></b>	<b><i>1<sup>ST</sup> draft agenda to Board Chairman on 03/15; all memos materials due in by 03/19; Packet out on 03/20; agenda posted no later than 8:45 a.m. on 03/22</i></b>
BOT	Proposed Townhall – FlashVote Community Training Q&A

<b>APRIL 10, 2024</b>	
<b><i>SCHEDULE</i></b>	<b><i>1<sup>st</sup> draft agenda to Board Chairman on 03/29; all memos materials due in by 04/02 GM Venue Report Due; Packet out on 04/03; agenda posted no later than 8:45 a.m. on 04/05</i></b>
BOT	Interview and appoint At-Large members to the Audit Committee. Appoint 2 Trustees to the Audit Committee. Terms effective March 1.
BOT	Golf Club recommendations (Trustee Tonking)
BOT	CIC Recommendations for Capital Policy (Trustee Tulloch)
BOT	Marcus Faust Agreement (Legal Counsel)
Finance	Review Board Policy 8.1.0 – Capitalization of Fixed Assets
GM	Review Pricing Practice 6.2.0
PW	Agreement: Nevada State Lands Easement Amendment – Spooner Effluent Pump Station
PW	Agreement: Services Tahoe Workz for Interior Painting of the Rec Center
PW	Agreement: Services Blue Collar for Interior Panting at the Chateau both upstairs and downstairs
PW	Agreement: Services Kodiak Roofing for the roof repair of the Mt. Golf Cart Barn
PW	Agreement: Service Clean Tahoe for field services for Public Works solid waste compliance
PW	Agreement: Skate Park Design/Build Award with a stop at 30%, and return to the BOT, to review the two options (spend \$250K or spend \$500K)
PW	Agreement: CMAR Effluent Storage Tank Construction As directed by the BOT on 2/28/24
PW	Agreement: EEP Full Time Inspection and Testing
PW	Agreement: Services for Construction Services Jacobs Engineering Effluent Storage Tank - As directed by the BOT on 2/28/24
PW	Budget Augmentation Fund: Utilities Division: Water GL#20002224-7510
PW	Procurement: Lab Equipment
PW	Utility Master Plan
PW	Easement: SPS #5 Easement
PW	Agreement: Professional Services for Rec Center HVAC Replacement

BOARD OF TRUSTEES LONG RANGE CALENDAR

PW	Agreement: Survey Tennis Center – Odyssey (\$19,200)
PW	Close Out Project Reports from monthly report (GMP #1; Diamond Peak Kitchen etc)

<b>APRIL 24, 2024</b>	
<b><i>SCHEDULE</i></b>	<b><i>1<sup>st</sup> draft agenda to Board Chairman on 04/12; all memos materials due in by 04/16; Packet out on 04/17; agenda posted no later than 8:45 a.m. on 04/19</i></b>
DOF	Adoption of final budget

<b>May 8, 2024</b>	
<b><i>SCHEDULE</i></b>	<b><i>1<sup>st</sup> draft agenda to Board Chairman on 04/26; all memos materials due in by 04/30 GM Venue Report Due; Packet out on 05/01; agenda posted no later than 8:45 a.m. on 05/03</i></b>
P&R	Public Hearing: Ordinance 7 revisions per recommendations

<b>May 29, 2024</b>	
<b><i>SCHEDULE</i></b>	<b><i>1<sup>st</sup> draft agenda to Board Chairman on 05/17; all memos materials due in by 05/21; Packet out on 05/22; agenda posted no later than 8:45 a.m. on 05/24</i></b>

**BOARD OF TRUSTEES LONG RANGE CALENDAR**

<b>June 12, 2024</b>	
<b>SCHEDULE</b>	<i>1<sup>st</sup> draft agenda to Board Chairman on 05/31; all memos materials due in by 06/04 GM Venue Report Due; Packet out on 06/05; agenda posted no later than 8:45 a.m. on 06/07</i>

<b>June 26, 2024</b>	
<b>SCHEDULE</b>	<i>1<sup>st</sup> draft agenda to Board Chairman on 06/14; all memos materials due in by 06/18; Packet out on 06/19; agenda posted no later than 8:45 a.m. on 06/21</i>
	Review board goals for the year

<b>July 10, 2024</b>	
<b>SCHEDULE</b>	<i>1<sup>st</sup> draft agenda to Board Chairman on 06/28; all memos materials due in by 07/02 GM Venue Report Due; Packet out on 07/03; agenda posted no later than 8:45 a.m. on 07/05</i>

<b>July 31, 2024</b>	
<b>SCHEDULE</b>	<i>1<sup>st</sup> draft agenda to Board Chairman on 07/19; all memos materials due in by 07/23; Packet out on 07/24; agenda posted no later than 8:45 a.m. on 07/26</i>
<b>IT</b>	IT Server Purchase

**PARKING LOT ITEMS**

<b>Date of Request</b>	<b>Item</b>	<b>Requester</b>	<b>Status/Notes</b>	<b>Date Completed</b>
1/18/21	Possible discussion on IVGID needs as it relates to potential land use agreement with DPSEF	Trustee Schmitz	DPSEF continues to have discussion amongst themselves about this item	
Unknown	<del>Next step on Diamond Peak parking lot/Ski Way — Staff added reminder</del>	GM DPSR Bandelin	This should be a part of the Budget Planning Process.	To be removed after the Board review in December
2/8/23		Trustee Schmitz	Assigned to the Investment/Capital Improvement Committee	
2/8/23	Update on Snowflake Lodge	Trustee Noble		
2/8/23	Workforce Housing for Seasonal Employees	Trustee Noble	Staff to share with Trustee Noble the current situation.	
5/25/23		Trustee Schmitz	This is correct and it will be corrected when one of these policies comes before the Board	
06/28/23	<del>Redactions — needs a legal non meeting as a Trustee requested that the PE's be made public</del>	Chairman Dent		Complete Date?
07/12/23	Writing a letter to schools regarding programs	Chairman Dent		
07/26/23	Update on Food and Beverage (from 7/26/2023 meeting)	GM Bandelin/Interim Director of Finance Magee	<i>To be determined</i>	
08/09/23	UNR and Washoe County BOT's Additional Training	Trustee Tonking	<i>Date to be determined after 2<sup>nd</sup> training is rescheduled</i>	
08/09/23	Revise State Budget Forms (if needed)	GM Bandelin/Interim Director of Finance Magee	<i>Will be agenized at the appropriate time</i>	
11/21/2023	Strategic Plan update	GM Bandelin/Interim Director		
12/13/2023	Consolidate advisory Meeting Minutes	Trustee Tonking		
07/12/2023	Waste Management	Trustee Schmitz		
	CIC		Update on the Capitalization Policy (old policies 12.1, 13.1 and practice 13.2 – combined into new policy 8.1) Moss Adams Recommendations related to these policies	