
NOTICE OF MEETING

The regular meeting of the Incline Village General Improvement District Board of Trustees will be held starting at 6:00 p.m. on June 8, 2022 in the **Boardroom, 893 Boulevard**, Incline Village, Nevada.

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

RECOGNITION OF ACHIEVEMENT OF THE INCLINE HIGH SCHOOL BOYS AND GIRLS BASKETBALL AND TRACK TEAMS OF INCLINE VILLAGE/CRYSTAL BAY
(The Board Chairman will say a few words in recognition of their excellence and invite the coaches of these teams to say a few words followed by a photo opportunity)

- A. PLEDGE OF ALLEGIANCE*
- B. ROLL CALL OF TRUSTEES*
- C. INITIAL PUBLIC COMMENTS* - *Unless otherwise determined, the time limit shall be three (3) minutes for each person wishing to make a public comment. Unless otherwise permitted by the Chair, no person shall be allowed to speak more than once on any single agenda item. Not to include comments on General Business items with scheduled public comment. The Board of Trustees may address matters brought up during public comment at the conclusion of the comment period but may not deliberate on any non-agendized item.*
- D. APPROVAL OF AGENDA *(for possible action)*
The Board of Trustees may make a motion for a flexible agenda which is defined as taking items on the agenda out of order; combining agenda items with other agenda items; removing items from the agenda; moving agenda items to an agenda of another meeting, or voting on items in a block.
-OR-
The Board of Trustees may make a motion to accept and follow the agenda as submitted/posted.
- E. REPORTS TO THE BOARD* - Reports are intended to inform the Board and/or the public.
1. District General Manager's Report - **pages 3 - 11**
- F. REVIEW OF THE LONG RANGE CALENDAR *(for possible action)* - **pages 12 - 14**
- G. CONSENT CALENDAR *(for possible action)*
1. **SUBJECT:** Award a Procurement Contract for Replacement Flooring Material – 2021/2022 Capital Improvement Project: Fund: Community Services; Division: Ski; Project # 3499BD1710; Vendor: Town and Country Flooring in the amount of \$71,207 (Requesting Staff Member: General Manager Diamond Peak Ski Resort Mike Bandelin) - **pages 15 - 50**

Incline Village General Improvement District

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

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

www.yourtahoeplace.com

NOTICE OF MEETING

Agenda for the Board Meeting of June 8, 2022 - Page 2

2. **SUBJECT:** Authorize a Memorandum of Understanding for the Clean Tahoe Multi-Jurisdictional Program and approve Amendment 1 with Clean Tahoe, to continue the “Clean Tahoe Multi-Jurisdictional Program” for FY 2022-23 (Requesting Staff Member: Director of Public Works Brad Underwood) - **pages 51 - 58**
 3. **SUBJECT:** Approval of Appraisal for Sale of 6,860 Square Feet Potential Class 6 Land Coverage for the Tahoe Forest Hospital District **and** execute sale of this coverage out of the Nevada State Division of Lands Bank (Requesting Staff Member: Director of Public Works Brad Underwood) - **pages 59 - 93**
- H. GENERAL BUSINESS (*for possible action*)
1. **SUBJECT:** Review, discuss, and concur with IVGID Staff, Design and CMAR Team recommendation of a two million gallon pre-stressed concrete tank as the WRRF effluent storage facility (Requesting Staff Member: Director of Public Works Brad Underwood)
Recommendation for Action: That the Board of Trustees concur with IVGID Staff, Design, and CMAR Team recommendation of a two million gallon (MG) pre-stressed concrete tank as the WRRF effluent storage facility - **pages 94 - 129**
 2. **SUBJECT:** Review, discuss, and conduct Incline Village General Improvement District’s General Manager Indra S. Winqest Annual Performance Evaluation to include a possible salary increase (Conducted by Dr. Bill Mathis)
Recommendation for Action: That the Board of Trustees review, discuss, and potentially provide a salary increase - **pages 130 - 159**
 3. **SUBJECT:** Review and discuss goals for the District’s General Manager, as suggested by the Board of Trustees, for Fiscal Year 2022/2023 (Conducted by Dr. Bill Mathis)
Recommendation for Action: There is none at this time however this item will be coming back at a future date for adoption.
- I. MEETING MINUTES (for possible action)
1. Meeting of May 10, 2022 - **pages 160 - 197**
- J. FINAL PUBLIC COMMENTS* - Limited to a maximum of three (3) minutes in duration.
- K. ADJOURNMENT (*for possible action*)

CERTIFICATION OF POSTING OF THIS AGENDA

I hereby certify that on or before Friday, June 3, 2022 at 9:00 a.m., a copy of this agenda (IVGID Board of Trustees Session of June 8, 2022) was delivered to the post office addressed to the people who have requested to receive copies of IVGID’s agendas; copies were e-mailed to those people who have requested; and a copy was posted, physically or electronically, at the following locations in accordance with Assembly Bill 253:

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

/s/ Susan A. Herron, CMC

Susan A. Herron, CMC

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

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

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

MEMORANDUM

TO: Board of Trustees

FROM: Indra Winqest
District General Manager

SUBJECT: General Manager's Status Report
Prepared for the meeting of June 8, 2022

DATE: June 1, 2022

General Manager & Board of Trustees Priority Projects & Tasks

ACTION ITEM	TARGET DATE COMPLETION	RESPONSIBLE PARTY	STATUS
Effluent Pond Lining Project	90% Design Documents anticipated end-January 2022	GM Winqest/Director PW Underwood/ Trustee Dent	The CMAR team has developed the 30% effluent storage facility options and fully vetted each option. It is the recommendation of the CMAR team that a prestressed concrete tank be utilized for the effluent storage facility mainly due to the proposed lower overall cost. Full details of the evaluation are included in the board packet. Jacobs will be providing a scope amendment to their contract to be brought back to the Board for approval to complete design and provide services through bidding.
Effluent Pipeline Project	Phase I ongoing	GM Winqest/ Director PW Underwood/ Trustee Dent	Regularly scheduled meetings are occurring with the CMAR team. The team has determined it best to phase the design of the project. The design is being advanced to 60% for the pipe leaving the Spooner Pump Station and extending south for 8,000 LF. The majority of this area of the project will be coated welded steel pipe to withstand the high pressures.

<p>Burnt Cedar Pool Project</p>	<p>Completion Date scheduled for June 2022</p>	<p>Engineering Manager Nelson/GM Winquest</p>	<p>The pool project is wrapping up quickly. All concrete and landscaping has been completed. Western Water Features is on site to begin plastering and filling the pool June 2, 2022. The slurry seal and crack filling was delayed due to temperatures and has been rescheduled for the week of June 6th. All final inspections are being completed the week of May 31st. The pool grand opening will be advertised soon.</p>
<p><u>Internal Controls Project(s)</u> Review of Internal Control Policies and Procedures</p>	<p>Ongoing</p>	<p>Director of Finance Navazio</p>	<p>Staff has engaged the services of Management Partners, LLC to assist in the review and update of the District's Purchasing policy and finance and accounting procedures manual. Target Completion Date June '22</p>
<p>Review of Board Policies re Budget and Fiscal Management</p> <p>Capitalization (8.1 / 9.1) Fund Balance / Reserves (7.1) Capital Program (12.1 / 13.1)</p>	<p>Fall/Winter 2021</p> <p>Draft Moss Adams report due 11/21; final report to BOT 1/12/22.</p>	<p>Director of Finance Navazio</p>	<p>New Capitalization and Reserve policies completed – approved by BOT 1/12/22. Moss Adams presented final report re Capital Program Planning and Budgeting policies 1/12/22; staff is drafting updated policies, practices as well as updating Capital Project reporting informed my recommendations in Moss Adams report. Return to BOT in June.</p>
<p>Ordinance 7 Amendments</p>	<p>Completed 5/26/22</p>	<p>GM Winquest/Board Chairman Callicrate</p>	<p>Recommendations for revisions were formally presented to the board of trustees on 4/13/22. The Board also set a public hearing for 5/26/22. Continued discussion and potential direction took place at the 4/27/22 and 5/11/22 Board of Trustees meetings. The Board of</p>

			Trustees took action on 5/26/22 to formally Amend Ordinance 7 and staff is in the process of implementing amendments.
Special Counsel to Review Beach Deed, potential revisions to Ordinance 7, Employee use of District Beaches, Policy 16.1.1, Commercial Operations on District Beaches	Winter 2022	GM Winquest, Trustee Schmitz, Legal Counsel Nelson	Special Counsel has completed the review of the Committee's draft recommendations and has provided recommendations for revisions to Ordinance 7 including but not limited to the definition of a guest, commercial activities as well as a complete review of all recommendations. Special Counsel continues to review IVGID employee access as well as the issuance of Gold/Silver Cards to long tenured full time staff and trustees.
Smith vs IVGID Litigation	Ongoing	Legal Counsel/Board of Trustees/GM Winquest	Update involving potential settlement pending.
Utilities Performance/Asset Management Review	Final Report Received	GM Winquest/Board	A portion of staff recommendations for staffing additions were approved in the FY 22-23 budget.
USFS Parcel Acquisition – Potential Dog Park	Ongoing	GM Winquest	USFS has transitioned the request to the formal review process. IVGID Staff is working to schedule community outreach to neighboring residents and larger community including development of a GM Advisory Committee.
USACE Grant Funding for Pond Lining/Pipeline Projects	TBD	GM Winquest/ Director PW Underwood	USACE shared new model agreements. Agreements have been reviewed by legal. IVGID Staff will provide necessary documentation for the agreement upon determination of the chosen alternative for Pond #1.

Utility Rate Study	May/June 2022	Director of Finance Navazio/Director of PW Underwood	Board of Trustees approved water and sewer rate adjustments, effective May 2022 and provided direction for completion of the Rate Study report.
Recreation Center Youth Expansion Project	Winter 2024	GM Winquest/DPM Waters	<p>The project is moving forward at a fast pace to meet the 30% design deadline at the end of June. The project team has had multiple meetings with various groups including Recreation Staff, Boys and Girls Club Staff, Vision Committee, H&K Architects, Shaw Engineering, Exline Consulting, and the Duffield Foundation Representative. PW Staff has engaged services for surveying, geotechnical investigation, civil site work, and the TRPA permitting consultant. This work will provide the necessary information to facilitate TRPA permitting which is a long lead item. PW Staff has met with the other engineering disciplines and toured the project site so the A&E team will be able to provide their proposals for design work through the bidding phase of the project. PW Staff has also advertised for the CMAR and held a mandatory site walk. Four (4) very qualified CMAR companies attended the site walk. The CMAR proposals are due June X, 2022. A short list will be developed and interviews will be held. Staff is planning to bring the 30% schematic design and associated information at the 6/29/22 BOT Meeting for approval to move forward with the project.</p>

IVGID Golf Courses Update

The Championship and Mountain course have both enjoyed higher the budgeted play and revenue for the month of May. This is mainly attributed to both courses opening earlier than normal and both courses being in excellent condition for this time of year. Jeff Clouthier and his staff have done an amazing job getting both courses in the condition they are in now and

expect to see great playing conditions throughout the season. Much of the condition of the courses can also be attributed to our golf course maintenance programs at both courses at the end of the year, such as: aerification, seeding, bunker work, tree and brush removal, etc. Fall golf course maintenance remains a top priority every year so that all of Incline Village's Residents and Guest's may enjoy a long golf season of great playing conditions. For the Championship, the high number of rounds has equated to Green Fee revenues being 34% higher than budget and the Mountain course is right at 45% ahead of budgeted revenue. **(Note: All Revenues have not been fully audited yet, so revenues should come in a little higher than what is currently projected)** Merchandise sales are 46% higher than budgeted net sales and Food and Beverage is 27% higher than budgeted sales. Expenses have not been fully-vetted yet, but year-to-date looks to be well on pace with budget, except for Cart Repair and Maintenance, due to the replacement battery order. All 80 golf carts are now in working condition thanks to the recent battery replacements, but staff would like to remind the board that there are still 21 carts that have some type of combination of new and old batteries. In the opinion of staff and the Fleet Department, it is not a matter of "if", but "when" these carts will need battery attention going forward until the end of the golf season or whenever the new fleet does arrive. We do expect to see more expenses due to the need for ongoing battery replacements.

Rounds report for May 2022		Championship Course	Budgeted	Actual
Type	Budgeted	Actual Rounds	% of Total Rounds	% of Total Rounds
Picture Pass Holder	600	744	39%	32%
Play Pass	500	804	33%	36%
Guest	150	133	10%	6%
Non Picture Pass	225	538	15%	23%
Other	75	71	3%	3%
Total	1,550	2,290		

Rounds report for May 2022		Mountain Course	Budgeted	
Type	Budgeted	Actual Rounds	% of Total Rounds	% of Total Rounds
Picture Pass Holder	210	412	42%	41%
Play Pass	90	203	18%	20%
Guest	50	187	10%	20%
Non Picture Pass	135	181	27%	17%
Other	15	17	3%	2%
Total	500	1,000		

Key Project Updates

For more information on current district capital projects.

Webpage Link:

<https://www.yourtahoeplace.com/ivgid/resources/construction-updates>

Risk and Resilience Assessments and Emergency Response Plan

The Risk and Resilience Assessments (RRA) and emergency response plans (ERPs) for the sanitary sewer system are being completed by Farr West Engineering. A workshop was held with Staff to gather information on March 6, 2022. The draft RRA was received and reviewed by staff in May 2022.

Recreation Center Locker Room Project

The contractor was able to create a solid separate construction entry which has allowed the pool to stay open during the entire demolition phase. They have completed the demo of both the women's and men's locker rooms. This was a very laborious part of the project due to the weight of the existing lockers and the large amount of concrete removal required. We encountered existing drains that were in various stages of decay and authorized change order work to have those pipes replaced. Plumbing, framing and paint is being completed and the lockers are planned to be on-site in the next couple of weeks.

Burnt Cedar Swimming Pool Improvements – 3970BD2601

The pool project is wrapping up quickly. All concrete and landscaping has been completed. Western Water Features is on site to begin plastering and filling the pool June 2, 2022. The slurry seal and crack filling was delayed due to temperatures and has been rescheduled for the week of June 6th. All final inspections are being completed the week of May 31st. The pool grand opening will be advertised soon.

CORE Construction Contract Status:

Original Contract Amount	Change Orders	Current Total Contract Amount	Total Payments for Work Completed to Date	Current Balance to Completion (including retainage)
\$3,845,864.00	\$100,896.04	\$3,946,760.04	\$3,370,552.44	\$744,735.27

Construction Budget Status:

Board Authorized Budget Item (04/29/2021)	Approved Budget	Costs Approved To Date	Budget Remaining
Construction	\$3,749,404.00	\$3,101,590.99	\$645,813.01
CMAR Contingency & Allowances	\$240,964.00	\$59,252.55	\$181,711.45*
Add Alternates (#1, #2, #3, #4)	\$96,461.00	\$76,589.00	\$19,872.00*
Owner Construction Reserves	\$160,000.00	\$100,896.04	\$59,103.96

*Alternate #4 (Colored Concrete) was not approved saving \$19,872; Allowance #2 Rock/Boulder Excavation was not used saving \$50,000; Allowance #3 Dewatering was not used saving \$25,000.

Effluent Pipeline Project – 2524SS2010

Regularly scheduled meetings are occurring with the CMAR team. The team has determined it best to phase the design of the project. The design is being advanced to 60% for the pipe leaving the Spooner Pump Station and extending south for 8,000 LF. The majority of this area of the project will be coated welded steel pipe to withstand the high pressures.

Effluent Pond Lining Project – 2599SS2010

The CMAR team has developed the 30% effluent storage facility options and fully vetted each option. It is the recommendation of the CMAR team that a prestressed concrete tank be utilized for the effluent storage facility mainly due to the proposed lower overall cost. Full details of the evaluation are included in the board packet. Jacobs will be providing a scope amendment to their contract to be brought back to the Board for approval to complete design and provide services through bidding.

Financial Transparency

The District's finance and accounting staff have completed the close for the period ending April 31, 2022. The District's 3rd Quarter Budget Update was presented to the Board at the meeting of May 11th.

Other significant projects currently underway include:

Review and update of selected Board Policies and Practices – new Capitalization, Reserve and Central Services Overhead Allocation policies were approved by the Board on January 12, 2022; Pricing Practice was approved by the Board of Trustees on March 1, 2022; Capital Planning and Budgeting Policies/Practices currently being updated, informed by recommendations from Moss Adams report presented to the Board on January 12, 2022. Staff anticipates returning to the Board in June with draft revisions.

Ongoing update of Internal Control policies and procedures – Staff continues to work with Management Partners, LLC to assist management in the review and update of the District's Purchasing Policy and Accounting/Finance Procedures Manual. Consultant completed interviews with Trustees and Staff; reviewing existing procedures against best practices. Draft update of internal procedures document as well as new/updated Purchasing Policy is currently under review. Project completion targeted for this month (June).

Implementation of Tyler/Munis Financial System - the transition to the District's new enterprise-wide financial system (Tyler/Munis) remains on track for a July 1, 2022 "go-live" date. One of the goals of the new financial system project is to streamline budgeting and accounting processes, improve financial reporting capabilities and strengthen internal

controls. Recent activities focused on module and workflow set-up. Staff training is underway and will continue through late Spring/early Summer.

Lobbying Efforts

As Staff works on a more detailed report, I just wanted to update the Board on the following:

- Marcus Faust.....Federal Legislative Advocate ...Works with our Congressional Delegation in Washington D.C.
- Tri-Strategies.....State Legislative AdvocateWorks with our State of Nevada Delegation
- District General.....Local AdvocateWorks with Nevada League of Cities and Municipalities and Washoe County Manager

American Rescue Plan Act (ARPA) – Federal COVID–Relief Funding

Washoe County received \$91.6 million in American Rescue Plan Act (ARPA) monies from the Federal government. We are working closely with Washoe County to obtain some of this funding for eligible infrastructure projects; however, Washoe County has advised IVGID that they will not be allocating any of the County ARPA funding they received for infrastructure. Staff will continue to work with Washoe County Staff to update the Board and the community on this funding source and how it has been and will continue to be allocated. The District's efforts to secure ARPA funding has shifted to the State of Nevada as the Governor's Office will finalizing its recommendations for its federal funding allocation. Up to \$18 million is being requested to support our eligible critical infrastructure projects. Staff is also working with our Federal lobbyist to secure final commitments on funding through the U.S. Army Corps of Engineers for the Effluent Storage Project.

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

From May 4 to June 1, 2022

PO Number	Vendor	Description	PO Amount
22-0263	G&E Contracting dba G&E Painting	Paint Chateau exterior	\$24,500.
22-0266	Abigail Edwards dba Kaufman Edwards	TRPA permitting application: BCWDP Emergency Fuel Storage Tank	\$5,317.
22-0281	Environmental Inspections & Construction Inc.	Phase 2 of Radon mitigation	\$11,774.
22-0284	F.W. Carson Co.	Emergency Repairs: SPS5	\$22,959.89

Public Records Requests

Following are the public records requests from April 28, 2022 to May 30, 2022

04/29/2022	Barth, Megan	Punch Card Information by Parcel; employee contracts, payroll data, employee schedules, FY 2021 General Ledger		(NevadaGlobe – media)
05/02/2022	Gumz, Joy	Ord. 7 – 1988 Version	05/06/2022	Complete

05/02/2022	Katz, Aaron	Various memberships	05/25/2022	Complete
05/13/2022	Abel, Mike	Construction Schedule for Burnt Cedar Pool	05/18/2022	Complete
05/16/2022	Dobler, Cliff	Water and Sewer Pumping Stations – Invoices and PO's	05/25/2022	Complete
05/18/2022	Dobler, Cliff	WRRF Listing of Transactions	05/25/2022	Complete
05/18/2022	Dobler, Cliff	BCDF Listing of Transactions	05/25/2022	Complete
05/24/2022	Marelich, Susan	Correspondence received by the Board and GM re IBS	05/24/2022	Complete
05/28/2022	Dobler, Cliff	General Manager's Signature Authority	05/31/2022	Complete



LONG RANGE CALENDAR

Thursday, June 16, 2022 at 5 p.m. via Zoom – Audit Committee Meeting

Items Slated for Consideration

- ⇒ Contract management
- ⇒ Review Code of Conduct (15.1 2.7)
- ⇒ Restricted funds versus committed funds
- ⇒ Whistleblower
- ⇒ Moss Adams 1 deliverables
- ⇒ Dillon’s Rule on DPSEF contract
- ⇒ Method of allocation of investment earnings (policy review)

Wednesday, June 29, 2022 at 6 p.m. in the Boardroom at 893 Southwood Boulevard – Regular Board of Trustees Meeting

Items Slated for Consideration

- Moss Adams Recommendations – Update
 - Status of Moss Adams Recommendations from Reports #1 and #2
 - Draft Update of Board Policies 12.1, 13.1 and Practice 13.2 (Moss Adams #3)
- Consideration of Draft Purchasing Policy (Management Partners)
- Bonding Discussion
- 5-Year CIP Approval (Navazio)
- Policy 3.1.0 review (Request by Trustee Tonking - 5/26/2021)
- Recreation Center Expansion – Approval of 30% Schematic Design, CMAR Selection, and Updated MOU with Duffield Foundation
- Mountain Golf Cart Path Replacement – Revised Scope – Brad Underwood
- Approve an agreement for media buying services for Fiscal Year 2022/23; Venues: Diamond Peak, Championship Golf Course, Mountain Golf Course, Facilities; Vendor: EXL Media; Agreement Amount: Up to \$215,250 in paid media spending, \$40,000 in trade media spending, and up to \$53,000 in agency fees – a grand total of up to \$308,250. (Requesting Staff Member: Marketing Manager Paul Raymore)
- Review, discuss, and adopt Policy and Procedure No. 141/Resolution No. 1895 regarding complimentary and discounted use of District facilities and programs (Requesting Staff Member: District General Counsel Joshua Nelson)
- Diamond Peak Ski Education Foundation – District Agreement – Mike Bandelin

Wednesday, July 27, 2022 at 6 p.m. in the Boardroom at 893 Southwood Boulevard – Regular Board of Trustees Meeting

Items Slated for Consideration

- Indebtedness Report and 5-Year CIP (Navazio)
- Approval of Consultant for Utility Master Plan
- Approval of Blanket Purchase Orders for FY2022-23
- Installation RFID – Software and Gantries Project #3499CE2201

Wednesday, August 31, 2022 at 6 p.m. in the Boardroom at 893 Southwood Boulevard – Regular Board of Trustees Meeting

Items Slated for Consideration



LONG RANGE CALENDAR

Wednesday, September 28, 2022 at 6 p.m. in the Boardroom at 893 Southwood Boulevard – Regular Board of Trustees Meeting

Items Slated for Consideration

- FY2021-22 Fourth Quarter Budget Update (Reports)
- FY2021-22 Fourth Quarter CIP Popular Status Report (Reports)
- Recommended FY2021-22 Carry-Forward Appropriations (amending FY2022-23 Budget)

Wednesday, October 12, 2022 at 6 p.m. in the Boardroom at 893 Southwood Boulevard – Regular Board of Trustees Meeting

Items Slated for Consideration

Wednesday, October 26, 2022 at 6 p.m. in the Boardroom at 893 Southwood Boulevard – Regular Board of Trustees Meeting

Items Slated for Consideration

Wednesday, November 9, 2022 at 6 p.m. in the Boardroom at 893 Southwood Boulevard – Regular Board of Trustees Meeting

Items Slated for Consideration

- ❖ FY2022-23 First Quarter Budget Update (Reports)
- ❖ FY2022-23 First Quarter CIP Popular Status Report (Reports)
- ❖ Beach Season Update to include update on the Ordinance 7 changes made in May 2022 (requested 4/27/2022 – Trustee Schmitz)

Wednesday December 14, 2022 at 6 p.m. in the Boardroom at 893 Southwood Boulevard – Regular Board of Trustees Meeting

Items Slated for Consideration

Parking Lot Items – To be scheduled

	<i>Items sitting in the parking lot (to be discussed but (a) not yet scheduled for a specific Regular Board Meeting) or (b) a future Board not on this calendar</i>
A	Possible discussion on IVGID needs as it relates to potential land use agreement with DPSEF (Request by Trustee Schmitz – 01/18/2021)
B	Develop a policy and criteria for Professional Services (see Moss Adams 1 Report) (Request by Trustee Schmitz – 03/10/2021; asked again on 4/29/2021)
C	Tax implications for benefits for employees (Request by Trustee Schmitz – 03/10/2021 – District General Counsel Nelson is working on an opinion)
D	Review of service levels – Golf will be coming first – maybe on 01/26/2022 agenda – Date Requested:
E	Next step on Diamond Peak parking lot/Ski Way – Staff added reminder



LONG RANGE CALENDAR

F	Incline Beach House – revisit where we have been, revisit financing options and how does the Board want to move forward – Staff added reminder – next steps
G	Code of Conduct – Date Requested:
H	List of contracts, etc. that need annual Board Review – District General Manager and District Clerk – Date Requested:
I	Request that the Board discuss a strategy for dealing with e-mails and correspondence that the Board receives. Need to have a strategy and approach on who responded – come up with a consensus by the Board on who responds. (Request by Trustee Schmitz – 11/03/2021) Related to Policy 20.
J	Retaining special legal counsel for construction contracts, Staff member suggested, review and discuss as a Board and decide how to move (Request by Trustee Schmitz – 11/03/2021)
K	Meeting Minutes: Do we want our meeting minutes to have more alignment with what is said at the meeting or are these summaries acceptable? (Request by Trustee Schmitz – 11/03/2021)
L	Board of Trustees Handbook – awaiting Dr. Mathis’ feedback
M	Board packet material requirements – Date Requested:
N	Review of Policy 15.1.0 – Date Requested: 4/27/2022 – Trustee Schmitz (<i>Policy 15.1.0 was adopted on 2/3/2022 and it calls for an annual review – due date would be either 1/25 or 2/8</i>)
O	Diamond Peak Master Plan – revisit – Date Requested: 4/27/2022 – Trustee Schmitz
P	General Manager’s Goals and Board Norms facilitated by Dr. Bill Mathis (Special Meeting)
Q	Input from NLTFPD regarding the Crystal Bay Water Station – Date Requested: 5/11/2022 – Trustee Schmitz
R	

*Budget approval is required after the third Monday however whatever date is selected, a 10-day notice must be given. Must accomplish no later than June 1, 2022.

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra S. Windquest
District General Manager

FROM: Mike Bandelin
Diamond Peak General Manager

SUBJECT: Award a Procurement Contract for Replacement Flooring Material – 2021/2022 Capital Improvement Project: Fund: Community Services; Division: Ski; Project #3499BD1710; Vendor: Town and Country Flooring in the amount of \$71,207

DATE: June 8, 2022

I. RECOMMENDATIONS

That the Board of Trustees makes a motion to award a procurement contract to Town and Country Flooring totaling \$71,207 for the replacement of carpet flooring material within the Ski venue including the Main lodge, Snowflake lodge and Child Ski Center **and** authorize Staff to execute all contract documents based on a review by General Counsel.

II. DISTRIC STRATEGIC PLAN

Long Range Principle #1 – Service – The District will provide superior quality service through responsible stewardship of District resources and assets with an emphasis on the parcel owner and customer experience.

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

- Maintain, renew, expand and enhance District infrastructure to meet the capacity needs and desires of the community for future generations.

III. BACKGROUND

The general purpose of this project is to maintain District operations through the necessary maintenance and replacement cycles. The contract proposed for award

addresses the end of life cycle replacement of carpeted flooring material within the Ski Venue facilities.

This project replaces the 2015 installed carpet tiles within the dining area, bar area and stair treads that lead from the lower level to the upper level of the lodge. The project also includes carpet replacement at Snowflake lodge and the Child Ski Center which was last replaced in 2016. The proposed contract will replace a total of approximately 9,764 square feet of flooring material and 47 stair treads within the facilities.

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

IV. BID RESULTS

Requests for proposals including specifications were sent out to five potential bidders. Two bids were received and opened on May 10, 2022. The bid results are as follows:

Vendor	Total Bid Amount
Town and Country Flooring	\$71,207.05
SI Legacy Flooring	\$145,100.00
Simonian Flooring	Non-responsive
Tahoe Specialty Flooring	Non-responsive
Landmark Flooring	Non-responsive

The low responsive bidder is Town and Country Flooring. District Staff reviewed the bid documents, checked references for the vendor and is recommending award of this contract to Town and Country Flooring.

V. FINANCIAL IMPACT AND BUDGET

The proposed project #3499BD1710 is funded within Community Services; Ski division Capital Project - Expense budget fiscal year 2021/22 with a total of \$91,000. The budgeted amount includes a carry-over of \$55,000 from fiscal year 2020/21 for flooring material replacement and an additional amount of \$36,000 budgeted in the current fiscal year 2021/22 (see attached data sheets). The amount of the replacement project described above totals \$71,207 which is \$19,793 under the approved budgeted amount.

VI. ALTERNATIVE

The Board of Trustees may choose to not award the proposed contract award and defer the replacement of the flooring material to a future date.

VII. BUSINESS IMPACT

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

VIII. COMMENTS

Provided the proposed contract is approved, the vendor will be notified to begin the project and will notify Staff of a scheduled date to be onsite to begin the project of replacing flooring material at the ski venue.

Attachments:

- A. Town and Country flooring replacement bid documents
- B. CIP Data Sheet #3499BD1710
- C. Capital Budget Expense items including carry forward
- D. Agreement between the District and Town and Country Flooring

REQUEST FOR PROPOSALS

2022 DIAMOND PEAK FACILITIES FLOORING MATERIAL REPLACEMENT IVGID CIP 3499BD1710

INTRODUCTION

The Incline Village General Improvement District (IVGID or District or OWNER) is soliciting Lump Sum Price Proposals for flooring replacement work, including Child Ski Center, and Snowflake Lodge Diamond Peak Ski Resort, located at 1210 Ski Way, Incline Village, Washoe County Nevada.

SCHEDULE

- A **mandatory** site walk will be accommodated Monday through Friday from 8 a.m. to 2 p.m., by appointment only, and must be completed prior to April 28, 2022. Contact information is below.
- **Mandatory** samples must be received prior to 3:00 p.m. April 28, 2022.
- Proposals due by 3:00 p.m. May 2, 2022.
- Notice of Award to be provided by June 9, 2022.
- The District is intending for this job to be complete by September 15, 2022.

MANDATORY PRE-BID SITE WALK

CONTRACTOR is required to arrange for a **MANDATORY** pre-bid site walk, per the Schedule, above, to acquaint themselves with the scope of work and site constraints. To schedule this site walk, contact Jay Rydd, Mountain Operations Manager, at (530) 412-3318 or via email - jay@ivgid.org.

DESCRIPTION OF WORK

Work is generally described as:

Schedule A: Child Ski Center Carpet Tile

Removal, disposal and new installation of approximately 2200 sq ft of carpet tiles in the Ski Center area.

Bids should include the Owner-specified materials listed below if available, or a proposed alternative:

- Super Flor – 50 cm x 50 cm Irish Coffee color 9198, item #1291035999B10100 (Owner shall provide a sample of the specified material).

SAMPLES: Bidders are to provide samples of suggested materials to be used in conjunction with specified primary material, including cove base and transitions. These samples are required and must be received by the date and time shown in the Schedule, above at Diamond Peak Ski Resort, 1210 Ski Way, Incline Village Nevada, Attention Jay Rydd.

Schedule B: Snowflake Lodge carpet tiles

Removal, disposal and new installation of flooring material within the Snowflake Lodge located at the top of the Lakeview chairlift.

Bids should include the Owner-specified materials listed below, if available, or a proposed alternative:

- Super Flor – 50 cm x 50 cm Irish Coffee color 9198, item #1291035999B10100 (Owner shall provide a sample of the specified material).

CONTRACTOR to supply all labor, equipment, materials (excluding OWNER supplied equipment as identified), and incidentals necessary to perform the work.

CONTRACTOR to make arrangements with Jay Rydd, Mountain Operations Manager, at (530) 412-3318 or via email - jay@ivgid.org for performing the work, including schedule, staging, and interruptions to operations. Any interruptions to operations require three day notice to IVGID.

DATE OF SUBMITTAL

Lump Sum Price Bids are to be received by the District no later than April 25, 2022 Bids may be e-mailed to rlr@ivgid.org, mailed or hand-delivered to:

Incline Village General Improvement District
Public Works Department
Attn: Ronnie Rector
1220 Sweetwater Rd.
Incline Village, Nevada 89451

IVGID reserves the right to reject any and all proposals, and/or to waive any irregularities or formalities in evaluating and awarding the work in accordance with Nevada Revised Statutes. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. In the case of a difference between written words and figures, the amount stated in written words shall govern for a Lump Sum Bid.

All inquiries for additional information and clarification of this RFP should be directed to the IVGID Engineering Division, (775) 832-1267.

INSURANCE AND LICENSING REQUIREMENTS

Licenses Successful Bidder shall have a Washoe County business license, and all appropriate Contractor's licenses and certifications for the services to be performed.

ENGINEERING DIVISION
1220 SWEETWATER ROAD · INCLINE VILLAGE NV 89451
PH: (775) 832-1267 · RLR@IVGID.ORG

Commercial Insurance Successful Bidder shall procure and maintain for the duration of the contract General Liability, Auto Liability, Workers' Compensation, and Professional Liability Insurance (if applicable) coverages as required. IVGID shall receive Certificates of Coverage listing the District as an Additional Insured. Property Liability Insurance coverage is not required; the District maintains Course of Construction Liability as part of its overall insurance coverage program. The cost of any required insurance shall be included in the bid.

Bid Form on following page.

BID FORM

Project is a Lump Sum Price, to include removal, disposal, all labor, materials and incidentals.

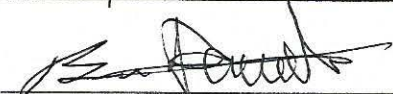
IVGID reserves the right to award all, some or none of the proposed Schedules.

Project Location: Diamond Peak Ski Resort – 1210 Ski Way Incline Village, Nevada.

Schedule A: Child Ski Center Carpet Tile	
Total Bid Sq. Ft.	2430 sq ft or 270 sq yards
Total Bid, In Numbers:	\$ 18009.00
Total Bid, In Words:	Eighteen thousand nine dollars

Schedule B: Snowflake Lodge Flooring	
Total Bid, In Numbers:	\$ 6336.50
Total Bid, In Words:	
Six thousand, three hundred, thirty six dollars and fifty cents	

TOTAL BID, ALL SCHEDULES, IN NUMBERS:	\$ 24 345.50
TOTAL BID, ALL SCHEDULES, IN WORDS:	
Twenty four thousand, three hundred forty five dollars	

Signature of Bidder:  Date: 5-6-2022

PRINT OR TYPE:

Name: Bruce Hawkins
 Title: Estimator
 Firm Name: Town & Country Flooring
 Address: 12030 Donner Pass Rd #9
 City, St, Zip: Truckee CA 96161
 Phone #: 530 582 9380 Email bhawkins.tcflooring@mail.com
 Business License #: _____

robreuter@AAJ.net

DISCLOSURE OF PRINCIPALS – OFFICERS, OWNERS, PARTNERS:

Name: Rob Reuter Official Title: Owner
Address: 12030 Donner Pass Rd #4, Truckee Ca 96161
Name: _____ Official Title: _____
Address: _____
Name: _____ Official Title: _____
Address: _____

Town & Country Flooring

12030 Donner Pass Rd #4

Truckee

CA 96161

Estimate

Estimate #

5/6/2022

10998

530-582-4380

Name / Address

**Diamond Peak Ski Area
1210 Ski Way
Incline Village NV 89451**

Project

**Child Ski Center
Snowflake Lodge**

Description	Qty	Rate	Total
Child ski center Supply & Install Interface Industrious carpet tiles	270	58.20	15714.00
Pull Up and remove existing carpet tiles	270	5.00	1350.00
Freight Charges- Shipping & Handling	270	3.00	810.00
CA CARPET STEWARDSHIP ASSESSMENT	270	0.50	135.00
Sub total			18009.00
Snowflake Lodge Supply & Install Interface Industrious carpet tiles	95	58.20	5529.00
Pull Up and remove old carpet	95	5.00	475.00
Freight Charges- Shipping & Handling	95	3.00	285.00
CA CARPET STEWARDSHIP ASSESSMENT	95	0.50	47.50
Sub total			6336.50

Total

\$24,345.50

Signature

023

REQUEST FOR PROPOSALS

2022 DIAMOND PEAK FACILITIES FLOORING MATERIAL REPLACEMENT IVGID CIP 3499BD1710

INTRODUCTION

The Incline Village General Improvement District (IVGID or District or OWNER) is soliciting Lump Sum Price Proposals for flooring replacement work, including a stairwell, at the Diamond Peak Ski Resort, located at 1210 Ski Way, Incline Village, Washoe County Nevada.

SCHEDULE

- A **mandatory** site walk will be accommodated Monday through Friday from 8 a.m. to 2 p.m., by appointment only, and must be completed prior to April 28, 2022. Contact information is below.
- **Mandatory** samples must be received prior to 3:00 p.m. April 28, 2022.
- Proposals due by 3:00 p.m. May 2, 2022.
- Notice of Award to be provided by June 9, 2022.
- The District is intending for this job to be complete by September 15, 2022.

MANDATORY PRE-BID SITE WALK

CONTRACTOR is required to arrange for a **MANDATORY** pre-bid site walk, per the Schedule, above, to acquaint themselves with the scope of work and site constraints. To schedule this site walk, contact Jay Rydd, Mountain Operations Manager, at (530) 412-3318 or via email - jay@ivgid.org.

DESCRIPTION OF WORK

Work is generally described as:

Schedule A: Ski Lodge Carpet Tile

Removal, disposal and new installation of approximately 5,700 square feet of carpet tiles and rubber flooring in the main and upstairs floors within the ski lodge.

Bids should include the Owner-specified materials listed below if available, or a proposed alternative:

- Super Flor – 50 cm x 50 cm Irish Coffee color 9198, item #1291035999B10100 (Owner shall provide a sample of the specified material).

SAMPLES: Bidders are to provide samples of suggested materials to be used in conjunction with specified primary material, including cove base and transitions. These samples are required and

must be received by the date and time shown in the Schedule, above, at Diamond Peak Ski Resort, 1210 Ski Way, Incline Village Nevada, Attention Jay Rydd.

Schedule B: Stairwell Flooring and Treads

Removal, disposal and new installation of flooring material within the stairwell from the lower level of the ski lodge to the top floor, including 47 stairs.

- Bidders are to provide samples of suggested flooring materials, including a bullnose cap/tread. Samples are required and must be received by the date and time shown in the Schedule above, at Diamond Peak Ski Resort, 1210 Ski Way, Incline Village Nevada, Attention Jay Rydd.

CONTRACTOR to supply all labor, equipment, materials (excluding OWNER supplied equipment as identified), and incidentals necessary to perform the work.

CONTRACTOR to make arrangements with Jay Rydd, Mountain Operations Manager, at (530) 412-3318 or via email - jay@ivgid.org for performing the work, including schedule, staging, and interruptions to operations. Any interruptions to operations require three-day notice to IVGID.

DATE OF SUBMITTAL

Lump Sum Price Bids are to be received by the District no later than April 25, 2022 Bids may be e-mailed to rlr@ivgid.org, mailed or hand-delivered to:

Incline Village General Improvement District
Public Works Department
Attn: Ronnie Rector
1220 Sweetwater Rd.
Incline Village, Nevada 89451

IVGID reserves the right to reject any and all proposals, and/or to waive any irregularities or formalities in evaluating and awarding the work in accordance with Nevada Revised Statutes. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. In the case of a difference between written words and figures, the amount stated in written words shall govern for a Lump Sum Bid.

All inquiries for additional information and clarification of this RFP should be directed to the IVGID Engineering Division, (775) 832-1267.

INSURANCE AND LICENSING REQUIREMENTS

Licenses Successful Bidder shall have a Washoe County business license, and all appropriate Contractor's licenses and certifications for the services to be performed.

Commercial Insurance Successful Bidder shall procure and maintain for the duration of the contract General Liability, Auto Liability, Workers' Compensation, and Professional Liability Insurance (if applicable) coverages as required. IVGID shall receive Certificates of Coverage listing the District as an Additional Insured. Property Liability Insurance coverage is not required;

ENGINEERING DIVISION
1220 SWEETWATER ROAD · INCLINE VILLAGE NV 89451
PH: (775) 832-1267 · RLR@IVGID.ORG

the District maintains Course of Construction Liability as part of its overall insurance coverage program. The cost of any required insurance shall be included in the bid.

Bid Form on following page.

BID FORM

Project is a Lump Sum Price, to include removal, disposal, all labor, materials and incidentals.
 IVGID reserves the right to award all, some or none of the proposed Schedules.

Project Location: Diamond Peak Ski Resort – 1210 Ski Way Incline Village, Nevada.

Schedule A: Ski Lodge Carpet Tile & Rubber Flooring	
Total Bid Sq. Ft.	6534 sq ft or 726 sq yards
Total Bid, In Numbers:	\$ 40,046.55
Total Bid, In Words:	
Forty thousand fourty six dollars and 55 cents	

Schedule B: Stairwell Flooring	
Total Bid, In Numbers:	\$ 6815 ⁰⁰
Total Bid, In Words:	Six thousand fifteen dollars

TOTAL BID, ALL SCHEDULES, IN NUMBERS:	\$ 46,861.55
TOTAL BID, ALL SCHEDULES, IN WORDS:	
Forty six thousand, Eight hundred Sixty One dollars & fifty five cents	

Signature of Bidder: _____

Bruce Hawkins

Date: _____

May 6 2022

PRINT OR TYPE:

Name: Bruce Hawkins

Title: Estimator

Firm Name: Town & Country Flooring

Address: 12030 Donner Pass Rd #4

City, St, Zip: Truckee CA 96161

Phone #: 530 582 4380 Email bhawkins.tcfloor@gmail

Business License #: _____ robreuter@Att.net .com

DISCLOSURE OF PRINCIPALS – OFFICERS, OWNERS, PARTNERS:

Name: Rob Reuter Official Title: Owner
Address: 12030 Donner Pass Rd, Truckee CA 96161
Name: _____ Official Title: _____
Address: _____
Name: _____ Official Title: _____
Address: _____

Town & Country Flooring

12030 Donner Pass Rd #4

Truckee

CA 96161

Estimate

Estimate #	
5/6/2022	10997

530-582-4380

Name / Address	Project
Diamond Peak Ski Area 1210 Ski Way Incline Village NV 89451	Ski Lodge

Description	Qty	Rate	Total
Diamond Peak Ski Lodge Supply & Install Interface - Super Flor carpet tiles Loft Bar ,Fireside room ,Entry Vestibule and Eating area	726	40.55	29439.30
Pull Up and remove Existing carpet tiles	540	5.00	2700.00
Pull Up and remove rubber floor		4,187.50	4187.50
High Desert Surface Prep			
roll off trash bin Estimated		680.00	680.00
Install new 4 inch rubber Base Black	125	3.99	498.75
Freight Charges- Shipping & Handling	726	3.00	2178.00
CA CARPET STEWARDSHIP ASSESSMENT	726	0.50	363.00
Sub total			40046.55
Stair and landing - Carpet tiles and Metal stair nose	47	145.00	6815.00
A Deposit Of 50% Is Needed Order Materials		0.00	0.00

Total	\$46,861.55
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Signature

029



Project Summary

Project Number:	3499BD1710
Title:	Diamond Peak Facilities Flooring Material Replacement
Project Type:	E - Capital Maintenance
Division:	99 - General Administration - Ski
Budget Year:	2022
Finance Option:	
Asset Type:	BD - Buildings & Structures
Active:	Yes

Project Description				
This project outlines the periodic replacement of indoor flooring materials within Diamond Peak facilities including Main Lodge, Snowflake Lodge and the Skier Services building.				
Project Internal Staff				
Mountain and Operations staff will manage these projects.				
Project Justification				
The general purpose of this project is to improve our facilities through required maintenance and remodel improvements that directly or indirectly reflect on our guest's experience. This project is designed to maintain the value of the Diamond Peak Ski Resort asset and customer service.				
Forecast				
Budget Year	Total Expense	Total Revenue	Difference	
2022				
Skier Service Building Child Ski Center - Flooring	26,000	0	26,000	
Snowflake Lodge - Flooring	10,000	0	10,000	
Year Total	36,000	0	36,000	
2023				
Skier Service Administration - Flooring	20,000	0	20,000	
Year Total	20,000	0	20,000	
2024				
Skiers Service Concrete Resurface	20,000	0	20,000	
Year Total	20,000	0	20,000	
2025				
Snowflake Lodge - Flooring	8,000	0	8,000	
Year Total	8,000	0	8,000	
2026				
Main Lodge Lower Level - Flooring	49,000	0	49,000	
Snowflake Lodge - Flooring	8,000	0	8,000	
Year Total	57,000	0	57,000	
	141,000	0	141,000	
Year Identified	Start Date	Est. Completion Date	Manager	Project Partner

2016	Jul 1, 2020	Jun 30, 2021	Mountain Operations Manager	
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Project Summary

Project Number:	3499BD1710
Title:	Diamond Peak Facilities Flooring Material Replacement
Project Type:	E - Capital Maintenance
Division:	99 - General Administration - Ski
Budget Year:	2021
Finance Option:	
Asset Type:	BD - Buildings & Structures
Active:	Yes

Project Description				
This project outlines the periodic replacement of indoor flooring materials within Diamond Peak facilities including Main Lodge, Snowflake Lodge and the Skier Services building.				
Project Internal Staff				
Mountain and Operations staff will manage these projects.				
Project Justification				
The general purpose of this project is to improve our facilities through required maintenance and remodel improvements that directly or indirectly reflect on our guest's experience. This project is designed to maintain the value of the Diamond Peak Ski Resort asset and customer service.				
Forecast				
Budget Year	Total Expense	Total Revenue	Difference	
2021				
Main Lodge - Flooring	55,000	0	55,000	
Year Total	55,000	0	55,000	
2022				
Skier Service Building Child Ski Center - Flooring	26,000	0	26,000	
Snowflake Lodge - Flooring	8,000	0	8,000	
Year Total	34,000	0	34,000	
2023				
Skier Service Administration - Flooring	20,000	0	20,000	
Year Total	20,000	0	20,000	
2024				
Skiers Service Concrete Resurface	20,000	0	20,000	
Year Total	20,000	0	20,000	
2025				
Snowflake Lodge - Flooring	8,000	0	8,000	
Year Total	8,000	0	8,000	
2026				
Main Lodge Lower Level - Flooring	49,000	0	49,000	
Snowflake Lodge - Flooring	8,000	0	8,000	
Year Total	57,000	0	57,000	
	194,000	0	194,000	
Year Identified	Start Date	Est. Completion Date	Manager	Project Partner
2016	Jul 1, 2020	Jun 30, 2021	Mountain Operations Manager	

Attachment – Capital Budget Items to be Expensed –Diamond Peak Flooring Material Replacement - Project #3499BD1710

ATTACHMENT B
CAPITAL BUDGET ITEMS TO BE EXPENSED

Incline Village General Improvement District

Capital Improvement Projects Report to the Board of Trustees

FY2021/22 CIP Status Report for the Quarter Ending December 31, 2021

DESCRIPTION	PROJECT #	FY2021/22		FY2021/22		Prior Year		Projects Cancelled	Adjustments	Reallocation	FY2021/22	Fiscal Year	Variance	Status	Carr-Over Estimates	
		Original	Budget	Estimated	Adopted	Budget	Carry Forward				Adjusted Budget	Expenditures As of 12/31/21				
General Fund:																
District Communication Radios - Capital Maint.	1213CE1701		10,000		10,000						10,000	-	10,000	In Process		
Security Cameras	1213CE2105		-		-				100,000		100,000	87,545	12,455	In Process		
District Wide PC, Laptops, etc. - Capital Maint.	1213CO1703		75,000		75,000						75,000	3,604	71,396	Ongoing		
Pavement Maint. - Admin Building - Capital Maint.	1099LI1705		5,000		5,000		4,300				9,300	-	9,300	Ongoing	9,300	
Total General Fund		\$	90,000	\$	90,000	\$	4,300	\$	-	\$	100,000	\$	194,300	\$	103,151	9,300
Utility Fund:																
Adjust Utility Facilities in NDOT/Washoe County Right-of-Way	2097DI1401		180,000		180,000		3,000				183,000		183,000	Ongoing	183,000	
Pavement Maintenance - Utility Facilities	2097LI1401		157,500		157,500						157,500	13,847	143,653	Ongoing	139,886	
Utility Shared Projects			337,500		337,500		3,000				340,500	13,847	326,653		322,886	
Replace Commercial Water Meters, Vaults and Lids	2299DI1103		40,000		40,000		6,000				46,000	6,788	39,212	Ongoing		
Water Reservoir Coatings and Site Improvements	2299DI1204		85,000		85,000						85,000		85,000	Ongoing		
Remove Washoe 1 Water Intake Line -Cap Maintenance	2299DI1401X		30,000		30,000						30,000		30,000	Delayed		
Water			155,000		155,000		6,000				161,000	6,788	154,212			
Buildings Upgrade WRRF - Capital Maintenance	2599BD1105X		60,000		60,000						60,000	29,675	30,325	Ongoing		
Replace & Reline Sewer Mains etc. - Capital Maint.	2599SS1203X		60,000		60,000		10,730				70,730	38,000	32,730	Ongoing	32,730	
Sewer			120,000		120,000		10,730				130,730	67,675	63,055		32,730	
Total Utility Fund			612,500		612,500		19,730				632,230	88,310	543,920		355,616	
Championship Golf Course:																
Irrigation Improvements	3141GC1103		11,000		11,000						11,000	5,997	5,003	Ongoing		
Championship Course Tees	3141GC1803		12,000		12,000						12,000	3,645	8,355	Ongoing		
Pavement Maint. Parking Lots -Champ Course/Chateau	3141LI1201		17,500		17,500						17,500		17,500	Ongoing	14,000	
Championship Golf Course			40,500		40,500						40,500	9,642	30,858		14,000	
Mountain Golf Course:																
Mountain Course Greens, Tees, Bunkers and Bridges	3241GC1101		8,000		8,000						8,000	4,564	3,436	Ongoing		
Pavement Maintenance of Parking Lot - Mountain Golf Course	3242LI1204		12,500		12,500		4,900				17,400		17,400	Ongoing	15,900	
Mountain Golf Course			20,500		20,500		4,900				25,400	4,564	20,836		15,900	
Chateau:																
Paint Exterior of Chateau	3350BD1506		47,000		47,000						47,000		47,000	In Process		
Replace Carpet in Chateau Grill	3350BD1803		23,000		23,000						23,000	9,910	13,090	In Process		
Aspen Grove - Replace Carpet	3351BD1501		11,000		11,000						11,000	7,120	3,880	In Process		
Facilities			81,000		81,000						81,000	17,030	63,970			
Diamond Peak Ski Resort:																
Pavement Maintenance, Diamond Peak and Ski Way	3469LI1105		25,000		25,000						25,000		25,000	Ongoing	25,000	
Diamond Peak Facilities Flooring Material Replacement	3499BD1710		36,000		36,000		55,000				91,000		91,000	In Process		
Ski Staff Uniforms	3499OE1205						135,000				135,000	92,460	42,540	In Process		
Diamond Peak			61,000		61,000		190,000				251,000	92,460	158,540		25,000	
Parks:																
Resurface and Coat Preston Park Bathroom, Mechanic	4378BD1604		53,200		53,200						53,200	7,100	46,100	In Process		
Grout Repair Upstairs Parks Office & Tile Replacement	4378BD2001		10,000		10,000						10,000		10,000	In Process		
Pavement Maintenance, Village Green Parking	4378LI1303		5,000		5,000						5,000	4,354	646	Ongoing		
Pavement Maintenance, Preston Field	4378LI1403		7,500		7,500						7,500		7,500	Ongoing	7,500	
Pavement Maintenance, Overflow Parking Lot	4378LI1602		5,000		5,000						5,000		5,000	Ongoing	5,000	
Pavement Maintenance - Incline Park	4378LI1802		7,500		7,500						7,500		7,500	Ongoing	7,500	
Playground Repairs - Preston - Capital Maintenance	4378RS1601X		7,500		7,500						7,500		7,500	Ongoing		
Parks			95,700		95,700						95,700	11,454	84,246		20,000	
Tennis:																
Pavement Maintenance, Tennis Facility	4588LI1201		5,000		5,000						5,000		5,000	Ongoing	5,000	
Tennis			5,000		5,000						5,000		5,000		5,000	
Recreation Center:																
Pavement Maintenance, Rec ctr Area - Capital Maint	4884LI102X		7,500		7,500						7,500		7,500	Ongoing	7,500	
Paint Interior of Recreation Center	4899BD1305		15,500		15,500						15,500	15,000	500	Completed		
Recreation Center			23,000		23,000						23,000	15,000	8,000		7,500	

🔗 SHORT FORM AGREEMENT 🔗

Between
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
and
TOWN AND COUNTRY FLOORING COMPANY
for
CONSTRUCTION SERVICES

This Agreement is made as of June 9, 2022 between **INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (IVGID)**, hereinafter referred to as "Owner," and **TOWN AND COUNTRY FLOORING COMPANY, an Idaho Corporation**, hereinafter referred to as "Contractor." Owner intends to complete the Project(s) as described in the Contract Documents and as amended from time to time, hereinafter referred to as the "Project."

ARTICLE 1 – PRELIMINARY MATTERS

1.1 Contractor shall perform the following tasks:

Services as described in the Contract Documents included with this Agreement, basically consisting of Schedule A: Child Ski Center Carpet Tile and Schedule B: Snowflake Lodge Carpet Tile.

1.2 All documentation, drawings, reports, and invoices submitted for this project should include IVGID's project number 3499BD1710.

1.3 The Project shall be completed by September 15, 2022.

ARTICLE 2 – CONTRACT DOCUMENTS: INTENT, AMENDING, REFUSE

2.1 This Agreement consists of the following Contract Documents:

- A. This Short Form Agreement, pages 1 through 8, inclusive
- B. Original Request for Proposals
- C. Contractor's Bid submitted on May 6, 2022
- D. By reference herein, Contractor to follow requirements of the Incline Village Ordinances and the *Standard Specification for Public Works Construction* (aka the Orange Book)

2.2 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the project details and technical specifications, and any other related data identified in the Contract Documents.

- B. Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Project.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Project.
- D. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site which may affect cost, progress, or performance of the Project or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.
- E. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Project at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the work, as indicated in the Contract Documents.
- G. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. Contractor has given Owner's representative written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner's representative is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

ARTICLE 3 – INSURANCE REQUIREMENTS

- 3.1 **Commercial Insurance:** Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her agents, representatives, employees, or subcontractors. Contractor shall purchase General Liability, Auto Liability, Workers' Compensation, and Professional Liability Insurance (if applicable) coverage as required.
- 3.2 **General Liability:** Contractor shall purchase General Liability including appropriate Auto Liability with a minimum \$1,000,000 combined single limit per occurrence, 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.

- 3.3 **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.
- 3.4 All certificates shall provide for a minimum written notice of thirty (30) days to be provided to District in the event of material change, termination or non-renewal by either Contractor or carrier.

ARTICLE 4 – CONTRACTOR’S RESPONSIBILITIES

4.1 Equal Employment and Non-Discrimination

In connection with the Services under this Agreement, Contractor agrees to comply with the applicable provisions of State and Federal Equal Opportunity statutes and regulations.

4.2 Licenses

Contractor shall have all appropriate Contractor’s licenses and certifications for the services to be performed.

4.3 Construction Dumpsters

Contractor is to be aware of District’s Ordinance 1, the Solid Waste Ordinance, and pay specific attention to Section 4.5, Dumpster Use, Location and Enclosure. Any construction dumpster on the job site that is not properly enclosed shall be a fully locking roll-top, and is to remain locked and secured at all times.

4.4 Working Hours

Working hours, including equipment “warm up,” shall occur between 8 a.m. and 7 p.m. Monday through Friday. Only emergency work may occur on Saturdays, with prior approval of Owner.

4.5 Changes and Modifications

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made a part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement.

4.6 Contractor’s General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all work will be in accordance with the Contract Documents and will not be defective. Owner’s representative and its Related Entities shall be entitled to rely on representation of Contractor’s warranty and guarantee.

- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. Abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. Normal wear and tear under normal usage.

- C. Contractor's obligation to perform and complete the Project in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the work in accordance with the Contract Documents:
 - 1. Observations by Owner's representative;
 - 2. Recommendation by Owner's representative or payment by Owner of any progress or final payment;
 - 3. The issuance of a certificate of substantial completion by Owner's representative or any payment related thereto by Owner;
 - 4. Use or occupancy of the Project or any part thereof by Owner;
 - 5. Any review and approval of a shop drawing or sample submittal or the issuance of a notice of acceptability by Owner's representative;
 - 6. Any inspection, test, or approval by others; or
 - 7. Any correction of defective work by Owner.

4.7 Correction Period

- A. If within one year after the date of substantial completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by laws and regulations as contemplated in Article 8.5 is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. Repair such defective land or areas; or
 - 2. Correct such defective work; or
 - 3. If the defective work has been rejected by Owner, remove it from the Project and replace it with work that is not defective, and
 - 4. Satisfactorily correct or repair or remove and replace any damage to other work, to the work of others or other land or areas resulting therefrom.

- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective work corrected or repaired or may have the rejected work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including

but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Project, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective work (and damage to other work resulting therefrom) has been corrected or removed and replaced under this Article 4.7, the correction period hereunder with respect to such work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Article 4.7 are in addition to any other obligation or warranty. The provisions of this Article 4.7 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

4.8 Indemnification

- A. Indemnification of Owner by Contractor: To the extent permitted by law, Contractor agrees to indemnify and hold Owner and each of its officers, employees, agents, and representatives harmless from any claims, damage, liability, or costs (including reasonable attorneys' fees and costs of defense) stemming from this project to the extent such claims, damage, liability, or costs are caused by Contractor's negligent acts, errors or omissions or by the negligent acts, errors, or omissions of Contractors, subcontractors, agents, or anyone acting on behalf of or at the direction of Contractor.
- B. Contractor's obligation to hold harmless and indemnify Owner shall include reimbursement to Owner of the loss of personnel productivity, incurred as a result of that defense. Reimbursement for the time spent by Owner's personnel shall be charged to Contractor at the then-current rate charged for such services by the private sector.
- E. Nothing herein shall prevent Owner or Contractor from relying upon any Nevada statute or case law that protects Owner or Contractor with respect to liability or damages. This Provision shall survive the termination, cancellation, or expiration of the Agreement.

ARTICLE 5 – OWNER'S RESPONSIBILITIES

- 5.1 Owner shall do the following in a timely manner so as not to delay the services of Contractor:
 - A. Designate in writing a person to act as Owner's representative with respect to services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Owner's policies and decisions with respect to Contractor's services for the Project.
 - B. Assist Contractor by placing at Contractor's disposal existing data, plans, reports, and other information known to, in possession of, or under control of Owner which are relevant to the execution of Contractor's duties on the PROJECT. Also, provide

all criteria and full information as to Owner's requirements for the Project, including design criteria, objectives, and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

ARTICLE 6 – PAYMENT TO CONTRACTOR AND COMPLETION

6.1 Basis and Amount of Compensation for Basic Services

A. Lump Sum. Owner shall pay Contractor for the Project as follows:

1. A Lump Sum amount of **Twenty-Four Thousand Three Hundred Forty-Five Dollars and Fifty Cents (\$24,345.50)** ("Contract Price").
2. In addition to the Lump Sum amount, reimbursement of the following expenses: None.
3. The portion of the compensation amount billed monthly for Contractor's services will be based upon Contractor's estimate of the percentage of the total services actually completed during the billing period.

6.2 Payment Procedures

A. Submittal and Processing of Payments:

1. Invoices shall be sent to invoices@ivgid.org with a copy to rlr@ivgid.org.
2. Upon final completion and acceptance of the Project, Owner shall pay the Contract Price, as recommended by Owner's representative.

ARTICLE 7 – DISPUTE RESOLUTION

7.1 Arbitration

This Agreement to engage in alternate dispute resolution ("ADR") pursuant to NRS 338.150 and any other Agreement or consent to engage in ADR entered into in accordance herewith as provided in this Article 16 will be specifically enforceable under the prevailing Nevada law in the Second Judicial District Court of the State of Nevada in and for the County of Washoe. Any dispute arising under this contract will be sent to mediation. Any mediation shall occur in Incline Village, Washoe County, Nevada. The mediation shall be conducted through the American Arbitration Association (AAA) and be governed by the AAA's Mediation Procedures.

The mediator is authorized to conduct separate or ex parte meetings and other communications with the parties and/or their representatives, before, during and after any scheduled mediation conference. Such communications may be conducted via telephone, in writing, via email, online, in person or otherwise.

Owner and Contractor are encouraged to exchange all documents pertinent to the relief requested. The mediator may request the exchange of memorandum on all pertinent issues. The mediator does not have the authority to impose a settlement on the parties but such mediator will attempt to help Owner and Contractor reach a satisfactory resolution of their dispute. Subject to the discretion of the mediator, the mediator may make oral or written recommendations for settlement to a party privately, or if the parties agree, to all parties jointly.

Owner and Contractor shall participate in the mediation process in good faith. The mediation process shall be concluded within sixty (60) days of a mediator being assigned.

In the event of a complete settlement of all or some issues in dispute is not achieved within the scheduled mediation session(s), the mediator may continue to communicate with the parties, for a period of time, in an ongoing effort to facilitate a complete settlement. Any settlement agreed upon during mediation shall become binding if within thirty (30) days after the date that any settlement agreement is signed, either the Owner or Contractor fails to object or withdraw from the agreement. If mediation shall be unsuccessful, either Owner or Contractor may then initiate judicial proceedings by filing suit. Owner and Contractor will share the cost of mediation equally unless agreed otherwise.

ARTICLE 8 – MISCELLANEOUS

8.1 Successors and Assigns

- A. The parties hereby bind their respective partners, successors, executors, administrators, legal representatives, and, to the extent permitted by law, their assigns, to the terms, conditions, and covenants of this Agreement.
- B. Neither Owner nor Contractor shall assign, sublet, or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law.
- C. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Contractor from employing such independent professional associates, subcontractors, and Contractors as Contractor may deem appropriate to assist in the performance of Services.
- D. Except as may be expressly stated otherwise in this Agreement, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Owner and Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Contractor and not for the benefit of any other party.

8.2 Severability

In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.

8.3 Waiver

One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

8.4 Extent of Agreement

This Agreement, including all Exhibits, and any and all amendments, modifications, and supplements duly executed by the parties in accordance with this Agreement, govern and supersede any and all inconsistent or contradictory terms, prior oral or written representations or understandings, conditions, or provisions set forth in any purchase orders, requisition, request for proposal, authorization of services, notice to proceed, or other form or document issued by Owner with respect to the Project or Contractor's services.

8.5 Controlling Law

This Agreement is to be governed by and construed in accordance with the Laws of the State of Nevada.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and date of the year first set forth above.

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

CONTRACTOR:
Town and Country Flooring Company
Agreed to:

By: _____
Mike Bandelin
General Manager Diamond Peak Ski Resort

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

Date

Reviewed as to Form:

Joshua Nelson
District General Counsel

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

Date

Date

Owner's address for giving notice:
INCLINE VILLAGE G. I. D.
893 Southwood Boulevard
Incline Village, Nevada 89451
775-832-1177- Ski Resort

Contractor's address for giving notice:
Town and Country Flooring Company
12030 Donner Pass Road #4
Truckee, CA 96161
530-582-4380

↻ SHORT FORM AGREEMENT ↻
Between
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
and
TOWN AND COUNTRY FLOORING COMPANY
for
CONSTRUCTION SERVICES

This Agreement is made as of June 9, 2022 between **INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (IVGID)**, hereinafter referred to as "Owner," and **TOWN AND COUNTRY FLOORING COMPANY, an Idaho Corporation** hereinafter referred to as "Contractor." Owner intends to complete the Project(s) as described in the Contract Documents and as amended from time to time, hereinafter referred to as the "Project."

ARTICLE 1 – PRELIMINARY MATTERS

1.1 Contractor shall perform the following tasks:

Services as described in the Contract Documents included with this Agreement, basically consisting of Schedule A: Ski Lodge Carpet Tile and Schedule B: Stairwell Flooring and Treads at the Diamond Peak Ski Resort main lodge.

1.2 All documentation, drawings, reports, and invoices submitted for this project should include IVGID's project number 3499BD1710.

1.3 The Project shall be completed by September 15, 2022.

ARTICLE 2 – CONTRACT DOCUMENTS: INTENT, AMENDING, REFUSE

2.1 This Agreement consists of the following Contract Documents:

- A. This Short Form Agreement, pages 1 through 8, inclusive
- B. Original Request for Proposals
- C. Contractor's Bid submitted on May 6, 2022
- D. By reference herein, Contractor to follow requirements of the Incline Village Ordinances and the *Standard Specification for Public Works Construction* (aka the Orange Book)

2.2 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the project details and technical specifications, and any other related data identified in the Contract Documents.

- B. Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Project.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Project.
- D. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site which may affect cost, progress, or performance of the Project or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.
- E. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Project at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the work, as indicated in the Contract Documents.
- G. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. Contractor has given Owner's representative written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner's representative is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

ARTICLE 3 – INSURANCE REQUIREMENTS

- 3.1 **Commercial Insurance:** Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her agents, representatives, employees, or subcontractors. Contractor shall purchase General Liability, Auto Liability, Workers' Compensation, and Professional Liability Insurance (if applicable) coverage as required.
- 3.2 **General Liability:** Contractor shall purchase General Liability including appropriate Auto Liability with a minimum \$1,000,000 combined single limit per occurrence, 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.

- 3.3 **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.
- 3.4 All certificates shall provide for a minimum written notice of thirty (30) days to be provided to District in the event of material change, termination or non-renewal by either Contractor or carrier.

ARTICLE 4 – CONTRACTOR’S RESPONSIBILITIES

4.1 Equal Employment and Non-Discrimination

In connection with the Services under this Agreement, Contractor agrees to comply with the applicable provisions of State and Federal Equal Opportunity statutes and regulations.

4.2 Licenses

Contractor shall have all appropriate Contractor’s licenses and certifications for the services to be performed.

4.3 Construction Dumpsters

Contractor is to be aware of District’s Ordinance 1, the Solid Waste Ordinance, and pay specific attention to Section 4.5, Dumpster Use, Location and Enclosure. Any construction dumpster on the job site that is not properly enclosed shall be a fully locking roll-top, and is to remain locked and secured at all times.

4.4 Working Hours

Working hours, including equipment “warm up,” shall occur between 8 a.m. and 7 p.m. Monday through Friday. Only emergency work may occur on Saturdays, with prior approval of Owner.

4.5 Changes and Modifications

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made a part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement.

4.6 Contractor’s General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all work will be in accordance with the Contract Documents and will not be defective. Owner’s representative and its Related Entities shall be entitled to rely on representation of Contractor’s warranty and guarantee.

- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. Abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. Normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Project in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the work in accordance with the Contract Documents:
 - 1. Observations by Owner's representative;
 - 2. Recommendation by Owner's representative or payment by Owner of any progress or final payment;
 - 3. The issuance of a certificate of substantial completion by Owner's representative or any payment related thereto by Owner;
 - 4. Use or occupancy of the Project or any part thereof by Owner;
 - 5. Any review and approval of a shop drawing or sample submittal or the issuance of a notice of acceptability by Owner's representative;
 - 6. Any inspection, test, or approval by others; or
 - 7. Any correction of defective work by Owner.

4.7 Correction Period

- A. If within one year after the date of substantial completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by laws and regulations as contemplated in Article 8.5 is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. Repair such defective land or areas; or
 - 2. Correct such defective work; or
 - 3. If the defective work has been rejected by Owner, remove it from the Project and replace it with work that is not defective, and
 - 4. Satisfactorily correct or repair or remove and replace any damage to other work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective work corrected or repaired or may have the rejected work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including

but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Project, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective work (and damage to other work resulting therefrom) has been corrected or removed and replaced under this Article 4.7, the correction period hereunder with respect to such work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Article 4.7 are in addition to any other obligation or warranty. The provisions of this Article 4.7 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

4.8 Indemnification

- A. Indemnification of Owner by Contractor: To the extent permitted by law, Contractor agrees to indemnify and hold Owner and each of its officers, employees, agents, and representatives harmless from any claims, damage, liability, or costs (including reasonable attorneys' fees and costs of defense) stemming from this project to the extent such claims, damage, liability, or costs are caused by Contractor's negligent acts, errors or omissions or by the negligent acts, errors, or omissions of Contractors, subcontractors, agents, or anyone acting on behalf of or at the direction of Contractor.
- B. Contractor's obligation to hold harmless and indemnify Owner shall include reimbursement to Owner of the loss of personnel productivity, incurred as a result of that defense. Reimbursement for the time spent by Owner's personnel shall be charged to Contractor at the then-current rate charged for such services by the private sector.
- E. Nothing herein shall prevent Owner or Contractor from relying upon any Nevada statute or case law that protects Owner or Contractor with respect to liability or damages. This Provision shall survive the termination, cancellation, or expiration of the Agreement.

ARTICLE 5 – OWNER'S RESPONSIBILITIES

- 5.1 Owner shall do the following in a timely manner so as not to delay the services of Contractor:
 - A. Designate in writing a person to act as Owner's representative with respect to services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Owner's policies and decisions with respect to Contractor's services for the Project.
 - B. Assist Contractor by placing at Contractor's disposal existing data, plans, reports, and other information known to, in possession of, or under control of Owner which are relevant to the execution of Contractor's duties on the PROJECT. Also, provide

all criteria and full information as to Owner's requirements for the Project, including design criteria, objectives, and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

ARTICLE 6 – PAYMENT TO CONTRACTOR AND COMPLETION

6.1 Basis and Amount of Compensation for Basic Services

A. Lump Sum. Owner shall pay Contractor for the Project as follows:

1. A Lump Sum amount of **Forty-Six Thousand Eight Hundred Sixty-One Dollars and Fifty-Five Cents (\$46,861.55)** ("Contract Price").
2. In addition to the Lump Sum amount, reimbursement of the following expenses: None.
3. The portion of the compensation amount billed monthly for Contractor's services will be based upon Contractor's estimate of the percentage of the total services actually completed during the billing period.

6.2 Payment Procedures

A. Submittal and Processing of Payments:

1. Invoices shall be sent to invoices@ivgid.org with a copy to rlr@ivgid.org.
2. Upon final completion and acceptance of the Project, Owner shall pay the Contract Price, as recommended by Owner's representative.

ARTICLE 7 – DISPUTE RESOLUTION

7.1 Arbitration

This Agreement to engage in alternate dispute resolution ("ADR") pursuant to NRS 338.150 and any other Agreement or consent to engage in ADR entered into in accordance herewith as provided in this Article 16 will be specifically enforceable under the prevailing Nevada law in the Second Judicial District Court of the State of Nevada in and for the County of Washoe. Any dispute arising under this contract will be sent to mediation. Any mediation shall occur in Incline Village, Washoe County, Nevada. The mediation shall be conducted through the American Arbitration Association (AAA) and be governed by the AAA's Mediation Procedures.

The mediator is authorized to conduct separate or ex parte meetings and other communications with the parties and/or their representatives, before, during and after any scheduled mediation conference. Such communications may be conducted via telephone, in writing, via email, online, in person or otherwise.

Owner and Contractor are encouraged to exchange all documents pertinent to the relief requested. The mediator may request the exchange of memorandum on all pertinent issues. The mediator does not have the authority to impose a settlement on the parties but such mediator will attempt to help Owner and Contractor reach a satisfactory resolution of their dispute. Subject to the discretion of the mediator, the mediator may make oral or written recommendations for settlement to a party privately, or if the parties agree, to all parties jointly.

Owner and Contractor shall participate in the mediation process in good faith. The mediation process shall be concluded within sixty (60) days of a mediator being assigned.

In the event of a complete settlement of all or some issues in dispute is not achieved within the scheduled mediation session(s), the mediator may continue to communicate with the parties, for a period of time, in an ongoing effort to facilitate a complete settlement. Any settlement agreed upon during mediation shall become binding if within thirty (30) days after the date that any settlement agreement is signed, either the Owner or Contractor fails to object or withdraw from the agreement. If mediation shall be unsuccessful, either Owner or Contractor may then initiate judicial proceedings by filing suit. Owner and Contractor will share the cost of mediation equally unless agreed otherwise.

ARTICLE 8 – MISCELLANEOUS

8.1 Successors and Assigns

- A. The parties hereby bind their respective partners, successors, executors, administrators, legal representatives, and, to the extent permitted by law, their assigns, to the terms, conditions, and covenants of this Agreement.
- B. Neither Owner nor Contractor shall assign, sublet, or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law.
- C. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Contractor from employing such independent professional associates, subcontractors, and Contractors as Contractor may deem appropriate to assist in the performance of Services.
- D. Except as may be expressly stated otherwise in this Agreement, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Owner and Contractor, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Contractor and not for the benefit of any other party.

8.2 Severability

In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.

8.3 Waiver

One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

8.4 Extent of Agreement

This Agreement, including all Exhibits, and any and all amendments, modifications, and supplements duly executed by the parties in accordance with this Agreement, govern and supersede any and all inconsistent or contradictory terms, prior oral or written representations or understandings, conditions, or provisions set forth in any purchase orders, requisition, request for proposal, authorization of services, notice to proceed, or other form or document issued by Owner with respect to the Project or Contractor's services.

8.5 Controlling Law

This Agreement is to be governed by and construed in accordance with the Laws of the State of Nevada.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and date of the year first set forth above.

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

CONTRACTOR:
Town and Country Flooring Company
Agreed to:

By: _____
Mike Bandelin
General Manager Diamond Peak Ski Resort

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

Date

Reviewed as to Form:

Joshua Nelson
District General Counsel

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

Date

Date

Owner's address for giving notice:
INCLINE VILLAGE G. I. D.
893 Southwood Boulevard
Incline Village, Nevada 89451
775-832-1177- Ski Resort

Contractor's address for giving notice:
Town and Country Flooring
12030 Donner Pass Road #4
Truckee, CA 96161
530-582-4380

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winqest
District General Manager

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

Madonna Dunbar
Resource Conservationist

SUBJECT: Review, discuss and possibly authorize a Memorandum of Understanding for the Clean Tahoe Multi-Jurisdictional Program and review, discuss and possibly approve Amendment 1 with Clean Tahoe, to continue the “Clean Tahoe Multi-Jurisdictional Program” for FY 2022-23

STRATEGIC

PLAN REFERENCE(S): Long Range Principle 1 – Resources and Environment

DATE: June 8, 2022

I. RECOMMENDATION

That the Board of Trustees makes a motion to authorize an updated Memorandum of Understanding (MOU) for the Clean Tahoe Multi-Jurisdictional Program with participating agencies, and authorize staff to execute Amendment 1 in the amount of \$40,000 with Clean Tahoe Program, to continue the “Clean Tahoe Multi-Jurisdictional Program” for Fiscal Year 2022-23.

Authorize Staff to execute the MOU and Amendment 1 after review by the District’s Legal Counsel as to form.

II. DISTRICT LONG RANGE PRINCIPLES

Long Range Principle #1 – Resources and Environment – The District will initiate and maintain effective practices for environmental sustainability for a healthy environment, a strong community and a lasting legacy.

- Review and upgrade District policies and practices to encourage or require waste reduction, recycling and environmental preferred purchasing.
- Develop sustainability measures, goals, and metrics to create and or maintain a sustainable District.
- Provide the community with environmental education and technical services on watershed protection, water conservation, pollution prevention, recycling and waste reduction.

II. BACKGROUND

In FY 2021-22, IVGID contracted with Clean Tahoe for field services for Public Works solid waste compliance. The scope of work was specific to IVGID's solid waste field response and enforcement duties for Solid Waste Ordinance 1 violations. The current contract expires June 30, 2022.

IVGID Public Works staff is satisfied with the work conducted under the existing contract; and recommends issuing the updated MOU for FY 2022-23 rates (Attachment 1) and approve Amendment 1 to renew the contract for an additional 1-year term of 500 service hours, billed at \$80/hour (Attachment 2) to total \$40,000.

IVGID's service scope has been specifically tailored for duties conducted by the former Solid Waste Technician, and includes office support for 'one stop field call,' multiple customer contacts, violation documentation, site cleanup, 3 site visits per client and initial paperwork processing. Details are included in the original Professional Services Agreement.

IVGID Public Works staff has received all deliverables required under the original contract's scope of work. The work conducted by Clean Tahoe has allowed for responsive action regarding reported trash spills; has provided extensive information on route conditions, equipment conditions and provided quick response to reported spills; provided site cleanups, customer service response and site documentation. Administrative tasks have been conducted professionally and in a timely manner. Required documentation of activities and actions has been provided. The contractor is maintaining excellent customer service with both IVGID and the public, allowing for continued successful enforcement of the District's Ordinance 1.

Other regional jurisdictions are renewing separate scopes as a partnership to address litter abatement, illegal dumping and other regional trash concerns under the Clean Tahoe Multi-Jurisdictional Program, which has an overall annual partner budget estimated at \$350,000.

The proposed inter-agency MOU and Amendment 1 are included with this memo as Attachments 1 and 2, respectively.

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

III. BID RESULTS

Not applicable.

IV. FINANCIAL IMPACT AND BUDGET

It is anticipated that the work to be performed for IVGID will amount to approximately 500 hours for the next fiscal year (an average of nearly 10 hours/week) of on-call response at \$80/hour (inclusive of all Staff and equipment needs), for a total of \$40,000.

\$40,000 is proposed within the FY 22-23 Operating Budget for 200-27-380-7330, Public Works Solid Waste Contractual Services.

V. ALTERNATIVES

Not approve the MOU and continuation of this work, which will result in not achieving Public Works' enforcement and outreach goals within the community.

VI. BUSINESS IMPACT

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

Attachments

- Proposed MOU
- Proposed Amendment 1

CLEAN TAHOE MULTI-JURISDICTIONAL PROGRAM
MEMORANDUM OF UNDERSTANDING
FY 2022-2023

This memorandum of understanding commemorates the various agreements and commitments between the following parties in support of the Clean Tahoe Multi-Jurisdictional Program:

- Clean Tahoe Program (“Clean Tahoe”), a California nonprofit corporation;
- Placer County (“Placer”), a political subdivision of the State of California;
- Town of Truckee (“Truckee”), a political subdivision of the State of California;
- Incline Village General Improvement District (“IVGID”), a political subdivision of the State of Nevada;
- Washoe County (“Washoe”), a political subdivision of the State of Nevada; and
- Nevada Department of Transportation (“NDOT”) an agency of the State of Nevada.
- California State Parks (“Parks”), an agency of the State of California.
- California Tahoe Conservancy (“CTC”), an agency of the State of California.

Placer, Truckee, IVGID, Washoe, NDOT, Parks, and CTC are collectively referred to herein as the “Funding Partners.” Clean Tahoe and Funding Partners are collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, Clean Tahoe is a nonprofit corporation, whose mission includes fostering public-private partnerships and resources for supporting litter and garbage management services in the Lake Tahoe Basin and surrounding areas; and

WHEREAS, all Funding Partners wish to enhance litter and garbage abatement and reduce the negative effects of such litter and garbage in their respective communities; and

WHEREAS, all Funding Partners recognize the advantage of a joint and coordinated effort to address litter and garbage abatement (“Pilot”) and recognize Clean Tahoe’s success in providing these services in the South Lake Tahoe area; and

WHEREAS, each Funding Partner has a separate Agreement with Clean Tahoe for litter abatement and garbage services related to the Pilot, each with specific services, terms, conditions, and compensation schedule; and

WHEREAS, this Memorandum of Understanding (“MOU”) summarizes the various commitments of the Funding Partners and is not meant as a standalone agreement related to those services and funding (each, a “Funding Partner Agreement”) but rather as a commitment to the coordinated program and summary of the Funding Partners’ individual commitments. As such, the Funding Partners may make changes to their service levels and funding amounts in their respective jurisdictions without the need to

amend this MOU. Any changes to a Funding Partner Agreement will need to be mutually agreed upon between the Funding Partner executing such Funding Partner Agreement and Clean Tahoe.

WHEREAS, upon the dissolution or winding up of the Pilot, any nonprofit or charitable assets, if any, shall first be distributed to Clean Tahoe. The assets remaining after payment or provision of payment of all debts and liabilities of the program, shall be distributed to Placer County, Nevada Department of Transportation, Washoe County, Incline Village Improvement District, and Town of Truckee, on a pro rata basis to the extent each entity has contributed to said program.

CLEAN TAHOE MULTI-JURISDICTIONAL PROGRAM

I. PLACER COUNTY

Placer has previously agreed to provide funding in the amount of **\$150,000** for FY 2022-23 payable and due to Clean Tahoe as follows:

Date due:	7/1/22	9/1/22	12/1/22	3/1/23
Amount:	\$37,500	\$37,500	\$37,500	\$37,500

II. TOWN OF TRUCKEE

The Town of Truckee has previously agreed to provide Truckee funds in the amount of **\$40,000** for FY 2022-23 payable and due to Clean Tahoe as follows:

Date due:	7/1/22	9/1/22	12/1/22	3/1/23
Amount:	\$10,000	\$10,000	\$10,000	\$10,000

III. INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

IVGID has previously agreed to provide IVGID funds in the amount of **\$40,000** for FY 2022-23 payable and due to Clean Tahoe as follows:

Date due:	7/1/22	9/1/22	12/1/22	3/1/23
Amount:	\$10,000	\$10,000	\$10,000	\$10,000

IV. WASHOE COUNTY

Washoe County has previously agreed to provide Washoe funds in the amount of **\$45,000** for FY 2022-23 payable and due to Clean Tahoe as follows:

Date due:	7/1/22	9/1/22	12/1/22	3/1/23
Amount:	\$11,250	\$11,250	\$11,250	\$11,250

V. NEVADA DEPARTMENT OF TRANSPORTATION

NDOT has previously agreed to provide NDOT funds in the amount of \$1,000 for FY 2022-23 payable and due to Clean Tahoe as follows:

Date due:	7/1/22	9/1/22	12/1/22	3/1/23
Amount:	\$25,000	\$25,000	\$25,000	\$25,000

In recognition of this joint commitment, the Parties to this Agreement sign below.

[NAME]
On behalf of the Clean Tahoe Program

Date

[NAME]
On behalf of the County of Placer

Date

[NAME]
On behalf of the Town of Truckee

Date

Indra Winquest, District General Manager
On behalf of the Incline Village General Improvement District

Date

[NAME]
On behalf of the County of Washoe

Date

[NAME]
On behalf of the Nevada Department of Transportation

Date

**AMENDMENT NO. 1
TO SHORT FORM AGREEMENT DATED MAY 13, 2021
BETWEEN
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
AND
CLEAN TAHOE, INC.**

This Amendment No. 1 to the Short Form Agreement dated May 13, 2021 (“Amendment”) is made and entered into as of **date** by and between the Incline Village General Improvement District (“District”) and Clean Tahoe, Inc., a California corporation (“Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

Recitals

- A. **Original Agreement.** On May 13, 2021, the Parties have entered into a Short Form Agreement for contract field enforcement of IVGID’s Solid Waste Ordinance 1 (“Original Agreement”), which is incorporated herein by reference as if fully set forth herein, for the purpose of District retaining Consultant to provide the Services set forth therein.
- B. **Amendment Purpose.** District and Consultant wish to amend the Original Agreement to extend the Original Agreement’s Period of Service for an additional year.

Amendment

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

- 1. **Definitions.** All capitalized terms used in this Amendment not defined in this Amendment shall have the same meaning as set forth in the Original Agreement if defined in the Original Agreement.
- 2. **Compensation:** Amount of Compensation for this Amendment will be Forty Thousand Dollars (\$40,000), to be billed in quarterly payments of \$10,000 each; with payment to Contractor per Article 4 of the Original Agreement.
- 3. **Continuing Effect of Agreement.** All provisions of the Original Agreement otherwise remain in full force and effect and are reaffirmed. From and after the date of this Amendment, whenever the term “Agreement” appears in the Original Agreement, it shall mean the Original Agreement as amended by this Amendment.
- 4. **Adequate Consideration.** The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.
- 5. **Severability.** If any portion of this Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

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

By: _____
Indra Winqest
District General Manager

Date

Reviewed as to Form:

Joshua Nelson
District General Counsel

Date

**CONTRACTOR:
CLEAN TAHOE, INC.
Agreed to:**

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

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

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winqest
District General Manager

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

SUBJECT: Approval of Appraisal for Sale of 6,860 Square Feet Potential Class 6 Land Coverage for the Tahoe Forest Hospital District and execute sale of this coverage out of the Nevada State Division of Lands Bank

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

DATE: June 8, 2022

I. RECOMMENDATION

That the Board of Trustees makes a motion to accept the appraisal of 6,860 square feet of potential Class 6 for \$102,500 as prepared by Johnson Valuation Group, LLC. dated June 1, 2022, and authorize Staff to execute the Land Coverage sales transaction out of the Nevada State Division of Lands Bank to Tahoe Forest Hospital District for use on their facility.

II. DISTRICT STRATEGIC PLAN

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

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

III. BACKGROUND

On June 9, 2021, the Board of Trustees entered into Amendment #1 of the Interlocal Contract with the Nevada Division of State Lands (NDSL) for the operation of the Nevada Land Bank and the execution of the sale and transfer of excess land coverage. The Contract Amendment stipulates that all coverage sales will be split 50/50 between coverage owned by NDSL and coverage owned by

IVGID and there will be an administrative fee paid to NDSL of one dollar per square foot of coverage sold.

According to the Policies and Procedures for the Management, Sale and Transfer of Coverage Owned by IVGID (*Agreement reference IV. Procedures, D.1.b.*), transactions involving coverage amounts of 5,000 square feet or more shall be contingent on approval of the Board of Trustees and the selling price shall be established by IVGID either based upon an appraisal or as otherwise determined by IVGID. The cost of the appraisal shall be paid by IVGID and reimbursed by the buyer at the close of escrow for the transaction.

IVGID currently has approximately 17,000 square feet of Class 4 and 6 coverage available for sale in the Nevada Land Bank. IVGID currently has coverage available to supply one half of the requested coverage transaction. There are three IVGID Championship Golf properties that have contributed to the available IVGID balance in the Land Bank. Johnson Valuation Group LLC. completed the appraisal for a value of \$102,500.

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

IV. BID RESULTS

This item is not subject to competitive bidding within the meaning of Nevada Revised Statute 332.115.

V. FINANCIAL IMPACT AND BUDGET

The District will receive \$44,390 (50% of the sale price less \$1/sq. ft. management fee to NDSL). IVGID will also be reimbursed for the cost of the appraisal (\$3,000).

VI. ALTERNATIVES

Not approve the appraisal or approve alternate amount.

VII. BUSINESS IMPACT

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

Attachments:
Appraisal



AN APPRAISAL
OF
6,860 SQUARE FEET CLASS 6
POTENTIAL LAND COVERAGE

LOCATED WITHIN THE
INCLINE HYDROLOGIC AREA
INCLINE VILLAGE,
WASHOE COUNTY, NEVADA

OWNED BY AND APPRAISED FOR
INCLINE VILLAGE GENERAL
IMPROVEMENT DISTRICT



June 1, 2022

Via E-Mail: Ronnie_Rector@ivgid.org

Ms. Ronnie Rector
Public Works Contracts Administrator
Incline Village General Improvement District
1220 Sweetwater Road, Incline Village NV 89451

RE: *An Appraisal of 6,860 square feet of Class 6 Potential Land Coverage within the Incline Hydrologic Area*

Dear Ms. Rector

This letter is in response to your request for an appraisal of 6,860 square feet of Class 6 Potential Land Coverage located within the Incline Hydrologic Area. The subject's land coverage is reportedly under the ownership of the Incline Village General Improvement District.

It is my understanding the Nevada Division of State Lands (NDSL) NV Land Bank received an application from Brennan Dubil, JK Architecture Engineering, on behalf of the Tahoe Forest Hospital District (TFHD), to purchase 6,860 square feet of Class 6 Potential Land Coverage. Because the amount of land coverage is above 4,999 square feet, NDSL is requesting for Incline Village General Improvement District (IVGID) to have the 6,860 square feet appraised.

This report sets forth pertinent data, statistics and other information considered necessary to establish the Market Value of the subject's land coverage. Pursuant to the instruction of NDSL, comparable pricing utilized in this report is from the open competitive markets and does not include IVFID or NV/CA Land Bank pricing.

The intended use of this report is to assist IVGID in establishing a sale price for land coverage that will potentially be sold to the Tahoe Forest Hospital District. The intended users are representatives of the Incline Village General Improvement District and representatives of the Nevada Division of State Lands. Any other use of this appraisal report requires the prior written authorization of Johnson Valuation Group, LTD.

As ownership of intangible development rights in the Tahoe Basin is not typically recorded and vested like real property, it is not possible to verify sales data to the same extent as is typical for real property in the subject market area. The undersigned has relied on summaries of sales transactions from parties involved in the transactions. As purchase contracts are generally considered to be confidential, it is not possible in many cases to formally verify the sales information that was reported to the undersigned as summarized herein. The undersigned has used diligence to verify the market data presented herein to the extent reasonably possible.

This is an appraisal report that is intended to comply with the current *Uniform Standards of Professional Appraisal Practice* as adopted by the Appraisal Standards Board of the Appraisal Foundation. We attest that we have the knowledge and the expertise necessary to complete this appraisal assignment, and that we have appraised this type of property many times in the past. No one other than the undersigned has prepared the analysis, conclusions, and opinions concerning real estate that are set forth in this report.



After careful consideration of all available data, it is our opinion that the Market Value of the subject's land coverage, as of May 27, 2022, is as follows:

ONE HUNDRED TWO THOUSAND AND FIVE HUNDRED DOLLARS
(\$102,500)

Respectfully Submitted,

Benjamin Q. Johnson

Benjamin Q. Johnson, MAI
Nevada Certified General Appraiser
License #A.0205542-CG



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SUMMARY OF SALIENT FACTS AND IMPORTANT CONCLUSIONS

Property Name	Incline Village General Improvement District Class 6 Potential Land Coverage
Location	Incline Hydrologic Area 1
Owner of Record	Incline Village General Improvement District (IVGID)
Development Rights	6,860 square feet of Class 6 Potential Land Coverage
Land Area	Not Applicable
Improvements	Not Applicable
Intended Use of Appraisal	Potential Sale to Tahoe Forest Hospital District
Intended Users	Representatives of IVGID and NDSL
Highest and Best Use	Sale to owners of receiving parcels
Interest Appraised	Fee Simple
Date of Valuation	May 27, 2022
Date of Completion of Report	June 1, 2022

MARKET VALUE CONCLUSION
(6,860 square feet of Class 6 Potential Land Coverage)

\$102,500

PURPOSE OF APPRAISAL

This appraisal report was prepared for the purpose of estimating the Market Value of 6,860 square feet of Class 6 Potential Land Coverage.

INTENDED USE AND USER OF APPRAISAL

The intended use of this appraisal is to assist IVGID in setting a sale price for land coverage that will potentially be sold to the Tahoe Forest Hospital District. The Intended User of this Appraisal is IVGID and Nevada State Lands, who is the administrative agent for IVGID's land coverage rights.

CLIENT

The Client of this assignment is IVGID.

INSPECTION

As the subject of this appraisal involves intangible development rights, it was not possible to physically inspect the subject property of this appraisal.

TYPE OF REPORT AND SCOPE OF APPRAISAL

This is a narrative appraisal prepared in an Appraisal Report. This report is intended to comply with the requirements of the *Uniform Standards of Professional Appraisal Practice* as promulgated by the Appraisal Standards Board of the Appraisal Foundation.

Preparation of the following report included:

- Research into the different capability classes of land coverage and their legal transferability to receiving parcels;
- Research into potential, hard, and soft coverage and their legal transferability to receiving parcels;
- Completion of a Highest and Best Use Analysis;



- Research and verification (to the extent possible) of market sales of development rights;
- Completion of a comparable sales analysis for the subject land coverage¹;
 - Research into land coverage sales within the Incline Hydrologic Area #1;
 - Analysis of land coverage sales within the Incline Hydrologic Area # 1;
 - Interviews with Realtors, brokers, property owners, land planners, and developers that are involved with land coverage transfers within the Incline Hydrologic Area 1;
 - Verification of land coverage sales data;
 - Completion of a Sales Comparison Approach;
- Completion of an Income Approach by a Discounted Cash Flow Analysis; and
- Preparation of an Appraisal Report.

MARKET VALUE DEFINED

“Value” means the most probable price which a property would bring in a competitive and open market under the conditions requisite of a fair sale, without the price being affected by undue stimulus, whereby the sale is consummated on a specified date and the title to the property is passed from the seller to the buyer under the following conditions:

- (1) The buyer and seller are acting prudently and knowledgeable;
- (2) The buyer and seller are typically motivated;
- (3) The buyer and seller are well informed or well advised and acting in what they consider their own best interests;
- (4) A reasonable time is allowed to expose the property for sale on the open market;
- (5) Payment is made with United States dollars in cash or pursuant to another financial arrangement comparable thereto; and
- (6) The sale price represents the normal consideration for the property and is unaffected by special or creative financing or sales concessions granted by any person associated with the sale.”

(Source: Nevada Revised Statutes, Sec. 37.009)

¹ All three approaches to value were considered in this analysis, this includes the Cost Approach, the Income Approach and the Sales Comparison Approach. As the subject property involves intangible development rights, neither the Cost or Income Approaches are appropriate to be utilized to estimate value conclusions. The Sales Comparison Approach is the method utilized by the market to establish value for intangible development rights in the Tahoe Basin and has been utilized herein.

DATE OF INSPECTION

As the subject of this appraisal involves land coverage, which is an intangible development right, the date of inspection is not applicable.

DATE OF REPORT

This report was completed on June 1, 2022.

DATE OF VALUATION

This appraisal addresses the Market Value of the subject as of May 27, 2022.

PROPERTY RIGHTS APPRAISED

The estimates of value set forth in this appraisal reflect the undersigned's opinion as to the Market Value of the 100% fee simple interest in the subject property, subject to typical encumbrances such as mortgages, easements and zoning ordinances.

PROPERTY OWNERSHIP

It is my understanding, based on representation of the client, that the Potential Class 6 Land Coverage is owned by IVGID and is located in Hydrologic Area 1 as of the relevant date of valuation. This report involves intangible development rights. Vesting of these rights are typically not recorded by the County and the undersigned did review verification information related to sales, to the extent available, as part of this assignment.

SALE AND LISTING HISTORY

To the best of the knowledge of the undersigned, the intangible development rights that are subject of this appraisal have been owned by IVGID for greater than the last three years and have not been offered for sale on the open market in the last 12 months. The client has indicated to the undersigned that they have not received any written offers on all, or any portion, of the subject development rights within the last 12 months.

LAND COVERAGE MARKET AND REGULATORY HISTORY

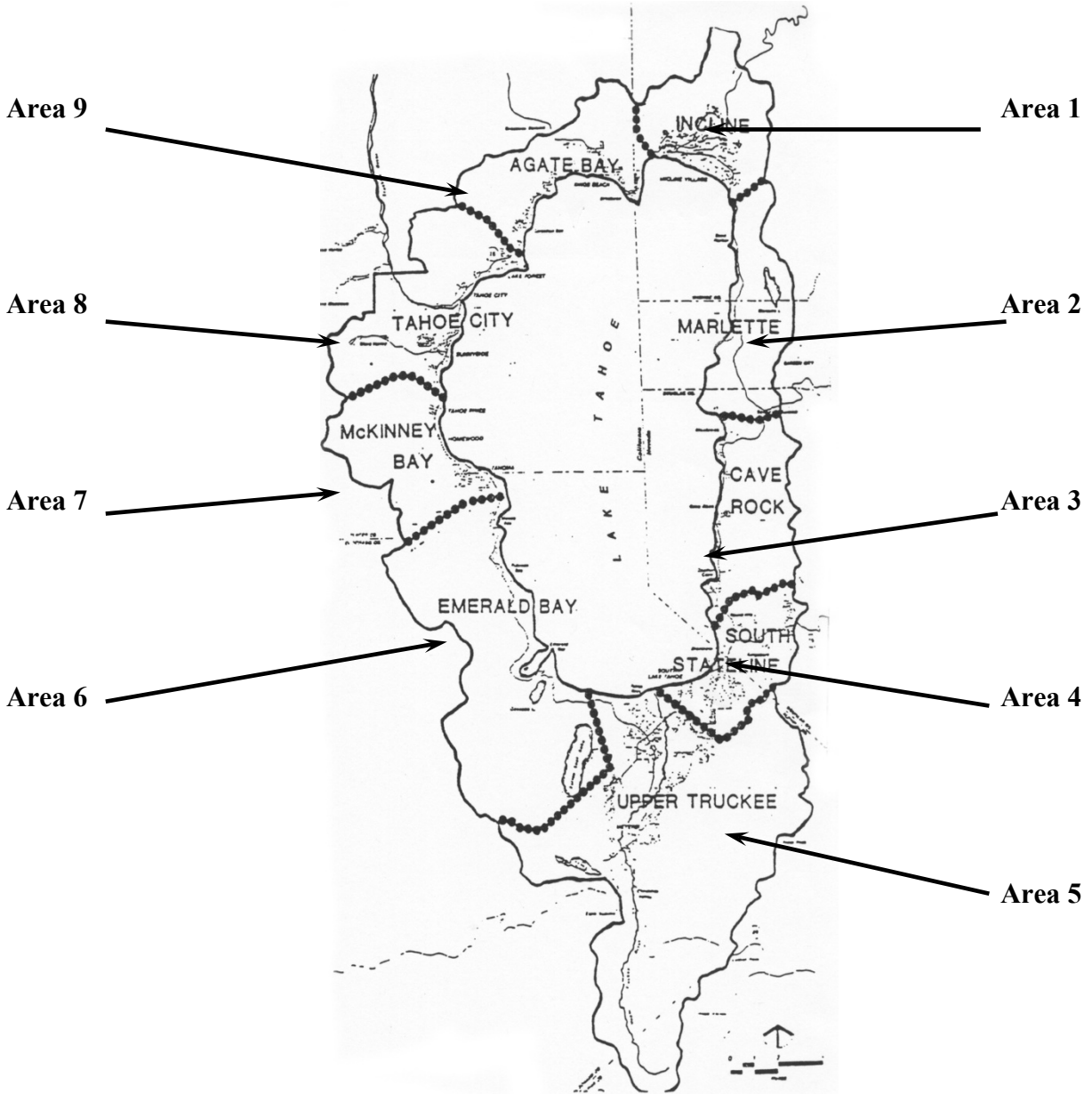
The amount of impervious ground coverage, called land coverage, allowed within the Lake Tahoe Basin is strictly regulated. Land coverage is defined by the TRPA as “a man-made structure, improvement or covering, either created before February 10, 1972 or created after February 10, 1972 pursuant to either TRPA Ordinance No. 4, as amended, or other TRPA approval, that prevents normal precipitation from directly reaching the surface of the land underlying the structure, improvement or covering. Such structures, improvements and coverings include but are not limited to roofs, decks, surfaces that are paved with asphalt, concrete or stone, roads, streets, sidewalks, driveways, parking lots, tennis courts, and patios. A structure, improvement or covering shall not be considered as land coverage if it permits at least 75 percent of normal precipitation directly to reach the ground and permits growth of vegetation on the approved species list.”

The maximum amount of land coverage allowed on a parcel is determined by the TRPA. Land coverage is a marketable development right that can be sold within the Lake Tahoe Basin under a complex set of rules and regulations.

The Tahoe Regional Planning Agency has divided the Lake Tahoe Basin into nine hydrologic areas. Hydrologic areas 1, 2, and 3 (identified as Incline, Marlette, and Cave Rock, respectively) are located entirely in the Nevada portion of the Lake Tahoe Basin. Hydrologic areas 5, 6, 7, and 8 (Upper Truckee, Emerald Bay, McKinney Bay, and Tahoe City, respectively) are located entirely within the California portion of the Lake Tahoe Basin. Hydrologic areas 4 and 9, identified as South Stateline and Agate Bay, are located in both the California and Nevada portions of the Lake Tahoe Basin. Land Coverage can only be transferred within its hydrologic area of origin (with the exception of 1B land coverage, which can be transferred anywhere in the Tahoe Basin). A map depicting the location of the various hydrologic areas is set forth on the following page.



TAHOE REGIONAL PLANNING AGENCY HYDROLOGIC AREAS



In the State of California, the California Tahoe Conservancy established a land bank in 1988. The California Tahoe Conservancy receives funds generated by the TRPA's Excess Land Coverage Mitigation Program and uses the fees to acquire and retire land coverage in the hydrologic areas located in the California portion of the Lake Tahoe Basin. In 1993, the State of Nevada established a land bank similar to the one operated by the California Tahoe Conservancy in order to acquire and retire land coverage in accordance with the TRPA's Excess Land Coverage Mitigation Program in the hydrologic areas located in the Nevada portion of the Lake Tahoe Basin. In 2003, the Incline Village General Improvement District established a land bank to serve the Incline Hydrologic Area. This land bank is administered by the State of Nevada, Division of State Lands. Also, in 2004, Douglas County established a land bank that is administered by the Douglas County Planning Department. This land bank brings buyers and sellers together in order to facilitate land coverage transfers. However, this land bank does not buy or sell land coverage.

There are three classifications of land coverage. "Hard Coverage" involves land coverage which is physically on the ground and is non permeable to surface runoff. "Potential" land coverage is land coverage which is available to be installed, based upon the IPES system or the Bailey system, but which has not been placed on the ground. "Soft" land coverage involves coverage which is installed, but which is not a completely impervious surface. An example of soft land coverage is a dirt walkway or driveway which is compacted, but not covered with pavement.

The subject property of this appraisal includes 6,860 square feet of Class 6 Potential Land Coverage in the Incline Hydrologic Area.

HIGHEST AND BEST USE ANALYSIS

Highest and best use is defined as the most reasonable and probable use that supports the highest present value of the vacant land and/or improved property, as defined, as of the effective date of valuation. Implicit in this definition is that the highest and best use must be physically possible, legally permissible, economically feasible and maximally productive.

Physically Possible

The subject involves land coverage, which is an intangible development right within the Tahoe Basin. Its physical possibilities, therefore, are not applicable in the analysis of Highest and Best Use.

Legally Permissible

The legally permissible uses of land coverage are determined by the TRPA land coverage ordinances. The land coverage that is the subject of this appraisal involves 6,860 square feet of Potential Class 6 Land Coverage. Potential Land Coverage involves that coverage that is available for use on a parcel, but which has never been installed. That is, Potential Land Coverage emanates from either undeveloped parcels or parcels that have not been developed to their maximum land capability (e.g., a parcel that is 20% covered, but the allowable coverage is 30%).

Hard Land Coverage emanates from developed parcels. In order to sell Hard Land Coverage, the site upon which it originates must be retired and restored to its natural state. Commercial property owners may only purchase Hard Land Coverage to develop their property. That is, Potential Land Coverage may not be utilized on commercial land. Additionally, Potential Land Coverage may not be transferred outside of the hydrologic zone in which it originates. Conversely, certain types of Hard Land Coverage may be transferable from one hydrologic zone to another.

TRPA ordinances also indicate that land coverage can only be transferred to the same or higher soil capability level. Land coverage cannot be transferred from a higher soil capability level to a lower soil capability level. Accordingly, soil Class 1a Potential Land Coverage can be transferred to a residential or public service project located in soil capability levels 1a through 7. On the other hand, Class 6 Potential Land Coverage can only be transferred to parcels in soil capability levels 6 and 7. In summary, Class 1a Potential Land Coverage has a broader market of buyers than does Class 6 Potential Land Coverage. A broader market typically results in higher sale prices.

Soft Land Coverage involves compacted dirt. It may be transferred to residential receiving parcels if it was installed prior to the 1972 TRPA land coverage ordinances. Soft Land Coverage may not be transferred to commercial or tourist accommodation parcels.

In conclusion, as the subject involves Class 6 Potential Land Coverage, it is legally permissible to transfer to receiving residential parcels of equal or higher land capability.

Economic Feasibility

Although there are costs associated with transferring Potential Land Coverage, as it involves retiring and restoring the sending parcels, the sale prices are high enough to generate a profit. Accordingly, the transfer of land coverage is economically feasible. Therefore, land coverage has two potential legal and economic uses. The owner can use it to develop their site, or it can be sold in the open market.

Maximally Productive

The maximally productive use depends on the needs of the owner. In our opinion, the maximally productive use, and therefore the highest and best use of the subject's potential land coverage, is for sale in the open market to an end user or speculator.



INTRODUCTION TO VALUATION ANALYSIS

In order to estimate the value of 6,860 square feet of Class 6 Potential Land Coverage, we will review and analyze land coverage sales within the Incline Hydrologic Area. Based on the sales and discussions with buyers and sellers of land coverage within the marketplace, we will conclude on a value by the Sales Comparison Approach.

A second method we will use is the Discounted Cash Flow Analysis, whereby the projected income that can be achieved by selling smaller increments of the subject's land coverage over several years is discounted at an appropriate rate of return to derive the present value of the subject's 6,860 square feet of Potential Land Coverage as if sold in one bulk sale transaction.

Based on the value indications from the Sales Comparison Approach and the Discounted Cash Flow Analysis, we will conclude on a final value of the subject's 6,860 square feet of Class 6 Potential Land Coverage

SALES COMPARISON APPROACH

In order to conduct the Sales Comparison Approach, we have interviewed a number of knowledgeable individuals in the market area that have either purchased, sold, or facilitated the transfer of land coverage within the Incline Hydrologic Area. Persons interviewed include Mr. Nick Exline of Exline and Company, Mr. Kevin Agan of Agan Consulting, Mr. Randy Lane, Ms. Zoe Avery of Incline Property Management, Ms. Amy Cecchettini of California Tahoe Conservancy, Mr. Kenneth Kasman of TRPA, and Ms. Sherri Barker of the Nevada Division of State Lands.

In order to understand the depth of the market for Potential Land Coverage, I spoke with Kenneth Kasman, the Research and Analysis Division Manager for Tahoe Regional Planning Agency (TRPA). Mr. Kasman provided a summary of all high capability land coverage transfer applications that have been processed by TRPA from 2016 to current for the subject's hydrological basin. Based on this information, each transaction was researched. The data is presented as follows:

File or Case #	Year	Development Right	Sending Parcel	Type	Receiving Parcel	Quantity	Status	Comments
TRAN2016-0297	2016	Coverage (potential)	124-061-04	Bailey 4	131-014-03	1,572	Approved	
TRAN2018-0568	2018	Coverage (hard)	127-030-39	Bailey 6	127-040-07	511	Approved	Lake Tahoe School to IVGID for Incline Park
ERSP2018-1321-01	2018	Coverage (potential)	131-100-01	Bailey 6	130-163-27	1,920	Draft	NDSL is doing this transfer on behalf of IVGID.
TRAN2019-0408	2019	Coverage (hard)	122-052-08	Bailey 4	130-163-27	2,860	Approved	
TRAN2019-0015	2019	Coverage (hard)	124-071-52	Bailey 6	132-012-05	175	Approved	Transfer Between Two Wahoe County School District Parcels
ERSP2021-0090	2021	Coverage (potential)	131-100-01	Bailey 4	125-502-05	59	Approved	Transfer price not provided. Nevada Division of State Lands is processing this transfer on behalf of IVGID.
ERSP2021-0656	2021	Coverage (potential)	131-100-01	Bailey 6	130-201-11	600	Approved	Transfer price not included. Transfer was done by Nevada Division of State Lands on behalf of IVGID through an MOU.

As indicated, almost all of the transfers involve IVGID and/or NDSL. The only two transactions of High Capability Land Coverage that do not involve either IVGID OR NDSL are the 2019 transfer of 2,860± square feet of Class 4 Hard Land Coverage and the 2016 transfer of 1,572± square feet of Class 4 Potential Land Coverage. As a reminder to the

reader, the scope of this appraisal, per the instructions of the Client, excludes consideration of NDSL sales.

The undersigned researched both relevant non NDSL sales by contacting parties involved in the transactions. The parties for the 2016 transfer of coverage were not responsive. The 2019 transfer of 2,860± square feet of Class 4 Hard Land Coverage was facilitated by Richie McGuffin, a local attorney, on behalf of both parties. According to Mr. McGuffin, the transfer of land coverage was between 615 Woodridge Circle and 260 Estates Drive. (TRPA file TRAN2019-0408) and sold for \$25.00 per square foot. As Hard Land Coverage can be transferred to commercial projects as well as residential projects, I believe it commands a higher value than Potential Land Coverage. For this reason, and given the smaller size of this transaction, it is a high indication of value for the subject's 6,860 square feet of Class 6 Potential Land Coverage.

In order to identify any current listings of land coverage the TRPA TDR Marketplace website was searched for current listings of High Capability Land Coverage in the Incline Hydrologic Basin, and market participants were interviewed.

The only listing of High Capability Land Coverage on the TRPA TDR Marketplace at the present time is 5,600± square feet of Class 4 Potential Land Coverage owned by All Season HOA on Assessor's Parcel Number 132-040-00. Zoe Avery of Incline Property Management indicated the land coverage has been listed for a few years at \$20 to \$30 per square foot and that no formal offers have been received. The asking price of \$20 to \$30 provides a high indicator for the subject as this land coverage has been available on the open market for over a year without any offers of purchase received.

Next, I spoke with Nick Exline of Exline and Company, a land use planner active in the Incline Village market. Nick indicated that he is aware of asking prices for High Capability Potential Land Coverage in the range of \$25 to \$30 per square foot in the Incline

Hydrologic Area, but there has been very limited sales because owners are not motivated to sell and new commercial development occurs on brown field sites and generally new projects result in a net reduction in land coverage of a site upon redevelopment.

I spoke with Kevin Agan of Agan Consulting, a land use planner based in Incline Village. Mr. Agan indicated that the Nevada State Lands land bank sets the market price for land coverage in Incline Village due to the lack of private market sales. Mr. Agan indicated that there are very few land coverage transactions in Incline Village because most of his clients are able to pursue coverage exemptions or pay coverage mitigation fees and thus able to avoid having to acquire land coverage rights when they would otherwise need to.

I also spoke with Randy Lane, a long-time developer in the Tahoe area, who is one of the largest private owners of land coverage rights. Mr. Lane indicates that he is presently shopping 1b land coverage rights he owns in the South Stateline Hydrologic Basin. 1b land coverage can be transferred anywhere in the Tahoe Basin and can be used on any soil capability level. 1b land coverage is the only type of coverage that can be transferred between hydrologic basins. Mr. Lane indicated that he has received an offer of \$25 per square foot for a larger quantity of 1b land coverage rights and is considering accepting this offer. This provides a high indicator for the subject due to the coverage being able to be transferred anywhere in the Tahoe Basin and being able to be utilized for all soil capability levels.

Due to the very limited sales data in the recent past, the undersigned has also reviewed historical sales data to provide a further indication of value. In the time period from 2003 to 2007 the majority of transactions were for small amounts of land coverage, ranging from 18 to 2,999 square feet. The sale prices of these small transactions ranged from \$22.00 to \$27.00 per square foot. However, two larger sales, at 17,406 square feet and 19,703 square feet, sold for \$15.59 and \$14.65 per square foot, respectively. With consideration given to inflation and the larger size of these sales, it is felt that these two sales are more representative of the subject. Thus, greater weight is given to these transactions. Although both of these sales



occurred in 2004, it is our opinion that buyers and sellers are looking to historical markets at guideposts due to the lack of current sales data.

Overall, based upon the land coverage sales, and with strongest weight given to the two larger transactions, it is my opinion that the market value per square foot of the subject land coverage is \$15. Multiplying this figure by the 6,860± square feet of Class 6 Potential Land Coverage equates to a value indication of \$102,900. This will be rounded to \$103,000.

VALUE INDICATION BY THE SALES COMPARISON APPROACH **\$103,000**

DISCOUNTED CASH FLOW ANALYSIS

Another valuation method utilized in this appraisal is the Discounted Cash Flow Analysis. As the majority of buyers purchase much smaller quantities of land coverage, we can estimate the bulk sale value of 6,860 square feet of Class 6 Potential Land Coverage based on the assumption that the owner sells it in smaller quantities over a period of several years. The first step in the Discounted Cash Flow Analysis is to estimate the retail sales potential of the subject land coverage in smaller quantities. The retail sales potential reflects the estimated sale price for typical amounts of land coverage which would be sold over a projected sales period. The next step is to estimate the absorption period required to sell out the entire 6,860 square feet of land coverage. The annual projected absorption of coverage is then multiplied by the retail sales price per square foot to derive the gross sales proceeds. The sales costs are then deducted from the gross sales to derive the net cash flows each year of the sales period. The projected net cash flows are then discounted at an appropriate rate of return to derive an indication of value of 6,860 square feet of land coverage assuming it to be sold in one transaction.

Retail Sales Potential

In the Discounted Cash Flow Analysis, we first project the retail sales price of Class 6 Potential Land Coverage as if sold in typical increments of 1,000 to 3,000 square feet. Based

on the sales data we have collected and discussed in the previous paragraphs, a reasonable estimate of land coverage value per square foot for transactions of 1,000 to 3,000 square feet is \$20.00 to \$25.00.

RETAIL SALES POTENTIAL PER SQUARE FOOT
(Sold in increments of 1,000 to 3,000 square feet)

\$22.50

Absorption

There has been 7,697 square feet of high capability coverage transfers in the Incline Hydrological Basin from 2016 through 2021. This equates to annual absorption of 1,283± square feet over the last six years.

Some consideration must also be given to the potential for a larger transaction of land coverage. The frequency of large transactions is small, but could potentially act to greatly expedite absorption. In 2006, the Nevada Department of Transportation reportedly purchased approximately 70,000 square feet of Class 1a, 1b, 4, and 6 Potential Land Coverage from Incline Lakes Corporation. The terms of the sale were very complex and the actual sale price relative to the 6 Potential Land Coverage cannot realistically be determined. However, this transaction does indicate that at times, large quantities of land coverage can be demanded by the market and would allow for full absorption of the subject's land coverage in a single transaction.

Overall, I believe a reasonable total absorption for the subject's land coverage of three to five years, which equates to 1,372± to 2,287 square feet per year. The midpoint of four years will be used in the discounted cash flow model.

SELL-OUT PERIOD
(1,715 square feet per year)

4 Years

Net Annual Cash Flows

Commissions and closing costs are then deducted from the gross annual income. Based on the IVGID land coverage program and the rates charged by a local broker, a \$1.00 per square foot commission will be used in this analysis. In addition, closing costs are estimated at 3.0% of the sales price.

Discount Rate Analysis

The next step in the Discounted Cash Flow Analysis is to estimate an appropriate internal rate of return that a prospective investor would require for an investment of this nature. In order to estimate an appropriate rate of return, the undersigned has considered the internal rate of return required by investors for real estate development projects at Lake Tahoe at the present time. The indicated required rate of return generally range from 10% to 20+% per year. For the purposes of this analysis, the midpoint of 15% will be utilized.

The discounted cash flow model is presented as follows:

Absorption Analysis of Land Coverage 6,860± square feet						
	Year 1	Year 2	Year 3	Year 4	Total	
Assumptions						
Annual Inflation Factor	None					
Quantity of Land Coverage Sold	6,860	1,715	1,715	1,715	1,715	6,860
Quantity of Land Coverage Remaining		5,145	3,430	1,715	-	
Pirce Per Square Foot	\$22.50	\$22.50	\$22.50	\$22.50	\$22.50	
#						
Net Operating Income						
Sales Revenues		\$38,588	\$38,588	\$38,588	\$38,588	\$154,350
Cost of Sales (\$ Per Square Foot)	\$1.00	(\$1,715)	(\$1,715)	(\$1,715)	(\$1,715)	(\$6,860)
Closing Cost (% of Revenue)	3.00%	(\$1,158)	(\$1,158)	(\$1,158)	(\$1,158)	(\$4,631)
Net Operating Income		\$35,715	\$35,715	\$35,715	\$35,715	\$142,860
Net Present Value @ Annual Discount Rate	15.00%	\$101,965				



As indicated, the discounted cash flow model indicates a value of \$101,965, which will be rounded to \$102,000.

INDICATED VALUE BY THE DISCOUNTED CASH FLOW ANALYSIS \$102,000



RECONCILIATION AND FINAL VALUE CONCLUSION

The indicated value of the subject's land coverage based on an analysis of comparable sales data is \$103,000. The indicated value of the subject land coverage by the Discounted Cash Flow Analysis is \$102,000. Based on the merit of each approach and the very small difference in the indicated values between these two approaches, both are given significant weight in the final value analysis

Overall, based upon a careful review and analysis of all available data, it is our opinion that the Market Value of the subject's 6,860 square feet of Class 6 Potential Land Coverage, as of May 27, 2022, is \$102,500.

FINAL MARKET VALUE CONCLUSION
(6,860 square feet of Class 6 Potential Land Coverage)

\$102,500

APPRAISER'S CERTIFICATION

Each of the undersigned does hereby certify that, unless otherwise noted in this appraisal report:

I have not made a personal inspection of the property that is the subject of this report.

I have no present or contemplated future interest in the real estate that is the subject of this appraisal report.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

To the best of my knowledge and belief, the statements of fact contained in this appraisal report, upon which the analysis, opinions and conclusions herein are based, are true and correct.

This report sets forth all the limiting conditions (imposed by the terms of my assignment or by the undersigned) affecting the analysis, opinions and conclusions contained in this report.

This appraisal report has been made in conformity and is subject to the requirements of the Code of Professional Ethics of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation.

My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

No one other than the undersigned prepared the analyses, conclusions and opinions concerning real estate that are set forth in this appraisal report.

The Appraisal Institute conducts a mandatory program of continuing education for its designated members. As of the date of this report, Benjamin Q. Johnson has completed the requirements under the continuing education program of the Appraisal Institute.



The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

The undersigned has not prepared an assignment of these specific intangible development rights which are the subject of this appraisal within the three years preceding the date of engagement of this assignment. The undersigned has appraised intangible development rights in the Tahoe Basin in the prior three years.

Respectfully Submitted,

Benjamin Q. Johnson

Benjamin Q. Johnson, MAI
Nevada Certified General Appraiser
License Number A.0205542-CG



STANDARD ASSUMPTIONS AND LIMITING CONDITIONS

The acceptance of this appraisal assignment and the completion of the appraisal report submitted herewith are contingent upon the following assumptions and limiting conditions.

LIMITS OF LIABILITY

This report was prepared by Johnson Valuation Group, Ltd. All opinions, recommendations, and conclusions expressed during the course of this assignment are rendered by the staff of Johnson Valuation Group, Ltd., as employees, not as individuals. The liability of Johnson Valuation Group, Ltd. and its employees and associates is limited to the client only and to the fee actually received by the appraisal firm. There is no accountability, obligation, or liability to any third party. If the appraisal report is disseminated to anyone other than the client, the client shall make such party or parties aware of all limiting conditions and assumptions affecting the appraisal assignment. Neither the appraisers nor the appraisal firm is in any way to be responsible for any costs incurred to discover or correct any physical, financial and/or legal deficiencies of any type present in the subject property. In the case of limited partnerships or syndication offerings or stock offerings in real estate, the client agrees that in the event of a lawsuit brought by a lender, a partner or part owner in any form of ownership, a tenant or any other party, the client will hold the appraiser(s) and the appraisal firm completely harmless in such action with respect to any and all awards or settlements of any type in such lawsuits.

COPIES, PUBLICATION, DISTRIBUTION AND USE OF REPORT

Possession of this report or any copy thereof does not carry with it the right of publication, nor may it be used for any purpose or any function other than its intended use, as stated in the body of the report. The appraisal fee represents compensation only for the analytical services provided by the appraiser(s). The appraisal report remains the property of the appraisal firm, though it may be used by the client in accord with these assumptions and limiting conditions.

This appraisal is to be used only in its entirety, and no part is to be used without the whole report. All conclusions and opinions concerning the analysis as set forth in the report were prepared by the appraiser(s) whose signature(s) appears on the appraisal report, unless it is indicated that one or more of the appraisers was acting as "Review Appraiser." No change of any item in the report shall be made by anyone other than the appraiser(s). The appraiser(s) and the appraisal firm shall bear no responsibility for any such unauthorized changes.

CONFIDENTIALITY

Except as provided for subsequently, neither the appraiser(s) nor the appraisal firm may divulge the analyses, opinions or conclusions developed in the appraisal report, nor may they give a copy of the report to anyone other than the client or his designee as specified in writing. However, this condition does not apply to any requests made by the Appraisal Institute for purposes of confidential ethics enforcement. Also, this condition does not apply to any order or request issued by a court of law or any other body with the power of subpoena.

INFORMATION SUPPLIED BY OTHERS

Information (including projections of income and expenses) provided by informed local sources, such as government agencies, financial institutions, Realtors, buyers, sellers, property owners, bookkeepers, accountants, attorneys, and others is assumed to be true, correct and



reliable. No responsibility for the accuracy of such information is assumed by the appraiser(s). Neither the appraiser(s) nor the appraisal firm is liable for any information or the work product provided by subcontractors. The client and others utilizing the appraisal report are advised that some of the individuals associated with Johnson Valuation Group, Ltd. are independent contractors and may sign the appraisal report in that capacity. The comparable data relied upon in this report has been confirmed with one or more parties familiar with the transaction or from affidavit or other sources thought reasonable. To the best of our judgment and knowledge, all such information is considered appropriate for inclusion. In some instances, an impractical and uneconomic expenditure of time would be required in attempting to furnish absolutely unimpeachable verification. The value conclusions set forth in the appraisal report are subject to the accuracy of said data. It is suggested that the client consider independent verification as a prerequisite to any transaction involving a sale, a lease or any other commitment of funds with respect to the subject property.

TESTIMONY, CONSULTATION, COMPLETION OF CONTRACT FOR APPRAISAL SERVICE

The contract for each appraisal, consultation or analytical service is fulfilled and the total fee is payable upon completion of the report. The appraisers(s) or those assisting in the preparation of the report will not be asked or required to give testimony in court or in any other hearing as a result of having prepared the appraisal, either in full or in part, except under separate and special arrangements at an additional fee. If testimony or a deposition is required, the client shall be responsible for any additional time, fees and charges, regardless of the issuing party. Neither the appraiser(s) nor those assisting in the preparation of the report is required to engage in post- appraisal consultation with the client or other third parties, except under a separate and special arrangement and at an additional fee.

EXHIBITS AND PHYSICAL DESCRIPTIONS

It is assumed that the improvements and the utilization of the land are within the boundaries of the property lines of the property described in the report and that there is no encroachment or trespass unless noted otherwise within the report. No survey of the property has been made by the appraiser(s) and no responsibility is assumed in connection with such matters. Any maps, plats, or drawings reproduced and included in the report are there to assist the reader in visualizing the property and are not necessarily drawn to scale. They should not be considered as surveys or relied upon for any other purpose, nor should they be removed from, reproduced or used apart from the report.

TITLE, LEGAL DESCRIPTIONS, AND OTHER LEGAL MATTERS

No responsibility is assumed by the appraiser(s) or the appraisal firm for matters legal in character or nature. No opinion is rendered as to the status of title to any property. The title is presumed to be good and merchantable. The property is appraised as if free and clear, unless otherwise stated in the appraisal report. The legal description, as furnished by the client, his designee or as derived by the appraiser(s), is assumed to be correct as reported. The appraisal is not to be construed as giving advice concerning liens, title status, or legal marketability of the subject property.

ENGINEERING, STRUCTURAL, MECHANICAL, ARCHITECTURAL CONDITIONS

This appraisal should not be construed as a report on the physical items that are a part of any property described in the appraisal report. Although the appraisal may contain information about these physical items (including their adequacy and/or condition), it should be clearly understood that this information is only to be used as a general guide for property valuation and not as a complete or detailed report on these physical items. The appraiser(s) is not a



construction, engineering, or architectural expert, and any opinion given on these matters in this report should be considered tentative in nature and is subject to modification upon receipt of additional information from appropriate experts. The client is advised to seek appropriate expert opinion before committing any funds to the property described in the appraisal report.

Any statement in the appraisal regarding the observed condition of the foundation, roof, exterior walls, interior walls, floors, heating system, plumbing, insulation, electrical service, all mechanicals, and all matters relating to construction is based on a casual inspection only. Unless otherwise noted in the appraisal report, no detailed inspection was made. For instance, the appraiser is not an expert on heating systems, and no attempt was made to inspect the interior of the furnace. The structures were not investigated for building code violations, and it is assumed that all buildings meet the applicable building code requirements unless stated otherwise in the report.

Such items as conditions behind walls, above ceilings, behind locked doors, under the floor, or under the ground are not exposed to casual view and, therefore, were not inspected, unless specifically so stated in the appraisal. The existence of insulation, if any is mentioned, was discovered through conversations with others and/or circumstantial evidence. Since it is not exposed to view, the accuracy of any statements regarding insulation cannot be guaranteed.

Because no detailed inspection was made, and because such knowledge goes beyond the scope of this appraisal, any comments on observed conditions given in this appraisal report should not be taken as a guarantee that a problem does not exist. Specifically, no guarantee is given as to the adequacy or condition of the foundation, roof, exterior walls, interior walls, floors, heating systems, air conditioning systems, plumbing, electrical service, insulation, or any other detailed construction matters. If any interested party is concerned about the existence, condition, or adequacy of any particular item, we would strongly suggest that a mechanical and/or structural inspection be made by a qualified and licensed contractor, a civil or structural engineer, an architect or other experts. This appraisal report is based on the assumption that there are no hidden, unapparent or apparent conditions on the property or improvements which would materially alter the value as reported. No responsibility is assumed for any such conditions or for any expertise or engineering to discover them. All mechanical components are assumed to be in operable condition and standard for the properties of the subject type. Conditions of heating, cooling, ventilating, electrical and plumbing equipment are considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. No judgment is made in the appraisal as to the adequacy of insulation, the type of insulation, or the energy efficiency of the improvements or equipment which is assumed to be standard for the subject's age, type and condition.

TOXIC MATERIALS AND HAZARDS

Unless otherwise stated in the appraisal report, no attempt has been made to identify or report the presence of any potentially toxic materials and/or condition such as asbestos, urea formaldehyde foam insulation, PCBs, any form of toxic waste, polychlorinated biphenyl, pesticides, lead-based paints or soils or ground water contamination on any land or improvements described in the appraisal report. Before committing funds to any property, it is strongly advised that appropriate experts be employed to inspect both land and improvements for the existence of such potentially toxic materials and/or conditions. If any potentially toxic materials and/or conditions are present on the property, the value of the property may be adversely affected and a re-appraisal at an additional cost may be necessary to estimate the effects of such circumstances.

SOILS, SUB-SOILS, AND POTENTIAL HAZARDS

It is assumed that there are no hidden or unapparent conditions of the soils or sub-soil which would render the subject property more or less valuable than reported in the appraisal.



No engineering or percolation tests were made and no liability is assumed for soil conditions. Unless otherwise noted, the land and the soil in the area being appraised appeared to be firm, but no investigation has been made to determine whether or not any detrimental sub-soil conditions exist. Neither the appraiser(s) nor the appraisal firm is liable for any problems arising from soil conditions. These appraisers strongly advise that, before any funds are committed to a property, the advice of appropriate experts be sought.

If the appraiser(s) has not been supplied with a termite inspection report, survey or occupancy permit, no responsibility is assumed and no representation is made for any costs associated with obtaining same or for any deficiencies discovered before or after they are obtained.

Neither the appraiser(s) nor the appraisal firm assumes responsibility for any costs or for any consequences arising from the need or lack of need for flood hazard insurance. An Agent for the Federal Flood Insurance Program should be contacted to determine the actual need for flood hazard insurance.

ARCHEOLOGICAL SIGNIFICANCE

No investigation has been made by the appraiser and no information has been provided to the appraiser regarding potential archeological significance of the subject property or any portion thereof. This report assumes no portion of the subject property has archeological significance.

LEGALITY OF USE

This appraisal report assumes that there is full compliance with all applicable federal, state and local environmental regulations and laws, unless non-compliance is stated, defined and considered in the appraisal report. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined and considered in the appraisal report. It is assumed that all required licenses, consents, or other legislative or administrative authority from any local, state or national government, private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

COMPONENT VALUES

Any distribution of the total value between the land and improvements, between partial ownership interests or any other partition of total value applies only under the stated use. Moreover, separate allocations between components are not valid if this report is used in conjunction with any other analysis.

COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act ("ADA") became effective January 26, 1992. It is assumed that the property is in direct compliance with the various detailed requirements of the ADA.

AUXILIARY AND RELATED STUDIES

No environmental or impact studies, special market studies or analyses, special highest and best use studies or feasibility studies have been requested or made by the appraiser(s) unless otherwise specified in an agreement for services and so stated in the appraisal report.



DOLLAR VALUES AND PURCHASING POWER

The estimated market value set forth in the appraisal report and any cost figures utilized are applicable only as of the date of valuation of the appraisal report. All dollar amounts are based on the purchasing power and price of the dollar as of the date of value estimates.

ROUNDING

Some figures presented in this report were generated using computer models that make calculations based on numbers carried out to three or more decimal places. In the interest of simplicity, most numbers have been rounded. Thus, these figures may be subject to small rounding errors.

QUANTITATIVE ANALYSIS

Although this analysis employs various mathematical calculations to provide value indications, the final estimate is subjective and may be influenced by our experience and other factors not specifically set forth in this report.

VALUE CHANGE, DYNAMIC MARKET, ALTERATION OF ESTIMATE BY APPRAISER

All values shown in the appraisal report are projections based on our analysis as of the date of valuation of the appraisal. These values may not be valid in other time periods or as conditions change. Projected mathematical models set forth in the appraisal are based on estimates and assumptions which are inherently subject to uncertainty and variations related to exposure, time, promotional effort, terms, motivation, and other conditions. The appraiser(s) does not represent these models as indicative of results that will actually be achieved. The value estimates consider the productivity and relative attractiveness of a property only as of the date of valuation set forth in the report.

In cases of appraisals involving the capitalization of income benefits, the estimate of market value, investment value or value in use is a reflection of such benefits and of the appraiser's interpretation of income, yields and other factors derived from general and specific client and market information. Such estimates are as of the date of valuation of the report, and are subject to change as market conditions change.

This appraisal is an estimate of value based on analysis of information known to us at the time the appraisal was made. The appraiser(s) does not assume any responsibility for incorrect analysis because of incorrect or incomplete information. If new information of significance comes to light, the value given in this report is subject to change without notice. The appraisal report itself and the value estimates set forth therein are subject to change if either the physical or legal entity or the terms of financing are different from what is set forth in the report.

ECONOMIC AND SOCIAL TRENDS

The appraiser assumes no responsibility for economic, physical or demographic factors which may affect or alter the opinions in this report if said economic, physical or demographic factors were not present as of the date of value of this appraisal. The appraiser is not obligated to predict future political, economic or social trends.

EXCLUSIONS

Furnishings, equipment, other personal property and value associated with a specific business operation are excluded from the value estimate set forth in the report unless otherwise indicated. Only the real estate is included in the value estimates set forth in the report unless otherwise stated.

SUBSURFACE RIGHTS

No opinion is expressed as to the value of subsurface oil, gas or mineral rights or whether the property is subject to surface entry for the exploration or removal of such materials, except as is expressly stated.

PROPOSED IMPROVEMENTS, CONDITIONED VALUE

It is assumed in the appraisal report that all proposed improvements and/or repairs, either on-site or off-site, are completed in an excellent workmanlike manner in accord with plans, specifications or other information supplied to these appraisers and set forth in the appraisal report, unless otherwise explicitly stated in the appraisal. In the case of proposed construction, the appraisal is subject to change upon inspection of the property after construction is completed. The estimate of market value is as of the date specified in the report. Unless otherwise stated, the assumption is made that all improvements and/or repairs have been completed according to the plans and that the property is operating at levels projected in the report.

MANAGEMENT OF PROPERTY

It is assumed that the property which is the subject of the appraisal report will be under typically prudent and competent management which is neither inefficient nor superefficient.

FEE

The fee for any appraisal report, consultation, feasibility or other study is for services rendered and, unless otherwise stated in the service agreement, is not solely based upon the time spent on any assignment.

LEGAL EXPENSES

Any legal expenses incurred in defending or representing ourselves concerning this assignment will be the responsibility of the client.

CHANGES AND MODIFICATIONS

The appraiser(s) reserves the right, at the cost of the client, to alter statements, analyses, conclusions, or any value estimates in the appraisal if any new facts pertinent to the appraisal process are discovered which were unknown on the date of valuation of this report.

DISSEMINATION OF MATERIAL

Neither all nor any part of the contents of this report shall be disseminated to the general public through advertising or sales media, public relations media, new media or other public means of communication without the prior written consent and approval of the appraiser(s).

The acceptance and/or use of the Appraisal Report by the client or any third party constitutes acceptance of the Assumptions and Limiting Conditions set forth in the preceding paragraphs. The appraiser's liability extends only to the specified client, not to subsequent parties or users. The appraiser's liability is limited to the amount of the fee received for the services rendered.

QUALIFICATIONS OF APPRAISER
BENJAMIN Q. JOHNSON

Professional Designations

MAI – Designated Member of the Appraisal Institute

State Licensing and Certification

Certified General Appraiser – State of California
License Number AG043925
(Certified through April 29, 2024)

Certified General Appraiser – State of Nevada
License Number A.0205542-CG
(Certified through November 30, 2022)

Professional Experience

Johnson Valuation Group, Ltd. 2015 to Present

Johnson-Perkins & Associates, Inc.
Principal Appraiser 2009 to 2015
Senior Appraiser 2008 to 2009
Intern Appraiser 2006 to 2008
Research Assistant 2005 to 2006

General Electric 2002-2004
Finance Intern (Summers Only)

Formal Education

Santa Clara University – Santa Clara, CA 2005
Bachelor of Science in Commerce; Major in Economics

**QUALIFICATIONS OF
BENJAMIN Q. JOHNSON, (CONTINUED)**

Qualified as an Expert Witness

Second Judicial District Court – State of Nevada
 Third Judicial District Court – State of Nevada
 Ninth Judicial District Court – State of Nevada
 Superior Court of California, County of El Dorado
 Superior Court of California, County of Placer
 U.S. Bankruptcy Court, District of Nevada
 U.S. Bankruptcy Court, Northern District of California

Offices Held and Appointments

Nevada State Board of Equalization	
Board Member	2012 to Present
Chairman	2019 to Present

Tahoe Regional Planning Agency	
Land Use Commodities Market Steering Committee	2014

Appraisal Institute	
Reno-Carson-Tahoe Chapter	
Director	2011
Secretary	2012
Vice-President	2013
President	2014
Treasurer	2015
Chair of Candidate Guidance Committee	2013 to 2015
Nevada Chapter	
Northern Nevada Branch Chapter Vice Chair	2017
Region 1	
Nominating Committee	2015 to 2018

Eagle Scout Board of Review, Board Member	2016 to Present
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Association Memberships and Affiliations

Leadership Development and Advisory Council (LDAC)	2010
Executives Association of Reno (EAR)	2009 to 2012
Tahoe Regional Young Professionals (TRYP)	2015 to 2016

MEMORANDUM

TO: Board of Trustees

THROUGH: Indra Winqest
District General Manager

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

SUBJECT: Review, discuss, and possibly concur with IVGID Staff, Design and CMAR Team recommendation of a two-million-gallon pre-stressed concrete tank as the WRRF effluent storage facility.

DISTRICT STRATEGIC PLAN: Long Range Principle 5 – Assets and Infrastructure.

DATE: June 1, 2022

I. RECOMMENDATION

That the Board of Trustees makes a motion to concur with IVGID Staff, Design, and CMAR Team recommendation of a two million gallon (MG) pre-stressed concrete tank as the WRRF effluent storage facility.

II. DISTRICT STRATEGIC PLAN

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

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

III. BACKGROUND

Storage Facility Project Scope Change

In March 2022, the Board granted approval for IVGID staff to proceed with agreement amendments for Jacobs and Granite Construction to develop three alternative WRRF effluent storage options to 30% and return to the Board with a recommendation. An effluent storage facility is required to meet Nevada Division of Environmental Protection (NDEP) discharge permit requirements.

Prior to the amendments approved in March 2022, the original agreement with Jacobs was for design of a permanent HDPE liner in Pond 2; the Granite Construction agreement combined CMAR tasks for both the Pond 2 lining and the effluent export pipeline (EEP) replacement projects. The amendments and design scope revisions were required following the Nevada Division of Water Resources - Division of Dam Safety (DWR) notice that the Mill Creek Dam No. 2 (Pond 2) would be subject to full structural/hydrologic analyses and a Dam Application process. This process was deemed prohibitive with regard to the feasibility of the original Pond 2 design proposal and overall effluent pipeline construction schedule.

Therefore, IVGID staff, the Design and CMAR team determined the permanent effluent storage facility solution must be developed independently of the EEP to ensure compliance with NDEP discharge permit requirements. This memo specifically addresses the three alternatives investigated and final recommendation for a facility to meet the WRRF effluent storage needs.

Current Design Development

Since March 2022, the team of IVGID PW Staff, Granite Construction and Jacobs have collaborated on the proposed alternatives to investigate and progress the technical design, cost estimation, construction risks and regulatory aspects of the three alternatives. The efforts included a coordination meeting in April 2022 with Agency partners with both NDEP and DWR; during this meeting the Design team presented the design concepts enabling the Agencies to provide input on the suitability of the alternatives within their respective regulatory jurisdictions. The input provided has been incorporated to the current 30% designs. The following design alternatives for an emergency WRRF effluent storage facility were developed to the current 30% design stage:

- 1) HDPE Pond Liner to existing Pond 1, including proposed Mill Creek Dam No.1 (MCD1) improvements
- 2) 2MG Welded Steel Storage Tank, including MCD1 removal
- 3) 2MG Pre-stressed Concrete Tank, including MCD1 removal

Recommendation

IVGID staff recommends proceeding with the 2MG Pre-Stressed Concrete Tank.

This recommendation is based on the health and safety considerations, current and future WRRF operational flexibility, overall relative construction, and long-term maintenance costs.

Health and Safety - A fundamental aspect of the tank alternative selection is the removal of the existing Mill Creek Dam No. 1. A review of the original construction

documents for the dam indicates that the dam is not compliant with current standards and best practice for dam construction. As a result, the existing dam is categorized as High Risk by DWR; any failure of MCD1 under full capacity conditions has the potential for considerable and harmful impacts to downstream structures and public safety.

The removal of MCD1 to accommodate a storage tank eliminates all dam-related health and safety concerns; redesign and reconstruction of the dam, perimeter fencing, signage, etc. would minimize the risk profile, however, IVGID would still carry the liability associated with the dam and accountability to DWR would continue in perpetuity. It is the opinion of IVGID staff that the lined pond represents the largest health and safety risk and associated liability of the three considered options.

Operational Flexibility – A second storage tank intended primarily for emergency storage also allows for increased operational opportunities at the WRRF. The additional 2MG tank would provide immediate, in-line redundancy for the existing 0.5MG tank when maintenance/repair or inspections are due. The tank also increases potential site area available to expand WRRF treatment processes should a change in regulations require additional processes. Currently, there is limited land surrounding the WRRF suitable for development due to the sloping nature of the site. Replacing Pond 1 with a storage tank decreases the effluent storage area footprint and allows site grading with the potential to add level sections adjacent to the WRRF that could be utilized in the future for plant operations.

If Pond 1 is lined with HDPE, IVGID public works loses the current on-site option for decanting of the vacuum truck. This existing decant facility is regularly used in support of water and sewer distribution/collection system maintenance throughout the District. The lined pond option only effectively works in emergency scenarios as effluent discharged to the pond will require re-treatment thru the WRRF due to potential (external) contamination risk; if the pond were required to be used.

Construction Costs – The CMAR and engineering estimates for the three effluent storage options investigated are as follows:

Single Enclosed Tank Welded Steel	\$8.0 Million
Single Enclosed Tank Prestressed Concrete	\$6.8 Million
HDPE Liner	\$8.5 Million

These project cost estimates are in line with what was presented to the Board at the March 1, 2022 meeting. The significant project cost increase to the HDPE Liner option is primarily due to the anticipated need to reconstruct the dam. (The total amount budgeted for this project of \$4.55 million (FY21/22 and FY22/23) is not reflective of any cost estimates but an effort to build up the project fund balance).

These updated cost estimates have projected the lowest cost option is the pre-stressed concrete tank. Each estimate presented includes anticipated investigation, design, TRPA coverage costs, regulatory permitting and construction costs related to the proposed option.

The two tank options include equivalent design and construction elements; however, the primary cost difference results from the tank materials. The earthwork quantities and forecast construction durations are comparable as the same amount of site grading is required to accommodate construction of the actual tank.

The HDPE liner cost is greatly increased due to the regulatory requirements imposed by DWR that require significant investigation and analysis of the existing dam. A review of the original plans for MCD1 indicate that the design is not compliant with present day standards, therefore, in order to utilize the dam as an integral (structural) component of the HDPE liner system IVIGD must demonstrate compliance with current design standards as reflected in the current cost estimate. The figure above (\$6.1M) includes replacement of Mill Creek Dam No. 1 to incorporate a clay core and appropriate dam embankment reinforcements in addition to the construction and material costs for the HDPE liner itself.

Long term maintenance costs – IVGID staff, Designer and CMAR team weighed the expected long-term maintenance costs for each option.

The Pre-stressed concrete tank option is projected to have very limited maintenance costs. An advantage of concrete tanks is that no coatings are required after the initial concrete coating and curing. Inspections are required on three to five year intervals to ensure that the concrete surfacing is not deteriorating. No coatings or material replacements are typical for this type of tank in the first 20-30 years.

The Welded Steel tank option also requires regular inspections for both the structural elements (rafters, welds, panels, etc.) and the protective coatings on both interior and exterior surfaces. The cost of the ongoing maintenance costs will be similar to existing IVGID potable water storage tanks; these costs are generally not prohibitive if routine inspections are completed, however this maintenance cost does exceed that expected for the concrete tank.

The HDPE lining system will require full replacement after approximately 20 years. There will also be on-going maintenance and seasonal inspections to ensure the liner and/or perimeter fencing has not been damaged or compromised. Any observed damage will require remedial repairs to ensure competency of the liner.

IV. BID RESULTS

Not Applicable

V. FINANCIAL IMPACT AND BUDGET

The current agreement with Jacobs will need an amendment to incorporate the 100% design scope for the chosen effluent storage tank option. The scope and costs for the amendment will be presented at the June 29, 2022 Board meeting for approval.

Final costs for environmental permitting are not yet known. The current OPCC estimates include \$100,000 for environmental documentation and permitting to allow for various application, consultation, and subcontractor fees. IVGID Staff are currently engaging Exline Consulting to liaise with TRPA to determine the applicable land classifications for the subject area within Pond No. 1. Existing classifications indicate the Pond is a SEZ/Class 1a land capability; the current OPCC estimates include a budget number of \$40/square foot to indicate approximate total project costs if IVGID is required to mitigate the new storage facility as SEZ/1a coverage. However, a site meeting was held with IVGID, TRPA, and Exline to discuss the suitability of the existing land classifications and applicable permit application processes; a formal determination is still outstanding at this time.

The Board has thus far approved a total of \$4.55 million for the Effluent Pond/Storage project including \$1.55 million if the current year budget and \$3.0 million in the FY 2022/23 budget. As of May 1, 2022, approximately \$330,000 has been expended, and unexpended funds at year-end will be carried over to FY 2022/23.

With the current project cost estimate, the project budget will require additional funding prior to award of a construction contract.

IVGID staff are currently pursuing Federal 595 Program Funds through the Army Corps for this project. If Army Corps funding is granted, the funding model has a maximum contribution of 75% of total cost. Concurrently, Staff are pursuing funding through additional federal infrastructure funding programs.

Upon concurrence of the project approach by the Board, IVGID Staff will complete the necessary application documents needed by the Army Corps. If funding is authorized by the Army Corp a funding agreement will be brought before the Board for approval.

Prior to award of a construction contract, Staff will present to the Board a comprehensive funding plan, consistent with funding currently available as well as additional funding commitments secured in support of the this project.

VI. ALTERNATIVES

The alternatives are limited to the options presented herein. Existing IVGID facilities do not satisfy current NDEP discharge permit requirements for the WRRF effluent storage. Construction of either a storage tank or lining of the existing pond is necessary.

VII. BUSINESS IMPACT

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

Attachments:

- Tech Memorandum: Pond 1 Effluent Storage Alternatives – Final Recommendation, by: Jacobs, dated: June 1, 2022
- 30% Design Exhibit – HDPE Liner
- 30% Design Exhibit – Enclosed Storage Tank
- Effluent Storage Comparison Table
- Effluent Storage 30% Schedule
- Effluent Storage 6/8 BOT Presentation
- DRAFT 30% Opinion of Probable Construction Costs (OPCC)
 - 2MG Pre-stressed Concrete Tank
 - 2MG Welded Steel Tank
 - HDPE liner and MCD1 dam replacement

Pond 1 Effluent Storage Alternatives – Final Recommendation

Date:	June 1, 2022	Jacobs
Project name:	IVGID Effluent Export Pond Lining	2525 Airpark Drive
Project no:	W8Y12900	Redding, CA 96001-2443
Attention:	Brad Underwood	United States
Company:	Incline Village General Improvement District:	T +1.530.243.5831
Prepared by:	Ashley Kellogg, PE	F +1.530.243.1654
Copies to:	Granite Construction	

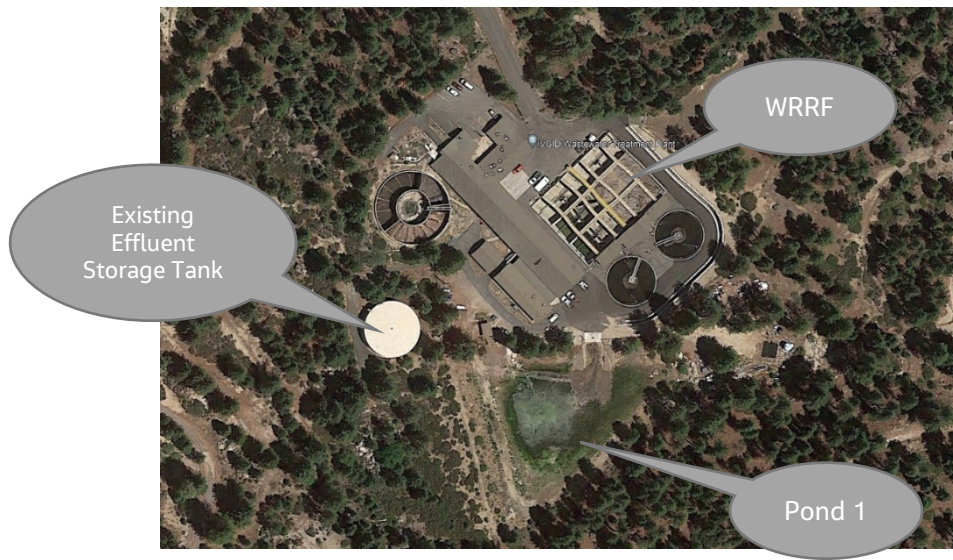
Introduction:

After thorough investigation of multiple alternatives, IVGID recommends a single enclosed tank made of prestressed concrete as the preferred effluent storage solution. The purpose of this memo is to provide the background, criteria, and summary of alternatives considered in supporting this recommendation.

Project Background:

Incline Village General Improvement District (IVGID) currently operates a Water Resource Reclamation Facility (WRRF) in Incline Village, Nevada. The facility includes two unlined reservoirs initially designed for effluent storage: Pond 1 located immediately adjacent to the WRRF and Pond 2 north of the facility and at a lower elevation. Pond 1 has an approximate existing storage capacity of 2 million gallons (MG), while Pond 2 is contained by Mill Creek No. 2 Dam and has an approximate existing storage capacity of 15 MG. IVGID's current operating permit prohibits use of an unlined pond for emergency effluent storage, therefore IVGID is pursuing a permanent effluent storage option to satisfy their operating permit requirements. The 60% design of a geomembrane lining system at Pond 2 was submitted to Nevada Department of Water Resources Division of Dam Safety for their review. The Division of Dam Safety team conferred with the State Engineer and then notified the Design team in December 2021 that the proposed permanent lining of Pond 2 requires formal submittal of an Application for Approval of Dam Plans (dam permit). A dam permit consists of structural, geotechnical, and hydraulic analyses of the existing dam in addition to improvements of the existing spillway to prevent overtopping of the dam in the event of a Probable Maximum Flood event. The dam permit application would require considerable engineering resources and, importantly, a significant time delay to the pond lining project (estimated >12 months).

Agreements between IVGID, Jacobs Engineering, and Granite Construction (CMAR), have been established to initiate review of options in and around Pond 1 for design and construction of the required permanent effluent storage improvements at the WRRF.



Effluent Storage Alternative Analysis:

The alternative analysis presented below is comprised of effluent storage management criteria, alternative development, initial alternative screening, and results.

Effluent Storage Management Criteria

Following are effluent storage criteria:

- Effluent storage capacity shall be a minimum of 2.0 MG to accommodate approximately 48 hours of average peak flow rates.
- The jurisdictional embankment (Mill Creek Dam No 1) must be considered, and NV DWR review will be required.
 - If removed, dam will be decommissioned per NAC 535.220
 - If remaining, would require an application for dam modification, including seepage, stability, and hydrology evaluations for review by NV DWR.
- Effluent must be plumbed to the existing pumping station (to pump effluent back to the WRRF headworks) or be conveyed to the export pipeline.
- Potential relocation of the existing decant facility within Pond 1 will be completed outside of this project.
- Effluent Storage must be in accordance with Nevada Division of Environmental Protection (NDEP) requirements.
- TRPA conditions of approval must be considered, including Coverage Fee.

Other factors considered for final alternative recommendation include the following:

- Initial Construction Cost
- Construction Schedule
- Lifetime Maintenance

- Constructability
- Funding
- Future Opportunities for plant expansion

Alternative Development:

Effluent storage alternatives were developed based on the criteria presented above and are described below. The initial alternatives considered with Mill Creek Dam No. 1 decommissioning were construction of a concrete basin with vertical walls, and construction of a single enclosed tank of either welded steel or prestressed concrete. Lining the Pond 1 basin with HDPE geomembrane similar to the originally proposed Pond 2 liner was also considered. The Pond 1 liner would have the same issues as Pond 2, requiring ongoing annual inspections and dam performance approvals by NV DWR, but the engineering requirements are much simpler compared to Pond 2 because of the smaller dam size and contributing watershed area. After initial consideration, the concrete basin with vertical walls was eliminated and the three remaining alternatives were advanced to 30% Design level for cost estimating.

In summary these include:

1. Single Enclosed Tank – Welded Steel
2. Single Enclosed Tank – Prestressed Concrete
3. HDPE Liner

Single Enclosed Tank –

Alternative site development around Pond 1 for both enclosed storage tank material options was considered to be the same. Advancement to 30% design included an effort to balance earthwork cut/fill on site to greatly reduce or eliminate soil export requirements. Further analysis determined existing WRRF access routes were unsuitable for the proposed storage tank construction; the need for an alternative construction access route off Sweetwater Road was identified. The design proceeded with optimized tank dimensions for 2 MG of storage. This included reducing the tank diameter to 99-feet and increasing the height accordingly. To support the more economical tank size, site grading was optimized with the minimum bottom of tank elevation set at 6466 feet and the maximum water elevation via gravity flow at 6479 feet. This design allows up to 0.85 MG of effluent storage without pumping. In order to utilize the full 2 MG of available storage in the tank, the existing 0.5 MG steel tank will be refurbished with a connection port and will be utilized as a 'wet well' in conjunction with a trailer mounted pump, currently owned by IVGID. This condition is anticipated during an emergency situation when storage capacity in excess to standard WRRF operations is required.

Installation of a single enclosed tank requires decommissioning of Mill Creek Dam No. 1. The excess material from the dam removal is proposed as fill material for construction of a suitable access road (18ft width) between the tank site and the existing access road that intersects Sweetwater Road. Additional excess material would be used to build-up the site east of the tank to be more or less at the existing plant elevation. An 15-foot-wide perimeter road would also be provided around the tank and staging/laydown areas for crane siting and tank erection.

Welded Steel Storage Tank Option

IVGID currently maintains an existing welded steel storage tank for effluent storage and is familiar with the construction and maintenance requirements of such a system. Resource Development Company of Reno, NV has provided the initial cost estimate for welded steel tank installation, with an assumed diameter of 99-feet and 39-foot height. The cost estimate includes using D100-21 Risk Category III and Seismic Use Group II design criteria. The tank would meet AWWA D100-21 standard requirements as well as Washoe County building requirements. The tank would include appurtenances, manways, ladders, handrails and surface preparation coating in accordance with AWWA D102 and NDEP requirements. Earthwork, site

preparation and construction of the perimeter and column foundations and below grade piping would be completed by Granite Construction.

Welded steel tanks require regular inspection and maintenance with costs that accumulate over the lifetime of the tank. The project estimate for the initial construction of the tank was the highest of the three alternatives, with the estimate for the tank alone exceeding that of the prestressed concrete tank by over \$1 Million.

Prestressed Concrete Storage Tank Option

Similar to the hydraulic requirements of a welded steel tank, it is anticipated that a prestressed concrete tank would be of similar dimensions and require equivalent earthwork and site preparation efforts prior to tank erection. Prestressing of the cast-on-site panels would occur after the installed panels have reached specified cure strengths. DN Tanks provided an initial cost estimate for a prestressed concrete tank with a 99-foot interior diameter and 35-foot height, which includes perimeter concrete foundation, floor, and precast dome roof. DN Tanks also reviewed the existing site and provided input on required staging and laydown areas that have been incorporated into the 30% design. As with the welded steel option, Granite Construction would complete necessary earthwork and site preparation.

Compared to the lifecycle of a welded steel tank, there are little to no repairs or maintenance required over the expected lifetime of a concrete tank. A prestressed concrete tank can be partially buried, which would allow for flexibility in earthwork balance if needed. Steel tanks need to be fully above grade and do not provide this flexibility. Various aesthetic options are available for the final exposed finish of the tank if desired. For a 2 MG tank with similar footprint, prestressed concrete is a more economical option both at initial construction and over the lifetime of the tank when compared to a steel tank.

HDPE Liner

NDEP requires geomembrane liner systems comply with Water Technical Sheet WTS-37; this guidance document mandates inclusion of a 60-mil primary liner and 40-mil secondary liner. HDPE is proposed for the geomembrane system with geonet installed between the primary and secondary liners as a leak detection system. The available storage volume with the pond preparation and assumed 3-feet of freeboard would be approximately 2.0 MG.

Preliminary pond grading with the inclusion of a 15-foot perimeter access road and pond lining details were presented to NV DWR and NDEP at an agency meeting on April 20, 2022. NDEP confirmed the design details would meet the requirements of WTS-37 and would be acceptable for the WRRF operating permit. However, NV DWR informed the design team that any liner anchorage into Mill Creek Dam No. 1 or other permanent impact would trigger a full analysis of dam performance and require a dam application for review by the agency. This would include geotechnical subsurface investigation of the current dam foundation and embankment condition and analyses of seepage, stability, and hydrology. Based on as-built information, the existing dam does not include a clay core or other standard condition to prevent seepage; this is assumed to be sub-standard and - due to the consequences of failure, downstream facilities, and dam size - classifies as a high hazard dam. Mill Creek Dam No. 1 was built prior to oversight by NV DWR and is unlikely to meet current design standards. NV DWR recommended dam decommissioning in lieu of a dam improvement project as removal of Mill Creek Dam No. 1 would eliminate the liability of a high hazard dam from IVGID and NV DWR's jurisdiction.

Although the initial investment in the liner system alone is much less than that of the tanks, the analysis, design and potential reconstruction of Mill Creek Dam No. 1 contributes to increased project schedule, risk profile, and overall cost. Additionally, the expected lifetime of the liner is significantly shorter than the storage tank alternatives. Therefore, full liner replacement costs should be assumed every 20-30 years during the operational life of the storage basin.

Alternative Analysis Results:

The alternatives, preliminary construction costs and considerations are summarized below.

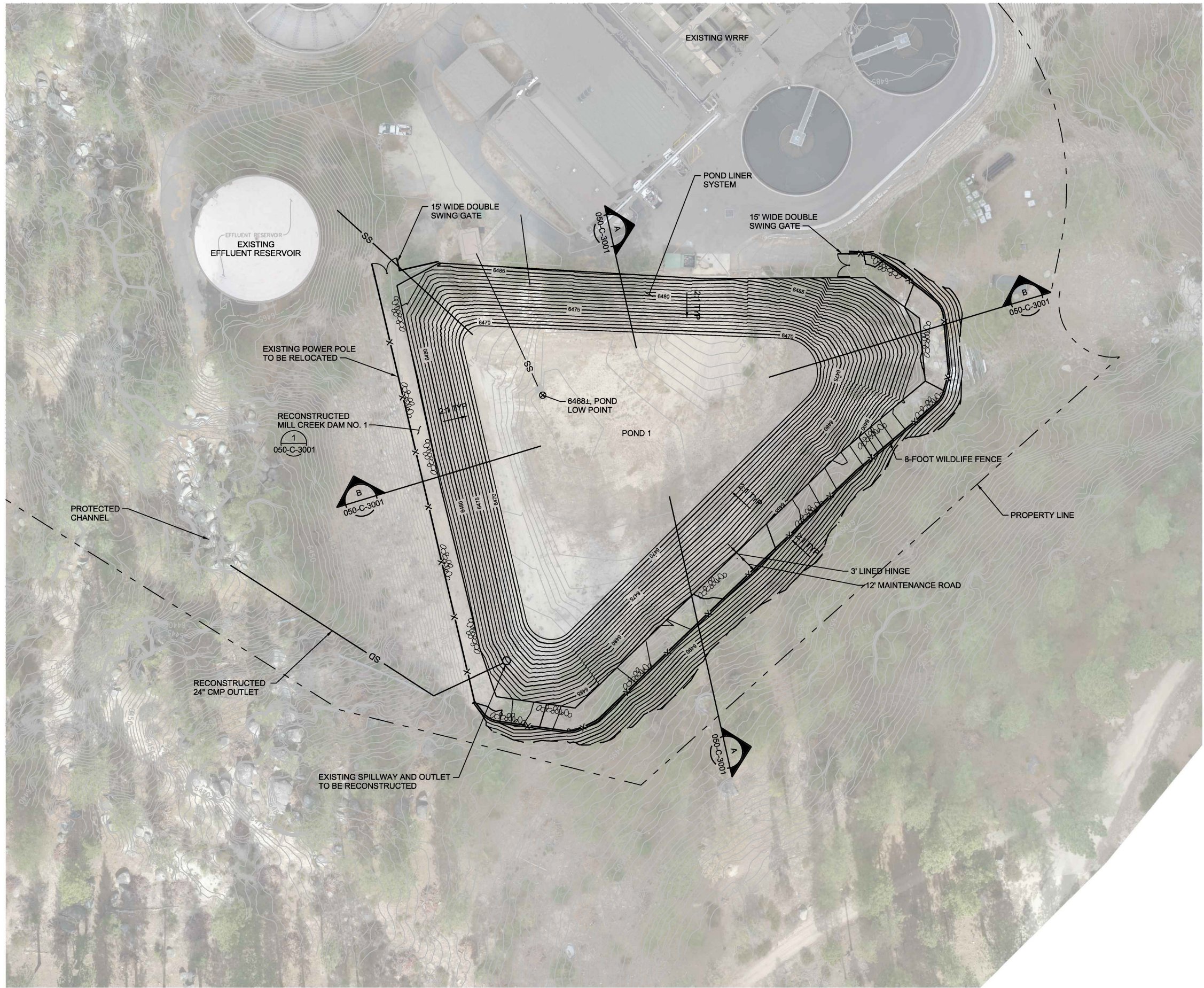
Alternative	Estimated Project Cost	Considerations
Single Enclosed Tank – Welded Steel	\$8.0 Million	<p>Tanks are enclosed and, therefore, allow for greater detention durations before conveying effluent to the export pipeline. Does not require pumping and retreatment through the WRRF.</p> <p>Proposed earthwork and tank size will allow for future expansion of the plant.</p> <p>IVGID is familiar with the maintenance and function of an enclosed tank for effluent storage.</p> <p>Initial cost and estimated lifetime maintenance cost is greater than the pre-stressed concrete alternative.</p> <p>Decommissioning of Mill Creek Dam No. 1 will remove IVGID liability of High Hazard dam.</p>
Single Enclosed Tank – Prestressed Concrete	\$6.8 Million	<p>Similar considerations for enclosure and grading as the steel tank.</p> <p>Lifetime maintenance costs forecast to be less than a welded steel tank. Minimal maintenance is required once installed.</p> <p>Tank can be buried to eliminate earthwork export volume or provide additional available site area for future WRRF expansion.</p> <p>Decommissioning of Mill Creek Dam No. 1 will remove IVGID liability of High Hazard dam.</p>
HDPE Liner	\$8.5 Million	<p>HDPE is widely used and is currently permitted by NDEP for effluent storage and initial liner installation cost is lowest.</p> <p>Minimal earthwork would be required to prepare existing basin for liner system and to provide target storage volume. However, Mill Creek Dam No. 1 will likely need to be removed and replaced with a dam meeting current design standard. This would require analysis of current conditions, design and reconstruction to meet current standards.</p> <p>Maintaining Mill Creek Dam No. 1 would require continual maintenance and annual inspections to maintain the high hazard dam.</p> <p>Pond 1 would be unavailable for decant facility use or future plan expansion due to lining material and area needed for the pond.</p> <p>Wildlife fence would be required to protect the HDPE liner.</p>

Alternative	Estimated Project Cost	Considerations
		Replacement of the entire liner system is assumed every 20-30 years.

Recommendations and Next Steps:

After consideration of the alternatives, IVGID staff finds an enclosed tank to be the most beneficial effluent storage option with regards to future plant expansion opportunities and elimination of the liability of Mill Creek Dam No. 1. An enclosed tank eliminates the need to retreat effluent after storage within the closed system. The CMAR team recommends advancing a final design package for a 2 MG prestressed concrete tank. Of the storage tank options, prestressed concrete has a lower initial investment and minimal maintenance cost over the lifetime of the tank, compared to welded steel which requires regular inspection and maintenance. The proposed removal of Mill Creek Dam No. 1 will eliminate the liability of a high hazard dam and the grading design will allow for future plant expansion with the proposed fill within Pond 1 and option to partially bury the tank. Various aesthetic treatment options are available to address visual impacts of the tank.

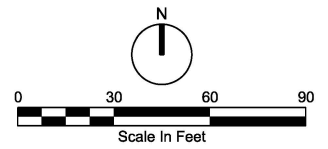
The CMAR Team is looking forward to advancing the effluent export storage project to final design and through construction to satisfy the operating permit requirements of the WRRF and provide opportunities for future plant improvements via the project.



APPROXIMATE POND 1 EARTHWORK QUANTITIES		
EXCAVATION (CUT TO FILL)	600	CY
EXCAVATION (CUT TO EXPORT)	3000	CY
UNDERLINER MATERIAL (IMPORT TO FILL)	500	CY

APPROXIMATE MILL CREEK DAM NO. 1 QUANTITIES		
EXISTING EMBANKMENT REMOVAL	8,600	CY
OVER EXCAVATION TO BEDROCK	1,100	CY
CLAY CORE (IMPORT)	2,600	CY
SAND FILTER (IMPORT)	1,300	CY
DAM EMBANKMENT (CUT TO FILL)	5,800	CY

PLAN
1"=30'

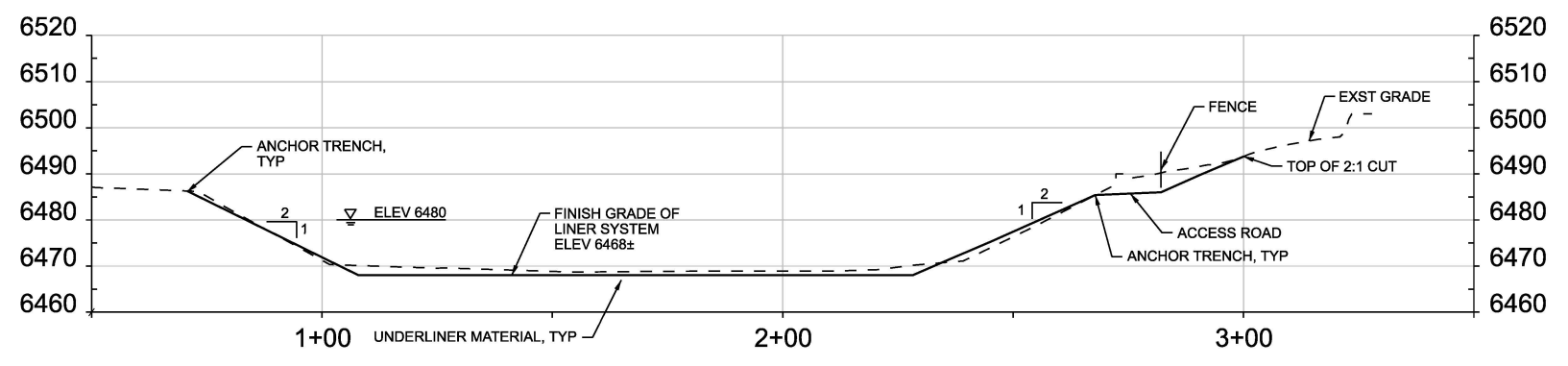


INCLINE VILLAGE
GENERAL IMPROVEMENT DISTRICT ONE DISTRICT - ONE TEAM
EFFLUENT EXPORT POND LINING PROJECT

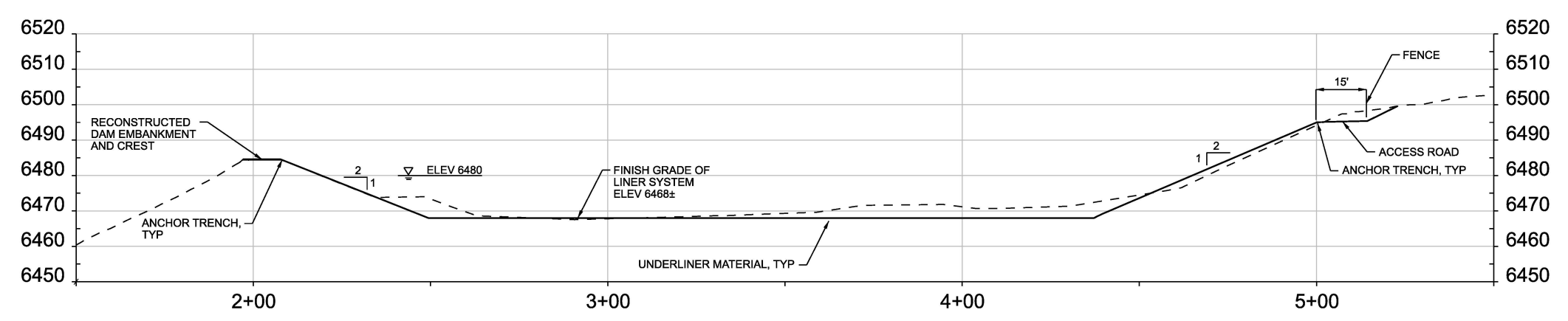
Jacobs
CIVIL
POND 1 GRADING PLAN
HDPE LINER OPTION

VERIFY SCALE BAR IS ONE INCH ON ORIGINAL DRAWING. 0 1"	
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PROJ	W8Y12900
DWG	050-C-2002
SHEET	106 of 106

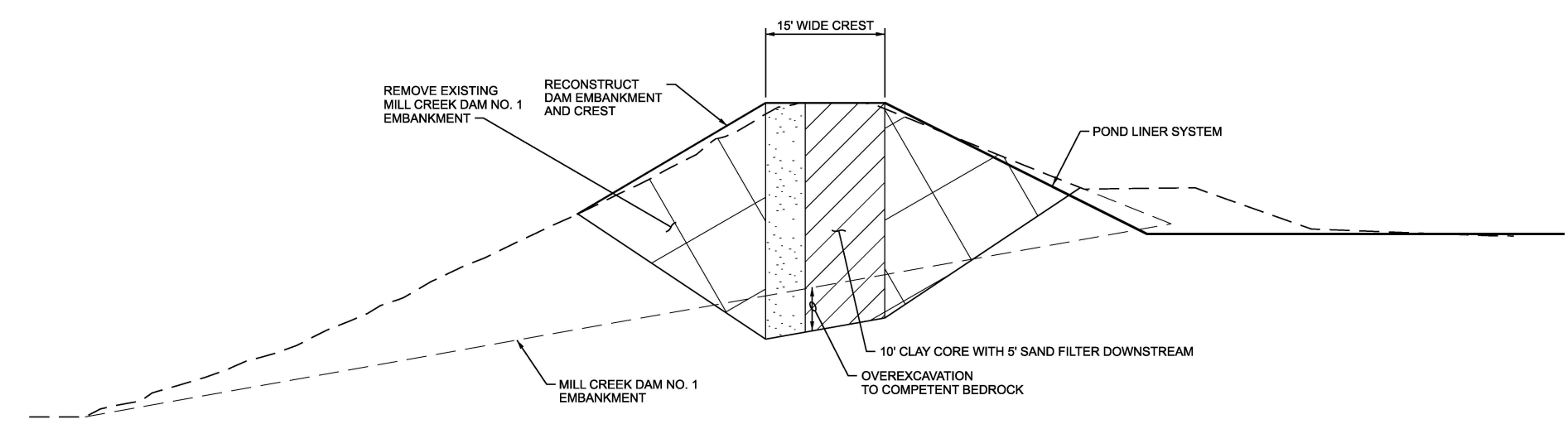
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		T HOWARD	K BISHOP	B CHELONIS		A KELLOGG



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B SECTION
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050-C-2002



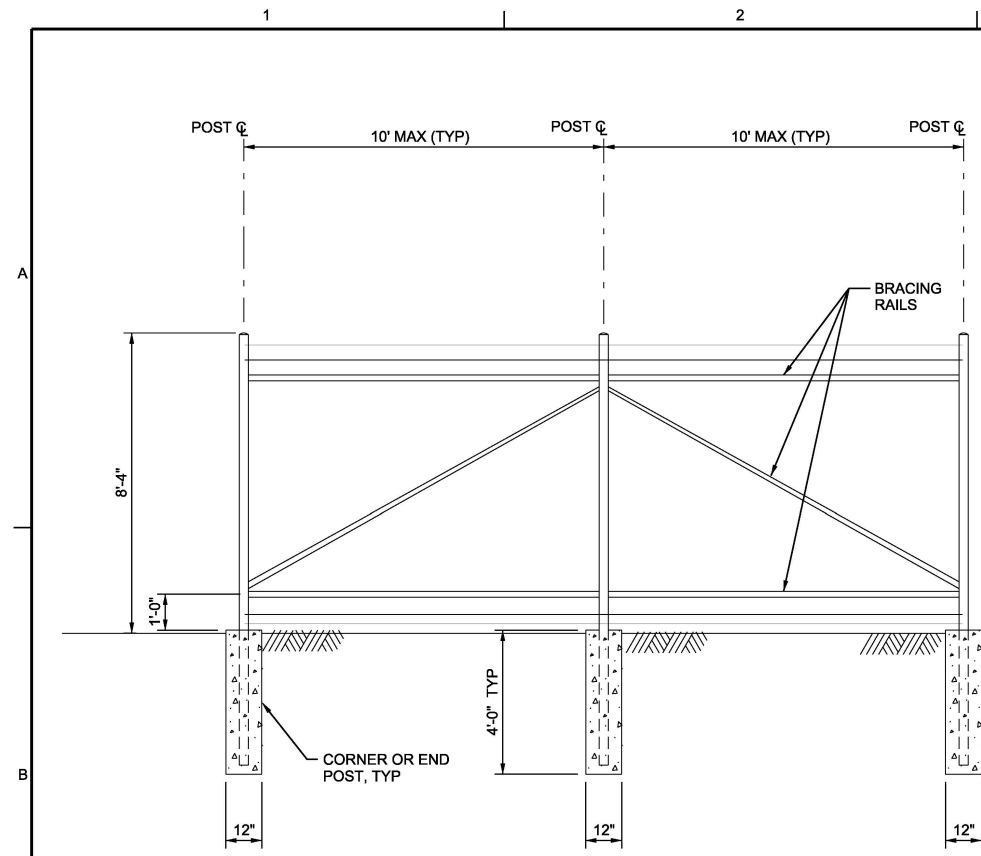
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NTS
050-C-2002



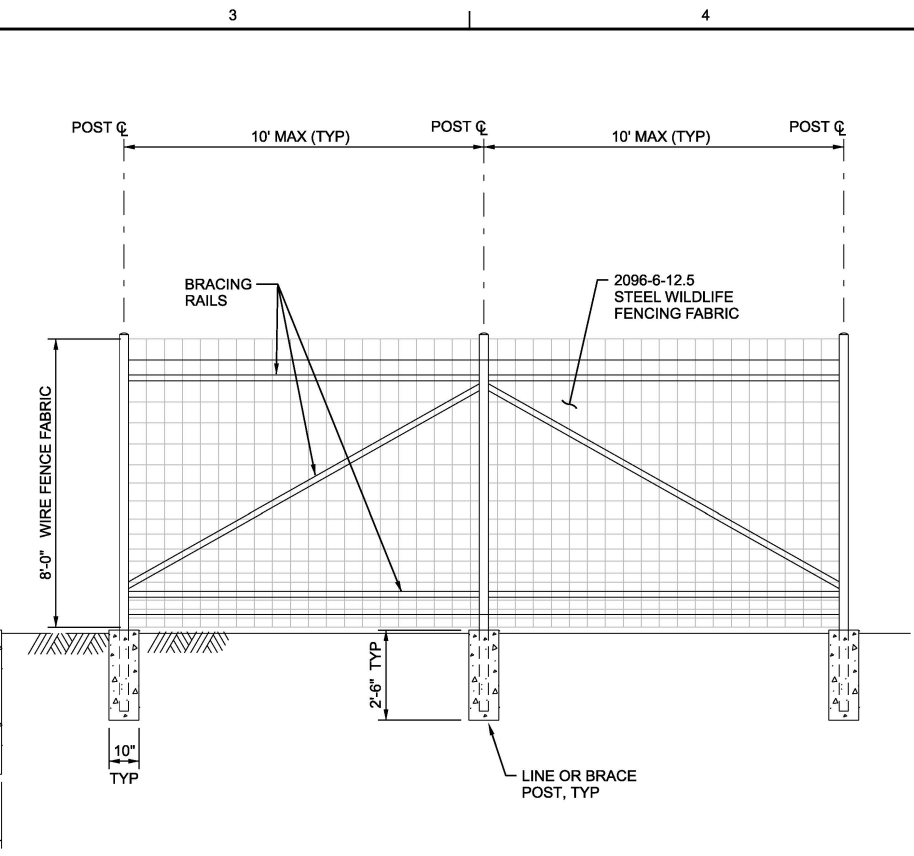
Jacobs
CIVIL
POND I GRADING SECTION & DETAILS
HDPE LINER OPTION

VERIFY SCALE	
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DWG	050-C-3001
SHEET	107 of

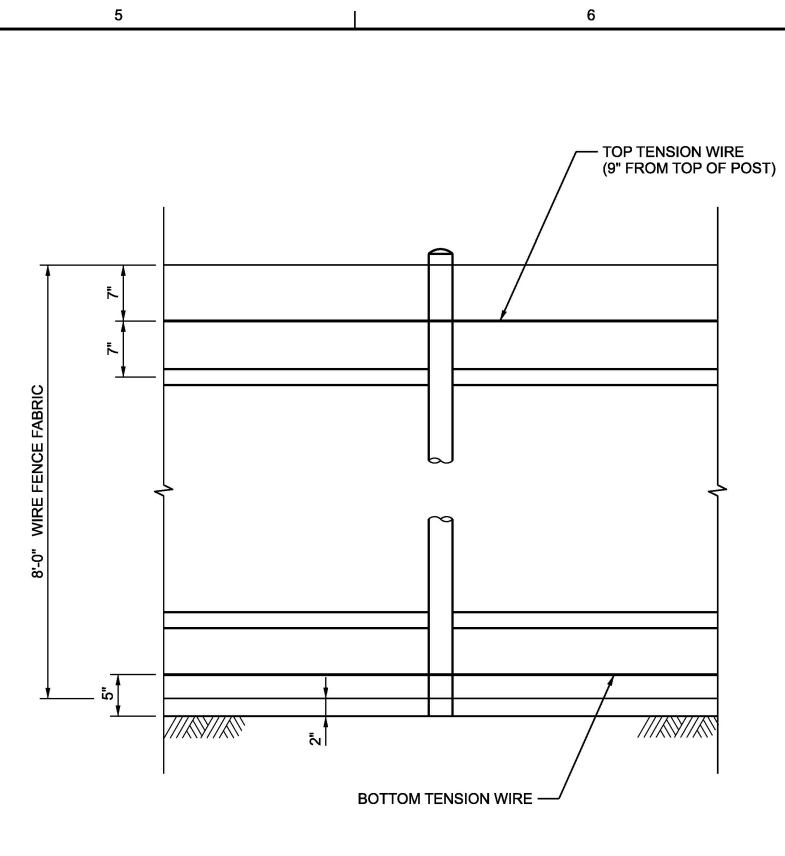
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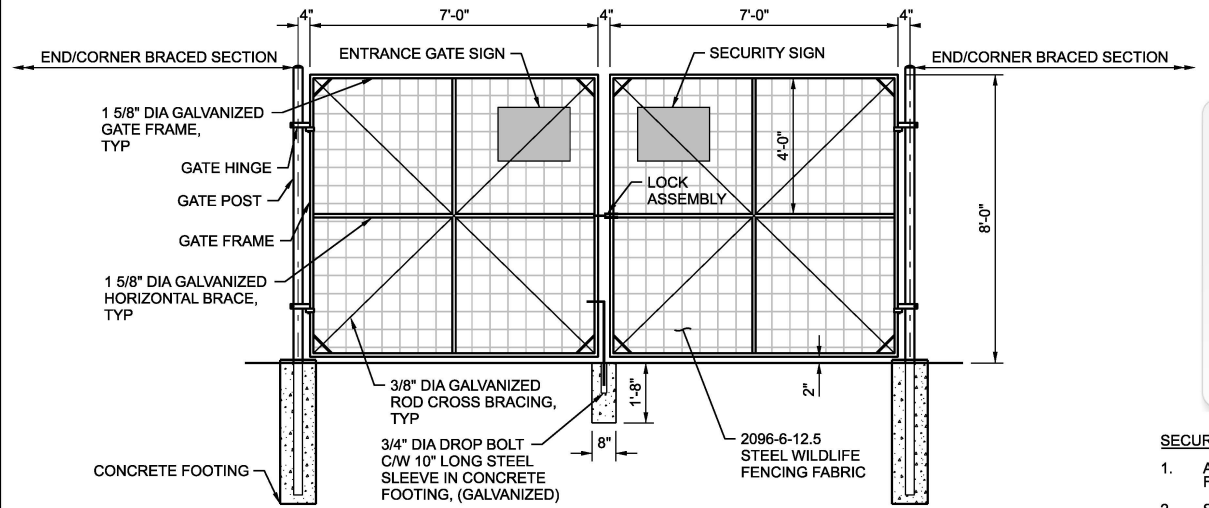
END/CORNER BRACED SECTION
3/8"=1'-0"



LINE BRACE SECTION
3/8"=1'-0"



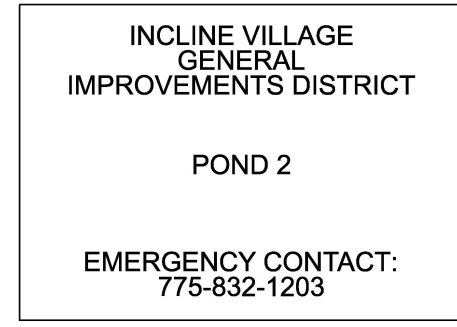
END/CORNER BRACED SECTION
3/8"=1'-0"



15' WILDLIFE GATE
3/8"=1'-0"

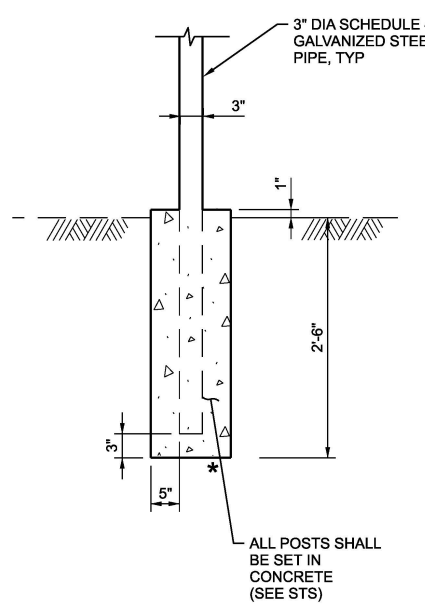


- SECURITY SIGNING**
1. ATTACH 18" X 24" ALUMINUM SECURITY SIGNING TO WILDLIFE FENCE. MESSAGE: AS SHOWN.
 2. SIGNING TO BE EVENLY SPACED AT INTERVALS NOT TO EXCEED 300-FOOT SPACING. SIGNING TO FACE AWAY FROM POND.
 3. INSTALL SECURITY SIGN TO GATE.

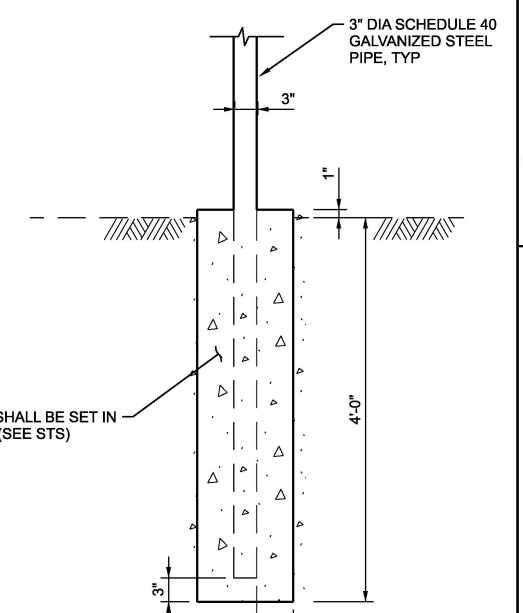


- ENTRANCE GATE SIGN**
1. SECURE 18" X 24" ALUMINUM ENTRANCE GATE SIGN TO GATE. MESSAGE AS SHOWN.

8-FOOT WILDLIFE FENCE

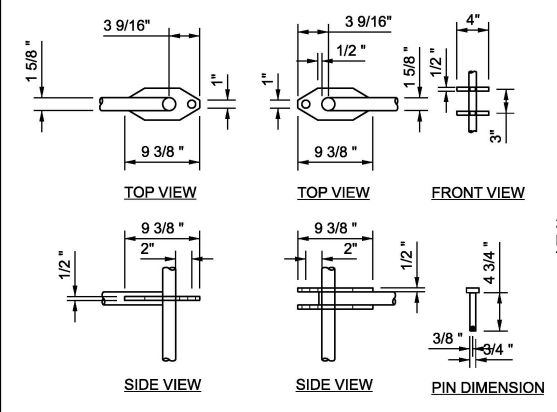


LINE & BRACE POSTS
1"=1'-0"

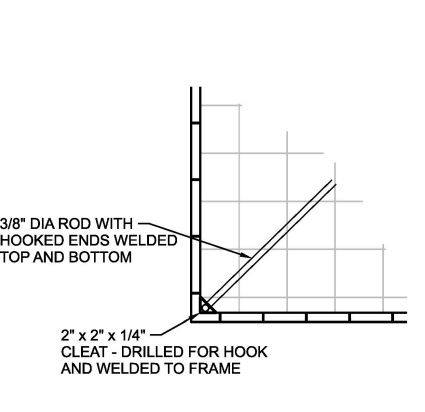


CORNER & END POSTS
1"=1'-0"

* OVERSIZED HOLES SHALL BE COMPLETELY BACKFILLED WITH CONCRETE OR WELL TAMPED GRAVEL AROUND CONCRETE FOOTING.



LOCK MECHANISM DETAIL
1"=1'-0"



DIAGONAL BRACE CLEAT DETAIL
1"=1'-0"

REGISTERED PROFESSIONAL ENGINEER
TRAVIS J. HOWARD
CIVIL
LICENSE NO. 021924
STATE OF NEVADA
NOT FOR CONSTRUCTION

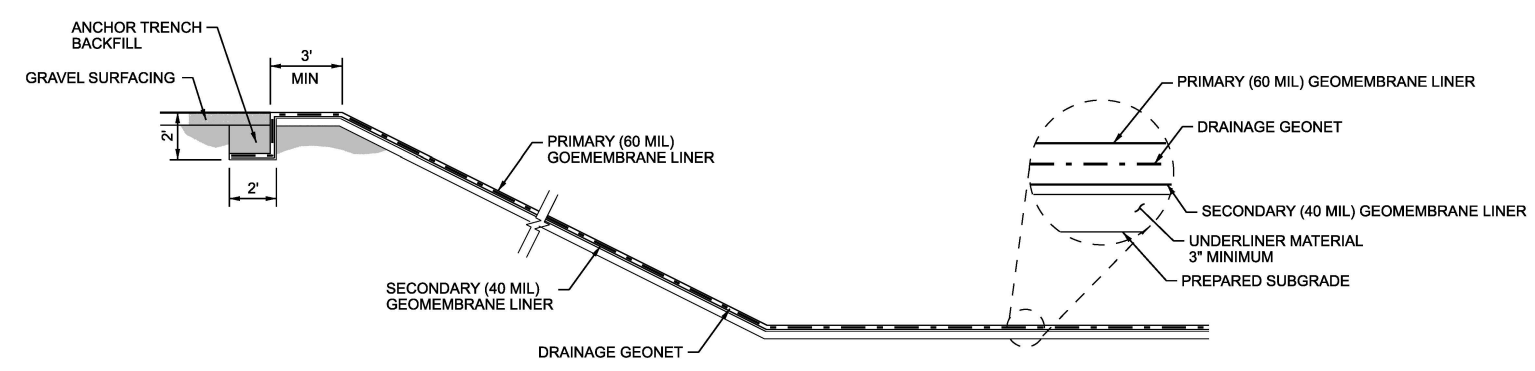
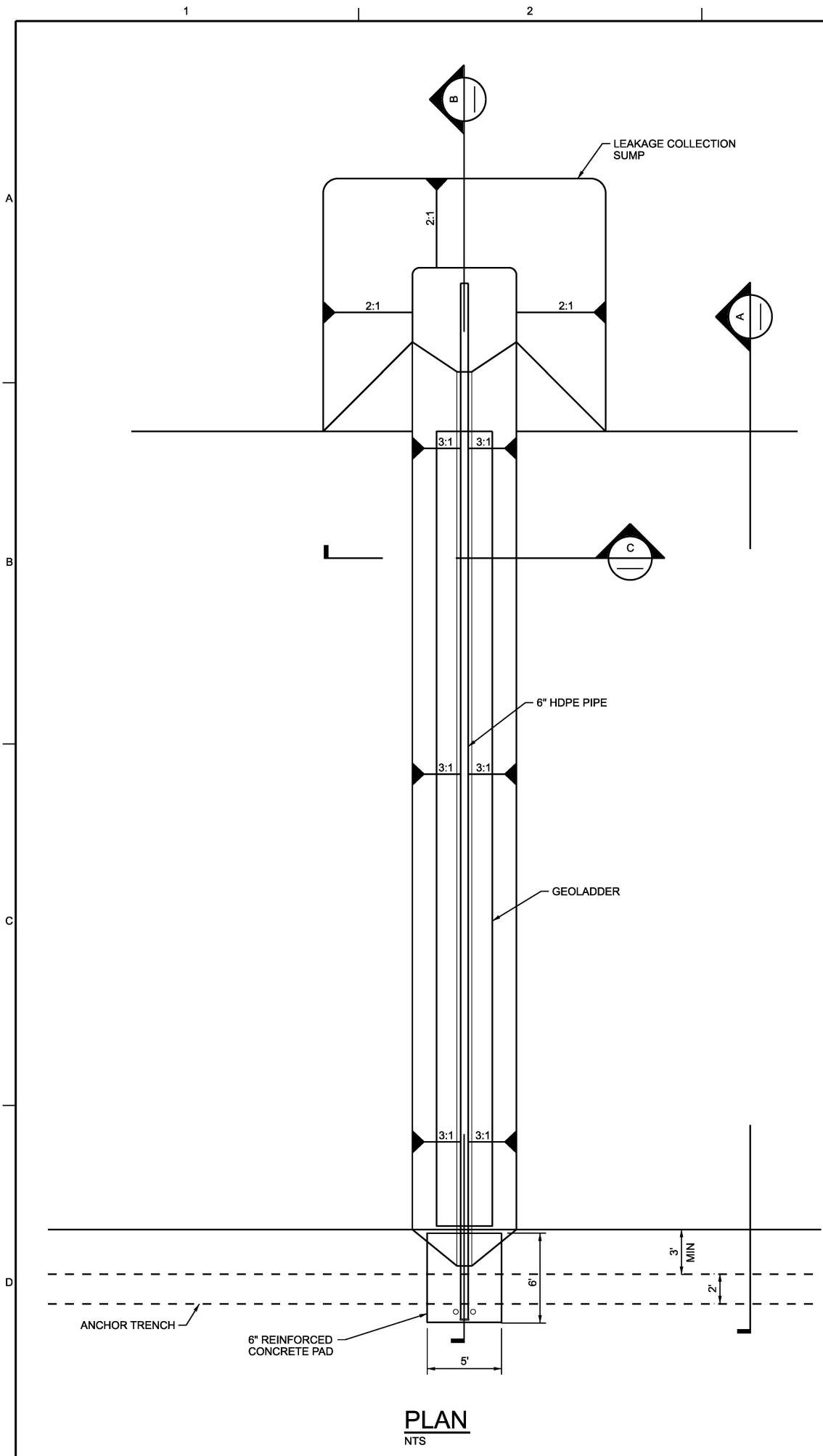
NO.	DATE	DR	CHK	REVISION	BY



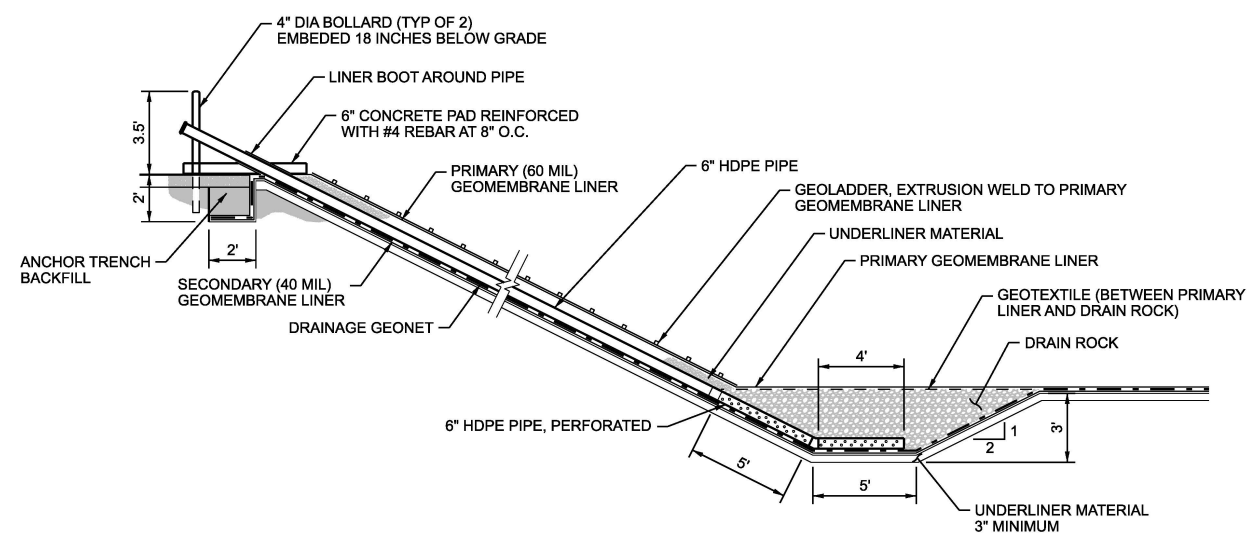
Jacobs
CIVIL
WILDLIFE FENCE DETAIL

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.

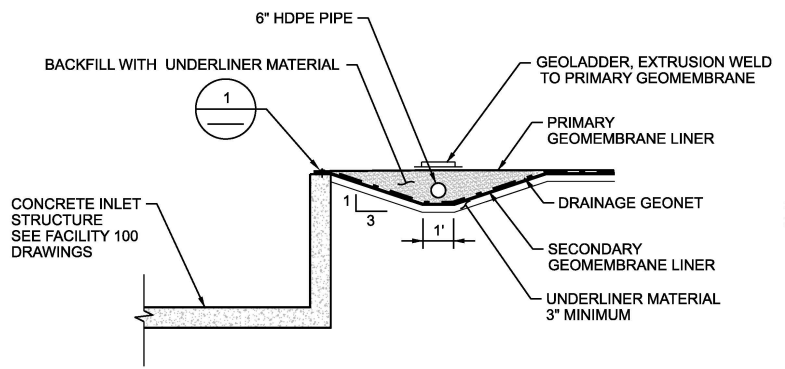
DATE	MAY 2022
PROJ	W8Y12900
DWG	050-C-5001
SHEET	108 of



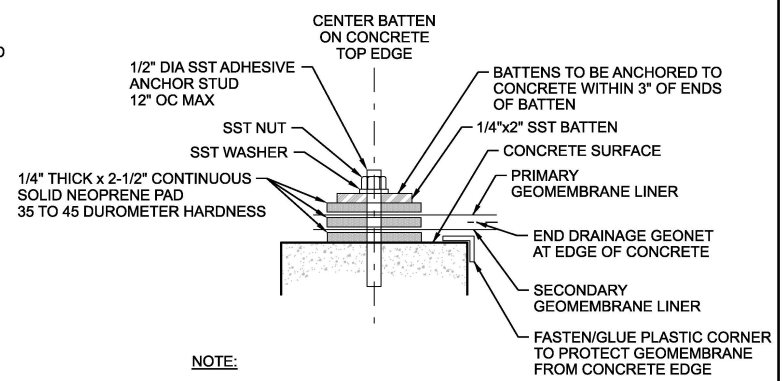
A SECTION
NTS



B SECTION
NTS



C SECTION
NTS



1 DETAIL
NTS

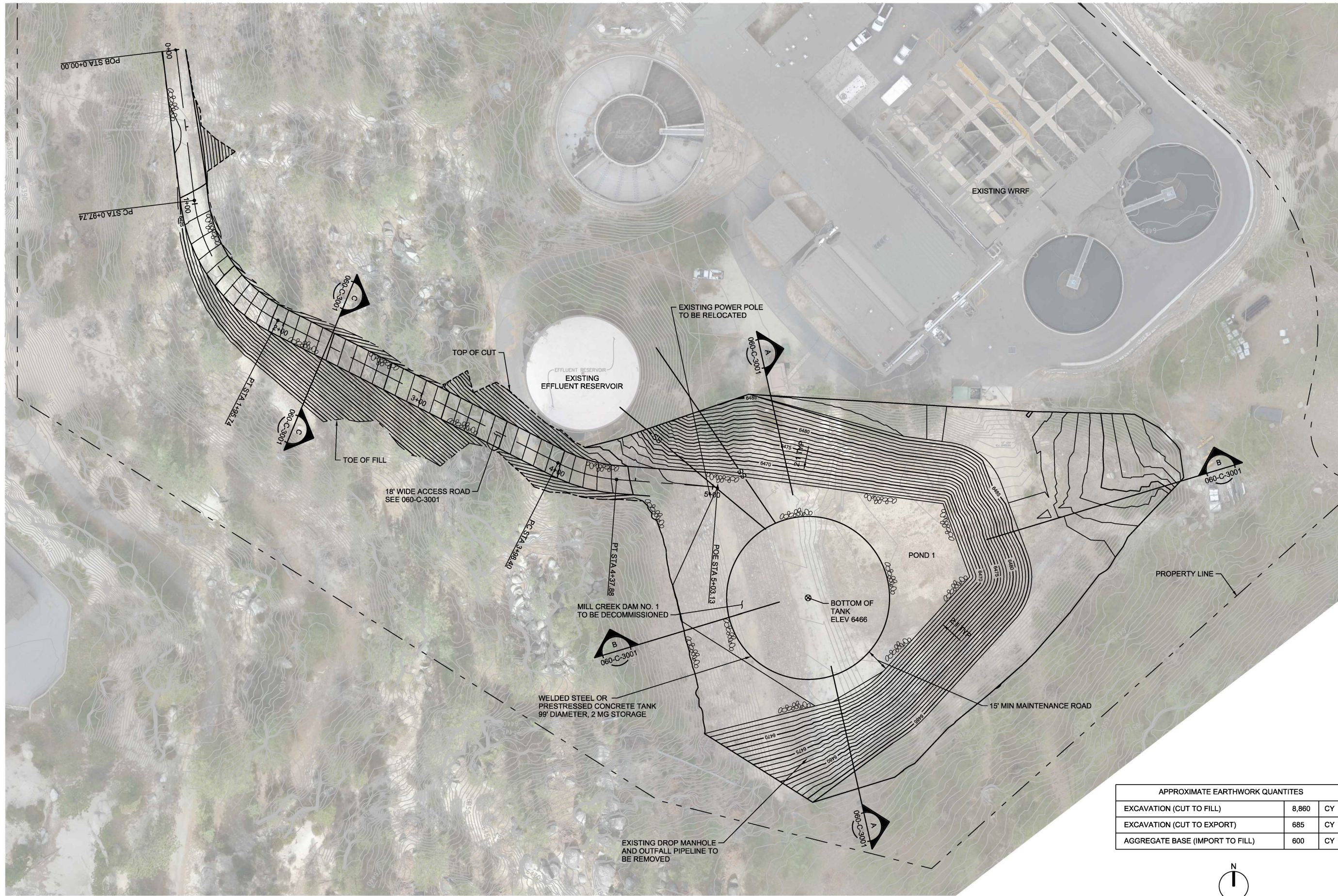
NOTE:
1. LIMIT COMPRESSION OF NEOPRENE PAD TO 10 - 15 PERCENT TOTAL THICKNESS.



Jacobs
CIVIL
POND 1
HDPE LINER DETAILS

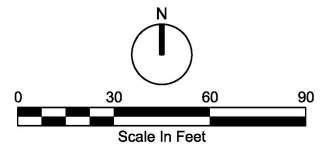
DATE	MAY 2022
PROJ	W8Y12900
DWG	050-C-5002
SHEET	109 of


60% DESIGN - NOT FOR CONSTRUCTION

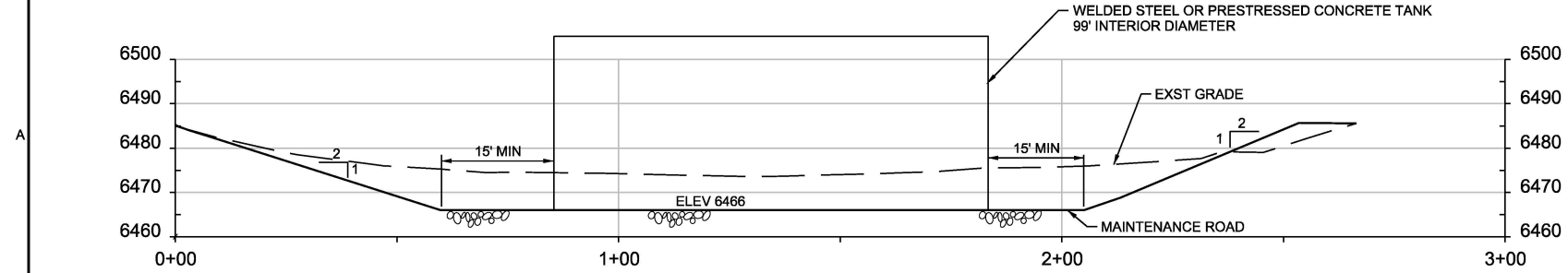


PLAN
1"=30'

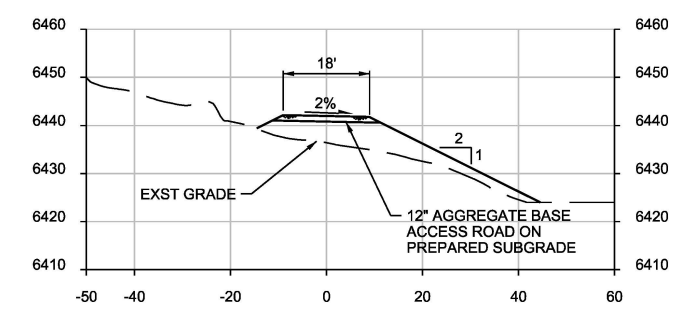
APPROXIMATE EARTHWORK QUANTITIES		
EXCAVATION (CUT TO FILL)	8,860	CY
EXCAVATION (CUT TO EXPORT)	685	CY
AGGREGATE BASE (IMPORT TO FILL)	600	CY



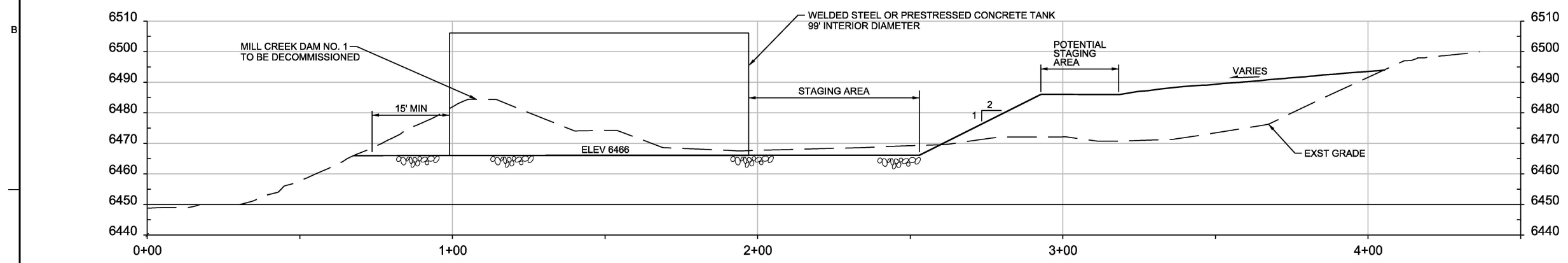
 CIVIL			POND 1 GRADING PLAN STORAGE TANK OPTION		
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT ONE DISTRICT - ONE TEAM EFFLUENT EXPORT POND LINING PROJECT					
DATE	MAY 2022	DR	T HOWARD	APVD	A KELLOGG
PROJ	W8Y12900	NO.	DATE	REVISION	BY APVD
DWG	060-C-2002	DIGN		CHK	B CHELONIS
SHEET	110 of 110				
REVISE OF DOCUMENTS: THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF JACOBS AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF JACOBS. © JACOBS 2020. ALL RIGHTS RESERVED.					



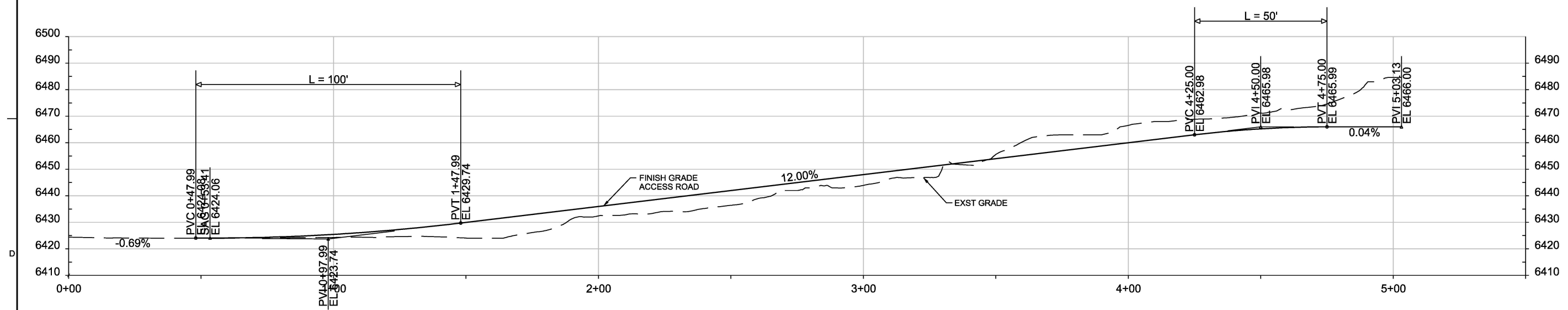
A SECTION
1"=20'
060-C-2002



C SECTION
1"=20'
060-C-2002



B SECTION
1"=20'
060-C-2002



PROFILE
1"=20'
060-C-2002

INCLINE VILLAGE
GENERAL IMPROVEMENT DISTRICT
ONE DISTRICT - ONE TEAM
EFFLUENT EXPORT POND LINING PROJECT

Jacobs CIVIL
POND 1 GRADING SECTION & DETAILS
STORAGE TANK OPTION

VERIFY SCALE	BAR IS ONE INCH ON ORIGINAL DRAWING.
DATE	MAY 2022
PROJ	W8Y12900
DWG	050-C-3001
SHEET	11 of

60% DESIGN - NOT FOR CONSTRUCTION

Criteria	IVGID Pond 1 Effluent Storage Alternatives		
	Prestressed Concrete Tank	Welded Steel Tank	HDPE Liner System
Total Cost	\$6.8 M	\$8.0 M	\$8.5 M
Health & Safety Element	Limited, lockable access locations. Dam removed	Limited, lockable access locations. Dam removed	Open water risk. Dam failure risk. 825LF perimeter fence. Continued Regulatory Agency annual safety inspections.
Mill Creek Dam No. 1 Impact	Dam Decommissioning Application. Hydrologic Investigation/report.	Dam Decommissioning Application. Hydrologic Investigation/report.	Dam investigation, analysis, design and anticipated reconstruction. Hydrologic investigation/report.
Plant Integration	Daily, full integration option available.	Daily, full integration option available.	Limited plant integration, emergency storage event only. RETREATMENT of pond-stored effluent required.
Future Opportunities	Opportunity for plant expansion. Continued decant facility* use.	Opportunity for plant expansion. Continued decant facility* use.	Reduces available land area suitable for future WRRF expansion. Decant facility* relocation required.
Lifetime Maintenance/Cost Implication	Very limited, anticipate inspection only.	Lifetime inspection & known maintenance schedule required. Mandatory coating replacements.	Full replacement after 25-30 years. Ongoing perimeter fencing/signage maintenance.
Constructability (Availability of Materials)	Local Material Suppliers. Established CMAR relationships.	Future supply chain unknown.	Future supply chain unknown.
Environmental Permitting	TRPA - tree removal & scenic assesment required. County/NDEP Grading/Special Use Permit	TRPA - tree removal & scenic assesment required. County/NDEP Grading/Special Use Permit	TRPA -Significant Coverage implications to Pond 1 assumed (coordination with TRPA ongoing).
External Funding	Army Corp Funding available	Army Corp Funding available	Army Corp Funding available
Construction Schedule	160 Days	185 Days	95 Days

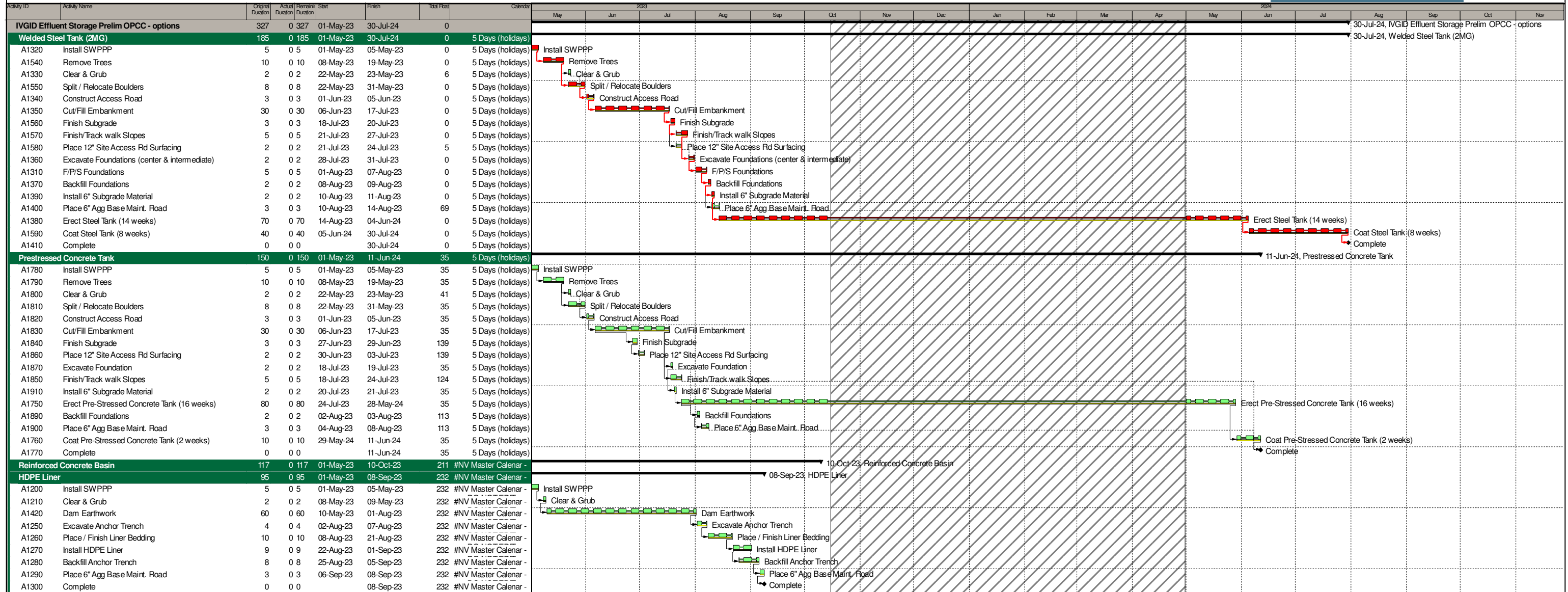
Overall Recommendation	Prestressed Concrete Tank	Welded Steel Tank	HDPE Liner System
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Assessed Criteria Consequence Rating	Lower
	Medium
	Higher
	Maximum

* - Decant facility located in Pond 1; regular use by IVGID PW Pipeline/Operations dept. for Vacuum Truck aggregate disposal



IVGID CMAR - Effluent Storage Options
30% OPCC's (06.01.22)



- Remaining Level of Effort
- Actual Level of Effort
- Primary Baseline
- Second Baseline
- Third Baseline
- Actual Work
- Remaining Work
- Critical Remaining Work
- Milestone
- Summary

IVGID Effluent Export Pond Lining

Effluent Storage Alternatives—Final Recommendation

Board of Trustees meeting—June 8, 2022

IVGID Effluent Export Pond Lining



Pond 1 Permanent Effluent Storage Alternatives

- IVGID must provide a permanent effluent storage option to meet operating permit requirements
- Preliminary Design and Estimates presented for 4 Alternatives in March 2022
 - Reinforced Concrete Basin alternative eliminated
- 30% Design Advancement:
 - HDPE Liner System
 - Welded Steel Tank
 - Prestressed Concrete Tank

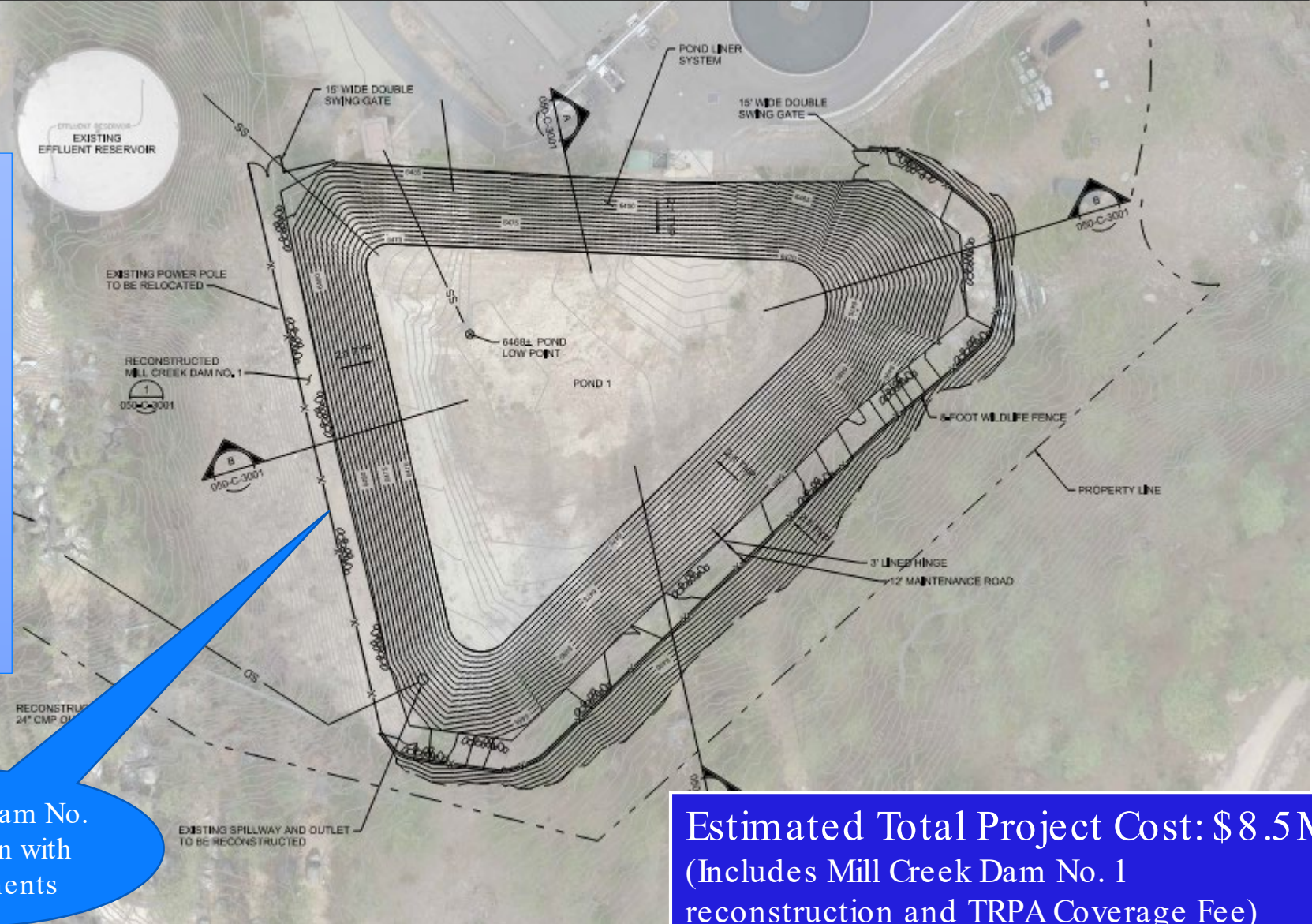
Alternatives 30% Design Development

- Agency Meeting with NDEP, NV DWR held on 4/20/22
 - NDEP will accept either pond liner system or enclosed tank system for operating permit
 - NV DWR will require dam application for any improvements proposed within Pond 1
 - NV DWR recommended decommissioning of Mill Creek Dam No. 1 in lieu of dam application
- Advancement of Enclosed Tank Site Grading
 - Development of access road from northwest to avoid construction traffic through the plant.
 - Opportunity for earthwork balance with access road construction and site grading within the existing pond footprint
- Continued communication with tank manufacturer's and advanced input on construction methods, schedule and estimate.

HDPE Liner System– 30% Design

- Shortest Construction Duration
- Earthwork export required
- Meets NDEP requirements
- Stored effluent may be retreated prior to discharge
- Assumed liner design life of 20-30 years
- TRPA Coverage Fee assumed
- NV DWR dam application required

Mill Creek Dam No. 1 to Remain with improvements

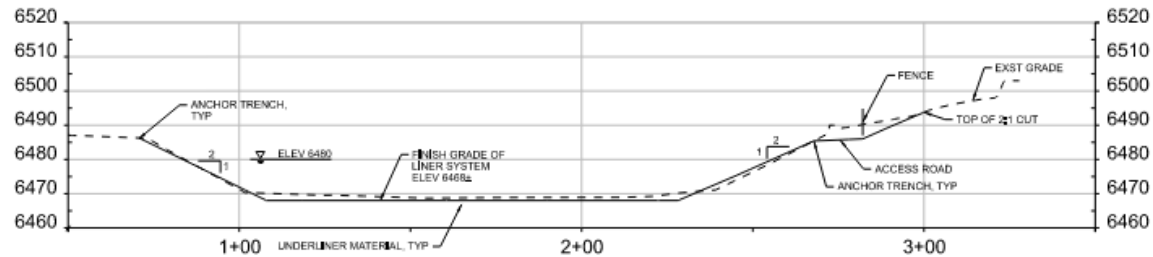


Estimated Total Project Cost: \$8.5M
(Includes Mill Creek Dam No. 1 reconstruction and TRPA Coverage Fee)

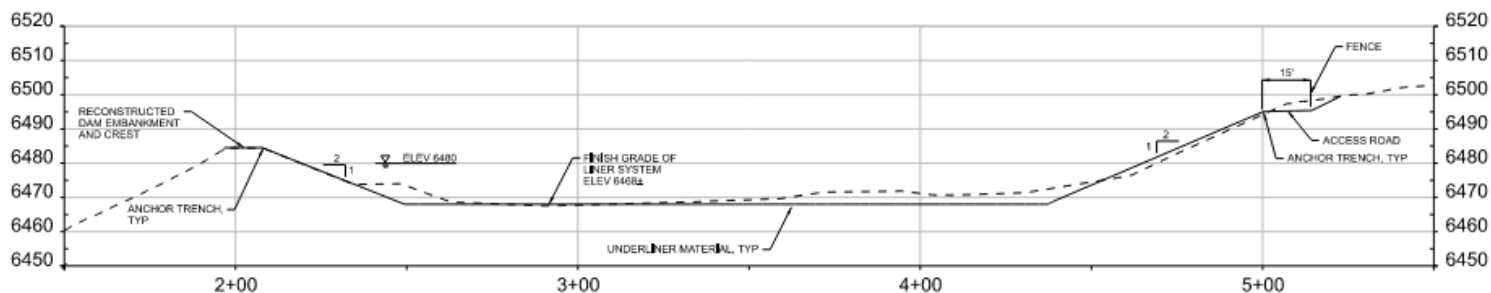
HDPE Liner– Mill Creek Dam No. 1

- ❑ Mill Creek Dam No. 1 is a high hazard dam built prior to Division of Dam oversight
- ❑ As-builts indicate dam to be sub-standard with reconstruction required
- ❑ Extensive earthwork export and material import required for upgrade

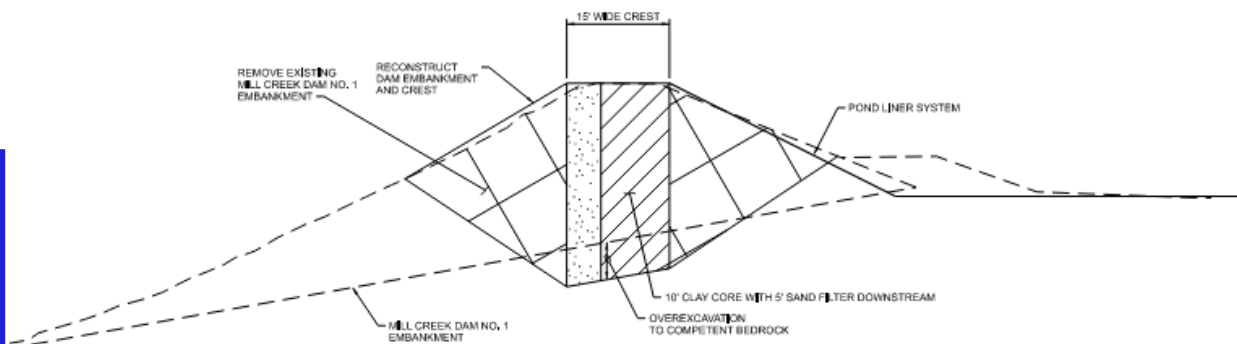
Estimated Mill Creek Dam No. 1 Cost (Design and Construction): \$2.1 M (25% of total project cost)



(A) SECTION
1"=20'
050-C-2002



(B) SECTION
1"=20'
050-C-2002



(1) DETAIL - MILL CREEK DAM NO. 1
NTS
050-C-2002

Enclosed Storage Tank

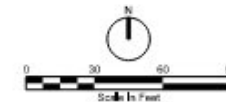
18' Wide Access Road

Earthwork balance for future site expansion

Mill Creek Dam No. 1 Removed

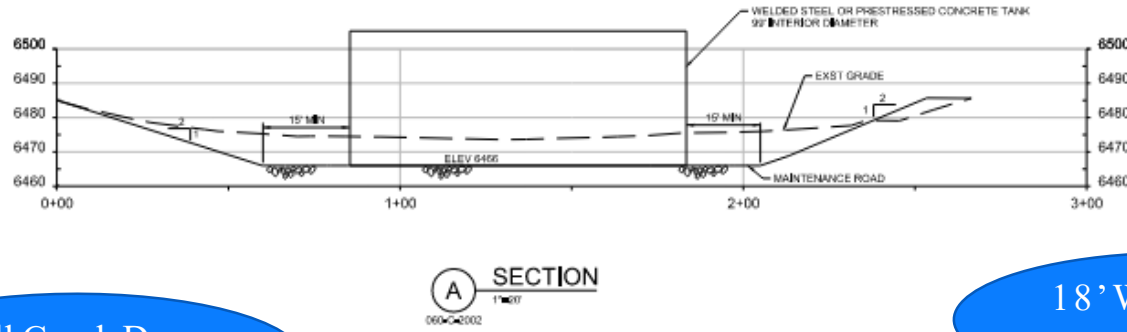
Proposed site grading accommodates:
 Welded Steel Tank
or
 Prestressed Concrete Tank

PLAN
1"=30'

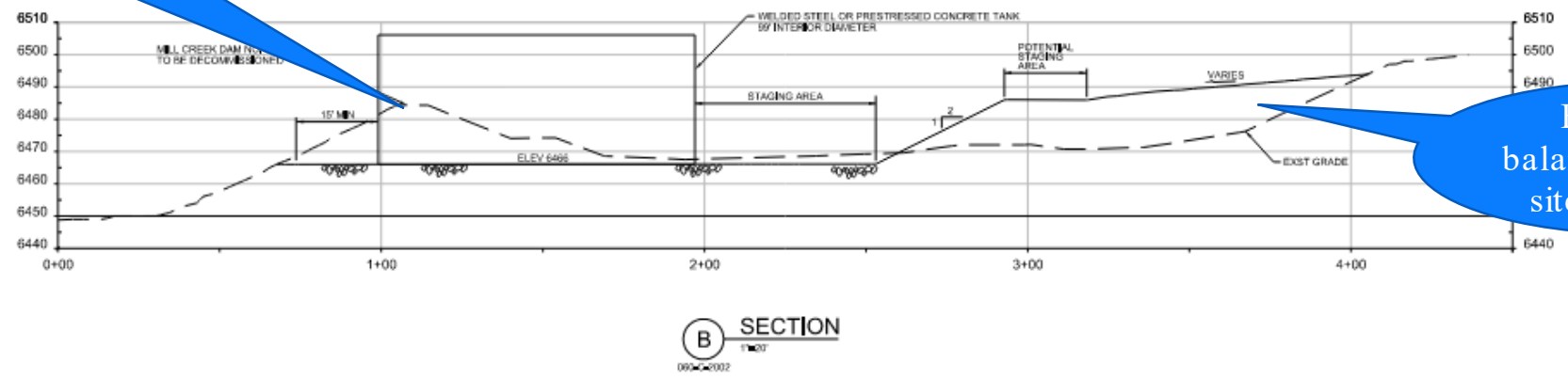
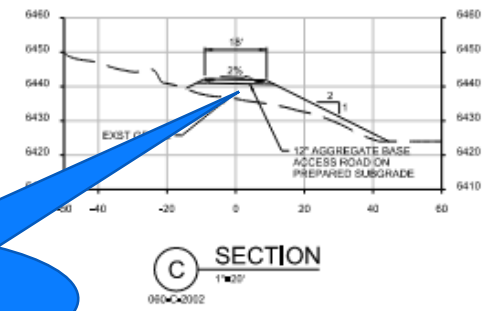


Enclosed Storage Tank

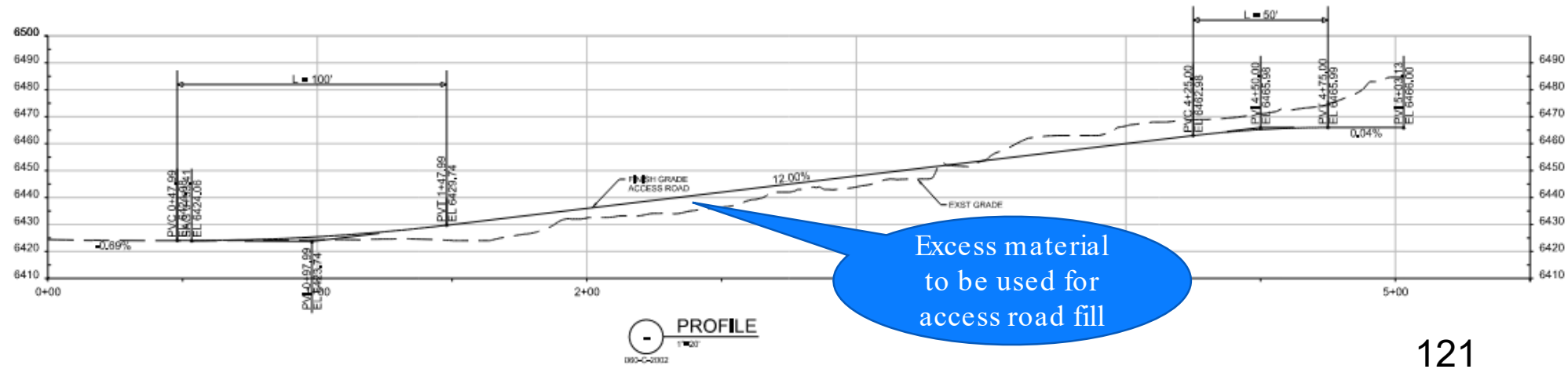
Mill Creek Dam No. 1 Removed



18' Wide Access Road



Earthwork balance for future site expansion



Excess material to be used for access road fill

Welded Steel Tank

- Familiar effluent storage system (steel tank)
- Closed system, no re-treatment of effluent required
- Mill Creek Dam No. 1 decommissioned
- Earthwork balance opportunity
- Lifetime maintenance required
- Highest material cost (steel tank)

Estimated Total Project Cost: \$8.0M

Prestressed Concrete Tank

- Closed system, no re-treatment of effluent required
- Mill Creek Dam No. 1 decommissioned
- Ability to partially bury tank
- Earthwork balance opportunity
- Minimal lifetime maintenance

Estimated Total Project Cost: \$6.8M

Effluent Storage Alternative Comparison

Criteria	Prestressed Concrete Tank	Welded Steel Tank	HDPE Liner System
Total Cost	\$6,801,871	\$8,015,395	\$8,546,851
Health & Safety Element	Limited, lockable access locations. Dam removed	Limited, lockable access locations. Dam removed	Open water risk. Dam failure risk. 825LF perimeter fence. Continued Regulatory Agency annual safety inspections.
Mill Creek Dam No. 1 Impact	Dam Decommissioning Application. Hydrologic Investigation/report.	Dam Decommissioning Application. Hydrologic Investigation/report.	Dam investigation, analysis, design and anticipated reconstruction. Hydrologic investigation/report.
Plant Integration	Daily, full integration option available.	Daily, full integration option available.	Limited plant integration, emergency storage event only. Retreatment of pond-stored effluent may be required.
Future Opportunities	Opportunity for plant expansion. Continued decant facility use.	Opportunity for plant expansion. Continued decant facility use.	Reduces available land area suitable for future WRRF expansion. Decant facility relocation required.
Lifetime Maintenance/Cost Implication	Very limited, anticipate inspection only.	Lifetime inspection & known maintenance schedule required. Mandatory coating replacements.	Full replacement after 20-30 years. Ongoing perimeter fencing/signage maintenance.
Constructability (Availability of Materials)	Local Material Suppliers. Established CMAR relationships.	Future supply chain unknown.	Future supply chain unknown.
Environmental Permitting	TRPA - tree removal & scenic assessment required. County/NDEP Grading/Special Use Permit	TRPA - tree removal & scenic assessment required. County/NDEP Grading/Special Use Permit	TRPA – Significant Coverage implications to Pond 1 currently assumed (coordination with TRPA ongoing).
External Funding	Potential Army Corp Funding	Potential Army Corp Funding	Potential Army Corp Funding
Construction Schedule	160 Days	185 Days	95 Days

Effluent Storage Alternative Comparison

Assessed Criteria Consequence Rating	Lower
	Medium
	Higher
	Maximum

Overall Recommendation	Prestressed Concrete Tank	Welded Steel Tank	HDPE Liner System
Estimated Total Project Cost	\$6.8 M	\$8.0 M	\$8.5 M

Next Steps

Pond 1 Effluent Export Storage

- Jacobs to provide scope and fee amendment for Pond 1- Final Design for Board approval at June 29th meeting.
- Jacobs to develop and deliver 60%, 90% and Final Design documents for Granite and IVGID review.
- Jacobs to complete NV DWR dam decommissioning per NAC 535.220
- Granite to prequalify potential subcontractors per the CMAR process and procure competitive bid for 2MG prestressed concrete effluent storage tank.
- IVGID to progress:
 - Environmental documents
 - US Army Corps Funding agreement
 - TRPA coverage evaluations



Thank You

DRAFT 30% Opinion Of Probable Construction Cost (OPCC)				
Project	IVGID Effluent Pond Lining Project		<i>Computed</i>	Jacobs/Granite
Subject	DRAFT Preliminary - Opinion Of Probable Construction Cost (OPCC)		<i>Date</i>	6/1/2022
Task	Pre-Design Cost Estimate - Welded Steel Tank		<i>Reviewed</i>	
	QUANTITY	UNITS	UNIT PRICE	TOTAL COST
GENERAL REQUIREMENTS				
Mobilization/Demobilization and General Conditions	1.00	LS	\$ 678,236.00	\$ 678,236.00
Insurance and Bonds	1.00	LS	\$ 22,939.00	\$ 22,939.00
SUBTOTAL				\$ 701,175.00
Pond Earthwork				
Clear & Grub	2.00	AC	\$ 54,500.00	\$ 109,000.00
Remove Trees	50.00	EA	\$ 1,550.00	\$ 77,500.00
Site Access Road	500.00	LF	\$ 100.00	\$ 50,000.00
Excavation (Export)	685.00	CY	\$ 93.00	\$ 63,705.00
Embankment (Cut To Fill)	8,860.00	CY	\$ 21.00	\$ 186,060.00
Subgrade Material (6" Under Tank)	140.00	CY	\$ 211.00	\$ 29,540.00
Maintenance Road Surfacing (6" Aggregate Base)	300.00	CY	\$ 176.00	\$ 52,800.00
Site Access Road Surfacing (12" Aggregate Base)	310.00	CY	\$ 126.00	\$ 39,060.00
SUBTOTAL				\$ 607,665.00
Effluent Storage				
Concrete Perimeter Foundation (Earthwork/Conc)	44.00	CY	\$ 800.00	\$ 35,200.00
Concrete Column Footings (9 total)	26.00	CY	\$ 907.00	\$ 23,582.00
Welded Steel Tank (99' Diameter, 39' Height) 2MG	1.00	EACH	\$ 2,812,000.00	\$ 2,812,000.00
16" Effluent Piping	300.00	LF	\$ 542.00	\$ 162,600.00
Tee Into Existing Pipeline/Valving	1.00	LS	\$ 52,100.00	\$ 52,100.00
SCADA System	1.00	LS	\$ 80,000.00	\$ 80,000.00
SUBTOTAL				\$ 3,165,482.00
Subtotal 1				\$4,474,322
Contractor Overhead and Profit (14% of Subtotal 1)				\$626,405
Subtotal 2				\$5,100,727
Construction Contingencies (15% of Subtotal 1)				\$ 671,148.30
Design				\$ 400,000.00
Administrative Costs				\$ 250,000.00
Construction Management				\$ 200,000.00
Environmental Documentation and Permitting				\$ 100,000.00
Subtotal 3				\$ 1,621,148.30
TRPA Coverage Fee (\$40/SF)				\$ 1,293,520.00
TOTAL ESTIMATED PROJECT CONSTRUCTION COST				\$ 6,721,875.38
TOTAL ESTIMATED PROJECT COST				\$ 8,015,395.38

DRAFT 30% Opinion Of Probable Construction Cost (OPCC)				
<i>Project</i>	IVGID Effluent Pond Lining Project			<i>Computed</i> Jacobs/Granite
<i>Subject</i>	DRAFT Preliminary - Opinion Of Probable Construction Cost (OPCC)			<i>Date</i> 6/1/2022
<i>Task</i>	Pre-Design Cost Estimate - Pre-stressed Concrete Tank			<i>Reviewed</i>
	QUANTITY	UNITS	UNIT PRICE	TOTAL COST
GENERAL REQUIREMENTS				
Mobilization/Demobilization and General Condtions	1.00	LS	\$ 669,695.00	\$ 669,695.00
Insurance and Bonds	1.00	LS	\$ 17,068.00	\$ 17,068.00
SUBTOTAL				\$ 686,763.00
Pond Earthwork				
Clear & Grub	2.00	AC	\$ 54,500.00	\$ 109,000.00
Remove Trees	50.00	EACH	\$ 1,550.00	\$ 77,500.00
Site Access Road	500.00	LF	\$ 100.00	\$ 50,000.00
Excavation (Export)	685.00	CY	\$ 93.00	\$ 63,705.00
Embankment (Cut To Fill)	8,860.00	CY	\$ 21.55	\$ 190,933.00
Subgrade Material (6" Under Tank)	160.00	CY	\$ 211.00	\$ 33,760.00
Maintenance Road Surfacing (6" Aggregate Base)	285.00	CY	\$ 176.00	\$ 50,160.00
Site Access Road Surfacing (12" Aggregate Base)	310.00	CY	\$ 126.00	\$ 39,060.00
SUBTOTAL				\$ 614,118.00
Effluent Storage				
Concrete Perimeter Foundation (Earthwork Only)	75.00	CY	\$ 107.00	\$ 8,025.00
Prestressed Concrete Tank (99' Dia, 37' Height) 2MG	1.00	EACH	\$ 1,830,000.00	\$ 1,830,000.00
Exterior Coatings / Aethetics	1.00	LS	\$ 100,000.00	\$ 100,000.00
16" Effluent Piping (Gravity)	300.00	LF	\$ 542.00	\$ 162,600.00
Tee Into Existing Pipeline/Valving	1.00	LS	\$ 52,100.00	\$ 52,100.00
SCADA System	1.00	LS	\$ 80,000.00	\$ 80,000.00
SUBTOTAL				\$ 2,232,725.00
Subtotal 1				\$3,533,606.00
Contractor Overhead and Profit (14% of Subtotal 1)				\$494,705
Subtotal 2				\$4,028,310.84
Construction Contingencies (15% of Subtotal 1)				\$ 530,040.90
Design				\$ 400,000.00
Administrative Costs				\$ 250,000.00
Construction Management				\$ 200,000.00
Environmental Documentation and Permitting				\$ 100,000.00
Subtotal 3				\$ 1,480,040.90
TRPA Coverage Fee (\$40/SF)				\$ 1,293,520.00
TOTAL ESTIMATED PROJECT CONSTRUCTION COST				\$ 5,508,351.74
TOTAL ESTIMATED PROJECT COST				\$ 6,801,871.74

DRAFT 30% Opinion Of Probable Construction Cost (OPCC)

<i>Project</i>	IVGID Effluent Pond Lining Project	<i>Computed</i>	Jacobs/Granite
<i>Subject</i>	DRAFT Preliminary - Opinion Of Probable Construction Cost (OPCC)	<i>Date</i>	6/1/2022
<i>Task</i>	Pre-Design Cost Estimate - HDPE Pond Liner	<i>Reviewed</i>	
	QUANTITY	UNITS	UNIT PRICE
			TOTAL COST
GENERAL REQUIREMENTS			
Mobilization/Demobilization and General Conditions	1.00	LS	\$ 594,012.00
Insurance and Bonds	1.00	LS	\$ 19,651.00
SUBTOTAL			\$ 613,663.00
Pond Earthwork			
Clear & Grub	1.60	AC	\$ 53,750.00
Maintenance Access Road	825.00	LF	\$ 39.00
Pond Re-Grading	500.00	CY	\$ 79.65
Excavation (Export)	3,800.00	CY	\$ 93.00
Liner Bedding	500.00	CY	\$ 200.00
Maintenance Road Surfacing (6" Aggregate Base)	230.00	CY	\$ 170.00
SUBTOTAL			\$ 650,500.00
Mill Creek Dam No. 1 Improvement			
Embankment Removal (Export)	2,800.00	CY	\$ 93.00
Over Excavation	1,100.00	CY	\$ 190.00
Clay Core (Import)	2,600.00	CY	\$ 323.00
Sand Filter (Import)	1,300.00	CY	\$ 151.00
Dam Embankment (Remove & Replace)	5,800.00	CY	\$ 34.50
Dam Outlet (24" CMP)	200.00	LF	\$ 160.00
SUBTOTAL			\$ 1,737,600.00
Effluent Storage			
Install Pond Liner	61,000.00	SF	\$ 6.30
16" Effluent Piping	250.00	LF	\$ 542.00
Tee Into Existing Pipeline/Valving	1.00	LS	\$ 52,100.00
Pond Outfall and Piping	110.00	LF	\$ 620.00
SUBTOTAL			\$ 640,100.00
Pond Security and Safety			
8' Wildlife Chainlink Fence	800.00	LF	\$ 200.00
8' - 12' Wide Double Swing Gate	2.00	EACH	\$ 15,000.00
Security Signage	4.00	EACH	\$ 300.00
SUBTOTAL			\$ 191,200.00
Subtotal 1			\$3,833,063
Contractor Overhead and Profit (14% of Subtotal 1)			\$536,629
Subtotal 2			\$4,369,692
Construction Contingencies (15% of Subtotal 1)			\$ 574,959.45
Design			\$ 200,000.00
Mill Creek Dam No. 1 Investigation, Analysis, Design, Review & Permitting			\$ 400,000.00
Administrative Costs			\$ 250,000.00
Construction Management			\$ 200,000.00
Environmental Documentation and Permitting			\$ 100,000.00
Subtotal 3			\$ 1,724,959.45
TRPA Coverage Fee (\$40/SF)			\$ 2,452,200.00
TOTAL ESTIMATED PROJECT CONSTRUCTION COST			\$ 6,094,651.27
TOTAL ESTIMATED PROJECT COST			\$ 8,546,851.29

MEMORANDUM

TO: Board of Trustees

FROM: Erin Feore
Director of Human Resources

Susan A. Herron
District Clerk

SUBJECT: Review, discuss, and conduct Incline Village General Improvement District's General Manager Indra S. Winqest Annual Performance Evaluation to include a possible salary increase

DATE: June 1, 2022

As outlined in a proposal provided on January 3, 2022 to the Board of Trustees by the Mathis Group and approved by the Board of Trustees on January 12, 2022, Dr. Bill Mathis conducted the performance evaluation process with each Trustee; attached are the performance evaluations. Dr. Mathis will be leading the review and discussion, if any, of the performance evaluations.

After discussion regarding the General Manager's Annual Performance Evaluation is completed, a motion will be needed from the Board of Trustees. The following motion, in some form, should be made:

The Incline Village General Improvement District's General Manager Indra S. Winqest has had his performance evaluation presented in public on June 8, 2022. The Board of Trustees moves to give the Incline Village General Improvement District's General Manager Indra S. Winqest an overall performance evaluation rating of **EITHER** needs improvement, satisfactory, or outstanding.

The following is the Nevada Revised Statutes reference under which the General Manager's performance evaluation falls:

NRS 241.031 Meeting to consider character, misconduct or competence of elected member of public body or certain public officers.

1. *Except as otherwise provided in subsection 2, a public body shall not hold a closed meeting to consider the character, alleged misconduct or professional competence of:*

- (a) *An elected member of a public body; or*
- (b) *A person who is an appointed public officer or who serves at the pleasure of a public body as a chief executive or administrative officer or in a comparable position, including, without limitation, a president of a university, state college or community college within Nevada System of Higher Education, a superintendent of a county school district, a county manager and a city manager.*

2. *The prohibition set forth in subsection 1 does not apply if the consideration of the character, alleged misconduct or professional competence of the person does not pertain to his or her role as an elected member of a public body or an appointed public officer or other officer described in paragraph (b) of subsection 1, as applicable.*

(Added to NRS by 1993, 2336; A 2005, 2245)

As a courtesy, below is a template for the motion to be made for a salary adjustment:

I move to increase the District General Manager's annual base salary for fiscal year 2022-2023 to be _____ which does not include the authorized COLA for this fiscal year.

As a point of reference, for 2020/2021, the Board of Trustees awarded the District General Manager a 3% merit increase.

The District General Manager's 2021/2022 base salary is \$206,700 and following is a table, with a small variety of potential percentage increases, that are provided as a courtesy:

2021-22 Contract Base Salary	Potential Increases	New 2022-23 Contract Base Salary	Actual Salary for 2022-23
\$206,700	1% increase would be \$2,067	\$208,767*	\$228,391.10
\$206,700	2% increase would be \$4,134	\$210,834*	\$230,652.40
\$206,700	3% increase would be \$6,201	\$212,901*	\$232,913.70
\$206,700	4% increase would be \$8,268	\$214,968*	\$235,175.00
\$206,700	5% increase would be \$10,335	\$217,035*	\$237,436.30

*Please note that the District General Manager's salary, including the COLA provided on July 1, 2022 is \$226,129.80. The above merit increase examples are calculated based on the District General Manager's 2021-2022 base salary of \$206,700 as stated in the employment agreement. The far right column shows the potential actual 2022-2023 salary for the General Manager including the provided COLA based on these example increases.

The COLA is provided as authorized by the below clause in the District General Manager's Employment Agreement:

SECTION 3. SALARY

3.2 General Manager shall receive annual compensation cost of living increases provided to other management-level IVGID employees.

Lastly, the General Manager's Employment Agreement currently expires on June 30, 2023 and will be extended for an additional year until June 30, 2024 unless the District provides notice to the General Manager before July 1, 2022. This notice would need to be agendaized for the June 29, 2022 Board of Trustees meeting if desired.

A. The Key Relationship

1. For the Board of Trustees:
 - a) The General Manager (and staff) provides sufficient information and analysis of issues which are before the Trustees.

Comments: Clear and good job. (8-10 pt.) Hold down number of slides that our presented to the Board. Being concise. Really good job. Other Board members should get questions answered before meeting and save time during business meeting.

- b) Does the General Manager keep the Trustees adequately informed about “non- agenda items?” Is the nature and frequency of such communications sufficient?

Comments: Yes – good pulse on all issues. Provides community input and brings good information. He gets higher marks with the community.

- c) Is the General Manager available equally to all Trustees? Is the communication effective?

Comments: Absolutely – very effective with all 5. Some Trustees don't take information or need input. Sometimes he's too available! There is an unequal use of his time by some on Trustee Board and little use by others. But use is to check with staff as GM prior to meetings rather than in the business meeting time.

- d) What is the general degree of confidence of the Trustees in the General Manager? What can be done to improve it?

Comments: 3 of 5 Confidence and that's my opinion. Highly trustworthy as General Manager. Learn how to ignore when excessive request for unnecessary communicating with some Board members. Has majority support!

- e) Is there concern on the party of the Trustees that the General Manager plays too active of a public role or is the General Manager not visible enough?

Comments: He has a great balance especially when a full staff is in place. Fine doing it his way and stay out in the community spending good will!

- f) Which of the 4-5 major accomplishments initiated by the General Manager are most important to you?

Comments:

1. *Enterprise accounting.*
2. *Financial house in order finally – get credit.*
3. *Effluent pipeline on track.*
4. *Capital improvements and strategic planning.*
5. *Duffield Corp. contribution is great and his responsible first.*

- g) How well does the GM's Office manage requests by the Trustees regarding issues from constituents?

Comments: It gets overwhelming for some and we need more public records process. Process (in process getting ready to implement).

2. Regarding Staff:

- a) Are there staff or Departments that do not appear to contribute to the District's progress?

Comments: Not so much, no, but before it was Public Works as well as Finance – greatly improved. But team effort is questionable. All on the same team currently and Indra is great team captain.

- b) Is the General Manager's synthesis of various Staff viewpoints and input into a single consolidated recommendation from Staff complete or not enough? Does the Board receive staff options?

Comments: Assures Staff to do input and do top notch job. Board always get the best of their efforts and cleanup the past.

- c) Does the General Manager have training and professional development in place for Staff? Is there a regular performance review and feedback provided for Department Directors?

Comments: Training got stopped because of COVID. It's being executed by Indra as budget becomes available.

3. Regarding other Government Agencies:

- a) Does the General Manager have the correct working relations with other public agencies (i.e. Boards) and outside groups, including government, special interest groups and environmentalists? Discuss efforts GM makes with business groups, news media and opinion leaders?

Comments: Both the County and State of Nevada are complementing. Re: the GM – they are very positive especially with County and IVGID now.

- b) The General Manager negotiates and suggests deals and agreements representing policies and desires of the Board to other jurisdictions. Comment on the success or provide recommendations.

Comments: He's done well. Unions take time with others and has improve work force helpful and appreciates his efforts. Solved lawsuits! Clean up the mess.

B. The General Manager's Responsibilities and Abilities:

- a) Was the budget properly presented for the Board's review and, after adoption, properly executed? What would you change in the current process?

Comments: He has really come up with Paul and Staff. It is remarkably better! Walks fine line with Finance Committees but Audit Committee is a challenge because they have no guidelines or limits.

- b) Are the goals and objectives being adequately completed; and Vision and Values being reinforced?

Comments: Yes, we got a great list from him but we need approval for the goals for 2022 from the Board. The Board has not been diligent. This year will do this by August with Dr. Bill.

C. General Manager Personal Style:

- a) Does the General Manager provide adequate leadership and creativity?

Comments: Has loyalty of Staff and style speaks volumes. All part of his team that may working here; very creative and creates new opportunities. Leads by example!

- b) Does the General Manager's participation at Board meetings give a proper balance between constraint and providing necessary information?

Comments: Indra participation in Board has been tweaked and he provides really good feedback now.

- c) Does the General Manager develop personal professional skills and keep up to date with innovations in management? Does GM bring new ideas to the organization? What do you want to see initiated this year?

Comments: Yes, he wants professional guidelines and polish. Put training in budget for the Board to discuss. He has high IQ for training in Quality manner. Executive coaching as his agenda with Dr. Bill.

- d) Does the General Manager handle a crisis or unexpected situation adequately?

Comments: Pretty level headed but still has strong emotions regarding challenging situations. He doesn't panic. He's very determined to make progress for IVGID.

D. Opportunities for change in improvement or increased focus. Of these areas, where would you like to see change, more development or increased focus: What are they?

Comments: All Trustee communication and request –not necessary to be managed; some things can wait. Works lots of hours and sometimes needs to say no!

E. List Major Strengths of General Manager.

Comments:

1. *Engaging personality and pleasant.*
2. *Style is right in for “employee retention”.*
3. *Direct in communication.*

E. General Manager should improve in the following areas:

Comments:

1. *Learning to say no when overwhelmed*
2. *Ask for assistance and learn to delegate more even though he’s “hand on” guy.*
3. *Need time management in his office.*

F. Overall Rating:

(Outstanding)			(Satisfactory)			(Needs Improvement)			
10	9	8	7	6	5	4	3	2	1

Comments: On the right track for progress as a GM and he is improving his operational skills. Wanting better management time and stay out of litigation – District first

G. Compensation/Contract: Discussion

Comments: Merit pay worthwhile

A. The Key Relationship

1. For the Board of Trustees:

- a) The General Manager (and staff) provides sufficient information and analysis of issues which are before the Trustees

Comments: Most of material are known to me. Board packets are generally superfluous.

- b) Does the General Manager keep the Trustees adequately informed about “non- agenda items?” Is the nature and frequency of such communications sufficient?

Comments: Yes, Indra calls us with specifics.

- c) Is the General Manager available equally to all Trustees? Is the communication effective?

Comments: Yes, some require more when needed. Too visible out in the community to the detriment of spending time inside the office.

- d) What is the general degree of confidence of the Trustees in the General Manager? What can be done to improve it?

Comments: Not change much – balance some as before – no change. No progress made on this item.

- e) Is there concern on the party of the Trustees that the General Manager plays too active of a public role or is the General Manager not visible enough?

Comments: He does the public very well. Communication is sometimes too open ended i.e. Ordinance 7.

- f) Which of the 4-5 major accomplishments initiated by the General Manager are most important to you?

Comments: Ordinance 7 passed – big deal for him.

- g) How well does the GM's Office manage requests by the Trustees regarding issues from constituents?

Comments: Indra could delegate most of the items coming in as requests. Indra could delegate much of his work better. Because Board wants it doesn't mean he personally has to do it.

2. Regarding Staff:

- a) Are there staff or Departments that do not appear to contribute to the District's progress?

Comments: Like to get update like internal controls. Audit Committee has little control.

- b) Is the General Manager's synthesis of various Staff viewpoints and input into a single consolidated recommendation from Staff complete or not enough? Does the Board receive staff options?

Comments: OK – can't tell how others influence him on staff. Too emotional but can learn to control it.

- c) Does the General Manager have training and professional development in place for Staff? Is there a regular performance review and feedback provided for Department Directors?

Comments: My best suggestion to him is training. Didn't think he's done that.

3. Regarding other Government Agencies:

- a) Does the General Manager have the correct working relations with other public agencies (i.e. Boards) and outside groups, including government, special interest groups and environmentalists? Discuss efforts GM makes with business groups, news media and opinion leaders?

Comments: Yes, does have the pulse of community and other groups.

- b) The General Manager negotiates and suggests deals and agreements representing policies and desires of the Board to other jurisdictions. Comment on the success or provide recommendations.

Comments: Great experience in negotiating and the Board likes his approach.

B. The General Manager's Responsibilities and Abilities:

- a) Was the budget properly presented for the Board's review and, after adoption, properly executed? What would you change in the current process?

Comments: COVID directly impacts what has been done so there is room for improvement next year.

- b) Are the goals and objectives being adequately completed; and Vision and Values being reinforced?

Comments: Yes, moving forward and in the right direction.

C. General Manager Personal Style:

- a) Does the General Manager provide adequate leadership and creativity?

Comments: He's creative and tends to think outside the box. Young in GM growth.

- b) Does the General Manager's participation at Board meetings give a proper balance between constraint and providing necessary information?

Comments: Appropriate contributions. Maybe as that pops up – needs contribution. Inject himself at times. Emotional guy.

- c) Does the General Manager develop personal professional skills and keep up to date with innovations in management? Does GM bring new ideas to the organization? What do you want to see initiated this year?

Comments: Yes, he brings a lot to the District.

d) Does the General Manager handle a crisis or unexpected situation adequately?

Comments: Yes. Last 2 years with COVID – done well. Nothing was predictable and he negotiated it well.

D. Opportunities for change in improvement or increased focus. Of these areas, where would you like to see change, more development or increased focus: What are they?

Comments: Review Board packet and improve the details more.

E. List Major Strengths of General Manager.

Comments:

1. Creativity
2. Ability of pulse in community
3. Likes people

F. General Manager should improve in the following areas:

Comments: Delegation is #1 as it will give him more time to manage the District and organize himself. He's a good guy. Reduce Staff presentations at Board meetings.

G. Overall Rating:

(Outstanding)			(Satisfactory)			(Needs Improvement)			
10	9	8	7	6	5	4	3	2	1

Comments:

Delegate more.

Review Board packets before the meeting.

H. Compensation / Contract: Discussion

Comments: Some merit as already identified in the budget.

A. The Key Relationship

1. For the Board of Trustees:

- a) The General Manager (and staff) provides sufficient information and analysis of issues which are before the Trustees

Comments: Absolutely not, not the right information? i.e. Paul asked to transfer \$ and he didn't do it right; only got partial answers; locker info not given totally to us. Indra doesn't read agenda "well" – no time as doesn't know how to read financials.

- b) Does the General Manager keep the Trustees adequately informed about “non- agenda items?” Is the nature and frequency of such communications sufficient?

Comments: Indra informed regarding things, he is often blindsided by Staff. Supervision issues with some staff! Because they aren't detailed nor accurate.

- c) Is the General Manager available equally to all Trustees? Is the communication effective?

Comments: Yes – he tries but not all of us need him to be so vocal.

- d) What is the general degree of confidence of the Trustees in the General Manager? What can be done to improve it?

Comments: He lacks understanding of finances. Doesn't review all Staff's work. He's not supervising enough. He is a very good talker.

- e) Is there concern on the part of the Trustees that the General Manager plays too active of a public role or is the General Manager not visible enough?

Comments: Both – not visible because he doesn't live here. But he talks with County and community about projects. Community likes Indra and he works at it.

- f) Which of the 4-5 major accomplishments initiated by the General

Manager are most important to you?

Comments:

1. *Progress made on Ordinance 7.*
2. *Burnt Cedar Swimming Pool*
3. *Financial Audit with deficiencies*

- g) How well does the GM's Office manage requests by the Trustees regarding issues from constituents?

Comments: Depends: Engineers good; some Staff doesn't know financials; he has Staff that are assets to the organization

2. Regarding Staff:

- a) Are there staff or Departments that do not appear to contribute to the District's progress?

Comments: All trying to be the best; Staff efforts - sometimes work but are not often detail oriented.

- b) Is the General Manager's synthesis of various Staff viewpoints and input into a single consolidated recommendation from Staff complete or not enough? Does the Board receive staff options?

Comments: Think he listens too well.

- c) Does the General Manager have training and professional development in place for Staff? Is there a regular performance review and feedback provided for Department Directors?

Comments: No

3. Regarding other Government Agencies:

- a) Does the General Manager have the correct working relations with other public agencies (i.e. Boards) and outside groups, including government, special interest groups and environmentalists? Discuss efforts GM makes with business groups, news media and opinion leaders?

Comments: Yes, with County Manager – good job. Trying with TRPA and successfully working together. Why attend Visitors Bureau? Re-examine how he spends his time. Learn to control his time management!

- b) The General Manager negotiates and suggests deals and agreements representing policies and desires of the Board to other jurisdictions. Comment on the success or provide recommendations.

Comments: Still not following Board policies as General Manager. Does decent job with County folks. Time management is a major issue.

B. The General Manager’s Responsibilities and Abilities:

- a) Was the budget properly presented for the Board’s review and, after adoption, properly executed? What would you change in the current process?

Comments: No role in budget preparation – defers to Staff. Deflects questions from Board to Staff.

- b) Are the goals and objectives being adequately completed; and Vision and Values being reinforced?

Comments: Don’t know – difficult question – was too emotional and defensive. All needs to do things differently and be change seeking not restrictive.

C. General Manager Personal Style:

- a) Does the General Manager provide adequate leadership and creativity?

Comments: Don’t think so! IVGID highlights why can’t District produce any public relations material instead of my paper? Always have done things and create ideas fairly well.

- b) Does the General Manager’s participation at Board meetings give a proper balance between constraint and providing necessary information?

Comments: Board leadership on the Ordinance 7 was not balanced. Leadership doesn't realize how accessible people are to general information. Reference back to Community 1st.

- c) Does the General Manager develop personal professional skills and keep up to date with innovations in management? Does GM bring new ideas to the organization? What do you want to see initiated this year?

Comments: Not completed in last 2 years. They are few innovations currently going on.

- d) Does the General Manager handle a crisis or unexpected situation adequately?

Comments: Handled the COVID crisis very well however it is difficult to measure his effectiveness.

D. Opportunities for change in improvement or increased focus. Of these areas, where would you like to see change, more development or increased focus: What are they?

Comments: Doesn't change from last year. Challenge Staff to get better – write professional job description to give to himself. Indra gets carried away.

E. List Major Strengths of General Manager.

Comments: People person who is verbal and diplomatic; doesn't push his buttons because he's excessive emotionally; appreciates staff and is well liked by community, not business savvy however!

F. General Manager should improve in the following areas:

Comments:

- 1. Didn't want to be his punching bag!*
- 2. Less defensiveness.*
- 3. Develop his skills set with absence of feelings*

G. Overall Rating:

(Outstanding)			(Satisfactory)			(Needs Improvement)			
10	9	8	7	6	5	4	3	2.1	1

Comments:

- 1. Get control of emotions.*
- 2. Don't be dismissive with cash!*
- 3. Less than satisfactory.*

H. Compensation / Contract: Discussion

Comments:

No compensation or merit for him!

A. The Key Relationship

1. For the Board of Trustees:

- a) The General Manager (and staff) provides sufficient information and analysis of issues which are before the Trustees

Comments: The Trustees do a pretty good job when given information ahead of time but right now there is too much information getting to the Board members. We don't need the amount of detail to make decisions. Don't need too much information at IVGID.

- b) Does the General Manager keep the Trustees adequately informed about “non- agenda items?” Is the nature and frequency of such communications sufficient?

Comments: Yes, I have what I need. He reaches out to me always.

- c) Is the General Manager available equally to all Trustees? Is the communication effective?

Comments: Think so, no one complains. Needs to cut back his time with Board members – too much detail, isn't making us more effective. Yes, it's effective (on phone, text, etc.). Nothing comes as a shock for me and that suggests I get the information I need.

- d) What is the general degree of confidence of the Trustees in the General Manager? What can be done to improve it?

Comments: Mostly, yes. One or two times problems on issues such as dates. He's a generalist and good values. If his wrong, he can admit it.

- e) Is there concern on the part of the Trustees that the General Manager plays too active of a public role or is the General Manager not visible enough?

Comments: No. Community loves attention and lots of stakeholders are appreciative of his efforts.

- f) Which of the 4-5 major accomplishments initiated by the General Manager are most important to you?

Comments:

1. *Partnering on Recreation Center expansion.*
2. *Effluent pipe has made progress*
3. *Ordinance 7 – good management.*
4. *Pool*

- g) How well does the GM's Office manage requests by the Trustees regarding issues from constituents?

Comments: He is very responsive! And he consults with Finance Staff who are especially responsive. Susan is very important to our operation. Need more staffing in GM's office.

2. Regarding Staff:

- a) Are there staff or Departments that do not appear to contribute to the District's progress?

Comments:

*Feels good about the departments but all departments have challenges
Too small a Staff to get the work done
Sr. Management is very good
We should celebrate success more with them.*

- b) Is the General Manager's synthesis of various Staff viewpoints and input into a single consolidated recommendation from Staff complete or not enough? Does the Board receive staff options?

Comments:

He's very effective in ideas. Not micro-management by Indra. He always lets the professionals do their jobs.

- c) Does the General Manager have training and professional development in place for Staff? Is there a regular performance review and feedback provided for Department Directors?

Comments: He's make progress after COVID. HR Training is redundant and needs revising.

3. Regarding other Government Agencies:

- a) Does the General Manager have the correct working relations with other public agencies (i.e. Boards) and outside groups, including government, special interest groups and environmentalists? Discuss efforts GM makes with business groups, news media and opinion leaders?

Comments: Yes, important connections with them. Politics is important to all of us. Assume he's good with State and County.

- b) The General Manager negotiates and suggests deals and agreements representing policies and desires of the Board to other jurisdictions. Comment on the success or provide recommendations.

Comments: Indra is a good negotiator and deal maker – very savvy guy, honest and has integrity.

B. The General Manager's Responsibilities and Abilities:

- a) Was the budget properly presented for the Board's review and, after adoption, properly executed? What would you change in the current process?

Comments: Indra is a generalist and knows why things are in the budget. He could be more involved with detail at times but he knows where answers are.

- b) Are the goals and objectives being adequately completed; and Vision and Values being reinforced?

Comments: Yes, things are happening. Very accomplished in moving forward. The Board needs to be more business-like at our meetings.

C. General Manager Personal Style:

- a) Does the General Manager provide adequate leadership and creativity?

Comments: Indra protects Staff well. Takes errors and fixes them without being critical with Staff. Protects community also. Good ability to listen to all side.

- b) Does the General Manager's participation at Board meetings give a proper balance between constraint and providing necessary information?

Comments: Never had a problem with him, managing the business meetings, he has a good sense of humor.

- c) Does the General Manager develop personal professional skills and keep up to date with innovations in management? Does GM bring new ideas to the organization? What do you want to see initiated this year?

Comments: Needs executive coaching and he's pushed in too many ways! Cares - he has a good staff who are trained well. Organizational goals for training is important for next budget.

- d) Does the General Manager handle a crisis or unexpected situation adequately?

Comments: Pretty well. He's honest and shows strength; not hiding his feelings. Open and honest.

D. Opportunities for change in improvement or increased focus. Of these areas, where would you like to see change, more development or increased focus: What are they?

Comments: Executive skills training, reduce fire-fighting, more time to getting staff in office

E. List Major Strengths of General Manager.

Comments:

1. *Honesty*
2. *Easy going but controlled*
3. *Empathetic*

- 4. *Sense of humor*
- 5. *All feel cared for*

F. General Manager should improve in the following areas:

Comments: Feel supported and not worried about annual evaluation from some Board members. Threatening Indra is not a good practice.

G. Overall Rating:

(Outstanding)			(Satisfactory)			(Needs Improvement)			
10	9+	8	7	6	5	4	3	2	1

Comments: Have no real leadership concerns, very supportive of him.

H. Compensation/Contract: Discussion

Comments: Give him 2% as merit.

A. The Key Relationship

1. For the Board of Trustees:

- a) The General Manager (and staff) provides sufficient information and analysis of issues which are before the Trustees

Comments: They are too detailed when it's in pocket already.

- b) Does the General Manager keep the Trustees adequately informed about “non- agenda items?” Is the nature and frequency of such communications sufficient?

Comments: He knows I already know what I know.

- c) Is the General Manager available equally to all Trustees? Is the communication effective?

Comments: Yes. Always available – he needs to spend more time running the District instead of wasted time with Board members. Spend more time with sharing information.

- d) What is the general degree of confidence of the Trustees in the General Manager? What can be done to improve it?

Comments: For 3 Trustees, it's high.

- e) Is there concern on the part of the Trustees that the General Manager plays too active of a public role or is the General Manager not visible enough?

Comments: He's spending too much time with some. And one Board member too much time and it prevents his managing the District.

- f) Which of the 4-5 major accomplishments initiated by the General Manager are most important to you?

Comments:

1. *Ordinance 7 Committee – very brave.*
2. *Managing projects on our list is great.*
3. *Manage the Audit Committee meetings.*

- g) How well does the GM's Office manage requests by the Trustees regarding issues from constituents?

Comments: Not enough staffing in GM's office. Public records are extreme. Must pay premium to get good people.

2. Regarding Staff:

- a) Are there staff or Departments that do not appear to contribute to the District's progress?

Comments: Pretty happy with them. Not enough people on the bus to do the work. We need Indra to delegate more and make himself let go!

- b) Is the General Manager's synthesis of various Staff viewpoints and input into a single consolidated recommendation from Staff complete or not enough? Does the Board receive staff options?

Comments: Ok if they feel heard. Sometimes they respect a variety of opinion.

- c) Does the General Manager have training and professional development in place for Staff? Is there a regular performance review and feedback provided for Department Directors?

Comments: New budget should reflect it – training for the executive staff.

3. Regarding other Government Agencies:

- a) Does the General Manager have the correct working relations with other public agencies (i.e. Boards) and outside groups, including government, special interest groups and environmentalists? Discuss efforts GM makes with business

groups, news media and opinion leaders?

Comments: Good relationship with key folks with major organizations.

- b) The General Manager negotiates and suggests deals and agreements representing policies and desires of the Board to other jurisdictions. Comment on the success or provide recommendations.

Comments: Yes, especially cart path job.

B. The General Manager's Responsibilities and Abilities:

- a) Was the budget properly presented for the Board's review and, after adoption, properly executed? What would you change in the current process?

Comments: He and Paul do a great job. Board does poor job and poor feedback.

- b) Are the goals and objectives being adequately completed; and Vision and Values being reinforced?

Comments: Overall, yes. Detail is ok.

C. General Manager Personal Style:

- a) Does the General Manager provide adequate leadership and creativity?

Comments: Indra is a reasonable person but good solution and fix that problems – tries to cater to all sides.

- b) Does the General Manager's participation at Board meetings give a proper balance between constraint and providing necessary information?

Comments: He needs to control more at the Board meetings.

- c) Does the General Manager develop personal professional skills and keep up to date with innovations in management? Does GM bring new ideas to the organization? What do you want to see initiated this year?

Comments: Yes, good community mentors.

- d) Does the General Manager handle a crisis or unexpected situation adequately?

Comments: Doesn't panic and will figure it out. He's very effective.

D. Opportunities for change in improvement or increased focus. Of these areas, where would you like to see change, more development or increased focus: What are they?

Comments: Focus on employees and operations. Not answering Board excessive questions and control.

E. List Major Strengths of General Manager.

Comments:

1. People person.
2. Listen well.
3. Thoughtful
4. Frames situations well.
5. Passionate about community.

F. General Manager should improve in the following areas:

Comments:

*Delegate as appropriate
 Needs finances for new staff*

G. Overall Rating:

(Outstanding)			(Satisfactory)			(Needs Improvement)			
10	9	8+	7	6	5	4	3	2	1

Comments:

Delegate to staff more.

More activities with employees (more recognition).

Ignore the noise.

H. Compensation/Contract: Discussion

Comments: Do merit increase.

District General Manager Goals for Fiscal Year 2021/2022
(with supporting narrative)

1. Internal Controls

- Continued work with Moss Adams as well as Management Partners review/updating of internal procedures and process. Restructuring of Staff Purchasing approval authority as well as authority levels, restructuring of Procurement Card issuance and management.
 - o Several Board Policies and Practices have been updated, including Appropriate Level of Reserves (Policy 7.1.0) Capitalization of Fixed Assets (Policy 8.1.0), Central Services Cost Allocation Plan (Policy 18.1.0) and new Pricing Policy (Practice 6.2.0).
 - o Staff is currently updating internal Finance and Accounting Procedures Manual to reflect current workflow and internal control procedures; and
 - o Hired consultant, Management Partners, to review Finance and Accounting Procedures manual to include recommendations to align with industry best-practices; and
 - o Management Partners is also preparing a draft comprehensive Purchasing Policy for consideration by the Board of Trustees.
 - o Strengthening internal controls is also a major focus of the project to transition to the Tyler/Munis financial system, effective July 1, 2022

2. Contract and Project Management

- Per third party recommendations, closeout procedures have been created, change order approval and management, leveraging master plans and venue studies to drive the 5 year and outlying capital plan. Contract templates reviewed and updated by BB&K. Additionally, BBK provided a training to District Staff on contract management and templates.
- Management is working to strengthen internal controls related to contract management through the contract management module of the Tyler Munis Financial system (target date 7/1/22).

3. Utility Rate Study

- This has been completed and rates were approved by the Board of Trustees on 4/27/22.

4. Utility Fund Stability

- Utility Rate Study completed which includes 5-year rate plan to support operations, capital investments and prudent reserves.

District General Manager Goals for Fiscal Year 2021/2022
(with supporting narrative)

- Operating reserve targets (25% of operating budget) will be achieved by FY22/23 with capital reserve targets (one-year of three-year average depreciation) achieved by FY25/26.
- Staff is aggressively pursuing funding options for the Effluent Pipeline and Pond Lining project that could further improve the financial position of the Utility Fund (relative to rate model assumptions),

5. Policy review and revision including pricing

- Several Board Policies and Practices have been updated, including Appropriate Level of Reserves (Policy 7.1.0) Capitalization of Fixed Assets (Policy 8.1.0), Central Services Cost Allocation Plan (Policy 18.1.0) - January 2022
- New Pricing Policy (Practice 6.2.0) was developed and approved by the Board of Trustees on March 1, 2022.
- Staff is currently working on updates to Board Policy 12.1 and 13.1, (Capital Planning and Budgeting) as well as Board Practice 13.2 (Capital Project Expenditures) informed by recommendations from engagement with Moss Adams (3.0). Recommendations were presented to the Board of Trustees at their meeting of January 12, 2022.

6. Finalize phase 1 of the revisions to Ordinance 7

- Public Hearing date set for Board of Trustees to take formal action on May 26, 2022; unanimously adopted on May 26, 2022.

7. Continued focus on the Effluent Pipeline and Pond Lining Project.

- The pipeline project is progressing towards 60% design, and the pond lining project 30% design alternatives will have brought to the Board in June for approval of Staff recommended approach. Also working with Washoe County, League of Cities and our Federal & State Lobbyist to potentially secure U.S. Army Corps of Engineers funding, ARPA funding, as well as other funding available via both federal and state.

8. Develop and effectively manage the 2021-23 District Strategic Plan.

- Plan approved by the Board of Trustees in September 2022. Staff submitted a progress update to the Board of Trustees on May 26, 2022.

9. Define expectations as they relate to how the District collaborates with local nonprofits.

- This has been reviewed by District Legal Counsel and has been presented to both the Board of Trustees and the Audit Committee with feedback and direction given. An updated policy was included on the May 26, 2022 Board of Trustees agenda however it was removed in its

District General Manager Goals for Fiscal Year 2021/2022
(with supporting narrative)

entirety by the Board and it will be brought back to the Board of Trustees late June.

10. Continued focus on the Board Priority Projects and align with recommendations in the various venue and community master plans.

- District General Manager brought an agenda item to the Board of Trustees at the January 12, 2022 meeting. Leveraging the various community services master plans and feasible studies, the Board of Trustees discussed and provided feedback and direction updating the board priority projects in the 5-year capital plan. Several projects have been identified as the next level of priority projects for the board and the district.

11. Develop and work with Golf Courses General Manager Advisory Committee.

- This Committee was successfully created and began meeting on September 29, 2021. Issues discussed include golf course fees for tee times, tee time availability for IVGID passholders, review of the Global Golf report, and service levels at both golf courses. Additionally, the committee has been given a tremendous amount of information including historical financials, budget information, revenue and expense analysis etc.

MINUTES

REGULAR MEETING OF MAY 11, 2022 Incline Village General Improvement District

The regular meeting of the Board of Trustees of the Incline Village General Improvement District was called to order by Board Chairman Tim Callicrate on Wednesday, May 11, 2022 at 6:04 p.m. at the Boardroom, 893 Southwood Boulevard, Incline Village, Nevada.

A. PLEDGE OF ALLEGIANCE*

The pledge of allegiance was recited.

B. ROLL CALL OF TRUSTEES*

On roll call, present were Trustees Tim Callicrate, Matthew Dent, Sara Schmitz, Michaela Tonking, and Kendra Wong (joined the meeting at 7:05 p.m.)

Members of Staff present were District General Counsel Melissa Crosthwaite, Director of Finance Paul Navazio, Engineering Manager Kate Nelson, General Manager Diamond Peak Ski Resort Mike Bandelin, Director of Public Works Brad Underwood, and Director of Golf and Community Services Darren Howard. Members of the public physically present were Dave, Mark and Susan Marelich, Dave Noble, Gail Krolick, Doug Keil, Bev Keil, Diane Becker, Ray Tulloch, Hal Paris, Denise Davis, Yolanda Knaak, and others.

C. INITIAL PUBLIC COMMENTS*

Susan Marelich read from the submitted letter attached hereto.

Diane Becker said thank you for listening on this very difficult topic. She knows that it is a topic of great interest to many different consistencies within the community. She wanted to talk about 2 things; first, the boat businesses and then the motel/hotel issues. On the boat businesses, as a long time, life time actually boat owner, she is sorry and sad that the Ord 7 Committee came up with the recommendation that it did but we had to. The legal advice we got is that there can be no commercial use of the beaches and we, as a group, really tried to structure what would not be commercial use of the beaches and what would be recreational use by the property owners. We felt that it is recreational use when a person who owns a boat business uses the boat for their own purposes or their own guests where there is no business involved. We felt it was not commercial use when the boat business was storing and delivers a boat for a person who owns property and so has a right to use the water for recreational purposes. We also felt it was not a commercial use when a person who is a IVGID picture pass holder desires to rent

a boat from a boat business because it is for recreational use of the pass holder. But we were faced, at this meeting, when the issue was brought up by one member that this is a commercial use if its strangers who do not have rights to beach access are using the beaches for a commercial use. She wanted to tell you that this is where this came from, that's how we decided this recommendation. With respect to the motels and hotels, that was an issue that we looked at and it became pretty clear that when you looked at the deed itself, the deed said that it is only for purposes of recreation by and for the benefit of and then it says property owners and their tenants (specifically including occupants of motels and hotels). The way they have written specifically included occupants of hotels and motels and she will send a copy of that to anyone that doesn't have it, it is clear that they are talking about them as tenants. There is no rational reason to give more rights to hotels and motels then tenants and this goes to the issue that we want this to be equitable. We want every parcel to have the same opportunity for guests at the beaches. So, it is very difficult when faced with different interest if you start treating different interests.

Beverly Kiel said wanted to say a few words about pickleball – you probably don't realize it but we have been playing pickleball for 10 years now. 10 years ago, she and her husband Doug approached Staff and begged them to give them some space for temporary lines etc. and we introduced new people to the sport and she is certain that you have heard of our phenomenal growth and how pickleball has really added vitality to the Tennis Center which is now called the Incline Tennis and Pickleball Center. We have been attracting new players all the time and people from all age groups. This past month and a half, in between these rube winter/spring snow showers, we have had between 30 to 40 people playing out there on any dry day and this is weeks and weeks before open season. Pickleball players are addicted. As we have attracted more and more players, we have earned more and more court space and she thinks that is a perfect example of repurposing an existing amenity to address new demands. Staff has been in on that from the beginning so thank you. Our courts are in a beautiful setting and the courts look great but as we have attracted more and more players, and especially as players have gotten much more skilled at the game, we've come to realize that our courts don't meet the US Pickleball Association standards. The playing surface dimensions around the courts do not meet the minimum standards and as a result of that, our players, especially our intermediate and advanced players, are getting less than a good playing experience and we also have some potential safety issues. So a number of us have volunteered to work on a feasibility study to see how we can get the courts to meet regulations. It is a big project that is slow going and we are working with Staff, USPA experts and we are committed to see this to the end. Our proposal is likely to involve realigning the courts on the current footprint and if at all feasible, also extending that footprint a number of feet in the

north/south direction. So her point in raising this today is just to thank you for your past support and to let you know that you will be hearing from us again; thank you.

Ali Warner said my family live full time in Incline Village and we are the owners of a 38-key hotel called the Parkside Inn. The Parkside Inn is 1 of only 2 hotels in Incline Village and it is the only hotel that is not beach front property. Start by thanking the Board of Trustees for their continued commitment to the community. He would also like to take a second to recognize the IVGID Staff who provide a culture of care that we are lucky to have here in Incline. We simply love living here. We are before you today with a dream, as community members, that within this beautiful setting we can make a positive difference for one another. We have met some of the most inspiring people here and have felt supported by the care that everyone has for their neighbor. It is with this intention, we take into living here and owning a business in this area. Our objective for the hotel is to serve the community, make a positive difference, and provide the best Incline Village experience possible for our guests. We are optimistic that we can accomplish this goal in a respectful and loving manner. All that said, we have issued a letter to the Board of Trustees related to Ordinance 7. The beach deed specifically mentions the occupants of hotels and motels as beneficiaries but Ordinance 7 does not provide any language related to hotels and motels. To address this, we request the addition of the following language which is only two sentences and he will read it – “Occupants of hotels and motels are specifically named as beneficiaries by the beach deed. Hotel and motel occupants are allowed access by providing proof that they are current occupants of the hotel or motel through a mutually agreed upon verification process.” Through the inclusion of this language it is possible to respect the unique perspective of the hotel and motel business operations as intended by the framers of the beach deed. This language also allows for collaboration to ensure a mutually beneficial verification process with the highest level of transparency. He appreciates the time today to speak on behalf of this important and necessary addition to Ordinance 7. As always, he is available to answer questions and we are here for the community so if there are ever any special requests or needs, please feel free to contact him or his wife as they are 6 minutes away from the hotel so they can help.

Carole Black read from the submitted statement attached hereto

Cliff Dobler read from the submitted statement attached hereto.

Ray Tulloch said he is a candidate for IVGID trustee and Audit Committee Chairman and that he is reading the written statement by Ms. Becker that she didn't get to complete:

The Beach deed says at page 1 line 28 – page 2 line 7: "It is hereby covenanted and agreed that the real property above described shall be held, maintained and used by grantee only for purposes of recreation by and for the benefit of, property owners and their tenants (specifically including occupants of motels and hotels). Mr. Tulloch said he will let District General Counsel argue what the tenant definition is. To him, if it is a tenant of a property owner it is not just a transient resident but that's just his simple legal interpretation. Within the Incline Village General Improvement District as now constituted, and, as the Board of Trustees of said District may determine, the guests of such property owners makes "occupants of motels/hotels" a subset of tenants and gives motels/hotels no greater or different rights then it gives to property owners or to tenants. The Trustees should keep in mind that the Beach Deed gives the District the authority to make reasonable rules when it states: "...provided, that said Board of Trustees shall have authority to levy assessments and charges as provided by law, and to control, regulate, maintain said property as its sole discretion. The concern that Special Counsel has advised that the Board puts reasonable limitations on how many people can access the Beach from each Parcel, and each Parcel receives the same access, this is a reasonable control by the Board of Trustees under the Beach Deed. The concerned owner purchased the motel/hotel a year ago in May, 2021, at a time when the Ordinance 7 Committee was already meeting to revise the Ordinance and the meetings were being summarized and made public on the District website, and the access rules for last summer were very close to the final rules that have been proposed. I am informed and believe that the approximate number of occupants from that hotel/motel who have visited the Beaches last year was under 100 Guests. With the ability to get up to 10 cards, of which 8 can be picture cards, which can be used to bring guests, to the beach when accompanied by the picture pass holder, this should more than accommodate or 10 punch cards would accommodate all or most of the desired beach access. I urge that the Trustees consider the motel/hotel Parcel that pays one recreation/beach fee should not get more or different access to the beaches than a home with full-time residents. I hope that the Trustees will conclude that the hotel/motel parcel will be treated the same as other parcels paying the same fees to keep the procedures equal. Thank you in advance for your consideration of these thoughts.

Mr. Tulloch concluded by stating that he felt it was important to complete that statement from Ms. Becker – thank you.

Yolanda Knaak said she is a 2022 candidate for IVGID Trustee and that she agrees with one of the previous callers about selling water as she has been down to the beaches and the water levels are quite low.

Steve Dolan said regarding water pumped from the lake and mentioning the vodka, he spoke with the manufacturers of that vodka, it is pumped out of Reno and it is called Tahoe because it comes from Truckee which comes from Tahoe. If Ms. Berkbigler is successful in getting a permit to pump and take water from that line to be a commercial entity, he will be next in line for that permit and he thinks there will be a lot more people behind him. The last thing, on a positive note, is that he just learned, from the United States Forest Service, that our beautiful 3rd Creek is the only creek on Lake Tahoe that is registered as a Lahontan Cutthroat Trout habitat and that comes from records of Washoe tribe in the 1800's. So we have already known that creek is special and the Corp of Engineers has spent \$12 million renovating it to help the fisheries. One of the things that he learned recently from Dr. Laney Galiant who just got her PhD in her study was on the 63 streams around Lake Tahoe. She has determined, and got her doctorate based on this paper reviewed by everybody, that Incline's 2 streams, Incline Creek and 3rd Creek, and the 2 most genetically important creeks on this lake. So we have got these things to consider when we are permitting things around the creek, when we are building different things that may add to poisonous or noxious things going into the creek. We really, as a community, need to remember these things. He thinks we really need to halt all of that as there is nothing that we can do about what we have done really but we need to keep an eye on that in the future and train all of our people about that. So far, this year, the study that he has been a part of, for the past 7 years, harvested 40,000 eggs this year and 48,000 eggs last year. A lot of those go back into the fisheries and they go all over the state because this study has proven the wild Lake Tahoe Rainbow Trout that spawns in 3rd Creek is the healthiest rainbow trout west of the Rockies. So we are in the middle of this gem of a lake and 2 streams that are extremely important so he would ask to you to please take care of them. Thank you.

D. APPROVAL OF AGENDA (for possible action)

Board Chairman Callicrate asked for any changes to the agenda; Trustee Schmitz said she would like to consider moving General Business Item H.3. up to the beginning in an effort to be respectful to the Audit Committee's candidate's time. Trustee Tonking said she is concerned about moving it before Ordinance 7 which she would like to move to General Business H.1. and then the candidate interviews could be H.2 and then the scope of work is H.3. Trustee Schmitz concurred with those changes as did Board Chairman Callicrate. Hearing no further changes, Board Chairman Callicrate approved the agenda as revised.

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

E.1. VERBAL UPDATE AND CLARIFICATION REGARDING REACTIVATING THE CRYSTAL BAY WATER PUMP STATION

Presenter: Marsha Berkbigler (Requesting Trustee: Board Chairman Tim Callicrate)

Ms. Berkbigler said she is not the proposing project and that the project is not coming before this Board for approval tonight and that it may not come before this Board at all. Rather, she is here to correct the record from the previous presentation. At that meeting, a negative comment was made such that the proposed project would be the commercialization of Lake Tahoe water and its sale outside the Tahoe basin which is apparently an issue of concern. The upshot of that comment was that the water in Lake Tahoe is only sold for use within the basin and that is simply not true. To correct the record, Lake Tahoe water is sold for commercial purposes all around the lake and all around the State of Nevada, State of California as well as many other states and this has been going on for decades. Alibi Works, which is in the Incline Village area, who purchases its water from IVGID and it states, on their website, that Lake Tahoe is the source of their brewing water. Tahoe Vodka, although they may pull their water from the Truckee River, states on their website that their water comes from Lake Tahoe. IVGID does sell gray water outside the basin and even outside of the county and it sells it to a ranch and a golf course which is on Highway 50 and she believes is Douglas County. Their point is that simply businesses throughout the Lake Tahoe basin have been and continue to use water from Lake Tahoe for commercial purposes and their proposed project wouldn't have changed anything on it. One of the other things that was said was that the way the word "commercialization" was used in a manner that somehow conveys harm to the lake. Nothing could be further from the truth and no one can seem to articulate for her exactly what that harm would be so they had some concerns about that and we wanted to correct the record for that purpose. Aside from the fact that we have proposed only an insignificant amount of water, it still evaporates and moves down the river and doesn't stay within the lake. Our water is totally renewable and self-sustaining resource and yes, we are in the middle of a drought and you can prove that by the fires that have already started in New Mexico and in Arizona which are burning at ridiculous amounts largely because of the drought and lack of water. The other last comment at the meeting that gave us some concern is that there is not enough Staff time to work on this project and that we were worried

about the lack of water in the event of a major emergency. That is extremely troubling to us as that the Board would not think that the additional water would be necessary. We were offering to assist in the reopening of the Crystal Bay water plant and we have been told by a former IVGID Director of Public Works that the Crystal Bay water plant is completely functional but nobody really knows that. It is more likely that there are some minimal changes that need to be made but there are some functioning costs associated with that and that is why we were proposing it the way we were proposing it. The most important point here she thinks is that the Crystal Bay water plant being reopened by IVGID, it is already connected to your municipal system, so it would instantly double your access to water for firefighting purposes. It was said that we were scaring the residents of Incline Village and that is not true and what happened is that we scared ourselves. Ms. Berkbigler then referenced a handout that she has provided and went over the specifics. She felt it was extremely important to bring to your attention things that needed to be done and work together to solve the problem. Thank you for your time and letting her correct the record and the need for this project. District General Counsel Nelson said for the public, we have the handout available for the public. Mr. Dolan asked to make public comments on Ms. Berkbigler's comments; Board Chairman Callicrate denied that request. Trustee Tonking asked if can we just open the Crystal Bay pump station as a District? Board Chairman Callicrate said yes and he has asked that question and asked about the costs; the commercial operation is dead and Ms. Berkbigler is fully aware of that. We, as a District, would be remiss if we couldn't tap into that pump, and let's find out now the feasibility of that action and the Director of Public Works is working on this action. District General Manager Winqwest said yes, this is something we can explore and Staff is not going to spend any more time on this effort until we have that formal direction from the Board. Board Chairman Callicrate said and that would have to be agendized by the Board. Trustee Schmitz said she would like to hear from the NLTFPD as we need to hear from them to know if it would be of value and haven't heard from them.

- E.2. FISCAL YEAR 2021/2022 THIRD QUARTER BUDGET UPDATE: DISTRICT FINANCIAL RESULTS THROUGH MARCH 31, 2022 (Requesting Staff Member: Director of Finance Paul Navazio)**

- E.3. FISCAL YEAR 2021/2022 THIRD QUARTER BUDGET UPDATE: POPULAR CAPITAL IMPROVEMENT PROGRAM STATUS REPORT THROUGH MARCH 31, 2022 (Requesting Staff Member: Director of Finance Paul Navazio)**

Director of Finance Navazio went over the submitted materials. Trustee Schmitz said on page 54, it also has 12/31/2021; Director of Finance Navazio said yes, it is through March 31, 2022. Trustee Schmitz said, as it relates to the Community Services, Staff didn't carry over the asset for Diamond Peak when we had an asset on order as well as for the lobbies and that she don't want to miss them the next time. Director of Finance Navazio said it is still unclear if we need the augmentation; the first one is lack of communication, assumption by our Staff, ordered and there was an assumption that it would be automatically carried over and that is something we are going to be correcting. As we move to the next financial system, we will be showing them as encumbered and there will be more visibility. The issue with the lobby restrooms is that a budget augmentation hadn't been put into the 2021 budget and Staff missed the budget augmentation that the Board did at a late April meeting. Trustee Schmitz asked if the Tyler upgrade will help with this? Director of Finance Navazio said we are discussing this with Staff. As to the question about augmentation, we are being careful with this issue and we only had a couple this report so we are getting better. Trustee Schmitz asked about the reallocation for the paving maintenance – capital or expense item? Director of Finance Navazio said it will be an expense item because of the reallocation.

E.4. SEASON ENDING REPORT – DIAMOND PEAK SKI RESORT
(Requesting Staff Member: General Manager Diamond Peak Ski Resort Mike Bandelin)

General Manager Diamond Peak Ski Resort Mike Bandelin went over the submitted materials. Trustee Tonking said thank you for an amazing season and to your staff and for everything you have done for Diamond Peak. On page 63, first visitation chart, it looks low therefore she is wondering if it is related to passes and with it being so much lower than we usually we are, could it be that they are just not getting scanned? General Manager Diamond Peak Ski Resort Bandelin said that the variance is due to the storms as we were closed one day during that time. He mentions that because he doesn't have a clear answer. During the holidays, our penetration in rentals is high and he is making some assumptions. Trustee Schmitz said thank you for their excellent work at the mountain as the community and visitors appreciate how well the mountain is run. On page 61, rental units, they are on a downward trend which conflict with other things and can you clarify that – seeing a downward trend in rentals? General Manager Diamond Peak Ski Resort Bandelin said in 15/16 is when we implemented the RTP system and that Staff is going to try and go back and do some cleanup. To start, skier visits were so much higher. Trustee

Schmitz said so the bottom chart is a clearer representation; General Manager Diamond Peak Ski Resort Bandelin said yes. Board Chairman Callicrate said you are to be commended and everyone he spoke with everyone had a great time and there was a family he spoke with that comes back year after year since 1986.

E.5. DISTRICT GENERAL MANAGER REPORT*

District General Manager Winquest gave an overview of the submitted report. The Burnt Cedar pool is on pace to have the grand reopening mid-June. The concrete pour that was scheduled for this week was delayed but the contractor built a little additional time into the schedule. On the golf carts, yes, we are not receiving before the season and it is a supply chain issue as well as a delay in making the decision so we aren't going to get them until Fall. We are going to repair the existing carts on an as needed basis. Fleet is evaluating the condition of the current carts and we will do only what we need to do and there are no safety issues.

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

District General Manager Winquest went over the submitted long range calendar. Trustee Tonking asked for one addition – on May 26, can we add appointing Trustees to the Audit Committee? District General Manager Winquest said yes. Trustee Tonking said that she probably won't be at the July 13 meeting. Trustee Schmitz said there was a deliverable to have a more detailed discussion on bonding and that was supposed to happen at the end of May and in your report, it is on page 134, that you will be bringing something back in June. District General Manager Winquest said that Staff is working through that item and we will get it added to the long range calendar.

G. CONSENT CALENDAR (for possible action)

G.1. SUBJECT: Approve the District's General Manager to execute a contract with KPS3 to redesign and redevelop the District's online content management system platform and the DiamondPeak.com website (CIP Project # 4999OE1399), for a one-time cost of \$79,990. (Requesting Staff Member: Marketing Manager Paul Raymore)

Trustee Tonking made a motion to approve the Consent Calendar.
Trustee Wong seconded the motion.

Trustee Schmitz asked District General Counsel Nelson to make a statement regarding the contract. District General Counsel Nelson said that there is not a contract included because we are using our template, Staff is using the scope of work that is included but not the additional scope that is \$23,000.

Hearing no further comments, Board Chairman Callicrate called the question and the motion was passed unanimously.

H. GENERAL BUSINESS (for possible action)

H.1. SUBJECT: Review, discuss and provide direction related to potential edits to Ordinance 7, An Ordinance Establishing Rates, Rules and Regulations for IVGID Recreation Passes and Recreation Punch Cards by the Incline Village General Improvement District and review, discuss, consider and potentially approve a business impact statement for the potential edits to Ordinance 7 (Requesting Staff Member: District General Manager Indra Winquest) (*was General Business Item H.2.*)

District General Manager Winquest went over the submitted materials and thanked the General Manager's Committee on Ordinance 7 as well as the Board for their careful consideration and discussion.

UNBUILDABLE LOTS

No revisions by the Board.

PARCEL SALE DURING THE YEAR

Trustee Tonking asked how frequently does this occurs? District General Manager Winquest said very few take out 5 punch cards and how often does this happen, not common. We haven't seen a tremendous amount of property turnover during the past 2 years and there hasn't been any abuse. Board Chairman Callicrate said monitoring would be worthwhile and to leave it as is. After monitoring, let's look at this item then and see how this ordinance is working. He is comfortable leaving like it is and monitoring. Trustee Tonking asked how easy is it to monitor? District General Manager Winquest said it is something that the Staff can focus on and it won't be perfect but it can be monitored. Trustee Tonking said it is worth tracking as it could become an issue in the future. Trustee Wong said she agrees with monitoring.

NUMBER OF ADDITIONAL PASSES THAT CAN BE PURCHASED

Board Chairman Callicrate said he would like punch cards limited to 3. Trustee Dent said, with reference to the survey spoken about at the last meeting, narrowing it down to 3 - he would be in favor of that. Trustee Schmitz said she is fine with 3 as long as the 3 picture passes do not allow guests to the beaches. Board Chairman Callicrate said so the total is 8. Trustee Tonking said she can be on board with it if the rest of the Board is a go. Trustee Wong said she agrees with Trustee Tonking. Board Chairman Callicrate said in talking to people in the community, they want more control and this will address this. For right now, it gives the flexibility and does put a restriction on from unlimited. District General Manager Winquest said there has been some information circulating within the community that we are allowing more people, it is currently unlimited, so please remember that and what we are doing is putting a cap on and limiting the unlimited access. Staff will monitor this and we will hear from people if it isn't enough access. Trustee Wong said isn't there some language about obtaining extra passes? District General Manager Winquest said he doesn't think there is anything in there however the committee did discuss large families and it helps that. District Clerk Herron read paragraph 69 from the current ordinance. District General Manager Winquest recommends that we would request a request be made or within family. Trustee Schmitz said the Board of Trustees administers the rules and we need to be careful how this rule is written. It becomes a bit challenging if you start talking about their children and who has all the other passes and another family member on the family tree therefore it gets dicey when you bring this up. Trustee Tonking said she thinks it is easy to put it into the language and it is a quick fix but that she does understand the concern. Trustee Wong said she agrees with the language that the District General Manager has put in. Board Chairman Callicrate said he would like to punt this back to the District General Manager as he doesn't want to have a slew of unintended consequences. We must be compliant with the beach deed and making sense when doing it. District General Manager Winquest said the Trustees are in agreement with issuing a picture pass to a child and we could state that the child has to live in the home. There is not a lot of them and it can be prescriptive such that the District General Manager or his designee has the authority to make that decision and dependent is a better term. We need to allow the authority of Staff to make the decision and not have them come before this Board to make that request; he will work with Special Counsel on this language. Trustee Schmitz said so this is a maximum of 8 cards and they can be any combination of picture passes or punch cards and any picture pass over 5 would be stamped no guest access to the beaches – is that correct? District General Manager Winquest said it is 8 picture passes and 3 punch cards.

Trustee Tonking said you should still have access to punch cards. Trustee Schmitz said that the maximum is 10. Trustee Wong said the limit is 3 picture passes and 2 punch cards with a maximum of 3 punch cards and 3 picture passes and can't exceed 10 in total. The additional 3 will be with no guest access. Trustee Schmitz said we have to look at the administrative practicality. District General Manager Winqest said we pull their file each time we issue passes. Trustee Dent asked what number are we up to? District General Manager Winqest said 10 total. Board Chairman Callicrate said we will get into writing and that all of us are in general agreement and when we see it written out, we can clarify.

LIMITING THE AMOUNT OF GUESTS YOU CAN BRING IN

Board Chairman Callicrate said it needs to be per parcel. Trustee Schmitz asked about the group picnic areas – what do they accommodate? District General Manager Winqest said 100-150 and those are the big ones of which there are 2 on Incline Beach and 2 on Burnt Cedar Beach and we are looking at adding more. Then there are first come, first serve areas which have a capacity of 20-25 people. His recommendation would be 25-30 people. He understands that this will add to the controls but he doesn't want it to infringe on people's rights. Trustee Schmitz said maybe we can make that space specific such that it has a table and grill and look at it that way. Trustee Tonking said groups do come and just hang out with 20 or so of their friends so she is open to that idea. Board Chairman Callicrate said there are impromptu scenarios and that wouldn't be a group use. District General Manager Winqest said he isn't talking about teenagers that want to hang out rather he is talking about groups like family reunions, etc. Trustee Tonking said we are talking about when people are bringing in guests. Trustee Schmitz said we have these group reservations and we need to be able to make parking recommendations and perhaps we have group reserved parking area because parking is the other huge issue. District General Manager Winqest said we can educate people and we will ask them about how they are getting there. He doesn't want to create processes that are so nitpicky, we also have to do our jobs, and that we do our best to monitor as does security. Trustee Schmitz said so we haven't identified a number yet? District General Manager Winqest said no, you haven't done that and maybe an option is to do a group threshold and it will be a change for our staff. Board Chairman Callicrate suggested 25 as a threshold and monitor per parcel. Trustee Dent said, regarding limiting the amount of guests per picture pass holder, he is not sure and he is not opposed to the 25 per parcel. Trustee Wong said she is ok. Trustee Tonking said she is ok. Board Chairman Callicrate said 25 per group and do it per parcel.

HOTELS/MOTELS (OCCUPANTS)

Board Chairman Callicrate said something needs to be added into Ordinance 7 and this is a legal issue. Trustee Tonking said she agrees and we need to find a manageable and workable solution for all of us. Trustee Dent said he agrees and the question is how quickly can we get Special Counsel to weigh in on this? District General Manager Winquest said he believes we can set up meetings with the attorneys by the end of the week. District General Counsel Nelson said we have already reached out to Special Counsel and we can stay on that timeline. Trustee Schmitz said as it relates to parking at the beaches, how often do people come in and say the three cars behind me are all with me? That is not in the ordinance and so does someone in each vehicle have to have a pass? District General Manager Winquest said for the preferred parking, every vehicle has to have a picture pass holder in the vehicle and Staff is considering limiting parking on peak days to picture pass holders at Incline Beach. At Burnt Cedar, Staff is looking at the east part of the parking lot being opened to picture pass holders. The Sheriff has written parking tickets and Staff monitors it. Trustee Schmitz said on the flip side, we want people who have picture passes or punch cards to be able to park. District General Manager Winquest said he didn't know if it was necessary during shoulder season and he would like to allow Staff to dictate and will report to the Board as we are looking at overhauling. Trustee Tonking said she agrees with the preferred parking. District General Manager Winquest said it is not a wide spread issue. Trustee Schmitz said, referencing page 201, #3, in the middle, that this concept was not preferred and it should read was preferred.

BUSINESS IMPACT STATEMENT

District General Counsel Nelson introduced the business impact statement item and stated that the District has received oral comment and written comments and that Staff's recommendation is to approve it. Trustee Schmitz said, on page 289, strike the word "local" because perhaps they are not. Board Chairman Callicrate said he doesn't want to have the businesses impacted that are doing a valuable service with launching boats and noted that it is a fine line that we have to walk. District General Manager Winquest said it is a tough situation and that the language that is in there, the committee passed it on to special counsel to craft language, thus we relied on counsel to write this. The District has had nothing but great experiences working with the local residents, we do understand the impact, the committee made the recommendation in good faith and have two different types of business, both provide service and they are different. There were a few boat rental companies that didn't live here and those have gone away.

Trustee Schmitz said her perspective is, as a Trustee, our duty is to uphold that beach deed and can't overrule the recommendation from our counsel. Board Chairman Callicrate said Mr. Balkenbush was intimately involved and it is a tough situation but we can't breach the beach deed. Trustee Dent said he agrees with Trustee Schmitz as it is hard to go against what legal counsel is telling us to do. Trustee Wong said we are stuck between a rock and hard place on this one. Trustee Tonking said it is a really tough spot and violating the beach deed doesn't sound great.

Trustee Schmitz made a motion to approve the business impact statement with the modification of removing the word local on page 2 of that document. Trustee Tonking seconded the motion.

Board Chairman Callicrate said we are legally committed to follow the beach deed and that he hopes there is some way to work around this. We have to move forward and this is a tough, tough decision.

Hearing no further comments, Board Chairman Callicrate called the question and the motion was passed unanimously.

Board Chairman Callicrate said that he hopes we can work with the businesses and this is a hard decision. He is sorry that this is the case and hopefully there will be an opportunity for some additional business activity to help defray. District General Manager Winquest said it will go into effect on June 1. District General Counsel Nelson said this is just the business impact statement and the changes on Ordinance 7 will be on May 26. The Board will work through the process and what you will be seeing is both a redline and final version and that is what the Board will be voting on. There will also be a little bit of clean up that is non-substantive.

Board Chairman Callicrate called for a break at 8:52 p.m., reconvened at 9:05 p.m.

H.2. SUBJECT: Conduct interview(s) with applicants Vito Brandle, Mick Homan, and Raymond Tulloch and review, discuss and possibly make appointments to the Audit Committee in accordance with Policy 15.1.0 with terms commencing on beginning July 1, 2022 (Requesting Staff Member: Board Chairman Tim Callicrate) *(was General Business Item H.3.)*

The Board of Trustees conducted interviews with applicants Vito Brandle, Mick Homan, and Raymond Tulloch. Following are the questions and answers from these interviews:

Vito Brandle made a very brief opening statement.

Trustee Wong

What do you believe is the role of the Audit Committee? If appointed, what would be your number one item to accomplish?

Mr. Brandle

Follow the charter. Traditionally, it is to be a level set and partner that can help guide controls and guide overall group. Don't see them being a roadblock but rather help progress the overall charter of the Audit Committee. Most important thing to tackle – what are the objectives of the community and the Board, where can we help, and be part of the progress versus a roadblock.

Trustee Dent

Where do you see the biggest issue with IVGID and how you could impact the District moving forward?

Mr. Brandle

May not have the most storied experience so he would probably bring his past experience from different experiences and different locals and different communities and bring that to the table to progress things forward. Have to do a little more research and due diligence on what the problem is.

Trustee Schmitz

Have you viewed any of the livestreams of our Audit Committee meetings?

Mr. Brandle

Have done a couple of Board meetings, not seen any of the Audit Committee.

Trustee Schmitz

What is your time availability and schedule?

Mr. Brandle

Work for home and can be flexible; would have multiple hours per week and scale up or down depending on scenario.

Trustee Tonking

What are some of the things that are successes for Audit Committees and what are failures?

Mr. Brandle

More corporate world versus IVGID; frequently a roadblock is when the Audit Committee shoots down the progress rather than be a part of the change. Audit Committee provides advice and provides controls where necessary and utilizing the funds and progressing as we should. The desire of the Audit Committee should be driving that forward than being

on the no side. Used to being the person on saying no as CFO so this would be cooperative interaction, more motivated toward change and driving towards that end result.

Board Chairman Callicrate

How would you deal with a disagreement between Board and Staff? Say a major disagreement - how would you move forward.

Mr. Brandle

Serve at the pleasure of the Board, cohesive or not cohesive and the elements of the arguments. When there are multiple different ideas on the solutions, find out different perspective and find a middle way to cooperatively move forward. Try to find some middle ground to find some way forward and understand some scenarios where that can't be the case.

Mick Homan gave a short opening statement.

Trustee Dent

What is your time commitment and do you have any restrictions associated with that?

Mr. Homan

As of July, free and clear and living here full time.

Trustee Dent

What do you think is your greatest asset and being able to contribute and moving forward?

Mr. Homan

Experiences and skills he has as he has spent 11 or 12 years with one of the larger big firms' in private industry and was COO for a large company, direct relevant experience within the space itself.

Trustee Wong

What do you believe is the role of the Audit Committee? If appointed, what would be your number one item to accomplish?

Mr. Homan

Role is spelled out in the charter and being around to assist and counsel them and bringing to your attention those issues that he says. Came in with an open mind and haven't been here long enough to know what works and doesn't, and oversight and counsel to the Trustees.

Trustee Schmitz

Have you had the opportunity to view any of the Audit Committee meetings?

Mr. Homan

I have not.

Trustee Schmitz

What are the challenges that the Audit Committee faces?

Mr. Homan

No perception on the challenges faced here. A good Audit Committee follows its charter and has the expertise to do so and is smart enough to recognize when they don't need to bring in help.

Trustee Tonking

What is your experience with working with governmental agencies?

Mr. Homan

Going back to the 80's and 90's had a couple of quasi clients, not working with the Audit Committee at that time, experiences with systems, etc. Most of his career has been spent on the for profit side.

Board Chairman Callicrate

How would you deal with a disagreement between Board and Staff? Say a major disagreement - how would you move forward.

Mr. Homan

The Board is the decision makers, Audit Committee is to serve and provide oversight, Audit Committee has to stand up and let the Management and the Trustees know when there isn't a proper level of controls, etc. The Audit Committee job is to make sure you can rely on the information and make sure the numbers are transparent.

Board Chairman Callicrate

Impasse for whatever reason, can't seem to find a way to move forward, how would you get it to the next step?

Mr. Homan

Invite them into that conversation because not a decision maker. If he is providing counsel, disagreeing with his judgment, that's different from we have a decision we have to make and decide which is best. Former career, he has a line he won't cross, go past and he won't go any further. He will share that line and outside, he will disagree and disassociate. Optimal solution – there is no right or wrong answer, pros and cons of the various issues, his responsibility is to make sure those are surfaced and to try and guide you and not overlook things. His responsibility is to make sure you get it straight and not colored.

Trustee Tonking

What about a disagreement between Audit Committee member and the auditor?

Mr. Homan

His experience is that the auditors work for the Audit Committee and if there is a disagreement, that is not good. Can't imagine that there would be a real disagreement unless there is a lack of understanding on what's

being done. Both parties work with the same ethics/code. Extremely rare to have a disagreement between auditor and Management if working with a full set of circumstances. Understand the boundaries.

Ray Tulloch gave a brief opening statement.

Trustee Dent

Where can we do better and what do you believe was our greatest success?

Mr. Tulloch

Do better - not involved in the audit process enough, final audit report was presented to us and the Board same evening, that is not helpful. Slightly remiss in not being more hands on and getting more reports. Have helped improve the transparency and starting to get on the right track on capitalization. Helped to move things in the right direction. He has a 47-year career and his company does management audits which are more intrusive. Recent management audit managed to save \$102 million in Hawaii for the ratepayers, report is online.

Trustee Wong had no questions for Mr. Tulloch.

Trustee Schmitz said she had no questions because she has worked side by side with Mr. Tulloch and thinks he has done a very good job as the Chair during a challenging year and that progress was made.

Trustee Schmitz

If you are planning to continue on and thinking about the challenges we have had, what would be your vision on how the Audit Committee is going to operate?

Mr. Tulloch

Tried to stop from moving off topic, work more closely with Accounting Staff, and the District has a new auditor. His view is that it is tri-party operation. Not happy about standoffs between Staff and the Audit Committee and Auditor and Audit Committee. There are learned lessons there and the Audit Committee is trying to cover various things. Board of Trustees sees the Audit Committee as a roadblock, seen us put forward appropriate controls and providing guidance. Board of Trustees can accept or reject at their own peril. Corporate situations, where rejecting, there would be very strong shareholder pressure to find out why.

Trustee Tonking

Noticed over the last year, that you have frustration with Staff and the Board - what is motivating you and how do we mend that relationship?

Mr. Tulloch

He doesn't need to do this job as he runs his own company, is a full time race coach, and he has retired 6 times but he keeps being drawn back into business so that may be weakness. Do believe in trying to fix things and he has a strong skill set for sorting out business units that aren't working and get them on the straight line. Making difficult decisions, one doesn't make an omelet without breaking eggs. Something is either right or wrong; if something is wrong, you can't negotiate out of that as accounting standards work the same way.

Board Chairman Callicrate

There are situations where the Audit Committee is finding its way and during a difficult time but clearly they are perimeters, there are right and wrong.

Mr. Tulloch

Ethics and basic rules and one of his weakness is that his ethical standards become much stronger.

Board Chairman Callicrate

Philosophical difference, this is the way it is done and another person say this is the way, if there are a couple of ways to arrive at something and both are within the legal confines etc. how do you get past that impasse?

Mr. Tulloch

Capitalization policy - where there are different interruptions, when auditor is doing an audit, compiled with GAAP and GASB and not specifying what should be capitalized and what shouldn't. We need to be consistent with Board policy and previous reporting. Otherwise it is impossible with reporting. His own expertise with capitalization, as he has 40 years' experience, he is happy to put his own skill set against that. Tried to pass on that judgment, make it consistent, and it is hard to see what your financial performance is. The most important thing for residents is that they want to know where the District spends their money. Audit Committee has done and you have proclaimed how well the financials have been turned around over the past 2 years.

Board Chairman Callicrate

Stand by that comment, I still believe in the committee and was not willing to take anyone off the committee.

Mr. Tulloch

Would be a mistake, Audit Committee charter is set up in a particular way, charter has no provision for removal and he thinks that is very important. Independence is critical.

Trustee Tonking

Slight concern - great work and great ideas – however sometimes there is some disrespect towards Staff or even at our Board members.

Mr. Tulloch

He makes no apologies for that and he hasn't been disrespectful with Staff as he has pulled back.

Trustee Tonking

Do you think we can work through it and the animosity?

Mr. Tulloch

He is very direct, tells you what he thinks, and doesn't waste time. He has a much longer business experience and found that is the best way to do it. From the client, tell us what we need to hear and not what we want to hear.

Board Chairman Callicrate said thank you to all the members of the Audit Committee and that we have had some interesting conversations. We all live in a small community and if we disagree, we can disagree but let's not be disagreeable. Your directness may be perceived as animosity and that he is taking Mr. Tulloch at his word and he can't speak to the excitement at the meetings. He does know that you have become very agitated and have had to apologize. Mr. Tulloch said passion is an important part of it as they don't believe in what they are doing. Board Chairman Callicrate said he would like to see the Audit Committee continue in a robust fashion and with a fresh set of eyes. We have talked about that for the last several years not only at the Board level but with the Audit Committee so he wants to bring in that experience. Trustee Schmitz thanked Mr. Tulloch for the past year and in his acting in the role as Chair and acting as the liaison with the auditor; he has put time and talent into it. Mr. Tulloch said thank you and that this goes to the Audit Committee and there is a huge amount of research that Mr. Dobler has done.

Trustee Dent said that he wanted to let his fellow colleagues know that he reached out to District General Counsel about the terms and that given that we have a seat vacate for the last 10 months, is it truly a one-year appointment or appointing to fill Mr. Aaron's term and that District General Counsel agreed with that logic. We can appoint someone immediately so that the Audit Committee is not be a member short. District General Counsel Nelson said one exception would be Mr. Tulloch and he explained why. Trustee Tonking said so that appointment would be one year and a month if we are filling Mr. Aaron's slot? District General Counsel Nelson further explained and noted that the Policy 15.1.0 doesn't allow the removal

however Policy 3.1.0 provides that all advisory committees serve at the pleasure of the Board and therefore they can remove members.

Trustee Wong made a motion to appoint Mr. Brandle and Mr. Homan as our two (2) two year appointees. Trustee Tonking seconded the motion. Board Chairman Callicrate called the question and the motion passed with Trustees Callicrate, Tonking and Wong voted yes and Trustees Dent and Schmitz voting no.

Trustee Dent made a motion to appoint Mr. Tulloch to begin serving on July 1 as a one-year appointee. Trustee Schmitz seconded the motion. Board Chairman Callicrate called the question and the motion passed with Trustees Callicrate, Tonking, Dent and Schmitz voted yes and Trustee Wong voted no.

H.3. SUBJECT: Review, discuss and possibly consider supplementing FY2021/22 Independent Audit to Include Additional Agreed-Upon Procedures Related to 1) Capitalization of Assets and 2) Purchasing/Contracts; Authorize the Audit Committee Chair to Execute Individual Engagement Letters Covering Supplemental Audit Services, and Authorize Additional Task Orders to the District's Existing Contract with DavisFarr, LLP, in a Cumulative Amount Not-to-Exceed \$20,000 (Requesting Trustee: Sara Schmitz and Director of Finance Paul Navazio) (was General Business Item H.1.)

Director of Finance Navazio gave an overview of the submitted materials. Trustee Schmitz said we worked together, have some fine tuning to do and the Audit Committee reviewed this and voted to be supportive of it as well. Trustee Wong said our annual fee is \$49,000 and the additional fees are almost half of our annual fees. Director of Finance Navazio said the auditor provided a range and maxed out at \$10,000 per and up to \$20,000. Trustee Wong said it is almost half of our full annual audit. Director of Finance Navazio said that is correct. Trustee Wong said this is ridiculous and she can think of a dozen community programs that we can provide that is not an additional waste and when we haven't received anything that is wrong; she is flabbergasting by this proposal and she is absolutely not going to support this action. Trustee Tonking said we are constantly doing consultants, she is with Trustee Wong, we do have a fiduciary duty and for this scope, it is a lot of money; we should do a bigger project and don't think we should do this. Trustee Dent said he appreciates Trustee Schmitz and Director of Finance Navazio working to improve our overall finances and willingness to

work alongside the Audit Committee. In an effort to move things forward, and he thinks we are almost there, he is in favor of this action. Trustee Schmitz said one of the things addressed in here is the opportunity to do a contract sampling. There is value in this such that we have financial reports that don't have material weaknesses and deficiencies. The Board of Trustees asked the Audit Committee to do this, this is the result, we put a lot of effort into this and we worked with Ms. Farr. This is an opportunity to get us on a more solid ground from last year's audit.

Trustee Schmitz made a motion to

- 1) Authorize the Audit Committee Chair to execute supplemental Engagement Letters, with the District's Independent Auditor, DavisFarr, LLP for additional audit services related to capitalization of assets and purchasing/contracts, to be performed in conjunction with the firm's audit of the District's FY2021/22 financial statements;
- 2) Authorize additional contract authority for the recommended supplemental audit services, in an amount not-to-exceed a cumulative cost of \$20,000;
- 3) Authorize associated Task Orders (#3 and #4) under the District's existing multi-year professional services contract with DavisFarr, LLP covering specified supplemental audit services

Trustee Dent seconded the motion. Board Chairman Callicrate asked for comments, receiving none, he called the question – the motion passed with Trustees Callicrate, Dent and Schmitz voting in the favor of the motion and Trustees Tonking and Wong voting opposed.

H.4. SUBJECT: Review, discuss and possibly provide input to the FY2022/23 Budget: Update/Summary of Revisions to Tentative Budget to be included in Final Budget subject to Board approval on May 26, 2022 (Requesting Staff Member: Director of Finance Paul Navazio)

Director of Finance Navazio gave an overview of the submitted materials. Trustee Dent asked if Staff could elaborate a little further on their discussion with the Department of Taxation related to transferring funds from the General Fund to other funds and why the dog park can't have that transfer but it is okay to put it into the General Fund and doing something like that with the Utility Fund since we have an abundance of funds in the General Fund? Director of Finance Navazio said Staff had contemplated transferring to the Parks Fund \$100,000 for a dog park and contemplated transferring

money to the Utility Fund to shore up/help fund balance and reserves. The State has clarified that we are precluded from transferring any monies to any enterprise fund. In the case of the dog park and the preliminary work, Staff is setting up a project and charging it to the General Fund as a special project and there is no preclusion about that. There isn't really an analogous situation with the Utility Fund. Theoretically, could we budget a Utility project to General Fund – it is more likely to set it up as a loan. Trustee Dent asked if you could come up with a couple of projects for the General Fund and could we plan for that now and create a project within the General Fund? Director of Finance Navazio said we could look at that. One of the things we have done is we have allocated some Engineering time to the General Fund and we need to be very thoughtful and careful about whatever we do. Trustee Schmitz said in lieu of transferring funds, would it be possible to give the Utility Fund a Central Services Cost Allocation holiday from the General Fund to the Utility Fund? Director of Finance Navazio said he is not aware of anything from the Board to give that direction rather it is inconsistent with full cost recovery. He isn't aware of anyone doing that and number is \$400,000 to \$500,000. Board Chairman Callicrate said we can't comingle funds and this this a fine line we would be walking. Director of Finance Navazio said it is a policy call and he stands by the call that the General Fund is discretionary. Had the District retained them as special revenue funds, it wouldn't have been a problem like it is with proprietary funds. The real concern with the Utility Fund is that they are not at the reserve that we should be and that it will be 2025/2026 when we meet all reserves so we need to keep an eye on that. Staff can look at whether we actually charge the Utility Fund however we do need that direction from the Board if your desire is to incorporate that into the final budget. Trustee Dent said we should incorporate that into the final budget. Trustee Tonking said she is a tad hesitant. Board Chairman Callicrate said we need a little more time and tread very cautiously in this area. Director of Finance Navazio said there are two issues here – what is the appropriate use for the excess use of the monies in the General Fund and how we operate the Utility Fund and be healthy. He did take note about the bond and he would like to have the discussion holistically. Trustee Schmitz said, on page 323, we take about the League of Cities, she was thinking we were going to step the increase over 2 or 3 years? Director of Finance Navazio said it provides maximum flexibility and is a placeholder. Trustee Schmitz said as it relates to Community Services, really hope that we can do a better job of what we are going to need, this year was spending down the fund balance, instead we are increasing our fund balance. Something that we need to get better at is not over budgeting and not building fund balance. Trustee Tonking said it is on the Board, we have been a little bit slow and also on us to bear that

burden. Trustee Schmitz said Staff is being a little more realistic and how much can Staff get done. Trustee Tonking said we delay and we, as a Board, aren't very good at passing projects, thus it's on us too. Director of Finance Navazio said there are significant funds that get carried over, ordered a lot of equipment and it is delayed. We made the commitments, and he knows that the Staff is very attuned to capacity for Staff and then projects come up like the Recreation Center expansion. It is about timing of contracts and purchases. Trustee Schmitz said when we are doing the final budget and submission to the State, are we going to be moving into the Facility Fees to non-operating revenue? Director of Finance Navazio said we will be presenting it both ways as it is a revenue source in our financial statement. The State has rendered their opinion and the Facility Fee is appropriately represented on their forms and he will follow up on that point.

I. MEETING MINUTES (for possible action)

I.1. Meeting of April 13, 2022

Board Chairman Callicrate asked for changes; none were submitted so the meeting minutes of April 13, 2022 were approved as submitted.

J. FINAL PUBLIC COMMENTS*

Yolanda Knaak said she is a candidate for IVGID and thank you for the hard work on Ordinance 7 as so many people complain about beach overcrowding. So glad we have 3 great Audit Committee members.

K. ADJOURNMENT (for possible action)

The meeting was adjourned at 10:36 p.m.

Respectfully submitted,

Susan A. Herron
District Clerk

Attachments*:

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

Submitted by Susan Marelich – Letter dated May 9, 2022

Submitted by Ali Warner – Public comments

Submitted by Carole Black – Public Comment IVGID Meeting 5.11.2022

Submitted by Clifford F. Dobler – Board of Trustee Meeting – May 11, 2022

Submitted by John Ciacchella – Revised May 2, 2022 to the Board of Trustees

Submitted by North Shore Boat Rentals – Letter dated May 11, 2022

Submitted by Marsha Berkbigler – IVGID Water Storage Tanks drawdown
calculations during a large wildfire

INCLINE BOAT STORAGE & MARINE



A Close Corporation

David P. Marelich, President
Susan G. Marelich, Secretary/Treasurer

Enclosed & Secured

May 9, 2022

Chairman	Tim Callicrate	callicrate_trustee@ivgid.org
Vice Chairman	Matthew Dent	dent_trustee@ivgid.org
Treasurer	Michaela Tonking	tonking_trustee@ivgid.org
Trustee	Sara Schmitz	schmitz_trustee@ivgid.org
Trustee	Kendra Wong	wong_trustee@ivgid.org
District Clerk	Susan Herron	sah@ivgid.org

Re: Incline Boat Storage & Marine (IBSM)

Dear IVGID Trustees:

The following Business Impact State was prepared pursuant to NRS 237.090 to address the proposed impact of changes to Ordinance 7 which may limit the use of the boat ramp located at Ski Beach by certain commercial parcel owners and their tenants.

On April 2, 2022, we provided a letter describing our concerns to potential changes to Ordinance 7 as it relates to proposed restriction to our tenants' ability to use the boat ramp. For convenience, a copy of this letter is attached to this Business Impact Statement as a part thereof.

As 44-year residents of Incline Village, we fully appreciate our community's desire to reduce overcrowding at Incline's ramp and beaches. As owners of IBSM for 33 of those years, we've had more experience and interaction with the community and IVGID than almost anyone else as related to Ski Beach ramp. We can confidently state that our contribution to congestion at the beaches and ramp is minimal, as we haven't expanded our customer volume in 17 years. Whatever scenarios in recent years has caused IVGID and the Special Committee to propose Ordinance 7 changes were not the fault of IBSM.

We have provided storage for boats in our commercially owned and permitted facility since 1989 and currently have 222 commercial tenants. Of this total number, 138 are Incline residents with beach access. The remaining 84 tenants (38% of our base) are without beach access. Thirty four of the 84 only launch once at the beginning of the season as they go on buoys or in marinas. The other 50 non-residents may launch between 1 to 8 times per season. It should be noted that very rarely do they use the beach for any purpose other than the launch and retrieval of their boats at the ramp.

If IBSM is unable to service these tenants on the ramp, it would lose the respective income from storage, mechanical work, detailing, fiberglass repair and fuel services. This loss in income would quite possibly result in IBSM being compelled to close its doors resulting in the termination of up to 15 full and part-time employees. The impact to IBSM would also result in a significant decrease in the value of its property and, of course, the business itself.

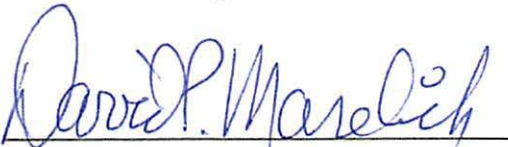
IBSM provides preventative and emergency mechanical services to dozens of additional Incline residents and visitors to our town who aren't our tenants. Our on-site fuel tank reduces congestion at Incline's gas stations. We bring dependable revenue to IVGID every summer season which not only includes boat launch fees, but also fees collected for every person on board their boat. We don't rent boats or market the use of IVGID's private facilities.

We understand that certain parties are doing business on IVGID property in a manner that may be considered inconsistent with the right permitted under the June 4, 1968 Deed. We want to reiterate that we believe that we and all other users of the affected IVGID facilities should comply with the Deed. We also strongly believe that our ownership of our commercial parcels and our business should be evaluated and considered, and distinguishes our business from other users who may otherwise appear to be seemingly similar.

In summary, we believe that the restrictions proposed would have extreme negative financial consequences to IBSM, specifically, and negative consequences to the community at-large. We are very willing to work with IVGID staff and the Board to participate in any discussions that would result in a solution to beach overcrowding. An example could be to construct some type of screening at the ramp which would prevent people from walking onto the beach.

Thank you for your time and consideration with this very important task you've been handed, and especially how it relates specifically to Incline Boat Storage & Marine.

Best personal regards,
Incline Boat Storage & Marine



David P. Marelich



Susan G. Marelich



Mark D. Marelich

Cc: General Manager

Indra Winquest

indra_winquest@ivgid.org

INCLINE BOAT STORAGE & MARINE



David P. Marelich, Owner
Susan G. Marelich, Owner

Enclosed & Secured

Date: April 2, 2022

Chairman	Tim Callicrate	callicrate_trustee@ivgid.org
Vice Chairman	Matthew Dent	dent_trustee@ivgid.org
Treasurer	Michaela Tonking	tonking_trustee@ivgid.org
Trustee	Sara Schmitz	schmitz_trustee@ivgid.org
Trustee	Kendra Wong	wong_trustee@ivgid.org

893 Southwood Boulevard
Incline Village, Nevada 89451

Re: Incline Boat Storage & Marine (IBSM)

Dear IVGID Trustees:

As the owners of IBSM, we, along with our son, Mark, would like to express our gratitude for over 33 years of a great working relationship with IVGID facilities and staff. It has been a pleasure associating with General Managers as well as all the employees we interact with during the boating season.

In 1989, we purchased the commercial property at 875 Oriole and later the adjoining property at 869 Oriole Way. These parcels are located within the community's intended Industrial Zone, off any busy streets and are not situated on any scenic corridor. We are located directly behind the North Lake Tahoe Fire Department and have an approved sprinkled building ensuring a safe place for boat storage in our community. We provide a Certificate of Liability Insurance annually which names IVGID as a certificate holder.

Our business provides boat storage and maintenance to over 200 commercial tenants. All of these tenants have lease agreements with a minimum of an 8 month term with the majority of tenants storing year around. Currently, we have approximately 60 "winter" customers whom we only launch one time a season as they go on buoys or in marinas. For the balance of our annual tenants, we provide an optional launch and retrieve service. These tenants are not daily or even weekly launches, only using the ramp between five to ten times during the entire summer season. It has been our experience that our tenants spend the day on the Lake and rarely use the Incline beaches.

IBSM has never rented boats to the general public nor intends to do so in the future. We don't conduct business on IVGID property, such as orienting customers with a vessel, signing contracts at the boat ramp, or exchanging money on District property. We have consistently brought revenue to the Ski Beach ramp for more than three decades.

We have trained and respectful staff who are proficient boat launch and retrieve operators. Based on our training and experience, our staff gets in and out of the ramp faster and safer than the typical person. We are pleased to often help other users of the ramp who may need assistance with launching, thereby preventing traffic logjams and maintaining or enhancing ramp access efficiently.

As you are aware, there is a shortage of legal boat storage options in Incline Village which directly contributes to crowding of our public roadways. At no time does IBSM store boats or trailers along public roadways, and we ensure that more than 200 boats and trailers are only parked on our private property. We have a permitted fueling station at our facility to fill up our tenants' boats. This means that we do not contribute any congestion to Incline's gas stations. Our business is also entirely local, so you will not see us hauling boats back and forth on our community's highways.

In addition to helping over 200 of our own tenants, we assist many non-storage customers with mechanical services for their boats, personal watercrafts and trailers every season. Oftentimes, fellow boaters find themselves in emergency situations with trailer or vessel operation, and our certified technicians help these people as soon as possible.

We're concerned that a new limitation or regulation of our ability to serve our tenant/clients and the community could cause IBSM to shutter its doors. This would most certainly lead to more congestion in our town, more inexperienced and unsafe boat owners attempting to use the ramp and parking lots, and an eruption of uncertified, uninsured, and disreputable pop-up boat "storage companies".

We know the Special Committee is considering potential proposals at an upcoming meeting which may result in changes to our use of the boat ramp and adjacent facilities. We understand that the catalyst for these proposals may be that certain users be considered to be doing business on IVGID property in a manner that may be inconsistent with the rights permitted under the June 4, 1968 Deed (the "Deed"). We agree that all users of the affected IVGID facilities should comply with the Deed and regulations promulgated therefrom. We also believe the facts and circumstances relating to different users, even if seemingly similar, should be evaluated and considered.

It is our understanding from our reading of the Deed that parcel owner's tenants are allowed to use the deeded property. There is no distinction between residential and commercial tenants in this Deed. According to our Storage Agreement, the relationship between IBSM and its clients is that of landlord and tenant. Respectfully, we believe that the Deed applies to IBSM

and its clients and to permit the clients (as tenants) to use the deeded property. In fact, we have built our business around this premise. The Deed also has no exclusion for commercial properties or stated prohibitions restricting a commercial property owner from allowing its guests and/or tenants to access the beach/boat ramp for recreational purposes. We believe that ownership of our property in Incline Village and our relationships with our tenants distinguishes our business from others who may be using the boat ramp facilities and therefore request this distinction be appropriately considered.

In summary, as 44 year full-time residents of Incline Village, we have always supported the community through many endeavors including being a member of the Rotary, working with the preschools, elementary, middle and high schools, along with sponsoring many community events. Our sons were born and raised here and Mark has responsibly taken over the day-to-day operations of the business. We sincerely hope our business that contributes to the community will be allowed to continue without new restrictions that would hurt both us and other residents of our town.

Please hold these thoughts and facts in high consideration when reviewing any proposed changes in the way we operate our business. Especially reflect on this crucial truth: our business has not expanded its customer volume in 17 years. So whatever overcrowding, overburdening, visually disrupting, or access abusing problems forced IVGID and the Special Ordinance 7 Committee into crafting a proposal did not originate from IBSM.

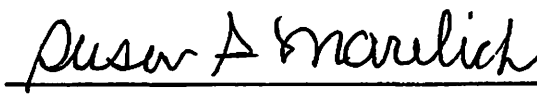
We very much appreciate your time and effort in addressing the issues that now face our community, and sincerely hope you can see the benefit in allowing us to continue doing business as we have for more than 33 years.

Thank you again for your thoughtful consideration.

Best personal regards,
Incline Boat Storage & Marine



David P. Marelich



Susan G. Marelich

Cc: General Manager Indra Winquest
Public Record Officer Susan Herron
(to be included in Public Record)

indra_winqest@ivgid.org
sah@ivgid.org

Esteemed members of the Board of Trustees

My name is Ali Warner. My family and I live full time in Incline Village at 628 Village Blvd, and we are the owners of a 38 key hotel called the Parkside Inn. The Parkside Inn is one of only two hotels in Incline Village and the only hotel that is not on beachfront property.

I'd like to start by thanking the Board of Trustees for the continued commitment to the community. I'd also like to take a second and recognize the IVGID staff who provide a culture of care that we are lucky to have in Incline. We simply love living here.

We are before you today as fellow community members with a dream that in this beautiful setting we can make a positive difference for one another. We have met some of the most inspiring people here and have felt supported by the care everyone has for their neighbor. It is this intention we take into living here and owning a business in the area. Our objective for the hotel is to serve the community, make a positive difference, and provide the best Incline Village experience possible for our guests. We are optimistic we can accomplish this goal in a respectful and loving manner.

All that said, we have issued a letter to the Board of Trustees related to Ordinance 7. The Beach Deed specifically mentions Occupants of Hotels and Motels as beneficiaries, but Ordinance 7 does not provide any language related to Hotels or Motels. To address this, we request the addition of the following language which is only two sentences (and I'll read it):

"Occupants of Hotels and Motels are specifically named as beneficiaries by the Beach Deed. Hotel and Motel occupants are allowed access by providing proof that they are current occupants of the Hotel or Motel through a mutually agreed upon verification process."

Through the inclusion of this language, it is possible to respect the unique nature of hotel and motel business operations as intended by the framers of the beach deed. This language also allows for collaboration to ensure a mutually beneficial verification process is established with the highest level of transparency.

I appreciate the time today to speak on behalf of this important and necessary addition to Ordinance 7.

Thank you

PUBLIC COMMENT IVGID Meeting 5.11.2022

Re Item E1 VERBAL UPDATE AND CLARIFICATION REGARDING REACTIVATING THE CRYSTAL BAY WATER PUMP STATION

Submitted by Carole Black, Incline Village Resident

While I don't know what comment will be offered this evening, I have heard prior presentation regarding this item which raises significant concerns:

1. The reactivation of the pump station has been presented in another forum as part of a commercial project to harvest, bottle and sell Lake Tahoe water. This larger project is ill-advised for several reasons including:

- First, if the additional pump station would need to be reactivated for fire protection/abatement and/or water supply, officials have stated that the responsible agencies are fully prepared and resourced to perform this activity themselves – i.e. nice offer but not clear its needed especially with strings attached

- Tapping our area's precious water supply for commercial export is at best scary in the setting of severe drought**, recent poor seasonal snow pack, several years of low lake water levels and observed reservoirs drying up throughout the west. This project has been proposed to drain up to 2 million gallons/month; 24 million gallons/year of water with no guarantee of replacement rates and at a time when current Tahoe area "water storage" (snowpack plus reservoir) is reported to be about 1/3 of historic averages for May.*

- Further the proposed project is suggested to be a community plus by creating a revenue stream but at what cost: truckloads in and out of IVCB daily creating noise, VMTs, exhaust and traffic in an already very congested area plus supplies > likely countless added bottles – all anti-environmental impacts

2. While the comments this evening may focus on the provision of a "service" to IVGID, I thus fear this is a form of "Trojan horse" offer. Thus, were an offer to reactivate the pump station "for the community" to be considered, it should EXCLUDE commercialization of Tahoe water. This is a precious resource, critically needed locally. Even the current vodka production could be questioned but commercial water bottling would I believe require many factors more water. Further, it is not correct that, if the water is not removed, it will nonetheless disappear either by evaporation and/or spillover out of the lake as the proposer has stated elsewhere - some surface water will always evaporate and, when there are high lake levels, some will "spill-over". But without sufficient inflow which is not guaranteed, removal of water volume for uses elsewhere will nonetheless additionally lower the amount of reservoir/stored water over time which we likely cannot afford given our drought situation.

Thank you for not allowing this overall adverse use of our precious area natural resources.

Addendum: Sources re water supply risk:

**UCSD Scripps Institution of Oceanography report tracking water storage in reservoirs plus snowpack by month (https://cnap.ucsd.edu/storage_in_sierra_ucrb/) includes a graph showing that currently Tahoe area water storage (lake above rim plus snowpack) is at approximately 1/3 historic average (1981-2010) for the month of May*

***National Drought Monitor shows Tahoe area to be in "severe drought" (<https://droughtmonitor.unl.edu/>)*

Public Comment - Clifford F. Dobler - Board of Trustee Meeting - May 11,2022

This written statement is to be made part of this meeting minutes

I thought it would be a good time to provide some tidbits not included in the 3rd quarter Capital Improvement Program Status Report. Item E- 3 pages 53-60

All columns reporting the expenditures are not as of 12/31/21 but as of 3/31/22. A obvious error to confuse the readers.

Next. The Budget for fiscal 21/22 is \$16.7 million to be spent, however, as usual it is now estimated that \$6.3 million will NOT be spent and most but not all will be carried over to the next fiscal year. Only a 63% efficiency factor. Collect money then not spend it nor restrict it. A constant pattern of inefficiency.

Next - A classic item - In 2021, \$20,000 was budgeted for a Yamaha Rhino ATV however was not purchased. Staff forgot to carryover the budget into 2022. So no budget but the vehicle was purchased anyhow, and now Staff seems to be looking for money for something already purchased.

Next - A contract was issued to design lining for wastewater pond #2. \$463,000 has been spent and will now be abandoned since someone forgot to consider the prohibited costs of impervious coverage required by TRPA and possibly rebuilding the dam.

Next - Since fiscal 2019, Staff has created a creeping budget to improve Sewer Pump Station #1. The budget started at \$220,000 in 2019, increased to \$470,000 in 2020, increased to \$1,120,000 in 2021 carried forward into 2022 and now being carried forward again into 2023. Anything done the last four year. Apparently not.

Next \$533,360 was budgeted for new golf carts at the Championship Golf Course. Apparently the order did not get in on time and will not be delivered until fiscal 2023. Good luck with the old carts.

Next - Budgeted \$220,000 in 2020, another \$300,000 in 2021 for new paving at Diamond Peak & Ski Way which was then carried over into 2022. The Facility Fee was pocketed and now the project is postponed until 2026. No restriction will be placed on the cash.

Finally, the Utility Fund has a \$865,000 budgeted to purchase some large equipment. Nothing will be spent but the budget will be carried over into next year with no restrictions placed on the cash.

These items should be explained in the report rather than a jumbled up bunch of numbers with wrong dates. The point. There is no real effective Capital Improvement Plan or Budget.

From: John C [mailto:johnfc@gmail.com]
Sent: Wednesday, March 9, 2022 3:59 PM
To: Info IVGID <info@ivgid.org>
Subject: Public Comment - IVGID BoT Meeting on March 9th

Revised May 2, 2022

To the Board of Trustees

Back in late 2020/early 2021 Moss Adams made specific recommendations to the Audit Committee pertaining to Capitalized Assets. These recommendations were presented and accepted by the Audit Committee.

The Audit Committee then sent these recommendations to the Board of Trustees, where the Board accepted all the recommendations made by Moss Adams. IVGID Management was then instructed by the Board to adopt **all** of the recommendations made by Moss Adams.

However, it appears IVGID Management has not followed through in adopting one of the recommendations that was made by Moss Adams.

Specifically, the recommendation to expense the cost incurred in the preliminary stages of a project that are not directly connected with creating service capacity of a particular asset.

The specific recommendation made by Moss Adams which IVGID Management has not followed: **"Accepted practice includes recognition of the different stages of a project including preliminary, construction and post-construction. Preliminary stage activities include conceptual formulation and evaluation of alternatives, determination of future needs, feasibility studies, and development of financing alternatives. Costs incurred in the preliminary stages are expensed as costs in this stage are not directly connected with creating service capacity of a particular asset."**

Examples of where IVGID management has not implemented this recommendation and expensed as cost incurred and to be expensed include:

\$78,506 for the Waterline Leak
\$119,498 for the Burnt Cedar Pool
\$3,179,600 for the Effluent Pipeline Phase II

These and other specific examples where Management has failed to apply proper expensing of costs as required can be found in **Exhibit A** of the Memo dated 5/31/21 to the Audit Committee by Cliff Dobler.

Not only has IVGID Management failed to implement all the Moss Adam recommendations as instructed by the Board of Trustees, IVGID Management decided to hire, at additional cost to IVGID, an outside auditor (Davis Farr) to review and

comment on the Moss Adams recommendations and the direction it received by the Board. Note, IVGID Management was not asked to secure this second opinion and further has failed to follow all the recommendations as instructed by the Board of Trustees.

The Board needs to hold IVGID Management accountable to following through on its instruction to implement **ALL** the Moss Adams recommendations, specifically how capital projects should be expensed as incurred. Not doing so is exposing the IVGID community to downstream financial risks and is not being transparent with the community on the true financial state of IVGID. Not to mention this is also a breakdown in governance between the Board of Trustees and IVGID Management.

Action the Board of Trustees needs to take:

- Instruct IVGID Management to follow all the recommendations made by Moss Adams.
- Retain Moss Adams to review implementation progress by IVGID management and gaps that have yet to be closed regarding the recommendations they originally proposed.

Sincerely,

John Ciacchella
Retired Partner - Deloitte
999 Fairway Blvd
Incline Village, NV
(650) 814-0119

North Shore Boat Rentals



May 11, 2022

IVGID District Clerk
Susan A Herron
893 Southwood Boulevard
Incline Village, Nevada 89450

Subject: Business Impact Statement Response Ordinance 7 IVGID, North Shore Boating, LLC dba North Shore Boat Rentals, Mr. John Causey

Dear Ms. S. Herron, IVGID Trustees et al;

In response to your letter pursuant to proposed changes to NRS 237080, (last amended on March 25, 1998) North Shore Boating LLC dba North Shore Boat Rentals, Mr. John Causey; below please find our business impact statement as follows with regard to paragraph 4 items a, b; and comments (please find attached your letter) we respond as follows:

Further with regard to items (a), (b) and our comments: the IVGID boat ramp and access to Incline beaches according to existing NRS 237080 Ordinance 7, are not only critical but essential to the daily operations of North Shore Boat Rentals—as they are the only access and launch point for boats available in Incline Village to card holding members. The services provided by us to the residents of Incline Village as a critical and exclusive service to pass holders who wish to access IVGID beaches and enjoy boating and Lake Tahoe amenities as guaranteed by their card holding privileges. Access to the boat ramp is essential to our continual operations as IVGID members are our customer base and important to the survival of our business. These card holders are guaranteed access to and use of the boat ramp as outlined in NRS 237080. Nowhere are they legally required to purchase or own boats in order to enjoy their cardholding privileges. In fact such a demand of IVGID upon Incline Village cardholders and members would be extremely prohibitive and may infringe upon individual rights of these holders to lawfully enjoy their IVGID beaches and Lake Tahoe.

The services provided by North Shore Boat Rentals within Incline Village are an exclusive service to these card holders and their guests. A sole means by which they gain access to the waters of Lake Tahoe enjoying the lake and Incline beaches as they are guaranteed access to do so as card holders. In reading the proposed changes we are in full compliance with the rules as they exist currently and we are in compliance with the changes proposed. As stated above these provisions are directly inline with our business model and how we have been doing business all along for over a decade. Thank you for including us in this process.

North Shore Boating LLC,
John Causey

IVGID WATER STORAGE TANKS DRAWDOWN CALCULATIONS DURING A LARGE WILDFIRE

Water storage capacity in IVGID community tanks (max.)	6,540,000 gal.
1 st hour of wildfire; 4 Type 1 Engines (1,500 gpm each)	(360,000)
Water Plant production at capacity (5,900 gpm)	<u>+354,000</u>
Water storage available in tanks	6,534,000 gal.
2 nd hour of wildfire; 8 Type 1 Engines (1,500 gpm each)	(720,000)
Water Plant production at capacity (5,900 gpm)	<u>+354,000</u>
Water storage available in tanks	6,168,000 gal.
3 rd hour of wildfire; 17 Type 1 Engines (1,500 gpm each)	(1,530,000)
Water Plant production at capacity (5,900 gpm)	<u>+354,000</u>
Water storage available in tanks	4,992,000 gal.
4 th hour of wildfire; 34 Type 1 Engines (1,500 gpm each)	(3,060,000)
Water Plant production at capacity (5,900 gpm)	<u>+354,000</u>
Water storage available in tanks	2,286,000 gal.
4 hours & 34 min. of wildfire;	
50 Type 1 Engines (1,500 gpm each)	(2,550,000)
Water Plant production at capacity (5,900 gpm)	<u>+200,600</u>
Water storage available in tanks	<u><u>(63,400) gal.</u></u>

ASSUMPTIONS:

- (1) Water tanks storage capacity & maximum water plant production rates provided by Brad Underwood, IVGID Director of Public works.
- (2) Type 1 Fire Engine maximum pumping capacity provided by Jennifer Donohue, NLTFPD Fire Marshall.
- (3) 4 Type 1 Fire Engines in operation at full capacity in the 1st hour, 8 in the 2nd hour, 17 in the 3rd hour, 34 in the 4th hour, and 50 in the 5th hour.
- (4) NO other water consumption takes place by property owners and all water would thus be directed to firefighting efforts (a very high improbability).
- (5) The fire starts somewhere nearby, thus not allowing for the staging of a significant amount of firefighting resources from the very start; doing so would deplete the water from the storage tanks much faster.
- (6) The schedule of fire trucks was staggered to account for the fact that the NLTFPD is a small fire department with limited resources. Additionally, there is not a substantial number of fire equipment resources in the nearby area. The delay in resources implied in the schedule is that additional resources would have to first come mainly from Reno, and then can expand from areas like Carson City, to others possibly as far as Roseville, CA and beyond.

ADDITIONAL NOTES:

- (1) Based on the assumptions and resultant calculations stated herein, the water runs out during the 4th hour and 33rd minutes of pumping operations. At that point in time, the water from the IVGID water plant can only sustain 4 Type 1 Engines at full capacity.
- (2) The number of fire trucks utilized in the calculations herein are probably on the very low-end in a very large wildfire. The Caldor Fire statistics validate that. Cal Fire reported in the Caldor Fire incident report on 09/01/2021 that there were **490 Engines** assigned to the fire. That was the same day that news outlets reported that the local fire district officials stated that area (South Lake Tahoe) was experiencing a huge drawdown on the water supply due to people leaving hoses on their roofs or running their sprinklers, and was actually hampering firefighting efforts. The caption below the video stated "FIRST ALERT FIRE - FIREFIGHTERS DEALING WITH LOSS OF WATER PRESSURE AS HOMEOWNERS LEAVE SPRINKLERS ON". Based on Cal Fire incident reports, the number of fire engines seemed to peak around 523 engines on 09/02/2021 - 09/03/2021.
- (3) It is important to acknowledge that the Cal Fire incident reports for the Caldor Fire did not indicate how many of the fire engines are Type 1 Engines with a pumping capacity of 1,500 gpm, versus, for example, Type 3 Brush Engines with a pumping capacity of 500 gpm. Irrespectively, the inclusion of 50 Type 1 Engines in the calculations should be on the low-end of the range in a large sustained wildfire.