

NOTICE OF MEETING

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

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

A. PLEDGE OF ALLEGIANCE*

B. ROLL CALL OF TRUSTEES*

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

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

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

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

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

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

F. CONSENT CALENDAR *(for possible action)*

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

Incline Village General Improvement District

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

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

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

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

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

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

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

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

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

Recommendation for Action:

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

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2. Direct the General Manager to Sign the Agreement.

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

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

G. GENERAL BUSINESS (for possible action)

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

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

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

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

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

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

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

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

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

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

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

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

Recommendation for Action: That the Board of Trustees:

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

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

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

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

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

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

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

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

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

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

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

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

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

J. BOARD OF TRUSTEES UPDATE

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

L. ADJOURNMENT (for possible action)

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CERTIFICATION OF POSTING OF THIS AGENDA

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

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

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

/s/ Heidi H. White

Heidi H. White

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

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

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

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MEMORANDUM

TO: Board of Trustees

FROM: Susan A. Herron
Director of Administrative Services

THROUGH: Bobby Magee
District General Manager

SUBJECT: Review, Discuss and Approve Revisions to Board Practice 6.2.0 - Budgeting and Fiscal Management Community Services and Beach Pricing for Products and Service

DATE: May 8, 2024

I. RECOMMENDATION

Review, discuss, and approve the changes as provided to Practice 6.2.0.

II. BACKGROUND

An internal report was provided to the Board of Trustees by the District General Manager on or about April 15, 2024. Staff has taken the input that was received from Chair Schmitz and has either incorporated the requested input or provided an explanation below.

III. INPUT RECEIVED

For each venue, to review and add to the pricing policy services not covered in the policy with an explanation as to how each service

relates to the pyramid. (Trustee request) [No change to the practice]

The only section in which the pyramid (Appendix A of the practice) is mentioned/referenced is Parks, Recreation and Tennis thus its applicability would be presumed to only be to those programs within that section.

Each time a program is contemplated in Parks, Recreation and/or Tennis, the attached program evaluation form (Exhibit B) is completed.

IV. QUESTIONS(Q) ASKED AND ANSWERS (A)

Q1. Were cost recovery targets set by the Board for each venue during the 2023/2024 budget as required by this practice? (Staff request) [No change to the practice]

A1. Staff does not recall specific cost-recovery targets set during the annual budgeting process however with the budget approval it is assumed that the specific revenue/uses targets were established by the Board of Trustees.

Q2. We should have consistent policy across venues for ease of understanding of staff and passholders. (Trustee request) [No change to the practice]

A2. Staff agrees and working with Legal, we are trying to establish practices that are consistent across the Community Services venues. At Public Works, the Household Hazardous Waste program has the following as one of its requirements:

- Proof of residency in Incline Village or Crystal Bay, Nevada is required.

Q3. Be clear about having to show a valid picture pass to receive discount, buy passes, check in (golf, ski, beach, rec center). (Trustee request) [No change to the practice]

A3. A verbal review was done with all venue managers and they confirmed that they have this information at their venues, up on their websites, and all of their Staff has been trained to ask for picture passes when a discount, purchase, and/or check-in happens.

In our Customer Service trainings, Staff is taught to remember guests and address them by name whenever possible so as to enhance that personal service feeling. Staff does use this technique with frequent guests.

Q4. Food and beverage discounts and policy for use. This may be clarification that the policy is a discount for passholders and not their guests for F&B at golf, ski, beach, etc. (Trustee request) [No change to the practice]

A4. The Grille at the Chateau, on their webpage, has a very clear statement about the discount and it reads as follows:

IVGID Recreation Pass Holder Discounts

IVGID Recreation passholder's receive a 10% discount on food and nonalcoholic beverages at all IVGID food venues including The Grille at The Chateau, Mountain Snack Bar, Beach Snack Bars, etc. Pass holders must present their card or a scannable photo of their card or the discount will not be applied. The discount is not transferrable to non-pass holders in your party. Pro Tip: Take a photo of your Recreation Pass with your smartphone so you always have your card with you?

At the ski resort, the same 10% discount is offered, to the passholder, at the cashier station but not at the Loft Bar.

Ordinance 7 does not presently include any language regarding the food and beverage discount. There is a change that may come forward that delineates this discount within Ordinance 7. Presently, the prudent approach has been used because if the District determines that a discount is no longer reasonable, it can easily be removed from the promotional materials (i.e. website, etc.) without having to go through the more formal process of removing it from the ordinance (i.e. holding a public hearing).

Further, the District has, for decades, treated this discount as a quiet discount; promoting it in a quiet manner rather than a verbose manner. If it is the Board's desire to heighten awareness of this available discount, Staff will be happy to comply with that direction once given. Staff would not recommend it be formal direction i.e. included in this practice but rather a verbal direction.

- Q5. Programs – what are they and how are they priced per the pyramid? These are programs at the beach, rec center, youth programs, senior programs, golf clinics, ski lessons, etc. (Trustee request)
- A5. Within Parks and Recreation, each program, event, and/or camp must go through a program review prior to being approved. Attached as Exhibit B is the program review form that Parks and Recreation completes before a program is approved or denied.

Golf clinics are taught by golf teaching professionals and these professionals are charging our guests either by the hour or by the clinic. These employees are then paid a portion of these activities separately from their regular salary as these types of programs occur outside their normal working hours unless they are strictly teaching professionals and then their hourly wage is adjusted to compensate for the fees received from their teaching services.

Ski lessons are booked and coordinated through the Ski School at Diamond Peak. These lessons are charged at market rates as defined within the practice.

Discounted use requires proof of a 501(c)3 to qualify as a non-profit per policy. Identify what services may be discounted for these qualified groups. Identify groups eligible and what discount is allowed for the services per the pricing pyramid. Example: Vets club, Republican Women, Incliners, golf clubs, Diamond Peak Ski Education Foundation, etc. (Trustee request)

Policy and Procedure Resolution No. 141 (Exhibit C) is the relevant document that Staff follows when discounting facilities. This policy and procedure makes a specific reference to 501(c)3.

There are also the following Federal non-profit designations:

- ✓ 501(c) - charitable but writing off donations is not allowed
- ✓ 501(c)3 - charitable, churches
- ✓ 501(c)4 - social welfare, civic and employee organizations,
- ✓ 501(c)5 - labor, agriculture, horticulture organizations

- ✓ 501(c)6 - business, chambers, real estate boards
- ✓ 501(c)7 - social and recreational clubs

The Veterans Club and the Incliners are IVGID programs and they are volunteer run groups of individuals. Their use of the facilities is budgeted for within the Parks and Recreation program budget and the Incliners receive a discounted rate for their twice monthly use of the Chateau. The Veterans Club holds their meetings on District property and they are not charged for meeting room space.

The Republican Women are a legacy group of women who generally meet once a month at the Chateau and they have negotiated a zero cost use of the Chateau based on a minimum amount of food and beverage purchase.

Diamond Peak Ski Education Foundation has a separate agreement which was approved by the Board of Trustees and is available upon request. Their room usage, etc. is defined within this agreement.

The golf clubs use District facilities at discounted rates mostly based upon food and beverage purchases as well as golf merchandise purchasing. This agreement is a legacy agreement and there are no documents supporting this agreement. However, each golf club has come before the Board of Trustees for formation with the last club being the Mountain Niners who came before the Board of Trustees in November 2008.

V. STAFF PROPOSED CHANGES/REQUESTS

3.0 Paragraph 3.0 of the practice states “Venue-Specific Pricing”

While applying the Community Services pricing guidelines as set forth in this practice, each venue, as a unique business enterprise, may incorporate modifications to its pricing for access/rentals, programs, and services, provided the venue is able to achieve overall financial results consistent with the net income targets established through the annual budget process. Such modifications may include, but are not limited to:”

Assistant Director of Finance Adam Cripps is recommending that the above paragraph be revised to read as follows:

3.0 Venue-Specific Pricing

While applying the Community Services pricing guidelines as set forth in this practice, each venue, as a unique business enterprise, may incorporate modifications to its pricing for access/rentals, programs, and services. The measurement for success will be the overall performance of the fund/sub-fund that these venues make up i.e. the Community Services Fund and more specifically the working capital (cash) balance.

Paragraph 3.4.4. of the practice states “*A quarterly report will be provided to the Board of Trustees detailing the financial impact of the discount extended to the various groups and/or non-profits.*”

Due to the financial system transition, Directors continue to be unable to access reports to fulfill this requirement within the practice therefore Staff recommends that this text be changed to read as follows:

An annual report will be provided to the Board of Trustees, no later than August 31 and beginning with Fiscal Year ending

2024/2025, that will detail the financial impact of the discount extended to the various groups and/or non-profits.

Paragraph 5.1 of the practice states *“The Board of Trustees will establish overall financial performance targets for each venue through the annual budget process.”* It is the understanding of Staff that once the budget has been adopted by the Board of Trustees, the financial performance targets have been set. Monthly financial reports are provided to the Board of Trustees and the public as posting to the yourtahoeplace.com website. If the Board of Trustees desires something different, please identify what they would like.

Paragraph 5.4. Staff recommends changing this paragraph to read *“The District’s respective venue Directors are authorized to approve pricing for Food and Beverage and retail merchandise.”* This change will formalize that the General Manager Diamond Peak Ski Resort and the Director of Parks and Recreation enjoy the same authority as the General Manager of Golf Operations.

VI. ATTACHMENTS

- Exhibit A – Practice 6.2.0 – current version
- Exhibit B – Program Proposal Form (Recreation)
- Exhibit C – Policy and Procedure 141, Resolution 1895
- Exhibit D – Practice 6.2.0 - redline
- Exhibit E – Practice 6.2.0 – all changes accepted

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RELEVANT POLICIES: 6.1.0 Adoption of Financial Policies

PRACTICE. It is the practice of the District to establish the manner in which fees and charges for services are set and the extent to which they cover the cost of services provided (per Policy 6.1.2.2)

1.0 Scope

This Practice shall be used to ensure consistent application of pricing policy across the District’s Community Services and Beach venues in order to meet venue-specific revenue and cost-recovery targets established through the annual budget process.

The objective of the District’s pricing policy is to:

- Ensure that revenues, including Charges for Services and applicable Recreation or Beach Facility Fees are sufficient to cover the full cost of providing services to IVGID Picture Pass holders, guests of IVGID Picture Pass holders and others.
- Utilize sound financial planning principles to avoid volatility in charges and fees from year-to-year.
- Promote consistent framework for pricing across all venues and programs, while providing for venue-specific pricing considerations.
- Establish conditions for management to modify pricing during the fiscal year based on market conditions, and for the determination of pricing new programs.

2.0 Definitions – for purposes of this practice, the following definitions shall be applied:

- Full-Cost is intended to represent the per-unit cost of providing access to, or use of, District venues, services and programs, and shall include operating costs (including overhead), capital depreciation and debt, as reflected in the annual budget.
- Operating Costs are defined to include direct personnel costs, non-personnel costs and overhead costs. For purposes of this definition, overhead applied to programs and services shall include appropriate allocation of Central Services Overhead as well as Department-specific administrative overhead.

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- Direct Costs are defined as the incremental cost of providing for access or services for a specific event or purpose. Examples would include incremental cost (staffing, supplies, etc.) of providing access to a venue during normal business hours versus outside of normal operations.
- Capital Costs for programs and services provided through the District's Community Services and Beach Enterprise Funds shall be defined as the annual depreciation budgeted and allocated to each fund and cost center.
- Debt Costs for purposes of establishing full-cost recovery shall include principal and interest on outstanding debt allocated to each fund as included in the annual budget.

3.0 Community Services Pricing

The District operates recreational facilities, venues, services and programs. To support the Community Services facilities, venues, services, and programs, the District establishes, through the annual budget process, a Recreation Facility Fee assessed on parcels and/or dwelling units within the District.

Pricing for IVGID Picture Pass holders and others is defined as follows:

3.1 Others (Non IVGID Picture Pass holders):

- 3.1.1 Rates charged for use of venues, services, and programs shall be set to cover no less than 100% of the Full-Cost of the venue rental, venue access, service provided and programs made available.
- 3.1.2 Pricing for services and merchandise sold at District profit centers (ex. Golf Shop, Food and Beverage, Ski Rentals) shall incorporate mark-up over costs based on market-driven targeted profit margins established as part of the budget process.
- 3.1.3 As it applies to daily rates charged for venue rental, venue access, programs, and services, management is authorized to

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utilize dynamic pricing, based on changing market conditions, provided that doing so contributes positively to the net operating income of the venue. (The Board may establish a “floor” such as no lower than the IVGID Picture Pass-holder rate).

3.2 Guests:

3.2.1 Guest rates may be set at a discount, provided that the guest rates shall, at a minimum, cover the Operating Costs of access to venues, or program.

3.2.2 Where Guest Rates are established, the Guest must be accompanied by an IVGID Picture-Pass holder.

3.3 IVGID Picture Pass holders:

3.3.1 Rates charged to IVGID Picture-Pass Holders shall be discounted from the Full-Cost of services, in recognition of the Recreation Facility Fee assessed.

Rates established for IVGID Picture-Pass holders shall generally be set at no greater than the rate required to cover the Operating Costs of programs and services. In some cases, rates charged may exceed Operating Costs (to the extent that the Facility Fee approved through the budget process is insufficient to cover the cost of annual Capital Costs and Debt Costs).

3.4 Discounts

3.4.1 Group Rates – Access to and/or rental of venues for qualifying groups can be provided at a discount, provided that the discounted pricing is set so as to cover the Direct Costs of venue access. Discounts may vary based on venue availability (example: peak versus off-peak, mid-week versus weekend).

3.4.2 Community Focused Non-Profits – Access to and/or rental of District facilities and venues, and participation in programs and/or services by community-focused non-profits, as defined (Policy & Procedure 141, Resolution 1895) may be provided at a discount at no less than the Direct Costs of providing venue

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access/ rental, program or service.

- 3.4.3 The annual budget could provide a funding allocation from the District's General Fund to be used to offset discounts anticipated to be provided to community focused non-profit organizations. This funding is to be allocated to venues, programs or services based on utilization by community focused non-profits in order mitigate the impact on overall financial performance of the venue, program or service.
- 3.4.4 A quarterly report will be provided to the Board of Trustees detailing the financial impact of the discount extended to the various groups and/or non-profits.

3.5 Venue-Specific Pricing

While applying the Community Services pricing guidelines as set forth in this practice, each venue, as a unique business enterprise, may incorporate modifications to its pricing for access/rentals, programs, and services, provided the venue is able to achieve overall financial results consistent with the net income targets established through the annual budget process. Such modifications may include, but are not limited to:

3.5.1 Golf Course Fees

- 3.5.1.1 Fees charged to IVGID Picture-pass holders their guests and others may vary based on season, day of the week, time-of-day, and partial (9-hole) use of the golf courses.
- 3.5.1.2 Play-Passes offered to IVGID Picture Pass holders may be priced at a discount from daily fees.
- 3.5.1.3 Management shall track and report average revenue-per-round, in relation to the defined cost-recovery targets.

3.5.2 Chateau & Aspen Grove Rentals / Special Events

- 3.5.2.1 Fees set for Facility rentals and Special Events will be based on cost-recovery targets for the Facilities

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Enterprise Fund established through the budget process.

- 3.5.2.2 Rental fees for use of facilities by non-IVGID Picture Pass holders will take into account the historical utilization rates and incorporate a mark-up required to achieve overall cost-recovery targets.
- 3.5.2.3 Rentals provided to IVGID Picture-Pass holders will incorporate discounts, as appropriate.
- 3.5.2.4 Fees charged for catered (Food and Beverage service) events will be set to cover the Full-Cost of staff, operations and food and beverage, plus mark-up based on market conditions.
- 3.5.2.5 Consideration shall be given to maintain Facility rental and Special Events services competitive within the regional marketplace.

3.5.3 Ski

- 3.5.3.1 Rates charged to non-IVGID Picture Pass holders for daily tickets and season passes will be set so as to remain competitive within the market.
- 3.5.3.2 Rates charged to non-IVGID Picture Pass holders for daily tickets shall be no less than the Full-Cost of access to the ski venue.
- 3.5.3.3 Rates charged to IVGID Picture Pass holders for daily tickets and season passes shall be set at a discount – to the extent that revenues from tickets and passes are sufficient to meet overall net revenue targets for the season.
- 3.5.3.4 Rates charged may vary based on peak periods, day of the week, and full-day versus half-day passes.
- 3.5.3.5 The Ski Rental Shop and Ski Lessons operate as Profit-Centers, with rates being largely market-driven, to include appropriate profit margins. Rates are charged uniformly, with no discounts.

3.5.4 Parks, Recreation, and Tennis Center

- 3.5.4.1 The District's Parks, Recreation Center, Tennis Center and recreation programming are community amenities open to residents, guests and visitors.

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Program pricing is based on industry-standard “Cost-Recovery Pyramid” which provides for increasing levels of cost-recovery based on whether programs provide community benefit versus individual benefit. (See Appendix A)

- 3.5.4.2 Programs and memberships are provided to IVGID Picture-Pass holders at a discount.
- 3.5.4.3 Recreation Center and Tennis Center membership pricing is adjusted based on age, season, time-of-day and day of the week (peak and non-peak hours).
- 3.5.4.4 Management shall review memberships and program fees annually, and may adjust rates based on industry and regional rates.

4.0 Beach Pricing

District-owned beaches are restricted to deeded parcel owners within the District and their guests. To support the Beaches, services, and programs, the District establishes, through the annual budget process, a Beach Facility Fee assessed on eligible parcels and/or dwelling units within the District.

- 4.1.1 Beach access is restricted for use by IVGID Picture Pass holders with beach access and their guests.
- 4.1.2 Funding to support the District beaches comes directly from the annual Beach Facility Fee assessed on parcels and/or dwelling units within the District and, as such, beach access to IVGID Picture-pass holders with beach access is made available at no additional charge.
- 4.1.3 The daily Guest beach access fee is to be set annually in relation to Operating Costs (per beach visit) as established through the annual budget process.
- 4.1.4 The daily Beach access fee may vary based on time of year, and peak periods. Management shall report on the average daily rates for the season to ensure that pricing policy and beach revenue targets are met.

5.0 Administration of Community Services and Beach Pricing Policy

- 5.1 The Board of Trustees will establish overall financial performance targets for each venue through the annual budget process.
- 5.2 The Board of Trustees will approve, through the budget process or

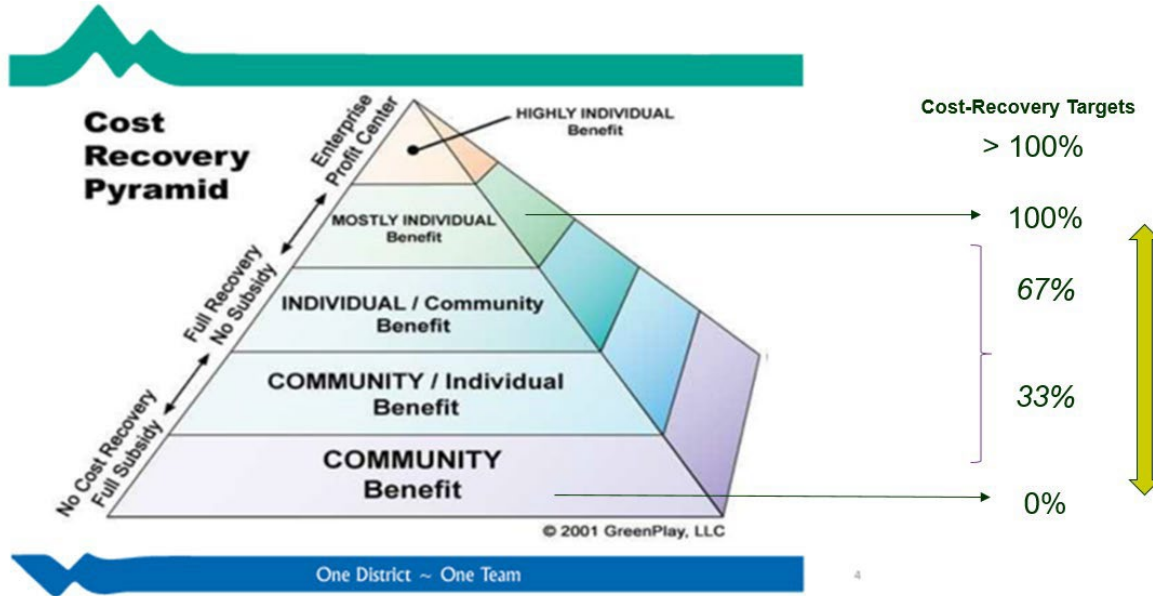
**Budgeting and Fiscal Management
Community Services and Beach
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when appropriate during the fiscal year Key Rates to include:

- 5.2.1 Golf Rates for IVGID Picture Pass Holders, Play Passes, Guests and others.
- 5.2.2 IVGID Picture-Pass holder and others, Season Pass Rates and Picture-Pass holder Daily Pass Rates for Diamond Peak.
- 5.2.3 IVGID Picture-Pass holder Recreation Center and Tennis Membership Rates
- 5.2.4 IVGID Picture-Pass holder rental rates for District Facilities / Special Events.
- 5.3** The General Manager is authorized to approve daily and group rates for all other programs, based on the recommendations of venue managers, consistent with the parameters of the District's Pricing Policy.
- 5.4** The District's Director of Golf/Community Services is authorized to approve pricing for Food and Beverage and retail merchandise.
- 5.5** Fee Schedules shall be placed on the District's website, and shall be updated, as needed, to reflect current pricing, to the extent practical.

Budgeting and Fiscal Management Community Services and Beach Pricing for Products and Services Practice 6.2.0

Appendix A Cost-Recovery Pyramid Recreation and Community Programs



Program Proposal Form



Submitted by: _____

Date Submitted: _____

Activity, Program or Event

Program Name _____

Description
(This will be on the website) _____

Goals _____

Flex Reg? Yes No N/A

Questions 1) _____

2) _____

3) _____

Special instructions to participants _____

General Information

Days of the week All Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Location _____

Time Start time: _____ End time: _____

Dates (mm/dd/yy) Registration start: _____ Registration deadline: _____

Program start: _____ Program end: _____

Exclude date(s): _____

Program supervisor Pandora Bahlman Gwynne Cunningham Kimberly Monte Sarah Morris Meagan Ballew
 Kristen Ferrall Shelia Lejon Jennifer Moore Tim Kelly Adia van Peborgh

Other: _____

Registrants (if applicable)

Participant Age Minimum age: 5 years old Maximum age: _____

Participant Grade Minimum grade: _____ Maximum grade: _____
 Registrants Minimum number: _____ Maximum number: _____ Waitlist number: _____
 Additional notes _____

Program Pricing

Allow pro rate? Yes No N/A

Rates

Standard Rate Day: _____ Week: _____ Course: _____

Employee Day: _____ Week: _____ Course: _____

IVGID PPH Day: _____ Week: _____ Course: _____

Rec Ctr. Member Day: _____ Week: _____ Course: _____

Early Bird _____

Extra fee Amount: _____ Description: _____

Budget

Revenue/fees account number =====> 350-46-811-4210 - Program Registration - PPH - Youth Sports

Second Revenue/fees account number =====> Please Select One

Third Revenue/fees account number =====> Please Select One

Supplies account number =====> Please Select One

Deferred revenue? Yes No N/A

Additional Financials

Pyramid recovery cost methodology placement Community Community & Individual Individual & Community
 Mostly Individual Highly Individual

Alternative funding sources (e.g., partnerships, etc) _____

Staffing

Ratio 10 to 1

Volunteers _____

Special licensing and certifications needed

Special Events Permit

Food Handler Permit

Alcohol Awareness Certification

Liquor License

Sheriff's Card

Health Department

Outside Resources

Supplies

We supply basketballs

Entertainment and vendors

Equipment

What is it? / Where is it from?	Who picks up? / Who sets up?	Who cleans up? / Who returns?

Additional notes

Marketing Research

Is anyone in the community doing a similar program? no yes (provide justification for duplicate program)

Marketing Checklist

- Flyers
- Website
- Vermont
- Banners
- Facebook/Instagram
- E-flyer on website
- Recreation Counter
- Rec User Calendar

Administering Staff:

Entered by: _____

Date received: _____

Date entered: _____

Notes: _____



Pre and Post Program Financial Report

Prepared by _____ Date Budget Proposal Completed _____ Date Post Program Financials Completed _____

Program Dates _____

Program _____

Location _____ Days _____ Hours/Day _____

REVENUE	Budget Proposal			Post Program Financial		
	Count	Fee	Total	Count	Fee	Total
Sponsor Fees			\$0.00			\$0.00
Team/Resident/Registration Fees	0	\$0.00	\$0.00			\$0.00
Non-Resident Registration Fees	0	\$0.00	\$0.00			\$0.00
Extra Roster/Late Fees			\$0.00			\$0.00
Personal Services			\$0.00			\$0.00
Miscellaneous Revenue			\$0.00			\$0.00
			Total Revenue \$ -			Total Revenue \$ -

Compensation	# Hrs./Games	Rate	Total	# Hrs./Games	Rate	Total
Crdntr/Mngr/Sprvsr/BNFT			\$0.00			\$0.00
Site Supervisor			\$0.00			\$0.00
Other:			\$0.00			\$0.00
Rec Clerk			\$0.00			\$0.00
Other Earnings		0.00%	\$0.00			\$0.00
			Total Wages \$ -			Total Wages \$ -

EQUIP./SUPPLIES	Quantity	Price Per Item	Total	Quantity	Price Per Item	Total
Oatmeal			\$0.00			\$0.00
Referee Travel			\$0.00			\$0.00
Champ Trophy			\$0.00			\$0.00
Misc.			\$0.00			\$0.00
Postage/Flyers/Ads			\$0.00			\$0.00
			Total Equip./Supplies \$ -			Total Equip./Supplies \$ -

	Wages	\$0.00		Wages	\$0.00
	Payroll Taxes & Fringe @ 12%	\$0.00		Payroll Taxes & Fringe @ 12%	\$0.00
	Equipment/Supplies	\$0.00		Equipment/Supplies	\$0.00
	Benefits @ 20%	\$0.00		Benefits @ 20%	\$0.00
	Total Expenses	\$0.00		Total Expenses	\$0.00
	Total Revenue	\$0.00		Total Revenue	\$0.00
	Total Profit or (Loss)	\$0.00		Total Profit or (Loss)	\$0.00
	Profit or (Loss)/Total Revenue	#DIV/0!		Profit or (Loss)/Total Revenue	#DIV/0!

(Coordinator) (Date)

(Manager) (Date)

(Director) (Date)

Program Evaluation:

General Information **(Just update information that is changing)**

Program Name:

Update/change effective date

Details

Days of the week

All Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Location

Time

Start time:

End time:

Registration

Registration

Dates (mm/dd/yy)

start:

deadline:

Program start:

Program end:

Exclude date(s):

Rates

Standard Rate

Day:

Week:

Course:

Employee

Day:

Week:

Course:

IVGID PPH

Day:

Week:

Course:

Rec Ctr. Member

Day:

Week:

Course:

Early Bird

Extra fee

Amount:

Description:

Participants

Participant Age

Minimum age:

Maximum age:

Participant Grade

Minimum grade:

Maximum grade:

Registrants

Minimum number:

Maximum number:

Waitlist number:

Notes



POLICY AND PROCEDURE RESOLUTION NO. 141

RESOLUTION 1895

A RESOLUTION REGARDING THE COMPLIMENTARY AND DISCOUNTED USE OF DISTRICT FACILITIES AND PROGRAMS

WHEREAS, the Incline Village General Improvement District (IVGID) operates a number of facilities and recreational programs;

WHEREAS, IVGID currently has four separate policies regarding the complimentary and discounted use of District facilities and recreational programs;

WHEREAS, IVGID's Board of Trustees wishes to adopt this Resolution to replace those existing policies and comprehensively address the complimentary and discounted use of District facilities and recreational programs; and

THEREFORE, BE IT RESOLVED, as follows:

1. Community Focused Non-Profits. Community Focused Non-Profits shall be eligible for complimentary or discounted use of District facilities and recreational programs as set forth in applicable Board of Trustees Policies and Practices. Eligible non-profits shall be a local non-profit, a national non-profit with a local chapter, or local government agency or school district providing services to the local community. Local shall be defined as the Incline Village/Crystal Bay community. Organizations shall provide supporting documentation of their non-profit status prior to receiving complimentary or discounted use of District facilities or recreational programs. Non-government agencies shall be an IRS 501(c)(3) non-profit corporation or similar organization. All entities shall otherwise comply with all applicable terms and conditions for use of the facility or participating in the program, including insurance, indemnity, damage deposits, and similar requirements.
2. Blackout Dates. IVGID prioritizes the use of IVGID facilities for resident or revenue-generating use. As such, IVGID staff shall, on an annual basis, identify dates in which complimentary or discounted use of District facilities are unavailable. Moreover, resident or revenue-generating use shall take priority over complimentary or discounted use.
3. Pricing and Promotional Programs. IVGID may provide other special pricing, discount, or promotional programs to the general public or to a category of the general public. Examples may include complimentary lift tickets to Diamond Peak for local students or a round of golf at the Mountain Golf Course. Categories of the general public shall not include IVGID employees, retirees, or similar group provided benefits under personnel or similar policies. Special pricing, discount, or promotional programs shall be identified, budgeted, and approved through the annual budget.



POLICY AND PROCEDURE RESOLUTION NO. 141

RESOLUTION 1895

A RESOLUTION REGARDING THE COMPLIMENTARY AND DISCOUNTED USE OF DISTRICT FACILITIES AND PROGRAMS

- 4. Reporting to the Board of Trustees. On an annual basis, the General Manager or designee shall provide a report to the Board of Trustees listing any use of District facilities and recreational programs pursuant to this Resolution.
- 5. Fee Waivers or Contributions. The Board of Trustees may authorize additional complimentary or discounted use of District facilities and recreational programs in its discretion. In addition, the Board of Trustees may authorize monetary contributions to Community Focused Non-Profits or other entities to the extent permitted by NRS 318 and other applicable law. This Resolution does not affect or invalidate any existing joint use or similar agreement with a Community Focused Non-Profit, which be deemed an additional use subject to this Section.
- 6. Deed Restricted Beaches. This Resolution shall not apply to the use of any deed-restricted beach owned by IVGID.
- 7. Prior Resolutions Superseded. This Resolution supersedes Resolution Nos. 1493 (Policy and Procedure Resolution No. 110), 1527 (Policy and Procedure Resolution No. 115), 1619 (Policy and Procedure Resolution No. 127) and 1701 (Policy and Procedure Resolution No. 132) (collectively, the "Prior Resolutions"). The Prior Resolutions are hereby repealed and of no further force or effect.

* * * * *

I hereby certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted at a regularly held meeting of the Board of Trustees of the Incline Village General Improvement District on the 27th day of July, 2022, by the following vote:

AYES, and in favor thereof, Trustees Callicrate, Dent, Schmitz, Tonking and Wong
NOES, None
ABSENT, None


Susan A. Herron
District Clerk

**Budgeting and Fiscal Management
Community Services and Beach
Pricing for Products and Services
Practice 6.2.0**

RELEVANT POLICIES: 6.1.0 Adoption of Financial Policies

PRACTICE. It is the practice of the District to establish the manner in which fees and charges for services are set and the extent to which they cover the cost of services provided (per Policy 6.1.2.2)

1.0 Scope

This Practice shall be used to ensure consistent application of pricing policy across the District’s Community Services and Beach venues in order to meet venue-specific revenue and cost-recovery targets established through the annual budget process.

The objective of the District’s pricing policy is to:

- Ensure that revenues, including Charges for Services and applicable Recreation or Beach Facility Fees are sufficient to cover the full cost of providing services to IVGID Picture Pass holders, guests of IVGID Picture Pass holders and others.
- Utilize sound financial planning principles to avoid volatility in charges and fees from year-to-year.
- Promote consistent framework for pricing across all venues and programs, while providing for venue-specific pricing considerations.
- Establish conditions for management to modify pricing during the fiscal year based on market conditions, and for the determination of pricing new programs.

2.0 Definitions – for purposes of this practice, the following definitions shall be applied:

- Full-Cost is intended to represent the per-unit cost of providing access to, or use of, District venues, services and programs, and shall include operating costs (including overhead), capital depreciation and debt, as reflected in the annual budget.
- Operating Costs are defined to include direct personnel costs, non-personnel costs and overhead costs. For purposes of this definition, overhead applied to programs and services shall include appropriate allocation of Central Services Overhead as well as Department-specific administrative overhead.

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- Direct Costs are defined as the incremental cost of providing for access or services for a specific event or purpose. Examples would include incremental cost (staffing, supplies, etc.) of providing access to a venue during normal business hours versus outside of normal operations.
- Capital Costs for programs and services provided through the District's Community Services and Beach Enterprise Funds shall be defined as the annual depreciation budgeted and allocated to each fund and cost center.
- Debt Costs for purposes of establishing full-cost recovery shall include principal and interest on outstanding debt allocated to each fund as included in the annual budget.

3.0 Community Services Pricing

The District operates recreational facilities, venues, services and programs. To support the Community Services facilities, venues, services, and programs, the District establishes, through the annual budget process, a Recreation Facility Fee assessed on parcels and/or dwelling units within the District.

Pricing for IVGID Picture Pass holders and others is defined as follows:

3.1 Others (Non IVGID Picture Pass holders):

- 3.1.1 Rates charged for use of venues, services, and programs shall be set to cover no less than 100% of the Full-Cost of the venue rental, venue access, service provided and programs made available.
- 3.1.2 Pricing for services and merchandise sold at District profit centers (ex. Golf Shop, Food and Beverage, Ski Rentals) shall incorporate mark-up over costs based on market-driven targeted profit margins established as part of the budget process.
- 3.1.3 As it applies to daily rates charged for venue rental, venue access, programs, and services, management is authorized to

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utilize dynamic pricing, based on changing market conditions, provided that doing so contributes positively to the net operating income of the venue. (The Board may establish a “floor” such as no lower than the IVGID Picture Pass-holder rate).

3.2 Guests:

3.2.1 Guest rates may be set at a discount, provided that the guest rates shall, at a minimum, cover the Operating Costs of access to venues, or program.

3.2.2 Where Guest Rates are established, the Guest must be accompanied by an IVGID Picture-Pass holder.

3.3 IVGID Picture Pass holders:

3.3.1 Rates charged to IVGID Picture-Pass Holders shall be discounted from the Full-Cost of services, in recognition of the Recreation Facility Fee assessed.

Rates established for IVGID Picture-Pass holders shall generally be set at no greater than the rate required to cover the Operating Costs of programs and services. In some cases, rates charged may exceed Operating Costs (to the extent that the Facility Fee approved through the budget process is insufficient to cover the cost of annual Capital Costs and Debt Costs).

3.4 Discounts

3.4.1 Group Rates – Access to and/or rental of venues for qualifying groups can be provided at a discount, provided that the discounted pricing is set so as to cover the Direct Costs of venue access. Discounts may vary based on venue availability (example: peak versus off-peak, mid-week versus weekend).

3.4.2 Community Focused Non-Profits – Access to and/or rental of District facilities and venues, and participation in programs and/or services by community-focused non-profits, as defined (Policy & Procedure 141, Resolution 1895) may be provided at a discount at no less than the Direct Costs of providing venue

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access/ rental, program or service.

3.4.3 The annual budget could provide a funding allocation from the District's General Fund to be used to offset discounts anticipated to be provided to community focused non-profit organizations. This funding is to be allocated to venues, programs or services based on utilization by community focused non-profits in order mitigate the impact on overall financial performance of the venue, program or service.

~~3.4.4 A quarterly report will be provided to the Board of Trustees detailing the financial impact of the discount extended to the various groups and/or non-profits.~~

~~3.4.4~~ *3.4.4. An annual report will be provided to the Board of Trustees, no later than August 31 and beginning with Fiscal Year ending 2024/2025, that will detail the financial impact of the discount extended to the various groups and/or non-profits.*

3.5 Venue-Specific Pricing

~~While applying the Community Services pricing guidelines as set forth in this practice, each venue, as a unique business enterprise, may incorporate modifications to its pricing for access/rentals, programs, and services, provided the venue is able to achieve overall financial results consistent with the net income targets established through the annual budget process. Such modifications may include, but are not limited to:~~

While applying the Community Services pricing guidelines as set forth in this practice, each venue, as a unique business enterprise, may incorporate modifications to its pricing for access/rentals, programs, and services. The measurement for success will be the overall performance of the fund/sub-fund that these venues make up i.e. the Community Services Fund and more specifically the working capital (cash) balance.

3.5.1 Golf Course Fees

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- 3.5.1.1 Fees charged to IVGID Picture-pass holders their guests and others may vary based on season, day of the week, time-of-day, and partial (9-hole) use of the golf courses.
- 3.5.1.2 Play-Passes offered to IVGID Picture Pass holders may be priced at a discount from daily fees.
- 3.5.1.3 Management shall track and report average revenue-per-round, in relation to the defined cost-recovery targets.

3.5.2 Chateau & Aspen Grove Rentals / Special Events

- 3.5.2.1 Fees set for Facility rentals and Special Events will be based on cost-recovery targets for the Facilities

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Enterprise Fund established through the budget process.

- 3.5.2.2 Rental fees for use of facilities by non-IVGID Picture Pass holders will take into account the historical utilization rates and incorporate a mark-up required to achieve overall cost-recovery targets.
- 3.5.2.3 Rentals provided to IVGID Picture-Pass holders will incorporate discounts, as appropriate.
- 3.5.2.4 Fees charged for catered (Food and Beverage service) events will be set to cover the Full-Cost of staff, operations and food and beverage, plus mark-up based on market conditions.
- 3.5.2.5 Consideration shall be given to maintain Facility rental and Special Events services competitive within the regional marketplace.

3.5.3 Ski

- 3.5.3.1 Rates charged to non-IVGID Picture Pass holders for daily tickets and season passes will be set so as to remain competitive within the market.
- 3.5.3.2 Rates charged to non-IVGID Picture Pass holders for daily tickets shall be no less than the Full-Cost of access to the ski venue.
- 3.5.3.3 Rates charged to IVGID Picture Pass holders for daily tickets and season passes shall be set at a discount – to the extent that revenues from tickets and passes are sufficient to meet overall net revenue targets for the season.
- 3.5.3.4 Rates charged may vary based on peak periods, day of the week, and full-day versus half-day passes.
- 3.5.3.5 The Ski Rental Shop and Ski Lessons operate as Profit-Centers, with rates being largely market-driven, to include appropriate profit margins. Rates are charged uniformly, with no discounts.

3.5.4 Parks, Recreation, and Tennis Center

- 3.5.4.1 The District's Parks, Recreation Center, Tennis Center and recreation programming are community amenities open to residents, guests and visitors.

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Program pricing is based on industry-standard “Cost-Recovery Pyramid” which provides for increasing levels of cost-recovery based on whether programs provide community benefit versus individual benefit. (See Appendix A)

- 3.5.4.2 Programs and memberships are provided to IVGID Picture-Pass holders at a discount.
- 3.5.4.3 Recreation Center and Tennis Center membership pricing is adjusted based on age, season, time-of-day and day of the week (peak and non-peak hours).
- 3.5.4.4 Management shall review memberships and program fees annually, and may adjust rates based on industry and regional rates.

4.0 Beach Pricing

District-owned beaches are restricted to deeded parcel owners within the District and their guests. To support the Beaches, services, and programs, the District establishes, through the annual budget process, a Beach Facility Fee assessed on eligible parcels and/or dwelling units within the District.

- 4.1.1 Beach access is restricted for use by IVGID Picture Pass holders with beach access and their guests.
- 4.1.2 Funding to support the District beaches comes directly from the annual Beach Facility Fee assessed on parcels and/or dwelling units within the District and, as such, beach access to IVGID Picture-pass holders with beach access is made available at no additional charge.
- 4.1.3 The daily Guest beach access fee is to be set annually in relation to Operating Costs (per beach visit) as established through the annual budget process.
- 4.1.4 The daily Beach access fee may vary based on time of year, and peak periods. Management shall report on the average daily rates for the season to ensure that pricing policy and beach revenue targets are met.

5.0 Administration of Community Services and Beach Pricing Policy

- 5.1 The Board of Trustees will establish overall financial performance targets for each venue through the annual budget process.
- 5.2 The Board of Trustees will approve, through the budget process or

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when appropriate during the fiscal year Key Rates to include:

5.2.1 Golf Rates for IVGID Picture Pass Holders, Play Passes, Guests and others.

5.2.2 IVGID Picture-Pass holder and others, Season Pass Rates and Picture-Pass holder Daily Pass Rates for Diamond Peak.

5.2.3 IVGID Picture-Pass holder Recreation Center and Tennis Membership Rates

5.2.4 IVGID Picture-Pass holder rental rates for District Facilities / Special Events.

5.3 The General Manager is authorized to approve daily and group rates for all other programs, based on the recommendations of venue managers, consistent with the parameters of the District's Pricing Policy.

~~**5.4** The District's Director of Golf/Community Services is authorized to approve pricing for Food and Beverage and retail merchandise.~~

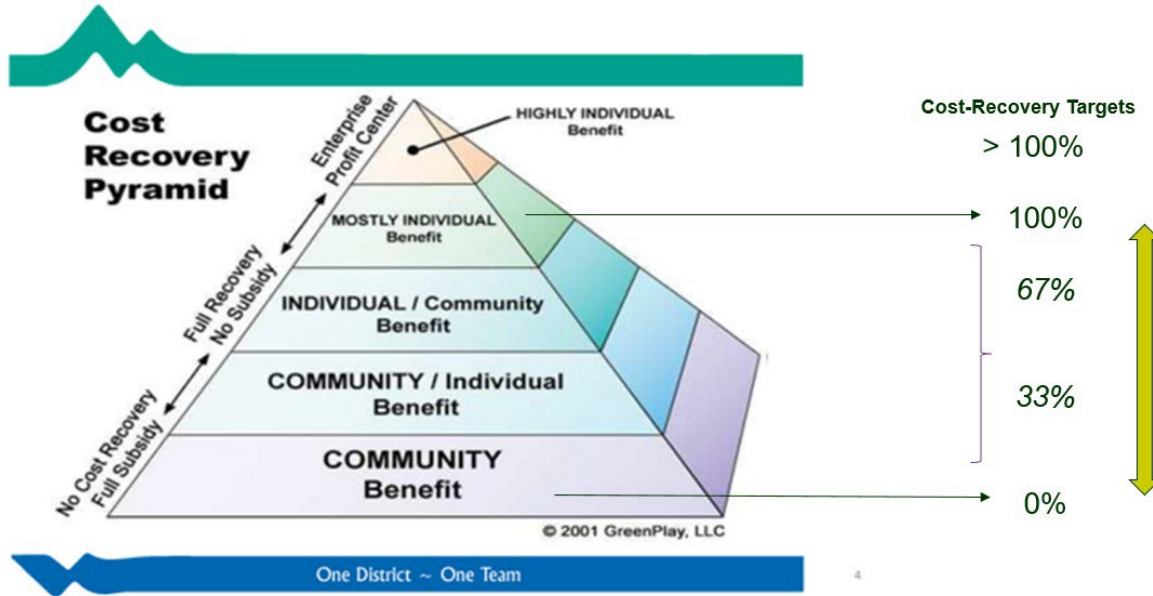
The District's respective venue Directors are authorized to approve pricing for Food and Beverage and retail merchandise.

~~5.4~~

5.5 Fee Schedules shall be placed on the District's website, and shall be updated, as needed, to reflect current pricing, to the extent practical.

Budgeting and Fiscal Management Community Services and Beach Pricing for Products and Services Practice 6.2.0

Appendix A Cost-Recovery Pyramid Recreation and Community Programs



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RELEVANT POLICIES: 6.1.0 Adoption of Financial Policies

PRACTICE. It is the practice of the District to establish the manner in which fees and charges for services are set and the extent to which they cover the cost of services provided (per Policy 6.1.2.2)

1.0 Scope

This Practice shall be used to ensure consistent application of pricing policy across the District's Community Services and Beach venues in order to meet venue-specific revenue and cost-recovery targets established through the annual budget process.

The objective of the District's pricing policy is to:

- Ensure that revenues, including Charges for Services and applicable Recreation or Beach Facility Fees are sufficient to cover the full cost of providing services to IVGID Picture Pass holders, guests of IVGID Picture Pass holders and others.
- Utilize sound financial planning principles to avoid volatility in charges and fees from year-to-year.
- Promote consistent framework for pricing across all venues and programs, while providing for venue-specific pricing considerations.
- Establish conditions for management to modify pricing during the fiscal year based on market conditions, and for the determination of pricing new programs.

2.0 Definitions – for purposes of this practice, the following definitions shall be applied:

- Full-Cost is intended to represent the per-unit cost of providing access to, or use of, District venues, services and programs, and shall include operating costs (including overhead), capital depreciation and debt, as reflected in the annual budget.
- Operating Costs are defined to include direct personnel costs, non-personnel costs and overhead costs. For purposes of this definition, overhead applied to programs and services shall include appropriate allocation of Central Services Overhead as well as Department-specific administrative overhead.

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- Direct Costs are defined as the incremental cost of providing for access or services for a specific event or purpose. Examples would include incremental cost (staffing, supplies, etc.) of providing access to a venue during normal business hours versus outside of normal operations.
- Capital Costs for programs and services provided through the District's Community Services and Beach Enterprise Funds shall be defined as the annual depreciation budgeted and allocated to each fund and cost center.
- Debt Costs for purposes of establishing full-cost recovery shall include principal and interest on outstanding debt allocated to each fund as included in the annual budget.

3.0 Community Services Pricing

The District operates recreational facilities, venues, services and programs. To support the Community Services facilities, venues, services, and programs, the District establishes, through the annual budget process, a Recreation Facility Fee assessed on parcels and/or dwelling units within the District.

Pricing for IVGID Picture Pass holders and others is defined as follows:

3.1 Others (Non IVGID Picture Pass holders):

- 3.1.1 Rates charged for use of venues, services, and programs shall be set to cover no less than 100% of the Full-Cost of the venue rental, venue access, service provided and programs made available.
- 3.1.2 Pricing for services and merchandise sold at District profit centers (ex. Golf Shop, Food and Beverage, Ski Rentals) shall incorporate mark-up over costs based on market-driven targeted profit margins established as part of the budget process.
- 3.1.3 As it applies to daily rates charged for venue rental, venue access, programs, and services, management is authorized to

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utilize dynamic pricing, based on changing market conditions, provided that doing so contributes positively to the net operating income of the venue. (The Board may establish a “floor” such as no lower than the IVGID Picture Pass-holder rate).

3.2 Guests:

3.2.1 Guest rates may be set at a discount, provided that the guest rates shall, at a minimum, cover the Operating Costs of access to venues, or program.

3.2.2 Where Guest Rates are established, the Guest must be accompanied by an IVGID Picture-Pass holder.

3.3 IVGID Picture Pass holders:

3.3.1 Rates charged to IVGID Picture-Pass Holders shall be discounted from the Full-Cost of services, in recognition of the Recreation Facility Fee assessed.

Rates established for IVGID Picture-Pass holders shall generally be set at no greater than the rate required to cover the Operating Costs of programs and services. In some cases, rates charged may exceed Operating Costs (to the extent that the Facility Fee approved through the budget process is insufficient to cover the cost of annual Capital Costs and Debt Costs).

3.4 Discounts

3.4.1 Group Rates – Access to and/or rental of venues for qualifying groups can be provided at a discount, provided that the discounted pricing is set so as to cover the Direct Costs of venue access. Discounts may vary based on venue availability (example: peak versus off-peak, mid-week versus weekend).

3.4.2 Community Focused Non-Profits – Access to and/or rental of District facilities and venues, and participation in programs and/or services by community-focused non-profits, as defined (Policy & Procedure 141, Resolution 1895) may be provided at a discount at no less than the Direct Costs of providing venue

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access/ rental, program or service.

- 3.4.3 The annual budget could provide a funding allocation from the District's General Fund to be used to offset discounts anticipated to be provided to community focused non-profit organizations. This funding is to be allocated to venues, programs or services based on utilization by community focused non-profits in order mitigate the impact on overall financial performance of the venue, program or service.
- 3.4.4 An annual report will be provided to the Board of Trustees, no later than August 31 and beginning with Fiscal Year ending 2024/2025, that will detail the financial impact of the discount extended to the various groups and/or non-profits.

3.5 Venue-Specific Pricing

While applying the Community Services pricing guidelines as set forth in this practice, each venue, as a unique business enterprise, may incorporate modifications to its pricing for access/rentals, programs, and services. The measurement for success will be the overall performance of the fund/sub-fund that these venues make up i.e. the Community Services Fund and more specifically the working capital (cash) balance.

3.5.1 Golf Course Fees

- 3.5.1.1 Fees charged to IVGID Picture-pass holders their guests and others may vary based on season, day of the week, time-of-day, and partial (9-hole) use of the golf courses.
- 3.5.1.2 Play-Passes offered to IVGID Picture Pass holders may be priced at a discount from daily fees.
- 3.5.1.3 Management shall track and report average revenue-per-round, in relation to the defined cost-recovery targets.

3.5.2 Chateau & Aspen Grove Rentals / Special Events

- 3.5.2.1 Fees set for Facility rentals and Special Events will be based on cost-recovery targets for the Facilities Enterprise Fund established through the budget process.

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- 3.5.2.2 Rental fees for use of facilities by non-IVGID Picture Pass holders will take into account the historical utilization rates and incorporate a mark-up required to achieve overall cost-recovery targets.
- 3.5.2.3 Rentals provided to IVGID Picture-Pass holders will incorporate discounts, as appropriate.
- 3.5.2.4 Fees charged for catered (Food and Beverage service) events will be set to cover the Full-Cost of staff, operations and food and beverage, plus mark-up based on market conditions.
- 3.5.2.5 Consideration shall be given to maintain Facility rental and Special Events services competitive within the regional marketplace.

3.5.3 Ski

- 3.5.3.1 Rates charged to non-IVGID Picture Pass holders for daily tickets and season passes will be set so as to remain competitive within the market.
- 3.5.3.2 Rates charged to non-IVGID Picture Pass holders for daily tickets shall be no less than the Full-Cost of access to the ski venue.
- 3.5.3.3 Rates charged to IVGID Picture Pass holders for daily tickets and season passes shall be set at a discount – to the extent that revenues from tickets and passes are sufficient to meet overall net revenue targets for the season.
- 3.5.3.4 Rates charged may vary based on peak periods, day of the week, and full-day versus half-day passes.
- 3.5.3.5 The Ski Rental Shop and Ski Lessons operate as Profit-Centers, with rates being largely market-driven, to include appropriate profit margins. Rates are charged uniformly, with no discounts.

3.5.4 Parks, Recreation, and Tennis Center

- 3.5.4.1 The District's Parks, Recreation Center, Tennis Center and recreation programming are community amenities open to residents, guests and visitors.

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Program pricing is based on industry-standard “Cost-Recovery Pyramid” which provides for increasing levels of cost-recovery based on whether programs provide community benefit versus individual benefit. (See Appendix A)

- 3.5.4.2 Programs and memberships are provided to IVGID Picture-Pass holders at a discount.
- 3.5.4.3 Recreation Center and Tennis Center membership pricing is adjusted based on age, season, time-of-day and day of the week (peak and non-peak hours).
- 3.5.4.4 Management shall review memberships and program fees annually, and may adjust rates based on industry and regional rates.

4.0 Beach Pricing

District-owned beaches are restricted to deeded parcel owners within the District and their guests. To support the Beaches, services, and programs, the District establishes, through the annual budget process, a Beach Facility Fee assessed on eligible parcels and/or dwelling units within the District.

- 4.1.1 Beach access is restricted for use by IVGID Picture Pass holders with beach access and their guests.
- 4.1.2 Funding to support the District beaches comes directly from the annual Beach Facility Fee assessed on parcels and/or dwelling units within the District and, as such, beach access to IVGID Picture-pass holders with beach access is made available at no additional charge.
- 4.1.3 The daily Guest beach access fee is to be set annually in relation to Operating Costs (per beach visit) as established through the annual budget process.
- 4.1.4 The daily Beach access fee may vary based on time of year, and peak periods. Management shall report on the average daily rates for the season to ensure that pricing policy and beach revenue targets are met.

5.0 Administration of Community Services and Beach Pricing Policy

- 5.1 The Board of Trustees will establish overall financial performance targets for each venue through the annual budget process.
- 5.2 The Board of Trustees will approve, through the budget process or

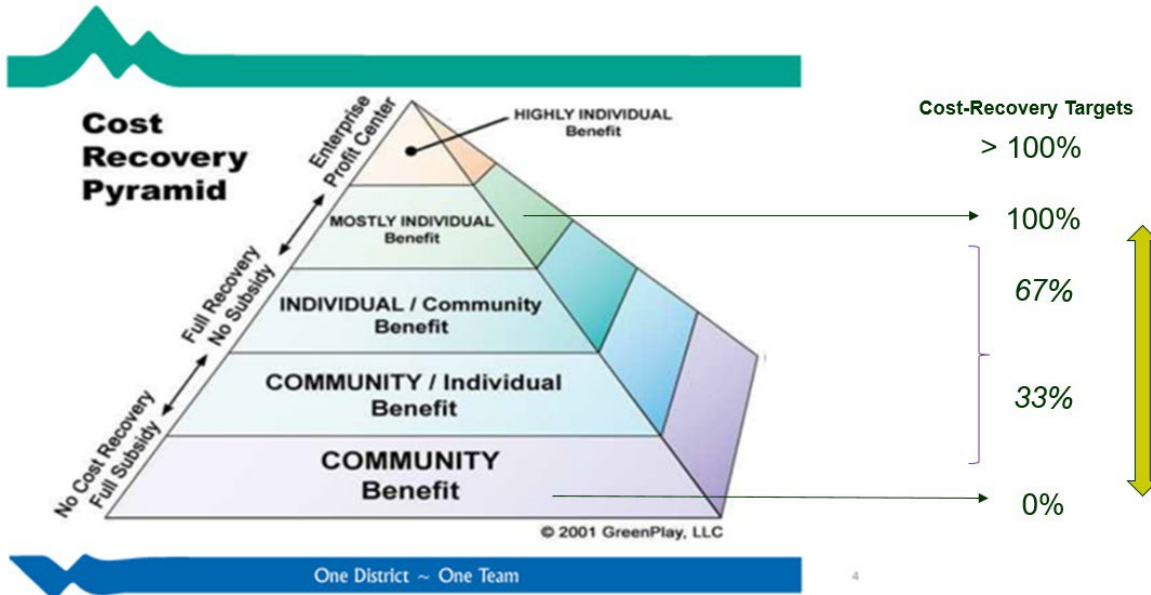
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when appropriate during the fiscal year Key Rates to include:

- 5.2.1 Golf Rates for IVGID Picture Pass Holders, Play Passes, Guests and others.
- 5.2.2 IVGID Picture-Pass holder and others, Season Pass Rates and Picture-Pass holder Daily Pass Rates for Diamond Peak.
- 5.2.3 IVGID Picture-Pass holder Recreation Center and Tennis Membership Rates
- 5.2.4 IVGID Picture-Pass holder rental rates for District Facilities / Special Events.
- 5.3** The General Manager is authorized to approve daily and group rates for all other programs, based on the recommendations of venue managers, consistent with the parameters of the District's Pricing Policy.
- 5.4** The District's respective venue Directors are authorized to approve pricing for Food and Beverage and retail merchandise.
- 5.5** Fee Schedules shall be placed on the District's website, and shall be updated, as needed, to reflect current pricing, to the extent practical.

Budgeting and Fiscal Management Community Services and Beach Pricing for Products and Services Practice 6.2.0

Appendix A Cost-Recovery Pyramid Recreation and Community Programs



MEMORANDUM

TO: Board of Trustees

THROUGH: Bobby Magee
General Manager

FROM: Adam Cripps
Assistant Director of Finance

SUBJECT: Report on the Status of the Fiscal Year 2024-25 Budget.

DATE: May 8, 2024

I. RECOMMENDATIONS

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

II. DISTRICT STRATEGIC PLAN

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

III. BACKGROUND

Overview

At the April 24, 2024 Board of Trustees meeting, the Board had requested a report to the Board providing an example of a department’s budget, which would be up for consideration in the fiscal year 2024/25 budget.

VI. FINANCIAL IMPACT AND BUDGET

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

V. ALTERNATIVES

None.

MEMORANDUM

TO: Board of Trustees

FROM: Bobby Magee
General Manager

SUBJECT: Review the Parks and Recreation Department Conditions Report and List of Projects for Facilities and Provide Direction to Staff Related to Follow Up and Next Steps

DATE: May 8, 2024

I. RECOMMENDATION

Review the Parks and Recreation Department Conditions Report and List of Projects for Facilities and provide direction to staff related to follow up and next steps.

II. BACKGROUND

At the April 24, 2024 Board meeting, Parks and Recreation staff presented an item to review, discuss, and approve the agreement for service for floor replacement in the Recreation Center Group Fitness room. (Item G.6) During the discussion with the Board, a number of questions were raised related to the importance of this one project compared to all the items in need of improvement at the Center and other facilities. The Board was aware that staff had created an overall assessment of the needs of the District facilities; however, the list of improvements had not been previously shared with all Board members. The Board did not indicate they were against the floor replacement; but rather, they wanted to see this improvement as a part of the larger list of needed improvements.

Staff has attached the up-to-date list of facility conditions and recommended improvements as Exhibit A. The comprehensive list covers the Recreation Center, Recreation vehicles, the Recreation Center Natatorium, Parks, the Tennis and Pickleball Center, and Beaches. Currently, the Parks and Recreation team have not created this list in priority order.

Staff is requesting the Board review the documents and provide direction for staff related to follow up and next steps.

III. FINANCIAL IMPACT AND BUDGET

No financial and budget impact at this time.

IV. ALTERNATIVES

None at this time.

V. ATTACHMENTS

Exhibit A: Park and Recreation Department Conditions Report

Venue & Project	Status	Cost Estimate	Life Expectancy & Timeline	CIP or R&M, Operating	Follow up & Details	POC
Rec Center - Exterior						
Paint and Patch Exterior Building	Spring 2023 - need to augment because of scope increase	\$32,500	2023 2024	Operating		Pandora
Pavement Maintenance Rec Center Area	Ongoing	\$67k	2025			PW
RC Parking Lot Reconstruction	Public Works	\$950k	2025			PW
Replace Bird Netting	Scheduled for 2026 17,720	\$17,720	2026			Andy
Resurface RC Patio Deck	Completed 2021 - Legacy Flooring 4884ff1501	Place holder	5 years - 2026		Combine with resurfacing lighting	Andy
Upgrade Lighting on Patio	Can complete as soon as weather provides	\$20,000	2024	Operating	Possibly combine with resurfacing lighting	Andy
External Surveillance Security Cameras for RC	Completed but request for more on all exterior doors; cameras can be mounted inside					IT
RC Exterior Wall Waterproofing/Drain w/xeriscape project	Discuss with Bree & Kate project #4884BD2202	\$77k				PW
Repair Deck Stairs & Powder Coat Patio deck railings	Completed 2021	**	15 years - 2036			Andy
Rec Center Expansion	Wish List - space constraints	\$25m+				BOT
RC Roof	Completed 2008	**	30 years - 2038		Combine with Rec Center Expansion	Andy
Fencing repair and replacement backyard	Get quote replace wood with metal posts	\$10,000	2024-2025	Operating	Will do in house with buildings crew	Andy
New storage unit in Aquatics yard	Tuff Shed online quote. The current shed has been in use for at least 21 years.	\$4,000	24-25	Operating		Pandora
BMPS	Required					PW
Paver installation Front Walkway RC	Completed 2020	**	20 years - 2040			PW
Venue & Project	Status	Cost Estimate	Life Expectancy & Timeline	CIP or R&M, Operating	Follow up & Details	POC
Rec Center interior						
Replace flooring behind the Rec Counter	Aging and failure of flooring	\$6,200	2024 - 2025	BM	SILEGACY - Quote - DURING CLOSURE	Pandora
Complete HVAC phase replacement project	CIP # B12350100	\$175k	2024 - 2025	CIP		PW

Interior Surveillance Security Cameras	2023 upstairs completed - Need hallway downstairs installed		2024 2025	CIP		Gove
Replacement of drop ceiling tiles upgrade to locker room style	Ongoing replacement/maintenance		Ongoing	R&M	utilize overrun of tiles	Pandora & Cesar
Fitness Equipment	*ERS - ongoing every year - - See ERS sheet	\$50-\$75k	2024 2025	CIP Operating		Pandora
Group Fitness Flooring replacement	Tied to Fitness Equipment in 2024 - 2025		2024 - 2025	CIP Operating	Tied to Fitness Equip project in 2024 2025	Pandora
Replace flooring in Cardio/Strength Room downstairs	30-Day quote from 11 08 2023 Simonian flooring	\$61k	2024 2025	CIP	requesting second quote from Croft/Beck flooring	Pandora
Replace/add electrical outlets, wiring in Cardio/StrengthRoom	During flooring replacement	\$10,000	2024 2025	Operating	Coordinate with flooring replacement	Andy
Upgrade Lighting in Group Fitness Room	Safety - panels fall on participants	\$3,500	2024 2025	Operating	On the schedule	Tim & Pandora
Dimmer Switch in GFR	Enhancement	\$1,500	2024	Operating	On the schedule	Tim & Pandora
Paint Interior of Rec Center	Completed 2021		2024 2025	Operating		Pandora & Andy
Window coverings downstairs Cardio/Strength Room		\$2,300	2024 2025	Operating	May add upstairs Group Fitness Room	Andy
Window replacement		\$100,000		CIP		Andy
Window screens	included with new windows				Coordinate with window replacement	Andy
Venue & Project	Status	Cost Estimate	Life Expectancy & Timeline	CIP or R&M, Operating	Follow up & Details	POC
Copier	ERS* - Scheduled	\$25k	2026	CIP		IT
Entire RC panic-bar and door hardware replacement	Andy working on quote	\$100,00	2024-2025	CIP/Operating	Can possibly break up to do in operating	Andy
Recreation Center Elevator Upgrade	2022 (research useful life)	**	2025			Buildings
Rec Center Locker Improvements	October 2022 (25 years)	**				PW
The Zone flooring	Wish List					Pandora
All Interior lighting	Wish List				Combine with Rec Center Expansion	
Remodel Upstairs Restroom	Completed 2021	**	15 years - 2036	CIP		PW
RC Boilers	Completed 2018	**	25 years - 2043	CIP		Buildings & PW
Upgrade Lighting P&R Counter	Wish List Past useful life - outdated design			R&M		
Replace Walkway Bollard Lights	Wish List - Completed 2020					PW
Electronic Key replacement	Wish List					IT

*Equipment Replacement Schedule (ERS)						
** Qote delayed due to timeline (past 5 years)						

Venue & Vehicle	Status	Cost Estimate	Life Expectancy & Timeline	CIP or R&M, Operating	Follow up & Details	POC
Recreation Vehicles						
2012 Passenger Van	ERS*			CIP		Rich
2017 Chevy Compact SUV	ERS*			CIP		Rich
ADA Senior Van	ERS*			CIP		Rich
Wish List Truck w/lift gate	NEW - shared with Rec Center Facilities Maintenance, Aquatics and Ambassadors			CIP		

*Equipment Replacement Schedule

Venue & Project	Status	Cost Estimate	Life Expectancy & Timeline	CIP or R&M, Operating	Follow up & Details	POC	Changes
Rec Center Natatorium							
ADA chair	Battery replacement	\$600	2024-2025	R&M	repair the parts on the current chair to be in compliance	Gwynne	Andy did a temp fix
Natatorium Mezzanine Safety Enhancements	Change to flooring replacement - vinyl flooring		2024-2025	R&M	Call Legacy, Simonian & third vendor	Pandora	
Replaster Recreation Center Pool	Completed in 2013 - current plaster failure (consider refilling costs and method - NLTFPD?)	\$86.45k	10 years - current plaster failure requiring replacement September 2024 2025	CIP	Coordinate with pool replaster, resurfacing pool deck and ceiling sealing - DURING CLOSURE	Gwynne & Andy	Was in 2029
Natatorium Pool Deck re-coat	Completed 05 2020 at \$19,810	\$38k	September 2024 2025	CIP	Coordinate with pool replaster, resurfacing pool deck and ceiling sealing - DURING CLOSURE	Gwynne	
Sauna floor concrete replacement	Need information from Buildings Superintendent	\$3,500	2024 2025	Operating	Coordinate with Deck resurfacing	Andy	
Pool underbelly issues	Need information from Buildings Superintendent	\$20k	September 2024 - 2025	CIP	Coordinate with pool replaster, resurfacing pool deck and ceiling sealing - DURING CLOSURE	Andy	
Reseal ceiling in Natatorium	Need information from Buildings Superintendent		September 2024 - 2025	CIP	Coordinate with pool replaster, resurfacing pool deck and ceiling sealing - DURING CLOSURE	Andy	
Natatorium Lighting - bulb replacement		Interco charges & cost of bulbs	2024 - 2025	BM	Coordinate with pool replaster, resurfacing pool deck and ceiling sealing - requires closure	Andy	
Dive platforms	Replace 8 diving board platforms - required per code	\$42K	2024-2025	CIP	Coordinate with pool replaster, resurfacing pool deck and ceiling sealing - DURING CLOSURE	Gwynne & Meagan	
Replace Pool motor and impeller	Flow rate is dropping; current motor is obsolete		2024-2025	CIP	We currently have a new motor and impeller; approximate cost for parts will be \$2,000 plus labor	Gwynne	
Replace front end valve that is leaking		\$2K + labor	2024-2025	Operating	Coordinate with pool replaster, resurfacing pool deck and ceiling sealing - requires closure	Gwynne	
ADA Chair replacement	Chair replacement	\$7K	2023- 2024	R&M	On order as of March 31, 2024	Gwynne	\$6,529.00
Lifeguard chair	Requires replacement	\$7k	2024 - 2025	R&M	Order prepared for 07 01 2024	Gwynne	
ADA stairs into pool	Requires replacement in	\$10k	2024 - 2025	Operating	Order prepared for 07 01 2024	Gwynne	
Pump Room Butterfly Valve replacement	Recommended replacement Lee Joseph	\$500	2024-2025	Operating	Coordinate with pool replaster, resurfacing pool deck and ceiling sealing - DURING CLOSURE	Gwynne	
Diving Board stand replacement	Safety Issue replace	\$12K	2024 - 2025	Operating	Andy to install	Gwynne & Andy	Change to operating
Replace sand in filters	Completed 2021	\$15K	5 years -2026		Requesting current quote from Lee Joseph	Gwynne	
Chemtrol Systems	Completed 2022	\$30k	20 years - replace 2042	R&M		Gwynne & Lee Joseph	
Swimsuit water extractors x 2		\$6K	2026-2027	Operating		Gwynne	
*Equipment Replacement Schedule (ERS)							
Pool substructure investigation		\$20k	2023-2024	CIP			
** Quote delayed due to timeline (past 5 years)							

Venue & Project	Status	Cost Estimate	Life Expectancy & Timeline	CIP or R&M, Operating	Follow up & Details	POC
Parks, Parks Beaches & Ball Fields						Parks, Parks Beaches & Ball
GPS Field Striper	Existing Project 4378R2204	\$45k		CIP		
Bocce Ball Rec	Erosion Control to the east of courts			Operating		Parks
Bocce Ball SB				Operating		Parks
Volleyball SB				Operating		Parks
Volleyball BC				Operating		Parks
Playground Preston				CIP		Parks
Playground IB				CIP		Parks
Playground BC				CIP		Parks
Upgrade Lighting IP/Tennis Pickleball Center Pathway	Completed					Parks
Ridgeline Park IP1, 2, 3,	Fence completion to include equipment gate IP 1, Refurbish IP 2 fencing					Parks
Preston Ballfield						Parks
Disc Golf						Parks
Bike Park					\$200k held at Parasol and ITF for Phase II	Parks
Fit Trail						Parks
Dog Park		\$1-3Mil	2024-2025			Parks
Village Green	Slope Project and Walkway from VG to Ski Beach				Combine with Dog Park - Regrading for drainage - Beautification, Peds safety walkway	PW Parks
Skate Park			2024-2025			Parks
BMPS	TRPA - Required				Rec Center, Skate Park, Bike Park, Tennis, Beaches (pool project)	Parks
Parks Furnishing Ridgeline	ERS					
Parks Furnishing Preston	ERS					
Parks Furnishing Village Green	ERS					
Parks Furnishing Rec Bocce Ball	ERS					
Parks Furnishing Bike Park	ERS					
Parks Furnishing Skate Park	ERS					
Foamstream weeded	Wish List	\$45K				Parks
Parks and open space rail road tie removal	TRPA requirement					
Skate Park - Security Cameras						Gove
Equipment Replacement Schedule (ERS)						

Venue & Project	Status	Cost Estimate	Life Expectancy & Timeline	CIP or R&M, Operating	Follow up & Details	POC
Tennis Pickleball Center						
Tennis Court Reconstruction 5-7			2024			PW
Tennis Court Reconstruction 3-4			2025			PW
Tennis Court Reconstruction 1-2			2026			PW
Pickleball Court Reconstruction			2027			PW
Court Repairs (annual)			ongoing			Shelia
Pickleball Center Tables & Awnings	Repurpose existing		2024			Andy
Pickleball net replacement						Sylvain
Tennis net Replacement						Sylvain
Pickleball Ball Machine						Sylvain
Pickleball Electricity						Andy
Security Cameras - Pickleball						Shelia & Gove
Observation Deck	2021					
Pro Shop	2021					
Deck Furnishing	2022					
Electronic Key replacement						IT
BMPS	Required					PW

Venue & Project	Status	Cost Estimate	Life Expectancy & Timeline	CIP or R&M, Operating	Follow up & Details	POC
Beaches						
All Beaches BMPS	Required TRPA			CIP		PW
Ski Beach Kayak Storage	Required TRPA					Shelia
Ski Beach Paddleboard Storage	Required TRPA					Shelia
Ski Beach Boat Ramp						PW
All Beaches	Mobimats					Parks
All Beaches	Beach venues - replaced 2023 ERS - Tables/Benches					Parks
All Beaches	Refurbish fencing - replace wooden posts possibly with metal					Parks
Ski Beach	Security Camera at east restroom and Web camera at pool					Gove & Shelia
All Beaches	ingress egress redesign RFID				Combine IB with Beach House project	BOT
Ski Beach Ramp building/restroom						PW
Beach House Project						BOT

Venue	Status	Cost Estimate	Life Expectancy & Timeline	CIP or R&M, Operating	Follow up & Details	POC
Burnt Cedar Pool						
Additional chaise lounges	Looking into numbers and cost					Gwynne
Chlorine line replacement	Awaiting engineering					PW
Radios	Needed to be in compliance	\$25,000	5 years - 2024 2025	CIP		Gwynne
Foot wash repair	John from CORE Construction to fix;	Warranty item				PW/Gwynne

MEMORANDUM

TO: Board of Trustees

THROUGH: Bobby Magee, District General Manager

FROM: Kate Nelson, Interim Director of Public Works

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

RELATED FY 2023 STRATEGIC PLAN

BUDGET INITIATIVE(S):

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 venues, facilities, and services.

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES

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

DATE: May 8, 2024

I. RECOMMENDATION

The Board of Trustees make a motion to:

1. Approve the Agreement for Professional Services for the Recreation Center HVAC System Replacement - 2023/24 Capital Improvement Project; Fund: Community Services; Division: Recreation Center; Project

- #BI24350100; Professional: Ainsworth Associates Mechanical Engineers in the amount of \$185,000 and,
2. Direct the Chair and Secretary to sign and execute the Agreement.

II. BACKGROUND

The Recreation Center (Rec Center) was built over 30 years ago, in 1992. The heating ventilation and air conditioning (HVAC) system has been well maintained over the years; however, it is at the end of its useful life and requires complete replacement. The Recreation Center HVAC System Replacement Project (Project) is necessary to maintain one of the District's largest assets. An inspection of the existing equipment took place in November 2022. The inspection discusses the state of the six air handling units, three AC condensing units, five return fans, and three exhaust fans. This report is provided in Attachment 1.

The Project recommends a Design-Bid-Build project and the initial phase of the Project involves the planning and designing the HVAC system replacement. The scope of the professional service work includes design solutions, fire protection modifications and design meetings will all stakeholders. The design will consider new regulations regarding air turnover and air quality as it relates to forest fires. The design will be developed, and construction documents will be provided for review by the District. This design process will also entail developing a phasing plan to ensure the Rec Center remains operational during construction, aligning with the District's requirements.

The proposed preliminary design schedule is as follows:

- Design (5 months): May 2024 – October 2024
- Plan Review (2 months): October 2024 – November 2024
- Bidding and Contracts (2 months): December 2024 – January 2025

III. BID RESULTS

The Request for Qualification (RFQ) was advertised pursuant to NRS 625.530 for Professional Consulting Services and was released on January 29, 2024. Two professional consulting firms submitted Statements of Qualifications (SOQ) and Ainsworth Associates Mechanical Engineers was determined by a Selection Committee to be the most qualified professional.

The Professional Services Agreement for the Rec Center HVAC System Replacement Project is included in Attachment 2.

IV. FINANCIAL IMPACT AND BUDGET

The FY 2023/24 Budget includes funding in the amount of \$245,000 for planning

and design; FY 2023/24 Capital Improvement Project; Fund: Community Services; Division: Rec Center; Project #BI224350100.

V. ALTERNATIVES

VI. COMMENTS

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

VII. BUSINESS IMPACT/BENEFIT

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

VIII. ATTACHMENTS

1. Rec Bldg. HVAC Report
2. Agreement - Rec Center HVAC Replacement - Ainsworth Associates

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

IVGID Recreation Building Inspections

Date of Inspection: 11/21/2022

Completed Inspection of all HVAC equipment located at 980 Incline Way, Incline village Reno Nevada. Inspection will include (6) Air handling units, (3) AC Condensing units, (5) Return fans, (3) exhaust fans. Included in this report will be repairs needed for each unit and recommendation of replacement. On the AC Condenser units, I recommend the units should be changed out due to age of units and the fact that the original refrigerant R-22 that is inside unit has been phased out and no longer exists. Refrigerant 410-A is the new refrigerant for newer equipment. During inspections, found on all Air handling units that on exposed bearings that the grease has been blown out the seals due to over greasing. Grease should be done once every 6 months with 2-3 pumps of polyurea grease. Multiple bearings will need to be replaced for efficient operation. Due to 25 years and up on all air handlers should be considered for phase out with more current equipment to keep up with availability of OEM parts, pricing reductions and overall life of investment and up to date on refrigerant procedures and usage. Below is a picture of the bearings.



Air Handler Unit #1

Manufacturer: Snyder General

Model: Unreadable

Serial: Unreadable

Unit: AH 1

Condition: unit was not properly taken care of; Age of unit exceeds 25 years of age. The coils are dirty and getting plugged.

Repairs: Motor and fan sheaves are deeply grooved and need to be replaced. Pillow block bearings on fan shaft fail with blown grease seals that need to be replaced and coils need cleaning for efficient operation.

Air Handler Unit #2

Manufacturer: Snyder General

Model: Unreadable

Serial: unreadable

Condition of unit: fair condition. Bearings, sheaves and shaft were recently replaced and are in good condition

No repairs needed

Air Handler Unit#3

Manufacturer: Snyder General

Model:3XB00112-06

Serial: LHD106CH

UNIT: Unit consists of (1) DX coil, (1) hot water reheat coil.

Condition of unit: Poor condition due to lack of maintenance. Bearings are blown out due to over greasing. Both sets of coils are dirty and need to be cleaned. Sheaves and pulleys are grooved. Age of unit exceeds 25 years and is candidate for replacement.

Repairs needed: Replacement of failed pillow block bearings, cleaning of both coils to maintain efficiency. Replacement of failed sheave and pulley.

Air Handler Unit #3A

Manufacturer: Snyder General

Model:3XB00Q14-04

Serial: LH10XL2H1H

Unit: Unit is equipped with (1) reheat coil

Condition of Unit: Unit is in poor condition due to lack of maintenance. Noticed shaft shavings on pillow block bearings due to bearing grinding on shaft. The sheave and pulley have deep grooves which will cause issues for airflow and damage to the belt. Unit is passed 25 years and is a candidate for replacement.

Repairs Needed: Replacement of shaft and bearings due to failure of bearings and creating damage to shaft. Replace sheave and pulley to increase efficiency

Air Handler Unit #4

Manufacturer: Snyder General

Model: LML114E

Serial: 3XB00533-00

Unit: Unit has hot deck, cold deck equipment with multiple actuators for multiple zones in building.

Condition: Poor condition due to age and not being maintenance. Age of unit exceeds 25 years of age.

Repairs: Pillow block bearings failed; motor and fan sheaves are deeply grooved and need to be replaced.

Air Handler Unit #5

Manufacturer: Snyder General

Model: LSL122DH

Serial: 3XB00117-04

Unit: Has (1) DX Coil, (1) Heating coil.

Condition of unit: poor, unit was not being cared for at all multiple issues with unit. Bearings are over greased with incorrect type of grease. Age of unit exceeds 25 years

Repairs Needed: Motor and wheel sheaves are grooved deeply and need replacing, coils are dirty, Pillow block bearings are blown out and need replacement as well.

Condensing Unit #1

Manufacturer: Carrier

Model: Unreadable

Serial: Unreadable

Condition of unit: Unit is in fair condition condenser coils need to be cleaned and inside of compressor compartments. Compressor contactors are starting to get pitting on connection points and need to be changed out. All other components are operational

Repairs needed: Replace worn contactors, clean inside of unit and clean out dirt and Debre out of condenser coil to prevent unexpected shut down of unit.

Condensing Unit #2

Manufacturer: Carrier

Model: Unreadable

Serial: Unreadable

Condition of Unit: Fair condition. The unit is fairly dirty at the condenser coil and inside cabinet areas. Recommend cleaning

Repairs needed: Recommend cleaning of unit cabinets and cleaning of condenser coil to prevent shutdowns.

Condensing Unit #3

Manufacturer: Carrier

Model: unreadable

Serial: unreadable

Condition of Unit: fair condition. The unit is fairly dirty. Recommend cleaning of cabinets and cleaning of condenser coil.

Repairs Needed: Condenser coil needs to be cleaned and inside cabinet areas to prevent shutdowns.

Return Fan #1

Manufacturer: Unreadable

Model: Unreadable

Serial: Unreadable

Condition: Unit is in fair condition. Due to age 25 years is a candidate to be replaced

Repairs needed: No repairs needed

Return Fan #2

Manufacturer: unreadable

Model: unreadable

Serial: unreadable

Condition of Unit: unit is in fair condition. Due to the age of unit 25 years is a candidate to be replaced.

Repairs Needed: no repairs needed

Return Fan #3

Manufacturer: unreadable

Model: unreadable

Serial: unreadable

Condition of Unit: poor condition of unit due to lack of maintenance. Pillow block bearings are blown out due to over greasing. Sheaves and pulley are deeply grooved and will cause damage to belts and cut down on air flow.

Repairs Needed: replace failed pillow block bearings. Replace failed sheave and pulley

Return Fan #4

Manufacturer: unreadable

Model: unreadable

Serial: unreadable

Condition of Unit: Condition of unit is fair. Age of unit 25 years and is a candidate to be replaced.

Repairs needed: No repairs needed

Return Fan #5

Manufacturer: unreadable

Model: unreadable

Serial: unreadable

Condition of Unit: unit is in fair condition. Age of unit 25 years and is a candidate for replacement.

Repairs Needed: no repairs needed

Exhaust fan #1

Manufacturer: unreadable

Model: unreadable

Serial: unreadable

Condition of Unit: unit is in fair condition. Pillow block bearings are failed, and sheave is deeply grooved

Repairs needed: Replacement of failed bearings and sheave

Exhaust fan #2

Manufacturer: unreadable

Model: unreadable

Serial: unreadable

Condition of Unit: unit is in fair condition. Unit is 25 years old and is a candidate for replacement.

Repairs Needed: no repairs needed

Exhaust fan #3

Manufacturer: unreadable

Model: unreadable

Serial: unreadable

Condition of Unit: unit is in fair condition. Unti is 25 years old and is a candidate for replacement.

Repairs needed:

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into as of **May 9, 2024** by and between the Incline Village General Improvement District, a Nevada general improvement district (“District”) and **Ainsworth Associates Mechanical Engineers**, a Domestic Corporation with its principal place of business at 1420 Holcomb Avenue, Suite 201 in Reno, Nevada (“Consultant”). The District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

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

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing Mechanical Design services to public clients, is licensed in the State of Nevada, and is familiar with the plans of District.

2.3 Project. District desires to engage Consultant to render professional services for the Recreation Center HVAC System Replacement (“Project”).

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply mechanical design services necessary for the Project (“Services”). The types of services to be provided are more particularly described in Exhibit A attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. As described in Section 3.3, the District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit B. A copy of the original Request for Qualifications is included as Exhibit C.

3.1.2 Term. The term of this Agreement shall be from May 9, 2024 to August 31, 2025, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project.

3.2 Responsibilities of Consultant.

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

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

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

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

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

3.2.6 Consultant's Representative. Consultant hereby designates [John Bigda, P.E., Cruz Kerver, P.E.](#), or their designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and

attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

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

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

3.2.10 Insurance.

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

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

(A) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1,000,000 combined single limit (each accident) for bodily injury and property damage; and (3) *Industrial Insurance*: Workers' Compensation limits as required by the Labor Code of the State of Nevada. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability/Errors and Omissions*: Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, professional liability/errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 per claim. "Covered Professional Services" as designated in the Professional Liability/Errors and Omissions policy must specifically include work performed under this Agreement.

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

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

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

(B) Automobile Liability. The automobile liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

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

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

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

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

3.2.10.7 Verification of Coverage. Consultant shall furnish the District with original certificates of insurance and endorsements effecting coverage required by

this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement in accordance with the Schedule of Charges set forth in Exhibit B, attached hereto and incorporated herein by reference. The total compensation to be provided under this Agreement shall not exceed **One Hundred Eighty-Five Thousand Five Hundred Dollars (\$185,500)** without written approval of District's Director of Public Works. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to District a monthly itemized invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services and supplies provided since the initial commencement date of Services under this Agreement, and since the start of the subsequent billing periods, through the date of the invoice. Invoices shall be sent to **AP@ivgid.org**. Consultant shall include a Project Task Tracking Sheet with each invoice submitted. District shall, within forty-five (45) days of receiving such invoice and Project Task Tracking Sheet, review the invoice and pay all approved charges thereon.

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

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

District

Incline Village General Improvement District
893 Southwood Blvd.
Incline Village, NV 89451
Attn: Kate Nelson, P. E.

Consultant

Ainsworth Associates
1420 Holcomb Ave., Ste. 201
Reno, NV 89502
Attn: Alison Hall, PE/FPE

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

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data. The Project drawings (including original construction documents), specifications, materials, models, sketches, renderings, surveys, reports, and other documents, including those prepared as electronic models, using CAD, and existing in other electronic formats, prepared or provided by Consultant and/or its sub-consultants under this Agreement are instruments of service, and are intended for use solely with respect to the Project. The Consultant and its sub-consultants shall be deemed the authors and owners of their respective instruments of service and shall retain all common law, statutory, and other reserved rights, including copyrights. During and upon completion of this Project, Consultant hereby grants District a perpetual nonexclusive license to reproduce and use, and permit others to reproduce and use for the District, the Consultant's and any sub-consultants' instruments of service solely for purposes of constructing, using, and maintaining the Project or for future alterations or additions to the Project. Any unilateral use by the District of the instruments of service for completing, using maintaining, adding to, or altering the Project or facilities shall be at the District's sole risk and without liability to the Consultant and its sub-consultants.

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

magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the District.

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

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

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

3.5.6.1 Design Professional. To the extent required by NRS 338.155, Consultant's obligation to defend, indemnify, and hold District, its officials, officers, employees, volunteers, and agents free and harmless shall not include any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the District. Moreover, Consultant's obligation to defend, indemnify, and hold District, its officials, officers, employees, volunteers, and agents free and harmless from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant or the employees or agents of the Consultant which are based upon or arising out of the professional services of the Consultant. If the Consultant is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the District, as reimbursement for the attorney's fees and costs incurred by the District in defending the action, by the Consultant in an amount which is proportionate to the liability of the Consultant. This Section shall only apply to

the extent required by NRS 338.155 and shall not otherwise limit Consultant's obligation to defend, indemnify and hold the District harmless as required under Section 3.5.6.

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

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

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

3.5.10 District's Right to Employ Other Consultants. The District reserves right to employ other consultants in connection with this Project. Should District require the services of another consultant, District will provide at least 10 days' notice to Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

3.5.26 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services. Consultant shall not discriminate against any person on the grounds of race, color, creed, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin or any other status protected under any applicable law. Consultant is not currently engaged in, and during the duration of the Agreement shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in NRS 332.065. Consultant shall be responsible for all fines, penalties, and repayment of any State of Nevada or federal funds (including those that the District pays, becomes liable to pay, or becomes liable to repay) that may arise as a direct result of the Consultant's non-compliance with this subsection.

3.5.27 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the

term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

[Signatures on Following Page]

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

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

Trustee Sara Schmitz, Chairperson

Date

Trustee Michaela Tonking, Secretary

Date

Reviewed as to Form:

Sergio Rudin
District General Counsel

Date

**CONTRACTOR:
Ainsworth Associates Mechanical Engineers
Agreed to:**

By: 

Signature of Authorized Agent

Alison Hall, Principal

Print or Type Name and Title

05/01/2024

Date

PROFESSIONAL SERVICES AGREEMENT
EXHIBIT A
SCOPE OF SERVICES

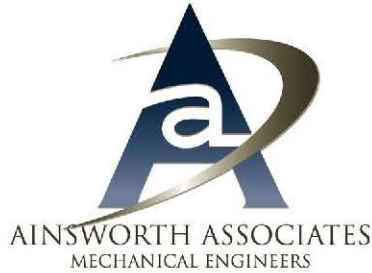
Consultant's Scope of Work includes:

1. Consultation, advice, and design solutions during the design phases of the Project. Consultant is assuming that existing "As-Built" drawings are available for their use and that extensive field verification efforts will not be required.
2. Fire protection modifications (if necessary to access equipment/ductwork) will be via performance specification and a deferred submittal prepared by the awarded fire sprinkler contractor.
3. Review all available existing as-built drawings related to these systems.
4. Perform up to two job visits during design to confirm existing conditions and discuss the project with Owner.
5. Two-dimensional PDF Contract Documents prepared using 2D AutoCAD software or 3D Revit software collaborated in BIM 360.
6. Design team meetings as required; Consultant assumes that weekly meetings during the design phase of the project will not be required.
7. Three-part book specifications in Engineers Joint Contract Documents Committee (EJCDC) format. Owner will provide templates.
8. An Engineer's Opinion of Probable Costs at major milestones, if requested.
9. Resolve facility and agency plan check comments.
10. Interpret the extent of the design documents and answer any questions during the bidding/negotiation phase of the project.

The scope of work specifically does not include the following:

1. Any scope item not specifically included above.
2. Construction administration.
3. On-site meetings beyond the two noted above. If needed, additional site visits can be performed at a cost of \$750.00 each.
4. LEED or environmental engineering calculations/consultation.
5. Architectural services. None are anticipated at this time.
6. Noise or vibration analysis of mechanical systems.
7. Permit, plan check, or utility fees; nor submitting plans to the required agencies.
8. Services resulting from changes to the scope or magnitude of the project, value engineering, and/or changes necessary because of cost over-runs.
9. Design or review of multiple mechanical equipment or system options due to equipment lead times and/or availability of originally specified equipment or systems at the time of construction.

EXHIBIT B
COMPENSATION



Ainsworth Associates Mechanical Engineers

Hourly Billing Rates
(Effective January 1, 2024)

Principal	\$245.00/Hour
Associate	\$215.00/Hour
Senior Engineer	\$195.00/Hour
Senior Designer	\$185.00/Hour
Engineer	\$175.00/Hour
Designer	\$165.00/Hour
Junior Designer	\$145.00/Hour
Draftsperson	\$135.00/Hour
Bookkeeper	\$125.00/Hour
Clerical	\$105.00/Hour

Reimbursable Rates

- Printing/Plotting: Cost of Reproduction + 15%
- Travel: Current Federal Reimbursement Rate
- Car Rental, Airfare, Meals and Lodging: Cost + 15%
- Shipping/Permitting: Cost +15%

PROFESSIONAL SERVICES AGREEMENT
EXHIBIT C
ORIGINAL REQUEST FOR QUALIFICATIONS



REQUEST FOR QUALIFICATIONS

PROFESSIONAL CONSULTING SERVICES

for the

Recreation Center HVAC System Replacement

980 Incline Way
Incline Village, Nevada

FORMAL SELECTION PROCESS

Issue Date: Jan. 29, 2024

**REQUEST FOR QUALIFICATIONS FOR
PROFESSIONAL CONSULTING SERVICES
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**

January 29, 2024

Project Identification

Project Name: Recreation Center HVAC System Replacement
Project Address: 980 Incline Way, Incline Village, Washoe County, Nevada
IVGID Project No.: BI24350100

Owner

Incline Village General Improvement District (IVGID)
1220 Sweetwater Rd.
Incline Village, NV 89451

IVGID Project Manager: Bree Waters at baw@ivgid.org or 775.832.1372

The professional consultant shall be qualified to submit on public work in accordance with Nevada Revised Statutes (NRS) Section 625 prior to submitting a response to this Request for Qualifications (RFQ).

IVGID RFQ Contact: Ronnie Rector at rlr@ivgid.org or 775.832.1267

All questions with regard to this RFQ shall be directed through the Owner's Planet Bids website; any questions regarding the use of Planet Bids shall be directed to the IVGID RFQ Contact listed above.

Delivery Deadline

Statements of Qualification (SOQ) packages from all interested parties will be submitted in PDF electronic format through the Owner's Planet Bids website:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=30437>, and will be subject to the terms, conditions and scope of services herein stipulated and/or attached hereto.

Deadline for receipt of SOQs is 2:00 p.m. March 14, 2024. Planet Bids will automatically refuse any SOQs submitted after this time.

Confidentiality: All documents and other information submitted in response to this RFQ, including, without limitation, a Cost Proposal, are confidential and will not be disclosed until notice of intent to award the contract is issued. The Owner is a public agency as defined by state law. As such, the Owner is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The Owner’s records are public records (unless declared by law to be confidential) which are subject to inspection and copying by any person. The Owner shall make available to the Applicants and the public the results of the evaluations of Proposals and the final rankings of the Applicants.

IVGID will evaluate the Proposals submitted in response to the RFQ to identify the successful Consulting Firm to whom the Professional Services Contract for the Project will be awarded, based on a determination of which Proposal provides the best quality of deliverables to IVGID for the Project. A more detailed description of the selection process is set forth in Article 4, below.

The Professional Services Contract (Contract) for the Project will include an initial assessment of the existing system, including a construction cost estimate, a phasing plan and a constructability plan. The Rec Center is over 30-years old and the HVAC system was constructed at that time. The Contract will also include the 75% Design Development Documents and 100% Construction Documents. The Contract will also include assistance with obtain all required permits for the Project.

A visit to the site can be arranged by contacting the IVGID Project Manager, Bree Waters.

ARTICLE 1 PROJECT DESCRIPTION AND BUDGET

Project Name: Recreation Center HVAC System Replacement

Estimated Construction Budget: \$1,712,500

General Project Description:

The Project proposes replacing the 30-year + HVAC infrastructure within the Recreation Center. An inspection of the existing equipment took place in November 2022. The inspection observed (6) Air Handling Units, (3) AC Condensing Units, (5) Return Fans and (3) exhaust fans. This report is provided in Exhibit A. The Project will be required to be phased per the Owner’s requirements of keeping the Recreation Center open during construction. The Project will be phased over multiple seasons and possibly multiple years depending on the Project Implementation Plan.

ARTICLE 2 SOQ SUBMITTAL REQUIREMENTS

The SOQ shall be indexed, shall be separated into the following specific categories, and the

information within each category shall be ordered to match those listed in this RFQ.

A cover letter shall be included that addresses pertinent general information as deemed appropriate by the Consulting Firm. The cover letter shall also include the appropriate contact person at the Consulting Firm, along with their phone number and e-mail address.

1. Consulting Firm General Information

- a. Firm Information: Provide firm name, business address, year established, type of firm ownership (i.e., single source, joint venture), name and address of parent company, former parent company names, Nevada business license number, name and contact information for principal personnel, areas of responsibility, and total number of personnel.
- b. Firm Organizational Chart: Indicate lines of responsibility and/or communication.

2. Key Personnel Qualifications

- a. Provide a resume for each key person that will be assigned to this project. Include their name and title, project assignment, total years of experience, years of experience with this firm, education including degree(s), year and discipline, active registrations and licenses including the number and state, other qualifications, and experience.
- b. Describe the specific role performed on each project listed in the resume, highlighting projects of similar size and scope where the person's role was similar to their role on this project.

3. Project Experience

- a. Include experience from a minimum of three (3) of the firm's pertinent projects of similar work. Include project name, project description, client references for each project (including contact name, address, and telephone), completion date, project budget, type of services provided, and other pertinent information.
- b. Include any applicable experience in the State of Nevada.
- c. Include a statement as to whether the proposed key personnel were involved in any of the listed projects.

4. Past Performance

For each project listed under project experience (above), provide the following information:

- a. List the name, location, and a general description of each project.
- b. List your firm's record of cost performance (list contract amount versus final statement). Explain any cost deviations.
- c. List your firm's record of schedule performance (list original schedule versus final completion date). Explain any schedule deviations.

5. Project Implementation Plan

- a. Describe your approach to a phasing plan that will allow the Rec Center to stay open during construction.
- b. Describe the constraints that will be faced during the design and construction of the Project.

- c. Describe the approach to implementing and managing the Project moving through construction. This includes how the Consultant shall meet the stated goals within the proposed time of completion, the ability to work with a multi-disciplinary project team, including District staff, the public and other Consultants if necessary.
6. Client References
 Consultant must provide a minimum of four (4) client references. The consultant’s submission of a complete list of references constitutes the consultant’s express consent for IVGID to contact the listed references regarding the qualifications of the consultant.
 7. Current Workload
 Provide a list and a summary paragraph describing the firm’s current workload, including a list of project names, associated contract values and rough percentage of completion.
 8. Miscellaneous Submittal Requirements
 - a. Nevada Business License – Attachment A
 - b. Prior Breach of Contract – Attachment
 9. A Fee Proposal for the proposed work shall be submitted in a separate email marked confidential. Fee Structure to include a comprehensive fee schedule including a detailed statement of hourly rates for all positions and classifications of individuals involved and reimbursable expenses. The Fee proposal can be broken into: 1) Initial Assessment, 2) Design Development, 3) Construction Documents and 4) Permitting. The Fee Proposal will not be weighted nor a part of the evaluation.

ARTICLE 3 CONSULTING FIRM SELECTION SCHEDULE

The following dates are tentative and are subject to revision by the Owner:

RFQ for Professional Services Advertised	Jan. 29, 2024
RFQ - Last Day for Questions	Feb. 22, 2024, 5:00 pm
RFQ - Last Day for Addenda	Feb. 29, 2024
RFQ Due	March 14, 2024, 2:00 pm
Consulting Firm Selection	March 22, 2024
IVGID Board of Trustees Approval	March 27, 2024

ARTICLE 4 SELECTION, EVALUATION AND CRITERIA

Evaluation of the Consulting Firms will be based on the information provided in Article 2. Proposals will be evaluated on the following criteria:

- | | |
|--|-----------|
| 1. Key Personnel Qualifications | 20 Points |
| 2. Project Experience (Similar Projects) | 25 Points |
| 3. Past Performance | 15 Points |
| 4. Project Implementation Plan | 30 Points |

Selection Point Total **100 Points**

Nevada Business License	Pass/Fail
Prior Breach of Contract	Pass/Fail

The Consulting Firm’s Cost Proposal shall be submitted in a separate email to Ronnie Rector at rlr@ivgid.org, marked confidential with the Firm’s name and title of the Project.

ARTICLE 5 WITHDRAWAL OF PROPOSAL

The Firm’s authorized representative may, prior to the date and time set as the deadline for receipt of the Proposals, modify or withdraw a response via Planet Bids. A modification or withdrawal received by IVGID Engineering Division’s Planet Bids website prior 2:00 p.m. (PST) on Jan. 25, 2023, shall be considered timely.

ARTICLE 6 TECHNICALLY UNACCEPTABLE/NON-RESPONSIVE

Technically unacceptable/non-responsive Proposals will be rejected by IVGID. Unacceptable/non-responsive Proposals are defined as Proposals that do not comply with the RFQ terms, conditions, and requirements.

ARTICLE 7 ANTI-LOBBYING CLAUSE

During the period beginning on the date of issuance of this RFQ by IVGID and ending on the date of the award of the Project by IVGID, no person or entity submitting a Proposal in response to this RFQ, nor any officer, employee, representative, agent, or consultant representing such person or firm, shall communicate with the IVGID Board of Trustees, advisors, staff, or employees regarding this RFQ or the scope of services described herein, except for: (1) communications with IVGID’s Submittal Contact identified in the Owner section above under Designated Contacts and Communication (Ronnie Rector), of this RFQ; and (2) communications that are in response to inquiries initiated by IVGID with regard to the written review and modification process, or for purposes of clarifying some element of a Proposal or response; and (3) communications with the Evaluation Committee during the interview process.

ARTICLE 8 DISQUALIFICATION OF PROPOSALS

Consultants may be disqualified and Proposals may be rejected for any of, but not limited to, the following causes:

1. Lack of signature by an authorized representative on the Proposal
2. Failure to properly complete the Proposal

IVGID reserves the right to waive any minor informality or irregularity, or to request clarification of such minor informalities or irregularities from any or all Prospective Consultants.

ARTICLE 9 CONFLICT OF INTEREST

No employee, officer, or agent of IVGID shall participate in the selection, or in the award or administration, of the Agreement if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when one of the following has a financial or other interest in any firm proposing on or selected for the award:

1. The employee, or an officer or agent of the employee
2. Any member of the employee's immediate family
3. The employee's business partner(s)
4. An organization which employs, or is about to employ, any of the above

IVGID's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Consultants and Prospective Consultants whereby the intent could reasonably be inferred as influencing the employee in the performance of his or her duties or was intended as a reward for any official act on his or her part.

Prior to entering into the Professional Services Agreement, the Consultant is required to inform IVGID of any real or apparent organizational conflict of interest. Such organizational conflict of interest exists when the nature of the work to be performed under an Agreement may, without some restriction on future activities, result in an unfair competitive advantage to the Consultant, or may impact the Consultant's objectivity in performing the Work.

ARTICLE 10 RFQ EXHIBITS

Exhibits included in the RFQ:

Exhibit A –BCS – Rec Center HVAC Inspection dated November 21, 2022

Exhibit B – Business Licensing Information

Exhibit C - Certification Regarding Debarment, Suspension and Other Responsibility Matters

Exhibit D – Draft Professional Services Agreement

EXHIBIT A

BCS REC CENTER HVAC INSPECTION REPORT

IVGID Recreation Building Inspections

Date of Inspection: 11/21/2022

Completed Inspection of all HVAC equipment located at 980 Incline Way, Incline Village, Nevada. Inspection will include (6) Air handling units, (3) AC Condensing units, (5) Return fans, (3) exhaust fans. Included in this report will be repairs needed for each unit and recommendation of replacement. On the AC Condenser units, I recommend the units should be changed out due to age of units and the fact that the original refrigerant R-22 that is inside unit has been phased out and no longer exists. Refrigerant 410-A is the new refrigerant for newer equipment. During inspections, found on all Air handling units that on exposed bearings that the grease has been blown out the seals due to over greasing. Grease should be done once every 6 months with 2-3 pumps of polyurea grease. Multiple bearings will need to be replaced for efficient operation. Due to 25 years and up on all air handlers should be considered for phase out with more current equipment to keep up with availability of OEM parts, pricing reductions and overall life of investment and up to date on refrigerant procedures and usage. Below is a picture of the bearings.



Air Handler Unit #1

Manufacturer: Snyder General

Model: Unreadable

Serial: Unreadable

Unit: AH 1

Condition: unit was not properly taken care of; Age of unit exceeds 25 years of age. The coils are dirty and getting plugged.

Repairs: Motor and fan sheaves are deeply grooved and need to be replaced. Pillow block bearings on fan shaft fail with blown grease seals that need to be replaced and coils need cleaning for efficient operation.

Air Handler Unit #2

Manufacturer: Snyder General

Model: Unreadable

Serial: unreadable

Condition of unit: fair condition. Bearings, sheaves and shaft were recently replaced and are in good condition

No repairs needed

Air Handler Unit#3

Manufacturer: Snyder General

Model:3XB00112-06

Serial: LHD106CH

UNIT: Unit consists of (1) DX coil, (1) hot water reheat coil.

Condition of unit: Poor condition due to lack of maintenance. Bearings are blown out due to over greasing. Both sets of coils are dirty and need to be cleaned. Sheaves and pulleys are grooved. Age of unit exceeds 25 years and is candidate for replacement.

Repairs needed: Replacement of failed pillow block bearings, cleaning of both coils to maintain efficiency. Replacement of failed sheave and pulley.

Air Handler Unit #3A

Manufacturer: Snyder General

Model:3XB00Q14-04

Serial: LH10XL2H1H

Unit: Unit is equipped with (1) reheat coil

Condition of Unit: Unit is in poor condition due to lack of maintenance. Noticed shaft shavings on pillow block bearings due to bearing grinding on shaft. The sheave and pulley have deep grooves which will cause issues for airflow and damage to the belt. Unit is passed 25 years and is a candidate for replacement.

Repairs Needed: Replacement of shaft and bearings due to failure of bearings and creating damage to shaft. Replace sheave and pulley to increase efficiency

Air Handler Unit #4

Manufacturer: Snyder General

Model: LML114E

Serial: 3XB00533-00

Unit: Unit has hot deck, cold deck equipment with multiple actuators for multiple zones in building.

Condition: Poor condition due to age and not being maintenance. Age of unit exceeds 25 years of age.

Repairs: Pillow block bearings failed; motor and fan sheaves are deeply grooved and need to be replaced.

Air Handler Unit #5

Manufacturer: Snyder General

Model: LSL122DH

Serial: 3XB00117-04

Unit: Has (1) DX Coil, (1) Heating coil.

Condition of unit: poor, unit was not being cared for at all multiple issues with unit. Bearings are over greased with incorrect type of grease. Age of unit exceeds 25 years

Repairs Needed: Motor and wheel sheaves are grooved deeply and need replacing, coils are dirty, Pillow block bearings are blown out and need replacement as well.

Condensing Unit #1

Manufacturer: Carrier

Model: Unreadable

Serial: Unreadable

Condition of unit: Unit is in fair condition condenser coils need to be cleaned and inside of compressor compartments. Compressor contactors are starting to get pitting on connection points and need to be changed out. All other components are operational

Repairs needed: Replace worn contactors, clean inside of unit and clean out dirt and Debre out of condenser coil to prevent unexpected shut down of unit.

Condensing Unit #2

Manufacturer: Carrier

Model: Unreadable

Serial: Unreadable

Condition of Unit: Fair condition. The unit is fairly dirty at the condenser coil and inside cabinet areas. Recommend cleaning

Repairs needed: Recommend cleaning of unit cabinets and cleaning of condenser coil to prevent shutdowns.

Condensing Unit #3

Manufacturer: Carrier

Model: unreadable

Serial: unreadable

Condition of Unit: fair condition. The unit is fairly dirty. Recommend cleaning of cabinets and cleaning of condenser coil.

Repairs Needed: Condenser coil needs to be cleaned and inside cabinet areas to prevent shutdowns.

Return Fan #1

Manufacturer: Unreadable

Model: Unreadable

Serial: Unreadable

Condition: Unit is in fair condition. Due to age 25 years is a candidate to be replaced

Repairs needed: No repairs needed

Return Fan #2

Manufacturer: unreadable

Model: unreadable

Serial: unreadable

Condition of Unit: unit is in fair condition. Due to the age of unit 25 years is a candidate to be replaced.

Repairs Needed: no repairs needed

Return Fan #3

Manufacturer: unreadable

Model: unreadable

Serial: unreadable

Condition of Unit: poor condition of unit due to lack of maintenance. Pillow block bearings are blown out due to over greasing. Sheaves and pulley are deeply grooved and will cause damage to belts and cut down on air flow.

Repairs Needed: replace failed pillow block bearings. Replace failed sheave and pulley

Return Fan #4

Manufacturer: unreadable

Model: unreadable

Serial: unreadable

Condition of Unit: Condition of unit is fair. Age of unit 25 years and is a candidate to be replaced.

Repairs needed: No repairs needed

Return Fan #5

Manufacturer: unreadable

Model: unreadable

Serial: unreadable

Condition of Unit: unit is in fair condition. Age of unit 25 years and is a candidate for replacement.

Repairs Needed: no repairs needed

Exhaust fan #1

Manufacturer: unreadable

Model: unreadable

Serial: unreadable

Condition of Unit: unit is in fair condition. Pillow block bearings are failed, and sheave is deeply grooved

Repairs needed: Replacement of failed bearings and sheave

Exhaust fan #2

Manufacturer: unreadable

Model: unreadable

Serial: unreadable

Condition of Unit: unit is in fair condition. Unit is 25 years old and is a candidate for replacement.

Repairs Needed: no repairs needed

Exhaust fan #3

Manufacturer: unreadable

Model: unreadable

Serial: unreadable

Condition of Unit: unit is in fair condition. Unti is 25 years old and is a candidate for replacement.

Repairs needed:

EXHIBIT B

BUSINESS LICENSING INFORMATION

BUSINESS LICENSING INFORMATION All vendors doing business within IVGID are required to obtain and maintain a current business license from Washoe County prior to commencement of work. Vendor(s) awarded a contract resulting from this bid shall be required to obtain a current business license if they do not already hold one.

Washoe County Business License Number:
Date Issued:
Date of Expiration:
Name of Licensee:
City, State, Zip Code of Licensee:
Telephone Number of Licensee:
Taxpayer Identification Number:

EXHIBIT C

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**

**CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
(This form to be signed and returned at the time of bid)**

The prospective bidder, _____ certifies to the best of its knowledge and belief that it and its principals:

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

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. Any exceptions provided will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not IVGID will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

I am unable to certify to the above statement. My explanation is attached.

Signature _____ Date _____

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT EXAMPLE

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into as of **Date** by and between the Incline Village General Improvement District, a Nevada general improvement district (“District”) and **[__INSERT NAME OF CONSULTANT__]**, a **[__INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY__]** with its principal place of business at **[__INSERT ADDRESS__]** (“Consultant”). The District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

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

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **[__INSERT TYPE OF SERVICES__]** services to public clients, is licensed in the State of Nevada, and is familiar with the plans of District.

Project. District desires to engage Consultant to render professional services for **title of project** (“Project”).

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the **[INSERT BRIEF DESCRIPTION OF SERVICES TO BE PERFORMED]** services necessary for the Project (“Services”). The types of services to be provided are more particularly described in Exhibit A attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. As described in Section 3.3, the District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit B.

3.1.2 Term. The term of this Agreement shall be from **[INSERT START DATE]** to **[INSERT ENDING DATE]**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project.

3.2 Responsibilities of Consultant.

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

3.2.2 Schedule of Services. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the District to proceed ("Notice to Proceed"). **[If the District has specific milestones or timelines for performance, please input those requirements in the "Activity Schedule" attached as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.

[If engaging the Consultant to perform a discrete task with a specified deadline, use the following provision]

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the District to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within **[Insert number of calendar days for performance of the services – if more detail is required attach "Activity Schedule" as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.

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

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

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

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

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

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

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

indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

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

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

(A) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: [\$2,000,000-\$5,000,000] per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: [\$1,000,000-\$3,000,000] combined single limit (each accident) for bodily injury and property damage; and (3) *Industrial Insurance*: Workers' Compensation limits as required by the Labor Code of the State of Nevada. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease; and (4) *Professional Liability/Errors and Omissions*: Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, professional liability/errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than [\$1,000,000-\$5,000,000] per claim, and shall be endorsed to include contractual liability. "Covered Professional Services" as designated in the Professional Liability/Errors and Omissions policy must specifically include work performed under this Agreement.

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

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

(A) Commercial General Liability. The commercial general liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials,

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

(B) Automobile Liability. The automobile liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

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

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

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Consultant shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers,

employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

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

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

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

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

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

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement in accordance with the Schedule of Charges set forth in Exhibit B, attached hereto and incorporated herein by reference. The total compensation to be provided under this Agreement shall not exceed [__INSERT WRITTEN DOLLAR AMOUNT__] (\$[__INSERT NUMERICAL DOLLAR AMOUNT__]) without written approval of District’s [__INSERT TITLE__]. Extra Work may be authorized,

as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to District a monthly itemized invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services and supplies provided since the initial commencement date of Services under this Agreement, and since the start of the subsequent billing periods, through the date of the invoice. Invoices shall be sent to AP@ivgid.org with a copy to rlr@ivgid.org. Consultant shall include a Project Task Tracking Sheet with each invoice submitted. District shall, within forty-five (45) days of receiving such invoice and Project Task Tracking Sheet, review the invoice and pay all approved charges thereon.

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

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

Agreement except for cause. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation for termination of this Agreement by District except for the amounts authorized herein.

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

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

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

District

Incline Village General Improvement
District
893 Southwood Blvd.
Incline Village, NV 89451
Attn: **[INSERT NAME]**

Consultant

[INSERT NAME]
[INSERT ADDRESS]
[INSERT ADDRESS]
Attn: **[INSERT NAME]**

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

3.5.3 Ownership of Materials and Confidentiality.

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

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of the District, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related

industry shall be deemed confidential. Consultant shall not use the District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the District.

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

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

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

3.5.6.1 Design Professional. To the extent required by NRS 338.155, Consultant's obligation to defend, indemnify, and hold District, its officials, officers, employees, volunteers, and agents free and harmless shall not include any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the District. Moreover, Consultant's obligation to defend, indemnify, and hold District, its officials, officers, employees, volunteers, and agents free and harmless from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant or the employees or agents of the Consultant which are based upon or arising out of the professional services of the Consultant. If the Consultant is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the District, as reimbursement for the attorney's fees and costs incurred by the District in defending the action, by the Consultant in an amount which is proportionate to the liability of the Consultant. This Section shall only apply to

the extent required by NRS 338.155 and shall not otherwise limit Consultant's obligation to defend, indemnify and hold the District harmless as required under Section 3.5.6.

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

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

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

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

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

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

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

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

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

3.5.16 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit,

privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

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

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

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

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

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

3.5.26 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services. Consultant shall not discriminate against any person on the grounds of race, color, creed, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin or any other status protected under any applicable law. Consultant is not currently engaged in, and during the duration of the Agreement shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in NRS 332.065. Consultant shall be responsible for all fines, penalties, and repayment of any State of Nevada or federal funds (including those that the District pays, becomes liable to pay, or becomes liable to repay) that may arise as a direct result of the Consultant's non-compliance with this subsection.

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

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

[Signatures on Following Page]

DRAFT

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

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

Trustee Sara Schmitz, Chairperson

Date

Trustee Michaela Tonking, Secretary

Date

CONTRACTOR:

Agreed to:

By: _____
Signature of Authorized Agent

Print or Type Name and Title

Date

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

Reviewed as to Form:

Sergio Rudin
District Legal Counsel

Date

PROFESSIONAL SERVICES AGREEMENT

EXHIBIT A

SCOPE OF SERVICES

[INSERT SCOPE]

PROFESSIONAL SERVICES AGREEMENT

EXHIBIT B

COMPENSATION

[INSERT RATES & AUTHORIZED REIMBURSABLE EXPENSES]

PROFESSIONAL SERVICES AGREEMENT

EXHIBIT C

ACTIVITY SCHEDULE

MEMORANDUM

TO: Board of Trustees

THROUGH: Bobby Magee, District General Manager

FROM: Kate Nelson, Interim Director of Public Works

SUBJECT: Review, Discuss, and Receive Direction for the Incline Beach House and Incline Beach Access Projects Budget and Building Programming (Requesting Staff Member: Interim Director of Public Works Kate Nelson).

RELATED FY 2023 STRATEGIC PLAN BUDGET INITIATIVE(S):

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 venues, facilities, and services.

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES

Board Policy 12.1.0 Multi-Year Capital Planning; 13.2.0 Capital Planning Expenditures

DATE: May 8, 2024

I. RECOMMENDATION

The Board of Trustees make a motion to:

1. Direct Staff to combine the Incline Beach House and Incline Beach Access Projects into one Capital Improvement Project; and,
2. Consider the available options based on previous Board directives and provide direction to Staff on how to proceed forward.

II. BACKGROUND

The Board of Trustees (Board) identified the Incline Beach House Project (Project) in the Community Services Master Plan, as a Priority project and a Top Tier Recommendation at the January 12, 2022 (Item G.4) Board meeting. Staff brought the historical timeline of the Project to the Board on July 27, 2022 (Item H.1) and then again on February 8, 2023 (Item F.8). At the February 8, 2023, Board meeting, the Board determined there was a need for further community input.

At the Special Board Meeting on April 5, 2023 (Item G2 – Fiscal Year 2023/24 Budget Workshop #3), the then General Manager Winquest informed the Board that, based on discussions of the Board, the placeholder for the budget was reduced for the Beach House from \$6,100,000 to \$4,000,000. There were opportunities for the Board to provide input; however, no comments were provided. The FY 2023/24 Budget was adopted on May 25, 2023, with the \$4,000,000 allocation for the Beach House Project.

Staff returned to the Board on July 26, 2023 (Item H.1), to clarify these results and to request specific direction. The Board gave Staff direction to release a request for qualifications (RFQ) for the Project for a Design-Build team for the 30% schematic design.

In order to release the RFQ, Staff requested direction from the Board and the following was given:

1. The design will include sufficient bathroom stalls to minimize the need for portable toilets during peak season (excluding holidays)
2. Maintain the same level of service and menu offerings that is currently provided.
3. Design of an expanded bar area.
4. Utilize the Design-Build Method for project execution.

The Board approved the Design-Build Contract with CORE Construction for the Incline Beach House and the Incline Beach Access Improvement Projects at the February 28, 2024 (Item G.2). At the Special Board meeting on March 28, 2024 (Item E.2) the Board gave direction to Staff to design and provide both a pedestrian and vehicular electronic gates at the entrance to Incline Beach.

On April 15, 2024 a Project milestone was to provide preliminary concept pricing. This milestone was established to facilitate the inclusion of the Beach Access Project budget in the Beach Capital Plan for FY 2024/25. Based on the information known at this time, additional direction is needed by the Board.

At the Fiscal Year 2023/24 Budget Workshop #3 held on April 5, 2023 (Item G.2), a placeholder of \$4,000,000 was approved for the Incline Beach House. Staff needs Board consensus that the \$4,000,000 placeholder budget is the hard cap budget for the Project. If the placeholder of \$4,000,000 is the hard cap budget

for the project, which of the following amenities does the Board wish to provide: increased restroom facility or kitchen facility? If the placeholder of \$4,000,000 is not a hard cap budget and the Board desires to increase funding for the project, then the following Board consensus is needed:

1. The Board still desires the Project to include sufficient bathroom stalls to minimize the need for portable toilets during peak season (excluding holidays); and,
2. The Board still desires to maintain the same level of service and menu offerings that is currently provided; and,
3. The Board still desires to include an expanded bar area.

Staff has also received feedback from some Trustees that the proposed architecture style should resemble the Burnt Cedar Pool Building. Staff is requesting Board consensus on the type of architecture desired.

1. The proposed architecture style is a fire hardened structure with the use of block, single sloped roof, limited wood accents, and lower construction and long-term maintenance costs; or,
2. The other option which is similar to Burnt Cedar Pool Building and previous 2016 design is the use of stucco, steep pitched roof, heavy timber accents, and higher construction and long-term maintenance costs.

III. BID RESULTS

Not applicable.

IV. FINANCIAL IMPACT AND BUDGET

At this time, Staff recommends that the Incline Beach House and Beach Access Project be combined into one capital project. The FY 2024/25 budget will be presented to the Board for consideration on May 20, 2024 and final approval on May 29, 2024.

Based on the Board direction received at this meeting, Staff will present the appropriate budget and proposed funding mechanism for the combined project at the upcoming budget hearing.

V. ALTERNATIVES

VI. COMMENTS

VII. BUSINESS IMPACT/BENEFIT

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

VIII. ATTACHMENTS

None

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

1. Is the \$4,000,000 a hard cap Project budget?
2. If yes, then which amenity would the Board provide: Restroom Facility or Kitchen Facility?
3. If no, then which of the following amenities shall be included in the Project:
 - a. Sufficient bathroom stalls to minimize the need for portable toilets during peak season (excluding holidays) - Yes/No
 - b. Maintain the same level of service and menu offerings that is currently provided - Yes/No
 - c. Include an expanded bar area - Yes/No
4. Which architecture style does the Board want the Project to reflect:
 - a. Proposed Design
 - b. Similar to Burnt Cedar/2016 Design

MEMORANDUM

TO: Board of Trustees

THROUGH: Bobby Magee, District General Manager

FROM: Timothy Sands, GM of Golf Operations

SUBJECT: Review, Discuss, and Approve Golf Play Pass Rate Structure for the 2024 Season (Requesting Staff Member: General Manager of Golf Operations Timothy Sands)

RELATED STRATEGIC

PLAN INITIATIVE(S): N/A

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS

OR ORDINANCES: Board Practice 6.2.0 – Pricing for Products and Services

DATE: MAY 8, 2024

I. RECOMMENDATION

That the Board of Trustees make a motion to approve Golf Play Pass rate structure for both Championship and Mountain courses for the 2024 season.

II. BACKGROUND

Play Passes for Picture Pass holders have been a large part of the community for many years. Staff was able to find records as far back as 2009 & 2010. Play Pass for twenty rounds at the Championship Course (CH) in 2010 was \$1,020. In 2023 the course charged \$1,680 which is a steady increase over time relating to expected rate of inflation. Staff found that average revenue per round for 2023 for the Picture Pass Holders was \$77.85 and for a Play Pass Holder was \$79.56.

Picture pass holders' price came in slightly lower due to the reduction in price throughout the daily operations. Peak season and peak time (open-2pm) cost was \$120 and twilight (2pm-4pm) was \$80. This average lowers the cost for most residents playing the Championship course.

For the 2024/25 season the rates are recommended as follows:

Championship Course:

1. 10 Play Pass - \$900
2. 20 Play Pass - \$1,700
3. Seasonal Pass of 50 - \$3,600 **includes both courses, \$300 driving range pass, and bag storage** (priced and percentage based from 50 round average)
4. Seasonal PM Pass - \$2,800 (priced and percentage based from 50 round average)
5. College Play Pass **includes both courses** - \$500
6. Junior Play Pass **includes both courses** - age 17 & under - \$345

Mountain Course:

1. 10 Play Pass - \$430
2. 20 Play Pass - \$815
3. Seasonal Pass - \$1,800 (priced and percentage based from 50 round average)
4. 10 Play Nine Hole - \$300
5. 20 Play Nine Hole - \$560
6. Seasonal Nine Hole - \$1,200 (priced and percentage based from 50 round average)

Golf Play Pass Staff Recommendation

05/03/2024

GM of Golf Ops Timothy Sands

Pros & Cons to Offering Play Passes

PROS:

1. Reduce and restructure Play Pass options in order to simplify resident rate expense (% based from the PPH rate)
2. Generates a consistent player base allowing for more effective budget execution during the season
3. Allows for program development through the Play Passes (lessons/clinics, events, & open to all district residents - IVGID tournament)
4. Season Long review of Play Pass revenue over entire operation (rounds, merchandise, driving range, and food/beverage)
5. Recommendation of Play Passes Non-refundable upfront revenue
6. A community benefit to the most avid golfers in the District for the entire season

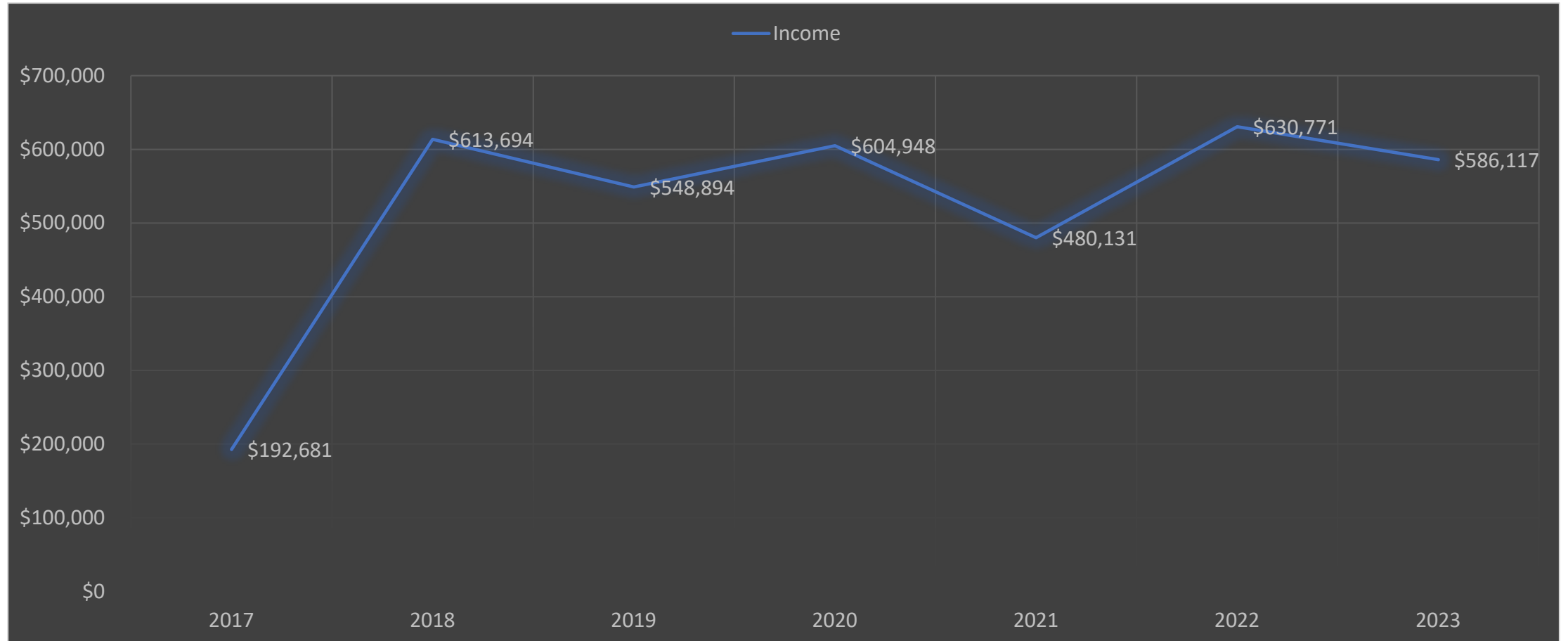
CONS:

1. Downside to these offerings is creating a reduction to the daily fee
2. Creates an impact of the time offerings throughout the day by allowing a lower price point during peak season
3. Difficult to offset loss in revenue while still occurring high expenses
4. Potentially creating division inside the District (avid golfer to non-golfer)
5. Difficult to keep a high standard of course condition and experience (course condition & labor allocation) due to lower revenue being generated
6. Creates difficulty tracking cost per round expenses

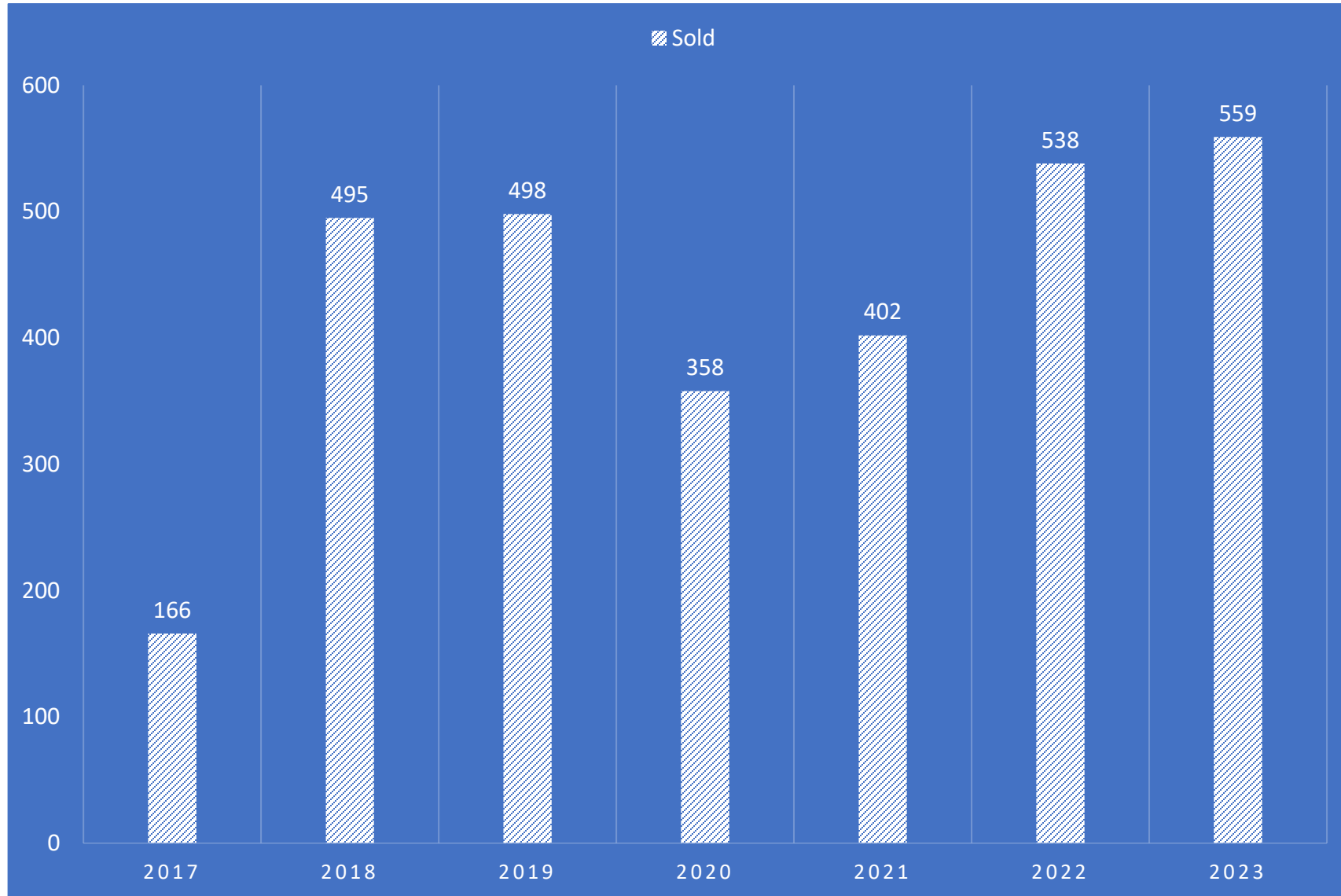
Staff's Recommended Plan For 2024 Championship Course – PPH Rate \$120 Peak

1. 10 Play Pass - \$900
2. 20 Play Pass - \$1,700
3. Seasonal Pass of 50 - \$3,600 includes both courses, \$300 driving range pass, and bag storage
(priced and percentage based from 50 round average)
4. Seasonal PM Pass - \$2,800 (priced and percentage based from 50 round average)
5. College Play Pass includes both courses - \$500
6. Junior Play Pass includes both courses - age 17 & under (walking) - \$345

Champ & MTN Golf – Play Pass Income

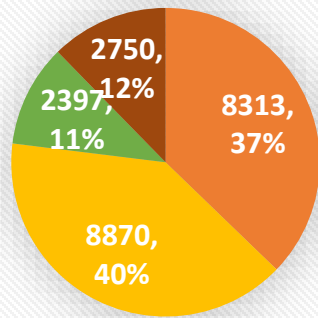


Champ & MTN Passes Sold



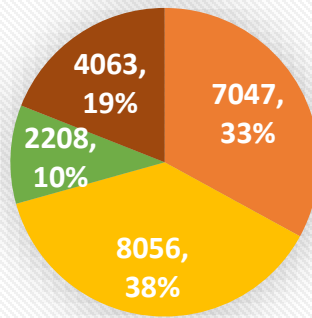
Play Mix at Champ

2020



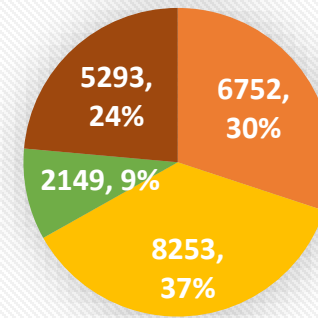
Resident Play Pass Guest Non-Resident

2021



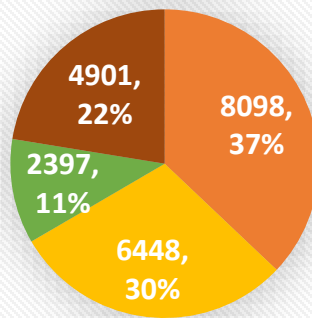
Resident Play Pass Guest Non-Resident

2022



Resident Play Pass Guest Non-Resident

2023

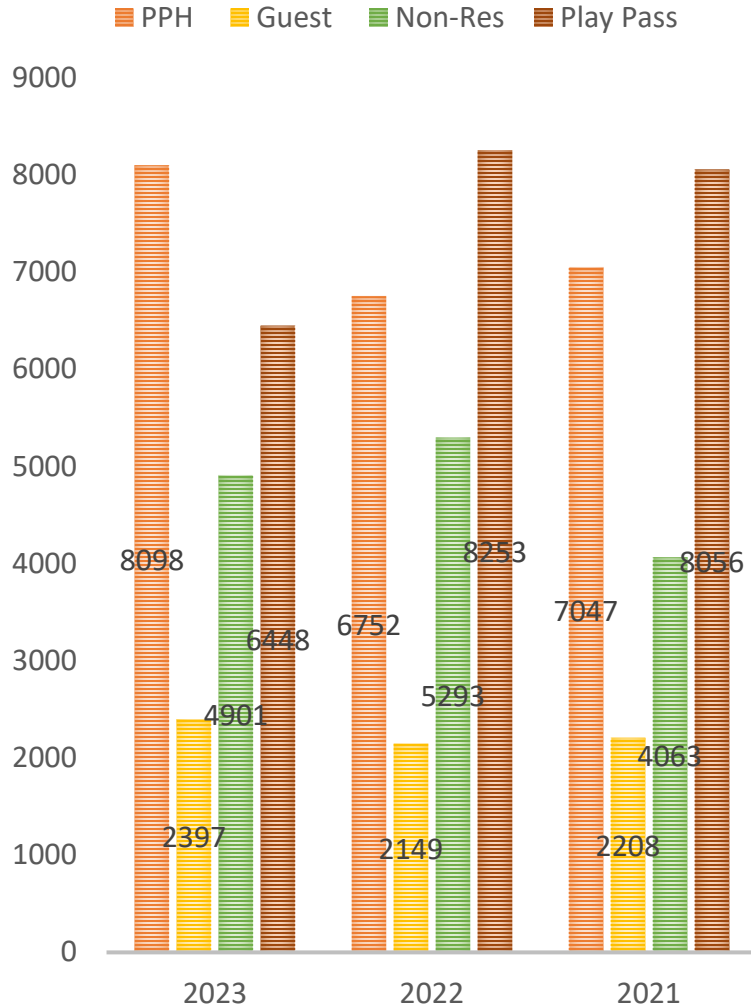


Resident Play Pass Guest Non-Resident

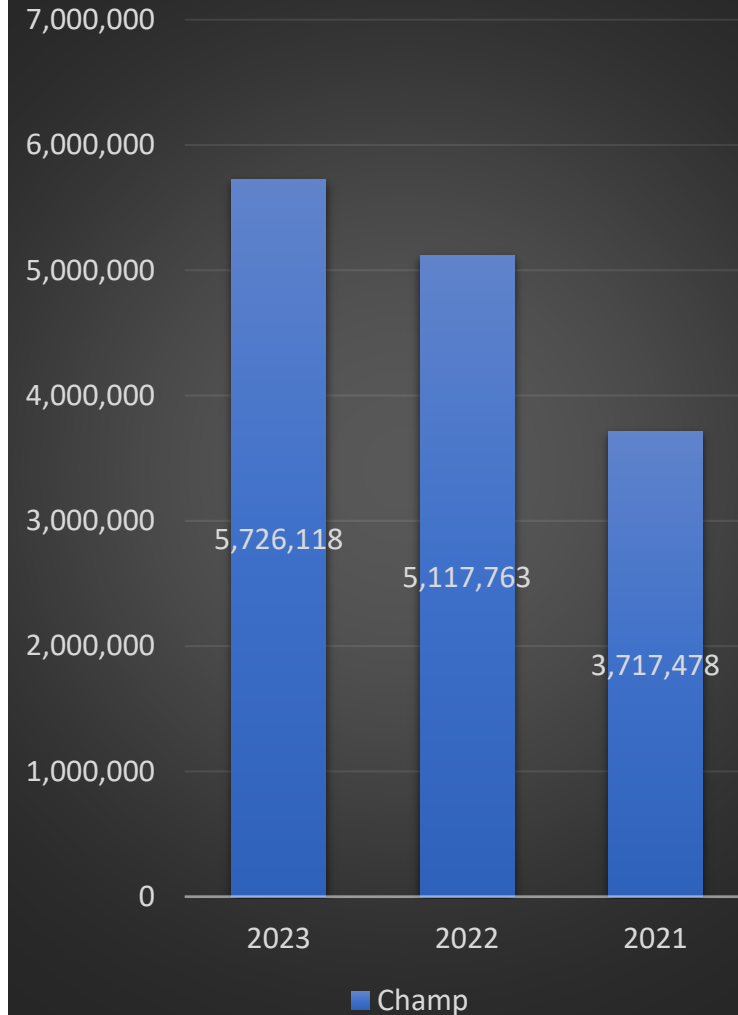
Championship Course Play Mix, Revenue, Expenses Comparison

Climbing out of a Fiscal Hole

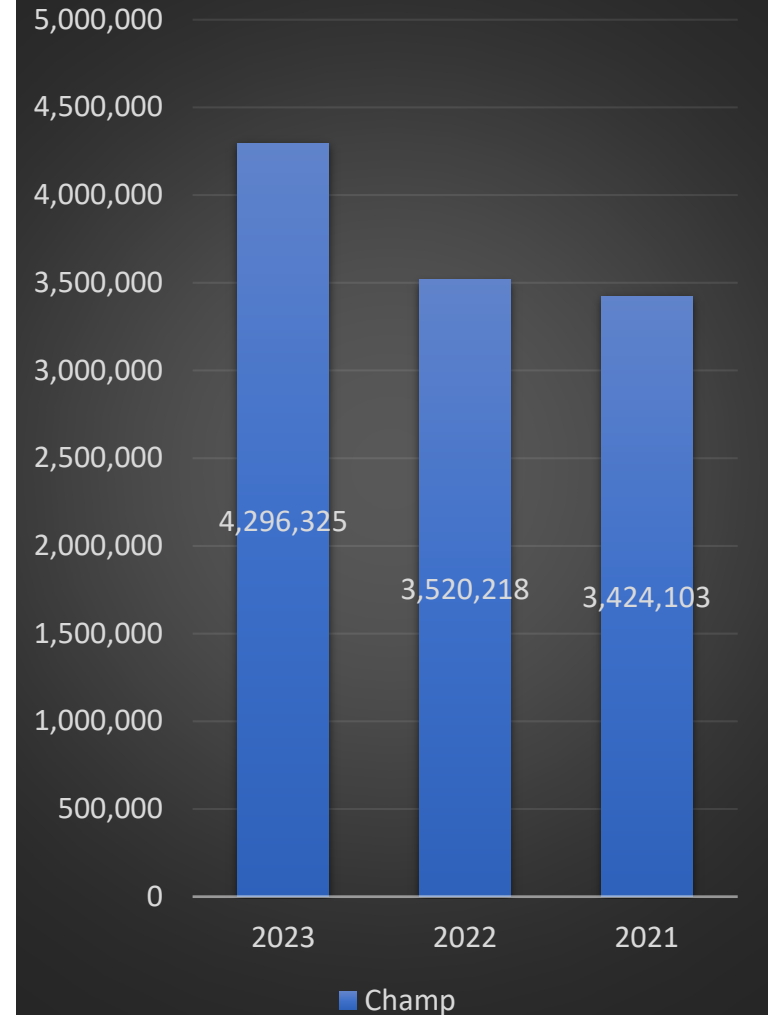
PLAY MIX



Expense



Revenue

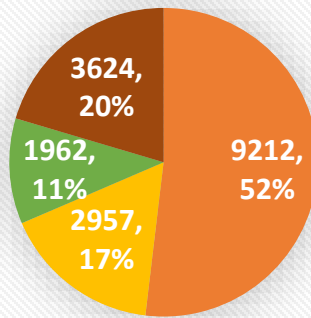


Mountain Course Play Pass (Peak rate of PPH - \$60)

1. 10 Play Pass - \$430
2. 20 Play Pass - \$815
3. Seasonal Pass - \$1,800 (priced and percentage based from 50 round average)
4. 10 Play Nine Hole - \$300
5. 20 Play Nine Hole - \$560
6. Seasonal Nine Hole - \$1,200 (priced and percentage based from 50 round average)

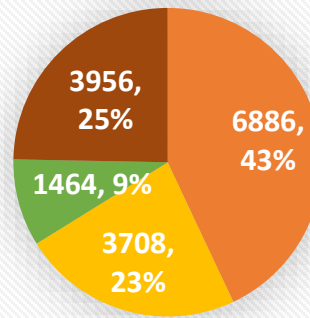
Play Mix at MTN

2020



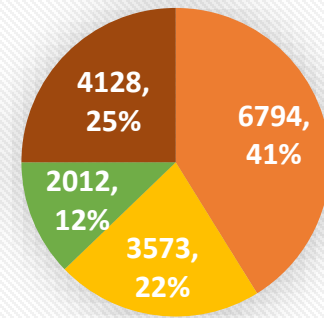
Resident Play Pass Guest Non-Resident

2021



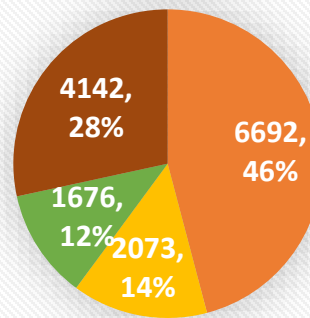
Resident Play Pass Guest Non-Resident

2022



Resident Play Pass Guest Non-Resident

2023



Resident Play Pass Guest Non-Resident

Community Benefit with Golf @ MTN Course

1. Access for an aging population (exercise and socialization)
2. Brings in new residents that have never played golf
3. Helps to create more access to the Champ Course
4. Family impact for all Residents



Approved Play Passes from 2023

RESIDENT PLAY PASSES

**** Must be a Valid IVGID Resident Picture Pass Holder ****

CHAMPIONSHIP COURSE		
	2023 Rates	
10 Play Pass	\$890.00	ANYTIME
20 Play Pass	\$1,680.00	ANYTIME
30 Play Pass	\$2,370.00	ANYTIME
40 Play Pass	\$2,960.00	ANYTIME
LIMITED All You Can Play Season Pass - Individual	\$3,552.00	> Open - June 11 & Sept. 25- Closing = Unlimited Play Any Day/Any Time > June 12-Sept. 24 = Monday - Thursday Any Day/Any Time & Friday - Sunday After 12pm Only > If playing within Restricted times above = Applicable daily greens fee apply
UNLIMITED Junior Pass	\$315	> Walking Only, Up to age 17, Stand By Only
UNLIMITED College Pass	\$499	> Walking Only, Up to age 26, Currently Enrolled in College, Stand By Only
PM All You Can Play Season Pass - Individual	\$2,158.00	> Open - June 11 & Sept. 25 - Close = Unlimited Play AFTER 12pm > June 12-Sept. 24 = Unlimited Play AFTER 2pm > If playing within Restricted times above = Applicable daily greens fee apply
PM 10 Play	\$546.00	> Open - June 11 & Sept. 25 - Close = Unlimited Play AFTER 12pm > June 12-Sept. 24 = Unlimited Play AFTER 2pm > If playing within Restricted times above = Applicable daily greens fee apply
PM 20 Play	\$1,028.00	> Open - June 11 & Sept. 25 - Close = Unlimited Play AFTER 12pm > June 12-Sept. 24 = Unlimited Play AFTER 2pm > If playing within Restricted times above = Applicable daily greens fee apply
PM 30 Play	\$1,446.00	> Open - June 11 & Sept. 25 - Close = Unlimited Play AFTER 12pm > June 12-Sept. 24 = Unlimited Play AFTER 2pm > If playing within Restricted times above = Applicable daily greens fee apply
PM40 Play	\$1,798.00	> Open - June 11 & Sept. 25 - Close = Unlimited Play AFTER 12pm > June 12-Sept. 24 = Unlimited Play AFTER 2pm > If playing within Restricted times above = Applicable daily greens fee apply
MOUNTAIN COURSE		
	2023 Rates	
18 Holes		
10 Play Pass	\$414.00	
20 Play Pass	\$780.00	
30 Play Pass	\$1,096.00	
40 Play Pass	\$1,364.00	
Limited All You Can Play Season Pass - Individual	\$1,637.00	> Open - June 11 & Sept. 25- Closing = Unlimited Play Any Day/Any Time > June 12-Sept. 24 = Monday - Thursday Any Day/Any Time & Friday - Sunday After 12pm Only > If playing within Restricted times above = Applicable daily greens fee apply
9 Holes		
10 Play Pass - 9 Holes	\$283.00	ANYTIME (only 9 holes per day)
20 Play Pass - 9 Holes	\$532.00	ANYTIME (only 9 holes per day)
30 Play Pass - 9 Holes	\$749.00	ANYTIME (only 9 holes per day)
40 Play Pass - 9 Holes	\$932.00	ANYTIME (only 9 holes per day)
Limited All You Can Play 9 Hole Pass - Individual	\$1,118.00	ANYTIME (only 9 holes per day)
UNLIMITED Junior Pass	\$200	> Walking Only, Up to age 17, Stand By Only

Recommendation for Board

1. Approve the staff recommendation for Play Passes 2024
2. Alternatively, if discussion is further required Board could approve 2023 Play Pass Options Rates

MEMORANDUM

TO: Board of Trustees

FROM: Bobby Magee
General Manager

SUBJECT: Review, Discuss, and Approve the Recommended Contract Amendment with Rubin Brown for an Increase in Expenditures for Forensic Due Diligence Auditing Services

DATE: May 8, 2024

I. RECOMMENDATIONS

That the Board of Trustees:

1. Discuss the Contract Amendment in the amount of \$70,000 for continued Forensic Due Diligence Auditing Services; and,
2. Direct the General Manager to execute the contract amendment with RubinBrown.

II. DISTRICT STRATEGIC PLAN

This action supports Long Range Principle #2, Finance; *“The District will ensure fiscal responsibility and sustainability of service capacities by maintaining effective financial polices for operating budgets, fund balances, capital improvement and debt management.”*

- *Comply with State and Federal regulations.*
- *Develop and maintain a long term plan to sustain financial resources.*

III. BACKGROUND

On November 8, 2023 the Board of Trustees (Board) approved the award of a contract with RubinBrown, LLP for Forensic Due Diligence Auditing Services. (Item G.3) On January 31, 2024 the Board approved the Scope of Work and related contract pricing with RubinBrown. (Item H.3) During the January 31 meeting, the Board authorized staff to enter into an agreement in the amount of \$200,000, with a 15% contingency for a total appropriated amount of \$230,000. In late April, RubinBrown notified staff that it expected to invoice IVGID in an amount that would be up to the \$230,000 cap. In addition, staff was notified that RubinBrown had discovered a number of unexpected items that it felt warranted additional investigation. The continued work product, if authorized, would constitute an additional cost to the project.

As this information became available the General Manager and Trustee Tulloch, acting as the Chair of the Audit Committee, requested a briefing from RubinBrown as to the nature of the expected observations. The briefing was held on April 30, 2024. After reviewing the information provided, staff is in agreement that the additional work should be authorized, and as such recommends additional funding to the project.

RubinBrown indicated that it understands the fiscal constraints of this project, and has offered to provide a discount on its rates related to the overall project. It is expected that, at currently agreed-upon rates in the contract, the total cost of the project would exceed initial estimates of \$350,000. However, with discounts applied, RubinBrown has expressed confidence that the remainder of the project can be completed with a \$70,000 increase to the contract, bringing the total contract value to \$300,000 at the conclusion of the project.

VI. FINANCIAL IMPACT AND BUDGET

If approved, this contract amendment will add \$70,000 to the RubinBrown agreement, creating a new not-to-exceed amount of \$300,000. This amount will be absorbed within existing budgeted appropriations.

V. ALTERNATIVES

If the Board does not direct staff to sign the contract amendment, the Forensic Due Diligence Audit will stop without further recommended work being completed.

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
AND
RUBINBROWN LLP**

This Amendment No. 1 to the Professional Services Agreement for Services to Be Provided on a Task Order Basis dated February 5, 2024 (“Amendment”) is made and entered into as of **May 8, 2024** by and between the Incline Village General Improvement District (“District”) and RubinBrown, LLP (“Consultant”). District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

Recitals

- A. Original Agreement. The Parties entered into Professional Services Agreement for Services to Be Provided on a Task Order Basis dated February 5, 2024 (“Original Agreement”), which is incorporated herein by reference as if fully set forth herein, for the purpose of District retaining Consultant to provide the auditing services set forth therein.
- B. Amendment Purpose. District and Consultant wish to increase the not-to-exceed amount of the Original Agreement for an additional \$70,000 to provide additional investigative and forensic audit services, based on the rates originally set forth in Exhibit C of the Original Agreement.
- C. Amendment Authority. This Amendment is authorized pursuant to Section 3.3.1 of the Original Agreement.

Amendment

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

- 1. Definitions. All capitalized terms used in this Amendment not defined in this Amendment shall have the same meaning as set forth in the Original Agreement, if defined in the Original Agreement.
- 2. Term. Section 3.3.1, “Compensation,” of the Original Agreement is hereby amended to read in its entirety as follows:

“Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit C, attached hereto and incorporated herein by reference. The total compensation including all reimbursements to be provided under this Agreement shall not exceed three hundred thousand dollars (\$300,000), without approval of a contract amendment by the District’s Board of Trustees. Total compensation per Task Order shall be set forth in the Task Order, and shall not exceed such amount without written approval of the District’s Representative. The Director of Finance and District General Manager are authorized to issue Task Orders under this Agreement in amounts not to exceed \$300,000 cumulatively. Extra Work may be authorized, as described in this Agreement below; and if authorized, said Extra Work will be compensated at the rates

and in the manner set forth in this Agreement.

Notwithstanding the foregoing, Consultant shall finish all work within the Scope of Services described in Exhibit A, within the not-to-exceed compensation limit of \$300,000 under this Agreement, and any additional hours of work, costs, or expenses incurred by Consultant that may otherwise result in claims for compensation by Consultant to complete the Scope of Services shall be at Consultant’s sole risk and expense and shall not be further compensated by the District.”

- 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.

DISTRICT:
INCLINE VILLAGE GENERAL
IMPROVEMENT DISTRICT
Agreed to:

CONSULTANT:
RUBINBROWN, LLP
Agreed to:

 Bobby Magee, District General Manager

By: _____
Signature of Authorized Agent

Date

Print or Type Name and Title

Date

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

Reviewed as to Form:

 Sergio Rudin
 District Legal Counsel

Date

MEMORANDUM

TO: Board of Trustees

FROM: Bobby Magee
District General Manager

SUBJECT: Review, Discuss and Approve a Donation in an Amount “Not to Exceed” \$110,000 from Michael Gross for the Construction of a Veteran’s Memorial on District Property and Direct Staff to Formalize a Written Agreement.

DATE: May 8, 2024

I. RECOMMENDATION

1. Accept a donation from Michael Gross in the amount of “Not to Exceed” \$110,000 for the construction of a Veteran’s Memorial on District Property to be located at the Village Green; and,
2. Direct staff to formalize a written agreement to accept the donation; and
3. Direct staff to revise Policy and Procedure 138, Resolution 1849 for Board approval and adoption.

II. BACKGROUND

Community member Michael Gross, with community support, has come forward to offer a donation of “Not to Exceed” \$110,000 for the construction of a Veterans Memorial on District property, to be located at the Village Green. The District has a policy and procedure, referenced above, that guides Staff on acceptance on dedication of facilities and of donations. Staff is recommending in this instance, to override this policy and procedure and resolution and have the District accept the donation directly and formalize a written agreement for the construction of the memorial by the District.

A large percentage of America’s towns and cities have some form of memorial to Veterans and/or wars. These memorials are typically located within a town square or village green, while many are located near government buildings or the government center. The memorials are intended to bring a sense of community and shared remembrance and appreciation for those who sacrificed in service to their country or for those who lost their lives in this service. As a result, these

memorials become a community gathering point during National Holidays and ceremonies. There currently is no memorial site in Incline Village.

The recommendation for the placement of the Veterans Memorial is at the northern end of the Village Green, along Incline Way and across the street from the Recreation Center. As the memorial is intended to be a gathering place for events and ceremonies, it is important that it be placed in a space that is level, with walkable surfaces to accommodate a number of people of various ages and abilities who would be attending. From a staff perspective, the proposed space is appropriate as it meets the requirements of a gathering place and will also become a focal point for the Village Green area.

The initial estimate for construction of the project as outlined in the proposal was a higher amount. However, as a result of discussions with Michael Gross, the project is no longer recommending that electrical be added, and as a result, the recommendation is for a donation of a “not to exceed” amount of \$110,000, with the donation to cover costs of actual expenses up to and including that number.

With Board approval of acceptance of the project, staff will work on an agreement between the District and Michael Gross to finalize the details for the project to move forward. Staff is also recommending that the Board override Policy and Procedure 138, Resolution 1849, and direct staff to bring back a revised Policy and Procedure for Board approval.

Michael Gross will be in attendance at the Board meeting to discuss the proposal and donation and to answer questions.

III. FINANCIAL IMPACT AND BUDGET

The donation is in the amount of up to \$110,000 towards the estimated cost on fabrication and installation of \$110,000. Any additional costs and responsibilities will be finalized in a written agreement between the District and Michael Gross.

IV. ALTERNATIVES

1. Decline the donation and construct the memorial using District funds.
2. Accept the donation and follow Policy and Procedure 138, Resolution 1849, and construct the memorial.
4. Decline the donation and do not move forward with the project.

V. ATTACHMENTS

1. Policy and Procedure 138, Resolution 1849
2. Project Power Point
3. Project narrative
4. Parcel overview: APN: 127-010-07



POLICY AND PROCEDURE RESOLUTION NO. 138
Resolution No. 1849

NAMING/DEDICATION OF IVGID FACILITIES AND ACKNOWLEDGING IMPORTANT
LOCAL PERSONS, EVENTS, OR HISTORY

F. POLICY AND PROCEDURE FOR ALL OTHER FORMS OF COMMEMORATION
AND/OR RECOGNITION

1. A description of the alternative form of commemoration and/or recognition shall be submitted and drawings or similar provided to convey a full understanding of the proposed concept.
2. A detailed resume and justification, including background, description of preferred name, and historical information as to the relevance and benefit to the District and/or local area, as well as which category of this policy and procedure that the request is made under, must be submitted, in writing, to the District General Manager or his designee at least thirty (30) days prior to the next scheduled Board of Trustees meeting however it is preferably that it is done sixty (60) days in advance. The Board of Trustees meets on the last Wednesday of each month unless their meeting is rescheduled by the Board of Trustees during a previous meeting.
3. Once the review is completed by the General Manager and the request is scheduled for a particular Board of Trustees meeting, that meeting will be noticed as a public meeting, and two public meetings will be held to consider the dedication.
4. The request must be adopted by the Board of Trustees in the form of a resolution.

This Policy Resolution No. 138, Resolution No. 1849 supersedes any and all existing documents specifically Policy Resolution No. 125, Resolution No. 1599.

I hereby certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted at a regularly held meeting of the Board of Trustees of the Incline Village General Improvement District on the 28th day of September, 2016, by the following vote:

AYES, and in favor thereof, Trustees: Matthew Dent, Jim Hammerel, Phil Horan, Kendra Wong, and Tim Callicrate

NOES, Trustees: None

ABSENT, Trustees: None

Tim Callicrate
Secretary
IVGID Board of Trustees



**POLICY AND PROCEDURE RESOLUTION NO. 138
Resolution No. 1849**

**NAMING/DEDICATION OF IVGID FACILITIES AND ACKNOWLEDGING IMPORTANT
LOCAL PERSONS, EVENTS, OR HISTORY**

WHEREAS, the Incline Village General Improvement District (IVGID) receives requests from its citizens to name and/or dedicate facilities and/or place plaques, markers, or other items indicating acknowledgement, tribute, or remembrance which will be long-term symbols for all to see; and

WHEREAS, IVGID has entered into a Memorandum of Understanding with the Incline-Tahoe Parks and Recreation Vision Foundation, Inc. (the Foundation) who (A) wishes to support IVGID's Community Services Fund and has the opportunity to accomplish more than public funding allows, (B) the private nature of the Foundation also provides the added advantage of dedicated donor services, (C) IVGID wishes to benefit from the fundraising activities of the Foundation, and (D) promote a positive relationship with their Staff, Board of Directors and volunteers; and

WHEREAS, it is necessary to establish policies and procedures governing these activities that may take place at IVGID's facilities to guide staff in administering a consistent policy throughout IVGID; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT, that it hereby adopts the following policies and procedures.

A. POLICY AND PROCEDURE APPLICABLE TO ALL ACTIVITIES

1. A detailed resume and justification, including background, and any historical information as to the relevance and benefit to the District or local area shall be submitted. Names submitted for individual (living or dead) should be those who have contributed greatly to the community and shall be in accordance with NRS 338.200 which reads as follows:

***NRS 338.200 Prohibition against naming public building or structure after current member of governing body. No public building or other public structure, other than a street or road, may be named after a person who is at the time a member of the governing body which has jurisdiction or control over the building or structure or which is responsible for it.
(Added to NRS by 1981, 1337)***



**POLICY AND PROCEDURE RESOLUTION NO. 138
Resolution No. 1849**

**NAMING/DEDICATION OF IVGID FACILITIES AND ACKNOWLEDGING IMPORTANT
LOCAL PERSONS, EVENTS, OR HISTORY**

2. Funding, if applicable, shall be done solely through the Incline-Tahoe Parks and Recreation Vision Foundation, Inc. with approval by IVGID as to the suitable location and/or facility.
3. All requests shall be consistent with the Values, Mission, Goals, and Strategic Plans of the Incline Village General Improvement District.
4. All requests shall be consistent with District design practices, fit within the existing context, and require no special maintenance or long-term replacement costs.
5. The District shall not be responsible for the repair or replacement of donated items and reserves the right to remove at a later date should it become necessary for District operations.
6. All requests, if possible, should have geographic, topographic, historical, or individual significance, generally recognized and known throughout the area and where consideration involves geographical, topographical, or historical connotations, help should be solicited from historical societies, or other groups or entities having knowledge of the area.
7. All existing and in situs markers, placards, monuments, acknowledgements and memorials within the District are deemed to be approved and the District shall not be responsible for the repair or replacement of these items, and reserves the right to remove at a later date should it become necessary for District operations.
8. While the District reserves the right to remove at a later date should it become necessary for District operations, all requests should be reviewed within the context of a long-term improvement on IVGID lands.
9. All requests will be reviewed with any known family members, and their concurrence or objection shall be considered in the approval process. Only one request per individual will be considered for placement/installation.
10. Any requests in memorial of an individual will not be considered earlier than one year from their passing in an effort to respect the grieving period of the family members and community.

B. POLICY AND PROCEDURE FOR ROTARY BENCHES

1. Incline Village General Improvement District (IVGID) has enjoyed a long and respectful relationship with the Rotary Club and has been able to work successfully with them to enhance our community through their bench program. It is the desire of both parties to continue this relationship and document how the process works. Below are the steps for the process of requesting a bench through the Rotary Club:



**POLICY AND PROCEDURE RESOLUTION NO. 138
Resolution No. 1849**

**NAMING/DEDICATION OF IVGID FACILITIES AND ACKNOWLEDGING IMPORTANT
LOCAL PERSONS, EVENTS, OR HISTORY**

- a. Contact IVGID or the Rotary Club
- b. Submit application and pay applicable fees to Rotary
- c. Rotary coordinates with IVGID to determine site availability and need
- d. Installation shall be coordinated with IVGID based on weather, site conditions, and available staff.

**C. POLICY AND PROCEDURE FOR BRASS/BRASS-LIKE PLACARDS AT CRYSTAL
RIDGE AT DIAMOND PEAK**

1. Incline Village General Improvement District (IVGID) has a long tradition of honoring skiers who have played a significant role at Diamond Peak Ski Resort and who have passed, by placing a small brass/brass-like placard on a rock located near Crystal Ridge. These placards have been placed at the request of the family and done at no cost to the requester. It is the desire to continue this practice. Below are the steps for the process of requesting a small brass/brass-like placard through the Diamond Peak Ski Resort General Manager:
 - a. Send an e-mail or contact the Diamond Peak General Manager with a detailed resume and justification at least thirty (30) days prior to the next scheduled Board of Trustee meeting, however sixty (60) days is preferable for full consideration.
 - b. Once the review is completed by the Diamond Peak General Manager and that placard is scheduled for a particular Board of Trustees meeting, Staff will place an advertisement, no smaller than one quarter of the page, in the display section of the local newspaper to make the public aware of this potential recognition.
 - c. The General Business item will be placed on the Board of Trustees agenda at the start of the meeting with a detailed agenda description. This item will be open to public comment by anyone desiring to comment on the item and that public comment will be governed by the public comment instructions on said agenda.
 - d. Placement of a placard must be adopted by the Board of Trustees in the form of a resolution.

D. POLICY AND PROCEDURE FOR PLACARDS OF HISTORICAL MERIT

1. A detailed resume and justification, including background, description of preferred placard as to the relevance and benefit to the District and/or local area, as well as which category of this policy and procedure that the request is made under, must be submitted, in writing, to the District General Manager or his designee at least thirty (30) days prior to the next scheduled Board of Trustees meeting however it is preferably that



**POLICY AND PROCEDURE RESOLUTION NO. 138
Resolution No. 1849**

**NAMING/DEDICATION OF IVGID FACILITIES AND ACKNOWLEDGING IMPORTANT
LOCAL PERSONS, EVENTS, OR HISTORY**

it is done sixty (60) days in advance. The Board of Trustees meets on the last Wednesday of each month unless their meeting is rescheduled by the Board of Trustees during a previous meeting.

2. Once the review is completed by the General Manager and that placard is scheduled for a particular Board of Trustees meeting, Staff will place an advertisement, no smaller than one quarter of the page, in the display section of the local newspaper to make the public aware of this potential recognition.
3. The General Business item will be placed on the Board of Trustees agenda at the start of the meeting with a detailed agenda description. This item will be open to public comment by anyone desiring to comment on the item and that public comment will be governed by the public comment instructions on said agenda.
4. Placement of a placard of historical merit must be adopted by the Board of Trustees in the form of a resolution.

E. POLICY AND PROCEDURE FOR NAMING OF IVGID FACILITIES

1. Currently, Incline Village General Improvement District (IVGID) has two of its facilities, Anne Vorderbruggen Administration Building and Preston Field, named for community members who contributed significantly to the District. In order to have a facility named the following process will be followed:
 - a. A detailed resume and justification, including background, description of preferred name, and historical information as to the relevance and benefit to the District and/or local area, as well as which category of this policy and procedure that the request is made under, must be submitted, in writing, to the District General Manager or his designee at least thirty (30) days prior to the next scheduled Board of Trustees meeting however it is preferably that it is done sixty (60) days in advance. The Board of Trustees meets on the last Wednesday of each month unless their meeting is rescheduled by the Board of Trustees during a previous meeting.
 - b. Once the review is completed by the General Manager and that request for naming is scheduled for a particular Board of Trustees meeting, that meeting will be noticed as a public meeting, and **two** public meetings will be held to consider the dedication.
 - c. The decision to name an IVGID facility must be adopted by the Board of Trustees in the form of a resolution.

Policy and Procedure Resolution No. 138
Resolution No. 1849
Checklists

All Activities

	YES	NO
Detailed resume attached		
Detailed justification attached		
Background included		
Historical Information included		
List contributions to the community		
1.		
2.		
3.		
4.		
5.		
In accordance with NRS 338.200 (naming Public Infrastructure)		
Funding arranged through Incline Tahoe Foundation		
Consistent with current IVGID's Values, Mission, Goals and Strategic Plan		
Consistent with IVGID's design practices		
Does this request have geographic, topographic, historical, or individual significance? If yes, which one.		
Has this request been reviewed with family members?		
Does this request have the concurrence of family members?		
Has this request been made at least one year after the person's passing?		

Brass/Brass-Like Placards at Crystal Ridge at Diamond Peak Ski Resort

	YES	NO
Detailed resume attached		
Detailed justification attached		
Reviewed by Diamond Peak Ski Resort General Manager		
Scheduled for a Board of Trustees meeting - Date: _____ . All materials submitted to District Clerk for inclusion into the designated Board packet.		
Advertisement placed in the newspaper as a display ad - Date: _____		
Agenda Item placed at the beginning of the scheduled Board of Trustees meeting		
Resolution No. ____ prepared and included in the Board packet		

Policy and Procedure Resolution No. 138
Resolution No. 1849
Checklists

Placards of Historical Merit

	YES	NO
Detailed resume attached		
Detailed justification attached		
Category of the policy and procedure that this request is made under		
Submitted to District General Manager or his designee at least thirty (30) days prior to the next Board of Trustees meeting		
Reviewed by District General Manager complete		
Scheduled for a Board of Trustees meeting - Date: _____ . All materials submitted to District Clerk for inclusion into the designated Board packet.		
Advertisement placed in the newspaper as a display ad - Date: _____		
Agenda Item placed at the beginning of the scheduled Board of Trustees meeting including allowing specific Public Comment on the Agenda Item		
Resolution No. ____ prepared and included in the Board packet		

Naming of IVGID Facilities

	YES	NO
Detailed resume attached		
Detailed justification attached		
Background included		
Historical Information included		
List contributions to the community		
1.		
2.		
3.		
4.		
5.		
Submitted to District General Manager or his designee at least thirty (30) days prior to the next Board of Trustees meeting		
Reviewed by District General Manager complete		
Scheduled for two Board of Trustees meetings - Dates: _____ . All materials submitted to District Clerk for inclusion into the appropriate Board packets.		
Advertisement placed in the newspaper as a display ad - Date: _____		
Agenda Item placed at the beginning of the scheduled Board of Trustees meeting including allowing specific Public Comment on the Agenda Item		

Policy and Procedure Resolution No. 138
 Resolution No. 1849
 Checklists

Resolution No. ____ prepared and included in the Board packet		
---	--	--

All Other Forms of Commemoration and/or Recognition

	YES	NO
Description of alternative form of commemoration and/or recognition submitted including drawings so as to convey a full understanding of the proposed concept		
Detailed resume attached		
Detailed justification attached		
Background included		
Historical Information included		
List contributions to the community		
1.		
2.		
3.		
4.		
5.		
Submitted to District General Manager or his designee at least thirty (30) days prior to the next Board of Trustees meeting		
Reviewed by District General Manager complete		
Scheduled for two Board of Trustees meetings - Dates: _____ All materials submitted to District Clerk for inclusion into the appropriate Board packets.		
Advertisement placed in the newspaper as a display ad - Date: _____		
Agenda Item placed at the beginning of the scheduled Board of Trustees meeting including allowing specific Public Comment on the Agenda Item		
Resolution No. ____ prepared and included in the Board packet		

Checklist completed by: _____ Date: _____

Proposed
War Memorial
For Incline Village

Michael Gross

775-548-6008

mdgross5@aol.com

Proposed War Memorial

Objectives for Today's Briefing:

- Need for A War Memorial in Incline Village
- Proposed Memorial Site
- Review The Proposed Monument Design & Inscription
- Hear The "Voice" Of Our Community (i.e., Veterans, etc)
 - Questions
 - Feedback
 - Design Evaluation

Benefit to Our Incline Village Community

Background:

- A large percentage of America's towns & cities have some form of a War Memorial.
- Each bring a greater sense of community and a shared remembrance of those who sacrificed their lives for our country.
- Incline Village is decentralized, there is no formal town center.
- There is no Memorial site in Incline Village.

Benefits:

- The Monument will bring a greater focus to the Village Green.
- It will become a community gathering point during National Holidays (Memorial Day, July 4th, Veterans Day), Flag Retirement, local parades, and other Public Service events.
- The Monument will be an easily recognizable Incline Village landmark and a focal-point of community pride.
- It helps to provide a greater sense of "village" in Incline Village.

Current War Memorial “Proponents”

Team:

- Team Lead – Michael Gross (Mdgross5@aol.com; 775-548-6008)
- James Clark
- Richard Mehl
- Lettie Miller
- Jeffry Poindexter

Proponents:

- Military Officers Association of America – James Clark
- Veteran’s Club – Damian Smith
- Village Realtor’s Association– Denise Bremer
- Chase Rauchle PTST NOW – Julie and Craig Rauchle
- Rotary Club (AM) – Mike McCallum
- Rotary Club (PM) – Pam Murphy
- Tahoe Business Exchange – Jeff Poindexter

Philanthropic Partnerships:

- Parasol Tahoe Community Foundation – Claudia Anderson
- Incline-Tahoe Foundation – Delores Holets
- Incline Village Crystal Bay Community & Business Association – Linda Offerdahl

Recommended Location (North End of Village Green along Incline Way)



Recommended War Memorial Location

The Best Identified Site Location Is At The Norther End Of The Village Green, Along Incline Way:

Access – Readily accessible by non-IV residents, with stairs/walkway for color guard & handicap

- There are two 5 foot wide (2.5 foot high) stairways at each side of the retaining wall
- Gravel walkways at the tree-line borders running along the length of the Village Green,
- The ground from the street is a gentle grassy slope, with easy roadside access to the site.

Visibility –

- The Monument's proposed location is approximately 30 feet off the south side of Incline Way.
- It is large (10 feet high) and can be readily seen from the Road. (Also South facing)
- The proposed location is also along the July 4th holiday parade route and a destination point.

Parking – Sufficient and closely located Parking Area.

- Parking at the Tennis/Recreation Center and Aspen Grove parking lots (each end of the Green).

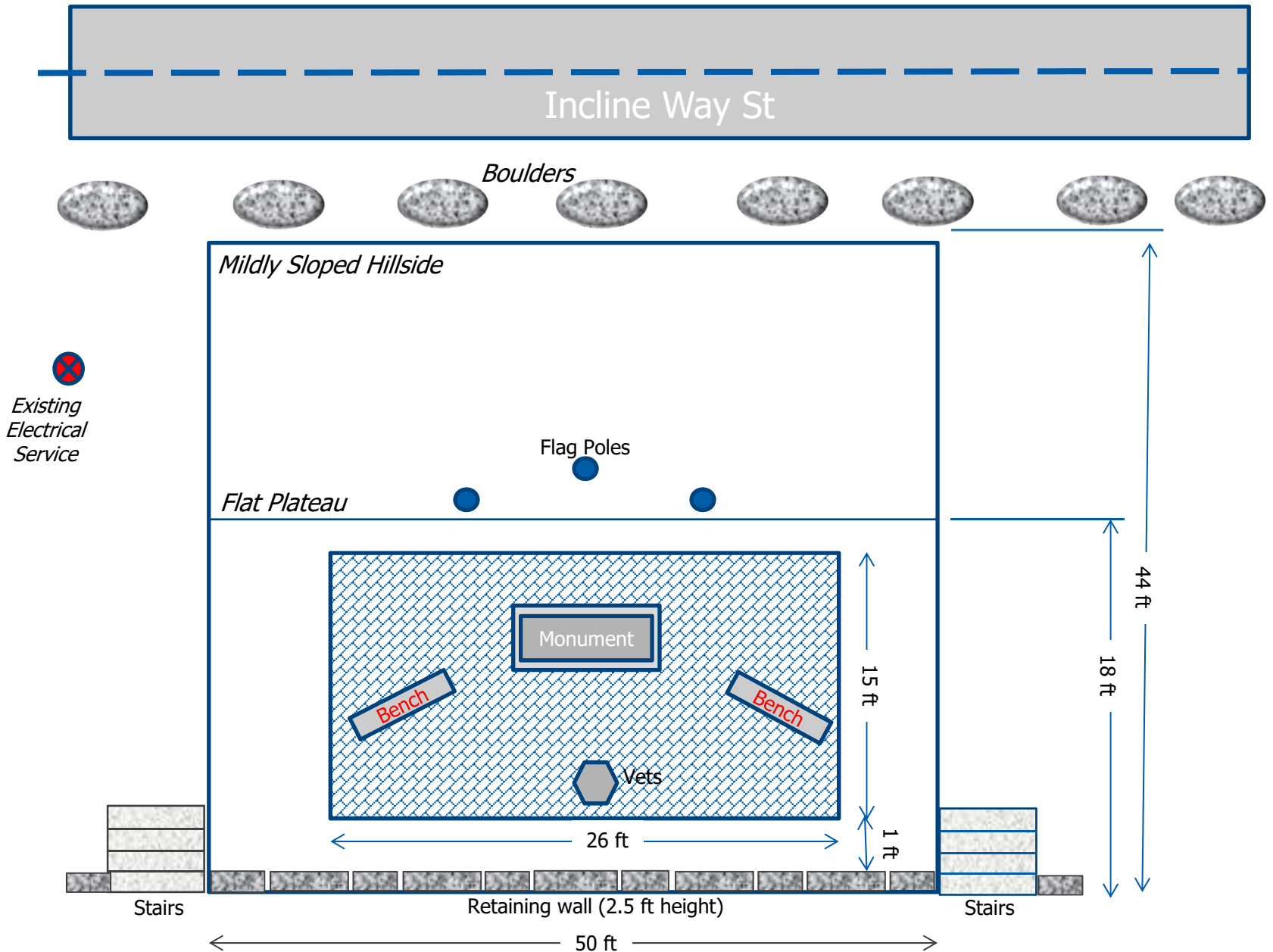
Public Address – Raised platform above viewing audience.

- Supports large audience size
- Provides an excellent location to hold a memorial ceremony, a color guard, or speakers.

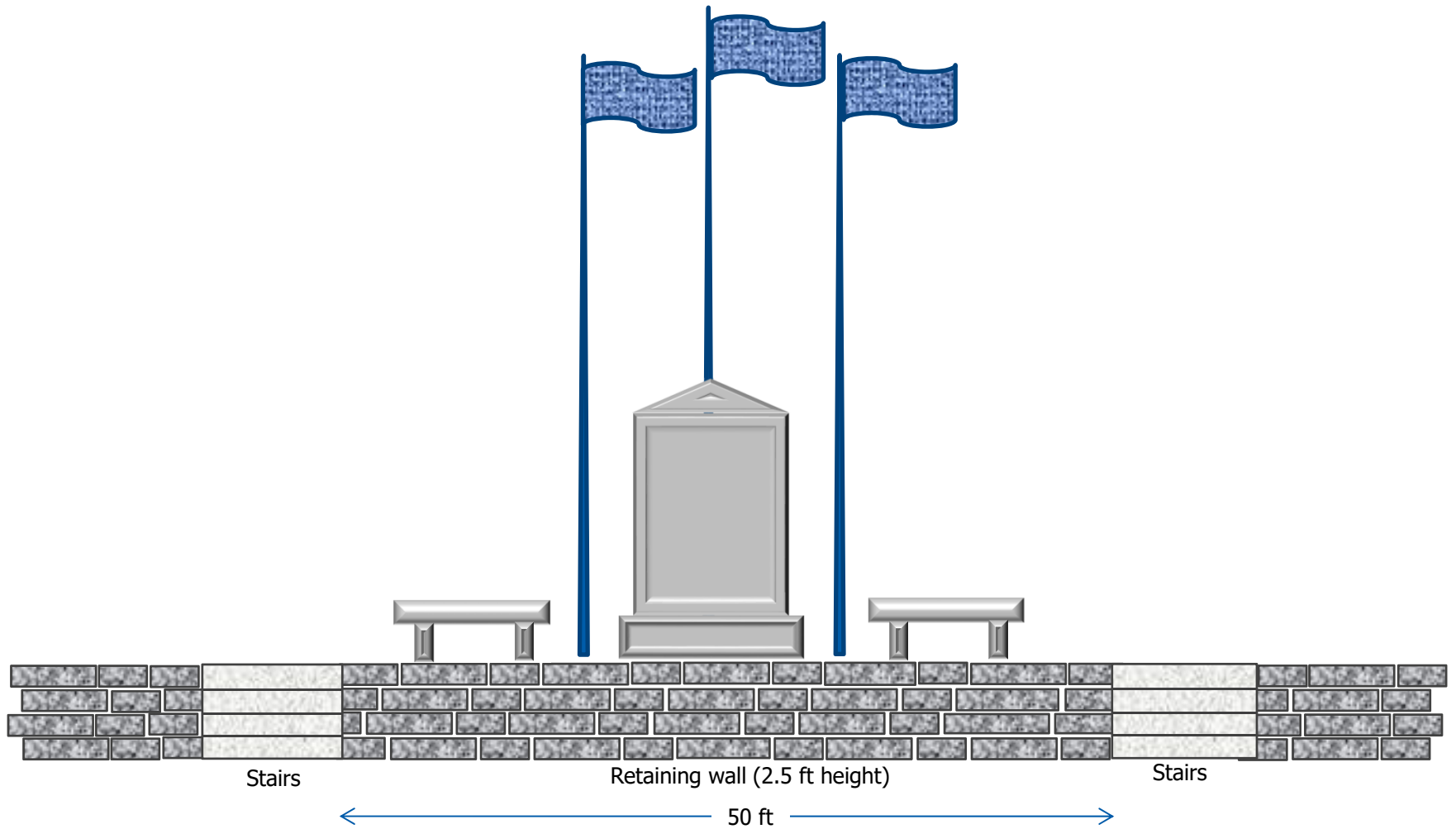
Utilities – Electrical Service nearby.

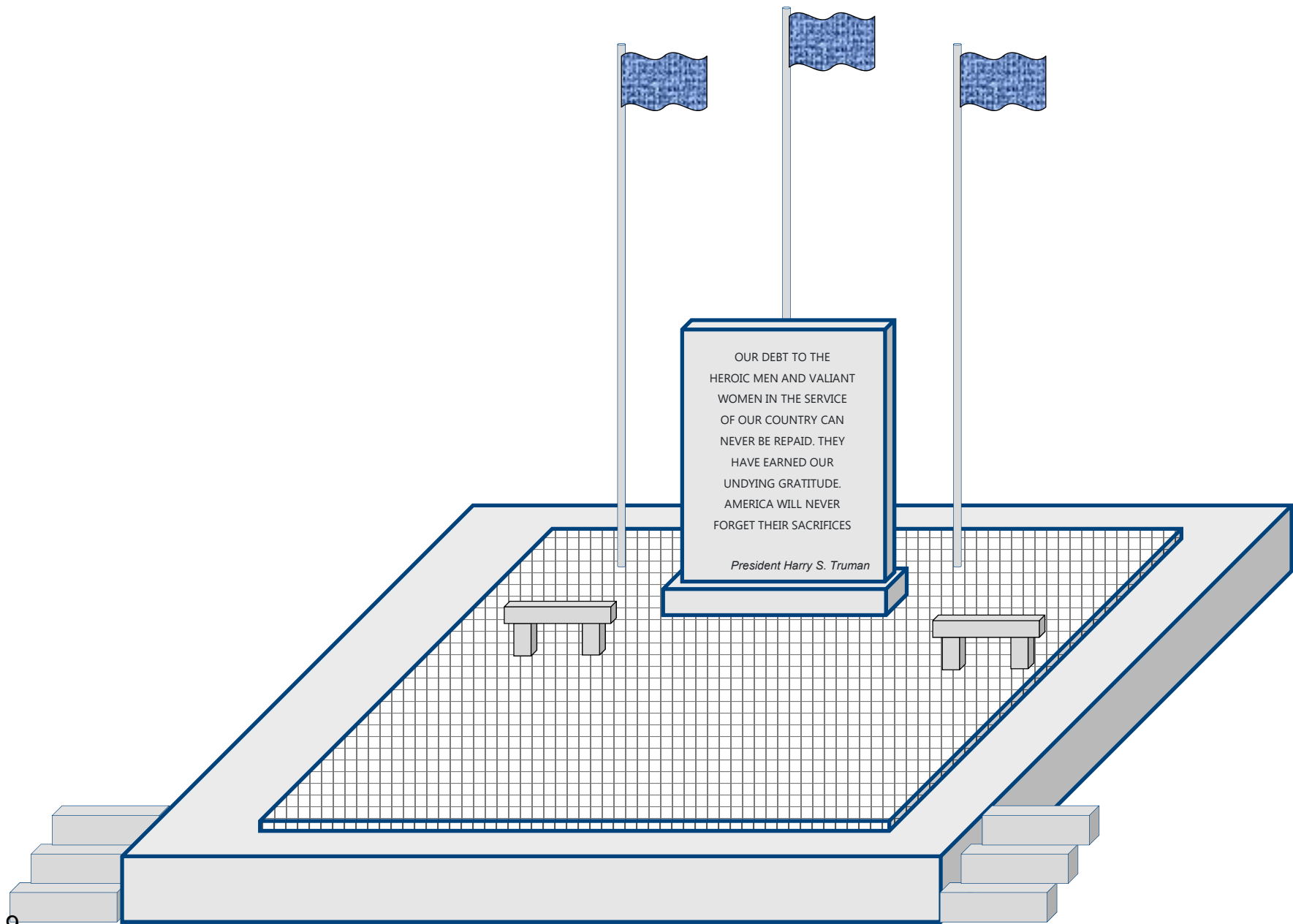
- There is an existing IVGID Parks & Recreation electrical subpanel (metered) 50 feet away.
- It could be assessed to provide electrical power for public address equipment, lighting, etc.

Proposed Layout - Top Down view

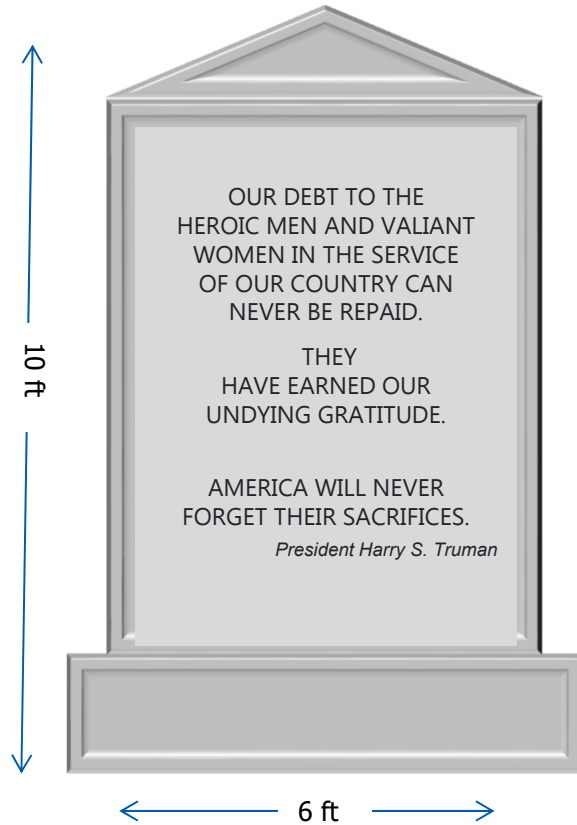


Proposed Layout – Front view





Specified Candidate Monument Shape



- Monument – 6 x 10 x 3 ft
 - Headstone 5 x 9 x 1.5 ft
 - Base – 1 x 3 x 3 ft
- Obelisk – 4 ft height
- Benches (two) – 5 x 1.5 ft
- Deck – granite cobblestone – 15 x 26 ft
- Flag Poles - 3



Candidate Markings & Quotations (Front & Back)



OUR DEBT TO THE
HEROIC MEN AND VALIANT
WOMEN IN THE SERVICE
OF OUR COUNTRY CAN
NEVER BE REPAYED.

THEY
HAVE EARNED OUR
UNDYING GRATITUDE.

AMERICA WILL NEVER
FORGET THEIR SACRIFICES.

President Harry S. Truman.



HERE WE MARK THE PRICE
OF FREEDOM

Candidate War Memorial Design and Inscription



Candidate Veterans Memorial Design



Candidate Granite Cobblestone Plaza

(Note: No Grout, Will Use Sand In Joints For Permeability)



We Need To Hear The “Voice” Of Our Veteran Community

Lettie Miller Is Forming A Small Team:

- Review Initial Monument Design And Inscription
- Internet Search Of Alternatives
- Propose Improvements & Changes *
- Any Comments or Questions ??

* Note: if the current design is “perfect” , that’s ok too

We Need Broad Incline Village Community Support

Incline Village Memorial Plaza Proposal
(Per IVGID Policy and Procedure Resolution No. 138)

Participants (Resume)

Team

- a. Team Lead – Michael Gross (Mdgross5@aol.com; 775-548-6008)
- b. James Clark
- c. Richard Mehl
- d. Lettie Miller
- e. Jeffry Poindexter

Proponent Endorsements

- a. President, MOAA – James Clark
- b. President, Veteran’s Club – Damian Smith
- c. President, Incline Village Realtor’s – Denise Bremer
- d. President, Chase Rauchle PTST NOW – Julie and Craig Rauchle
- e. President, Rotary Club (AM) – Mike McCallum
- f. President, Rotary Club (PM) – Pam Murphy
- g. President, Incliners – Matthew Kuckuck
- h. POC, Tahoe Business Exchange – Jeff Poindexter

Philanthropic Partnerships

- a. CEO, Parasol Tahoe Community Foundation – Claudia Anderson
- b. President, Incline-Tahoe Foundation – Dolores Holets

Justification

Background – A large percentage of America’s towns and cities have some form of a War Memorial. They are typically located within a town square or a village green, while some are near government office buildings. Each bring a greater sense of community and a shared remembrance of those who sacrificed their lives for our country. War Memorial’s typically become a community gathering point during National Holidays (Memorial Day, July 4th, Veterans Day), Flag Retirement Ceremonies, Parades, and other Public Service events.

Relevance – There is no Memorial site in Incline Village. The 2023 Memorial Day service was held at Burnt Cedar Beach. The 2023 Flag Retirement Ceremony was held at the Village Green. The consideration of Incline Village resident’s health & welfare is clearly within the Board commitments made within the *IVGID Values, Mission, Goals, and Strategic Plan*.

Benefit to the District – Incline Village is decentralized, there is no town center. The Monument will bring a greater focus to the Village Green. It will become a community gathering point during National Holidays (Memorial Day, July 4th, Veterans Day), local parades, and other Public Service events. The Monument will be an easily recognizable Incline Village landmark and a focal-point of community pride.

Funding – Funding will be provided to the Parks and Recreation Vision Foundation (Incline-Tahoe Foundation), through the Parasol Tahoe Community Foundation. The Incline-Tahoe Foundation will be fully compliant with existing IVGID practices and procedures, as detailed in the Parasol Tahoe Community Foundation Grant Agreement. All required funding will be through Community Donation. The Estimated total cost fabrication and installation is approximately \$112K. Initial budgetary estimates from two monument fabricators and local IV contractors are as follows:

- Monument - \$65K
- Flagpoles (3) - \$6K
- Plaza (granite cobblestone) -\$22K
- Electrical - \$9K
- Reserve - \$10K

IVGID Values, Mission, Goals, and Strategic Plan – This proposed Monument fully satisfies IVGID’s Vision, “*With passion for quality of life and our environment, Incline Village General Improvement District will enhance the reputation of our community as an exceptional place to live, work, invest, and play*”. It helps to provide a greater sense of “village” in Incline Village.

District Design Practices – The Proposed Project will comply with all relevant elements of the, *Incline Village Construction Guidelines By the Board of Trustees, October 24, 2015*.

Special Maintenance – The Monument and cobblestone plaza are fabricated with grey granite, a very durable material, which is relatively insensitive to all outdoor environments/conditions. No maintenance is expected.

The granite cobblestone will be installed flush with the ground so that the existing IVGID Maintenance’s grass cutting/trimming responsibilities at the Village Green Site will be unencumbered.

The 3 flag poles are made of commercial grade aluminum, which is corrosive resistant. Furthermore, the Flag-pole’s Halyard, will be tamper resistant (wire center rope) and anti-theft locked. Periodic replacement of weathered/frayed flags will be required.

Replacement Cost – The proposed War memorial is a very large, immovable (approximately 12,000 lbs.) granite monument, situated within a granite cobblestone plaza. It is expected that this Monument will remain intact in its place for many years. No replacement cost is anticipated.

Description

Location – We are proposing to place the War Memorial on Incline Village General Improvement District (IVGID) land. The best identified site location is at the northern end of the Village Green, along Incline Way and across the street from the Recreation Center. See Figure A for photographs of the proposed area. This proposed location best meets all of the recommended criteria:

Access – Site is readily accessible by non-IV residents, with stairs/walkway for color guard & handicap access. This is a non-deed restricted area. There are two 5 foot wide (2.5 foot high) stairways at each side of the retaining wall and gravel walkways at the tree-line borders running along the length of the Village Green, up to the Incline Way road. The ground from the street is a gentle grassy slope, with easy roadside access to the site.

Visibility – The Monument's proposed location is approximately 30 feet off the south side of Incline Way. It is large (10 feet high) and can be readily seen from the Road. The proposed location is also along the July 4th holiday parade route and could easily be a destination point along the procession.

Parking – Sufficient and closely located Parking Area. There are two closely located, existing parking at the Tennis/Recreation Center and Aspen Grove parking lots (located at each end of the Village Green).

Public Address – Raised platform above viewing audience. The raised elevation (2.5 feet height) of the retaining wall provides an excellent location to hold a memorial ceremony, a color guard, or speakers with excellent viewing from an audience.

Utilities – Electrical Service nearby. There is an existing IVGID Parks and Recreation electrical subpanel (with meter) approximately 50 feet away. It could be assessed to provide electrical power for public address equipment, lighting, etc.

Layout – The proposed layout exploits the existing topology of the Village Green site. There is an existing 2.5 foot stone retaining Wall, with a flat plateau area and a gently sloping rise to the street level. The total area is approximately 150 feet wide by 44 feet deep. As shown in Figures B & C, the proposed plaza is centered between the two stairways and covers a 36 foot wide by 12 foot depth. Since the area is flat, no additional grading of the area is required, beyond placing base material (sand) below the installed cobblestone.

The layout is centered by a War Memorial, with two granite benches on either side of the Monument. An optional Veterans Monument is also considered in the layout.

There is an existing IVGID Parks and Recreation electrical subpanel (with meter) approximately 50 feet away. Electrical extension cords could be used to provide power to the site. Or a new line can be easily added to the breaker box, with trenching and outdoor electrical pipe/wire laid to a weather-proof receptacle and lighting at the Monument Plaza.

The raised elevation of the retaining wall also make the plaza an excellent location to host a memorial ceremony, a color guard, or speakers with excellent viewing from an audience 2.5 feet below the memorial “stage”.

Monument Design – The baseline monument design (shown in Figure D) is being evaluated, with proposed recommendations and/or changes coming from our veteran’s community. As shown, it is approximately 6 feet wide, 10 feet tall and 1.5 feet thick. It will be fabricated from Grey Granite. It will be a two piece design; a base pedestal and a vertical monument. The vertical monument will be polished with inscriptions on either one or both sides (TBD). The monument will sit on a concrete base, with steel pins to ensure stability. The baseline inscription is from a President Harry S Truman quote, spoken at a Memorial ceremony, and inscribed at the National World War II Memorial.

Flag Pole Layout – There will be three (3) flag poles located at the memorial site. The flag poles will host American and Nevada States flags, along with the option for other flags (i.e., POW/MIA). The flags will be continuously lit (either by mast-head solar

panels or by powered ground lights). As shown in Figure B, the three flagpoles are orientated in a triangular geometry, centered behind the Monument. The poles will be approximately 25 ft high, with the center US flag pole, approximately 2 feet taller. They will be set in concrete pillars.

Plaza – The plaza surface will be constructed from 4x4x6 inch grey Granite cobblestones (See Figure E). The stones will be laid upon a sand base and the finished surface will be level with the ground. There will be 1 inch gaps between the cobblestones to allow for vegetation growth, to improve water runoff / percolation to the ground below, and minimize any coverage requirements. A concrete base will be laid to provide vertical and lateral support the granite structure.

Specification – The Primary Design Specification is shown below in Figure F. It will be updated, as necessary to reflect design changes, and will be included as part of the Parasol Grant Agreement.

Names – The proposed War Memorial is to be a recognition of our fallen soldiers throughout American History. Beyond a simple inscription commemorating those who have sacrificed their lives across our many unfortunate wars, there will be no individuals named, nor families to be notified and approvals granted.

Figure A. Propose Site Location at the Village Green



Figure B Proposed War Memorial - Top Down Layout

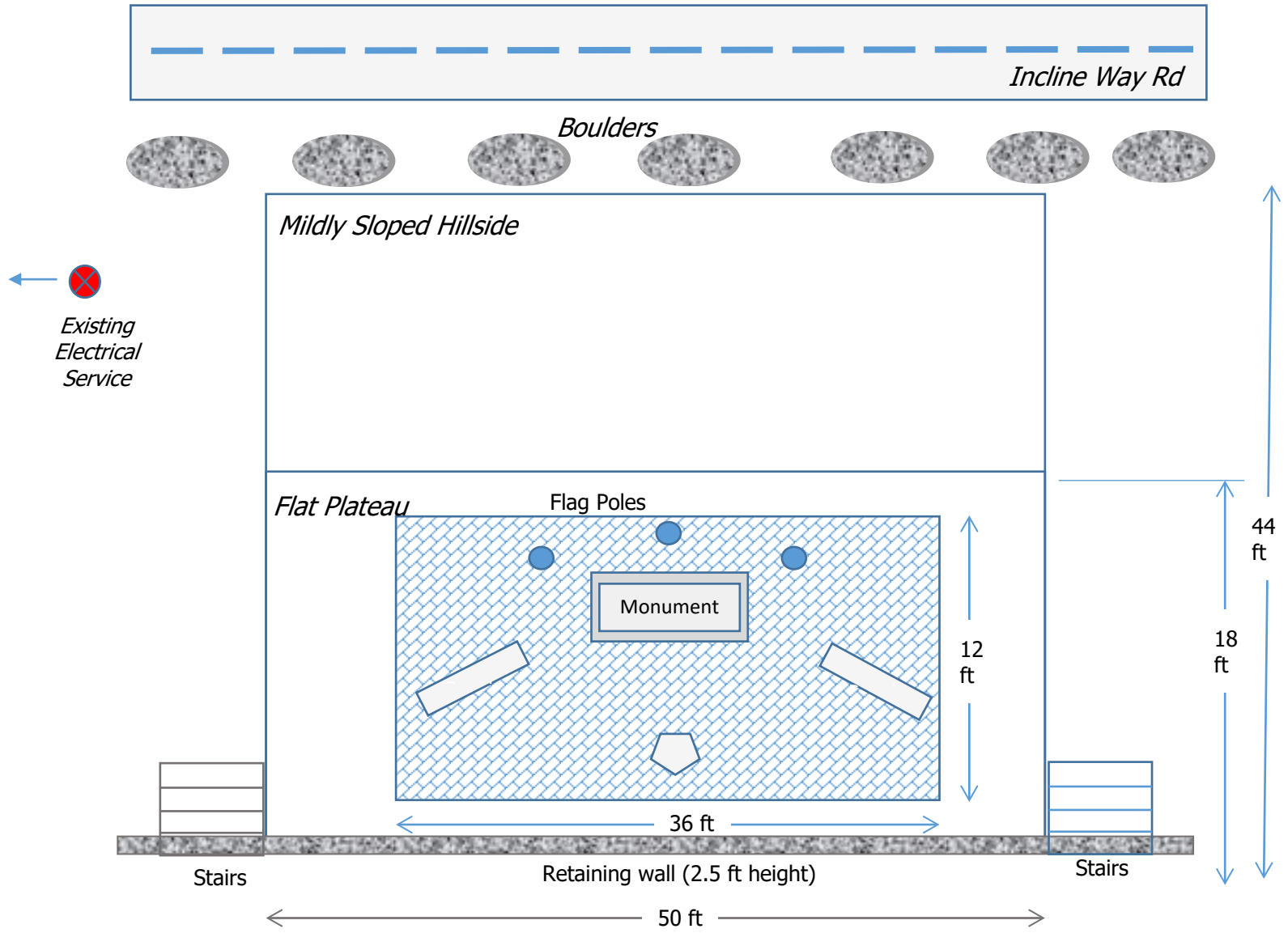


Figure C Proposed Monument - Frontal Layout

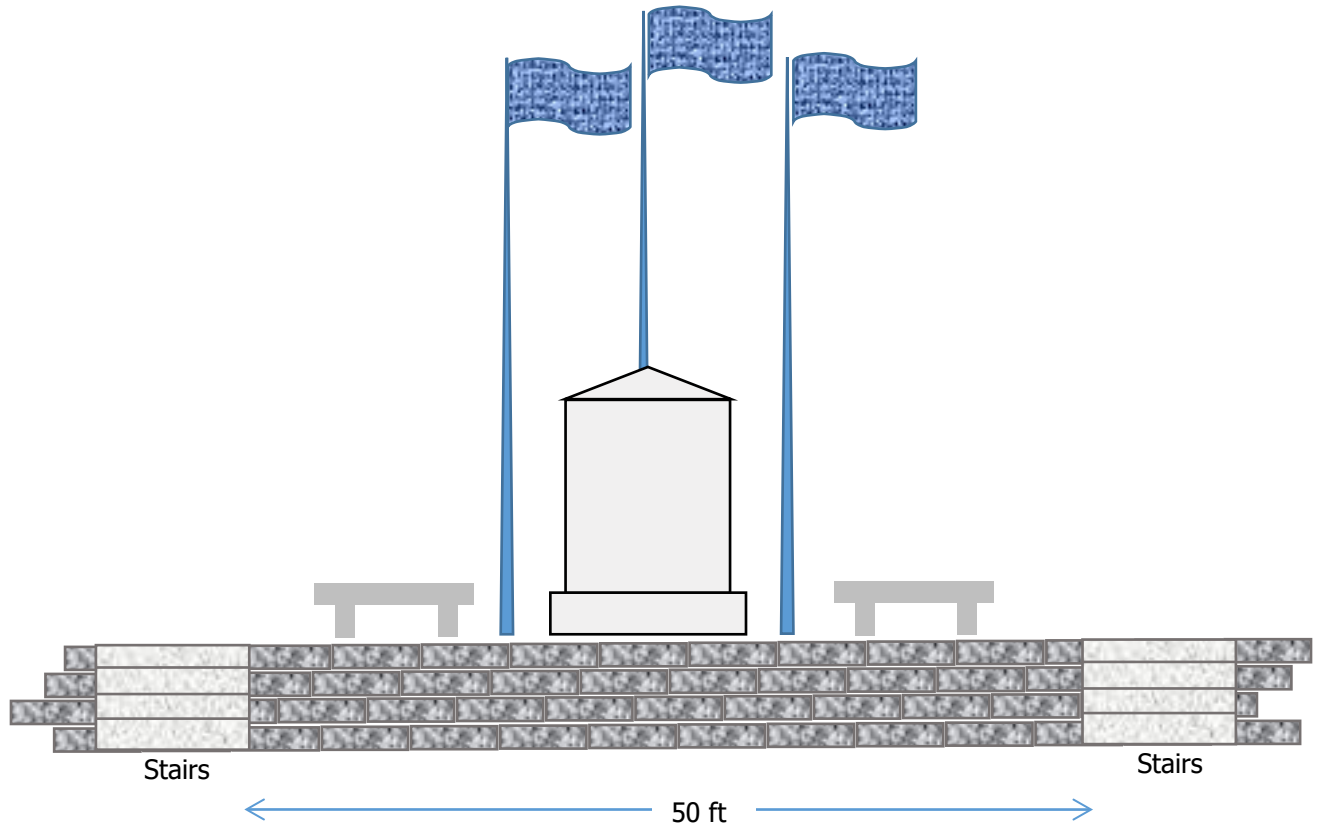


Figure D. Proposed Baseline War Memorial Design





Note:

- Sand Grout Between Stones To Allow For Vegetation And Water Permeability
- Plaza Surface To Be At Ground Level For Maintenance And Foot Traffic Ease.

Figure E. Example Granite Cobblestone Plaza

Figure F. Incline Village War Memorial Specification (Draft)

1.0	Site Location	
1.1	Access	Site is readily accessible by non-IV residents
1.2	Visibility	Readily seen from Road, along holiday parade route
1.3	Parking	Sufficient and closely located Parking Area
1.4	Public Address	Raised platform (2-3 ft) above viewing audience
1.5	Utilities	Electrical Service nearby (PA equipment)
1.6	Layout	Stairs/Walkway for Color Guard & Handicap access
2.0	Pad	
2.1	Material	Granite Paver/Cobblestone, (4x4x6 inch)
2.2	Layout	Figures B & C (~432 feet squared (i.e., 12x36 feet))
2.3	Permeability	TRPA Coverage mitigation
2.4	Growth Potential	Additional Monuments (i.e., VFW, First Responders)
3.0	Monuments	
3.1	Material	Grey Granite
3.2	Monument	Shape - See Figure D
3.2.1		Cap-Stone Dimensions- Width 5 Feet, Height
3.2.2		8 Feet, Thickness 1.5 Feet
3.2.3		Pedestal Dimensions - Width 6 Feet, Height 2 Feet,
3.2.4		Depth 3 Feet
3.2.5		Quotations TBD – Candidate Example in Figure D
3.3	Obelisk (Optional)	Shape - TBD
3.3.1		Dimensions Height 4 Feet, 5 sided (pentagon) Pillar
3.3.2		Veterans Recognition, 5 US Armed Service Badges
4.0	Benches	
4.1	Material	Grey Granite or reuse existing benches
4.2	Number	2
4.3	Layout	Slab Stone bench, with 2 supporting Pedestals
4.4	Dimensions	1.5 x 5 feet squared
5.0	Flag Poles	
5.1	Number	3 (USA, Nevada, Other (POW/MIA, etc))
5.2	Material	Commercial Grade/Gage Aluminum
5.3	Height	>25 feet (Center (USA) pole higher)
5.4	Anti-tamper	Lockable Halyard to prevent flag theft, steel-core rope
5.5	Lighting	Flags to be Illuminated at night
6.0	Electrical	
6.1	Voltage	110 Volts
6.2	Current	20 AMP
6.3	Fixtures	Standard GFI outdoor plug, all-weather Flagpole
	Lights	

(<https://www.laketahoeinfo.org/>)

Data Center (<https://www.laketahoeinfo.org/DataCenter>) Request Support (</Help/Support/>)

Log in (<https://www.laketahoeinfo.org/Account/LogOn?returnUrl=https%3a%2f%2fparcels.laketahoeinfo.org%2fParcel%2fDetail%2f127-010-07>)



Parcels, Permits

APN: 127-010-07

[View Parcel Fact Sheet \(https://parcels.laketahoeinfo.org/Parcel/FactSheet/127-010-07\)](https://parcels.laketahoeinfo.org/Parcel/FactSheet/127-010-07)

PARCEL OVERVIEW

Address

960 LAKESHORE BLVD, INCLINE VILLAGE, NV 89451

Jurisdiction

Washoe County, NV (WACO) (<https://www.laketahoeinfo.org/Organization/Detail/25/Overview>)

Parcel Size

782,554 ft² (verified)

Parcel Notes

Verified 82,113 sf total existing coverage (VBOC2010-0711)

Local Plan

Washoe County Tahoe Area Plan (<https://www.laketahoeinfo.org/LocalAndRegionalPlan/Detail/1168>)

Fire District

NORTH LAKE TAHOE FPD

Watershed

Third Creek (<https://www.laketahoeinfo.org/Watershed/Detail/1>)

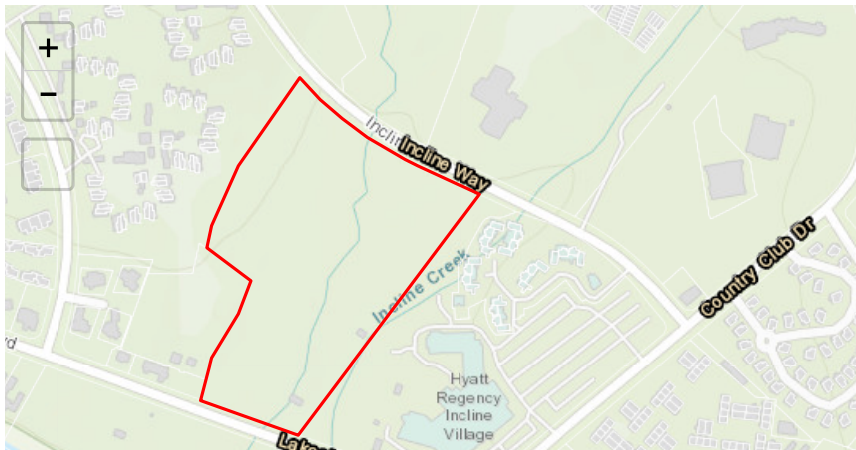
HRA

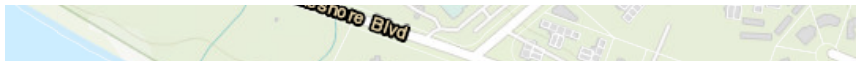
Incline

Retired From Development

No

MAP





BMP COMPLIANCE STATUS

View this Parcel in the BMP Database

[Print Certificate \(http://www.tahoebmp.org/bmptoolkit/printCertificate.asp?ParcelID=12701007\)](http://www.tahoebmp.org/bmptoolkit/printCertificate.asp?ParcelID=12701007)

(<http://www.tahoebmp.org/bmptoolkit/quickReport.asp?ParcelID=12701007>).

BMP Certificate Issued?	Yes
BMP Certificate Issued Date	11/9/2012
BMP Certificate Number	15352
Source Control Certificate Issued?	No
<hr/>	
Area-wide Treatment Participant	No
Special Circumstances	<i>No record of any special circumstances</i>
Infiltration Rate (KSat)	4 in/hr

Learn more at tahoebmp.org (<http://www.tahoebmp.org>)

PHOTOS



No images available.

LAND CAPABILITY

This system tracks each parcel's current Land Capability. Some parcels can have multiple Land Capabilities expressed by more than one Bailey Rating and IPES.

DETERMINATION OVERVIEW

Determination Date	10/28/2010
Estimated or Verified	Verified

Notes

File or Case Number Not available

Site Plan



(/FileResource/DisplayResource/ddb96a6d-5279-4964-8bce-

45df305814c7)

RECORDED LAND CAPABILITIES

BAILEY 6

Area	782,554 ft ²
Base Allowable Coverage	234,766 ft ²
Base Allowable Percent	30%

RECORDED AREA FOR ALL LAND CAPABILITIES

Total Recorded Area	782,554 ft ²
Total Base Allowable Coverage	234,766 ft ²

DEVELOPMENT RIGHTS

BANKED & EXISTING DEVELOPMENT RIGHTS

The Parcel Tracker has no record of banked or existing inventory on this parcel. Please contact TRPA for more information.

LAND COVERAGE EXEMPTIONS

Existing Offsite Coverage	Existing Pervious Coverage	Existing Pervious Deck Coverage	Existing Non-Permanent Structure Coverage	Existing Americans with Disability Act (ADA) Compliance Coverage
Unknown	0 ft ²	0 ft ²	0 ft ²	0 ft ²

DEVELOPMENT RIGHT TRANSACTIONS

View the history of development right transactions for this parcel.

The Parcel Tracker has no record of any Transacted Development Rights on this parcel. Please contact TRPA for more information.

DEED RESTRICTIONS

Please note that this may not be a complete list of all deed restrictions or other restrictions for this parcel. A title report may show further restrictions.

The Parcel Tracker has no record of Deed Restrictions on this parcel.

PARCEL PERMITS

No Permits associated with this Parcel.

TRPA CASES, APPLICATIONS, AND PERMITS

Currently viewing 16 of 16 Records

[Download Table](#)

File Date	File or Case #	Record Type	Description	Status
From: <input type="text"/> To: <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
03/18/2022	TREE2022-0381 (ht	Building/ERS/Permits/Tree Removal		Appro
09/29/2020	TREE2020-1727 (ht	Building/ERS/Permits/Tree Removal		Appro
02/08/2016	LCAP2016-0022 (ht	Building/ERS/Assessments/Soils-Hydro	Soils Hydro investigations for parcels 130-050-02,130-050-03,132-231-18, 132-231-19,	Resul
06/18/2014	TREE2014-0318 (ht	Building/ERS/Permits/Tree Removal	Permit#7956	Proje

08/05/2013	QEXE2013-0602 (h	Building/ERS/Admin/Qualified Exempt	replace restroom. Falls under IVGID MOU	Project
05/09/2011	BMPP2011-0013 (h	Building/BMP/Permit/BMP Retrofit	BMP CERT #15342 ISSUED ON 11/09/2012. THIS APN IS LINKED TO 127-010-07.	Certif
10/22/2010	LCAP2010-0296 (h	Building/ERS/Assessments/Land Cap	LAND CAPABILITY VERIFICATION ASSIGNED TO MELANIE VINCENT. Poor quality origin	Project

CAP DOCUMENTS

Currently viewing 21 of 21 Documents

[Download Table](#)

	Original Filename	Document Name	File or Case #	Category	Description
	(h) APPLICATION.pdf (https://parcels.lake	APPLICATION (https://parcels.laketahoe	LCAP2016-0022 (h	Documents	APPLICATION
	(h) RESULTS LETTER.pdf (https://parcels.la	RESULTS LETTER (https://parcels.laketahoe	LCAP2016-0022 (h	Documents	RESULTS LETTER
	(h) SITE PLAN.pdf (https://parcels.laketahoe	SITE PLAN (https://parcels.laketahoein	LCAP2009-0089 (h	Plans	SITE PLAN
	(h) APPLICATION - RESULTS.pdf (https://p	APPLICATION - RESULTS (https://parce	LCAP2009-0089 (h	Documents	APPLICATION - RESULTS
	(h) SITE PLAN.pdf (https://parcels.laketahoe	SITE PLAN (https://parcels.laketahoein	LCAP2010-0296 (h	Plans	SITE PLAN
	(h) APPLICATION - RESULTS.pdf (https://p	APPLICATION- RESULTS (https://parcel	LCAP2010-0296 (h	Documents	APPLICATION - RESULTS
	(h) FILE DOCUMENTS.pdf (https://parcels.	FILE DOCUMENTS (https://parcels.lake	LCAP2010-0296 (h	Documents	FILE DOCUMENTS

Implementation & Hosting by Environmental Science Associates (<https://esassoc.com/services/technology/>)

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MEMORANDUM

TO: Board of Trustees

FROM: Bobby Magee
District General Manager

SUBJECT: Review, Discuss and Accept a Donation in the Amount of \$3,470.30 from a Community Member for the Purchase of Pickleball Supplies.

DATE: May 8, 2024

I. RECOMMENDATIONS

It is recommended that the Board:

1. Accept a donation of \$3,470.30 from Sara Shorin for the purchase of pickleball supplies (attached as Exhibit A); and,
2. Direct staff to order and install the supplies as identified by the donor's wishes.

II. BACKGROUND

The Pickleball Advisory Committee makes suggestions to IVGID to improve pickleball related to play and matters of safety. The goal of the advisory committee is to make Incline Village the place known for the best pickleball in the area.

The advisory committee has identified two items that it believes will significantly enhance the play on the courts:

- 1) Installation of windsocks to help players detect wind direction related to the flight of the pickleball.
- 2) Installation of court barriers to keep the balls from rolling between courts for safety and fewer game interruptions.

Specifics of the proposals including a breakdown of the costs in included as Exhibit A.

III. FINANCIAL IMPACT AND BUDGET

If approved and accepted, the money from the donation will allow staff to order the supplies and equipment and install them on the courts.

IV. ALTERNATIVES

1. Decline the donation and spend District money for the purchase and installation of supplies and equipment.
2. Decline the donation and do not purchase and install the supplies and equipment.

V. ATTACHMENTS

- A. Proposal and pricing

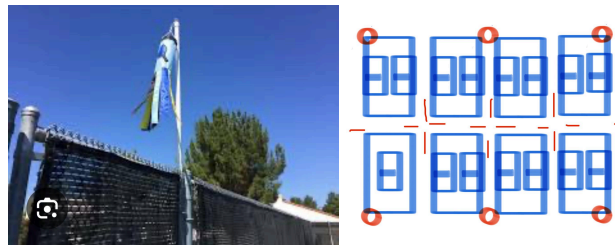
Windssocks and Court Barriers
 Donation from Sara Shorin
 \$3,470.30

Background Summary for Donation: The pickleball advisory committee makes suggestions to IVGID to improve pickleball play and safety for all players. The goal is to make Incline the place known for the best pickleball in the area.

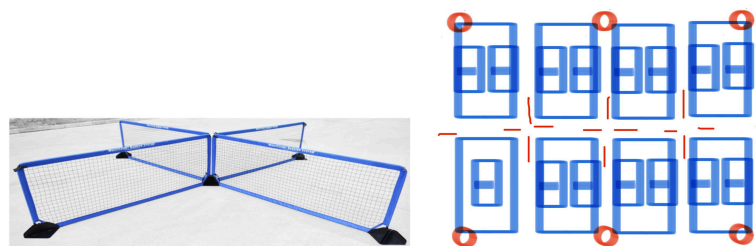
Two items that will significantly enhance the play on our courts are:

1. Windssocks - are used to help players detect wind direction, which is hugely beneficial since the wind dramatically affects the flight of the pickleball. The same is true for tennis, but the wind is even more of a factor in pickleball given the ball is a wiffle ball. Wind direction is the opposite of the direction in which the windssock is pointing, so a windssock pointing due north indicates a southerly wind. Wind speed is indicated by the windssock's angle relative to the mounting pole; in low winds, the windssock droops; in high winds it flies horizontally.

Here's a windssock on a tennis/pickleball fence indicating no wind, and a diagram with red circles to indicate the installation location of the windssocks.



2. Court barriers - are freestanding nets with weighted feet to keep the balls from rolling between courts to promote safety and fewer interruptions. Our court configuration is so tight that we can only add barriers where the benches are. The barriers will be set up near the court benches to prevent balls from traveling side to side and through the back end of the side of the courts near the benches. Here's a rough configuration of the court barriers. See red dashes.



- Note: We chose the mesh net barriers with weighted feet because we had shorter ones with a solid tarp and they blew over too easily.


Itemized Quotes for Proposed Items for Donation:

1) 6 White Heavy Duty Windsocks with 10" frame

<https://tom-windsocks.com/products/custom-printed-construction-windsock?variant=>

a) 6 white, heavy-duty 10"x36" windsocks with 10" frame

Invoice #D489




INVOICE #D489
Complete your purchase

[Complete your purchase](#)

or [Visit our store](#)

Order summary

	Custom Logo Aviation Heavy-Duty Windsock x 6 <small>10" x 36"</small>	\$593.70
<hr/>		
	Heavy Duty 10" frame x 6	\$599.70
<hr/>		
Subtotal		\$1,193.40
Order discount		-\$180.00
	<small>• Volume discount (69.95 each) (- \$180.00)</small>	
Shipping		\$60.00
Estimated taxes		\$0.00
<hr/>		
Total		\$1,073.40 USD
Total paid today		\$0.00 USD
		<small>You saved \$180.00</small>

Customer information

Shipping address
Sara Shorin
AL
United States

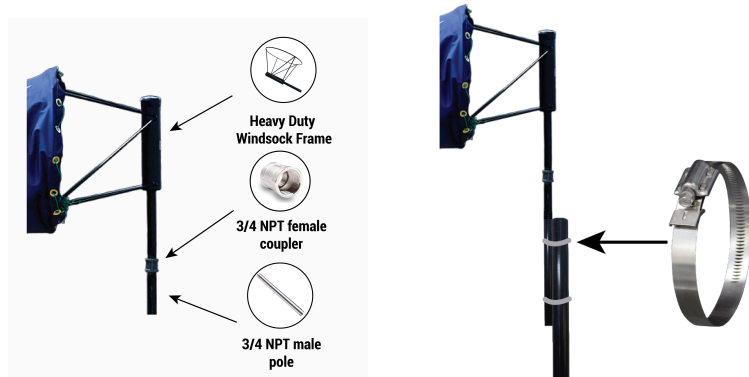
b)

c) Install supplies: \$612.90

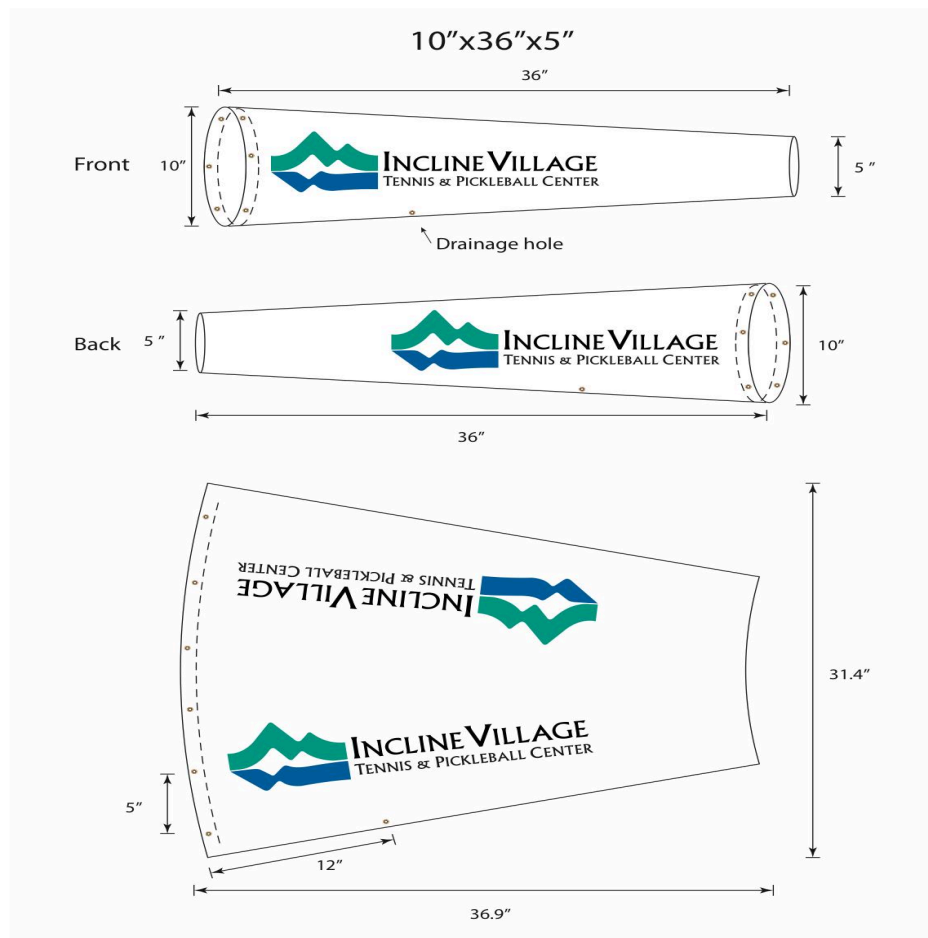
i) <https://a.co/d/9pa9SqA> 6 support poles

ii) <https://a.co/d/51N0QmL> 6 couplers

iii) <https://a.co/d/3MERvBm> 24 straps (6 4-packs)



d) LColor logo on white windsock x 6 = \$1,073.90



e) IVGID PB Logo file Format requirement

- i) Vector .pdf, .ai, .epi
- ii) Jackie sent logo to Jay at Custom Windsock Co,
info@custom-windsocks.com (please include invoice #D489. cc me, and

tell him you are from IVGID working with me (Sara Shorin) OR send logo to me and I can send it since he's been communicating with me)

2) **14 Court Barriers with 28 weighted feet: \$1,784**

- <https://oncourtoffcourt.com/multicourt-barrier-system/>



Dallas, Tx 75214

Phone # 2148233078
Fax # 214-823-3082

Quote

Date	Quote #
3/28/2024	10644

Name / Address
Russ Borrelli Rec Center Incline Village, NV 89450

Ship To
Russ Borrelli Rec Center Incline Village, NV 8 9450

Customer Fax

Good Thru	Rep
4/28/2024	NB

Item	Description	Qty	Cost	Warehouse	Total
CEMCB	MultiCourt – Barrier <small>NOTE: On barrier orders, it is essential that you review and approve the measurements listed on your quote to make absolutely certain they match the actual measurements you submitted. This is the customer's responsibility.</small>	14	49.95	JP Logistics	699.30
CEMCSB	MultiCourt – Straight Base <small>NOTE: On barrier orders, it is essential that you review and approve the measurements listed on your quote to make absolutely certain they match the actual measurements you submitted. This is the customer's responsibility.</small>	28	29.95	JP Logistics	838.60
	Subtotal				1,537.90
Freight >1000	Freight		246.10		246.10

P.O. No.	
----------	--

Subtotal	\$1,784.00
Sales Tax (0.0%)	\$0.00
Total	\$1,784.00

3. **TOTAL DONATION: \$3,470.30**

- \$1073.40
- \$612.90
- \$1784

MEMORANDUM

TO: Board of Trustees

FROM: Bobby Magee
District General Manager

SUBJECT: Approval of a \$25,000 Cash Donation From the Beach Fund to Red, White and Tahoe Blue II.

DATE: May 8, 2024

I. RECOMMENDATION

Approve a cash donation of \$25,000 from the IVGID Beach Fund to the Red, White and Tahoe Blue II in support of the fireworks, as per Policy and Procedure Resolution No. 141, Resolution 1895, a Resolution Regarding the Complimentary and Discounted Use of District Facilities and Programs, Paragraph 5. Fee Waivers or Contributions.

II. BACKGROUND

After a hiatus of five years, the non-profit that is organizing the Red, White, and Tahoe Blue II is raising money to bring back the return of the awe-inspiring Independence Day fireworks display to Incline Village & Crystal Bay. Once ranked as the 6th Best Fireworks in the Country, the group is committed to reviving this beloved tradition with even more splendor and community spirit. The fireworks are more than just a display; they're a symbol of unity, celebration, and the enduring sprit of the community. The group understands the importance of environmental stewardship and are dedicated to conducting the celebration with the utmost care for the natural surrounds.

Should the donation be approved, no perks, passes, and/or freebies that are normally associated with such a donation will not accepted by the District.

III. FINANCIAL IMPACT AND BUDGET

If approved, the \$25,000 will come from the Beach Fund.

IV. ALTERNATIVES

1. Increase or Reduce the amount of the donation to the Red, White and Tahoe Blue II.
2. Decline the donation to the Red, White and Tahoe Blue II.

V. ATTACHMENTS

MEMORANDUM

TO: Board of Trustees

FROM: Bobby Magee
District General Manager

SUBJECT: Review, Discuss, and Provide Direction Regarding the Board-Appointed Golf and Capital Improvements/Investment Committees.

DATE: May 8, 2023

I. RECOMMENDATION

The Board discuss and provide direction regarding the committees.

II. BACKGROUND

The Board has previously taken action to create the Golf and Capital Improvement/Investment Committees. Below is the content of each of the committees loosely developed “charters” as approved by the Board. Staff has received several requests from the various Committee members to clarify their roles and responsibilities on individual Committees. The recommended actions include defining the parameters of each Committee’s sphere of influence and specifics as to the types of recommendations the Board is seeking from each Committee.

Current Responsibilities/Authority:

All established Committees are ultimately an advisory body to the Board of Trustees. The Committees shall review all relevant information and make recommendations to the Board, in alignment with the District strategic plan, any applicable community master plans, and Board identified priorities. Each Committee is to identify the financial impacts of all of its recommendations, identify how those recommendations align with the budget, and if applicable, how they impact the 5-year capital plan. The Board can set timelines and committee goals and expectations. Committee Trustees shall report monthly on the progress of the committee.

Recommended Objectives:

Golf Committee:

Discuss and review the Golf staff's recommendations on operational service levels, financial sustainability, and capital investments. The Committee may formulate community focused recommendations in alignment with Board policies, if it does not agree with a staff recommendation. Identify and recommend to the Board if the Committee believes any related District policy revisions are needed.

Goal:

To formulate recommendations for the Board's consideration related to staff's recommendations for optimizing all aspects of the golf operations, including revenue growth opportunities, cost efficiency optimization and expanding passholder participation. Provide written input to the Board in the form of memorandums related to current and 5-year plans to improve sustainability in alignment with policies that provide fairness and equity to all recreation passholders and protect the golf course assets for future generations.

Capital/Investment Committee:

As projects over \$250K are being contemplated, the Committee should review and evaluate proposals, provide written constructive input in the form of memorandums to ensure the Board's project expectations are being met, evaluate and make recommendations if the Committee agrees the project scope has been properly and completely defined by staff, ensure the benefit to the Community is clear and consistent with District master plans and/or Board priorities. Additionally, to ensure ongoing operating costs are appropriately considered by staff and included in materials provided to the Board of Trustees for consideration.

Goal:

To move projects forward more effectively with clear and complete financial transparency.

III. FINANCIAL IMPACT AND BUDGET

Without clarity, the number of meetings may be far more than the Board, staff and legal counsel had previously anticipated. The Golf Committee has had 8 meetings since January 1, each lasting between 1-3 hours. The CIP Committee has had 2 meetings since January 1, lasting roughly 1 and 1.5 hours.

The meetings require staff and legal counsel's time to prepare agendas and materials and The District Clerk's time to produce meeting minutes. They also use valuable time of volunteer at-large community members. To be respectful of the staff, volunteer, legal counsel, and Board member time and the costs to the District for the preparation and conducting of the meetings, staff recommends the Board provide more clarity including specific objectives of each Committee, and the expected amount of staff time that should be spent working on Committee objectives.

IV. ALTERNATIVES

Make further refinements and clarity regarding the objectives of the committees.

V. ATTACHMENTS

Exhibit A - Board Approved Charters - Current Language

Exhibit A

Responsibilities/Authority – All committees are advisory to the board. The committees shall review all relevant information and make recommendations to the board, in alignment with the strategic plan, any applicable community master plans, and board identified priorities. They are to identify the financial impacts of all of their recommendations, identify how recommendations align with the budget, and if applicable, how they impact the 5-year capital plan. The board can set timelines and committee goals and expectations. Committee Trustees shall report monthly on the progress of the committee.

Proposed Objectives

Golf Committee – Discuss and review operational service levels, financial sustainability, formulate community focused recommendations in alignment with board policies and identify necessary capital investments. Identify if any related District policy revisions are needed.

Goal – To formulate recommendations for the board’s consideration related to optimizing all aspects of the golf operations, including revenue growth opportunities, cost efficiency optimization and expanding passholder participation. Provide input on current and the 5-year plans to improve sustainability in alignment with policies that provide fairness and equity to all recreation passholders and protect the golf course assets for future generations.

Capital/Investment Committee - As projects over \$250K are being contemplated, the committee should review and evaluate proposals, provide constructive input to ensure the board’s project expectations are being met, ensure the project scope has been properly and completely defined, ensure the benefit to the Community is clear and consistent with District master plans and/or board priorities. Additionally, to ensure ongoing operating costs are considered and included in materials provided to the Board of Trustees for consideration.

Goal – To move projects forward more effectively with clear and complete financial transparency.

Special May 20, 2024 at 12:00	
<i>SCHEDULE</i>	<i>1st draft agenda to Board Chairman on 05/07; all memos materials due in by 05/09; Packet out on 05/10; agenda posted no later than 8:45 a.m. on 05/06</i>
Finance	Budget Workshop - Recommended District Budget

May 29, 2024	
<i>SCHEDULE</i>	<i>Monday, May 27th - Memorial Day *Legal Holiday</i>
<i>*Holiday*</i>	<i>1st draft agenda to Board Chairman on 05/17; all memos materials due in by 05/20; Packet should be ready for final review on 05/22; agenda posted no later than 8:45 a.m. on 05/23</i>
P&R	Annual Update from the Parasol Foundation
P&R	Annual Update from the Incline Tahoe Foundation
P&R	Report: Update non-profit discounted use of Venues “1895 Report”
ADMIN	Report: Fire Protection District (per Contract) Documented Plan for upcoming Season)
BOT	Report: Beach Access Survey Results By Kevin Lyons of Governance Sciences Group
PW	Agreement: Parking Lot Striping (All Venues)
PW	Agreement: Street Sweeping (All Venues)
PW	Agreement: Leak Detection Services
PW	Tennis Court Underground Foam
Finance	Public Hearing: Adoption of final budget
Finance	Review Board Policy 8.1.0 – Capitalization of Fixed Assets
GM	Agreement: Legislative Advocacy Marcus Faust (Legal Counsel)
GM	Emergency Contracts – NRS 332.112
Golf	Golf Clubs Policy
P&R	Review and Discuss Ordinance 7 revisions and Recommendations
P&R	Resolution to adopt Rec. Roll (to Send to Washoe County)
P&R	Rec. Center Project Priority List
P&R	Sponsor of Shark Fest 2024 held at Sand Harbor
P&R	Public Hearing: to Adopt Ordinance 7 revisions and recommendations
PW	Agreement: Construction Contract for SPS #5 Easement
PW	Review, Discuss, and Receive Direction for the Incline Beach House & Access Project
	Review and Discuss - PRR Log Direction

June 12, 2024	
<i>SCHEDULE</i>	<i>1st draft agenda to Board Chairman on 05/31; all memos materials due in by 06/04 GM Venue Report Due; Packet out on 06/05; agenda posted no later than 8:45 a.m. on 06/07</i>
PW	Report: Beach House Project Update
FINANCE	Report: Indebitness Report and 5 year CIP
HR	Report/Presentation: from Nevada Public Agency Insurance Pool (POOL) Service
PW	Public Hearing: Recommended Amendments to the Sewer and Water fee schedule
PW	Easement: SPS #5

June 26, 2024	
<i>SCHEDULE</i>	<i>1st draft agenda to Board Chairman on 06/14; all memos materials due in by 06/18; Packet out on 06/19; agenda posted no later than 8:45 a.m. on 06/21</i>
Board Chair	Review board goals for the year
PW	Report: Beach House Project Update

July 10, 2024	
<i>SCHEDULE</i> <i>*Holiday*</i>	<i>1st draft agenda to Board Chairman on 06/28; all memos materials due in by 07/02 GM Venue Report Due; Packet out on 07/03; agenda posted no later than 8:45 a.m. on 07/05</i>
PW	Report: Beach House Project Update

July 31, 2024	
<i>SCHEDULE</i>	<i>1st draft agenda to Board Chairman on 07/19; all memos materials due in by 07/23; Packet out on 07/24; agenda posted no later than 8:45 a.m. on 07/26</i>
IT	IT Server Purchase
PW	Report: Beach House Project Update

August 14, 2024	
<i>SCHEDULE</i>	<i>1st draft agenda to Board Chairman on 08/02; all memos materials due in by 08/06; Venue Status Reports Due in folder by 08/07; Packet out on 08/08; agenda posted no later than 8:45 a.m. on 08/09</i>
PW	Report: Beach House Project Update

August 28, 2024	
<i>SCHEDULE</i>	<i>1st draft agenda to Board Chairman on 08/16; all memos materials due in by 08/20; Packet out on 08/22; agenda posted no later than 8:45 a.m. on 08/23</i>
PW	Report: Beach House Project Update

September 11, 2024	
<i>SCHEDULE</i>	<i>1st draft agenda to Board Chairman on 08/30; all memos materials due in by 09/03; Venue Status Reports are Due in Folder 09/04; Packet out on 09/05; agenda posted no later than 8:45 a.m. on 09/06</i>
PW	Report: Beach House Project Update
FINANCE	Carry Forward

September 25, 2024	
<i>SCHEDULE</i>	<i>1st draft agenda to Board Chairman on 09/13; all memos materials due in by 09/17; Packet out on 09/19; agenda posted no later than 8:45 a.m. on 09/20</i>
PW	Report: Beach House Project Update

October 9, 2024	
<i>SCHEDULE</i>	<i>1st draft agenda to Board Chairman on 09/27; all memos materials due in by 10/01; Venue Status Reports Due in folder by 10/02; Packet out on 10/03; agenda posted no later than 8:45 a.m. on 10/04</i>
PW	Report: Beach House Project Update
Finance	1 st Quarter Est. Acc.

October 30, 2024	
<i>SCHEDULE</i> <i>*Holiday*</i>	<u>Friday, October 25th – Nevada Day *Legal Holiday</u> <i>1st draft agenda to Board Chairman on 10/11; all memos materials due in by 10/23; Packet out on 10/24; agenda posted no later than 8:45 a.m. on 10/24</i>
PW	Report: Beach House Project Update

November 13, 2024	
<i>SCHEDULE</i> <i>*Holiday*</i>	<u>Monday, November 11th – Veterans Day *Legal Holiday</u> <i>1st draft agenda to Board Chairman on 11/01; all memos materials due in by 11/04; Venue Status Reports Due in folder by 11/05; Packet out on 11/07; agenda posted no later than 8:45 a.m. on 11/07</i>
PW	Report: Beach House Project Update
P&R	Review Summer Season Rates and Performance and Review and Discuss Summer 2025 Rates for the Rec. Center Programs: Tennis Center; Golf
P&R	Review, Discuss and Provide Direction to Staff regarding Food & Beverage Service at Burnt Cedar & Incline Beachs for the Summer of 2025

November 27, 2024	
<i>SCHEDULE</i>	<i>1st draft agenda to Board Chairman on 11/15; all memos materials due in by 11/19; Venue Status Reports Due in folder by 11/20; Packet final Review 11/21; agenda posted no later than 8:45 a.m. on 11/22</i>
PW	Report: Beach House Project Update

December 11, 2024	
<i>SCHEDULE</i>	<i>1st draft agenda to Board Chairman on 11/30; all memos materials due in by 12/03; Venue Status Reports Due in folder by 12/04: Packet final Review 12/04; agenda posted no later than 8:45 a.m. on 12/07</i>
PW	Report: Beach House Project Update

BOARD OF TRUSTEES LONG RANGE CALENDAR

Item I

Date of Request	Item	Requester	Status/Notes	Date Completed
1/18/21	Possible discussion on IVGID needs as it relates to potential land use agreement with DPSEF	Trustee Schmitz	DPSEF continues to have discussion amongst themselves about this item	
Unknown	Next step on Diamond Peak parking lot/Ski Way—Staff added reminder	GM DPSR Bandelin	This should be a part of the Budget Planning Process.	To be removed after the Board review in December
2/8/23	Capitalization Policy 8.1	Trustee Schmitz	Assigned to the Investment/Capital Improvement Committee	
2/8/23	Update on Snowflake Lodge	GM Bandelin		
2/8/23	Workforce Housing for Seasonal Employees	Trustee Noble	Staff to share with Trustee Noble the current situation.	
5/25/23	Two (2) Policy 20.1.0 on the Website	Trustee Schmitz	This is correct and it will be corrected when one of these policies comes before the Board	02/14/2024 To be removed
05/25/23	Family Tree (Ordinance 7 Review)	Trustee Schmitz		Adia Presentation?
07/12/23	Writing a letter to schools regarding programs	Chairman Dent		
07/26/23	Update on Food and Beverage (from 7/26/2023 meeting)	GM Magee	<i>To be determined</i>	
08/09/23	UNR and Washoe County BOT's Additional Training	Trustee Tonking	<i>Date to be determined after 2nd training is rescheduled</i>	
11/21/2023	Strategic Plan update	GM Magee		
12/13/2023	Consolidate advisory Meeting Minutes	Trustee Tonking		
07/12/2023	Waste Management	Trustee Schmitz		
	Capital Investment Committee Policy Updates		Update on the Capitalization Policy (old policies 12.1, 13.1 and practice 13.2—combined into new policy 8.1) Moss Adams Recommendations related to these policies	
03/22/2024	Ordinance 7 Reports	REC/ IF		By Feb 2025 On Calendar for May 8, & 29 2024
03/22/2024	Marcus Faust Contract Renewal	GM Magee		By 03/2025 On Calendar for 05/29/2024
03/22/2024	Report: Tax Delinquencies for Cards to be shut-off	Finance		
03/25/2024	Space Planning	GM		
03/25/2024	Policy 136 Update—Expression	GM		
04/08/2024	Capitalization Policy Update	Finance		
04/10/2024	Tax Delinquencies Report	Finance		
04/10/2024	Dog Park Survey	Rec Center		
04/10/2024	Rec. Center Projects and Budget & Planning	Trustee Tulloch	Deferred Maintenance and compiled Projects and Long Range Plan/ Projection for Rec. Center	
04/10/2024	Forensic Audit Results	GM		

BOARD OF TRUSTEES LONG RANGE CALENDAR

Item I

04/10/2024	Vacation Accrual Policy	HR/ GM		
04/10/2024	Utility Rate Study	PW		
09/2021	Review of All Pending MOU's & Contracts to be reviewed?	Trustee Schmitz		