

# 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 June 26, 2024 in the Boardroom, 893 Southwood Boulevard, Incline Village, Nevada.

Public Comment is allowed, and the Public is Welcome to Provide Public Comment via Telephone at (877) 853-5247 (the webinar ID will be posted to our website on the day of the meeting). The Meeting will be Available for Viewing at <https://livestream.com/accounts/3411104>.

A. PLEDGE OF ALLEGIANCE\*

B. ROLL CALL OF TRUSTEES\*

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

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

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

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

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

1. **SUBJECT:** Receive and File Annual Report from The Parasol Tahoe Community Foundation. (Requesting Staff Member: Baker Tilly Special Advisor Craig Bronzan) – **pages 8 - 14**
2. **SUBJECT:** Treasurers Report - April 2024 Activities District Treasury Report. (Requesting Staff Member: Assistant Director of Finance Adam Cripps) – **pages 15 - 37**
3. **SUBJECT:** Verbal Report from the North Lake Tahoe Fire Protection District regarding the Documented Plan for the District Defensible Space on IVGID Lands for the Upcoming 2024 Fire Season. – **pages 38 - 43**
4. **SUBJECT:** Verbal Report on the District General Manager's Process for Managing the Fiscal Year 2024/25 District Budget as set by the Board of Trustees (Requesting Staff Member: District General Manager Bobby Magee)

F. CONSENT CALENDAR (for possible action)

1. **SUBJECT:** Approval of the IVGID Board of Trustees Meeting Minutes for May 23, 2024. (Requesting Staff Member: District Clerk Heidi White) – **pages 44 - 95**
2. **SUBJECT:** Approval of the IVGID Board of Trustees Meeting Minutes for May 28, 2024. (Requesting Staff Member: District Clerk Heidi White) – **pages 96 - 161**
3. **SUBJECT:** Approval of the IVGID Board of Trustees Meeting Minutes for May 29, 2024. (Requesting Staff Member: District Clerk Heidi White) – **pages 162 - 241**

## Incline Village General Improvement District

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

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Agenda for the Board Meeting of June 26, 2024 - Page 2

4. **SUBJECT:** Approval of the IVGID Board of Trustees Meeting Minutes for May 30, 2024. (Requesting Staff Member: District Clerk Heidi White) – *pages 242 - 275*
5. **SUBJECT:** Review, Discuss and Approve a Purchase Order Agreement for Parking Lot Sweeping Services Across District Venues - 2023/24, all Venues' Services and Supplies Operating Budgets; Contractor: Four D Enterprises, LLC; Amount: \$11,295.80. (Requesting Staff Member: Interim Director of Public Works Kate Nelson) – *pages 276 - 295*

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

1. Approve the Purchase Order Agreement with Four D Enterprises, LLC for Parking Lot Sweeping at All District Venues for the Amount of \$11,295.80; and,
2. Direct the General Manager to Sign and Execute the Agreement.

6. **SUBJECT:** Review, Discuss and Approve the Purchase Order Agreement for Parking Lot Striping Services Across District Venues - 2023/24, all Venues' Services and Supplies Operating Budgets; Contractor: Absolute Sealing & Striping; Amount: \$44,315. (Requesting Staff Member: Interim Director of Public Works Kate Nelson) – *pages 296 - 313*

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

1. Approve the Purchase Order Agreement with Absolute Sealing and Striping, Inc. for Parking Lot Striping at All District Venues for the Amount of \$44,315; and,
2. Direct the General Manager to Sign and Execute the Agreement.

7. **SUBJECT:** Review, Discuss and Approve the Agreement for Professional Services - 2024/25 Operating Fund: Public Works; Utilities; Sewer and Water; General Ledger #20002523-7330 and 20002223-7330; Vendor: Jacobs Engineering Group Inc.; Amount: \$30,000. (Requesting Staff Member: Interim Director of Public Works Kate Nelson) - *pages 314 - 329*

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

1. Approve the Professional Services Agreement with Jacobs Engineering Group Inc, for the Total Amount of \$30,000; and,
2. Direct the General Manager to Sign and Execute the Agreement.

8. **SUBJECT:** Review, Discuss, and Approve the Purchase Order Agreement for Services for the Burnt Cedar Water Disinfection Plant Inlet Pump Electrical Repair - 2023/24 Capital Improvement Project Fund: Utilities; Division: Water: Project #2299DI1401; Contractor: DXP Turbo, in the Amount of \$11,954. (Requesting Staff Member: Interim Public Works Director Kate Nelson) – *pages 330 - 335*

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

1. Approve the Purchase Order Agreement for Services with DXP Turbo in the Amount of \$11,954 for the Repair of the Inlet Pump at the Burnt Cedar Water Disinfection Plant; and,
2. Direct the General Manager to Sign and Execute the Agreement.

9. **SUBJECT:** Review, Discuss and Approve the Purchase Order Agreement for Services for the Burnt Cedar Water Disinfection Plant Inlet Pump Inspection - 2023/24 Capital Improvement Project Fund: Utilities; Division: Water: Project #2299DI1401; Contractor: DXP Turbo, in the Amount of \$1,850. (Requesting Staff Member: Interim Public Works Director Kate Nelson) – **pages 336 - 341**

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

1. Approve the Purchase Order Agreement for Services with DXP Turbo in the Amount of \$1,850 for the Repair of the Inlet Pump at the Burnt Cedar Water Disinfection Plant; and,
2. Direct the General Manager to Sign and Execute the Agreement.

10. **SUBJECT:** Review, Discuss and Approve the Purchase Order Agreement for the Wetlands Effluent Disposal Facility Improvement - 2023/24 Capital Improvement Project Fund: Utilities; Division: Project #2599SS1103; Contractor: Cinderlite Trucking Corporation; Amount: \$24,991.00. (Requesting Staff Member: Interim Director of Public Works Kate Nelson) – **pages 342 - 347**

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

1. Approve the Purchase Order Agreement with Cinderlite Trucking Corporation for the Amount of \$24,991; and,
2. Direct the General Manager to Sign and Execute the Agreement.

11. **SUBJECT:** Review, Discuss, and Approve the Incline Village/Crystal Bay Veteran's Club being a Co-Sponsor with EnviroSports of the 2024 Sharkfest to be Held at Sand Harbor on August 18, 2024. (Requesting Staff Member: Baker Tilly Special Advisor Craig Bronzan) – **pages 348 - 366**

*Recommendation for Action:* That the Board of Trustees make a Motion to Approve the Collaboration with the Incline Village/Crystal Bay Veteran's Club to be a Co-Sponsor with EnviroSports in the 2024 Sharkfest to be Held at Sand Harbor on August 18, 2024.

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12. **SUBJECT:** Review, Discuss, and Possibly Approve a License Agreement with Red, White and Tahoe Blue II for the use of the IVGID Boat Ramp at Incline Beach for the Dates of June 28 through July 5, 2024, for the Exclusive use of Barge Loading and Unloading. (Requesting Staff Member: District General Manager Bobby Magee) – *pages 367 - 375*

*Recommendation for Action:* That the Board of Trustees make a Motion to Approve a License Agreement with Red, White and Tahoe Blue II for the use of the IVGID Boat Ramp at Incline Beach for the Dates of June 28 through July 5, 2024, for the Exclusive use of Barge Loading and Unloading.

It should be noted that the specific times for loading and unloading, at the time of preparing this memorandum, were being worked out between the two parties.

## G. GENERAL BUSINESS (for possible action)

1. **SUBJECT:** Review, Discuss and Possibly Approve the Proposed Veterans Memorial Design and Location and provide Direction to Staff on Subsequent Actions Regarding the Project. (Requesting Trustee: Chair Sara Schmitz) – *pages 376 - 434*

*Recommendation for Action:* That the Board make a Motion to:

1. Accept the proposed Veterans Memorial Design.
2. Accept the proposed location for the Veterans Memorial; and,
3. The Board Directs Staff and Legal Counsel to Formulate District Staff Time and related Cost Estimates for Moving the Project Forward.

2. **SUBJECT:** Accept the District General Manager Bobby Magee's Letter of Resignation, Pursuant to Section 6.4 of the District General Manager Agreement, Effective October 5, 2024; Provide Direction to Staff to Open General Manager Recruitment; and Review and Approve General Manager Job Description and Pay Rate. (Requesting Staff Member: Director of Human Resources Erin Feore) – *pages 435 - 444*

*Recommendation for Action:* That the Board of Trustees make a Motion to: Accept General Manager Magee's Letter of Resignation, Effective October 5, 2024, Pursuant to Section 6.4 of the General Manager Employment Contract. Further, the Human Resources Director Recommends the Board of Trustees Provide Feedback and Direction as Follows:

- That the Board of Trustees Select One (or more) of the Following Recommendations by the Director of Human Resources, to Include:
  1. Appoint Internal Interim General Manager; and/or
  2. Review, Interview, and Appoint an External General Manager; and/or

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3. Open Recruitment Process to Include Providing Direction to the HR Director to Engage in RFP Processes for Executive Recruitment Firm(s) Selection.

- That the Board of Trustees:

1. Re-Examine and Recommend any Changes to the Current General Manager Job Description; and
2. Review and Recommend any Changes to the Current Salary Range; and
3. Provide Feedback and Direction as to the Required Skills/Experience/Background of the Preferred Candidate; and
4. Set Deadline for Recruitment and Anticipated Date of Interviews.

3. **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 445 - 459*

*Recommendation for Action:* That the Board of Trustees make a Motion to Approve the Golf Afternoon Play Pass Rate for Championship Golf Course.

4. **SUBJECT:** Review, Discuss, and Approve the Parks and Recreation Department Recommended Fees for the 2024 - 2025 Fiscal Year and Direct Staff to Return for Board consideration of an Update to the Budget and Fiscal Management Community Services and Beach Pricing for Products and Services Practice 6.2.0. (Requesting Staff Member: Baker Tilly Special Advisor Craig Bronzan) – *pages 460 - 479*

*Recommendation for Action:* That the Board of Trustees make a Motion to Approve the Recommended 2024 - 2025 Park & Recreation Department Fees, and Direct Staff to Return for Future Board Consideration of an Update to the Budgeted and Fiscal Management Community Services and Beach Pricing for Products and Services (Practice 6.2.0.).

5. **SUBJECT:** Review, Discuss, and Possibly Approve the Parks and Recreation Department's Prioritized List of Projects for the Recreation Center. (Requesting Staff Member: Baker Tilly Special Advisor Craig Bronzan) – *pages 480 - 489*

*Recommendation for Action:* That the Board of Trustees Review the Park and Recreation Department Prioritized List of Projects for the Recreation Center and Provide Direction to Staff related to Follow Up and Next Steps.

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6. **SUBJECT:** Review, Discuss and Approve the Construction Agreement for the Sewer Pump Station #5 Wetwell and Manhole Rehabilitation Project - 2023/24 Capital Improvement Project Fund: Utilities; Division: Sewer: Project #2599DI1104, Sewer Pumping Station Improvements, and Project #2599SS1203X, Replace and Reline Sewer Mains, Manholes and Appurtenances; Contractor: Farr Construction Corporation dba Resource Development Company, in the Amount of \$152,500. (Requesting Staff Member: Interim Public Works Director Kate Nelson) – *pages 490 - 719*

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

1. Approve the Award of a Construction Contract for the SPS #5 Wetwell and Manhole Rehabilitation Project - 2022/2023 Capital Project Fund: Utilities; Division: Sewer: Project #2599DI1104, Sewer Pumping Station Improvements, and Project #2599SS1203X, Replace & Reline Sewer Mains, Manholes and Appurtenances; Contractor: Farr Construction Corporation dba Resource Development Company, in the Amount of \$152,500; and,
2. Authorize Staff to Execute Change Orders for Additional Work for 10% of the Construction Contract in the Amount of \$15,250; and,
3. Direct the Chair and Secretary to Sign and Execute the Contract.

7. **SUBJECT:** Review and Discuss Proposed Sewer and Water Rate Increase Alternative Scenarios and Adjustments to the Fee Schedule. (Requesting Staff Member: Interim Director of Public Works Kate Nelson). – *pages 720 - 739*
8. **SUBJECT:** Review and Discuss the Incline Beach House and Access Projects. (Requesting Staff Member: Interim Director of Public Works Kate Nelson) – *pages 740 - 741*
9. **SUBJECT:** Review and Discuss the Board of Trustees Goals for the Year. (Requesting Trustee: Chair Sara Schmitz) – *pages 742 - 748*

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

I. LONG RANGE CALENDAR – *pages 749 - 754*

J. BOARD OF TRUSTEES UPDATE

K. FINAL PUBLIC COMMENTS - Limited to a maximum of three 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, June 21, 2024, a copy of this agenda (IVGID Board of Trustees Session of June 26, 2024) was delivered to the post office addressed to the people who have requested to receive copies of IVGID's agendas; copies were e-mailed to those people who have requested; and a copy was posted, physically or electronically, at the following locations in accordance with Assembly Bill 213:

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

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

/s/ Heidi H. White

Heidi H. White

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

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

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

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**MEMORANDUM**

**TO:** Board of Trustees

**THROUGH:** Bobby Magee  
District General Manager

**FROM:** Craig Bronzan  
Special Advisor, Baker Tilly

**SUBJECT:** Receive and File Annual Report from Parasol Tahoe  
Community Foundation

**DATE:** June 26, 2024

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**I. RECOMMENDATION**

Receive and file the annual report from the Parasol Tahoe Community Foundation.

**II. BACKGROUND**

The Parasol Tahoe Community Foundation, through a partnership with the Incline Village General Improvement District, provides an annual report to the Board of Trustees regarding the Donald W. Reynolds Community Non-Profit Center. Attached is the annual report dated April 1, 2024, for acceptance by the Board.

It is noted in the cover letter that the Foundation's audited financial statements for the calendar year ending December 31, 2023, are scheduled to be reviewed and approved by the Board of Directors at their Board meeting in August. The financial statements will be forwarded to the Board of Trustees as soon as they are approved and available for publication.

Unfortunately, members of the Parasol Tahoe Community Foundation are unable to attend the Board of Trustees meeting tonight to answer any questions as they have a prior commitment. However, Claudia Andersen, CEO of the Foundation has indicated that they would be happy to attend a future meeting of the Board of Trustees if there are any questions related to the report.

**III. FINANCIAL IMPACT AND BUDGET**

No budget and/or financial impacts at this time.

**IV. ALTERNATIVES**

Reject the annual report and direct staff as to next steps.

**V. ATTACHMENTS**

Exhibit A: Parasol Tahoe Community Foundation Annual Report dated- April 1, 2024



**FOUNDERS**

Warren Trepp  
Carla Hanson

**BOARD OF DIRECTORS**

Ron Alling, CHAIRMAN  
Janice Charley  
Kevin Hameister  
David Hardie  
Mark Holmlund  
Aimee LaFayette  
John McLaughlin  
Aaron Moore  
Alvaro Pascotto  
Bill Watson  
Kendra Wong

**EMERITUS BOARD**

Warren Trepp, CHAIRMAN  
Carole Anderson  
George Ashley  
Joyce Benka  
Ed Boleky  
Joe Bourdeau  
Janusz Clark  
Judy Hamacher  
Nanci Glogauer  
Hank Harris  
Dean Meiling  
Wendy Mueller  
Janet Pahl  
Wayne Prim  
Gary Pulver  
Mike Smith  
Elbridge Stuart  
David Williams  
Stuart Yount

April 1, 2024

IVGID Board of Trustees  
C/O Ms. Susan Herron, Director of Administrative Services  
Incline Village General Improvement District  
893 Southwood Boulevard  
Incline Village, NV 89451

Via Email

Dear IVGID Board of Trustees,

Attached please find the Donald W. Reynolds Community Non-Profit Center annual usage report prepared by the Parasol Tahoe Community Foundation. The enclosed report includes the following:

- DWR Center building usage report for calendar year 2023
- 2023 Parasol Tahoe Community Foundation Snapshot

Please note that the Parasol Tahoe Community Foundation’s audited financial statements for the calendar year ending December 31, 2023 are scheduled to be reviewed and approved by our Board of Directors at their board meeting in August. These financial statements will be forwarded to you as soon as they are approved and available for publication.

On behalf of the Board of Directors and Staff of the Parasol Tahoe Community Foundation, I want to thank you for your organization’s ongoing partnership.

Sincerely,

Claudia Andersen  
CEO

948 Incline Way  
Incline Village, NV  
89451  
775.298.0100  
parasol.org



### **Executive Summary**

The purpose of the Donald W. Reynolds Community Non-Profit Center (DWR Center) is to provide an economical and collaborative environment for non-profit organizations. The Parasol Tahoe Community Foundation (Parasol) continues to fulfill the purpose of the DWR Center by providing local non-profit organizations with grants for office space, storage space and meeting room use which support their operating costs and allow for collaborative activities. Over the past twenty-one years, these grants represent a total in-kind value of \$11.8 million in operational support. Through grant agreements, Parasol continues to require that organizations utilizing the DWR Center be dedicated to collaboration and the benefits it provides to their organizations and the community at large. A total of forty-three non-profit organizations utilized the resources of the DWR Center in 2023.

Below is more information on DWR Center use for the calendar year 2023.

### **Office Space**

For calendar year ending December 31, 2023, Parasol provided office space to nine non-profit organizations serving our local community. With Parasol covering much of the overhead for these resident organizations, donors can have comfort that a larger percentage of their contributions to these organizations have had direct impact by supporting staff and programs.

(Note: In December 2023, the Parasol Board of Directors approved a new DWR Center Resident Grant for Tahoe's Connection for Families, and this organization will bring the total number of resident organizations to 10 for calendar year 2024.)

Below is a full listing of 2023 DWR Center resident agencies and descriptions:

#### **Classical Tahoe**

To present world-class performances, nurture community partnerships, and provide educational programs that inspire, connect, and transform lives.

#### **Lake Tahoe Shakespeare Festival**

Enriching our community by providing the highest quality theatrical and cultural productions for residents of the greater Lake Tahoe area and visitors from all over the world. Lake Tahoe Shakespeare Festival also provides meaningful education experiences for youth by offering theatrical outreach programs throughout our region.

#### **Rotary District 5190 Community Fund**

To provide service to others, promote integrity, and advance world understanding, goodwill, and peace through its fellowship of business, professional, and community leaders.

**Simmaron Research**

Playing a key role in developing scientific research to improve diagnosis, treatment, and medical understanding of CFS/ME and other neuroimmune diseases.

**SOS Outreach**

Changing young lives, building character and leadership in underserved youth through mentoring outdoors.

**Tahoe Fund**

To use the power of philanthropy to improve the Lake Tahoe environment for all to enjoy.

**Tahoe Institute for Natural Science**

Advancing the natural history, conservation, and ecosystem knowledge of the Tahoe Region through science, education, and outreach.

**Tahoe Prosperity Center**

Uniting Tahoe's communities to strengthen regional prosperity.

**Sierra Community House**

We connect and empower our community through family strengthening, crisis intervention, hunger relief, and legal services.

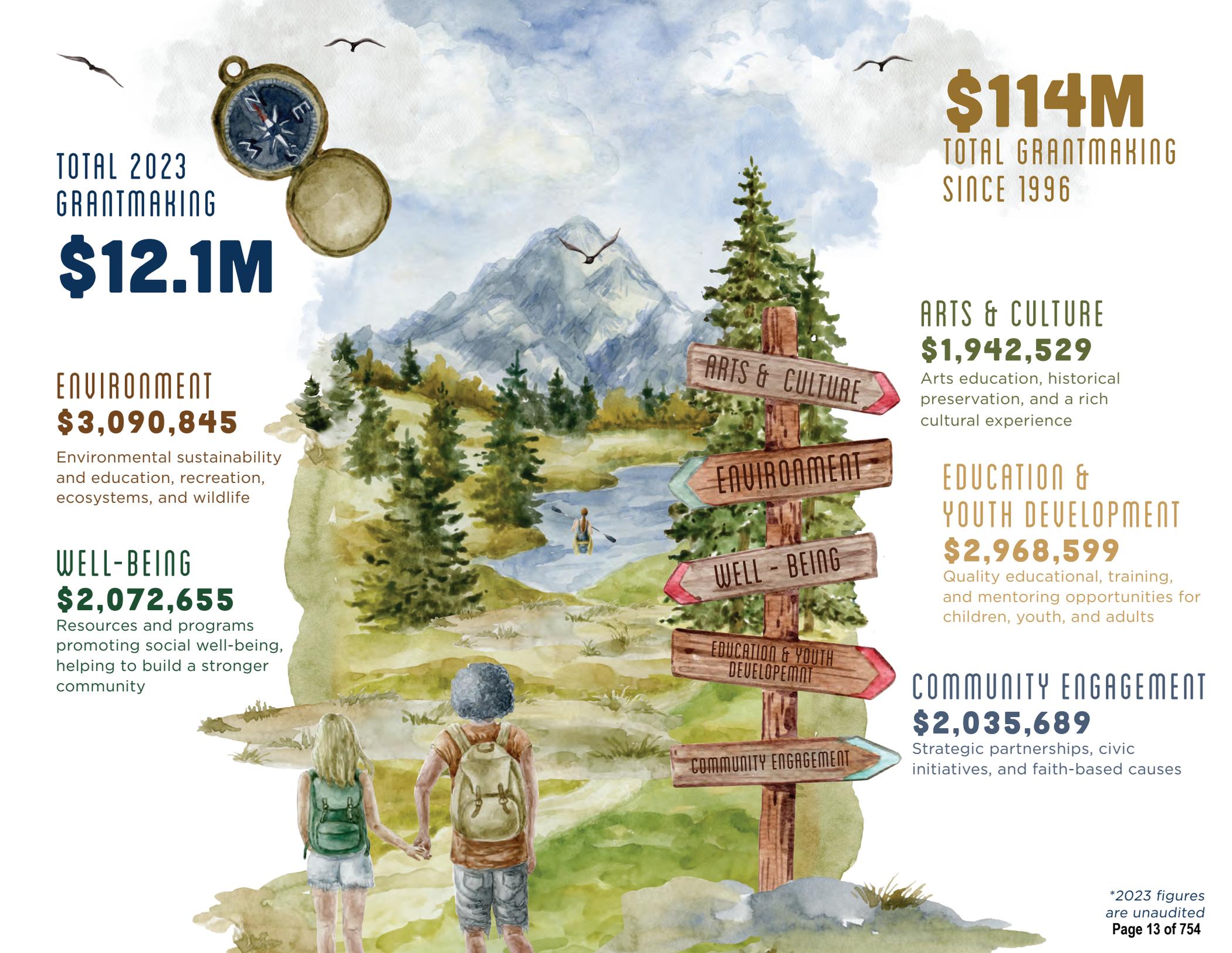
**Storage Space**

For calendar year ending December 31, 2023, Parasol provided eighteen organizations with storage space.

**Meeting Room Use**

During 2023, Parasol provided meeting room use to thirty-one non-profit organizations. These meetings include regularly scheduled meetings, such as board, staff, committee, and donor meetings, as well as workshops, retreats, events, and other special meetings. In 2023 the number of meetings held at the DWR Center totaled 554. (Note: This total does not include the many resident organization meetings held in the smaller meeting rooms on a non-reservation basis.)

The Parasol Tahoe Community Foundation wishes to thank the IVGID Board of Trustees, both current and past, for their partnership in our efforts to support and strengthen the community we mutually serve.



TOTAL 2023  
GRANTMAKING

**\$12.1M**

ENVIRONMENT

**\$3,090,845**

Environmental sustainability and education, recreation, ecosystems, and wildlife

WELL-BEING

**\$2,072,655**

Resources and programs promoting social well-being, helping to build a stronger community

**\$114M**  
TOTAL GRANTMAKING  
SINCE 1996

ARTS & CULTURE

**\$1,942,529**

Arts education, historical preservation, and a rich cultural experience

EDUCATION &  
YOUTH DEVELOPMENT

**\$2,968,599**

Quality educational, training, and mentoring opportunities for children, youth, and adults

COMMUNITY ENGAGEMENT

**\$2,035,689**

Strategic partnerships, civic initiatives, and faith-based causes



Our mission is cultivating community philanthropy to enhance and preserve the quality of life at Tahoe. We envision a thriving community created through meaningful philanthropy, inclusive communication, and the willingness to explore possibilities together.

## HOW WE SERVE OUR COMMUNITY:

**WE SUPPORT** nonprofit organizations through **grantmaking**

**WE PROMOTE** and support **charitable giving** to benefit the Tahoe community and **ensure donor intentions**

**WE LEAD** **impactful community initiatives** and **engage in community partnerships** in addressing our region's most pressing issues



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# TREASURER'S REPORT

APRIL 2024

Incline Village General Improvement District

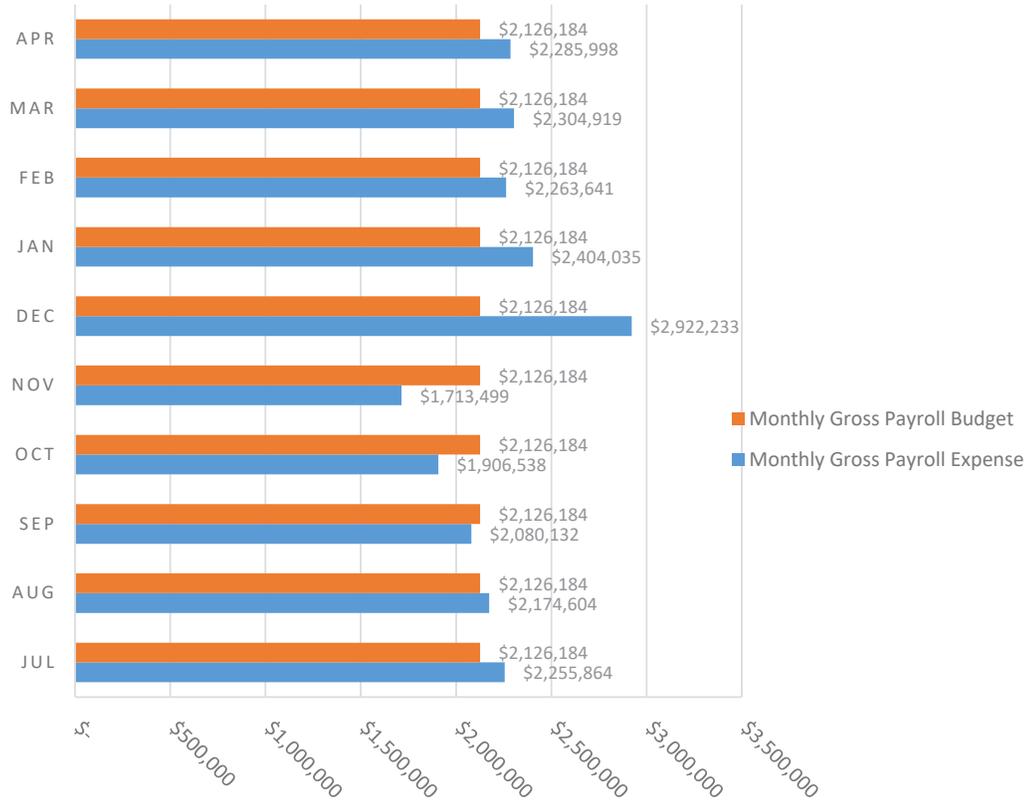


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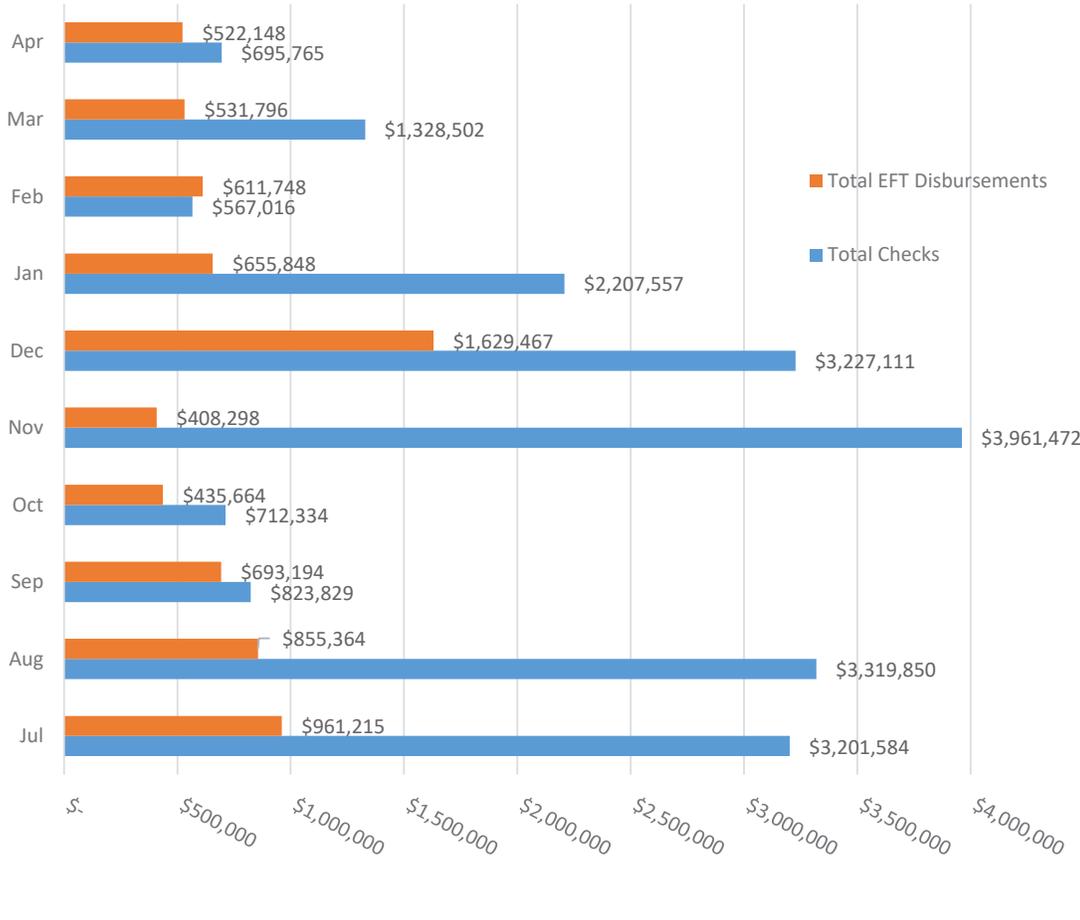
Monthly Expenses	3
Year-to-Date Expenses	5
Investments	6
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Cost Centers	8
Appendix A – Disbursements Greater Than \$50,000	10
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*NOTE: Financial records are not yet closed for the months of July 2023 – April 2024.  
Reports are subject to change as additional information is available and updated.*

Gross Payroll Expenses

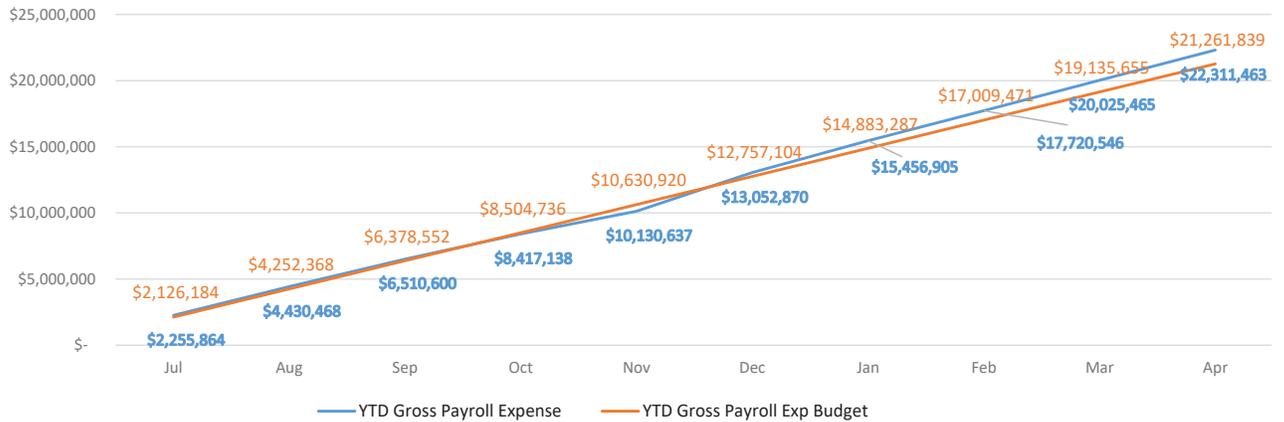


Accounts Payable Expenses

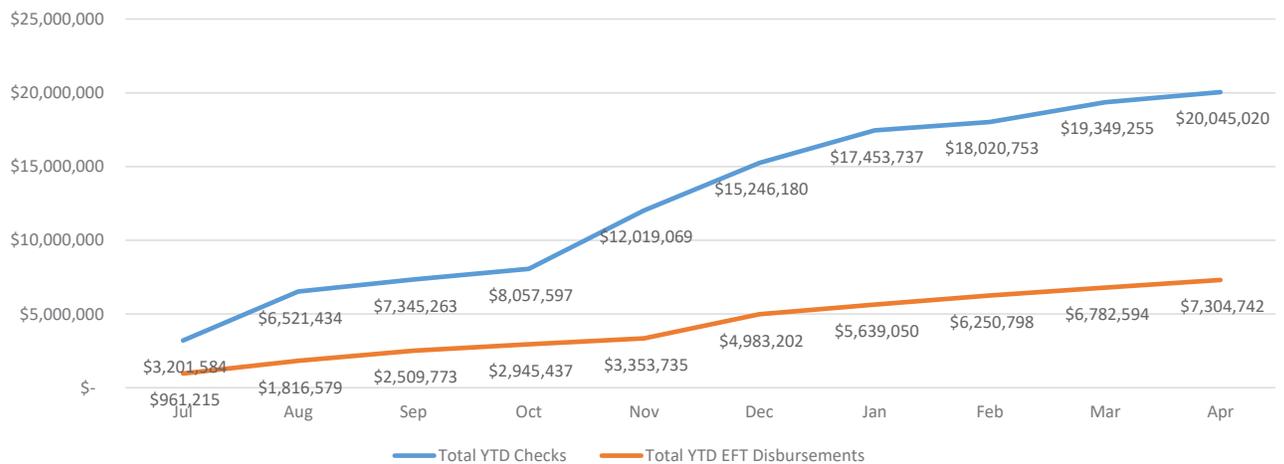


Total Gross Payroll Expenses	\$ 2,285,998
Total AP EFT Disbursements	\$ 522,148
Total AP Checks	\$ 695,765
<b>Total Payroll and Accounts Payable</b>	<b>\$ 3,503,911</b>

## YTD Gross Payroll Expenses

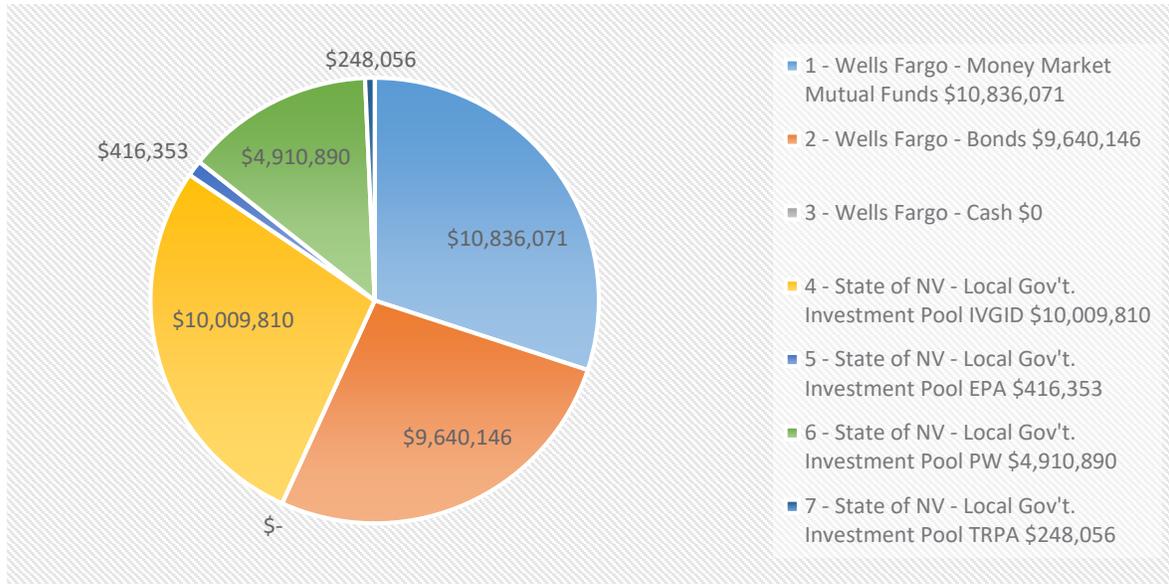


## YTD Accounts Payable Expenses



Total YTD Gross Payroll Expenses	\$ 22,311,463
Total YTD AP Checks	\$ 20,045,020
Total YTD AP EFT Disbursements	\$ 7,304,742
<b>Total YTD Payroll and Accounts Payable</b>	<b>\$ 49,661,225</b>

## Total Investments



Total Market Value of Investments \$ 39,061,326  
 Total Monthly Interest and Dividends \$ 132,613  
 Total Monthly Deposits, Withdrawals & Change in Value \$ (15,999)

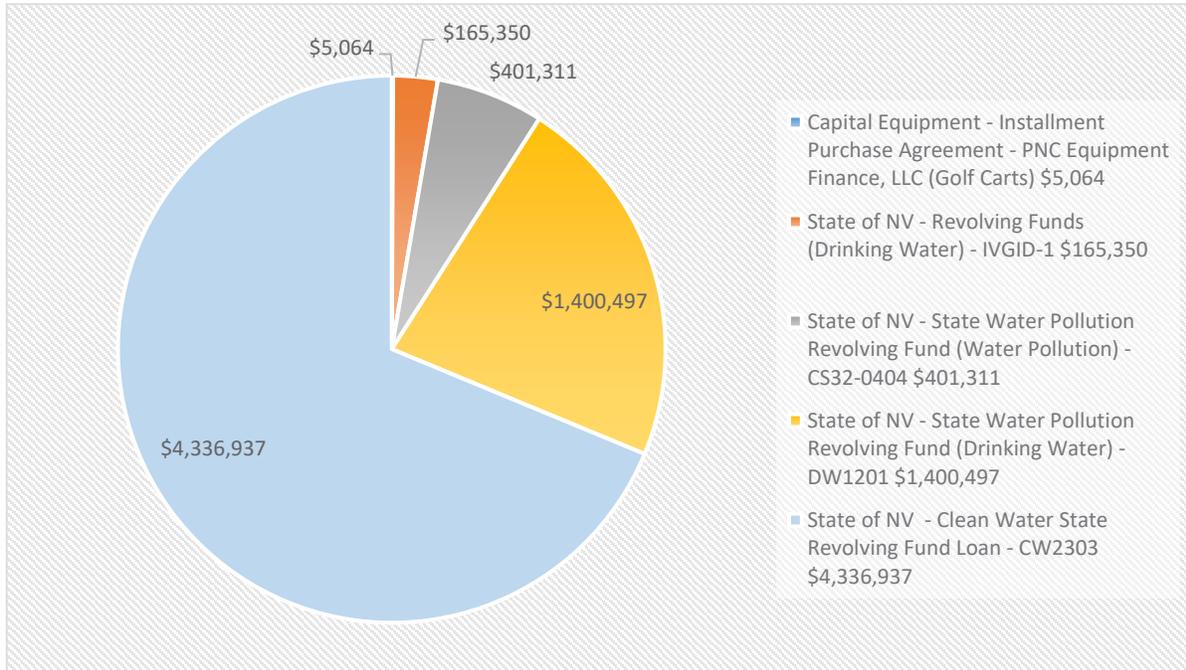
## Wells Fargo Account



Wells Fargo Bank, NA	Balance	Net Monthly Dividends
Operating Checking	\$ 13,096,752	\$ 57,383
Portion owed to Vets Club	32,828	\$ -
Portion owed to TWSA	215,056	\$ -
Total Wells Fargo Operating Account	13,344,636	\$ 57,383
Flexible Spending Account	1,836	\$ -
Payroll Account (this is a sweep account)	-	\$ -
St. Mary's Health Reimbursement Account	68,380	\$ -
<b>Totals</b>	<b>\$ 13,414,852</b>	<b>\$ 57,383</b>

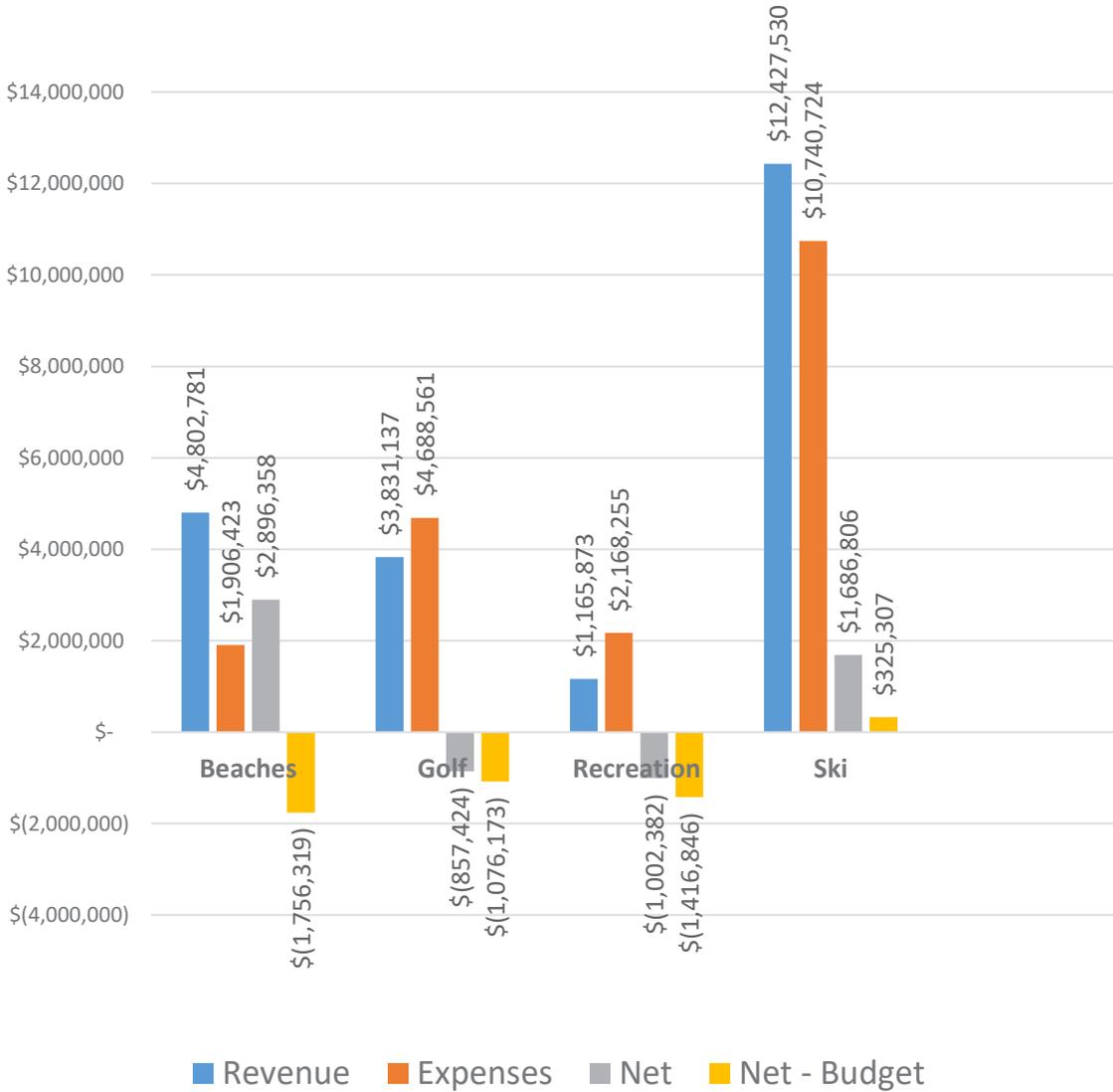
Total Monthly Interest and Dividends - Investments \$ 132,613  
 Total Monthly Dividends - Wells Fargo \$ 51,383  
**Total Monthly Interest and Dividends \$ 189,996**

## Debt Service



Debt Service	Maturity Date	Outstanding Debt	Monthly Interest Expense	Next Debt Payment Date	Next Debt Payment Amount
Capital Equipment - Installment Purchase Agreement - PNC Equipment Finance, LLC (Golf Carts) \$5,064	6/30/2024	\$ 5,064	\$ 156	5/1/2024	\$ 2,533
State of NV - Revolving Funds (Drinking Water) - IVGID-1 \$165,350	7/1/2025	\$ 165,350	\$ 425	7/1/2024	\$ 56,824
State of NV - State Water Pollution Revolving Fund (Water Pollution) - CS32-0404 \$401,311	1/1/2026	\$ 401,311	\$ 911	7/1/2024	\$ 103,768
State of NV - State Water Pollution Revolving Fund (Drinking Water) -DW1201 \$1,400,497	1/1/2032	\$ 1,400,497	\$ 2,789	7/1/2024	\$ 96,686
State of NV - Clean Water State Revolving Fund Loan - CW2303 \$4,336,937	1/1/2053	\$ 4,336,937	2.19%	7/1/2024	TBD
<b>TOTALS</b>		<b>\$ 6,309,159</b>			

## Cost Center YTD Revenues vs. YTD Expenses



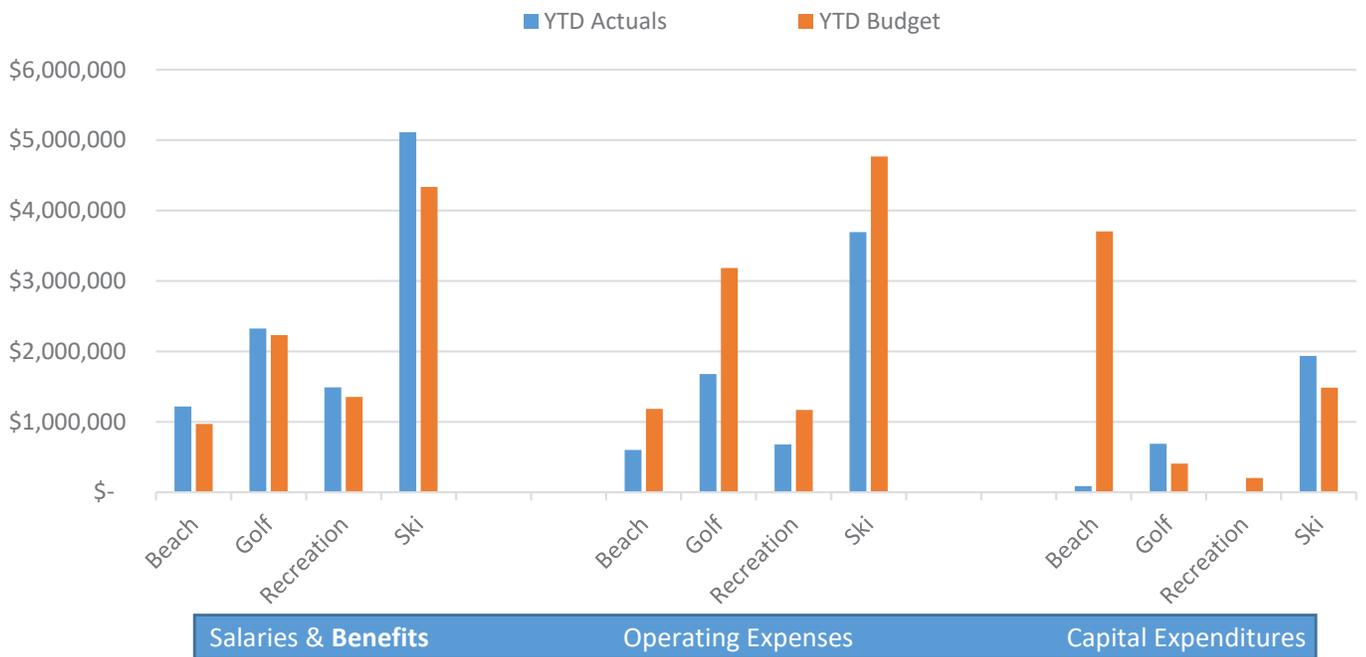
Cost Center	YTD Revenues	YTD Expenses	Net	YTD Net Annualized Budget
Beaches	\$ 4,802,781	\$ 1,906,423	\$ 2,896,358	\$ (1,756,319)
Golf	\$ 3,831,137	\$ 4,688,561	\$ (857,424)	\$ (1,076,173)
Recreation	\$ 1,165,873	\$ 2,168,255	\$ (1,002,382)	\$ (1,416,846)
Ski	\$ 12,427,530	\$ 10,740,724	\$ 1,686,806	\$ 325,307
<b>TOTALS</b>	<b>\$ 22,227,321</b>	<b>\$ 19,503,963</b>	<b>\$ 2,723,358</b>	<b>\$ (3,924,031)</b>

YTD Net Annualized Budget amount is annual budget divided by 12 times 10 (10 months July - April)

## Breakdown of Expenditures



Cost Center	YTD Sal & Benefits	YTD Operating Exp.	YTD Capital Expenditures	YTD Total Expenditures
Beaches	\$ 1,216,414	\$ 602,358	\$ 87,651	\$ 1,906,423
Golf	\$ 2,324,154	\$ 1,677,259	\$ 687,148	\$ 4,688,561
Recreation	\$ 1,487,712	\$ 676,998	\$ 3,545	\$ 2,168,255
Ski	\$ 5,110,762	\$ 3,694,802	\$ 1,935,160	\$ 10,740,724
<b>TOTALS</b>	<b>\$ 10,139,042</b>	<b>\$ 6,651,417</b>	<b>\$ 2,713,504</b>	<b>\$ 19,503,963</b>



A photograph of a person wearing a blue t-shirt with 'PARKS & RECREATION' written on the back, blue jeans, and sneakers. They are using a red-handled rake to clear a garden bed. The garden bed contains a small tree, some green plants, and yellow flowers. The background shows a paved area and trees. A blue semi-transparent box is overlaid on the right side of the image, containing the title text.

# APPENDIX A

DISBURSEMENTS  
GREATER THAN \$50,000

Disbursements Greater Than \$50,000

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT
8878	04/25/2024	EFT	RubinBrown LLP	99,252.50
11822204	04/11/2024	PRINTED	Ferguson Waterworks - 1423	160,650.00
11822150	04/04/2024	PRINTED	First Nonprofit Companies, Inc.	53,175.00
11822306	04/25/2024	PRINTED	NV Energy	76,135.36



# APPENDIX B

CHECK REGISTER

Check Register

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT
8746	04/04/2024	EFT	Aetna Behavioral Health, LLC	244.40
8823	04/18/2024	EFT	Agril Drain Corp	111.89
8769	04/09/2024	EFT	AHEAD LLC	3,114.18
8808	04/16/2024	EFT	Airgas Inc	1,041.62
8747	04/04/2024	EFT	Airgas National Carbonation	337.89
8745	04/04/2024	EFT	Airgas National Carbonation	213.58
8788	04/11/2024	EFT	Airgas National Carbonation	86.69
8824	04/18/2024	EFT	Alhambra	31.97
8770	04/09/2024	EFT	Alpine Smith, Inc	1,851.17
8809	04/16/2024	EFT	ALSCO	550.38
8771	04/09/2024	EFT	ALSCO	515.06
8748	04/04/2024	EFT	ALSCO	275.02
8789	04/11/2024	EFT	ALSCO	275.02
8825	04/18/2024	EFT	ALSCO	275.02
8772	04/09/2024	EFT	Amazon Capital Services, INC	3,347.66
8749	04/04/2024	EFT	Amazon Capital Services, INC	2,364.72
8826	04/18/2024	EFT	Amazon Capital Services, INC	2,144.13
8870	04/25/2024	EFT	Amer Sports Winter & Outdoor Company	12.00
8750	04/04/2024	EFT	ATCO Manufacturing Company	162.00
8790	04/11/2024	EFT	B&H Foto & Electronics Corp	88.45
8856	04/23/2024	EFT	Backflow Technologies LLC	1,448.33
8791	04/11/2024	EFT	Baker Tilly US, LLP	17,722.50
8827	04/18/2024	EFT	BAVS SM-LLC	3,794.00
8773	04/09/2024	EFT	BAVS SM-LLC	3,326.00
8810	04/16/2024	EFT	Belyn Key	4,314.34
8811	04/16/2024	EFT	Bently Family LLC	1,089.53
8774	04/09/2024	EFT	Bently Family LLC	277.90
8857	04/23/2024	EFT	Building Control Services, Inc.	4,620.10
8828	04/18/2024	EFT	Cashman Equipment Company	10,585.66
8792	04/11/2024	EFT	CC Cleaning Service, LLC	16,695.00
8775	04/09/2024	EFT	Centrisys Corporation	368.86
8829	04/18/2024	EFT	Charter Communications Holdings,LLC	361.24
8752	04/04/2024	EFT	Charter Communications Holdings,LLC	318.91
8871	04/25/2024	EFT	Cozzini Bros. Inc	152.50
8812	04/16/2024	EFT	Cozzini Bros. Inc	107.50
8751	04/04/2024	EFT	Creative Concepts Media	5,316.11
8776	04/09/2024	EFT	DataPrint Services, LLC	1,860.04
8813	04/16/2024	EFT	David D. Tavener/dba: Jacked Up Lake Tahoe	600.00
8872	04/25/2024	EFT	Dell Marketing LP C/O Dell USA L.P.	4,718.76
8814	04/16/2024	EFT	Doppelmayr USA, Inc.	291.29
8794	04/11/2024	EFT	DOWL, LLC	19,913.25
8858	04/23/2024	EFT	Dunseath Key Co, Inc.	235.00
8815	04/16/2024	EFT	EXL Media	37,188.84
8830	04/18/2024	EFT	Farmer Bros. Co	1,150.42
8837	04/18/2024	EFT	Fire Protection Service Corp	345.96
8876	04/25/2024	EFT	Fire Protection Service Corp	65.04
8816	04/16/2024	EFT	First Choice Services	186.65
8753	04/04/2024	EFT	First Choice Services	170.75
8831	04/18/2024	EFT	Fitguard, Inc.	2,255.80
8754	04/04/2024	EFT	Frontier Communications Holdings LLC	45.94
8822	04/16/2024	EFT	GCP WW Holdco LLC	1,156.34
8882	04/25/2024	EFT	GCP WW Holdco LLC	602.84
8777	04/09/2024	EFT	Great Basin Entry Inc	3,380.88
8817	04/16/2024	EFT	Harvey Johnson	372.40
8755	04/04/2024	EFT	HDR Engineering, Inc.	6,529.67
8873	04/25/2024	EFT	HDR Engineering, Inc.	2,319.76

Check Register, continued

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT
8756	04/04/2024	EFT	Incline Village Chevron Auto Care & Tire Center	42.41
8832	04/18/2024	EFT	Infinisource, Inc.	514.25
8757	04/04/2024	EFT	Infinisource, Inc.DBA ISolved Benefit Services	514.25
8833	04/18/2024	EFT	Jacobs Engineering Group Inc	639.00
8778	04/09/2024	EFT	Jamie Sadock, LLC	1,872.75
8796	04/11/2024	EFT	Johnson Controls	1,226.51
8852	04/19/2024	EFT	Kamer Zucker Abbott	7,500.00
8779	04/09/2024	EFT	Kellogg Supply, Inc.	4,052.40
8759	04/04/2024	EFT	L&C Cook Specialty Foods, Inc.	1,640.59
8797	04/11/2024	EFT	L&C Cook Specialty Foods, Inc.	1,191.00
8834	04/18/2024	EFT	L&C Cook Specialty Foods, Inc.	1,084.40
8874	04/25/2024	EFT	L&C Cook Specialty Foods, Inc.	764.36
8860	04/23/2024	EFT	Linde Gas & Equipment Inc.	2,483.41
8781	04/09/2024	EFT	Line-Up Group	2,865.85
8760	04/04/2024	EFT	Lumos & Associates,Inc.	5,220.00
8861	04/23/2024	EFT	Marcus G. Faust, Professional Corporation	5,587.00
8835	04/18/2024	EFT	Matheson Tri-Gas, Inc	454.34
8836	04/18/2024	EFT	McDonald Carano LLP	431.25
8838	04/18/2024	EFT	MR Copy Inc	1,081.24
8761	04/04/2024	EFT	MR Copy Inc	628.25
8839	04/18/2024	EFT	Municipal Maintenance Equipment	1,995.43
8859	04/23/2024	EFT	Nevada Organics, LLC	630.00
8840	04/18/2024	EFT	Nexgen Asset Management, Inc	13,600.00
8762	04/04/2024	EFT	Northern Nevada ATV & Cycles, Inc.	470.28
8841	04/18/2024	EFT	Original Watermen, Inc	1,950.23
8862	04/23/2024	EFT	Pacific States Communications of Nevada, Inc.	2,343.68
8842	04/18/2024	EFT	Pitney Bowes Inc	573.64
8863	04/23/2024	EFT	Pitney Bowes Inc	520.66
8864	04/23/2024	EFT	PNC Bank, National Association	2,533.44
8798	04/11/2024	EFT	Produce Plus	905.85
8843	04/18/2024	EFT	Quadient Leasing USA, Inc	69.15
8877	04/25/2024	EFT	Richard Allen	288.00
8793	04/11/2024	EFT	Richard Clark	2,247.00
8878	04/25/2024	EFT	RubinBrown LLP	99,252.50
8780	04/09/2024	EFT	S.C.&CO(Sportswear)Inc	3,969.92
8854	04/23/2024	EFT	Sammie M Santiago	7,770.00
8855	04/23/2024	EFT	Sammie Santiago	900.00
8875	04/25/2024	EFT	SCP Distributors LLC	799.00
8799	04/11/2024	EFT	Shafer Equipment Company Inc.	552.96
8758	04/04/2024	EFT	Shannon Marie Salsby	130.00
8795	04/11/2024	EFT	Shannon Marie Salsby	67.50
8763	04/04/2024	EFT	Shaun Riley	4,144.20
8765	04/04/2024	EFT	Sierra Electronics	1,495.50
8782	04/09/2024	EFT	Sierra Meat Co	7,846.10
8865	04/23/2024	EFT	Sierra Meat Co	5,962.83
8800	04/11/2024	EFT	Silver State International	1,077.99
8801	04/11/2024	EFT	Silver State Law LLC	1,200.00
8844	04/18/2024	EFT	Silver State Law LLC	675.00
8764	04/04/2024	EFT	SI-Products, LLC - Sunice USA INC	7,662.24
8766	04/04/2024	EFT	Solenis LLC	5,633.40
8845	04/18/2024	EFT	Southern Tire Mart LLC	1,168.92
8846	04/18/2024	EFT	Sterling Valley Systems Dbal:Inntopia	1,774.00
8783	04/09/2024	EFT	Stotz Equipment	2,834.38
8879	04/25/2024	EFT	Stotz Equipment	2,469.99
8784	04/09/2024	EFT	Swift Communications of California, Inc	205.50
8785	04/09/2024	EFT	Swire Pacific Holdings, Inc.	5,122.64

Check Register, continued

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT
8802	04/11/2024	EFT	Swire Pacific Holdings, Inc.	4,147.94
8818	04/16/2024	EFT	Swire Pacific Holdings, Inc.	2,144.73
8847	04/18/2024	EFT	Swire Pacific Holdings, Inc.	1,588.69
8767	04/04/2024	EFT	Swire Pacific Holdings, Inc.	38.10
8866	04/23/2024	EFT	Sysco Food Services of Sacramento	6,770.51
8786	04/09/2024	EFT	Sysco Food Services of Sacramento	1,797.52
8803	04/11/2024	EFT	Tahoe Gifting Company	725.00
8804	04/11/2024	EFT	Tahoe Supply Company LLC	2,100.39
8848	04/18/2024	EFT	Tahoe Supply Company LLC	76.45
8880	04/25/2024	EFT	Tahoe Supply Company LLC	50.31
8819	04/16/2024	EFT	Tap Master, Inc	10,675.00
8849	04/18/2024	EFT	Technical Equipment Cleaners	90.00
8820	04/16/2024	EFT	Technical Equipment Cleaners	75.00
8805	04/11/2024	EFT	Thatcher Company of Nevada, Inc	2,973.90
8806	04/11/2024	EFT	Thomas Petroleum, LLC	15,560.46
8768	04/04/2024	EFT	Thompson Garage Doors	270.00
8853	04/19/2024	EFT	TurfHound, Inc.	17,951.90
8807	04/11/2024	EFT	ULINE, Inc	633.23
8850	04/18/2024	EFT	ULINE, Inc	408.57
8881	04/25/2024	EFT	United Site Services of Nevada, Inc.	1,034.00
8787	04/09/2024	EFT	US Foodservice, Inc.	28,798.10
8867	04/23/2024	EFT	US Foodservice, Inc.	18,654.15
8851	04/18/2024	EFT	Vantage Custom Classics Inc DBA Vanatage Apparel	685.22
8868	04/23/2024	EFT	WageWorks, INC	2,200.30
8821	04/16/2024	EFT	WageWorks, INC	738.41
8869	04/23/2024	EFT	Wedco, Inc.	394.45

**Total EFT 522,148.48**

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT
11822226	04/16/2024	PRINTED	Acushnet Company	10,091.84
11822295	04/25/2024	PRINTED	Acushnet Company	723.89
11822268	04/23/2024	PRINTED	Advanced Scoreboards, LLC	2,550.00
11822145	04/04/2024	PRINTED	Alpine Septic and Plumbing, Inc.	3,375.00
11822248	04/18/2024	PRINTED	American Red Cross	147.00
11822270	04/23/2024	PRINTED	American Red Cross	103.00
11822271	04/23/2024	PRINTED	Anixter Inc	987.53
11822297	04/25/2024	PRINTED	AT&T	27,383.31
11822274	04/23/2024	PRINTED	AT&T	2,161.38
11822227	04/16/2024	PRINTED	AT&T (U-Verse)	128.56
11822181	04/09/2024	PRINTED	AT&T Mobility - PAY ONLINE	1,967.98
11822298	04/25/2024	PRINTED	Badger Meter, Inc.	2,102.40
11822228	04/16/2024	PRINTED	Bear League	250.00
11822146	04/04/2024	PRINTED	CA State Disbursement Unit	343.95
11822293	04/23/2024	PRINTED	CA State Disbursement Unit	343.95
11822249	04/18/2024	PRINTED	Cinderlite Trucking Corp	418.90
11822147	04/04/2024	PRINTED	Cinderlite Trucking Corp	150.50
11822182	04/09/2024	PRINTED	Cinderlite Trucking Corp	116.74
11822148	04/04/2024	PRINTED	CIT Group Com Svcs-CHASE 54/Innovated Apparel	1,374.22
11822250	04/18/2024	PRINTED	Creative Coverings	771.00
11822275	04/23/2024	PRINTED	DirecTV, Inc.	430.97
11822299	04/25/2024	PRINTED	DirecTV, Inc.	400.30
11822184	04/09/2024	PRINTED	Ecolab Inc.	524.72
11822252	04/18/2024	PRINTED	Eric Freistroffer	154.10
11822276	04/23/2024	PRINTED	Ewing Irrigation Products	311.52
11822251	04/18/2024	PRINTED	E-Z-Go Textron	10,640.04
11822253	04/18/2024	PRINTED	F.W. Carson Co.	131.00

Check Register, continued

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT
11822269	04/23/2024	PRINTED	Fairways & Greens Golf Accessories Inc	379.98
11822229	04/16/2024	PRINTED	Fast Glass	820.00
11822185	04/09/2024	PRINTED	Ferguson Waterworks - 1423	22,848.00
11822204	04/11/2024	PRINTED	Ferguson Waterworks - 1423	160,650.00
11822149	04/04/2024	PRINTED	Finest Fence LLC	1,004.52
11822150	04/04/2024	PRINTED	First Nonprofit Companies, Inc.	53,175.00
11822151	04/04/2024	PRINTED	Flyers Energy LLC	17,151.55
11822254	04/18/2024	PRINTED	Flyers Energy LLC	13,582.63
11822205	04/11/2024	PRINTED	Flyers Energy LLC	5,927.15
11822300	04/25/2024	PRINTED	Flyers Energy LLC	3,497.32
11822186	04/09/2024	PRINTED	Flyers Energy LLC	1,055.26
11822230	04/16/2024	PRINTED	Foray Golf Co	2,594.90
11822277	04/23/2024	PRINTED	Galvin and Mathews FBA Inc	459.00
11822278	04/23/2024	PRINTED	GGblue, LLC	2,099.18
11822301	04/25/2024	PRINTED	Gierlich-Mitchell, INC	5,474.05
11822206	04/11/2024	PRINTED	Grainger, Inc.	3,738.35
11822302	04/25/2024	PRINTED	Grainger, Inc.	1,217.41
11822231	04/16/2024	PRINTED	Grainger, Inc.	1,105.48
11822152	04/04/2024	PRINTED	Grainger, Inc.	466.56
11822255	04/18/2024	PRINTED	Grainger, Inc.	392.53
11822256	04/18/2024	PRINTED	Granite Construction Company	193.50
11822153	04/04/2024	PRINTED	Greg Norman/Tharanco Lifestyles LLC	3,014.04
11822207	04/11/2024	PRINTED	Greg Norman/Tharanco Lifestyles LLC	1,734.97
11822154	04/04/2024	PRINTED	Hach Co.	142.78
11822257	04/18/2024	PRINTED	High Sierra Patrol, Inc.	2,547.08
11822208	04/11/2024	PRINTED	Howard Beckerman	164.10
11822279	04/23/2024	PRINTED	Hunt & Sons Inc.	1,164.75
11822155	04/04/2024	PRINTED	Hyatt Regency Lake Tahoe	18,128.72
11822280	04/23/2024	PRINTED	Inclined Spirits Incorporation	4,461.05
11822156	04/04/2024	PRINTED	Jeffrey Baughman	5.49
11822157	04/04/2024	PRINTED	Joseph Scott	160.80
11822281	04/23/2024	PRINTED	Kassbohrer All Terrain Vehicles, Inc.	3,431.48
11822209	04/11/2024	PRINTED	Kassbohrer All Terrain Vehicles, Inc.	3,086.10
11822258	04/18/2024	PRINTED	Kassbohrer All Terrain Vehicles, Inc.	2,420.47
11822187	04/09/2024	PRINTED	Kassbohrer All Terrain Vehicles, Inc.	775.19
11822232	04/16/2024	PRINTED	Kristen Ferrall	1,000.00
11822233	04/16/2024	PRINTED	Laird International Corp	2,367.53
11822159	04/04/2024	PRINTED	Lee Joseph, Inc.	2,561.82
11822188	04/09/2024	PRINTED	Linksoul	2,190.10
11822282	04/23/2024	PRINTED	Lohla Sport, LLC	2,864.98
11822210	04/11/2024	PRINTED	Loomis Holding US, Inc DBA Loomis Armored US, Inc	777.24
11822189	04/09/2024	PRINTED	Mary E. Sinnott	960.00
11822234	04/16/2024	PRINTED	Michael Hohl Motor Company	917.49
11822283	04/23/2024	PRINTED	Michael Hohl Motor Company	122.73
11822158	04/04/2024	PRINTED	MidwestMotor Supply Co. Inc.	716.45
11822259	04/18/2024	PRINTED	Motion Industries	772.51
11822160	04/04/2024	PRINTED	Mountain Hardware and Sports Incline Village, INC	2,894.83
11822260	04/18/2024	PRINTED	MSC Industrial Supply Co.	87.66
11822261	04/18/2024	PRINTED	Nevada Association of Employers	2,395.00
11822262	04/18/2024	PRINTED	Nevada Division of State Lands	2,500.00
11822235	04/16/2024	PRINTED	North Tahoe Business Association	600.00
11822305	04/25/2024	PRINTED	Northern Nevada Public Health	1,405.00
11822211	04/11/2024	PRINTED	Nutrien AG Solutions INC	1,050.00
11822212	04/11/2024	PRINTED	NV Energy	4,183.79
11822306	04/25/2024	PRINTED	NV Energy	76,135.36
11822213	04/11/2024	PRINTED	Office Depot	446.38

## Check Register, continued

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT
11822191	04/09/2024	PRINTED	Office Depot	315.64
11822214	04/11/2024	PRINTED	Olin Finance Company LLC	13,774.06
11822161	04/04/2024	PRINTED	Operating Eng Local Union #3 (DUES)	1,794.00
11822162	04/04/2024	PRINTED	Operating Engineers Trust Fund	11,993.32
11822263	04/18/2024	PRINTED	O'Reilly Automotive Stores, Inc	304.95
11822190	04/09/2024	PRINTED	O'Reilly Automotive Stores, Inc	23.23
11822307	04/25/2024	PRINTED	Owen Equipment Co.	772.22
11822288	04/23/2024	PRINTED	Perry Ellis International INC	3,475.07
11822192	04/09/2024	PRINTED	Peter Millar LLC	2,761.82
11822215	04/11/2024	PRINTED	Petty Cash - Admin	1,275.00
11822236	04/16/2024	PRINTED	Rainbow Printing & Office Supplies, Inc.	1,054.25
11822264	04/18/2024	PRINTED	Rainbow Printing & Office Supplies, Inc.	995.94
11822284	04/23/2024	PRINTED	Rainbow Printing & Office Supplies, Inc.	336.35
11822237	04/16/2024	PRINTED	Reno Disposal/Db:Waste Management of Nevada	527.18
11822265	04/18/2024	PRINTED	Reno Disposal/Db:Waste Management of Nevada	465.22
11822238	04/16/2024	PRINTED	Rexel USA, Inc	2,155.49
11822239	04/16/2024	PRINTED	Rich and Maria Urso	765.69
11822163	04/04/2024	PRINTED	Robert Flynn	101.84
11822241	04/16/2024	PRINTED	Robert Klein	1,802.50
11822242	04/16/2024	PRINTED	Robert Olsen	80.00
11822266	04/18/2024	PRINTED	Ryan Salm	1,000.00
11822243	04/16/2024	PRINTED	Shelby Liddicoet	146.06
11822193	04/09/2024	PRINTED	SHI International Corp.	4,160.00
11822194	04/09/2024	PRINTED	Shred-IT USA	72.00
11822285	04/23/2024	PRINTED	Sierra Filtration Products Inc	830.71
11822244	04/16/2024	PRINTED	Sierra Pacific Turf Supply, Inc.	2,442.68
11822195	04/09/2024	PRINTED	SilverBlu Media LLC	290.00
11822286	04/23/2024	PRINTED	Simplot Partners	5,800.00
11822196	04/09/2024	PRINTED	Snoquip	2,693.54
11822245	04/16/2024	PRINTED	Sof'Fall	2,939.30
11822216	04/11/2024	PRINTED	Southwest Gas	49,558.07
11822164	04/04/2024	PRINTED	State Coll & Disb Unit-SCADU	1,185.08
11822294	04/23/2024	PRINTED	State Coll & Disb Unit-SCADU	1,185.08
11822165	04/04/2024	PRINTED	State Of Nevada / Bureau of Safe Drinking Water	5,063.00
11822287	04/23/2024	PRINTED	Store Supply Warehouse, Inc.	208.85
11822166	04/04/2024	PRINTED	Summit Golf Brands	2,261.59
11822289	04/23/2024	PRINTED	Tahoe Workz Snow Removal Services	23,000.00
11822167	04/04/2024	PRINTED	Tholl Fence, Inc	3,631.00
11822217	04/11/2024	PRINTED	Tiffany Strangio	268.00
11822218	04/11/2024	PRINTED	Travis Mathew Apparel, LLC	3,932.50
11822290	04/23/2024	PRINTED	Travis Mathew Apparel, LLC	2,263.46
11822308	04/25/2024	PRINTED	Travis Mathew Apparel, LLC	153.60
11822219	04/11/2024	PRINTED	Turtleson	2,482.98
11822168	04/04/2024	PRINTED	USABluebook (Utility Supply of America)	1,173.00
11822291	04/23/2024	PRINTED	USABluebook (Utility Supply of America)	437.64
11822197	04/09/2024	PRINTED	USGA Club Membership	150.00
11822272	04/23/2024	PRINTED	Vestis	3,271.23
11822203	04/11/2024	PRINTED	Vestis	63.98
11822296	04/25/2024	PRINTED	Vestis	22.49
11822246	04/16/2024	PRINTED	W & T Graphix	120.00
11822169	04/04/2024	PRINTED	Walsh Odyssey Engineering Ltd	7,800.00
11822292	04/23/2024	PRINTED	Washoe County	100.00
11822267	04/19/2024	PRINTED	Washoe County Community Services Dept	105.00
11822172	04/04/2024	PRINTED	Waste Mgmt Lockwood (refuse)	3,850.07
11822247	04/16/2024	PRINTED	Waste Mgmt Lockwood (refuse)	983.32
11822220	04/11/2024	PRINTED	Western Nevada Supply	2,821.32

Check Register, continued

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT
11822221	04/11/2024	PRINTED	Zachary McCreight	391.28
11822198	04/09/2024	PRINTED	Zachary Stephens	32.16
<b>Total Printed Checks</b>				<b>695,764.82</b>
<b>Total EFT and Printed Checks</b>				<b>1,217,913.30</b>



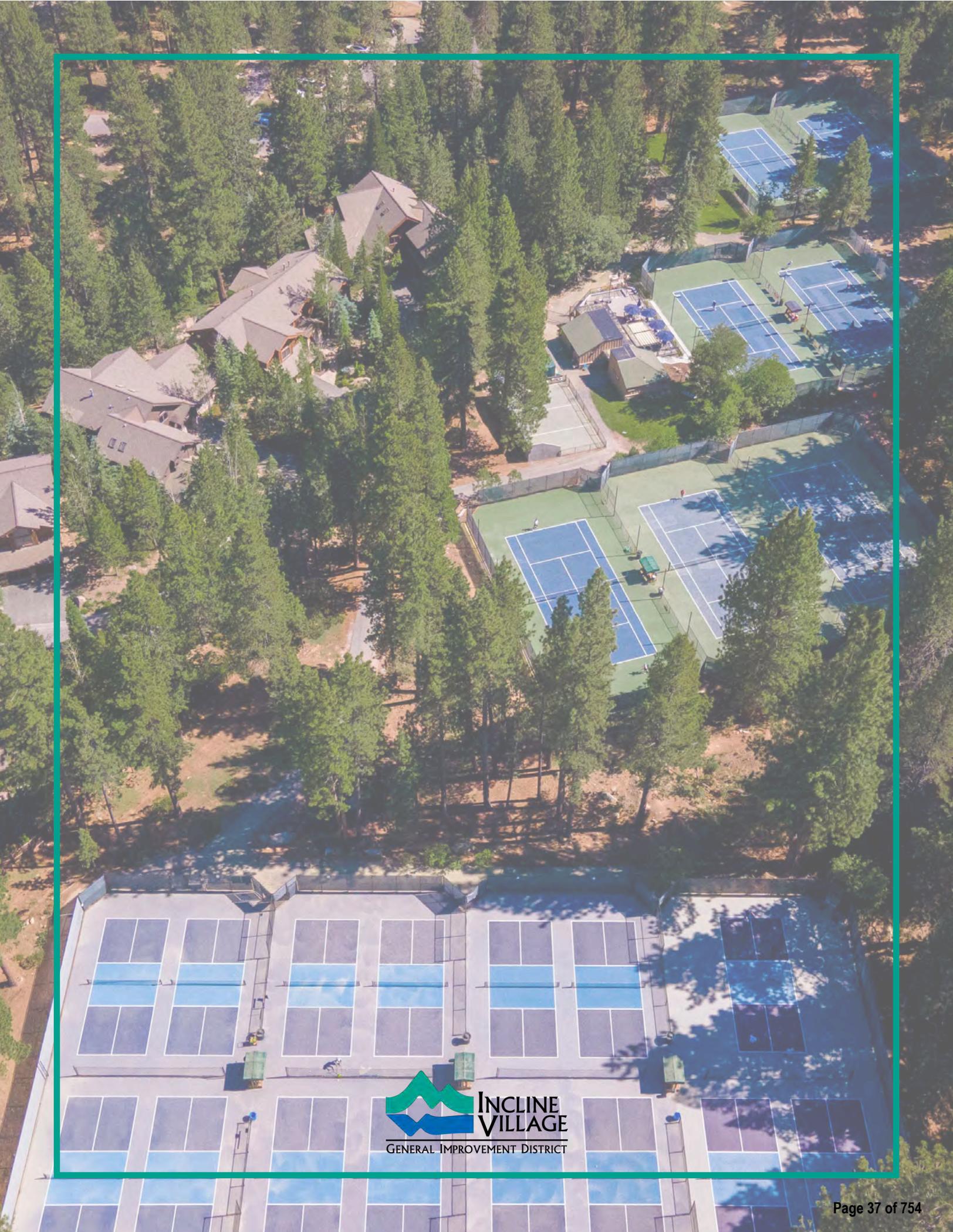
# APPENDIX C

## PROCUREMENT CARD TRANSACTIONS

Cardholder First Name	Cardholder Last Name	Amount	Supplier	Description
Rich	Allen	662.49	Sp Ordertrailerparts	Repair Parts
Rich	Allen	710.60	Simple Tire	Repair Parts
Rich	Allen	1,512.56	Ebay O*22-11377-88425	Repair Parts
Pandora	Bahlman	17.94	Incline Village Gro	Supplies for coffee bar
Pandora	Bahlman	44.97	Raley S #113	Supplies for Rec Center lobby
Pandora	Bahlman	119.66	Spectrum	Services
Pandora	Bahlman	132.78	Samsclub.Com	Food for resale
Pandora	Bahlman	163.18	Samsclub.Com	Food for resale
Pandora	Bahlman	241.00	Tst* Sunshine Deli & Cate	Refreshments for Dance program recital
Pandora	Bahlman	333.00	Wf* Wayfair3601001433	Furniture
Pandora	Bahlman	645.94	Full Source, Llc	Beach Uniforms
Darel	Barlow	929.00	Uplift Desk	Standing Desk
Matthew	Belote	(50.00)	Best Buy Co 00026492	Rebate on pricematch for Dell Monitor
Matthew	Belote	30.00	Msft * E0100rwwtv	Office 365 Licensing
Matthew	Belote	111.87	Golden Nugget Hotel Lv	1 Night Hotel Stay for Nutanix Training - Mike Gove
Matthew	Belote	111.87	Golden Nugget Hotel Lv	2 Night Hotel Stay for Nutanix Training - Matt Belote
Matthew	Belote	193.20	Msft * E0100rwtjt	Office 365 Licensing
Matthew	Belote	209.49	Ebay O*09-11432-84381	MiniDSP USBStreamer B Toslink ADAT / SPDIF Audio Interface
Matthew	Belote	299.96	Southwes	Airline Tickets for Nutanix Training - Mike Gove
Matthew	Belote	299.96	Southwes	Airline Tickets for Nutanix Training - Matt Belote
Matthew	Belote	499.98	Bestbuycom806929407501	Dell Monitors 34"
Matthew	Belote	633.51	Timemachine	Board Room Synced POE Timers
Matthew	Belote	1,499.95	Bestbuycom806928774527	Dell Monitors 34"
Ivgid	Bldg	39.81	Zoro Tools Inc	Box Extension
Ivgid	Bldg	61.62	Zoro Tools Inc	Box Extension
Ivgid	Bldg	126.96	Pacific Flooring Supply	Building Materials
Ivgid	Bldg	189.72	Sp Elite Gates	Gates
Ivgid	Bldg	219.55	The Home Depot 3312	Building Materials
Ivgid	Bldg	334.80	Prolighting	Lights
Ivgid	Bldg	366.59	Buildasign	Parking signs
Ivgid	Bldg	434.88	Prolighting	Lights
Ivgid	Bldg	441.57	Mastercraft Hardwood	Building Materials
Ivgid	Bldg	880.44	Fry Specialty	Multi Adapter kit
Tim	Buxton	13.99	Raley S #113	Expense charged in error - reimbursed amount.
Jeff	Clouthier	295.00	Golf Course Superintende	Renewal of 5 year certification for Jeff as a Certified Golf Course
Jeff	Clouthier	300.00	McCord Golf Safety	Golf course safety and training video subscription
Gwynne C	Cunningham	50.51	American Red Cross	Long Fellows Whales Tales Stickers (updated for 2024) for swim lessons/water safety education
Gwynne C	Cunningham	83.00	Sp Swimoutlet.Com	Fanny packs for lifeguards
Gwynne C	Cunningham	96.00	Sp Swimoutlet.Com	CPR masks for lifeguards
Gwynne C	Cunningham	144.00	Sp Swimoutlet.Com	Swim Fins for programs (swim team/swim lessons/swim clinics)
Madonna	Dunbar	(7.54)	Sp Green Paper Prd	Tax removed - supplies for taste tests
Madonna	Dunbar	41.79	Pak Mail Center 071	Customers x3 - shipping - water bottle requests
Madonna	Dunbar	63.09	The Webstaurant Store Inc	New glass water stand for taste test
Madonna	Dunbar	69.05	Tahoe Central Marke	Take out lunches for staff Earth Day NLT 4/20/24
Madonna	Dunbar	83.52	Tst* Artemis Lakefront Ca	Take out lunches for staff Earth Day SLT 4/27/24
Madonna	Dunbar	98.77	Sp Green Paper Prd	Supplies for taste tests
Madonna	Dunbar	64.43	In *one Boat, Inc.	Monthly web ads Tahoe tap/bearsmart
Madonna	Dunbar	64.44	In *one Boat, Inc.	Monthly web ads Tahoe tap/bearsmart
Madonna	Dunbar	287.00	Sticker Mule	Drink Tahoe Tap stickers - 2 styles
Madonna	Dunbar	303.00	Sticker Mule	Drink Tahoe Tap stickers - 2 styles
Madonna	Dunbar	321.00	American Water Works Asso	AWWA membership renewal - M Dunbar
Madonna	Dunbar	375.00	Sierra Mobile Storage	E-Waste Storage container delivery and rental month 1
Erin	Feore	12.00	Calendly	Monthly subscription
Samantha	Gough	131.94	Pp*adobe Inc Adobe	use of Photoshop, for sign creation, map making and other graphic jobs
Samantha	Gough	131.94	Pp*adobe Inc Adobe	use of Photoshop, for sign creation, map making and other graphic jobs
Samantha	Gough	290.51	The Home Depot #3309	Safety Supplies
Lisa	Hoopes	160.00	Jobs Available Inc	Online Job Listing Sr. Engineer
Lisa	Hoopes	240.00	Jobs Available Inc	Online Job Listing SCADA Technician
Lisa	Hoopes	315.00	Paypal	Online Job Listing CWEA for Sr. Engineer
Lisa	Hoopes	315.00	Paypal	Online Job Listing CWEA for SCADA Technician
Lisa	Hoopes	349.00	Ihire, Llc	Online Job Listing Sr. Accountant
Lisa	Hoopes	495.00	Vsp*dice Career Solutions	Online Job Listing Dice for SCADA Technician
Lisa	Hoopes	499.00	Ziprecruiter, Inc.	Online job listing multi job sites Sr. Accountant
Lisa	Hoopes	499.00	Yourmembership	Online Job Listing AWWA SCADA Technician
Lisa	Hoopes	715.26	Caesars Hotel & Casino	Balance due SHRM Talent Conference & Expo 2024 for Lodging
Ivgid	It Dept	23.17	Dnh*godaddy.Com	Domain Renewal - InclineCounty.org
Ivgid	It Dept	77.01	American Air	Air Travel - Tyler Connect Conference
Ivgid	It Dept	77.01	American Air	Air Travel - Tyler Connect Conference
Food And Bev	Ivgid	0.24	Currency Conversion Fee	Overseas transaction fee for Screencloud,
Food And Bev	Ivgid	0.24	Currency Conversion Fee	Overseas transaction fee for Screencloud,
Food And Bev	Ivgid	0.48	Currency Conversion Fee	Overseas transaction fee for Screencloud,

Cardholder First Name	Cardholder Last Name	Amount	Supplier	Description
Food And Bev	Ivgid	0.48	Currency Conversion Fee	Overseas transaction fee for Screencloud,
Food And Bev	Ivgid	1.68	Currency Conversion Fee	Overseas transaction fee for Screencloud,
Food And Bev	Ivgid	24.00	Screencloud	Digital screens for district
Food And Bev	Ivgid	24.00	Screencloud	Digital screens for district
Food And Bev	Ivgid	28.95	Pandora For Business B	Pandora for Facilities
Food And Bev	Ivgid	28.95	Pandora For Business B	Pandora for Grille
Food And Bev	Ivgid	28.95	Pandora For Business B	Banquets food
Food And Bev	Ivgid	28.95	Pandora For Business B	Pandora for Snowflake
Food And Bev	Ivgid	28.95	Pandora For Business B	Pandora for Loft Bar
Food And Bev	Ivgid	48.00	Screencloud	Digital screens for district
Food And Bev	Ivgid	48.00	Screencloud	Digital screens for district
Food And Bev	Ivgid	50.49	Chefstore 7520	Banquets food
Food And Bev	Ivgid	121.72	Ntrest Servsafe	Serv Safe Renewal for Brittany Young and Garrett Florea
Food And Bev	Ivgid	121.72	Ntrest Servsafe	Serv Safe Renewal for Brittany Young and Garrett Florea
Food And Bev	Ivgid	168.00	Screencloud	Digital screens for district
Food And Bev	Ivgid	299.00	Flapjack	New menu software for Grille
Food And Bev	Ivgid	517.89	Bed Bath & Beyond	New shelves for Grille interior dining room
Bryan	Kambitsch	75.00	Office Of Water Programs	water operator cert
Bryan	Kambitsch	217.50	Automationdirect.Com	Parts
Hudson	Klein	40.00	Pe Stamps	NV professional Engineer stamp
Chris	Lavery	1.99	Google *google Storage	Google Coud Storage - April 2024
Chris	Lavery	12.46	Adobe *adobe	Additional Adobe License
Chris	Lavery	12.46	Adobe *adobe	Additional Adobe License
Chris	Lavery	22.17	Dnh*godaddy.Com	Domain Renewal - ivgidordinance7.com
Chris	Lavery	23.00	Eig	Constant Contact License - April 2024
Chris	Lavery	49.00	Livestream.Com	Livestream License - April 2024
Chris	Lavery	299.00	Zoom.Us 888-799-9666	Licenses
Chris	Lavery	20.00	Zoom.Us 888-799-9666	Licenses
Chris	Lavery	20.00	Zoom.Us 888-799-9666	Licenses
Chris	Lavery	824.53	Adobe *adobe	Adobe Licenses - April 2024
Jennifer L	Moore	21.46	Raley S #113	Senior Programs Conversation Café
Jennifer L	Moore	112.73	Mofos Pizza Pasta Inc	Senior Programs Snowshoe Lunches
Jennifer L	Moore	17.96	Costco Whse #0127	Rec Ctr Coffee Service
Jennifer L	Moore	116.83	Costco Whse #0127	Senior Programs Conv Café
Jennifer L	Moore	9.98	Costco Whse #0127	Vets Club
Kathryn	Nelson	1,350.00	Cad Masters, Inc.	AutoCAD training for R. McLean
Steven	Phillips	40.77	Appointment-Plus/Stormsou	Scheduling Software
Steven	Phillips	79.00	Appointment-Plus/Stormsou	Scheduling Software
Steven	Phillips	61.50	Intrnl Playground Safety	Latest standards for playground safety.
Steven	Phillips	61.50	Intrnl Playground Safety	Latest standards for playground safety.
Kaylen	Prior	47.71	Sp Engrave Me This	Name Tags
Kaylen	Prior	372.20	Phenova Inc	WS Source Water/WP Micro Quantitative
Kaylen	Prior	422.10	Phenova Inc	WP Demand/Solids/Residual Chlorine/pH
Kaylen	Prior	424.10	Phenova Inc	WP pH/Residual Chlorine/Turbidity/Solids
Kaylen	Prior	520.78	Phenova Inc	WP Micro Quantitative/WS Micro Presence/Absence
Kaylen	Prior	645.16	Sheraton	CWEA Conference
Kaylen	Prior	645.16	Sheraton	CWEA Conference
Paul A	Raymore	(545.00)	Northstar Travel Media	Refund for discounted attendance at Mountain Travel Symposium that was not originally applied upon purchase. No receipt for this refund provided, but receipt for original purchase is attached to email.
Paul A	Raymore	18.00	Ballys Lake Tahoe Parking	Parking fees for attendance at Travel Nevada's Rural Roundup
Paul A	Raymore	29.99	Dronelink	Conference in South Lake Tahoe
Paul A	Raymore	29.99	Adobe *adobe	Drone mapping software
Paul A	Raymore	43.97	Travel Traders #3160	Adobe Stock royalty-free music and video license for Video/Photo
Paul A	Raymore	59.99	Adobe *adobe	Lunch for staff attending Mountain Travel Symposium
Paul A	Raymore	59.99	Adobe *adobe	Adobe Creative Cloud software license - Marketing Manager
Paul A	Raymore	100.00	Nv Tourism	Adobe Creative Cloud software license - Video/Photo Production
Paul A	Raymore	100.00	Nv Tourism	Travel Nevada Rural Roundup conference attendance - Marketing
Paul A	Raymore	100.00	Mailchimp	Travel Nevada Rural Roundup conference attendance - Marketing
Paul A	Raymore	100.00	Mailchimp	Monthly Mailchimp email marketing fees, split between Golf (Champ), Golf (Mt), and Parks & Rec marketing operations accounts
Paul A	Raymore	50.00	Mailchimp	Monthly Mailchimp email marketing fees, split between Golf (Champ), Golf (Mt), and Parks & Rec marketing operations accounts
Paul A	Raymore	146.00	Mailchimp	Monthly Mailchimp email marketing fees, split between Golf (Champ), Golf (Mt), and Parks & Rec marketing operations accounts
Paul A	Raymore	1,990.00	Northstar Travel Media	Conference registration fees for Mountain Travel Symposium for Marketing Manager and Marketing Coordinator
Jaclyn M	Ream	18.25	Ballys Lake Tahoe Parking	Parking - Rural Roundup conference
Jaclyn M	Ream	18.25	Ballys Lake Tahoe Parking	Parking - Rural Roundup conference
Jaclyn M	Ream	24.47	The Arc At Gold Coast	Food - Mountain Travel Symposium conference
Jaclyn M	Ream	59.99	Adobe *800-833-6687	Monthly Adobe subscription

Cardholder First Name	Cardholder Last Name	Amount	Supplier	Description
Ronnie	Rector	92.10	California Water Environ	Prorated CWEA membership, through 8/31/24
Ronnie	Rector	338.05	Gan-Nv-Ut Localiq Adv2	Ad of bid, SPS 5 wetwell & manhole project
Ronnie	Rector	366.34	Column Public Notice	Ad of bid, Tyner way pavement repairs.
Ronnie	Rector	1,300.00	Paypal	NEXGEN user Conference Fee
Diana	Robb	(1.60)	Canva* I04119-59077189	Business cards sales tax credit
Diana	Robb	1.50	Tyl*washoe Co Serv Fee	Lien Recording Fees
Diana	Robb	0.21	Tyl*washoe Co Serv Fee	Lien Recording Fees
Diana	Robb	9.44	Usps Po 3117610450	Lien notice certified mail
Diana	Robb	21.00	Canva* I04119-59077189	Meter Tech Business Cards
Diana	Robb	42.00	Canva* I04131-69965324	PW Admin Business Cards
Diana	Robb	43.00	Washoe Cnty	Lien Recording Fees
Diana	Robb	1,200.15	Appointment-Plus/Stormsou	Annual Fee
Troy	Sanders	60.54	Eb Portuguese Grammar	Unauthorized - refund in progress
Ivgid	Ski	13.99	Disney Plus	Streaming video services
Ivgid	Ski	19.99	Adobe *adobe	Document editing suscription
Ivgid	Ski	19.99	Adobe *adobe	Document editing suscription
Ivgid	Ski	28.95	Pandora For Business B	Streaming music services
Ivgid	Ski	60.00	Msf * E0800ru99y	Sharepoint for internal dept communication and documentation
Ivgid	Ski	150.00	Psia Western Division	Spring Conference Ski instructor
Ivgid	Ski	350.00	California Ski Industry	Registration for LMOE Conference
Ivgid	Ski	425.41	Pga Frisco Front Desk	Charge will be refunded
Ivgid	Ski	425.41	Pga Frisco Front Desk	Charge will be refunded
Ivgid	Ski	425.41	Pga Frisco Front Desk	Charge will be refunded
Ivgid	Ski	476.20	American Air	Flight for NSAA Conference
Ivgid	Ski	476.20	American Air	Flight for NSAA Conference
Ivgid	Ski	850.82	Pga Frisco Front Desk	Hotel for NSAA Conference
Ivgid	Ski	1,276.23	Pga Frisco Front Desk	Hotel for NSAA Conference
Ivgid	Ski	1,700.00	National Ski Areas Associ	NSAA Conference Registration
Ivgid	Ski	2,819.43	Harken Inc	Operating Supplies
Ivgid	Ski	3,180.00	Timberline Lodge	Lodging for Cutter's Camp
Brooke	Smith-La Fata	(67.50)	Pst*enviro Safety	Wide area vacuum tax refund
Brooke	Smith-La Fata	19.99	Google *google Storage	Google storage annual
Brooke	Smith-La Fata	19.99	Adobe *adobe	Adobe Pro
Brooke	Smith-La Fata	404.90	Pst*enviro Safety	Wide area vacuum repair
Curtis G	Trujillo	15.01	Fadv Drug Testing	Administration fees for random drug testing pool
Curtis G	Trujillo	69.50	Tahoe Forest Hospital Dis	Random Drug Testing Pool – DOT
Curtis G	Trujillo	69.50	Tahoe Forest Hospital Dis	Random Drug Testing Pool – DOT
Curtis G	Trujillo	69.50	Tahoe Forest Hospital Dis	Random Drug Testing Pool – DOT
Curtis G	Trujillo	69.00	Tahoe Forest Hospital Dis	Random Drug Testing Pool – DOT
Curtis G	Trujillo	108.50	Tahoe Forest Hospital Dis	Random Drug Testing Pool – DOT
Curtis G	Trujillo	138.50	Tahoe Forest Hospital Dis	Random Drug Testing Pool – DOT
Curtis G	Trujillo	337.65	Enerspect Medical Soluti	Emergency kits to go with AED's
Curtis G	Trujillo	464.71	Uline	Standup desk for employee
Sarah G	Vidra	75.00	Awwa.Org	CEUs
Sarah G	Vidra	239.88	Adobe *adobe	for document editing
Jim E	Youngblood	25.00	California Water Environ	CEUs
Jim E	Youngblood	38.00	California Water Environ	CEUs
Jim E	Youngblood	50.00	California Water Environ	CEUs
Jim E	Youngblood	50.00	California Water Environ	CEUs
Jim E	Youngblood	50.00	California Water Environ	CEUs
<b>Total</b>		<b>48,384.26</b>		





Incline Village General Improvement District  
Attn: Brad Underwood, Director of Public Works

August 2, 2021

Dear Brad,

Please accept this letter as acknowledgement that the 2004 Cooperative Agreement between the North Lake Tahoe Fire Protection District (NLTFPD) and the Incline Village General Improvement District for defensible space services on IVGID lands, continues to be in effect as of the above date.

The NLTFPD Staff and Board appreciate this partnership as does the communities of Incline Village and Crystal Bay. We acknowledge that the amount spent has increased to up to two hundred thousand dollars (\$200,000) each year.

If at any time you wish for the NLTFPD team to present to the IVGID Board of Trustees, please do not hesitate to let us know and we can certainly do so at a mutually acceptable date and time.

Respectfully,

A handwritten signature in blue ink, appearing to read "Ryan Sommers", is written over a light blue horizontal line.

Ryan Sommers  
Fire Chief

North Lake Tahoe  
Fire Protection  
District

866 Oriole Way  
Incline Village, NV  
89451

775/831-0351  
Fax 775/831-2072  
www.nltfpd.net

Ryan Sommers  
Fire Chief

COOPERATIVE AGREEMENT BETWEEN THE  
NORTH LAKE TAHOE FIRE PROTECTION DISTRICT AND THE  
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

THIS COOPERATIVE AGREEMENT made this 9<sup>th</sup> day of June, 2004, is entered into pursuant to the provisions of Chapter 277 of Nevada Revised Statutes, by and between the North Lake Tahoe Fire Protection District, ("NLTFPD"), a Nevada political subdivision, and the Incline Village General Improvement District ("IVGID"), a Nevada political subdivision, as follows:

W I T N E S S E T H

Whereas, both NLTFPD and IVGID encompass the same territory and serve the same Customers and share the same concerns regarding prevention of a major forest fire and the preservation of a healthy environment, and;

Whereas, NLTFPD maintains a seasonal handcrew and all necessary equipment to perform prescription burning and wildland fuel reduction tasks within and adjacent to both Districts, and has cooperated with IVGID in the past and performed wildland fuel reduction work on public property under IVGID's control; and

Whereas this Cooperative Agreement between these two agencies is intended to more clearly define the responsibilities, scope, and methods of reimbursement.

NOW, THEREFORE, for valuable consideration, including the covenants contained herein, the parties agree as follows:

1. NLTFPD agrees to perform wildland fuels treatment work on public property owned by IVGID under the direction of its public works director and/or his/her designee. IVGID agrees to pay NLTFPD up to \$25,000 during the NLTFPD/IVGID fiscal year 2004/2005 or the total amount of direct costs expended by NLTFPD for the implementation of the Annual Plan, not including personnel expenses for regular year-round NLTFPD personnel, whichever is less

for the first year of this agreement..

2. Thereafter, NLTFPD agrees to furnish IVGID Public Works Director and/or his/her designee an Annual Plan by April each year that specifies the area to be worked on, the types of work to be performed, an estimate of acreage for each project, a timetable, a man-hour estimate, and a projected cost total. A summary report will be presented to the IVGID Board. The approved budget for the next succeeding year will be acted upon by the IVGID Board at that time. IVGID shall be responsible only for such costs and other matters as it has approved in writing, including written approval of the Annual Plan.

3. NLTFPD agrees to furnish copies of all documentation, information, and permits related to the work performed.

4. The cost of preparation of the prescription burn plan shall be borne by NLTFPD.

5. Billing will be submitted at the end of each burn season accompanied by the proper documentation and, if accepted, shall be paid thirty (30) days from receipt. Costs for other suppression personnel and equipment shall be borne by NLTFPD.

6. NLTFPD further agrees to be responsible for the supervision of the handcrew and equipment, as well as all costs of employment. NLTFPD will cover their personnel and equipment through their insurance carriers during all activities. NLTFPD will process all claims of damage to property or injuries.

7. This Agreement will become effective on the date of approval by both Districts, and will remain in effect until such time that it is cancelled. Both Districts will have an opportunity to review the progress of such Agreement and, if necessary, mutually agree to renew, continue, amend, or dissolve such Agreement.

8. At any time during this Agreement, NLTFPD or IVGID may cancel this

Agreement, provided that the District wishing to cancel the Agreement gives the other District thirty (30) days written notice.

9. NLTFPD and IVGID shall each procure and maintain insurance for protection from claims under workers' compensation acts, employer's liability claims, claims for damages because of bodily injury, including personal injury, sickness or disease or death of any and all employees, or of any person other than such employees, and from claims or damages because of injury to or destruction of property, including loss of use resulting therefrom.

10. IVGID shall provide access to IVGID properties to the NLTFPD seasonal handcrews, equipment, and supervising personnel for the purposes addressed herein.

11. All claims, disputes, and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, shall be decided by binding arbitration, in accordance with the Arbitration Rules of the American Arbitration Association (AAA). Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association (AAA). The demand shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations. The prevailing party under the dispute shall be entitled to reasonable attorney's fees together with other reasonable costs.

12. IVGID agrees to defend, indemnify and hold NLTFPD and each of its officers, employees, agents and representatives from any claims, damage, liability or costs (including reasonable attorneys' fees and costs of defense) stemming from this agreement to the extent such claims, damage, liability or costs are caused by IVGID's negligent acts, errors or omissions or by

The negligent acts, errors or omissions of IVGID's agents, or anyone acting on behalf of or at the direction of IVGID.

NLTFPD agrees to defend, indemnify and hold IVGID and each of its officers, employees, agents and representatives harmless from any claims, damage, liability or costs (including reasonable attorneys' fees and costs of defense) stemming from this project to the extent such claims, damage, liability or costs are caused by NLTFPD's acts, errors, or omissions or by the negligent acts, errors, or omissions of the NLTFPD's agents or anyone acting on behalf of, or at the direction of, the NLTFPD.

13. The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made a part of the Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement.
14. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.
15. One or more waivers by either party of any provision, term, condition, covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
16. This Agreement is to be governed by and construed in accordance with the laws of the State of Nevada.

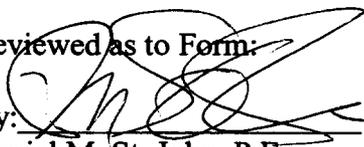
17. This Agreement, including all Exhibits, and any and all amendments, modifications, and supplements duly executed by the parties in accordance with this Agreement, govern and supersede any and all inconsistent or contradictory terms, prior oral or written representations for understandings, conditions,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

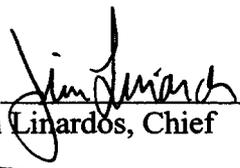
IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

INCLINE VILLAGE GENERAL  
IMPROVEMENT DISTRICT

NORTH LAKE TAHOE FIRE  
PROTECTION DISTRICT

Reviewed as to Form:

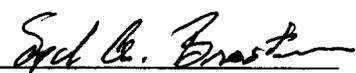
By:   
Daniel M. St. John, P.E.  
AGM, Public Works

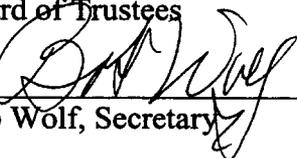
By:   
Jim Linardos, Chief

By:   
Brooks & Shaw, Ltd  
General Counsel

By:   
D.G. Menchetti, Ltd  
General Counsel

Agreed to:

By:   
Syd Brosten, Chairman  
Board of Trustees

By:   
Bob Wolf, Secretary

1  
2 INCLINE VILLAGE  
3 GENERAL IMPROVEMENT DISTRICT  
4 BOARD OF TRUSTEES  
5 SPECIAL MEETING  
6  
7  
8  
9  
10 TRANSCRIPT OF HEARING  
11 PUBLIC MEETING  
12 Live and Via Zoom  
13  
14 Held at the Boardroom  
15 893 Southwood Boulevard  
16 Incline Village, Nevada  
17  
18 Thursday, May 23, 2024  
19  
20  
21  
22  
23  
24 Reported by: Brandi Ann Vianney Smith  
25 Job Number: IVGID 40

1 APPEARANCES  
2  
3 **BOARD MEMBERS PRESENT**  
4 SARA SCHMITZ, CHAIR (via Zoom)  
5 MATTHEW DENT, VICE CHAIR (via Zoom)  
6 RAY TULLOCH, TREASURER  
7 DAVE NOBLE, MEMBER  
8  
9  
10 **ALSO PRESENT**  
11 SERGIO RUDIN, LEGAL COUNSEL  
12 HEIDI WHITE, DISTRICT CLERK  
13  
14 -o0o-  
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1 Incline Village, Nevada - 5/23/2024 - 5:00 P.M. 4  
2 -o0o-  
3  
4  
5 TRUSTEE TULLOCH: Good afternoon,  
6 everyone. Welcome to the special meeting of the  
7 Incline Village General Improvement District for May  
8 23rd, 2024. I'd like to start with the Pledge of  
9 Allegiance.  
10 A. PLEDGE OF ALLEGIANCE  
11 (Pledge of Allegiance.)  
12 B. ROLL CALL OF TRUSTEES  
13 TRUSTEE TULLOCH: And we'll do a roll call  
14 of the trustees. Chair Schmitz?  
15 CHAIR SCHMITZ: Here.  
16 TRUSTEE TULLOCH: Vice Chair Dent?  
17 TRUSTEE DENT: Here.  
18 TRUSTEE TULLOCH: Trustee Noble?  
19 Trustee Tonking?  
20 CHAIR SCHMITZ: Trustee Tonking let us  
21 know that she would not be able to make the meeting  
22 this evening.  
23 TRUSTEE TULLOCH: Okay. I see Trustee  
24 Noble just coming in the door. And myself, Ray  
25 Tulloch. We have a quorum. Moving on to initial

5

1 public comments.

2 C. INITIAL PUBLIC COMMENTS

3 TRUSTEE TULLOCH: Do we have public

4 comments in the room?

5 MR. KATZ: Good evening. Aaron Katz,

6 Incline Village. I have several statements to be

7 attached to the minutes of this meeting.

8 For those of you listening who aren't

9 here, you haven't seen that there are all sorts of

10 new packets that talk about a proposed budget.

11 My first complaint is: What was presented

12 yesterday for the board packet, I found absolutely

13 disgusting. The Board instructed staff to come up

14 with justification for overspending or to start

15 eliminating all of these grossly overspending

16 expenses, and staff did nothing, basically thumbed

17 their nose at the Board.

18 Okay. So, you board members, and I'm

19 primarily talking to Mr. Noble because the most --

20 well, he's got the experiences as the attorney, you

21 have to stop thinking that the ends justify the

22 means because that's what your staff is doing.

23 The time has come for you to live within

24 your financial means. And that means when you

25 create a budget for a fund and it's got X amount of

6

1 revenues, you don't budget to spend more than those

2 revenues. And don't come up with these phony

3 central service expenses or these phony rec fee

4 subsidies to try and make it look like you're

5 balanced. No. You come up with a balanced budget

6 exclusive of that.

7 In order to do your jobs, you need to

8 understand why IVGID exists. I'm tiring of hearing

9 we're here for the community. No, you're not here

10 for the community. You're here for the local parcel

11 owners. The county is here for the community. Let

12 the county do community work, you guys do work for

13 the local parcel owners.

14 And I'm tired of hearing that you're here

15 to perpetuate everything that has been going on here

16 in the District, like it's a charging order for you.

17 You're not here for any of that. All of this

18 stuff's been going on in the past that's wrong,

19 you're not required to continue it. And I want you

20 to put your feet down and put an end to it.

21 And you're not empowered to force your

22 neighbor to financially support your recreation or

23 to support those whose flavor-of-the-month interests

24 are special interest in town, nor you're not here to

25 support district employees' outrageous salaries and

7

1 benefits. If you can't afford to run the District,

2 it's time to end the District.

3 And you're not here for the health,

4 safety, and welfare of your community's inhabitants.

5 I've already pointed out to you NRS 318.515 says if

6 you can't do your job and you can't follow the NRS,

7 it's time to end it all. And you can't do either.

8 Thank you.

9 MS. MILLER: Good evening, Trustees.

10 First, I just wanted to echo Trustee

11 Tulloch's sentiments from the last meeting that this

12 zero-based budget doesn't resemble any zero-base

13 budget I've ever seen, and I've seen a number of

14 them in my 15 years of public service.

15 Zero-based budgets typically are very much

16 in depth, and they go through every program and

17 service that a government agency offers to give you

18 a true idea of what the costs are and how they might

19 be reduced, if possible. But I didn't see that

20 happening here. To the contrary, most of the

21 expenses went up and revenues barely remained the

22 same.

23 So, you know, I know that a zero-based

24 budget from my experience was a very labor intensive

25 task, and so it surprised me somewhat to see that

8

1 our Assistant Finance Director was going to do a

2 zero-based budget, but after seeing the result, I

3 guess it didn't really measure up to one's I've seen

4 before.

5 Then I also wanted to comment about a

6 remark made by our -- Chair Schmitz when she said

7 that she had hoped that there would be a some way to

8 look at the services and, perhaps, decide if some of

9 ones needed to be curtailed or at least provided in

10 a different manner.

11 And I don't know if anybody here recalls,

12 but some years ago -- in fact, I think it was the

13 last time we did a strategic plan from scratch -- we

14 had a consultant come in, and one of his

15 recommendations that unfortunately was never

16 followed, was to annually review every program and

17 seek out the ones that were successful and

18 acknowledge that some were not so successful,

19 neither by participation or financially, yet we

20 never seemed to have done that.

21 I hope we can do that now. And some of

22 the things mentioned, like the food and beverage or

23 the catering in particular, have not been successful

24 for years, and, perhaps, it's time to move on and

25 give some other business an opportunity. We have a

9

1 lot of entrepreneurial people in this community, and  
 2 hopefully one of them would take on the tasks.  
 3 I guess we're out of time. Good luck.  
 4 You have a monumental effort ahead.  
 5 TRUSTEE TULLOCH: Okay. Do we have any  
 6 callers on the phone?  
 7 MR. BELOTE: We do not.  
 8 TRUSTEE TULLOCH: That's the end of public  
 9 comment. Moving on to approval of the agenda.  
 10 D. APPROVAL OF AGENDA  
 11 TRUSTEE TULLOCH: Any requests for changes  
 12 in the agenda? I don't really think we can  
 13 reorganize it since we have one item on the agenda.  
 14 We'll move to general business.  
 15 E. GENERAL BUSINESS  
 16 E 1. Fiscal Year '24/'25 Budget Workshop  
 17 TRUSTEE TULLOCH: The fiscal year '24/'25  
 18 budget. Requesting staff member Assistant Director  
 19 of Finance Adam Cripps. This is coming from General  
 20 Manager Magee. For those listening in, there's been  
 21 various -- there's been multiple supplemental  
 22 information sheets, issued mainly between this  
 23 morning and this afternoon, so you won't find a lot  
 24 of these in the board packet. Hopefully they're all  
 25 online by now.

10

1 MR. MAGEE: Tonight, this is a  
 2 continuation of the budget workshop that we started  
 3 last Monday.  
 4 I wanted to start by saying what is being  
 5 requested of the Board of Trustees today? What  
 6 we're asking the Board to do is to receive the staff  
 7 recommendations. We have all of our directors here  
 8 in the bullpen. They are prepared to address the  
 9 reasons why they've made the recommendations that  
 10 they have and to answer Board questions as well.  
 11 And then we would like to receive  
 12 direction from the Board of Trustees providing us  
 13 input with any changes that you may have that may,  
 14 in some cases as we go through this presentation,  
 15 include increases, acceptance of the recommendation,  
 16 or direction to staff to cut in some various areas.  
 17 And we're hoping to receive that on a more global  
 18 level. For example, if there was a direction to cut  
 19 a specific part of a budget, could you give us a  
 20 percentage, and we would be happy to go back to the  
 21 drawing board and come back with some  
 22 recommendations at the next meeting on Tuesday.  
 23 A couple of things that I did want to  
 24 mention is when we started this process, Mr. Cripps  
 25 provided direction to all of the department heads

11

1 that in his mind -- and please correct me if I say  
 2 anything wrong here -- the zero-based budgeting  
 3 process should be taking a look at every single line  
 4 item and really truing it up as to what they  
 5 believed was accurate. In some cases we found that  
 6 lines were reduced and other ones, they were  
 7 increased. And in some places, we found that we  
 8 didn't feel things were being budgeted in the  
 9 appropriate places, and so we asked everyone to  
 10 correct those things.  
 11 And so as they went through this process,  
 12 I'll say that the budget includes contractually  
 13 required labor increases. We have provided some  
 14 supplemental information to that affect, and Mr.  
 15 Cripps will walk you through that a little bit  
 16 later. But that -- those are -- for existing filled  
 17 positions, those are contractually required, those  
 18 are not something we could have held the line on.  
 19 My first day on the job, one of the  
 20 priorities that the Board gave me was a directive to  
 21 focus on maintaining our existing amenities, and so  
 22 this budget does include increases for doing exactly  
 23 that. You saw at the last presentation, we took  
 24 several pictures of things that we would like to  
 25 start working on this year, and in order to do that,

12

1 we need the appropriations and the staff time. And  
 2 if we have the appropriations, I will certainly be  
 3 providing direction to our various departments that  
 4 we want to start focusing on cleaning some of these  
 5 items up.  
 6 The most important thing that a budget  
 7 does is it actually sets appropriations for  
 8 the year. As the Board has heard me say a number of  
 9 times: Appropriations is my legal authority to  
 10 write the check.  
 11 The one thing that I would caution the  
 12 Board is if a directive is provided to cut too far,  
 13 and we find as we start doing budget analytics and  
 14 budget monitoring throughout the year, if we're  
 15 running out of appropriations and we don't think  
 16 that we can come in under the appropriations amount  
 17 by the end of year, there's a pretty intense process  
 18 that would have to happen in order for us to have  
 19 legal authority to continue to write the checks to  
 20 provide all the services that we do.  
 21 And then, finally, I'll talk a little bit  
 22 about steps. After tonight's meeting, any input  
 23 that we receive as to changes from the Board, we  
 24 will start working on that immediately. Staff will  
 25 bring those changes back to the Board at our next

13

1 budget meeting of Tuesday, May 28th.  
 2 As I mentioned, district-wide salaries and  
 3 benefits, we are seeing a healthy increase in  
 4 salaries and benefits, and that is due primarily to  
 5 contractually required increases. Those include  
 6 items such as merit raises that are in our labor  
 7 agreements, step raises, and insurance and a number  
 8 of things, costs that do tend to go up every single  
 9 year, as well as our workers' comp increased  
 10 significant this year, as the Board heard at the  
 11 last meeting.  
 12 I'll mention that we do have some studies  
 13 planned. I've gotten a lot of feedback from  
 14 individual board members on why do some of these  
 15 things look like this, and it is my intention that  
 16 when we hire a new Parks and Recreation director, I  
 17 plan to direct that person to start looking at  
 18 operations throughout the department and why we do  
 19 some of the things that we do, and to come back with  
 20 some recommendations on do these make sense? Do  
 21 they not make sense? It's really just a high-level  
 22 overview of what we do and why.  
 23 The food and beverage study has already  
 24 started. That is in progress. I'm anticipating  
 25 that that probably will not be completed until

14

1 sometime in the first quarter of the next budget,  
 2 and we will be returning back to the Board with some  
 3 recommendations on tightening up the food and  
 4 beverage operations.  
 5 We intend to look at fleet services as  
 6 well. As we heard at the last meeting, some of the  
 7 fleet services costs appear to be a little high, and  
 8 we -- I'm not sure that any of us have a strong  
 9 understanding of why that is at this time. And so  
 10 that has been assigned to one of our staff members.  
 11 As soon as we wrap up the budget process, she will  
 12 start on that, and we'll be coming back to the Board  
 13 with some recommendations there.  
 14 The finance department has included funds  
 15 in this budget for a cost allocation plan study. It  
 16 is a best practice to dust off your cost allocation  
 17 plan every two to three years, and it's my  
 18 understanding it's been much longer than that since  
 19 the last one was done. We would like to conduct a  
 20 full, professional review from a firm, a qualified  
 21 firm that does this for municipalities and special  
 22 districts all over the country.  
 23 Public Works has included funding in their  
 24 budget for a utility rate study, and the human  
 25 resources department is intending on doing a

15

1 comparative wage rate study during this year.  
 2 So to start with the general fund,  
 3 overall, the general fund budget, budget to budget,  
 4 shows a reduction of 3.5 million, which is due  
 5 primarily to a reduction in capital costs,  
 6 professional services, and services and supplies.  
 7 Even though some of these things across the --  
 8 services and supplies across the board appear to be  
 9 higher in the general fund themselves, they are  
 10 lower.  
 11 For this year, we are recommending that  
 12 the information technology department be included in  
 13 the central services cost allocation. It makes  
 14 sense to us that each of the using departments pay  
 15 their fair share of what services are provided to  
 16 them from the information technology department.  
 17 One change that has been made since this  
 18 PowerPoint presentation was created, we are also  
 19 recommending to include the general manager's salary  
 20 in the central services costs allocation for the  
 21 exact same reasons.  
 22 General fund expenses that are currently  
 23 borne include the general manager, human resources  
 24 department, finance department, IT, risk management,  
 25 the trustee's budget -- which we'll talk about a

16

1 little bit later -- parks, and also community  
 2 relations.  
 3 For human resources, we are still  
 4 recommending three staff additions -- and we'll walk  
 5 through those in just a minute -- the meeting IT  
 6 coordinator, the community services ambassador, and  
 7 the Public Works maintenance position.  
 8 The human resources department starts on  
 9 page 122 of the board packet. Pretty standard stuff  
 10 here. What human resources will be doing over the  
 11 next year, focus on employee engagement  
 12 opportunities, retention, recruitments, and  
 13 increased internal and external training  
 14 opportunities, focus on both district-wide and  
 15 individual competencies, and a renewed focus on  
 16 district-wide risk management. We think that it's  
 17 absolutely appropriate to increase some of the focus  
 18 as currently risk management is just a small  
 19 function of what human resources is doing. And  
 20 Ms. Feore can talk to that, about why those  
 21 activities are needed to be increased.  
 22 Going into the recommended positions, the  
 23 meeting IT coordinator, if this position is approved  
 24 there's a lot of things that this person will be  
 25 doing. A couple of things that I did want to point

17

1 out specifically is that -- I think it's the third  
2 bullet point from the bottom, it says "maps video  
3 production and timing to specific agenda items."  
4 That's part of the Civic Clerk system, and one of  
5 the really cool features that Civic Clerk has is, as  
6 we move forward, members of the public, if they  
7 wanted to jump to a specific item in the video, they  
8 would be able to literally just click a link and it  
9 would take you right there. That does take some  
10 effort, and that's part of what the new person would  
11 be doing. In addition to running the Board, running  
12 the meetings for not only this particular Board of  
13 Trustees meeting, but for all of the various  
14 subcommittees throughout the District. This person  
15 would also be providing backup and required  
16 assistance to the District Clerk. I can tell you  
17 from my own experience, our that our District Clerk  
18 has been working some exceptionally long hours  
19 lately, and she could really use some assistance  
20 there.

21 We are planning on using this person also  
22 to coordinate the district-wide document  
23 digitization project. We are required, by law, to  
24 maintain a very large number of documents. And  
25 currently we have those in storage, and we recently

18

1 received a public records request for documents as  
2 far back as 1967. We are required by law, as I  
3 said, to keep all those items, and right now, none  
4 of that stuff has been digitized. It's literally  
5 just sitting in storage, and if there is some type  
6 of a catastrophic natural event, all those documents  
7 would be lost. We feel like it's appropriate to  
8 start digitizing those.

9 If this position is not approved, our  
10 senior IT analyst, Mr. Belote, will continue to  
11 provide this service. Currently, we're estimating  
12 it's taking about a the third of his time right now.  
13 And if this is continued, we believe that the Office  
14 365 implementation would ultimately be delayed  
15 because his time is, realistically, shifted so he's  
16 focusing part of his time on some of these meetings,  
17 Golf Committee meetings, etc.

18 District IT infrastructure and server  
19 upgrades would be delayed. Continued reduced  
20 application support, things that he's not getting to  
21 now that he feels like he should and the director of  
22 IT feels like he should.

23 And then if this is not approved, the  
24 document digitization project would be on hold  
25 indefinitely. We wouldn't do it.

19

1 And so moving on to the community services  
2 ambassador, if this position is approved, it'll  
3 focus on district-wide venue safety instead of just  
4 the beaches, because right now we have the beach  
5 ambassadors. This person would be certified in CPR  
6 and AED for safety and emergency needs, liaison with  
7 law enforcement, and helps managing crowd control  
8 efforts.

9 If this is not approved, the beach  
10 ambassador positions would remain tied to the  
11 beaches only. And one of the big reasons that we  
12 felt that this was important district-wide is this  
13 would provide some first-line safety and emergency  
14 needs at district venues all throughout the  
15 District. If this is not approved, the beach  
16 ambassadors would stay exclusively at beach.

17 The Public Works maintenance worker, if  
18 this is approved, it'll allow for additional  
19 capacity under the utility specialist. And it's  
20 required to obtain of some very specific  
21 certificates in order to do the work out there at  
22 the plants. And it'll assist with highly technical,  
23 I would say, it says "more technical" here, there  
24 was a lot of us that worked on this PowerPoint over  
25 the last day or so, but I would say this is highly

20

1 technical repair of water and sewer equipment. Then  
2 they would also be assisting us with district-wide  
3 building maintenance and repair needs. As I think a  
4 lot us of us know, it's quite a challenge to find a  
5 firm that can do some very routine, basic  
6 maintenance services up here in the Incline area.

7 If this is position is not approved, water  
8 and sewer repair needs, I would say, are likely to  
9 be deferred, building maintenance and repair items  
10 may be deferred. I don't know that we could get to  
11 them anywhere near the speed that we were hoping to,  
12 as I had mentioned previously, and contracting work  
13 with any consistency has proven to be a challenge.

14 We can look at some various alternate service  
15 delivery models, but I don't how we find somebody to  
16 do this when we really struggled to find somebody in  
17 the past. Contracted, I should say.

18 Since the Monday meeting, we put or head  
19 together and came up with some recommended unfunded  
20 positions based on the feedback we heard from the  
21 board. Number one that was previously in the budget  
22 and now is recommended to be removed is the  
23 assistant general manager position. The food and  
24 beverage director, there was no intention to fill  
25 that position anyways, but we have removed that --

21

1 or we are recommending we unfund that position. An  
2 admin technician. The internal auditor position  
3 that was previously approved, we think that now that  
4 the finance department is getting close to being  
5 fully staffed that there's some opportunity there to  
6 delay the internal auditor position for a little bit  
7 and let the finance department start working on  
8 cleaning up some of those issues prior to having  
9 somebody come in to look at them. Right now, we  
10 know there's some issues that need to be cleaned up.

11 The director of finance position, for  
12 six months, it is my intention to hold that position  
13 vacant for a little bit. We're recommending  
14 unfunding it for the first months of the fiscal  
15 year, and then starting the recruitment for the  
16 second half of the fiscal year. The point of sale  
17 product administrator, that position, I think we  
18 found some alternate ways to deal with that.

19 And so the estimated, fully burdened cost  
20 of -- I should say savings to the budget of  
21 unfunding these positions is approximately  
22 \$1.1 million off of the initial estimates that we  
23 provided on --

24 TRUSTEE TULLOCH: General Manager Magee,  
25 if you can just stop there. I'll let you continue

23

1 here look almost exactly the same as Monday.  
2 MR. MAGEE: We can certainly take a look  
3 at that.

4 TRUSTEE TULLOCH: Yes, please.

5 MR. MAGEE: Are you referring to the  
6 roll-up sheet that was sent out at the very  
7 last minute? Is that the one you're referring to?

8 TRUSTEE TULLOCH: The one you sent earlier  
9 this afternoon.

10 MR. MAGEE: Okay. We'll certainly verify  
11 that. And I've asked the -- the finance team has  
12 been working extremely long hours, as --

13 TRUSTEE TULLOCH: Understood. But, again,  
14 just for clarity because if I look at the roll-up  
15 sheet, we're still showing the 20 percent increase  
16 in salaries from last year.

17 MR. MAGEE: Okay. Understood.

18 TRUSTEE TULLOCH: It's not showing that  
19 1.1 million reduction anywhere.

20 MR. MAGEE: We'll absolutely have that  
21 verified by the Tuesday meeting.

22 TRUSTEE TULLOCH: Well, hopefully we'll  
23 get it clarified tonight. Thank you.

24 MR. MAGEE: Moving on to the information  
25 technology budget, the increases that you see in the

22

1 the rest of your presentations. There's lots of  
2 questions, obviously, but just to clarify this one,  
3 is this 1.1 million reduction, has that been taken  
4 out of the numbers we've been provided with tonight?

5 MR. MAGEE: Yes. I see Mr. Cripps nodding  
6 at me. The answer's yes, staff has removed all  
7 these.

8 TRUSTEE TULLOCH: The reason I ask is  
9 because the sheet you sent through earlier this  
10 afternoon showing the changes, only showed about  
11 120,000 changes there, not 1.1 million. Which  
12 number is correct?

13 I mean, this is kind of a fundamental  
14 question, that's the only reason I stopped your  
15 presentation there.

16 MR. CRIPPS: And some of the positions  
17 that are being now allocated out is why you see the  
18 difference. Instead of IT being --

19 TRUSTEE TULLOCH: No. I'm not looking at  
20 one fund; I'm looking at the district-wide position.  
21 This should reflect the 1.1 million reduction in  
22 district-wide.

23 MR. CRIPPS: The removal of the funds, it  
24 was removed. I do believe it reflects in there.

25 TRUSTEE TULLOCH: Okay. Well, the numbers

24

1 information technology budget are primarily due to  
2 contractual obligations, as we talked about earlier.  
3 There are some, obviously, IT contracts that have  
4 automatic escalators that are typically built into  
5 them. Those are part of what you see in there, as  
6 well as a recommendation the move the IT department  
7 into the central services cost allocation so that it  
8 is not completely borne by the general fund, so that  
9 each user department is fairly paying its fair share  
10 of services that it receives from information  
11 technology.

12 The finance department starts on page 87  
13 of the board packet. It is recommended that the  
14 Board approve the funding for the professional cost  
15 allocation plan, which I touched on earlier. Most  
16 of the increases are primarily due to contractual  
17 obligations as well, and then there is a budget  
18 reduction in there due to a decrease in professional  
19 services. We anticipate completing the work that is  
20 on the current Baker Tilly contract. We do not  
21 anticipate asking the Board for any additional  
22 funding for that, and so that has not been included  
23 in next year's budget.

24 One of questions we were asked on Monday  
25 was about the trustees account and the \$100,000 that

25

1 was sitting in there. We went back and researched  
 2 that a little bit further. What that is that is  
 3 a contingency amount that has been historically  
 4 budgeted year over year, and essentially that's not  
 5 really earmarked for anything. It is earmarked  
 6 primarily as a contingency amount that if something  
 7 were to come up during the year, we would have the  
 8 appropriations to deal with it.

9           The community relations, which is  
 10 essentially the marketing department, starts on page  
 11 48 of the board packet. The marketing department,  
 12 in working with the various venue managers, felt  
 13 that it was important to increase some of their  
 14 marketing efforts in order to increase public  
 15 awareness, non-resident awareness at ski, at golf,  
 16 wherever. And so the initial recommendation was for  
 17 \$516,000, but after we listened to the Board  
 18 discussion on Monday, staff went back, and we're  
 19 recommending that we reduce that back to -- reduce  
 20 that budgeting amount to last year's amount of  
 21 \$287,700, which was approved last year.

22           The parks department, starting on page 158  
 23 of the board packet, and one thing I will mention as  
 24 I hit this slide is that, as the Board is aware, the  
 25 Parks and Rec director recently left. There's a --

26

1 several of us that are here tonight that will do our  
 2 best to answer any questions the Board may have on  
 3 the Parks and Rec budget. However, I'm going to say  
 4 we're going to do our best trying to understand what  
 5 the former director was thinking as she put some of  
 6 these recommendations together. The increase  
 7 in hours recommended by staff is maintain current  
 8 community amenities. There are some additional  
 9 part-time hours that I was told have been included  
 10 in there, that's specifically to maintaining the  
 11 current amenities.

12           The Board did ask us to look at that skate  
 13 park budget project. We did discover that it had  
 14 been actually double counted in the budget, and so  
 15 we got that corrected.

16           And then I did a want to highlight that  
 17 there was no identified funding for the dog park  
 18 project included in this budget.

19           The community services fund, even though  
 20 we typically think of this at the fund level, we did  
 21 want to break this apart for the Board after the  
 22 discussion on Monday and explain this as individual  
 23 budgets.

24           I'll start with ski, which starts on  
 25 page 232 of your board packet. I'll just say that

27

1 ski rates have already been set, and the most  
 2 important thing that I think to highlight here is  
 3 that the ski director -- the General Manager of ski  
 4 has taken a consistent approach to estimated  
 5 revenues that he's used in year's past, and we do  
 6 understand that there can be some significant  
 7 fluctuations depending on a number of factors that  
 8 are out of his control. If the Board were to direct  
 9 tonight that he change the approach, we could  
 10 certainly do that, and he's prepared to make some  
 11 alternate recommendations, should the Board direct a  
 12 different approach.

13           The golf budget starts on page 424 of the  
 14 board packet. I wanted to highlight that golf rates  
 15 have been set. And the General Manager of Golf  
 16 intends to work with customers to establish a  
 17 service model for all golf operations in the  
 18 upcoming year and modify capital expenditure to  
 19 maintain the existing amenities. We've got a lot of  
 20 things that we would like to be working on on  
 21 general maintenance items out at the golf course,  
 22 and we're hoping to get to those this year.

23           Facilities and events starts on page 194  
 24 of your board packet. Their primary goal this year  
 25 is to continue to maintain the community amenity

28

1 that is known as the "community's living room," The  
 2 Chateau, while seeking revenue-generating  
 3 opportunities. And I know that our General Manager  
 4 of Golf is prepared to speak to this budget as well  
 5 tonight.

6           Food and beverage starts on page 4 of the  
 7 board packet. I did want to highlight this a second  
 8 time: A study is currently underway.

9           We do understand some of the numbers that  
 10 have been provided to the Board in the past. We  
 11 will be completing this study sometime, we  
 12 anticipate early in the upcoming fiscal year, and we  
 13 will be returning back to the Board with some  
 14 recommendations on tightening up the food and  
 15 beverage operation. The previous food and beverage  
 16 director position, which is vacant, is unfunded. As  
 17 I mentioned as well, we have no intention of filling  
 18 that position.

19           The recreation department, starting on  
 20 page 277 of your board packet, one of the current  
 21 challenges that we're having is meeting community  
 22 demand. They've really struggled to find people  
 23 that are able to provide the classes and services  
 24 that the community is demanding. The current  
 25 building layout is operating at capacity, and it's

29

1 been a little bit of a challenge for the staff out  
2 there.

3           The beach fund, which starts on page 312  
4 of the board packet, we recently received some Board  
5 direction on this to combine the projects, which  
6 would include the Beach House project, the access  
7 project, inclusive of Ski Beach. We received that  
8 direction in May, 2024, and the construction of that  
9 was to begin in May, 2025.

10           However, once the Board directed those  
11 items, the engineering department went to work on  
12 getting an estimate, and their current engineering  
13 estimate for that entire project is projected to be  
14 at \$16 million. The fund balance certainly does not  
15 support the current engineering estimates for that  
16 project. And so we would like to receive some  
17 direction from the Board during this process, during  
18 the public hearing. We would like the Board to  
19 provide its final adoption of the budget with some  
20 direction on what to do with this.

21           If the Board wishes to have this project  
22 start in May, 2025, there are couple of  
23 opportunities that the Board could chose to explore.  
24 One being to increase the beach fee, that would help  
25 to pay for the cash portion of it, or the Board

31

1 contractual obligations and routine inflation.

2           The sewer budget, which starts on page 474  
3 of your board packet, same thing. It's,  
4 essentially, the increases you see are due primarily  
5 to required contractual obligations and inflationary  
6 costs.

7           Solid waste, which starts on page 478 of  
8 your board packet, same thing. Increases due  
9 primarily to required contractual obligations and  
10 inflation.

11           The Tahoe Water Suppliers Association  
12 starts on page 479 of your board packet. We did  
13 want to highlight that this is an absolutely  
14 necessary expense for continued participation to  
15 protect the District's surface water exemption  
16 through the EPA.

17           The internal services fund, starting on  
18 page 479 of your board packet, increases due  
19 primarily to required contractual obligations and  
20 inflation.

21           And so that is the end of my presentation  
22 related to the PowerPoint and what we were asking  
23 the Board to do and a few things that we wanted to  
24 highlight during our items tonight. Staff is  
25 prepared -- and I did -- staff is prepared to give

30

1 could choose to direct staff to look at bonding  
2 opportunities, if the Board wants this construction  
3 to start in May, 2025.

4           The tennis budget, which starts on page  
5 349 of your board packet, just wanted to highlight  
6 that staff made a recommendation earlier in this  
7 fiscal year to replace tennis courts 5, 6, and 7 as  
8 those courts are beginning to fail. Based on  
9 previous Board direction, funding has not been  
10 included in this fiscal year '24/'25 budget.

11           I would suggest that the Board may wish to  
12 consider directing staff what to do with this. At  
13 some point, we would have to close those courts down  
14 if they are not replaced. And if the Board wished  
15 for us to move forward, there is fund balance  
16 available to cover this in the community services  
17 fund. That's where we had recommended that it come  
18 from previously, and the Board could chose to  
19 provide direction to us on that project.

20           Utilities fund as well, we wanted to  
21 explain as individual budgets, just like the  
22 community services fund. The water budget starts on  
23 page 467 of your board packet. The budget itself,  
24 essentially, is very similar to a status quo budget,  
25 but the increases that you see are due primarily to

32

1 presentations on their budgets, talk about their  
2 executive summaries, and answer any question the  
3 Board has.

4           One of the questions that I did receive is  
5 there was a very large number of supplemental  
6 material that was included in this budget, and  
7 there's a very large packet that was sent out  
8 initially. This materials and this information  
9 reflects what staff's understanding of what the  
10 Board was asking us to provide in the Monday  
11 meeting.

12           I know a lot of this may not make sense to  
13 members of the public and, potentially, even some of  
14 our directors. This is the way the budgets go  
15 together in our financial system. And these  
16 numbers, while they look a little confusing on the  
17 reports that are spit out, these are very common and  
18 understood well by the finance team.

19           I've asked Mr. Cripps to walk the Board  
20 through an example of one the spreadsheets that was  
21 created by the directors. One of the requests that  
22 we received was to explain any increase that were  
23 plus or minus five percent in these budgets, and  
24 that's part of what the supplemental material is.

25           The information contained in the initial

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1 packet is the line item detail behind every single  
2 budget unit that was there. And then we asked our  
3 department heads to go through the exercise of  
4 explaining any of these increases or decreases.  
5 And so with that, I'd like to turn it over  
6 to Mr. Cripps and have him explain what this is.  
7 TRUSTEE TULLOCH: Thank you, General  
8 Manager Magee. I think you've raised an awful lot  
9 of points in your presentation. I think before we  
10 get lost just diving into detail, I see hands up  
11 from board members, I think I'll open it up to my  
12 fellow trustees for questions on your presentation.  
13 I've written down a lot here as well.  
14 CHAIR SCHMITZ: I just have a couple of  
15 questions. One of the things that was really  
16 driving up some costs were the workman's comp, and I  
17 had reached out to the Director of HR. Do we, at  
18 this point, have any more information of whether  
19 those rates that we were charged for this past  
20 fiscal year will be continuing, or will they  
21 actually have the opportunity to be reduced?  
22 Do we have any information on that at all?  
23 MS. FEORE: I did reach out to our  
24 Pool/Pact. I'm awaiting information. As I  
25 understand it, our experience rating is typically a

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1 really why I'm calling it a digitization project.  
2 There is no funding identified in the  
3 budget for this.  
4 CHAIR SCHMITZ: Okay. And then my last  
5 question is something that I might not have heard  
6 you correctly, but my understanding is we were going  
7 to have report on food and beverage by the end of  
8 May. And I heard you say -- I thought I heard you  
9 say the end of year. We really need to make sure  
10 that we've got our food and beverage operations  
11 shored up because we don't need another summer of  
12 losing \$2,000 a day.  
13 Could you just clarify that?  
14 MR. MAGEE: Sure. Happy to.  
15 We do have a food and beverage consultant  
16 currently under contract, and he started going in  
17 and doing a lot of initial assessments. He reached  
18 out to us and made a recommendation -- to the  
19 General Manager of Golf, to the Assistant Director  
20 of Finance, and to myself -- that his contract be  
21 extended for a couple of months at no additional  
22 cost to the District. He wanted the opportunity to  
23 see some additional inventory items and there was a  
24 couple of other items that I can't recall off the  
25 top of my head exactly what he had requested, but it

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1 three-year cycle. And so the rating would be  
2 determined and then continue for approximately  
3 36 months, I want to say, and then it's reevaluated  
4 which is typical of insurance rating for most  
5 insurances.  
6 And also with the other questions that  
7 were asked, again, that's what I'm waiting to hear  
8 back from on Pool/Pact. As soon as I have that  
9 information available, I'll make sure that General  
10 Manager Magee and the trustees have the same  
11 information.  
12 CHAIR SCHMITZ: Okay. Thank you.  
13 And, again, you mentioned the digitization  
14 project. I didn't recall that we -- I mean, I've  
15 been one who's been advocating for getting things  
16 digitized, but I don't recall that we ever had a  
17 digitization project being budgeted. And is that  
18 overall project currently now, then, in the budget?  
19 MR. MAGEE: No, that is not in the budget.  
20 The digitization project has never been brought  
21 forward to the Board of Trustees. Just to be clear,  
22 I'm calling it a project, it's really kind of my  
23 personal initiative that if we had the capacity with  
24 existing staff, I would like to start making sure  
25 that some of that stuff gets digitized. And that's

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1 wasn't something that he could get to based on his  
2 schedule and the opening of the various food and  
3 beverage operations until after that had happened.  
4 And so he is intending to come back  
5 sometime in June, and he's indicated that he thought  
6 he could realistically wrap up his report sometime  
7 in July.  
8 CHAIR SCHMITZ: Do we have any corrective  
9 actions that we've learned? Because we can't afford  
10 another summer of losing money like that at the  
11 Championship Course on food and beverage.  
12 MR. MAGEE: Yes. He has kind of walked us  
13 through what some of his initial thoughts are, and I  
14 would have to defer to Mr. Sands on that one on what  
15 is being implemented. But, yes, I know that  
16 Mr. Sands is actively looking at this at the moment,  
17 even in advance of receiving this final report.  
18 CHAIR SCHMITZ: Then do we have any  
19 information as far as how much funds the Incline  
20 Tahoe Foundation has collected for the tennis center  
21 project? I know that's one of their projects on  
22 their website. Do we have any idea how much funding  
23 they have available for the tennis center projects?  
24 MR. MAGEE: I have not reached out to the  
25 ITF to ask them that question, but I certainly can.

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1 TRUSTEE DENT: The \$16 million proposed  
 2 new budget, that was kind of news to me. I hadn't  
 3 seen anything on that. If I recall correctly, we  
 4 were at \$10 million budget when we met just a few  
 5 weeks ago, and so talking about access and redoing  
 6 the gates and the gate house at Ski Beach, that  
 7 increased the budget by \$6 million. Am I  
 8 understanding that correctly?  
 9 MR. MAGEE: My understanding is is that  
 10 the combined projects, inclusive of Ski Beach,  
 11 current engineer's estimate is roughly \$16 million  
 12 dollars, that's correct.  
 13 TRUSTEE TULLOCH: If I could step in  
 14 there. The last numbers that were given to the  
 15 Board, it was 10.2 million for the Beach House and  
 16 the access improvements.  
 17 There's a 6 million for Ski Beach now?  
 18 MS. NELSON: So that includes adding Ski  
 19 Beach as well as changing the architectural style to  
 20 match closer to what's existing at Burnt Cedar.  
 21 TRUSTEE TULLOCH: Thank you. That  
 22 confirms some of my comments about the original  
 23 selection of the contractor.  
 24 TRUSTEE DENT: We're talking changing the  
 25 architectural style of the concrete bathroom?

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1 not going to be the case in this instance?  
 2 MR. MAGEE: Sure. So the intention with  
 3 the internal auditor was that was not going to be a  
 4 finance position; that would report directly to the  
 5 general manager. We certainly didn't feel it  
 6 appropriate to have an internal auditor reporting  
 7 directly to his boss on the things -- the nature of  
 8 the things that that person would be looking at.  
 9 And so with so many different items coming  
 10 in that we're currently working on, we're  
 11 recommending delaying the hire of that position  
 12 right now because we know we have a lot things that  
 13 Mr. Cripps and his team is continuing to clean up.  
 14 The reason that I feel confident that we  
 15 can hold the director of finance position vacant for  
 16 a little bit is, number one, I do believe in  
 17 Mr. Cripps' abilities, and number two is we have  
 18 been able to fill a number of these vacancies that  
 19 we were really struggling with. We recently were  
 20 able to hire a -- we filled our controller position  
 21 again, a senior accountant again, and the Baker  
 22 Tilly contract has allowed us to get caught up on a  
 23 number of things that were significantly behind. I  
 24 think we're dangerously close to being completely  
 25 back on track.

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1 That's what you're talking about? Because there's  
 2 no other structures there other than the little  
 3 beach structure that's like a 5 by 5. I don't think  
 4 anybody would want that.  
 5 MS. NELSON: So that is to the Beach  
 6 House. The change in the architectural style to the  
 7 Beach House as well.  
 8 TRUSTEE DENT: Okay. So we do have a cost  
 9 now to change architectural style? Because the last  
 10 meeting, we didn't have a cost for that.  
 11 MS. NELSON: And it is a rushed  
 12 preliminary estimate.  
 13 TRUSTEE NOBLE: Mr. Magee, looking at  
 14 page 14 of your slide presentation, and two of the  
 15 recommended unfunded positions are the internal  
 16 auditor and the director of finance for six months;  
 17 correct?  
 18 MR. MAGEE: That is correct.  
 19 TRUSTEE NOBLE: Given the problems that  
 20 the finance department has had over the last year  
 21 with turnover, increased work load, and everything  
 22 else been that's piled on, by unfunding these  
 23 positions are you setting up the -- my concern is  
 24 that you're setting up the finance department for  
 25 potential relapse, and why do you think that that's

40

1 Would I like to have both a director of  
 2 finance and an assistant director of finance?  
 3 Absolutely. I think that the assistant director of  
 4 finance should really be focused next year on these  
 5 budget processes, and that's why I made the  
 6 recommendations initially was to have an increased  
 7 focus in the future on the budget and the budget  
 8 process including analytics and budget performance.  
 9 And so right now, I think that,  
 10 realistically, we could hold that position vacant  
 11 for a few months. It would be just fine.  
 12 TRUSTEE DENT: And the six months for the  
 13 director of finance, is that six months wait and  
 14 then start looking or hope to get that filled  
 15 six months?  
 16 MR. MAGEE: My intention would be to have  
 17 that filled in six months.  
 18 And so we would start the recruitment in  
 19 advance of the six months, and then at some point --  
 20 realistically, we'd probably start that recruitment  
 21 in about four to six months from now, and then that  
 22 position would not start until January 1st, in  
 23 theory. Sometime after January.  
 24 TRUSTEE DENT: Then turning to page 18 of  
 25 the slide presentation with regards to marketing and

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1 reviewing the executive summary for the marketing  
 2 department paid advertising that was, I believe,  
 3 circulated late yesterday afternoon. There was a  
 4 lot of discussion about facilities, Diamond Peak,  
 5 tennis and pickleball, how the lack of or reduced  
 6 amount of marketing has markedly impacted the bottom  
 7 line, at least that is the thought of the Director  
 8 of Golf and marketing and what not.

9           So the 287 700 that's in the slide  
 10 presentation, is that tied to the recommendations or  
 11 the executive summary here? Because when I look at  
 12 the Diamond Peak portion, the media buying agency  
 13 recommended an advertising budget of between 285 and  
 14 431,000, and I believe they were going to go with  
 15 the lower end of that. If that's 285, is that part  
 16 of this 287 -- I'm just concerned that by slashing  
 17 the marketing budget, we're actually hurting all of  
 18 our venues when we're seeing this steady decrease in  
 19 usage. It seems to be, at least according to the  
 20 marketing department, attributed to the lack of  
 21 marketing getting the word out to folks.

22           MR. MAGEE: Yes. That is why the initial  
 23 recommendation was made. I have talked to  
 24 Mr. Raymore and he's been in contact with the  
 25 various venue directors, and the staff

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1 recommendation initially was to increase that  
 2 marketing budget and those marketing efforts.

3           One of the things -- this has obviously  
 4 been very fluid since Monday afternoon -- that we  
 5 discussed is we heard the Board loud and clear that  
 6 you would like to see some cuts, and so this is one  
 7 of the areas that is very difficult to demonstrate a  
 8 return on investment. That's why the recommendation  
 9 was ultimately made to return it to last year's  
 10 levels.

11           TRUSTEE NOBLE: Okay. Just my two cents,  
 12 I would rather see the 516 than the 287 7, given the  
 13 downward trajectory that the marketing department is  
 14 laid out with regards to their executive summary.

15           The last -- with the tennis, page 27, and  
 16 the tennis court replacements, 5, 6 and 7, you had  
 17 indicated that the funding is not included in fiscal  
 18 year '24/'25, what would we need to do to include  
 19 that? You mentioned that there is funds available,  
 20 they just haven't been earmarked for those; is that  
 21 correct?

22           MR. MAGEE: That is correct.

23           Several months ago, I made a  
 24 recommendation to the Board that the funding be  
 25 included so that we could start addressing these

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1 tennis courts, these three tennis courts,  
 2 immediately, and the intention -- the recommendation  
 3 at that time, working with the previous Parks and  
 4 Rec director was to pull that money from the  
 5 community services reserves. There is plenty of  
 6 reserves available that is, I would say,  
 7 unencumbered, and so it's not technically associated  
 8 with any particular project yet; although, there are  
 9 a number of unfunded projects that the Board could  
 10 choose to fund at any time and direct staff to move  
 11 forward with those.

12           And so that's what we were recommending at  
 13 that time that the Board do, and the Board indicated  
 14 that it would like to get some addition information.  
 15 I know that the Public Works department has come  
 16 back a couple of times talking about these tennis  
 17 courts.

18           The engineer's estimate on this, my  
 19 understanding is, has not changed at this point.  
 20 It's roughly \$3 million is to estimated to replace  
 21 those three courts.

22           TRUSTEE NOBLE: I will just it put out  
 23 there, I'd like to see funding included in fiscal  
 24 year '24/'25 to start addressing tennis courts 5, 6,  
 25 and 7.

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1           TRUSTEE TULLOCH: My questions are not  
 2 necessarily in any particular order.

3           In terms of -- I'll echo Trustee Schmitz'  
 4 concern about food and beverage. We've known for 12  
 5 months now, we've been losing at least 2,000 bucks a  
 6 day. I'm concerned the study is still taking so  
 7 long that we're just still hemorrhaging money.  
 8 Having looked through the budget proposals for  
 9 next year, there's projecting significant decreases  
 10 in the food sales and liquor sales, but also along  
 11 with that which seems incompatible, significant  
 12 increases in the cost of food and supplies. It  
 13 sounds like we haven't addressed anything.

14           I also saw that the salary reduction  
 15 because of the unfunding of the food and beverage  
 16 director was shown as 5 percent, almost negligible.  
 17 I'm not quite sure I can understand that when the  
 18 fully burdened position was about \$200,000 last  
 19 year, as I recall, so it seems strange that there's  
 20 such a little reduction of it, but we can cover that  
 21 in food and beverage.

22           In terms of comparative wage rate study,  
 23 I've got comparative wage rate study. If we look at  
 24 the actuals for '21/'22, and then we look at the  
 25 proposed budget for '24/'25, it's a 50 percent

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1 increase in three years for wages and benefits. To  
2 me, that's the most comparative one. I think that's  
3 what most people in the community would recognize as  
4 well. I don't think there are many people here, if  
5 I had a 50 percent increase and over three years.  
6 In terms of the -- you state the general  
7 fund expenditure's lower, yes, because you're moving  
8 a lot of costs out of the general fund. That's not  
9 really a savings; that's just throwing the ball over  
10 the fence to somewhere else.  
11 When I look at proposed positions, it's  
12 all of a sudden, well, if we don't fill these, the  
13 sky is falling. I'm not quite sure why we would  
14 have a community services ambassador that's going to  
15 be basically on call to be our roving EMT or medic  
16 or something. I struggle with that. I'm not sure  
17 how we're going to help safety at all the venues by  
18 having one person that's at the beaches. I'm a  
19 strong no on that position.  
20 I would also question the meeting  
21 coordinator. I would have thought meeting  
22 coordination was really a function of administrative  
23 services. I'm not sure why it suddenly becomes a  
24 highly paid IT position, particularly for  
25 something -- I mean, we've got, in a normal

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1 reflected in there.  
2 TRUSTEE TULLOCH: Okay. Again, it's back  
3 to the 1.1 million. It doesn't seem to reflect  
4 through to the numbers. Perhaps we can clarify that  
5 as well.  
6 Again, we've had discussions in the past  
7 about food and beverage. It's weird that we're  
8 still showing it as a function. I mean, know I've  
9 spoken with General Manager Bandelin in the past and  
10 knowing how the ski industry works, food and  
11 beverage is an essential part of ski operations. I  
12 would have thought that food and beverage for ski  
13 should really become just part of his -- I go  
14 through the ski numbers and everything's -- food and  
15 beverage is stripped out.  
16 I think are we trying to create a  
17 department or a business here that doesn't really  
18 exist? I'm sure General Manager Sands would confirm  
19 similar thoughts from golf. We heard that strongly  
20 from the golf community last year that they wanted  
21 food and beverage in facilities and rentals, to all  
22 be part of theirs. I'm surprised that we're still  
23 trying to pull out food and beverage as a separate  
24 item here.  
25 We're talking about, on the Rec Center,

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1 schedule, two to three board meetings a month. We  
2 wouldn't normally expect to have golf committees  
3 meetings every other week in terms of that. I  
4 question why this is a full-time, required position.  
5 Yes, I see there's extra duties, we can always find  
6 extra work to fill positions, but if we're looking  
7 at a 20 percent increase in salaries and benefits,  
8 and to put it in perspective, that's over 5 million  
9 bucks which is almost the full amount of the rec fee  
10 and beach fee that's being recommended, I think if  
11 we were in a situation like that, we should be  
12 looking very carefully at any addition staff in  
13 terms of that and make sure it is justified and it  
14 does reduce costs somewhere else.  
15 Has the reduction in marketing that's  
16 shown here down to the 287 level, it's not  
17 slashing -- it's a slashing of the budget, it's just  
18 not to put people's minds at rest in the community.  
19 While Trustee Noble referred to this as a slashing,  
20 it's a slashing of a proposed increase in the  
21 budget, it's just back to the same level as  
22 this year.  
23 Has that reduction been shown in these  
24 numbers here?  
25 MR. CRIPPS: I do believe the reduction is

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1 that we can't meet community demand, yet when I look  
2 at the Rec Center numbers, I see programs being  
3 reduced significantly across a lot of it. It we  
4 don't have the space, I'm not sure how we actually  
5 fulfill demand. Just bringing in additional  
6 staffing does not necessarily help that.  
7 To Trustee Dent's point, which I echoed  
8 earlier, when we interviewed consultants and  
9 contractors for the beach house, every single one of  
10 them that responded said that they would deliver  
11 something for 4 million. I expressed concern a  
12 couple of board meetings ago that suddenly this is  
13 being up to now suddenly 10 million, and now we  
14 suddenly see this is at 16 million. That's  
15 basically quadrupled from the original board.  
16 I see in Assistant Finance Director  
17 Cripps' presentation that the Board removed the cap  
18 on the beach house. I think, as I recall, the Board  
19 said that we were not adverse to increasing the  
20 budget if it was absolutely necessary, but I don't  
21 think the Board ever, ever consented to just taking  
22 any restraint off and the letting the budget go to  
23 suddenly 16 when the last number we saw was 10.2,  
24 and we all questioned that.  
25 Again, just coming back to my comments at

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1 that time, looking at the food and beverage and the  
2 situation there, I again question why we need a 2  
3 million industrial kitchen at this beach house.  
4 Perhaps that's now gone up to 4 million as part of  
5 this increase to 16 million. I'm deeply concerned.  
6 Tahoe Water Suppliers Association, have we  
7 removed the expenditures that we saw last year? We  
8 heard a lot of complaints in the community that we  
9 were sponsoring film festivals in Tahoe City and all  
10 sorts of other things. Has all that sponsorship and  
11 things been removed now?  
12 MS. NELSON: Tahoe Water Suppliers  
13 Association is a coalition of multiple jurisdictions  
14 around the lake that utilize Lake Tahoe as their  
15 water source.  
16 They believe that they have certain things  
17 that they provide as -- whether it's advertising or  
18 what have you, so that budget is relatively the  
19 same. Nothing has changed. The increases in fees  
20 have gone up, and they've gone up across the board  
21 to each member of the association.  
22 TRUSTEE TULLOCH: I recall from  
23 last year's budget, it showed the breakdown of how  
24 much we were contributing to TWSA compared to other  
25 operations. I didn't see that in this year's

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1 oversees the beach operations. I hope I do her  
2 proud by presenting this information.  
3 She gave me a list of the expected duties  
4 of this new position, and overall, this going to be  
5 providing building security to each of the venues to  
6 include Public Works and the admin building during  
7 off hours, continue to manage crowd control,  
8 deescalation, emergency action control, district  
9 safety and basic risk management, customer service.  
10 This is something that we have been proposing for a  
11 couple of years now because we see a tremendous need  
12 for this position.  
13 And so, you know, one of the things that  
14 is missing from having this position as a  
15 full-time, year round is the lack of emergency  
16 availability of staff to, for example like we had at  
17 the beginning of this year when a dock broke lose  
18 and we had some risk to the lake with these spilled  
19 styrofoam things. Basic first aid emergencies, we  
20 had someone set a fire at the beach one time. We've  
21 had other crises that occurred at the beaches and  
22 also at some of the other venues.  
23 And having somebody who can provide that  
24 kind of patrol-type services can look out for those  
25 risks to provide back to other staff. I think it's

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1 budget, and I seem to recall last year, we took on  
2 an extra burden of a good share of TWSA.  
3 Perhaps you can follow up on that?  
4 MS. NELSON: Yeah, I will.  
5 TRUSTEE TULLOCH: Please follow up on  
6 whether we're still -- expenditures, because the  
7 issue was raised by the community last year when we  
8 suddenly found out we were sponsoring film festivals  
9 in Tahoe City, which seemed to make little sense.  
10 CHAIR SCHMITZ: I just have a couple of  
11 follow-up questions if I could, based on some of the  
12 discussion we've had.  
13 As it relates to this community services  
14 and ambassador, I'd like to know what problem we're  
15 trying to solve, because I know why we have them at  
16 the beach, I understand. And just to clarify, they  
17 were brought in as an alternative to using High  
18 Sierra Patrol, and do great job.  
19 But at the other venues, I don't know. Is  
20 it something that, as trustees, we're completely  
21 unaware of? Because I don't really know that we  
22 have problems at the other venues that need this as  
23 a solution.  
24 MS. FEORE: I prepared some notes after  
25 speaking with one of our recreation supervisors who

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1 an important -- I'm probably -- I apologize, I'm  
2 probably botching the messaging, but it was, I  
3 thought, very well presented when it was first  
4 mentioned to both me and the director and the  
5 general manager.  
6 CHAIR SCHMITZ: What I was asking is: Is  
7 there other things going on at golf that we need  
8 crowd control and emergency services?  
9 I just -- I know we need them at the  
10 beach, they're really critical at the beach, they're  
11 very important at the beach. I just am not  
12 understanding, I guess, at the other venues what  
13 problem we're solving.  
14 MS. FEORE: Yeah, and during the height of  
15 -- I'm sorry. Go ahead.  
16 MR. MAGEE: Yes. In talking to the staff,  
17 we've run -- encountered some issues that would  
18 warrant having a position like this at both the  
19 pickleball courts and the tennis courts, for  
20 example. Some things have been brought to my  
21 attention, yes, and I think that it would warrant  
22 having a person like this being able to go out there  
23 and deal with those types of situations.  
24 CHAIR SCHMITZ: Then my other question  
25 that I have is as it relates to this Public Works

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1 maintenance, I saw in your presentation, I can't  
 2 tell you what page, that this Public Works  
 3 maintenance would need to get certifications on some  
 4 specific water and sewer-type repairs. But then  
 5 they also would be doing general building  
 6 maintenance.

7           To me, it' seems like those are  
 8 potentially two different skill sets, so it gets  
 9 back to: What problem is it that we're trying to  
 10 solve? And do we have two different problems? Are  
 11 there two different skill sets?

12           I just question that because, to me, it  
 13 seems completely different to have building  
 14 maintenance versus a maintenance person with water  
 15 and sewer certifications.

16           And then you mentioned that you were  
 17 cutting something that was titled "an administration  
 18 technician." I don't really know what the  
 19 administration technician would do. I don't know  
 20 what that role was, but I'm wondering if that is  
 21 potentially something that would fulfill the  
 22 meetings coordinator type of role. I just had that  
 23 question about that position.

24           TRUSTEE TULLOCH: We've got acting  
 25 Director Nelson here. I would echo the same

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1 comments on the position in Public Works. General  
 2 Manager Magee said this was a highly technical  
 3 position, but then half the time we would use him,  
 4 basically, as a general contractor. I share your  
 5 same concern. This seems completely conflicted  
 6 because if you're trying to recruit somebody to that  
 7 level, that makes a very expensive general  
 8 contractor as well. I suspect it's a fairly  
 9 restricted skill set to have both of these.

10           Is the fill-in on -- is some of that time,  
 11 that cost been charged to building services? Is it  
 12 really just a technical part of it that is required  
 13 for it, and we've just put in both do building  
 14 services as fill-in to help justification?

15           MS. NELSON: The main purpose of this job  
 16 is to work on water and sewer, and that's where the  
 17 highly technical part comes in. You have to know  
 18 what you're doing with your tools in water versus  
 19 what you're doing with your tools in sewer. You're  
 20 not going to use the same wrench that you used in  
 21 sewer in the water plant. That's the technical  
 22 portion of this position.

23           But that position actually does simple  
 24 building maintenance through our pump stations, lift  
 25 stations, anything like that. And so the thought

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1 was since buildings needs, on occasion, additional  
 2 people to fill in -- to take care of some of these  
 3 large enough projects that we can't get a contractor  
 4 for but we have people that can do it, but we might  
 5 be short one person. So this is a position that  
 6 would float in that instance to help the buildings  
 7 crew.

8           We don't have an idea of how much time  
 9 that would be. My initial guess is probably less  
 10 than 10 percent of the year would be spent assisting  
 11 buildings. But if the need is there and we  
 12 determine that, yes, he's actually spending time  
 13 helping buildings, say 20, 25 percent, then, yes, a  
 14 portion of his salary should come out of the  
 15 buildings budget.

16           Since this is a new thought to try to be  
 17 able to take care of some of these maintenance  
 18 projects that the District has not been able to get  
 19 contractors to do, that's where we're trying to go  
 20 with this position.

21           CHAIR SCHMITZ: Then, General Manager  
 22 Magee, I guess the administrative technician, is  
 23 that question to you?

24           MR. CRIPPS: If I may. That  
 25 administrative -- administration technician was

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1 actually tied to the finance department, and at the  
 2 beginning of the fiscal year -- '23/'24 fiscal year,  
 3 that position was promoted to a higher position in  
 4 the finance department.

5           And the recommendation is to not backfill  
 6 that position.

7           CHAIR SCHMITZ: Understood. Thank you.

8           TRUSTEE TULLOCH: I have a follow-up on  
 9 the community services ambassador. We're calling  
 10 this a "community services ambassador," yet the role  
 11 seems to be doing security, emergency first aid,  
 12 crowd control, liaison with law enforcement. I  
 13 think on the rare occasions when you need crowd  
 14 control, surely that stuff, that's a function, a  
 15 duty of the venue manager that should be dealing  
 16 with and dealing with law enforcement, somebody that  
 17 is really familiar with it. Not somebody that can  
 18 be called away at any minute to another emergency  
 19 because somebody is falling over at the golf course  
 20 or something. I'm not quite sure how that one  
 21 person can cover all this distance and still do an  
 22 effective job. Like Trustee Schmitz, I fail to see  
 23 that.

24           You also mentioned that this is not just  
 25 going to be one person, this is going to be two

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1 people filling the role?

2 MS. FEORE: That's correct.

3 TRUSTEE TULLOCH: So this is two, fully

4 benefited positions?

5 MS. FEORE: That's what is proposed, yes.

6 TRUSTEE TULLOCH: What's the loaded cost

7 for that?

8 MS. FEORE: I don't have the numbers in

9 front of me. I would have to defer back to our

10 finance team for that.

11 MR. CRIPPS: That number was presented at

12 the last meeting, and if I recall correctly, it was

13 211,000.

14 TRUSTEE TULLOCH: When we're looking for

15 savings, I call into question, like Trustee Schmitz,

16 I doubt the validity of this position. Again, it

17 seems to be heaping on duties to try and justify a

18 position. I'm sorry. I'll be my usual blunt self

19 in terms of that. I will certainly be a hard no on

20 that position as well.

21 MS. FEORE: I understand. If I could just

22 answer one of the questions -- not question that you

23 asked, but one of the points you had mentioned. As

24 you had said, the crowd control and emergency

25 response should be the responsibility of the venue

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1 was a change that was above -- that was plus or

2 minus 5 percent, there was an explanation added to

3 to that.

4 Those explanations are added to the end of

5 the sheet to demonstrate what the change or what

6 could drive the change, and that's what is presented

7 here on the screen right now. This was done to the

8 other departments as well, so once we go through

9 them, what you will see is these similar sheets by

10 the other departments where some of them may have a

11 couple other additional lines, but, again, it's the

12 full breakout of the services and supplies or the

13 wages and benefits. Those should remain study,

14 you'll begin to recognize a pattern on those.

15 TRUSTEE TULLOCH: I saw the pattern. I

16 understand that what the Board asked for on Monday

17 was a breakdown of the services and supplies item.

18 It just appears to be still there as a single line

19 item, there's no real breakdown.

20 On a couple of situations, I saw some

21 limited breakdown of it, but I didn't see any

22 breakdown on it. And given that services and

23 supplies overall increases of the order of 42

24 percent, I think -- no, I misspoke. The actual

25 increase in services and supplies is 67.6 percent.

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1 manager. But as you mentioned, how can one person

2 be in three places at the same time?

3 So having the assistance and having the

4 extra hands to be able to be trained and available

5 to do those sort of things provides greater security

6 to the District.

7 TRUSTEE TULLOCH: I think, given the

8 geographical area of the venues, I think it's hard

9 for somebody to be in multiple places, but I can

10 only express my view, it seems an unnecessary

11 additional staff at this stage. That's my view;

12 I'll defer my colleagues on there.

13 Any other questions for Mr. Magee at this

14 stage?

15 In that case, Adam, you can have the floor

16 now.

17 MR. CRIPPS: What we're showing here on

18 the screen is the demonstration of what General

19 Manager Magee previously alluded to with regards to

20 the request to see the breakouts of the services and

21 supplies as well as the salaries and benefits.

22 What each one of these lines represents is

23 the breakout to those roll ups, and what was done is

24 it was -- it is showing comparative from the '24

25 budget to the '25 budget, and with that, if there

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1 I think that is why the Board requested it, as I

2 recall.

3 CHAIR SCHMITZ: I asked General Manager

4 Magee about this as well, and what he had explained

5 to me is that we had also asked for -- we had asked

6 for information, I didn't expect to see it in the

7 budget. I had just asked: What are all of the

8 things that roll up into personnel costs?

9 Because we were talking so much about

10 workman's comp insurance and where did that fall.

11 If you look at this sheet, about the first half of

12 it is -- if my understanding is correct, the first

13 half of this sheet rolls up into personnel costs,

14 and then the rest of it is services and supplies

15 that had significant increases.

16 What budget is it that we're looking at

17 here?

18 MR. CRIPPS: This one on the screen is for

19 the finance department.

20 CHAIR SCHMITZ: Okay.

21 I have question about -- I'm backing up a

22 little bit. When we talked about marketing, am I

23 understanding correctly that the venues themselves,

24 like Diamond Peak and golf, that in their budgets,

25 they don't actually have the cost of the marketing?

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1 That's being burdened to the marketing department  
 2 not to the venue; is that correct? Or is the  
 3 marketing department charging and it is showing up  
 4 in the venues as a cost?  
 5 MR. CRIPPS: The venues each have their  
 6 own marketing costs as well.  
 7 CHAIR SCHMITZ: So that didn't answer my  
 8 question. So they have their own as well, meaning  
 9 that marketing is paying for advertising, and the  
 10 venues are paying for other advertising over and  
 11 above that?  
 12 TRUSTEE TULLOCH: General Manager Bandelin  
 13 will help you out here. I think I know the answer  
 14 as well.  
 15 CHAIR SCHMITZ: My question is is that if  
 16 we have marketing, this marketing budget, and these  
 17 venues aren't being charged, I am just confused why  
 18 the cost of doing advertising for golf and Diamond  
 19 Peak is in the marketing budget and it's not in the  
 20 Diamond Peak budget.  
 21 MR. BANDELIN: That's purely a function  
 22 of, I would say, how we report or share information  
 23 in this particular setting of budgets and so forth.  
 24 But just like the earlier conversation with food and  
 25 beverage, the venue managers or the venues

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1 themselves -- we'll just use like golf and ski for  
 2 example -- budget accordingly working with the food  
 3 and beverage manager, and like for ski, all revenue,  
 4 all cost of goods, all operating supplies and so  
 5 forth -- I kind of laid that out in some of the  
 6 Diamond Peak executive summary -- go into the fund  
 7 of 3034434. And just like marketing, it's not  
 8 designed like an internal interfund, like your  
 9 buildings fleet and so forth, so each venue supports  
 10 a certain allocation of marketing just within their  
 11 budget so it's all within the 98 funds. We just  
 12 report it, just like food and beverage in, I guess,  
 13 an odd fashion.  
 14 When we provided these reports that you  
 15 looked at, we did separate food and beverage, but  
 16 tonight I'll be speaking to food and beverage within  
 17 ski and same with marketing.  
 18 I hope that kind of answers your question.  
 19 TRUSTEE TULLOCH: If I may jump in. I  
 20 think the question is we're seeing a 287,000  
 21 external marketing spend that's shown in the general  
 22 fund. The number Trustee Noble referred to is  
 23 having been slashed from the original budget. Does  
 24 that 287,000 come out of your budget, is that cost  
 25 charged to you so it's not actually a cost in the

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1 general fund?  
 2 MR. BANDELIN: I do believe -- I think  
 3 there might be some more clarification that would  
 4 have to happen as far as the general fund, but when  
 5 we were talking about marketing, I think I put in  
 6 the ski executive summary, as far as advertising  
 7 paid, object number 7010, fiscal year '24 budget was  
 8 208,000; fiscal year '25 budget was a proposed spend  
 9 of 340,000 for a 132,000. So the total amount when  
 10 we provided this information for the slide would  
 11 have been golf, Parks and Rec, other areas where we  
 12 talked about an increase in advertising paid spent.  
 13 Those particular numbers are the ski  
 14 portion that we recommended within the budget.  
 15 TRUSTEE TULLOCH: That's the ski portion  
 16 of the 287,000?  
 17 MR. BANDELIN: Was an increase of 132,000,  
 18 63 percent.  
 19 TRUSTEE TULLOCH: Okay. Perhaps I'm  
 20 butchering the question. I'm still a little bit  
 21 confused and want to make sure we're not spending  
 22 287,000 of XL Media in the general fund and then  
 23 we're also spending more from the ski fund.  
 24 MR. BANDELIN: You're not.  
 25 Actually, if I remember from actually

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1 doing the budgets over the years or us presenting a  
 2 marketing, we talk about the whole district. I  
 3 don't believe there's -- there's very, very few, if  
 4 any, dollars in the general fund for advertisement  
 5 or media spend. All within ski, golf, Parks and  
 6 Rec, tennis, what have you.  
 7 TRUSTEE TULLOCH: I think there was 8,000  
 8 I saw for community advocacy or something, which I  
 9 didn't understand, but I'll let that one go at the  
 10 moment.  
 11 Does the actual -- does the cost of the  
 12 marketing department salaries, is that also respread  
 13 as part of central services?  
 14 MR. BANDELIN: Absolutely. Yes.  
 15 TRUSTEE TULLOCH: So that's allocated.  
 16 MR. BANDELIN: Certain amount of time  
 17 spent. Ski, of course, would have the most dollars,  
 18 expense in wages and salaries.  
 19 TRUSTEE TULLOCH: Chair Schmitz, does that  
 20 answer the question?  
 21 CHAIR SCHMITZ: No. Because I don't  
 22 believe that marketing is part of the central  
 23 services cost allocation.  
 24 MR. BANDELIN: It is not.  
 25 CHAIR SCHMITZ: No, it is not. So

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1 marketing is not part of central services costs.  
2 And my point is this: If the marketing  
3 department is an expense center and, to me, there  
4 needs -- it needs to be offset or the venues need to  
5 cover the costs. And if the venues are covering the  
6 costs, then does the general fund receive credit for  
7 the amount that the venues are paying for this paid  
8 advertising?  
9 Because paid advertising should be part of  
10 the cost of doing business at those venues, and it  
11 appears as though the costs are in the marketing  
12 department in the general fund.  
13 MR. BANDELIN: Why doesn't staff, while  
14 we're having this meeting tonight, look to see what  
15 advertising dollars or -- it's all going to be  
16 expense or we can tell the Board how many expense  
17 salaries and wages dollars are in the general fund?  
18 So before we leave here tonight, we can take a quick  
19 look to be able to tell you that dollar amount.  
20 It's going to be fairly small, I would imagine.  
21 CHAIR SCHMITZ: I think what you're saying  
22 is that the marketing department gets allocated out  
23 some way into a cost line within your budget?  
24 MR. BANDELIN: It does, yeah. Unlike food  
25 and beverage, it's months at ski, six months at

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1 TRUSTEE TULLOCH: Any other questions?  
2 Seeing none, we'll move on and look at the  
3 venues. I have a suggestion that we look at the  
4 beaches first, if trustees, the Board is happy with  
5 that, we'll move on to the beach venues.  
6 MR. CRIPPS: On screen what I have here is  
7 the comparative, side by side, just like what I had  
8 previously with the finance department. It does  
9 begin on page 312, however, the very ending line is  
10 the very first line for the beach fund. You'll see  
11 it indicated by the 390. To that, with any  
12 questions, I may request that General Manager Magee  
13 help field those.  
14 TRUSTEE TULLOCH: Questions on the beach  
15 fund?  
16 I have some questions. We're seeing a 50,  
17 60 percent increase in salaries for the beach, yet  
18 we're showing the rates for the beach for boat  
19 launch, for access to the beach all staying  
20 consistent. As I recall, the beach access fee has  
21 not been changed for several years. I don't think  
22 the boat launch fees have been changed for several  
23 years. Yet our wages and salaries cost and a lot of  
24 associated costs are accelerating exponentially.  
25 The question is why have we not addressed

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1 golf, and then an allocation over to -- so  
2 marketing, I almost treat it like lift operations at  
3 the ski hill. It's there, there's expenses  
4 associated with it, and then in the summertime, the  
5 wages and expenses are allocated to the work that's  
6 being performed in the ski off season.  
7 CHAIR SCHMITZ: Okay. What I would like  
8 to understand is how much of marketing expenditure  
9 is shipped out to the different venues and how much  
10 is being actually covered within the general fund?  
11 Does that make sense?  
12 MR. BANDELIN: I don't have it in front of  
13 me there, but I'm guessing that Mr. Raymore probably  
14 put that in the executive summary. I can go in the  
15 back room and find that and see if the cost  
16 allocation for salaries and wages, if that's the  
17 real question here, how much goes to the 100 general  
18 fund.  
19 CHAIR SCHMITZ: Right. Okay. Thank you.  
20 Sorry I got us off track here. It was the question  
21 I had about it appears as though the general fund  
22 was incurring the marketing expenses.  
23 TRUSTEE TULLOCH: Adam, have you  
24 completed?  
25 MR. CRIPPS: Yes, I have.

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1 the changes in the rates to address these additional  
2 costs we're doing?  
3 MR. MAGEE: I'm happy to field that  
4 question.  
5 The increase in the salary line and some  
6 of the trickledown expenses associated with that,  
7 there's not only the contractually required  
8 increases, but also some additional hours were  
9 budgeted that the former director had indicated to  
10 me before she left that she believed those hours  
11 were consistent with the levels of services that  
12 have been provided in the past and what is needed to  
13 continue to operate the beaches effectively.  
14 As you know, as the Board knows,  
15 Mr. Bronson from Baker Tilly is assisting us right  
16 now. He's been on the job maybe eight, ten days is  
17 all and helping us out part time. One of things  
18 that I've asked him to do is to start giving us some  
19 of his thoughts and evaluations of what needs to be  
20 done, and this is something that he identified that  
21 when we have a permanent director, he felt that some  
22 of these fees should be looked at immediately as  
23 well.  
24 TRUSTEE TULLOCH: Can I suggest, since  
25 we've already seen some of these changes, I noted

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1 that at an earlier budget presentation or something,  
2 that we'd extended the boat launching hours from  
3 8:30 to 5:00 to now 7:00 to 7:00, but yet we've kept  
4 the boat launch fees the same.

5 I think given the scale of increases we're  
6 seeing here, I'm not convinced that we can wait for  
7 a new director being appointed and taking place to  
8 then look at fees by which time the summer season is  
9 over and we've lost the chance to actually recoup  
10 some of these additional costs. I'm not sure how  
11 we -- how there's a thinking that we can just keep  
12 rates the same when all the costs of providing the  
13 service are going up. If we want to keep the same  
14 service levels, the way costs are rising, we need to  
15 recover some of that in the fees.

16 Perhaps a very simplistic way of looking  
17 at it, but rather than just imposing additional  
18 facility fees or beach fees or taxes, whatever we  
19 like to call them, surely we should be recovering  
20 some of this from the users.

21 MR. MAGEE: We can certainly add that to  
22 the list of items that we're asking Mr. Bronson to  
23 look at immediately. And if the Board directs,  
24 we'll jump on that right away.

25 CHAIR SCHMITZ: To expand the beach, the

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1 numbers are real and what caused us to have a  
2 doubling of revenue. That just jumps out at me as  
3 being odd.

4 And if we had 2.75 in revenue last year, I  
5 don't know why would be predicted \$200,000 less in  
6 revenue, unless I just don't understand what is  
7 making up this sales and fees number. The sales and  
8 fees if it doubled, gosh, maybe we can be lucky and  
9 double it again.

10 I think that these revenues numbers, if  
11 that '23/'24 actual is real, I don't know why we're  
12 having \$200,000 less in revenue. I don't know why,  
13 and it doesn't seem right. I'd like an explanation  
14 of that because I don't know why we would be  
15 decreasing our revenue -- we're increasing wages by  
16 almost 18 percent, and we're decreasing revenue by  
17 18 percent.

18 TRUSTEE TULLOCH: My thoughts entirely. I  
19 noticed the projected revenues for the beaches have  
20 dropped, but all our expenses gone up. Then the  
21 costs of services, the cost of beach access is all  
22 staying the same. I don't think these prices  
23 have -- these access costs have moved for  
24 several years, these services costs.

25 We can't just -- are we hoping that

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1 boat launch hours, that's a significant increase in  
2 cost because I believe it requires multiple people,  
3 it's not just one person at the booth because of all  
4 of the requirements with TRPA for tracking of the  
5 sealing and what not.

6 If there really is need from our community  
7 to extend those hours, then we have to figure out  
8 some ways to recoup the costs because it's not just  
9 a single person; it's multiple people. And I'm not  
10 sure what the justification is.

11 Perhaps, maybe on the weekends it's more  
12 of a demand than during the week, but I think that  
13 when we're looking at changing levels of service, we  
14 have to look at cost structure, and I don't think we  
15 have increased the boat launching fee for probably  
16 three or four years, if my memory is correct. I  
17 think we have to look at these fees.

18 And I have a question that goes back to  
19 the pages that you provided to us on Monday, these  
20 are the only pages I have in hard copy, and for the  
21 beaches, the 2022 actual revenue for sales was like  
22 600,000. And then remembered thinking what were we  
23 doing in '23/'24 when we budgeted sales to be  
24 almost 1.3 million. And then the actuals came in at  
25 1.275 million. So, I want to know where these

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1 something is covering them? Because hope is not  
2 really a strategy in terms of these things.

3 I see the revenues are projected to go  
4 down from 1.275 actual this year to 1.047 next year.  
5 What's the -- why are we then saying that we need  
6 additional staffing, we need additional services and  
7 supplies? These things just don't seem to go  
8 together if we're going to have less volume at the  
9 beaches. Surely it should be impacting through to  
10 somewhere else.

11 MR. MAGEE: And I don't know what the  
12 thought process was with the former director on why  
13 she's showing the decrease in revenue. We can  
14 certainly take a look at the fees, and if the Board  
15 would provide some direction on us bringing back a  
16 recommendation related to the salary increases and  
17 the hours that are budgeted, we would be happy to do  
18 so.

19 TRUSTEE TULLOCH: Yes, I'd like --  
20 certainly for our next budget meeting Tuesday, I'd  
21 like to see what the increases in budgeted hours  
22 are, the reason for that. I'd also like to see how  
23 quickly can we come up with a revised pricing  
24 schedule since we're just about to start hitting the  
25 summer season. We should not be leaving this until

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1 September to decide on new rates because that will  
 2 impact revenues.  
 3           It doesn't impact parcel holders or  
 4 anything directly because they're getting free  
 5 access to beach. We're talking about guest access  
 6 here.  
 7           MR. MAGEE: Understood. And absent any  
 8 further direction from the Board, we'll start  
 9 working on the fee study right away.  
 10           TRUSTEE DENT: I'm going to make a point  
 11 that it's really important that we get timely  
 12 reporting, that way staff can plan on what the rates  
 13 should be so we're not waiting until the very end to  
 14 make changes to rates. Sometimes in this situation,  
 15 after rates have been set have not been approved by  
 16 the Board, which is a function of the Board.  
 17           I think it would be important for the  
 18 General Manager to come back to us and give us a  
 19 recommendation on where rates should be so  
 20 next year's board isn't blindsided at the last  
 21 minute with massive cost increases and revenues  
 22 decreasing.  
 23           Second point I wanted to make was related  
 24 to capital improvements at beaches. We know we have  
 25 a huge construction project planned there. Some of

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1 the connection.  
 2           CHAIR SCHMITZ: I agree that given that  
 3 this project for the beach house is just growing  
 4 exponentially, I think we should talk about we  
 5 should bond it. I don't think we should be trying  
 6 to collect more. We have roughly \$9 million and we  
 7 can put that towards some of the costs and we can  
 8 also then meet or fund balance requirements.  
 9           I think that there also was a project, I  
 10 believe, for replacing the bridge between Incline  
 11 Beach and Ski Beach, and I believe it's in our  
 12 budget, but I'm not sure that the grant was listed.  
 13 I recall being told that that bridge would be  
 14 getting replaced through grant funding. So, if we  
 15 haven't budgeted in that grant funding and we  
 16 budgeted it in the bridge, we're also, then, over  
 17 projecting.  
 18           I agree that we should be looking at the  
 19 pricing, and I agree that we should be looking at  
 20 bonding this beach house so that we can do what  
 21 needs to be done and have it paid for in our future.  
 22           TRUSTEE NOBLE: If staff is going to be  
 23 coming back with a rate study and proposing  
 24 increases to the fees for launching boats, I would  
 25 ask that we look back for the last five years so we

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1 these items that are on the executive summary as it  
 2 relates to improvements, it seems, possibly, some of  
 3 these, maybe we wait given that we're going to be  
 4 reworking the entrances and construction's going to  
 5 start next year.  
 6           When it comes to the actual funding of  
 7 those projects, I don't think it's something that  
 8 individual Picture Pass holders should be bearing  
 9 the cost for something that would be around for 30,  
 10 40, 50 years. I think it would be something that we  
 11 definitely need to look at bonding, which is what  
 12 the Board directed staff to focus on last year when  
 13 it came to the beach house and not to wait until the  
 14 last minute.  
 15           So the answer to the question from the  
 16 opening presentation as to how we should look at  
 17 funding this source, I think it's definitely  
 18 something we need to look at bonding, not only this  
 19 project plus a project like tennis, another legacy  
 20 facility project that's going to be around for many,  
 21 many years. I don't know why we would want to pay  
 22 for it today when we could be paying for it over 30,  
 23 40 years.  
 24           That's my two cents on these items. It  
 25 gets outside of the beach fund, but I wanted to make

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1 can see what has been increased and not just a  
 2 snapshot of what it is compared to last year.  
 3 Anecdotally, I know that the launch fees have been  
 4 increased at least once in the last couple of years.  
 5           And with regards to the expanded hours,  
 6 it's my understanding that those hours are  
 7 commensurate with the -- as we get deeper into the  
 8 summer season, and that's nothing new. In fact, I  
 9 know last summer the boat ramp was open 7:00 a.m., I  
 10 believe, 8:00 p.m., you had to have your boat off  
 11 the ramp and out of the beach.  
 12           It would be good to know if the, quote,  
 13 expanded hours are actually an expansion compared  
 14 to years past, or that's just an expansion based on  
 15 time of year and it's consistent with year's past.  
 16           TRUSTEE TULLOCH: I made the comment  
 17 because I saw on one of documents that was produced,  
 18 whether I agree with you, I'm not sure whether it's  
 19 this is a normal expansion that's there.  
 20           In terms of rates, though, I get concerned  
 21 when you say let's go and do a rate study. I know  
 22 these rates have not moved for several years. We  
 23 can check on the launch fees, but we know the guest  
 24 access fees have not changed for several years. We  
 25 know our costs have gone up dramatically. I don't

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1 think this is something we can delay and come out  
 2 with new cost in September, which will then be  
 3 reflecting current costs, and then we see another 20  
 4 percent increase in budget proposals for next year.  
 5 We'd still be behind the eight ball.  
 6 I would certainly encourage the Board to  
 7 think about just making some emergency changes to  
 8 these and updates to these. I think it's -- to me,  
 9 that would be appropriate. Unfortunately because  
 10 these budgets numbers have come at the last minute,  
 11 we're certainly up against the wall for that, but I  
 12 see no reason why we can't make changes to recoup  
 13 some of this in revenue. Particularly as we're  
 14 projecting revenue going down almost a quarter  
 15 of million bucks from last year.  
 16 TRUSTEE DENT: I wanted to just make sure  
 17 we're not just looking at the boat ramp or boat  
 18 launch fee and pass it. I wanted to look at the  
 19 whole -- any options that if costs are truly going  
 20 on up across the board, if they're going to be  
 21 coming out of every homeowner or is there going to  
 22 be a combination of that, the individual user would  
 23 be a part of that.  
 24 One thing I also wanted to make sure we're  
 25 looking at that we don't miss because it was missed

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1 you're not charging them in advance and had to pay  
 2 more at the gate if they actually even went to the  
 3 beaches and used what most people don't use.  
 4 I just think it's important we look at  
 5 that or, possibly, it's part of the policy that  
 6 changes through this process. I would hate to see a  
 7 future board end up in the situation we ended up in  
 8 last year when we truly need to be charging people  
 9 for things that we couldn't spend the money to do,  
 10 and, again, we're collecting more money than we  
 11 need. I just think it's unintended consequences,  
 12 it's something that we just need to look at moving  
 13 forward.  
 14 CHAIR SCHMITZ: In summary, what I  
 15 think -- and I'm summarizing what I think the  
 16 direction of the Board has been for the  
 17 clarification for staff, but I believe what we have  
 18 requested is to adjust the pricing at the beaches  
 19 for access and to review the sales and fees line  
 20 number and adjust that as appropriate. And then,  
 21 potentially, remove the collection of capital  
 22 improvement funds through any sort of a beach fee,  
 23 and instead be looking to make use of bonding for  
 24 the remainder of the beach house. That would  
 25 potentially reduce what we would be needing from a

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1 last year, and it has to do with the policy, is when  
 2 we approve what the beach and rec fee are, that gets  
 3 tied into the Picture Pass, say, the value side to  
 4 your punch cards. And I wanted to just see if we  
 5 should be unwinding that a little bit where -- or  
 6 just make a note of that where these actually tied  
 7 to those cards because it's all fictitious anyways.  
 8 Is it that by certain dollar amount, it goes up or  
 9 down based on what the usage fee is that the Board  
 10 approves annually.  
 11 And I'm curious what my colleagues  
 12 thoughts are on that.  
 13 CHAIR SCHMITZ: Not sure I'm understanding  
 14 what Trustee Dent is referring to. I think what  
 15 you're saying is that instead of setting the value  
 16 of, say, a punch card to be one-fifth of whatever,  
 17 you're suggesting we set it to be a specific value.  
 18 Is that what you're trying to say?  
 19 TRUSTEE DENT: Yeah. I think it's  
 20 important that we remember that after going through  
 21 this process. Whether it be beach and rec fee be  
 22 \$400, \$900, \$2,000, I think it's important because  
 23 there was a consequence last year. We lowered the  
 24 usage fee, which then lowers what you charge each of  
 25 the homeowners, and then people get upset that

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1 facility fee to cover the costs at the beaches.  
 2 Is that what the Board has basically  
 3 directed, in summary?  
 4 TRUSTEE TULLOCH: Sounds fairly close to  
 5 me.  
 6 TRUSTEE NOBLE: I would agree.  
 7 But with regards to Trustee Dent's  
 8 thoughts with regards to the value of punch cards, I  
 9 think it would be appropriate to set a value, and  
 10 then adjust that annually based on inflation versus  
 11 tying it to the actual rec fee assessment. That  
 12 way, there's some stability with regards to that,  
 13 and we don't run the problem we did last year.  
 14 TRUSTEE TULLOCH: I think if we went  
 15 forward with staff's proposals this year with  
 16 increasing the fee to 780, when we're not changing  
 17 the guest access, we'd be giving a windfall to the  
 18 STR users, and we heard lots of complaints from the  
 19 community about excessive STR usage of punch cards.  
 20 That whole issue is -- I agree with Trustee Dent and  
 21 Trustee Noble that I think we do need to look at  
 22 what the policy is on how these punch cards are  
 23 used.  
 24 My question for General Manager Magee is  
 25 can we come up with some revised access rates for

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1 the beach to reflect some of these costs increases  
2 prior to Tuesday?  
3 MR. MAGEE: We can certainly give it a  
4 try. We'll do who we can.  
5 TRUSTEE TULLOCH: I don't think -- I think  
6 we have enough data. We've seen the costs go up  
7 dramatically, but we haven't seen any increases  
8 there. Let's look at what that can do to the  
9 potential there on the revenue line.  
10 CHAIR SCHMITZ: I agree. But I want us to  
11 look -- as Trustee Noble had said -- to when was it  
12 the last time that we increased it and how much did  
13 we increase it last time. Because while a \$5  
14 increase doesn't seem like a lot, it's a huge  
15 percentage, and I think we should be mindful of what  
16 the percentage is rather than just a dollar amount  
17 on that.  
18 And I would caution my trustees about  
19 changing the philosophy on punch cards right now,  
20 because staff does have on their radar coming back  
21 to the Board this year with recommendations related  
22 to the punch cards. I would caution of changing the  
23 historical procedure when we know that we have staff  
24 planning to come back to the Board with some  
25 recommendation for changes for implementing

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1 We'll take it in any order you want.  
2 We'll be back in five minutes.  
3 (Recess from 6:58 p.m. to 7:07 p.m.)  
4 TRUSTEE TULLOCH: The Board of Trustees is  
5 back in session. Next up, we're going look at ski  
6 venue.  
7 MR. BANDELIN: What we'll do here, we'll  
8 -- if everybody could look in their packet, it  
9 doesn't have a page number on it, but we're going to  
10 refer to the blue and white elongated sheet, the  
11 community services ski fund sources and usage page.  
12 We also inserted, in supplemental fashion into the  
13 packet, a new fiscal year '24/'25 executive summary  
14 that we will be referring to.  
15 And then probably what I'd like to do is  
16 at least inform the Board or let them know that I am  
17 prepared to walk through what we thought was helpful  
18 information, that's begins on page 8 of the board  
19 packet in the 03434 fund on page 8, that I have  
20 serval areas highlighted in the explanation of the  
21 '24 to the '25 budget.  
22 I'll just ask the Chair or Trustee Tulloch  
23 to ask the Board if there's any questions on that  
24 particular sheet. I have noted probably several  
25 what I would call "errors" on my part, as we worked

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1 potentially next year.  
2 I just caution that.  
3 TRUSTEE TULLOCH: I think it's appropriate  
4 to look at the percentage change.  
5 I think the positive part of that is this  
6 only really applies to guest access, so it's less of  
7 an impact in some respects. I know it certainly  
8 impacts some people. Let's look at when the last  
9 change was made and when it's there.  
10 Picking up a couple of things that Trustee  
11 Dent mentioned, if I look at the capital here on the  
12 beach, there's \$55,000 for a grounds beautification  
13 project. I think we need to look at what that  
14 involves. If we're going to spend \$55,000, then rip  
15 it up with construction traffic next year if we go  
16 ahead with the beach house. I think some of that  
17 may apply to playground improvements as well,  
18 depending where they are. I'd ask staff to take a  
19 look at these two items as well to see whether  
20 they're still feasible or not.  
21 If there's no further discussion on that,  
22 I suggest we take a five-minute break, return at  
23 7:05. Which venue do you want to deal with next?  
24 MR. MAGEE: Totally up to the Board. We  
25 are prepared to address that the Board will like.

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1 through this process fairly swiftly. And should  
2 probably allude to some of those comments as we  
3 continue on with discussion.  
4 The executive summary report is in similar  
5 format as to the fiscal '23/'24 format, talks about  
6 an overview of the actual ski resort, the services  
7 provided. We did insert yesterday as we were  
8 putting this together the key rates. That will  
9 actually come out in another book once we provide  
10 the actual budget book to the Board of Trustees and  
11 the community. We talked a little bit about  
12 visitation. Staff, as just in last year, not a lot  
13 of changes to the operational services of the ski  
14 venue. The operating funds within service and  
15 supplies, we showed items within the operating  
16 budget as it relates to ski venue sources and uses.  
17 And then net sources. And then the operating margin  
18 for the departments that contribute to revenue of  
19 the ski venue.  
20 We also show in a separate table, ski  
21 venue operations that are related only to expenses,  
22 I would call, the overhead of the operation outside  
23 of the revenue portion. We show an updated,  
24 although not completely accurate, but numbers taken  
25 from the end of April. And I would say that they're

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1 pretty close, but not completely audited on our --  
 2 we do track in the key performance indicator or  
 3 referred to as a "service measure of units," that we  
 4 show here over time with actuals beginning in '19  
 5 and '20 up through April of this year. And then I  
 6 wanted to show what was budgeted last year and, I'm  
 7 presuming, recommending for budgeted amount of KPIs  
 8 for this upcoming fiscal year.

9 I tried to do my best in a short amount of  
 10 time to speak to a few budget highlights of  
 11 personnel staffing and provided some numbers of  
 12 particular dollar amounts within salaries and wages.  
 13 Budgeted '23/'24 compared to actual.

14 And then fiscal year '20, it looks like I  
 15 made an error on the date there. And the variance  
 16 of breaking it out, as we won't see on the other  
 17 sheet that we're going to refer to, salaries, wages,  
 18 and fringe benefits, and then totals.

19 The ski fund recommendation is not  
 20 including any additional staff, new personnel. The  
 21 budget or forecast, if you will, does not include  
 22 any initiatives. I would say it's stagnant in any  
 23 new thought process of new revenue sources. We  
 24 haven't identified any of that, and so it's fairly  
 25 status quo.

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1 Kind of what you heard me say as the  
 2 general manager over time, really our position there  
 3 is to fund appropriations that really focus on, one,  
 4 the service of providing paid skiing to the  
 5 community and to non-residents, as well as, what's  
 6 really dear to me, the upkeep, care, and condition  
 7 of maintaining the infrastructure itself of our  
 8 facility up there.

9 I spoke a little bit about service and  
 10 supplies. We'll hit that on a couple of other  
 11 sheets. In service and supplies, we had heard --  
 12 and we thought it would be helpful, I included a  
 13 chart that kind of lists, it's the tall chart on the  
 14 top of what appears to be the second to the last  
 15 page of the summary, and it identifies the object  
 16 number. Service and supplies is made up of all the  
 17 7000s cost codes, is what we call them, and it  
 18 starts with advertising paid and ends with travel  
 19 and conferences. What I did is provide the budgeted  
 20 amount in the column labeled "Fiscal Year 2024," and  
 21 a comparison or show a variance to the recommended  
 22 or proposed fiscal year 2025 budget.

23 What I wasn't able to do in the time  
 24 constraints is to have that column in the middle of  
 25 where we are with actuals, even though we have --

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1 the report I would pull up, we would still probably  
 2 have 60 days of operations, incurring expenses,  
 3 where we're at now until the end of the fiscal year,  
 4 and then it would be really accurate, but we kind of  
 5 show that on the other sheet that we're going to  
 6 refer to now, an estimated actuals.

7 I'll finish off the report where staff  
 8 speaks to just kind of an outlay so it's there in  
 9 front of the fiscal year 2025 proposed capital  
 10 expenditures for the ski venue. Then that's -- we  
 11 spoke about it several meetings but I just wanted to  
 12 write it down and have it here in front of you,  
 13 replace the grooming machine. It was originally  
 14 purchased in 2014. Replace one of the two 2010 ski  
 15 shuttle buses. Annual replacement of one of the  
 16 mountain operation snowmobile. A 100,000 project  
 17 that consists of the procurement of two snow-making  
 18 fan guns. 300,000 to replace ski rental equipment  
 19 that easily happens on a four-year cycle.

20 And fairly dear to me is the -- actually  
 21 getting underway with this project that I've been  
 22 speaking to, it's been in the plan for quite a  
 23 while, replace the original 1966 electrical entrance  
 24 panels that feed power to the main lodge.

25 And then some -- I would call them

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1 "assets," but on a small scale, replace the  
 2 counterweight cable and the Holbrook carrier grips  
 3 on red box for a total capital expenditure plan of  
 4 \$1.4 million.

5 Staff also speaks a little bit to kind of  
 6 the move that we've been talking about as a district  
 7 for quite a while, the below narrative about  
 8 appropriating funding of \$225,000, that will land in  
 9 7510, repairs and maintenance, which is on the sheet  
 10 that we were just speaking to on the previous page  
 11 where you see an increase from 7510, repairs and  
 12 maintenance general, 198536, to a proposal  
 13 recommended amount of 407680, for a variance of  
 14 209,000 where the below projects would live that had  
 15 previously been in the capital plan, like replacing  
 16 the coating on the main lodge deck that happens  
 17 every five years, it's moved forward, but I feel  
 18 that's more of an expense item than just part of  
 19 repairs and maintenance in general.

20 Then on a four-year basis, we budget to  
 21 replace the staff uniforms which consist of mostly  
 22 pants and the jackets.

23 Now what I'd like to do, unless there's  
 24 any questions on that, is kind of move to the topic  
 25 of -- does everybody have the sources and uses sheet

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1 in front of you that we can speak to?

2           Again, this -- the '24/'25 budget, the

3 sheet has, of course, the revenues associated with

4 it, the other financing revenues, which is basically

5 non-operated leases, what that really is in layman's

6 term is the revenues derived from the existing cell

7 towers at the top of Lake View lift, near Snowflake

8 Lodge, and then we move into expenditures and uses,

9 which we have all seen, wages and benefits,

10 insurance, utilities, and supplies, and then capital

11 improvements.

12           I don't mean to be -- I'll just come out

13 and say it: I've been in these meetings many times

14 now, I think it's time for me -- I would say that

15 the Board -- I'm going on a limb and saying that the

16 Board would probably not recommend or approve of

17 this budget, even though I know the Board really

18 focuses on all the funds, like the general fund or

19 district as a whole or the community services fund,

20 so I don't want really dive too deep into an actual,

21 just really subfund of community services, but I

22 need to make or ask for -- I can provide direction

23 where we probably shouldn't propose or recommend a

24 budget to you that shows a negative net balance, and

25 I'm speaking to the \$4,336 at the bottom of the

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1 page.

2           I think -- what I would -- it's -- I would

3 say the term you guys or the Board would use all

4 time is: What's the problem we're trying to solve

5 here?

6           And what I will tell you is that I will go

7 back to work. First thing I'd like to let everyone

8 know is that, at least for the case at the ski

9 venue, I particularly wanted to really do the entire

10 budget myself, which was kind of a large task. Adam

11 trained me, we also had the marketing manager in the

12 room, and then I had our seasonal,

13 seven-month-a-year director of skiing services who

14 has been employed by the District for 22 years. It

15 was the only three of us that had any input through

16 the entire budget. I want to be clear to let you

17 know that there wasn't a lot of hands in this. I

18 need to learn how to do it. This is a completely

19 new system. It took quite a bit. We were on a

20 pretty fast timeline turnaround, and then we've seen

21 changes happen here in the last couple of days.

22           I would say that -- to hopefully answer

23 your question that I would -- or staff would start

24 the process of beginning on Tuesday, hopefully, for

25 Tuesday night or I think by Wednesday's budget

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1 hearing meeting that you would see new

2 recommendation of admission and fees or sales and

3 fees with an adjusted number to be higher than what

4 is in your sources and uses sheet. The

5 non-operating leases will not change because we just

6 know that that's what it is.

7           I listened very intently when there was

8 discussion from the previous chair at these

9 particular meetings last year, and I kind of assume

10 from the tone of our meeting on Monday and then some

11 of tonight's meeting that the idea would be to lower

12 expenses. I would make particular adjustments to

13 wages and benefits to decrease the \$821,000 down to

14 something more palatable. To eventually have the

15 net sources and uses number at the bottom be in a

16 positive net figure, which I think it very much

17 should be or I think staff would all agree that's

18 how we should operate the ski venue. I'll make

19 adjustments to service and supplies to be able to

20 not show a 28 percent increase.

21           I will not be making my adjustments or

22 modifications to the insurance line because we

23 already know what -- that number is really solid. I

24 can certainly make adjustments or forecast to

25 utilities. Take another close look at costs of

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1 goods service. I've been told that the central

2 service cost, that's what it is and won't change.

3 I'll make adjustments accordingly to solve the

4 problem of not showing a black number in net sources

5 and uses. I'll probably receive -- I'd like to ask

6 the question I'll receive some insight from our ski

7 board liaison as making some of these changes.

8           I'm not prepared this evening or tell you

9 exactly what those particular changes would be. I

10 think that the Board will trust staff to make the

11 appropriate adjustments to be able to solve the

12 problem.

13           TRUSTEE TULLOCH: Thank you.

14           Yeah, I think you've correctly interpreted

15 the direction -- the feelings, certainly, of the

16 board members. And understand it must be very

17 disappointing for you to show a negative net number

18 after being, for years, the golden goose to be able

19 to fund so many other services.

20           I think that's important if it's -- if

21 you're preparing a realistic budget, I think it's an

22 important message to put out there because we hear

23 from all different sectors of the community, Diamond

24 Peak can pay for all these subsidies.

25           Diamond Peak's getting to the stage it's

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1 also needing a lot of investment. I'll pass it  
 2 across to the Board.  
 3 TRUSTEE DENT: A couple of things that  
 4 threw me off on page 34 to 39, the executive summary  
 5 of your operating budget where you laid out the  
 6 supplies and services, the banking fee is still up  
 7 by 25 percent, but then our sales and revenues don't  
 8 go up at all. What's driving that projection?  
 9 MR. BANDELIN: It's a little bit hard to  
 10 hear.  
 11 TRUSTEE DENT: Line item 7200, which is  
 12 banking fees and processing, you're showing a 25  
 13 percent increase on that item. Your sales, though,  
 14 and your fees increased by 1 percent. So I'm just  
 15 curious: What is the huge cost driver when it comes  
 16 to that item specifically? Why are you making that  
 17 projection that you're going to be paying so much  
 18 more for processing fees?  
 19 MR. BANDELIN: Well, for once I have a  
 20 really nice answer for that, and that's on page 9 of  
 21 the packet, where this was an error on my part when  
 22 entering in the dollar value and the 2025 proposed  
 23 budget line where banking fees and processing and  
 24 food and beverage, line item 7200, were at --  
 25 budgeted at and \$4,800 in this fiscal year and

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1 41,000 in the proposed budget, which is a mistake.  
 2 And it's an actual percentage of sales  
 3 that we've been using for years and have actually  
 4 been really accurate on projecting the amount of  
 5 banking processing fees on sales.  
 6 TRUSTEE DENT: Then is this a similar  
 7 error with the advertising, the paid advertising and  
 8 trade you're proposing? It was a \$174,000 increase  
 9 over your \$216,000 budget last year.  
 10 MR. BANDELIN: Nope, that is not an error.  
 11 That was -- we talked about it briefly, and I think  
 12 when --  
 13 TRUSTEE DENT: Okay. So maybe it goes  
 14 back to revenue suggestions. If we're talking about  
 15 increasing our spending and processing fees by  
 16 almost \$40,000, but we see \$130,000 in revenue  
 17 increases, I would say just don't do that and save a  
 18 ton of money.  
 19 I might have missed that part of the  
 20 presentation, but I was just -- it's just important,  
 21 you touched on this and you know this from  
 22 last year, these are all real numbers, right? Just  
 23 these three numbers, if we over budget these  
 24 three numbers, the \$236,000, that ends up being \$27  
 25 to every person that has the rec fee charged to

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1 them.  
 2 And if we can go and find that from  
 3 several of these budgets, all of a sudden we don't  
 4 need a rec fee of \$1,500 this year. We can live  
 5 within our means and don't need to be dipping into  
 6 fund balance, what I'm referring to, we can live  
 7 within our means, and all of a sudden we're back in  
 8 line, slightly higher than what we actually did  
 9 last year.  
 10 I appreciate you touching on what we did  
 11 last year and your conclusions of that. I missed  
 12 it, there were several pages we got in our packet, I  
 13 didn't know what PDF I'm looking at.  
 14 CHAIR SCHMITZ: I, too, have so many  
 15 different files opened. When we're talking about  
 16 things, give us a minute to try to find them because  
 17 there's just so many spreadsheets everywhere.  
 18 But I wanted to say, Mr. Bandelin, thank  
 19 you so much for your approach and your  
 20 professionalism because I appreciate you  
 21 understanding what the Board is looking at and  
 22 trying to accomplish and working to help us to  
 23 accomplish that.  
 24 One thing that I wanted to point out, I  
 25 missed it when we were talking about the beach fund,

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1 there's no investment earnings in our budget. And I  
 2 know the beach fund has like \$9 million, so there  
 3 should be some nice investment earnings that isn't  
 4 included on the sources and uses for beach and also  
 5 here in your budget. And I'm going to through the  
 6 sources and uses that was given to us on Monday. I  
 7 just wanted to point that out as another helping  
 8 factor.  
 9 I, too, question the increases in staffing  
 10 and things when we have revenue that's flat. But  
 11 one of questions I have relative to your staffing,  
 12 I'm going to -- from my memory on your year end --  
 13 I'm sorry. It was actually contained in the General  
 14 Manager's monthly report, and I'm recalling that you  
 15 reported that ski rentals were down and lessons were  
 16 down. Was that because you didn't have the needed  
 17 staffing, or what did you see that was driving those  
 18 numbers?  
 19 I think most of the ski resorts saw a  
 20 decrease in skiers because the weather, but most  
 21 were reporting increases in lessons. Is this budget  
 22 addressing that particular issue?  
 23 MR. BANDELIN: Sure. Let me see if I can  
 24 answer a couple of those.  
 25 When it comes to forecasting a revenue

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1 that I'll be doing over the weekend, it's been  
2 fairly conservative. If I could take a minute and  
3 I'll go through -- admissions and fees did not hit  
4 their target budgeted for the 2024 season. Food and  
5 beverage main lodge did not hit their targeted  
6 revenue for the 2024 fiscal year. Food and beverage  
7 Snowflake did not hit their targeted revenue for  
8 fiscal year 2024. Adult ski and snowboard lessons  
9 did. Child ski and snowboard lessons did not hit  
10 their targeted revenue for this particular  
11 budgeted year. Ski and snowboard rental equipment  
12 did not hit their targeted revenue for the year.  
13 Hyatt sports shop, I think came close. I didn't  
14 bring complete figures with me as where we're at  
15 year to date.

16 So I'll be -- I know how to do this, make  
17 some assumptions, and I'll be working with -- I know  
18 Trustee Noble and I talk about this fairly often  
19 about how do we increase volume at the ski resort,  
20 and I'll just be blunt in saying that was one of the  
21 items within service and supply line item, one of  
22 the ways that you increase volume versus pricing is  
23 by having more visitation. I'm not an expert, but I  
24 know that with the non-forward thinking or progress  
25 of increasing advertising that we will remain pretty

99

1 TRUSTEE TULLOCH: I'm saying nothing.  
2 Mike, I would echo Chair Schmitz'  
3 comments. I appreciate it and thank you for  
4 actually taking note of indications.

5 I said earlier I had some concerns about  
6 some of your numbers on food and beverage here don't  
7 seem to tie in with the food and beverage numbers in  
8 the packet, so maybe just double check on that. I  
9 had some concerns when I looked at the food and  
10 beverage numbers in ski. And also, yeah, let's be  
11 realistic on the revenues.

12 I think you've carried most of the venues  
13 for several years, and you've delivered fairly  
14 consistently on that. But the cost pressures are  
15 getting everywhere. It's not -- I think that's a  
16 message across all the venues: We can't just expect  
17 ski to just keep continuously bailing out increasing  
18 costs when there's no increases in revenues from  
19 other venues.

20 To Trustee Dent's point on the banking and  
21 fees, I notice similar things, Matt, across all the  
22 budgeted areas. There seems to be big increases  
23 which didn't seem to add up in light of reduced  
24 revenues. I had written on my notes here investment  
25 earnings, I don't think any investment earnings have

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1 flat. There was some thought process of increasing  
2 some paid advertising to increase volume.

3 One example there is that we think -- I  
4 know that just from watching boots on ground every  
5 day for a couple of seasons, were at \$75 for a pair  
6 of rental skis, and during the peak holiday seasons  
7 or days, we're seeing a lot of people come up from  
8 the Bay Area from the Sports Basement skis because  
9 they are a lot less expensive and just not using our  
10 equipment, and we're remaining flat or below  
11 projected revenues within the rental shop.

12 CHAIR SCHMITZ: Interesting.

13 I like that you're -- I think it's  
14 important if you're making assumptions because when  
15 you're doing budgeting and then reflect back on  
16 the year, understanding what your assumptions are  
17 are helpful. It's helpful.

18 MR. BANDELIN: Every season's going to be  
19 different. And every season's going to be -- my  
20 friend up the road had a super good season, and all  
21 of us on the Ski California Board, when we met to go  
22 over how the season was going this spring, my friend  
23 was the ugly duckling in the room because all of us  
24 said we lost the first six games of this 17-week  
25 season, and he didn't.

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1 been credited to any of the venues. I don't know if  
2 they've all just been credited to the general fund,  
3 but I didn't see any investment earnings across any  
4 of the venues in the numbers, which, obviously,  
5 fairly big impact.

6 CHAIR SCHMITZ: I have a question on the  
7 sheet that you sent out to us saying "Budget to  
8 Budget Comparison for Ski," and I don't know how  
9 quickly people can access that file. In that file  
10 on line 64 through 66, it's charitable allowances,  
11 employee allowances, and promotional discounts, and  
12 it shows in the budget that it's been zeroed out and  
13 then there's a comment that says "Allowances are now  
14 netted to A and F."

15 I don't know what that means. What does  
16 that mean, they're "netted to A and F"?

17 MR. BANDELIN: Netted to admissions and  
18 fees.

19 Throughout this budget, there was a lot of  
20 effort on my part -- and not quite finishing, it  
21 might take a couple of budgets to do -- to be able  
22 to consolidate contractual services, consolidate  
23 utilities. We used to spread everything out, we  
24 would have forecasted phone bills of \$50 in ten  
25 different departments. I'm bringing everything back

101

1 into 990.

2 One of exercises of consolidation that

3 would really help myself as the general manager and

4 the venue manager be able to report to the Board is

5 to build the products for sale, most lift tickets,

6 at the regular rack rate of any discount that is

7 associated with them, like veteran's ticket or

8 something, and not incur an allowance in promotional

9 allowance that we practiced for several years,

10 because one -- several previous general managers ago

11 wanted to track allowances, but it's really hard to

12 report on.

13 So what we would do is we would take, say

14 your adult daily lift ticket would be for a

15 particular promotional product, like the veteran's

16 ticket, I'm not going to be able to tell you what

17 that price was or how much we would build the

18 product at rack rate, and then whatever the amount

19 was, which was \$25 and the ticket is \$175, then \$150

20 would go into the allowance.

21 It was confusing to speak to, it made for

22 reporting of me being able -- say if any particular

23 month that we wanted to report on admissions and

24 fees, A and F, on a monthly basis for one particular

25 department, you're actually having to go through --

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1 items.

2 CHAIR SCHMITZ: It just seems like really

3 a big number for discounts.

4 MR. BANDELIN: It is.

5 CHAIR SCHMITZ: I mean, \$400,000 for

6 promotional discounts. That's your advertising

7 budget.

8 Then I have another question about, in

9 this line item here, the advertising, it's down on

10 line 257, but it does have \$340,000 of paid

11 advertising. So my question is you've got the paid

12 advertising budgeted in marketing and now you've got

13 paid advertising over here, are we double counting

14 advertising expenses?

15 MR. BANDELIN: No. I'm looking for it.

16 It's on page 239 of 516, and what you're seeing is

17 30343498, 7010, advertising paid, a budgeted amount

18 of \$2,008 in '24, and proposed budget of 340.

19 Are we on the same page here?

20 CHAIR SCHMITZ: Yep.

21 MR. BANDELIN: That's is within service

22 and supplies of the ski fund.

23 CHAIR SCHMITZ: So is that advertising in

24 addition to what marketing -- I'm just getting

25 confused about what we're budgeting and doing in

102

1 the way that our system is deduct all the allowances

2 and come up with a net amount.

3 The exercise was to remove the particular

4 allowance of -- besides charitable, I leave --

5 employee allowances and promotional allowances.

6 CHAIR SCHMITZ: Does that mean that we

7 still have roughly \$573,000 of promotions? It's

8 about 4.5 percent of revenue. Is that still what is

9 in the budget somewhere, just being handled in a

10 different way? It's just being deducted? I mean,

11 the answer's yes.

12 MR. BANDELIN: Correct. So I took the,

13 outside of passes, \$5.2 million in admissions and

14 fees in 600, basically lift tickets, and netted out

15 after the reduction of promotional allowance,

16 employee allowance, and charitable allowance.

17 So the net amount is what you're probably

18 seeing on that sheet, and I also did -- it might be

19 a little confusing to look at, I can pull up that

20 page, but I also had the accounting finance team

21 management analyst, budget analyst help me or us,

22 staff, be able to separate out admissions and fees

23 for passes sold to non-resident, to Picture Pass

24 holders, and lift tickets as well so we could show

25 the revenue from each one of those on separate line

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1 marketing and what your budgeting and doing here.

2 MR. BANDELIN: Marketing is a -- it's

3 just -- marketing is just like lift operations,

4 slope maintenance, ski patrol, rental shop, except

5 without the revenue. It's just like another

6 division within the ski fund that has expenses

7 associated with it.

8 CHAIR SCHMITZ: So you're budgeted to

9 spend \$340,000 on paid advertising and marketing is

10 budgeting for whatever they -- \$287,000, so these

11 are combined. When we're talking about advertising,

12 we're advertising, and we've got it in marketing,

13 you're getting charged some other way and you have

14 this.

15 Am I understanding this?

16 MR. BANDELIN: Not exactly. I'll say a

17 couple more things and maybe that'll help.

18 If you look to the left where it says

19 "30343498," that's the ski fund.

20 CHAIR SCHMITZ: I get that. It's I'm

21 trying to understand why have stuff, and it says

22 "see the marketing budget details."

23 So if the marketing budget is a different

24 number, which number is actually going into our

25 budget, and are we budgeting in marketing and then

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1 we're budgeting here? To me, it looks like we are  
 2 budgeting in two places.  
 3 MR. BANDELIN: I think that may be  
 4 something that staff could help clarify. It's the  
 5 way that we put reports out because marketing has  
 6 expenses in several venues. Not several, but a few.  
 7 So sometimes when we say, okay, let's look at a  
 8 marketing budget all rolled up into one, I think  
 9 that's where it confuses because it said look at the  
 10 marketing one.  
 11 Just like the question you had earlier  
 12 about food and beverage. Well, the food and  
 13 beverage component at ski is in the 340 fund, so  
 14 it's a really good question, and I think, really,  
 15 staff could help clean that up and maybe just come  
 16 back to you and identify with you some of those  
 17 departments that we have within the District that  
 18 also perform funds in other venues.  
 19 TRUSTEE TULLOCH: General Manager Magee --  
 20 CHAIR SCHMITZ: Am I the only one that's  
 21 confused by this budgeting about marketing?  
 22 MR. MAGEE: No. I do understand the  
 23 question that you've asking. And I'm putting that  
 24 down on my list, and we'll make sure that is  
 25 clarified.

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1 I don't believe it has been doubled  
 2 budgeted. I understand exactly what your point is.  
 3 We'll verify that. I think that when you were  
 4 asking about the 287 versus the amount that's in  
 5 Mr. Bandelin's figures here, while we're making the  
 6 recommendations to reduce the overall marketing  
 7 budget, I'm sure that was not communicated to  
 8 Mr. Bandelin and reduced appropriately in his budget  
 9 as well.  
 10 I will confirm that and have that ready to  
 11 go for Tuesday.  
 12 TRUSTEE TULLOCH: Adding to that, if  
 13 you're looking at a couple lines further up, I see  
 14 salary for marketing of 142,000, is that a  
 15 reallocation of the costs of the marketing budget as  
 16 well?  
 17 MR. MAGEE: I'm not certain on that one.  
 18 MR. CRIPPS: That's an allocation of the  
 19 marketing.  
 20 TRUSTEE TULLOCH: No further questions.  
 21 Thank you, Mr. Bandelin. Appreciate it.  
 22 MR. MAGEE: Still in the bullpen, I know  
 23 we have our golf general manager, our interim  
 24 Director of Public Works, and our human resources  
 25 director. Given the district-wide impacts, I would

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1 suggest to the Board we might want to take the human  
 2 resources department next.  
 3 TRUSTEE TULLOCH: Understood.  
 4 I'd also remarked to my board colleagues,  
 5 in terms of the question about allowances, when I  
 6 was looking at the venues and facilities, it shows a  
 7 revenue of 616, approximately, if I recall  
 8 correctly. Yep. When you check all the charitable  
 9 allowances, the employee allowances, the staff  
 10 allowances, the inter-fund allowances, the revenue  
 11 number actually drops a little bit by 400,000, so  
 12 it's an unrealistic revenue number when you remove  
 13 all these.  
 14 I like the idea of actually doing them  
 15 net.  
 16 MS. FEORE: Page 122, I think. Right?  
 17 Okay. What kind of questions can I answer?  
 18 TRUSTEE TULLOCH: The floor is open to the  
 19 Board for questions.  
 20 Seeing no hands up, I'll ask the first  
 21 question. Full disclosure, you've had full warning  
 22 of this.  
 23 I see the request to increase the grading  
 24 of a risk management position. I couldn't quite  
 25 understand if this is an existing position, an

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1 existing employee, or what the situation with this  
 2 is.  
 3 MS. FEORE: The position has existed with  
 4 the District. It has not been filled for over a  
 5 decade. Currently what we have in our HR department  
 6 is a senior HR analyst slash safety supervisor.  
 7 In speaking pretty extensively with  
 8 General Manager Magee, we have really defined some  
 9 of the deficiencies with not having a district-wide  
 10 risk manager, somebody who can take the lead on  
 11 oversight of operational risks, of safety risks, to  
 12 conduct internal audits to ensure that risk  
 13 management initiatives are being adhered to, that  
 14 they're being implemented, proactively manage some  
 15 of these risk initiatives, some of the contract -- I  
 16 think we found some deficiencies with contracts  
 17 specifically related to insurance coverages.  
 18 In finding these things over and over and  
 19 over again and having somebody who is well versed in  
 20 the risk world, this was a proposal that I made for  
 21 this budget cycle. And it is a -- just to be  
 22 transparent, it is a salary grade increase by two  
 23 grades.  
 24 TRUSTEE TULLOCH: This for an existing  
 25 staff member?

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1 MS. FEORE: Yes.

2 TRUSTEE TULLOCH: So it's a transfer.

3 You're eliminating one position and creating

4 another?

5 MS. FEORE: Yeah. It's a zero change.

6 Um-hum.

7 TRUSTEE TULLOCH: Okay. If this has been

8 there for ten years, have you had budget for this

9 for ten years?

10 MS. FEORE: No. This has not been

11 previously budgeted, no.

12 TRUSTEE TULLOCH: So the net impact is 10,

13 20k or something in terms of that?

14 MS. FEORE: Yes.

15 TRUSTEE TULLOCH: I'm a bit surprised

16 because I thought the community services ambassador

17 was going to be superman or superwoman doing all

18 these things as well.

19 MS. FEORE: At the line level, yes,

20 absolutely.

21 TRUSTEE TULLOCH: I also have a question

22 in terms of the worker's comp. Are we self-insured

23 for a certain amount of it?

24 MS. FEORE: No. We are insured through

25 the Pool/Pact, so we get some pretty incredible

110

1 rates as a result of that coop, of sorts. But, no,

2 we are not self-insured.

3 I had received that question before and I

4 had sent that question off to Pool to ask about the

5 potential for self-insurance. I'm not a fan of

6 self-insurance. I think the risk is exceptional,

7 especially in one year. You could have one good

8 slip-and-fall that could just cost the District more

9 money than we've ever seen before. It's definitely

10 a risk.

11 TRUSTEE TULLOCH: Yeah, I mean, more

12 typically I've seen self-insurance up to a certain

13 amount.

14 MS. FEORE: Right. And then you're paying

15 for stop loss, and then you're paying for your TPA

16 and all that other stuff.

17 TRUSTEE TULLOCH: It seems to have been a

18 sticker shock this year. What is the total, about

19 762,000 across the District or something, the

20 increase?

21 MS. FEORE: Yes. We've had just shy of

22 a million in claims over a couple of -- I think they

23 were two significant claims, and then one fairly

24 significant claim that occurred in the last

25 two years.

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1 TRUSTEE TULLOCH: And you say that's a

2 three-year cycle?

3 MS. FEORE: It is a three-year cycle.

4 Our claims were -- our rates were updated

5 in June of 2023, so we would be, potentially --

6 again, I'm going to get all of this information

7 through Pool/Pact just to confirm, but my

8 understanding is is that we would see kind of a

9 recalculation, depending on our modification, our

10 experience modification, we'll see a possible

11 recalculation in a few years.

12 TRUSTEE TULLOCH: Any other questions from

13 the Board?

14 CHAIR SCHMITZ: I'm going to go back to a

15 couple of questions that I have relative to position

16 changes, and I don't know where -- what document to

17 look at, but I believe in, perhaps, your executive

18 summary, you talked about shifting a position, I

19 think it was a payroll position to finance. My

20 question is has that budget been shifted from HR

21 over to the finance department so we have a decrease

22 in HR and an increase over in finance?

23 MS. FEORE: That's my understanding, yes.

24 I confirmed with Assistant Director Cripps.

25 CHAIR SCHMITZ: So there should be a

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1 reduction, then, in the salaries in HR with that

2 change?

3 MS. FEORE: Yes, that's correct.

4 CHAIR SCHMITZ: Okay. Then when it comes

5 to the position, I think it was called "IT meetings

6 coordinator," during Mr. Magee's presentation, I

7 think he stated that about a third of our current IT

8 professionals' time as been spent dealing with

9 meetings. And I think that, as a board, we need to

10 have a better sense of control over all of these

11 meetings that get scheduled because the golf

12 meetings, to me, were excessive, and I don't think

13 that the Board -- I think the Board should give

14 specific direction to these committees and request

15 deliverables from these committees instead of them

16 being so self-directed, because we saw a huge

17 increase in the costs related to those meetings.

18 So if those go down, I would hope that the

19 amount of time would go down. But even at that,

20 it's a third of a full-time person, and I'm

21 struggling to say, well, if we were using a third of

22 a full-time person, why do we need to hire a

23 full-time person to deal with this when I certainly

24 hope the number of meetings will be decreasing as

25 the year moves on.

113

1 I'd like to better understand the  
 2 justification of adding a full-time person for that  
 3 role.

4 MR. MAGEE: I'll take this one.  
 5 We agree with you. We certainly hope that  
 6 the amount of time that is dedicated specifically to  
 7 sitting inside board chambers running the video  
 8 board and what not, as well as some of the  
 9 committees decreases. I'm sharing what the recent  
 10 historical perspective has been.

11 However, part of the reasoning for that  
 12 recommendation is the use of the new Civic Clerk  
 13 system and how that will interact with the new  
 14 website. And we want to make sure that all of that  
 15 video production is mapped correctly and  
 16 appropriately. This is certainly a lower-cost  
 17 position than having our senior IT analyst doing  
 18 that type of work, as well as freeing up his time to  
 19 do the true IT work that we believe he should be  
 20 doing.

21 In addition, this position would be  
 22 providing assistance to the District Clerk. I can  
 23 tell you that I routinely get text messages and  
 24 phone calls from our clerk at 5:30, six o'clock in  
 25 the morning, and nine, ten o'clock at night, and we

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1 believe she needs some assistance. This position  
 2 would be providing some assistance to her as well.

3 And then, finally, the document  
 4 digitization project that I would like to engage  
 5 in -- we have documents that we are required to keep  
 6 all the way back into the 60s, and I think that we  
 7 could keep one person fully employed just doing that  
 8 for a number of years just on that.

9 Those are the primary reasons for making a  
 10 recommendation that this position is funded.

11 CHAIR SCHMITZ: What's the fully burdened  
 12 budget that's been put in for this?

13 MR. CRIPPS: I would have to look into  
 14 that.

15 CHAIR SCHMITZ: I'm recalling a number of  
 16 about \$173,000.

17 TRUSTEE TULLOCH: That sounds correct.

18 CHAIR SCHMITZ: I think we should talk  
 19 about the digitization project because if this is a  
 20 project that we want to go forward with, we should  
 21 put together a scope of work and get bids to do  
 22 that, because you're not -- one person isn't going  
 23 to digitize all of our backlog by themselves.

24 I think that's something we should look at  
 25 a little bit more holistically.

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1 TRUSTEE TULLOCH: I was going to make the  
 2 same comment in digitization. There's a host of  
 3 companies out there that do this as a specialist  
 4 function. Trying to do it as a fill-in job just  
 5 defeats the whole object of it.

6 I share same concern. It's all very  
 7 well saying this position's lower cost than the one  
 8 that's coming and doing it, but we've got to look at  
 9 a lower cost than a third of the cost of the person  
 10 who is doing it.

11 I would suggest if there is a real  
 12 justification for this position, I think what I'd  
 13 like to see is a separate business case to see why  
 14 it's there and just keep adding staff, particularly  
 15 we're going to through here trying to find  
 16 efficiencies, not just add further costs.

17 MS. FEORE: I wanted to mention too, and  
 18 maybe this can be done at a future meeting and I'll  
 19 work with General Manager Magee. I think it would  
 20 be really important for me to have just a few  
 21 minutes of the Board's time to talk about the state  
 22 of employment landscape for Washoe County, because  
 23 some of the stats are a little concerning, and I  
 24 think we need to bring them to your attention so  
 25 that you can see why we're working so hard on

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1 retention costs. The recruitment landscape is a  
 2 little dismal at the moment. Which is great for the  
 3 economy of Washoe County, but makes it difficult to  
 4 get people up the hill.

5 Maybe there's a future board meeting in  
 6 which we could have that conversation.

7 TRUSTEE TULLOCH: Thank you. I'm sure we  
 8 can add that to the long range calendar. I would  
 9 also add a counterinterview:

10 We keep doing the same thing. Every  
 11 time -- if I look at the Parks and Rec executive  
 12 summary, it says the same thing it's said for the  
 13 last four or five years: We need to pay more to  
 14 retain good people and things.

15 We've consistently kept doing this and if  
 16 we still have problems recruiting people, we need to  
 17 start looking at our business model, we need to  
 18 start looking at -- if there's areas that we just  
 19 can't recruit people, we should start looking at  
 20 alternatives in areas that can be -- that other  
 21 companies seem to be able to do quite successfully.

22 We can't just keep saying, well, we can't  
 23 get people, we can't get people, but still keep  
 24 increasing our positions, adding new positions, and  
 25 then saying, well, we can't get people. And we keep

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1 paying more.

2 As I commented earlier, we've seen a 50

3 percent increase in the proposed salaries and

4 benefits just since '21/'22 actual, and that's -- my

5 world, that's pretty real money. And I think to our

6 taxpayers, that's pretty real money. We hear plenty

7 of it in public comment. We even heard it from some

8 unlikely sources on Monday. I think the community's

9 very aware of this.

10 I think we should certainly look at where

11 there is potential in areas that we can staff

12 positions, what other alternatives there are. I

13 think that's part of the board discussion.

14 MS. FEORE: All right.

15 TRUSTEE TULLOCH: Next up? We'll move to

16 utilities.

17 MS. NELSON: I am looking at page 467 of

18 your board packet. We have provided an explanation

19 for every line item within our budget for the

20 services and supplies as well as revenue.

21 For water, sewer, and I'm this sure you're

22 all aware that each water and sewer fund is

23 comprised of water supply water, water transmission,

24 water pumping. And then we have the same breakdown

25 for sewer. And then we also have a shared water and

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1 sewer account.

2 I will turn it over to the Board for your

3 questions.

4 TRUSTEE TULLOCH: My first question, if I

5 look at the proposed water revenues, they're shown

6 as increasing by 25 percent, yet our water price

7 increases 8 to 9 percent. Sewer revenues are only

8 showing as increasing by 8 percent, and the majority

9 of sewer measurement is just based on the water

10 measurement.

11 How have water revenues increasing by so

12 much more?

13 MS. NELSON: The water revenue actually

14 includes rates, your revenue just from rates. We

15 also have income from our fire hydrants. The North

16 Lake Tahoe Fire Protection District pays us annually

17 for fire hydrants. We have the backflow program in

18 there that adds to our income, as well as the water

19 connection fees and the CIP retro fees. We also

20 have what is considered other water, which are

21 customer service requests and that kind of thing.

22 The difference between the two is, I would

23 say, we have plan check fees and all those other

24 things that can't be -- I mean, we can do our best

25 guess as to how many plans are coming in and that

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1 kind of thing, but what we're seeing is that we're

2 anticipating so many plans coming in, we may see

3 those plans come in, but we don't see the revenue

4 until the following year. Because of how our system

5 is right now, we don't collect those fees until they

6 actually pull the building permit.

7 We're looking at revising that and getting

8 the plan review fees up front for a certain amount

9 of time spent on those plans, because if you don't

10 pull a building permit at this time, that time

11 that's spent on those plan reviews is not captured.

12 We're trying to capture all of the fees that we can.

13 TRUSTEE TULLOCH: Understood. But most of

14 those -- apart from moving the timing of the fees,

15 most of these sources existed before. We're still

16 showing a 25 percent increase from 6 million to 7.5

17 million. I'm finding it hard to rationalize that.

18 Despite all that, that would have to be an awful lot

19 of building permits built up there.

20 And if revenues are overstated by, say,

21 half a million, three quarters of a million, it

22 makes an even bigger change in your budget. I'll

23 push back on that because most of these other

24 sources are included, and they're below the line,

25 the top of the revenue line in the presentation, in

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1 the financial presentation.

2 It's the top line I'm concerned about

3 there.

4 MS. NELSON: We will have all of our

5 deeper dive in the revenues broken out for you.

6 CHAIR SCHMITZ: I go back to the

7 pages from Monday, and the utility's fund, as a

8 fund, I'm going -- it's on page 87 and 88 of 125.

9 For the utility fund for this fiscal year, the total

10 revenue for sales and fees was 16 million, and our

11 projected is 15.3 million. So we're 700,000 below

12 that, and yet in the '24/'25 budget, we're expecting

13 to go up another 14 percent.

14 And I'm concerned that I don't know where

15 the 14 percent -- because I don't think we're

16 increasing rates by 14 percent; correct?

17 MS. NELSON: No. The average rate

18 increase in the utility plan -- or in the utility

19 rate study for year two for water, I believe, is

20 closer to 8 percent.

21 CHAIR SCHMITZ: I'm just concerned that we

22 have a different situation here where is this -- if

23 it's realistic, I'm fine with it, but I'm sitting

24 here going, okay, we're predicting that our sales

25 are going to go up and it's by 14 percent, but yet,

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1 again, we've got our wages and benefits going up by  
 2 like -- well, that's with the wage allocation. Hold  
 3 on.  
 4 No wage allocation, it's 30 percent  
 5 increase.  
 6 MS. NELSON: And I want to make sure  
 7 you're looking at budget to budget and not budget to  
 8 actual. Keep in mind if you're looking at budget to  
 9 actual, the estimated actual, May and June are a  
 10 couple of our higher-earning months because of  
 11 irrigation. That kicks off, generally, towards the  
 12 end of April.  
 13 Based on our predictions, we are on target  
 14 to meet or revenue from what we had estimated  
 15 last year.  
 16 CHAIR SCHMITZ: Are you saying that these  
 17 sheets that have '23/'24 estimated actual haven't  
 18 been projected to June 30th?  
 19 MR. CRIPPS: They do have projection to  
 20 June 30th, however, but it's based off of  
 21 information available at the time. That's one of  
 22 the comments that I did make at Monday's meeting  
 23 about how these numbers can -- they're not  
 24 solidified, so there is some information, like  
 25 interim Director Nelson just said, that could be

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1 more privy to the department that wasn't available  
 2 to us at the time. By "us," I mean staff and  
 3 finance.  
 4 There are nuances to that, and what we're  
 5 building to look forward and making sure we paint a  
 6 more accurate picture.  
 7 TRUSTEE NOBLE: When comparing sewer  
 8 revenues and water revenues last year and what is  
 9 projected for the coming year, sewer revenues are  
 10 based on inside the walls usage; correct?  
 11 MS. NELSON: Inside the walls?  
 12 TRUSTEE NOBLE: Sorry. Inside the walls  
 13 usage is what is basically going down the drain in  
 14 house, and it's essentially a flat figure, 5- to  
 15 7,000 gallons per household every month of the year.  
 16 MS. NELSON: It's based off the wintertime  
 17 use because there is no exterior use?  
 18 TRUSTEE DENT: Right. And so that would  
 19 -- that projected 8 percent increase is based on the  
 20 rate study -- the rates approved and implemented  
 21 based on rate study, which was approximately an 8  
 22 percent increase; is that correct?  
 23 MS. NELSON: For last year, I think it was  
 24 closer to 13 for sewer and 10 for water.  
 25 TRUSTEE NOBLE: Coming up this year?

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1 MS. NELSON: Eight.  
 2 TRUSTEE DENT: And then last year being a  
 3 historical water year, the irrigation season started  
 4 significantly later than normal; is that correct?  
 5 MS. NELSON: Yes. And there was some  
 6 adjustment in the rate study that moved your tiers  
 7 and your irrigation, and we did see a reduction in  
 8 irrigation, whether it was from the historic winter  
 9 we had or if people were changing their use. You'll  
 10 see that a lot. If you raise your irrigation too  
 11 much, then people will cut back on their water use.  
 12 TRUSTEE DENT: Anecdotally, this year I  
 13 turned on my irrigation a month earlier than I did  
 14 last year. In fact last year, I still had three to  
 15 four feet of snow on the ground, and it's been bare  
 16 for three to four weeks now.  
 17 Anecdotally, if you apply that the  
 18 irrigation figures for -- and the revenues  
 19 associated with that earlier start will add to that  
 20 potential increase in revenues; is that correct?  
 21 MS. NELSON: Correct.  
 22 TRUSTEE TULLOCH: Do we know what the  
 23 percentage of -- what a typical percentage of  
 24 irrigation use is?  
 25 MS. NELSON: I'll have to get that.

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1 TRUSTEE TULLOCH: Again, coming back to  
 2 water -- Trustee Schmitz, go ahead.  
 3 CHAIR SCHMITZ: Are we -- are you  
 4 intending to modify the rates recommend for the  
 5 increase given this budgetary significant increase,  
 6 or are you going to be recommending that was part of  
 7 the rate study? Because one of the things we need  
 8 to understand is what were the assumptions for that  
 9 rate study, and it seems like our costs are going up  
 10 more significantly than probably were taken into  
 11 account during the rate study.  
 12 What is it that you're planning to bring  
 13 to the Board, and might this change these revenue  
 14 numbers?  
 15 MS. NELSON: To develop our budget, I  
 16 actually -- it was a lot easier on the capital side  
 17 to stick to what was assumed in the rate study. I  
 18 did that to make sure that we were not completely  
 19 out of whack or our rates.  
 20 The operating increases were not taken  
 21 into account and they weren't even foreseen. I  
 22 mean, the central service cost allocation couldn't  
 23 have been foreseen in the rate study at that time.  
 24 You'll notice that, basically, we have  
 25 about a \$2.5 million loss between what the rate

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1 study had predicted versus what we're seeing in our  
 2 numbers. However, my recommendation is that we're  
 3 going to stay with those year two rates, and then  
 4 reevaluate completely again with a rate study  
 5 next year. And that way, I think year three in the  
 6 rate study right now is similar another like 8  
 7 percent, and then four and five were down at three.  
 8 So I know, looking at our numbers, that that 8  
 9 percent is probably going to change the next year,  
 10 and then the following years will also be adjusted.  
 11 The rate study is an excellent tool. It's  
 12 never going to be exact. And you always will be  
 13 either going up or down, but you try to make it as  
 14 flat as possible. I think we're still in the point  
 15 where we're catching up, then with the increase in  
 16 costs, were' still catching up.  
 17 CHAIR SCHMITZ: I think one of the things  
 18 that we need to see is what is the plan for getting  
 19 us into compliance with our fund balance. I mean,  
 20 if we have these costs going up, I don't know how we  
 21 can justify maintaining a rate increase with  
 22 assumptions that haven't come to pass, and we need  
 23 to be rebuilding that fund balance.  
 24 I think one of the things we need to see  
 25 is where are we on the plan related to getting us

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1 into compliance with fund balance. And I guess I'm  
 2 surprised that we wouldn't be making any even slight  
 3 modifications to the rate study recommendations,  
 4 given these significant increases in just things  
 5 like basic utilities.  
 6 MS. NELSON: And in looking at the rate  
 7 study and the number of analytics and spreadsheets  
 8 that we received from our consultant, that  
 9 spreadsheet is proprietary, so it's not a matter of  
 10 just being able to plug in some new numbers. That  
 11 is where it's unfortunate that the timing of our  
 12 accounting and all of that came when it did. And  
 13 that's why I'm suggesting we stay the course and  
 14 know that we will have probably the next three years  
 15 to catch up.  
 16 In the rate study, it didn't have us  
 17 meeting our reserve requirements for quite a  
 18 few years as is, but I think as long as we keep  
 19 moving forward and know that we are going to have a  
 20 series of rate increases that are not going to be  
 21 around 2 or 3 percent a year, I think that is the  
 22 best planning that we can do and the best planning  
 23 for the customers at this point.  
 24 CHAIR SCHMITZ: I understand. But when  
 25 you've got 44 percent increases in costs from one

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1 year to the next, we can't just keep dipping into  
 2 fund balances.  
 3 And then as it relates to something that I  
 4 think was in your report, you talked about buildings  
 5 were moving back into -- were returning to Public  
 6 Works. Where was that budget before? And where did  
 7 that budget get moved from?  
 8 MS. NELSON: Buildings was actually -- it  
 9 always has been in the 400 fund, but the  
 10 responsibility and oversight of buildings was with  
 11 the community services director.  
 12 When that position became vacant, the  
 13 supervision of the buildings department became  
 14 Public Works again. I don't know the history on why  
 15 it was moved.  
 16 But I do know that the previous Public  
 17 Works director, last year, because of the short  
 18 amount of time that we had to evaluate that budget,  
 19 it remained flat. This year, we did a deep dive  
 20 into buildings and what was going on, and that's why  
 21 I believe you are seeing increases across the board  
 22 because we're actually accounting for reality.  
 23 CHAIR SCHMITZ: Thank you for that  
 24 clarification. It's good to know it's always been  
 25 in the Public Works budget. I couldn't figure out

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1 where it moved from, so thank you.  
 2 TRUSTEE TULLOCH: I've got a few  
 3 questions, Director Nelson.  
 4 In water, I have questioned the increase  
 5 in revenues, but then I also see there's a \$1  
 6 million increase in salaries and wages. Not quite  
 7 sure why there's such there. There's also 2 million  
 8 additional in services and supplies. The capital  
 9 expenses number of 1.92 doesn't tie up with the CIP  
 10 which shows 1.875.  
 11 In sewer, solid waste, I see again an 84  
 12 percent increase in services and supplies, and 17  
 13 percent in salaries and wages. Across the 200 fund,  
 14 salaries and wages are showing up at 25 percent  
 15 across the fund.  
 16 Now with regard to the rate study, I see a  
 17 request for a rate study in General Manager Magee's  
 18 proposals. We saw from the DOWL report, where we  
 19 spent a lot of money, that we've got a severe lack  
 20 of information of what's required. Just from what  
 21 the DOWL report did find indicated a huge amount of  
 22 additional capital that's going to be required. And  
 23 as we discussed at the board meeting at that time,  
 24 we don't have any real analytics or any real  
 25 knowledge. We're still just throwing a dart at a

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1 board almost where we should be looking at.  
2 My own view is that we should hold off on  
3 another rate study because the last one costs us a  
4 whole lot of money, and we're now 18 months past  
5 that saying, well, all our operating costs have been  
6 gone way up and everything, so it's not really valid  
7 anymore. I can't remember the exact amount. I seem  
8 to recall the full study was something like 400,000  
9 a couple years ago.  
10 MS. NELSON: That was the utility master  
11 plan cost.  
12 TRUSTEE TULLOCH: No. I'm thinking of the  
13 one from a couple of years ago.  
14 MS. NELSON: It was not that much.  
15 TRUSTEE TULLOCH: The 45,000 was just a  
16 sort of quick redress of it?  
17 MS. NELSON: Yes. And that's the  
18 estimated update, and that's all we would need. We  
19 wouldn't need the deep dive again.  
20 TRUSTEE TULLOCH: I think we would when we  
21 look at some of things the DOWL report, that level  
22 of capital that's probably going to be required  
23 there.  
24 I would strongly suggest that we do a bit  
25 more analytics so we actually have some data to work

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1 TRUSTEE TULLOCH: Okay. Fleet services.  
2 I've got to question the level of  
3 maintenance work that we're actually doing. As an  
4 example, I saw in food and beverage, one of the few  
5 areas that went down, they reduced their fuel costs  
6 from 2,000 bucks to 600 bucks a year. At 700 bucks,  
7 let's be optimistic and say 6 bucks a gallon, that's  
8 100 gallons, maybe best 20 miles to the gallon for  
9 the vehicles, that's 2,000 miles. So 2,000 miles  
10 a year for that vehicle, yet the fleet maintenance  
11 cost was \$3,700. That's seems somewhat excessive,  
12 so I've got to question what we're doing.  
13 Similarly in terms of buildings, I noticed  
14 in one of the Rec Center budget lines a number for  
15 building maintenance. And the comment against it  
16 was: This is what's required for building services,  
17 to get building services revenue.  
18 Again, I question whether these internal  
19 services, all we're doing is building a cost base  
20 and then basically trying to re-charge it to get it  
21 back. We should only be doing the work that is  
22 required.  
23 I think, as General Manager Magee knows,  
24 when we looked at the cost of fleet maintenance in  
25 golf last year, it was \$19.50 a round. That's going

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1 from rather than just assuming it. That was one of  
2 the key things that jumped out at me about the DOWL  
3 report, that we don't really have any information.  
4 Yet we had -- supposedly, we had an asset management  
5 director, not in the recent past and things as well,  
6 but we don't seem to have much in the way of asset  
7 data.  
8 I would certainly think if we're going to  
9 do another rate study, we should make sure that  
10 we've got all -- you know, we've collected all that  
11 information, even if that means spending some more  
12 money to do the investigations first so at least we  
13 have a true picture of it.  
14 Given the scale of the increases we've  
15 seen in our water and rates to the community in the  
16 past few years, they've gone up something like 40  
17 percent, and looking at what is in the DOWL report,  
18 we'll be going up another 140 percent. I think we  
19 need to to have an integrated plan before we  
20 actually try and do a rate study that we then need  
21 to basically throw away. That's just my view on it.  
22 If we're going to do it, let's do it properly.  
23 Fleet maintenance, can you cover that as  
24 well?  
25 MS. NELSON: I can try.

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1 up 15 percent or something this year. It becomes a  
2 major issue.  
3 I've got to question it. I don't think  
4 any of us would be running vehicles if we're paying  
5 that much, if I was paying 3,500 bucks for servicing  
6 maintenance for one year when I'm only doing 2,000  
7 miles. I don't even think General Manager's  
8 Maserati costs that much to service. I might be  
9 close not, but I'm not sure. I encourage you to  
10 look at these because I think the fleet costs have  
11 gone up dramatically, 20 percent increase in  
12 projected revenues. That's not revenues, that's  
13 just really internal, selling hamburgers to each  
14 other.  
15 MS. NELSON: I do take those comments to  
16 heart, just because am learning the buildings and  
17 the fleet budget. When I first started in the  
18 engineering budget, it was having to clean up some  
19 things, and I understand that there's probably some  
20 cleanup work that needs to be done with both of  
21 those.  
22 We will attack that with our accounting  
23 team.  
24 TRUSTEE DENT: I wanted to just comment on  
25 a couple things. One being the rate study. I

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1 believe we paid 70 grand for someone to come in and  
2 give us the projection of what we should be charging  
3 for our rates. And I do think it is healthy to have  
4 a rate study every four years. I don't think every  
5 year we need to be going down that route.  
6 If we don't know where we're going to end  
7 up with our costs, then we can't project, and it  
8 then it doesn't matter what we pay for a rate study.  
9 Same situation, as soon as it's published, it's  
10 going to be wrong, outdated.  
11 I feel like it's something that we can dig  
12 into and actually forecast what our costs are going  
13 to, 60 grand, 50 grand, 40 grand, whatever it is,  
14 put it towards operating costs and come up with a  
15 projection.  
16 The second item that I wanted to address  
17 is the overall fund balance and getting compliant  
18 when it comes to board policy. This will be the  
19 third year where we haven't be compliant with our  
20 own board policy as it relates to the utility fund.  
21 I think it's something that this board should  
22 address. We do have several million dollars in the  
23 utility fund, and I would like to see it restricted  
24 in a manner that it helps allow us to become  
25 compliant with board policy.

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1 outlined for each --  
2 TRUSTEE TULLOCH: Thank you. I do recall  
3 last year, we seemed to take a much bigger share of  
4 it for some reason.  
5 MS. NELSON: And we do because IVGID is  
6 the host agency, so that is outlined in the  
7 agreement and that is why we have a larger share.  
8 We actually have the staff that's doing the work for  
9 the consortium.  
10 TRUSTEE TULLOCH: Okay. But we should be  
11 getting reimbursed for some of that? Can we find  
12 another host? Thank you.  
13 Mr. Sands has been patiently waiting.  
14 MR. SANDS: Fire away.  
15 TRUSTEE TULLOCH: I'll pass it across to  
16 the Board for questions for General Manager Sands.  
17 I'll ask the obvious question when I look  
18 at the numbers. You spoke to us two to three weeks  
19 ago when we were discussing golf rates, and your  
20 slide showed that golf operations was costing about  
21 2.9 million and you're going to get about 2.9  
22 million revenues back.  
23 Now I look at your rolled up budget for  
24 Championship Golf Course, and it shows revenues of  
25 4.1, but total expenses are 4.8 million. So

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1 Previous management drained down the  
2 utility fund and put us in the situation that we're  
3 currently in. Over the last several years, we just  
4 never recovered from that, and so I think it's  
5 something we just need to address once and for all.  
6 We have an opportunity to -- for getting, sounds  
7 like millions of dollars more than we anticipated  
8 when it comes to grant funding, and then we also do  
9 have a large borrowing capacity as it relates to  
10 replacement of the pipelines.  
11 So I think it would be beneficial for us  
12 to restrict some of those funds, get the utilities  
13 fund in compliance, and I would love to see staff's  
14 proposal when they come back on Tuesday to either do  
15 that this year or to do it in a few years and what  
16 that looks like.  
17 TRUSTEE TULLOCH: Any more questions?  
18 Seeing none.  
19 Thank you, Director Nelson. If you could  
20 bring responses back on Tuesday, that would be  
21 excellent.  
22 MS. NELSON: I will just touch quickly on  
23 TWSA. I have verified that the sponsorship of the  
24 movies is not included. And then I will have a  
25 handout of the breakdown of how the fees are

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1 basically you've added 1.8 million in expenses, but  
2 only less than a million in revenues. Can you  
3 explain that? And that's basically the facility fee  
4 that's been asked for basically amounts to about 125  
5 bucks per parcel, and we're still ignoring  
6 depreciation and various other costs and capital  
7 costs.  
8 I struggle a bit with that. If your 2.9  
9 million was correct for golf operations, where are  
10 we losing the other 700,000?  
11 MR. SANDS: Great question. I think  
12 through this process, me coming a few months ago and  
13 trying to digest and learn the different orgs and  
14 classifications, then going into rate setting, we  
15 did increase our rates in certain categories that  
16 may decline some of our play that we're looking for.  
17 We're taking certain procedural operations to help  
18 bolster that, especially in the non-resident revenue  
19 by blocking off some prime tee times for that using  
20 GolfNow in a more stronger marketing campaign with  
21 them.  
22 We are looking at lower revenue for that,  
23 though, because of those higher rates. We're  
24 tracking that to the day. We've already started  
25 that, compiling daily data that we can hopefully

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1 track by the end of the month throughout the entire  
 2 season to help us with that forecasting.  
 3 We are sticking what we have proposed in  
 4 the budget at this moment.  
 5 TRUSTEE TULLOCH: That's what I was  
 6 hoping.  
 7 Can you explain what the other 700,000  
 8 deficit is appearing from if you're still hoping to  
 9 still reach your target on the rates? Again, it  
 10 shows 4.8 million top line expenses and 4.1 million  
 11 in revenues excluding the facility fee.  
 12 MR. SANDS: Correct. Just on the golf  
 13 operations.  
 14 TRUSTEE TULLOCH: No. On Championship  
 15 golf in the 320.  
 16 MR. SANDS: Then even going across into  
 17 facilities and food and beverage?  
 18 TRUSTEE TULLOCH: If that's where it's  
 19 coming, yes.  
 20 MR. SANDS: Well, I think it's a  
 21 combination of all three. I think we're looking at  
 22 receiving that food and beverage report from our  
 23 consultant to try to make sure we hone in on our  
 24 deficiencies within that operation, also where we  
 25 can obtain extra revenue.

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1 As we go through the season, I'm also  
 2 looking at exactly what we're requiring of daily  
 3 staff, maintenance staff, and then food and  
 4 beverage, especially when we look at payroll  
 5 allocation, hours of operation. That's under the  
 6 spotlight for myself coming in. And then existing  
 7 staff giving me education, we're trying to adjust  
 8 and pivot to help offset those pitfalls.  
 9 It's still early in the season, and I  
 10 don't have the full picture yet because we did just  
 11 open part of our business -- our operation last  
 12 week.  
 13 TRUSTEE TULLOCH: I understand that.  
 14 Again, we've been aware for twelve months  
 15 we're losing 2,000 bucks a day. I go through the  
 16 food and beverage numbers and there's like a 20  
 17 percent decline in sales not just across food, but  
 18 across liquor, beer, and wine as well. Yet there's  
 19 10 to 15 percent increases in the cost of food and  
 20 the cost of beer and cost of liquor.  
 21 I know there's been quite significant  
 22 inflation in food, but not to the extent that if  
 23 we're doing 20 percent less in revenues that we're  
 24 requiring to still spend another 15 percent on the  
 25 cost of goods. That just fails to add up.

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1 I also see in some of the allocations, I  
 2 mean, it's states, oh, there's salaries savings  
 3 there because we've taken out the cost of the  
 4 director of food and beverage, yet the salary saving  
 5 is only 2 to 3 percent, and I struggle to understand  
 6 that when it was a fully burdened position of about  
 7 200,000. That just seems perverse unless we've  
 8 actually replaced that position with a different  
 9 position or something. That would be the only  
 10 explanation for that. I struggle with that. I  
 11 struggle when I see these things.  
 12 Take a look at the fleet maintenance  
 13 charge that I just talked about, 3,400 or 3,700 for  
 14 what I assume is just one vehicle. Let's look at  
 15 all those things.  
 16 But, I mean, have we increased prices for  
 17 food?  
 18 MR. SANDS: Yeah. That is one exciting  
 19 thing for the operation with our food and beverage  
 20 staff. We've rolled out a new menu for The Grille,  
 21 we've rolled out additional items for snack bar,  
 22 beverage cart. Trying to pinpoint better hours of  
 23 operation to capture more traffic in the evening  
 24 twilights, and then also through the earlier morning  
 25 on Saturdays and Sundays. We are trying to do a

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1 better job of making sure we get that word out to  
 2 the community, especially when it comes to if we're  
 3 spotlighting our Sunday brunches or if we're doing a  
 4 special in the snack bar.  
 5 We are looking at some of those type of  
 6 opportunities that we might not have tapped into  
 7 previously.  
 8 TRUSTEE TULLOCH: Okay. That's helpful.  
 9 Are we still taking cash on all those things?  
 10 MR. SANDS: Yes, sir, you could pay by  
 11 cash.  
 12 TRUSTEE TULLOCH: These things didn't add  
 13 up. When I looked at -- it's one thing looking at  
 14 the revenue's top line, but then I start stripping  
 15 out the employee allowances, resident allowances,  
 16 interfund allowances, that revenue number starts  
 17 going down pretty quickly as well. I think we need  
 18 to look at what the real revenue is in terms of  
 19 that.  
 20 I don't know if you heard my comments  
 21 earlier, but facilities and venues, it showed a  
 22 6,016 top line on revenues, but then I stripped out  
 23 all these allowances, it was down to about 400,  
 24 which is a pretty significant, 30 percent decrease.  
 25 So let's not kid ourselves with the top line

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1 revenues if we got all these. We need to be pricing  
 2 accordingly.  
 3           Similarly on facilities as we come to on  
 4 Monday with myself and Chair Schmitz, we're showing  
 5 facilities running weddings and everything requiring  
 6 a facility fee subsidy from our parcel holders and  
 7 still losing about 3- to \$400,000.  
 8           Why are we doing these functions if we're  
 9 just losing that level of money on them?  
 10          MR. SANDS: Definitely this has been on  
 11 our radar, especially with our consultant that's  
 12 compiling that report. This is a big part of we're  
 13 going to look at for our event facility. Especially  
 14 with the event team we have in place, they do do a  
 15 great job. We are booking out into the 2025 season  
 16 throughout that year, so we are looking at exactly  
 17 what rates we should be charging, who should we  
 18 charge it to, and all way down the road in the  
 19 community, not only our interdepartmental codes and  
 20 things like that, but also to our community golf  
 21 tournaments that we host and all those different  
 22 things when it applies to a venue fee.  
 23          TRUSTEE TULLOCH: I think, particularly if  
 24 we're booking weddings out 18 months, two years, we  
 25 need to make sure we're actually pricing accordingly

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1 and not just -- I don't want to be asking our parcel  
 2 holders to be subsidizing weddings, people coming up  
 3 from the bay to have weddings here. It doesn't  
 4 actually help our bottom line if we're losing money  
 5 on it.  
 6          MR. SANDS: Absolutely. And I just wanted  
 7 to bring our most previous wedding that we had a few  
 8 weeks ago on a non-resident that we did. We had a  
 9 10th tee box wedding fee, which was fabulous,  
 10 beautiful venue, \$1,000 fee for that. And then we  
 11 also had a grand ballroom fee for that on top of  
 12 that.  
 13          So we are making sure we charge the  
 14 appropriate rates for those venues.  
 15          TRUSTEE TULLOCH: What was the net profit  
 16 on it?  
 17          MR. SANDS: Net profit, excluding  
 18 electricity, water, are sewer, we're looking at  
 19 around \$23,000.  
 20          TRUSTEE TULLOCH: How did you get all  
 21 these guests on the 10th tee?  
 22          MR. SANDS: Great wedding planning.  
 23          CHAIR SCHMITZ: One question I have, and  
 24 this is maybe for General Manager Magee, at Diamond  
 25 Peak, do we allow -- do we take cash for anything at

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1 Diamond Peak?  
 2          MR. MAGEE: Currently, yes, we do.  
 3          CHAIR SCHMITZ: We do. Okay. I was  
 4 thinking Diamond Peak was completely cashless like  
 5 most ski resorts.  
 6          MR. MAGEE: That is something that staff  
 7 is currently evaluating, but as of this season, we  
 8 were still accepting cash at Diamond Peak.  
 9          CHAIR SCHMITZ: Most resorts don't, so I  
 10 was surprised when he said we accept cash, because I  
 11 guess I'm finding no one wants to deal with cash.  
 12 And it's one less thing to have to manage and deal  
 13 with. Given some of the challenges we've had, that  
 14 might be something to consider.  
 15          When it comes to facilities -- I'm going  
 16 to jump to facilities -- I just want to let my  
 17 fellow trustees know I reviewed, I think it was  
 18 almost every event that was held in facilities  
 19 last year, and weddings were very profitable with  
 20 roughly about a 50 percent profit margin. And even  
 21 or local nonprofits were charged a 33 percent  
 22 markup, with the exception of golf events.  
 23          And so I'm puzzled, really, as to why we  
 24 need a facility fee. I cannot in all good conscious  
 25 have any facility fee going to cover weddings and

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1 events. We have to understand and figure out what  
 2 is causing this to be on the negative and solve that  
 3 problem, because I know the events are being managed  
 4 with an appropriate profit margin. It must not be  
 5 enough profit margin to cover all these costs. I  
 6 think that there's some reductions that needs to be  
 7 looked at, especially in facilities.  
 8          As it relates to golf, and maybe more  
 9 categorically, the community services venues, I  
 10 think General Manager Magee has shared with all of  
 11 us that there have been years of deferred  
 12 maintenance. And I look at what the budget is for  
 13 your services and supply and understanding that a  
 14 large number, I think that General Manager Magee  
 15 said there was about a total of 4.5 million in  
 16 deferred maintenance that needs to be addressed.  
 17          I think that, as a board, I think we all  
 18 want to take care of our venues, but it appears as  
 19 though our venues haven't been maintained for quite  
 20 a few years, and perhaps we need to plan to share  
 21 this and spread this out over two or three years  
 22 because to have this one-time, huge impact it's  
 23 going to be impacting the fees that we charge, and  
 24 it'll be another uptick with next year not being the  
 25 same and we've got a peak and then a valley. And if

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1 we could go across community services -- and I know  
2 that General Manager Magee has shared with me a  
3 number of deferred maintenance things at the golf  
4 courses, and I think we should probably look at:  
5 Let's be realistic and talk about what can we  
6 actually get done, and even if we can get it done,  
7 if it's such a huge blip for this year and will be  
8 less next year, it ends up causing a spike in rates,  
9 and spike in what we charge for a recreation fee.  
10 I think if there's a way across community  
11 services to have that looked at as spreading it  
12 across a couple of fiscal years, I think that would  
13 flatten out some of these spikes. Because I'm very  
14 concerned about the revenue number versus the  
15 expense numbers.  
16 And I noticed in your spreadsheet that you  
17 sent us, you have a decrease in revenue, but yet you  
18 have a \$34,000 increase in banking fees. So that  
19 was surprising, especially if we still do take cash.  
20 And I don't understand in the explanations for it  
21 was decreased food sales in the comments that were  
22 provided to us, it said it was a contractual  
23 requirement. I don't understand a decrease in food  
24 sales, how that's a contractual requirement. I'm  
25 just not understanding. Employee allowances, which

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1 instead of losses.  
2 I just have sort of those things I noticed  
3 in your sheet that you provided. It wasn't the  
4 executive summary form, it was the budget to budget,  
5 those are the things that I went through. And  
6 you're paying \$6,4000 just in cable service, and I  
7 would assume the cable service is just in the  
8 summertime, but even if it's year round, that's a  
9 huge cable bill.  
10 I think some of these things need to be  
11 looked at and potentially corrected and clarified, I  
12 guess.  
13 MR. SANDS: I think there's definitely a  
14 few mistakes in there that we need to make sure we  
15 correct. Absolutely.  
16 TRUSTEE TULLOCH: I would jump on a few of  
17 your comments there as well.  
18 The \$6,400 cable bill at golf is just one  
19 of many. If you look across the District, we're  
20 running up toward 25- to 30,000 in cable. In  
21 noticed in the Rec Center under fees and  
22 subscriptions, it said they'd added -- they'd almost  
23 doubled the cost because it said they'd added a new  
24 music service. I'm not sure how many music services  
25 we need. We seem to have multiple Pandora

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1 doubled up to \$38,500, it also said it was a  
2 contractual requirement.  
3 I don't know why these things would be  
4 considered a contractual requirement and maybe you  
5 could clarify some of that.  
6 Your heating costs went up just a huge  
7 amount. I'm wondering if some of these things are  
8 just mistakes. Then it says in the parcel owner  
9 allowance, it also says it's contractually required.  
10 I'm just puzzled by that.  
11 And then when it comes to the advertising,  
12 I want to make sure that we're not double budgeting  
13 for advertising by having it in golf and then having  
14 it in marketing.  
15 Those are just some comments I had on the  
16 explanations which I found some of it to be  
17 confusing.  
18 And then I also thought I read that the  
19 hours at The Grills are being reduced. I think The  
20 Grille hours, they closed a little early in the  
21 evenings. Later in the evenings, I would think  
22 that's when people are enjoying a cocktail, watching  
23 the sun set. I'm not sure that closing The Grille  
24 earlier in the evening is going to help us to drive  
25 food and beverage revenue and hopefully profit

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1 subscriptions all over the place. I think it's a  
2 fruitful area to investigate why we seem to have so  
3 many of these.  
4 Just -- are you -- can you speak to the  
5 food and beverage at the beaches, all the numbers  
6 there?  
7 MR. SANDS: Very little.  
8 TRUSTEE TULLOCH: Okay. I just point out  
9 that food and beverage for beaches, we're showing  
10 \$40,000 in food costs, \$57,000 in staff costs, and  
11 \$8,000 in allowances for a total top line revenue of  
12 \$100,000. And this is also an area where there's  
13 been an argument that we need a \$2 million-plus  
14 industrial kitchen at the new beach house. So I  
15 think there's obviously some work to do there if  
16 we're not even covering food and salary costs, far  
17 less all the other costs.  
18 If I could also pick up on the other point  
19 from Trustee Schmitz. General Manager Magee, are we  
20 calling these one-off costs, are they for deferred  
21 maintenance, are they for costs that were previously  
22 capitalized that should have expensed?  
23 MR. MAGEE: It is a combination of both.  
24 The Board did ask for us to identify the items that  
25 had been moved from capital to expense lines. We

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1 did provide that in the supplemental materials.  
 2 But there's also a large number of items,  
 3 some of them you saw on Monday in those photos,  
 4 that, candidly, I've been walking the District with  
 5 some of the directors and identifying these things.  
 6 For example out at the Championship Golf Course, if  
 7 you look at that bollards that are over by the  
 8 electric chargers for vehicles, they need to be  
 9 painted, things like that. Very, very simple  
 10 things. We're asking the Board to include funding  
 11 to deal with some of that stuff. And if that is,  
 12 then I will be providing direction to refocus some  
 13 of staff's efforts to make sure that routine  
 14 maintenance items like that get completed.  
 15 TRUSTEE TULLOCH: Let me explain my issue  
 16 with that: I'm not aware of having been sufficient  
 17 major reductions in the budgets for all these items  
 18 in the past. A lot of these items have been funded  
 19 previously multiple times, but the work has not been  
 20 done. Yet we've seen salary expenses go up. If we  
 21 look at last year's numbers, we look at the beaches,  
 22 salaries have already projected 400,000 bucks, 35  
 23 percent over what's there. We see the same at the  
 24 Rec Center. We see the same at Mountain Golf.  
 25 My concern if we just add these funds into

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1 the budgets, into the operating budgets, we have no  
 2 way of knowing whether this work is getting done  
 3 based on the fact that these things -- these issues  
 4 have mounted up over the years. We've not been  
 5 asked for any money for it because, basically,  
 6 money's already been there but has not necessarily  
 7 been used in the correct way.  
 8 I'm reluctant to just add these funds into  
 9 an operating budget unless -- I would like to see  
 10 some way of holding these back, and when we know the  
 11 work's actually been done, then the funds are  
 12 released. I'm totally against just dishing them and  
 13 putting them into an operating budget, so next year  
 14 if we built a baseline budget, we just inflate from  
 15 that from one-off costs.  
 16 I would like to see some way of these  
 17 things being linked to actually the work actually  
 18 being done. I think otherwise we're just going to  
 19 throw more money away.  
 20 MR. MAGEE: I would have to defer to legal  
 21 if the Board can appropriate the funds but then  
 22 withhold the funds as well. I would need to ask him  
 23 on that one.  
 24 However, what I can say is we've been  
 25 talking with the venue managers specifically about

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1 providing reports back to the Board on the nature of  
 2 the items that were done along with photos, before  
 3 and after photos on what was done, as part of the  
 4 general manager's report moving forward this year.  
 5 TRUSTEE TULLOCH: Understood. But that  
 6 still leaves us very much in a post-issue where the  
 7 money's been received and used for something.  
 8 We saw that with the pipeline. We were  
 9 supposed to have collected 20 million, and then when  
 10 this board finally got the pipeline moving, suddenly  
 11 the 20 million had evaporated to about 12 million.  
 12 You can understand my reluctance to just, oh, here's  
 13 the funds. We'll trust you.  
 14 I made a Missouri court on Monday and I  
 15 actually meant it. I'd like to see some way of  
 16 making sure we properly control these funds so we  
 17 see the work is actually getting done.  
 18 I'd also echo Trustee Schmitz in terms of  
 19 that we should be phasing and we should not try to  
 20 do all this in a year, because it would be  
 21 equivalent to some of -- those of you that are old  
 22 enough -- the shovel-ready jobs where the money just  
 23 disappeared and the shovel-ready jobs just weren't  
 24 there.  
 25 I'd like to see proper monitoring and

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1 proper control of it and spread it over two to  
 2 three years because we can't just do it all in one  
 3 year, we know that.  
 4 TRUSTEE DENT: I just want to echo the  
 5 idea of having a plan, maybe it's a couple years,  
 6 maybe it's three or four years where we tackle some  
 7 of this deferred maintenance and we don't do it all  
 8 in one year. It doesn't make sense. Then we always  
 9 overestimate what we can get done in a year anyway.  
 10 I understand your concern about wanting to  
 11 fund all of it in the general budget, given that the  
 12 general budget gets managed by the General Manager  
 13 in the aggregate if they're running over on some of  
 14 these other line items, all of a sudden those  
 15 projects disappear.  
 16 We saw -- to speak to your point, we saw  
 17 that happening in the utility fund about five years  
 18 ago, and we're still dealing with that mess. Maybe  
 19 it was seven years ago. It's been awhile, but we've  
 20 chipped at it, it was big deal.  
 21 Agree with the points from my previous two  
 22 colleagues when it comes to a plan to -- the last  
 23 thing we want is deferred maintenance, but at the  
 24 same time, this has been going on for many years and  
 25 it may take many years to address it. I don't think

1 just in one year we should double the rec fees to be  
2 able to make up the costs that should have been  
3 collected and the time taken to do this stuff.  
4 We need to put a plan together and  
5 actually tackle it. Lay out a plan that you can see  
6 and actually do it.  
7 TRUSTEE TULLOCH: Any other questions for  
8 General Manager Sands?  
9 I would like to thank you. I understand  
10 you've been parachuted in at the last minutes, so  
11 there's a million problems to solve there.  
12 My major concern is that we get ahead of  
13 some of the money draining ones as quickly as  
14 possible, the same as I suggested on the beach fees.  
15 Let's make sure that we're actually collecting  
16 sufficient funds. Let's not wait until September  
17 and say, oops, we underpriced by 20 percent. I'm  
18 sure you won't. Let's take early action on that.  
19 And it's similar in the budget. We know  
20 the expenses will get spent, but we have no  
21 guarantee on the revenue side. We need to make sure  
22 that we have a proper balance in terms of that.  
23 You're starting to grip of a lot of it,  
24 and I'm glad you didn't take Darren's wardrobe.  
25 MR. MAGEE: At this time, we've been

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1 of hours. I don't know whether that too is to try  
2 to deal with some of this deferred maintenance. But  
3 their heating is also up 396 percent. I don't know  
4 whether there's mistakes or whether they've been  
5 underbudgeting in the past. But their fuel charges  
6 are up, their fleet charges are up. I think Parks  
7 needs to be looked at a little closer.  
8 And I think that when it comes to Parks,  
9 they were prioritizing work at Preston Fields and  
10 the fence at the Ridgeline ball fields. We've put a  
11 lot of money into those ball fields lately, and I  
12 guess I'm wondering if those are truly the  
13 priorities of the Board. So I want today just point  
14 that out and ask the question: Is that the right  
15 priority from a district perspective?  
16 Then I just wanted to comment and say in  
17 the Rec Center section, I liked the fact that in  
18 their community programs they actually that a label  
19 that I had to go to the pricing pyramid to figure  
20 out where it was. I thought if could have some  
21 standard format of how we present pricing for  
22 different programs, and instead of labeling it "the  
23 pricing pyramid," it might be nice to say here's the  
24 percentage that we are subsidizing it, because there  
25 were some in there. So I thought that was a good

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1 through all the directors in the bullpen. I think  
2 we've gotten a lot of valuable feedback from the  
3 Board tonight. A lot of things that we need to go  
4 back and work on.  
5 At this point, I would recommend to the  
6 Board that you consider ending the meeting, and then  
7 we will work on all of these items and then bring it  
8 back for more feedback from the Board on Tuesday as  
9 part of our continued budget study sessions on what  
10 will be included into the final recommendation for  
11 the public hearing.  
12 TRUSTEE TULLOCH: Can I also suggest for  
13 that, you showed facility fees and rec fees  
14 increasing, you showed -- I think marked earlier --  
15 three alternatives. I didn't see any alternatives  
16 cost below the 780. I'd like to see a couple  
17 alternatives below there as well. I'm sure my  
18 fellow board members would like that as well.  
19 But, yeah, I think before we move to --  
20 oh, Chair Schmitz?  
21 CHAIR SCHMITZ: Yeah. Thank you. I just  
22 have a couple of things that I'd like to share that  
23 we haven't yet covered.  
24 In Parks, their salaries are up 24 to 30  
25 percent, and it's not contractual; it's an increase

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1 template that maybe could be used for the tennis and  
2 pickleball also.  
3 I know we're losing advanced gymnastics,  
4 and I believe that it's conducted at a different  
5 location. I wasn't sure about that in the Rec  
6 Center programs.  
7 And then I do -- something that the Board  
8 has talked about or we've talked about offline is  
9 that senior transportation, I believe that we're  
10 providing transportation to from the airport at  
11 all hours of the day. And with winter roads and  
12 what have you, I'm concerned for staff who is out  
13 there at eleven o'clock at night at the Reno  
14 Airport.  
15 And I was shocked in pickleball and tennis  
16 that there was a zero percent increase in any tennis  
17 rates, yet the pickleball rates went up. And we're  
18 talking about improving the tennis facility, it's  
19 tough to do that when rates don't increase.  
20 Those were the only things that I just  
21 realized we really hadn't touched on, and I just  
22 wanted to share. I will open that up to any  
23 comments about what I said, but I think there's some  
24 things to think about.  
25 TRUSTEE TULLOCH: A lot of good comments

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1 there. And just for the avoidance of doubt before I  
 2 hear public comment I forgot to cover the Rec  
 3 Center, general Manager Magee asked if we could  
 4 delay the Rec Center stuff.  
 5 I will add some comments in there.  
 6 Similar to parks, I see areas where there's, oh,  
 7 increase in rates and hours, but actually the  
 8 volumes and the revenues are going down, which makes  
 9 very little sense. I also see a significant  
 10 reduction in the -- noted that there's a big  
 11 reduction in the programs, yet salaries and costs  
 12 are still going on going up. If we've dropped a lot  
 13 of programs, I would expect to see the salaries and  
 14 things and the other line items going down. I think  
 15 it's fairly consistent across it.  
 16 I also noticed in one of the submissions,  
 17 and I'll spare the director the blushes, it showed  
 18 in the revenue section a decrease in revenues, and  
 19 the comment was "this is a budget saving." It's  
 20 not. I think it was a misunderstanding of negative  
 21 of a reduced number there because a reduction in  
 22 revenues is certainly not a budget saving.  
 23 I suggest we put Recreation Center on as  
 24 first candidate on Tuesday, and if we need any  
 25 discussions offline, I think there's comments there.

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1 CHAIR SCHMITZ: I think if we could have a  
 2 standard template when it comes to our programs to  
 3 say: Here's our participation rate also.  
 4 Because we've got all of these things and  
 5 we'd like to know how many people are participating  
 6 in this. It does have an impact because if things  
 7 are very popular with the community, we, as a board,  
 8 want to be supportive of that. I think that to have  
 9 information about roughly what is the participation  
 10 level would be helpful in that grid with the  
 11 programs.  
 12 TRUSTEE TULLOCH: If there's no further  
 13 comments, I'll wrap up general business. I'd like to  
 14 thank all the staff for the time spent getting this.  
 15 We have made some progress tonight. I don't know if  
 16 Adam's been keeping track of the pluses and minuses.  
 17 Going through the sheets myself, I've created a \$4  
 18 delta. It's pretty easy to get there.  
 19 General Manager Magee, do we have enough  
 20 direction now for Tuesday?  
 21 MR. MAGEE: I believe we do.  
 22 TRUSTEE TULLOCH: Okay. Feel free to  
 23 reach to any or all of us if there's any doubt about  
 24 that.  
 25 I'll wrap up the general business. Move

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1 to public comments.  
 2 F. FINAL PUBLIC COMMENTS  
 3 TRUSTEE TULLOCH: We have no public  
 4 comments in the room. Do we have any public  
 5 comments on there? Okay. None.  
 6 G. ADJOURNMENT  
 7 TRUSTEE TULLOCH: I'll close the meeting  
 8 at 9:05. Thank you, everyone, for your time.  
 9 (Meeting adjourned at 9:05 p.m.)  
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1 STATE OF NEVADA )  
 2 ) ss.  
 3 COUNTY OF WASHOE )  
 4 I, BRANDI ANN VIANNEY SMITH, do hereby  
 5 certify:  
 6 That I was present on May 23, 2024, at the  
 7 special meeting of the Board of Trustees public  
 8 meeting, via Zoom, and took stenotype notes of the  
 9 proceedings entitled herein, and thereafter  
 10 transcribed the same into typewriting as herein  
 11 appears.  
 12 That the foregoing transcript is a full,  
 13 true, and correct transcription of my stenotype  
 14 notes of said proceedings consisting of 160 pages,  
 15 inclusive.  
 16 DATED: At Reno, Nevada, this day of 2nd  
 17 day of June, 2024.  
 18  
 19 /s/ Brandi Ann Vianney Smith  
 20  
 21 BRANDI ANN VIANNEY SMITH  
 22  
 23  
 24  
 25

# INVOICE

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

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

775-832-1218  
AP@ivgid.org

**Invoice Number:** IVGID 40

**Invoice Date:** June 3, 2024

**Payment Due:** June 23, 2024

**Amount Due (USD): \$1,310.00**

Items	Quantity	Price	Amount
<b>Base fee</b> May 23, 2024 BOT special meeting	1	\$350.00	\$350.00
<b>Per page fee</b> May 23, 2024 BOT special meeting	160	\$6.00	\$960.00

**Subtotal:** \$1,310.00

**Total:** \$1,310.00

**Amount Due (USD): \$1,310.00**

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE  
WRITTEN MINUTES OF THE IVGID BOARD'S SPECIAL MAY 23, 2024  
MEETING – AGENDA ITEM C – PUBLIC COMMENT – STAFF'S  
LATEST ACTIONS CONFIRM THE DISTRICT IS NOT BEING  
PROPERLY MANAGED**

**Introduction:** Well here's yet "another one" as my friend DJ Kahled would say<sup>1</sup>. More evidence of staff incompetence, lack of knowledge and professionalism, and a flagrant disregard for the financial sustainability of the District. This time it's staff's stacking up of so many 2024-25 budget items at the last possible moment. And that's the purpose of this written statement.

**Notice of May 29-31, 2024 Board Meetings:** On May 23, 2024 staff sent out notice of the Board's May 29, May 30, and May 31, 2024 Board meetings. Because so much must be adopted, and the time to do so is coming to an end (May 31, 2024), staff is stacking up it all at the last possible moment. The reader can view staff's notice which is attached as Exhibit "A" to this written statement. For instance,

**2024-25 Tentative Budget:** NRS 354.569(1) instructs that the Board "shall cause to be prepared...a tentative budget for the ensuing fiscal year. The tentative budget for the following fiscal year must be...filed for public record and inspection in the office of: (a) The clerk or secretary of the governing body." NRS 354.596(2) instructs that "the tentative budget must be submitted...to the Dep't of Taxation...on or before April 15." Here the Board never approved a 2024-2025 tentative budget for the District. Although staff filed a tentative budget with the State, it was not filed until April 17, 2024. And I predict it will not pass Department of Taxation compliance<sup>2</sup>. And notwithstanding that budget was supposed to be available for public inspection, it wasn't.

**Notice of The Time and Place of Public Hearing on The Tentative Budget:** NRS 354.596(3) instructs that "at the time of filing the tentative budget, the governing body shall give notice of the time and place of a public hearing on the tentative budget." Hear no such notice was made available to members of the public until public records requests were formally made.

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

<sup>2</sup> NRS 354.596(5) instructs that "the Department of Taxation shall examine the submitted documents for compliance with law and...appropriate regulations and shall submit to the governing body at least 3 days before the public hearing a written certificate of compliance or a written notice of lack of compliance. The written notice must indicate the manner in which the submitted documents fail to comply with law or appropriate regulations."

**Central Services Cost Allocation Plan:** Where a local government proposes transferring monies from an enterprise fund, for costs for services and property that are payable from the general fund or any internal service funds or other funds of the local government, NRS 354.8668(7)(a) instructs it must adopt a central services cost allocation plan, which is updated annually before the date on which the local government submits its tentative budget to the Department of Taxation.

**Notice of The Time and Place of Public Hearing on Updating a Central Services Cost Allocation Plan:** Given NRS 354.613(1)(c) instructs that such plan shall be approved by the governing body for a regular meeting of the governing body, and it shall update the plan prior to submittal of its tentative budget to the Department of Taxation, you see that plan had to be updated prior to April 15, 2024. Yet agenda item 3(B) for Board's May 29, 2024 meeting lists this item for approval.

**2024-25 Final Budget:** At the Board's May 20, 2024 meeting, Trustees Tulloch and Schmitz directed staff to either reduce proposed expenses, or provide justification why the massive increases they have proposed are justified<sup>3</sup>. In response staff delivered 516 pages of single space data identifying each expense, generically, included in their proposed budget. No cost cutting. And no explanation of justification. So does anyone believe the Board is in the position to pass any budget?

And while you the reader is pondering the answer to this question, recall that NRS 354.598(2) instructs that "the final budget *must* be adopted on or before June 1 of each year." Given June 1, 2024 is a Saturday, you see the Board doesn't have much time.

**My May 22, 2024 E-Mail to The Board<sup>4</sup>:** On May 22, 2024 I sent the Board an e-mail wherein I observed that the district is not being properly managed, and the Board is not complying with the NRS. Rather than recounting the substance of my comments, I refer the reader to said Exhibit "B."

**Conclusion:** This behavior just keeps happening over and over and over again. Unqualified, incompetent and over compensated staff get replaced by even more unqualified, more incompetent and more over compensated staff. And look at the results. As I've pointed out so many times before, these are all the red flags of a criminal syndicate<sup>5</sup>. And you wonder why your Recreation ("RFF") and Beach ("BFF") Facility Fees continue as involuntary subsidies, and as high as they are?

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<sup>3</sup> See 2:12:35-2:13:28 and 2:16:05-2:16:30 of the livestream of the Board's May 20, 2024 meeting (go to <https://livestream.com/ivgid/events/11147535/videos/245484774>).

<sup>4</sup> That e-mail is attached as Exhibit "B" to this written statement.

<sup>5</sup> NRS 207.370 instructs that "criminal syndicate means any combination of persons, so structured that the organization will continue its operation even if individual members enter or leave the organization, which engages in or has the purpose of engaging in racketeering activit(ies)."

When is the Board going to put members' collective feet down and put an end to these practices? Given NRS 318.515(1) states that where the: "(a) district...is not being properly managed; (or, its) (b) board of trustees...district is not complying with the provisions of...any other law;" when will the Board notify the Washoe County Board of Commissioners to hold a hearing to consider whether to: (a) adopt an ordinance (substituting)...the board of county commissioners, *ex officio*, as the board of trustees of the district; (b) adopt an ordinance providing for the merger, consolidation or dissolution of the district...(c) file a petition in the district court for the county in which the district is located for the appointment of a receiver for the district; or, (d) determine by resolution that management and organization of the district will remain unchanged?" Don't you think the time has come to become fiscally responsible and for the county to assume supervision over the district?

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

## **EXHIBIT "A"**

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE  
WRITTEN MINUTES OF THE IVGID BOARD'S SPECIAL MAY 23, 2024  
MEETING – AGENDA ITEM E(1) – STAFF DIRECTION FISCAL YEAR  
2024-25 OPERATIONAL AND CAPITAL BUDGETS**

**Introduction:** Well here's yet "another one" as my friend DJ Kahled would say<sup>1</sup>. More evidence of staff incompetence, lack of knowledge and professionalism, and a flagrant disregard for the financial sustainability of the District. This time it's staff's response to the Board's direction it come up with a financially prudent operational and capital budget for fiscal year 2024-25. And that's the purpose of this written statement.

At the Board's May 20, 2024 meeting Trustees Tulloch and Schmitz directed staff to either reduce proposed expenses, or provide justification why the massive increases they have proposed are justified<sup>2</sup>. In response staff delivered 516 pages of single space data identifying each expense, generically, included in their proposed budget. No cost cutting. And no explanation of justification.

**My May 22, 2024 E-Mail to The Board**<sup>3</sup>: On May 22, 2024 I sent the Board an e-mail wherein I suggested the type of action it should take insofar as a 2024-25 budget was concerned, and the reasons why. Rather than recounting the substance of my comments, I refer the reader to said Exhibit "A."

**Conclusion:** This behavior just keeps happening over and over and over again. Unqualified, incompetent and over compensated staff get replaced by even more unqualified, more incompetent and more over compensated staff. And look at the results. As I've pointed out so many times before, these are all the red flags of a criminal syndicate<sup>4</sup>. And you wonder why your Recreation ("RFF") and Beach ("BFF") Facility Fees continue as involuntary subsidies, and as high as they are?

When is the Board going to put members' collective feet down and put an end to these practices? Given NRS 318.515(1) states that where the: "(a) district...is not being properly managed; (or, its) (b) board of trustees...district is not complying with the provisions of...any other law;" when

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

<sup>2</sup> See 2:12:35-2:13:28 and 2:16:05-2:16:30 of the livestream of the Board's May 20, 2024 meeting (go to <https://livestream.com/ivgid/events/11147535/videos/245484774>).

<sup>3</sup> That e-mail is attached as Exhibit "A" to this written statement.

<sup>4</sup> NRS 207.370 instructs that "criminal syndicate means any combination of persons, so structured that the organization will continue its operation even if individual members enter or leave the organization, which engages in or has the purpose of engaging in racketeering activit(ies)."

will the Board notify the Washoe County Board of Commissioners to hold a hearing to consider whether to: (a) adopt an ordinance (substituting)...the board of county commissioners, *ex officio*, as the board of trustees of the district; (b) adopt an ordinance providing for the merger, consolidation or dissolution of the district...(c) file a petition in the district court for the county in which the district is located for the appointment of a receiver for the district; or, (d) determine by resolution that management and organization of the district will remain unchanged?" Don't you think the time has come to become fiscally responsible?

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

**EXHIBIT "A"**

## **Fw: Agenda Packet for the Board of Trustees Special Meeting on May 23, 2024 - May 23, 2024 IVGID BOT Meeting - Agenda Item E(1) - Directing Staff on Fiscal Year 2024-25 Operational and Capital Budgets.**

**From:** <s4s@ix.netcom.com>  
**To:** Schmitz Sara <schmitz\_trustee@ivgid.org>  
**Cc:** Dent Matthew <dent\_trustee@ivgid.org>, Tonking Michaela <tonking\_trustee@ivgid.org>, Noble Dave <noble\_trustee@ivgid.org>, Tulloch Ray <tulloch\_trustee@ivgid.org>, <bma@ivgid.org>  
**Subject:** Fw: Agenda Packet for the Board of Trustees Special Meeting on May 23, 2024 - May 23, 2024 IVGID BOT Meeting - Agenda Item E(1) - Directing Staff on Fiscal Year 2024-25 Operational and Capital Budgets.  
**Date:** May 22, 2024 1:19 PM

Chairperson Schmitz and the Other Honorable Members of the IVGID Board -

Well I just received this e-mail as I assume you did. 645 pages of meaningless data intended to overwhelm the Board and the public barely one day before the upcoming meeting tomorrow evening. We have a saying in law which described what your Mr. Cripps has done.

If you have the facts, argue the facts. If you have the law, argue the law. If you have neither, pound the table. What Mr. Cripps has done is pound the table!

Here's what I suggest each of you do, putting the onus on staff which is exactly where it belongs:

**1. General Fund:** According to staff this fund's revenues are estimated to total \$4,374,616 [see page 83 of the May 20, 2024 board packet ("5/20/2024 board packet")]. That means you must limit the expenses assigned to this fund (currently \$10,307,191) to this amount. And that you not disingenuously assign nor allocate some of the expenses properly assigned to the General Fund to other funds so overspending can be perpetuated. So re-work this page of the budget to reflect \$4,374,616 of estimated revenues, and \$4,374,616 of budgeted expenses. And tell staff to figure out how to live within your financial means.

**4. Community Services Fund:** According to staff this fund's revenues **without** the disingenuous inclusion of Recreation Facility Fees ("RFFs") are estimated to total \$21,943,913 (see page 97 of the 5/20/2024 board packet). That means you must limit the expenses assigned to this fund (currently \$28,689,024) to this amount. And that you **not** allow staff to get away which expensing \$1,400,784 of alleged central services costs because: (a) they're phony; (b) staff have failed to present a proposed allocated central services costs plan prior to submitting a tentative budget to the Dep't of Taxation as NAC 354.8668(7)(a) mandates; and, (c) staff have failed to establish that the alleged costs which have gone into the plan: (i) are necessary and reasonable and efficient for the proper administration and performance of the Community Services Fund; enterprise fund; ii) are of a type generally recognized as ordinary and necessary for the operation of the enterprise fund; (iii) are consistent with sound business practices, the indicia of an arm's length transaction, and the requirements and restraints imposed by state laws and regulations; (iv) are equal to or less than market prices for comparable services or property; (v) are consistent with policies, regulations and procedures that apply uniformly to the Community Services Fund and other activities of the local government; (vi) have been determined in accordance with generally accepted accounting principles; (vii) are documented adequately for independent verification; (viii) are the product of prudence under the circumstances considering staff's responsibilities to each pertinent governmental unit and its employees, **and to the general public**; and, (ix) significantly deviate from established practices that may have unjustifiably increased the cost; all as NAC 354.867(1) and (2) mandate.

**5. Beach Fund:** According to staff this fund's revenues **without** the disingenuous inclusion of Beach Facility Fees ("BFFs") are estimated to total \$1,047,200 (see page 112 of the 5/20/2024 board packet). That means you must limit the expenses assigned to this fund (currently \$5,300,344) to this amount. And that you **not** allow staff to get away which expensing \$164,569 of alleged central services costs because of the reasons detailed above.

6. **Utility Fund:** According to staff this fund's revenues are estimated to total \$37,586,954 (see page 88 of the 5/20/2024 board packet). That means you must limit the expenses assigned to this fund (currently \$37,912,704) to this amount. And that you **not** allow staff to get away which expensing \$851,718 of alleged central services costs because of the reasons detailed above.

7. **Internal Services Fund: It's time to end this useless fund!** According to staff, this fund exists because it is far less expensive for us to maintain a fund such as this one, than to pay the private sector to provide our reasonable and necessary fleet, engineering and buildings services' expenses. And I say **poppycock!** If anyone doesn't think that we can secure those services from the private sector for less than \$4,825,516 (see page 114 of the 5/20/2024 board packet), I have some bridges in Incline Village for you to buy.

8. **The Time Has Come For You to Live Within Your Financial Means:** Do I really have to tell you this? Do I have to take away your allowances? This means NO more disingenuous financial subsidies to support your overspending. No more central services cost transfers. No more RFFs nor BFFs. No more forced payments to the Internal Services Fund to keep something alive which should have died decades ago. No more discriminatory nor preferential water/sewer rates and charges in favor of your commercial public recreation businesses so that you can hide their true financial losses. **Live Within Your Financial Means!**

9. **The Ends Do Not Justify The Means:** Perpetuating all that has preceded you, at all cost, just because you wrongly think it's your job to perpetuate it, is irresponsible and wrong. Who says you're charged with perpetuating all that has preceded you? Even if wrong? So why adopt this notion that the ends justify the means?

10. **As An IVGID Trustee, You're Not REQUIRED to Nor Charged With Perpetuating Any Aspect of The District:** NRS 318.100 instructs that you Trustees MAY, but are NOT required to, (a) "construct or otherwise acquire any improvement appertaining to any such basic power which the district may exercise...(b) finance the costs of any such improvement by any of the procedures provided in this chapter; (and, c)...furnish services pertaining to any such basic power which the district may exercise." So all this talk about "we're charged with..." or "we're required to..." is just that. **TALK.** There's very little you're **REQUIRED** to do as Trustees. And intentionally overspending is certainly not one of those requirements.

11. **Stated Differently, as An IVGID Trustee, You're Not Empowered to Force Your Neighbor to Financially Support: (1) Your Recreation; (2) Those Flavor of The Month Interests of Those Special Interests in Town; Nor, (3) District Employees' Outrageous Salaries and Benefits:** Moreover, why would you?

12. **Stated Differently, as An IVGID Trustee, Your Job is NOT to Provide For The Health, Safety, And General Welfare of Our Community's Inhabitants:** That's Washoe County's job because it is the county rather than IVGID which is responsible for our governance. Therefore if mere inhabitants of our community demand facilities or services, that demand should be directed to the county rather than IVGID. And you as IVGID's trustees should ignore those demands.

Nor is it your job to share the wealth with the local nonprofits in our community so they have the money to provide their versions of their "do good" flavors of the month. Let THEM, as opposed to you, do THEIR jobs.

Nor is it your job to cater to the wants and needs of the world's tourists. Or the businesses, realtors and short term rental landlords in town who make money off those tourists. That's the job of private organizations such as RSVCB or IVCBA. Let THEM, as opposed to you, do THEIR jobs.

13. **If You Board Members Can't Do Your Jobs, or Adhere to Any Aspect of Law, or Properly Manage The Affairs of The District, Then NRS 318.515 Instructs It's Your Job to Notify Washoe County:** so it can: (a) take over the IVGID Board, "ex officio, as the BOT of the District;" (b) provide "for the merger, consolidation or dissolution of the District;" (c) seek "the appointment of a receiver for the District; or (d) determine...that management and organization of the District...remain unchanged." So like I said, **do your jobs!**

**14. In Order to Do Your Jobs, You Need to Understand Why IVGID Exists:** The answer is to service the wants and needs of **local parcel owners**. **Not "the community."** Local parcel owners! That's why the most of the basic powers a GID is authorized to exercise (see NRS 318.116) deliver facilities and services to real property. And it also explains why the only persons who can be compelled to finance a GID are local parcel owners.

**15. And You Need to Eliminate The RFF/BFF Because YOU KNOW They're NOT Legitimate "Fees."** Rather, they represent invalid special taxes against property. You know this Trustee Noble. Because you're an attorney! So it's not your job to complain that our financial problems were caused because this invalid revenue source was wrongly suspended last year. You know true "fees" are justified where they: (a) pay the reasonable cost to secure a good or service that is not otherwise available to those who do not pay the fee; and, (b) are voluntarily incurred so that the payor can decide for him/herself whether to pay for the good or service represented by payment. You know that the RFF/BFF satisfy **neither** of these requirements. So why do you insist that the ends justify the means?

**16. Stop Perpetuating The False Notion The RFF/BFF Represent "Value:"** They don't! They represent nothing more than the purchase of up to five (5) Costco or Sam's Club membership cards. Pay a fee, and: a) secure preferred access; and, b) pay from a preferred schedule of pricing. But the wrong here is that local parcel owners' purchase is **forced** rather than voluntary. If I think the purchase represents "value," let me be the one to make that determination. And if you will, then why won't you let me make the determination the RFF/BFF represent no value?

**17. Why Won't You Allow Members of The Public to Exercise Their Due Process Rights to Petition The Judiciary For Review of The Validity of The RFF/BFF?** Are you so unsure of your belief that you won't allow your constituency who share a different view pursue their rights? Moreover, look at NRS 318.201(11) and section VI of the report staff will ask the Board to adopt which creates the RFF/BFF and orders their collection on the county tax roll. Both will state that "all laws applicable to the levy, collection and enforcement of general taxes of the county, including, but not limited to, those pertaining to the matters of delinquency, correction, cancellation, **refund**, redemption and sale, are applicable to" the RFF/BFF. But in the real world they're not. The way to seek refund of the general ad valorem taxes we're forced to pay is to: (a) pay the taxes under protest; (b) file an appeal of assessed property's valuation; (c) secure a decision from the County Board of Equalization ("BOE"); (d) if not in accord with our belief, file an appeal to the State BOE; (e) if not in accord with our belief, file review to the judiciary. But since the RFF/BFF are not based upon assessed valuation, the County BOE will not entertain an appeal. And because it will not entertain the same, it will not render a decision. And because it won't render a decision, there is nothing to appeal to the State BOE. And since there is no full and final determination from the State BOE, there is no standing to seek judicial review. In other words, the District has misrepresented to us that "all laws applicable to the levy, collection and enforcement of general taxes of the county, including, but not limited to, those pertaining to the matters of delinquency, correction, cancellation, **refund**, redemption and sale, are applicable to" the RFF/BFF. But don't concern yourself with this because "the ends justify the means."

**18. Better Yet, Why Won't You Petition The Judiciary to Confirm The Validity of The RFF/BFF?** Won't that put an end to the divisiveness we have in our community over the real genesis of everything that's wrong here? Since NRS 43.100 gives you this power, why won't you exercise it for the betterment of our community?

**19. At The End of The Day, The District's Mantra Should Be Pay Your Fair Share:** In other words, do NOT set recreation venue user fees and program costs at less than the public's all inclusive cost so you can benefit a handful of special interests. Like our core golfers. And pickleballers. And mountain bikers. And swimmers. If our user fees are non-competitive in the marketplace, then so be it. You're not here to perpetuate money losing commercial business enterprises. Can we not agree upon the above-tenents? Because if we can't, then there's no fixing IVGID!

Respectfully, Aaron Katz



1  
2 INCLINE VILLAGE  
3 GENERAL IMPROVEMENT DISTRICT  
4 BOARD OF TRUSTEES  
5 SPECIAL MEETING  
6  
7  
8  
9  
10 TRANSCRIPT OF HEARING  
11 PUBLIC MEETING  
12 Live and Via Zoom  
13  
14 Held at the Boardroom  
15 893 Southwood Boulevard  
16 Incline Village, Nevada  
17  
18 Tuesday, May 28, 2024  
19  
20  
21  
22  
23  
24 Reported by: Brandi Ann Vianney Smith  
25 Job Number: IVGID 41

1 APPEARANCES  
2  
3 **BOARD MEMBERS PRESENT**  
4 SARA SCHMITZ, CHAIR (via Zoom)  
5 MATTHEW DENT, VICE CHAIR  
6 MICHAELA TONKING, SECRETARY  
7 RAY TULLOCH, TREASURER  
8 DAVE NOBLE, MEMBER  
9  
10  
11 **ALSO PRESENT**  
12 SERGIO RUDIN, LEGAL COUNSEL  
13 HEIDI WHITE, DISTRICT CLERK  
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1 Incline Village, Nevada - 5/28/2024 - 6:00 P.M. 4  
2 -o0o-  
3  
4  
5 (Zoom audio starts here.)  
6 TRUSTEE DENT: Thank you for that. Item B  
7 is the roll call of trustees.  
8 B. ROLL CALL OF TRUSTEES  
9 TRUSTEE DENT: We have Trustee Tonking?  
10 TRUSTEE TONKING: Here.  
11 TRUSTEE DENT: Trustee Tulloch?  
12 TRUSTEE TULLOCH: Present.  
13 TRUSTEE DENT: Trustee Noble?  
14 TRUSTEE NOBLE: Here.  
15 TRUSTEE DENT: And Chair Schmitz?  
16 CHAIR SCHMITZ: I'm here.  
17 TRUSTEE DENT: All right. I'm Trustee  
18 Dent. All five trustees are present. Moving on to  
19 item C.  
20 C. INITIAL PUBLIC COMMENT  
21 MR. KATZ: Good evening. Aaron Katz,  
22 Incline Village. I have several written statements  
23 to be attached to the minutes of the meeting I've  
24 given to Mr. Magee.  
25 I'm sorry I have to talk about this, but

<p style="text-align: right;">5</p> <p>1 it's your wonderful staff. They're dirty. Stop  2 denying it. Start doing something about it.  3 Several days ago I demonstrated to you where staff  4 had hoodwinked the Board into approving a doubling  5 of the skate board park enhancement project budget,  6 after they asked the Board for express approval, and  7 the Board refused to give it.  8           Now we see staff are attempting to pull  9 the same stunt with their bloated staffing and  10 compensation levels by tricking you into approving  11 it as part of the budget on tomorrow's meeting.  12 They can't produce audited financial statements as  13 the NRS mandates. They submit tentative budgets to  14 the State without Board review or approval. They  15 publish notice telling us the budget's available for  16 inspection and nothing's available for inspection.  17 They publish a notice telling us that the Board has  18 approved the rec fee report and it's available for  19 inspection, and yet there's no report. If you never  20 approved the report, and of course it's not  21 available, the NAC says your central services cost  22 plan must be approved when you submit a tentative  23 budget. You've never seen a plan, let alone  24 approved it yet even as of today. Nor has it been  25 shared with the public. Yet it's all on the public</p>	<p style="text-align: right;">6</p> <p>1 hearing for tomorrow.  2           The tentative budget must be confirmed by  3 the State, a certification, and yet I've seen no  4 evidence this has taken place. And I've made  5 requests for it and still they don't give it to me.  6 Staff refuses to provide.  7           How much of this stuff are we going to  8 have keep enduring time after time before we do  9 something? And nothing ever gets done. And what  10 you need to get done isn't going to be a happy thing  11 to do.  12           My request is you fire these people once  13 and for all. Close down dysfunctional staff. And  14 now we need to close down IVGID. Why? Because as  15 I've pointed out before, you're not able to properly  16 manage the District and you can't comply with the  17 NRS, and those are the two requirements. And so if  18 you can't do it, let's give it back to the State and  19 start winding down things.  20           By the way, have you taken a look at  21 what's for the board packet for tomorrow's meeting?  22 It's an absolute joke. Look at it if you haven't.  23           Thank you.  24           TRUSTEE DENT: Any other public comments  25 in the room?</p>
<p style="text-align: right;">7</p> <p>1           Seeing none, we'll go to Zoom.  2           MR. DOBLER: Cliff Dobler, 30 year  3 resident.  4           On March 6th, I provided public comment  5 regarding the inability of IVGID staff to properly  6 execute capital projects. At that time, 31 projects  7 would be carried over and 47 new projects would be  8 initiated.  9           Last Thursday, a new capital project  10 budget was provided that called for only 20 new  11 projects and a staggering 52 projects which will  12 have to be carried over, excluding the effluent  13 pipeline and storage tank will be carried over into  14 2025, and 10.1 million will be required for new  15 projects.  16           So 19.5 million is planned to be spent  17 next fiscal year. The largest project is 7.3  18 million for Incline Beach House and access project.  19 This project budget is a blast off rocket to the  20 moon.  21           Between Monday and Thursday last week,  22 staff indicated the project estimate rose from to  23 10.2 million to 16 million. In February, the Board  24 of Trustees requested the project costs be kept at  25 4 million. No one knows what the project is since</p>	<p style="text-align: right;">8</p> <p>1 not one sheet of paper has been presented to the  2 public. One might believe it is a CIA project.  3           Most residents seem to want a simple  4 project with the barefoot bar. The most important  5 schematic design contracts were issued in February  6 for 121,000. To move the project forward, the  7 simple solution from the simpleton board is to  8 borrow money, which of course cannot be done as  9 certain residents lack beach access and lenders  10 require a pledge of all district revenues. I  11 brought this up several years ago, but memories are  12 short. This project will go nowhere and the Board  13 will continue to entertain themselves with planning  14 the project.  15           So excluding the Incline Beach House,  16 there remains 71 projects with combined budgets of  17 12.2 million. The average for each project is only  18 171,000. Assuming a construction season of only  19 eight months, the staff will have to complete nine  20 projects each month. Does anyone believe that this  21 can be accomplished? If you do, seek a shrink.  22           Keep in mind that a mere three months ago,  23 staff brought -- thought they could deliver 47 new  24 projects, and now with a planned increase in  25 personnel only 20 new projects are planned. Ever</p>

9

1 heard the saying that with more you get less?  
 2 For an additional chuckle, Trustee Noble  
 3 wants 2 million for tennis courts.  
 4 Thank you very much.  
 5 TRUSTEE DENT: Do we have any more online  
 6 comments?  
 7 MR. BELOTE: We do not.  
 8 TRUSTEE DENT: That will close out item C.  
 9 Moving on to item D.  
 10 D. APPROVAL OF AGENDA  
 11 TRUSTEE DENT: Any questions or concerns  
 12 with the agenda?  
 13 You'd like to have a flexible agenda? The  
 14 only -- the approval of the agenda, the agenda's  
 15 approved. Moving on to item E.  
 16 E. GENERAL BUSINESS  
 17 TRUSTEE DENT: We have the '24/'25 budget  
 18 workshop.  
 19 MR. MAGEE: Tonight, this is a  
 20 continuation of the budget workshop that we started  
 21 the other night, and I wanted to let you know what  
 22 is being requested of the Board of Trustees today.  
 23 The other day, we got through pretty much all of the  
 24 budget units, except for the Rec Center, and I'd  
 25 asked Trustee Tulloch, who was chairing the meeting

10

1 from here in the chambers, the other night to give  
 2 us a moment to do some additional research on that.  
 3 Tonight, we're going to be presenting the  
 4 Rec Center. And as I had mentioned previously as  
 5 you all know, the previous Park and Rec director has  
 6 left the organization, and so we'll do our best as a  
 7 team to answer any questions the Board may have  
 8 tonight. But, obviously, I don't have insight as to  
 9 what some of her thought processes were as she built  
 10 that budget and made the ultimate recommendations.  
 11 And so we have a number of decision points  
 12 that staff needs tonight from the Board so that we  
 13 can enter that into what will be the final  
 14 recommended budget at tomorrow's budget public  
 15 hearing. And then we're asking the Board to provide  
 16 any input to any additional changes that it may wish  
 17 to see by tomorrow.  
 18 The Recreation Center, just to highlight a  
 19 couple of items, I did want to mention that there is  
 20 a revenue risk to the revenue projections that are  
 21 currently in the Rec Center budget that was included  
 22 in your packets previously.  
 23 There is a replaster project at the  
 24 swimming pool, which is currently scheduled on the  
 25 capital projects list for 2027. There are a number

11

1 of departments and people looking at the swimming  
 2 pool and wondering out loud if that replaster  
 3 project may need to be moved up into a future date.  
 4 And that determination has not been made as of yet,  
 5 but I did want to let the Board know that if the  
 6 pool needed to be shut down in this fiscal year,  
 7 obviously there would definitely be a hit to the  
 8 revenue. As of right now, we have no reason to  
 9 believe that the pool will need to be shut down, but  
 10 the possibility does exist, and we do have people  
 11 looking at that right now. Just wanted to highlight  
 12 that.  
 13 Out at the Rec Center, talked to the staff  
 14 today, and the membership is now at pre-COVID  
 15 levels, so we've seen a full recovery of membership  
 16 revenue numbers.  
 17 And then as we were going through the  
 18 budget with them, we will note that operating  
 19 expenses are fairly flat, excluding all of the  
 20 contractually required increases that the Board has  
 21 heard about over the past few meetings.  
 22 And with that, I think I'd like to stop my  
 23 presentation for just a moment and see if the Board  
 24 has any questions related to the Rec Center budget.  
 25 CHAIR SCHMITZ: I just have a follow-up

12

1 question as it relates to pool, because in the CIP  
 2 plan that you provide to us last week, the pool  
 3 replastering, I believe, is in -- it is in the  
 4 budget for \$100,000. But then there were things  
 5 like the sealing improvements and the block  
 6 replacements that were pushed into the next fiscal.  
 7 If we're doing all of this work with the  
 8 pool, why don't we have all of it bundled up into  
 9 one fiscal year?  
 10 MR. MAGEE: I'm not sure why the previous  
 11 director would have removed those, but that would  
 12 seem to make sense to me that if we end up needing  
 13 to close the swimming pool down, I think we would  
 14 want to come back to the Board and specifically ask  
 15 for the appropriations at that time to do all of  
 16 those projects at once. That would make sense.  
 17 CHAIR SCHMITZ: Well, it impacts our CIP  
 18 budget. It means there's two more projects that get  
 19 moved into this fiscal year.  
 20 Then I'm looking for the blue sheet for  
 21 the Rec Center, and I'm going from memory. I'm  
 22 remembering that revenues at the Rec Center were  
 23 projected to be flat, and I think there was a  
 24 question from all of us of why that is the case.  
 25 And so -- I think I found the blue sheet. It looks

13

1 like revenue is up by roughly 3 percent, but our  
2 wages are up 18 percent. And our cost of goods  
3 sold, it's not a significant number. But our  
4 services and supplies, it looks like it doubled.  
5 Are these numbers still remaining the same or have  
6 there been some reductions?  
7 I don't know why our staffing would you go  
8 from an actual of 1.7 up to over \$2 million, and  
9 that extra \$320,000 at the Rec Center for wages and  
10 benefits. Is that being looked at and is that being  
11 reduced? Because I know you told us that certain  
12 programs were no longer being offered, which would  
13 tell me that we would have lower wages as well.  
14 MR. MAGEE: Sure. Yes, we did talk to  
15 some of the Rec Center staff today. I do believe  
16 they tightened up those staffing numbers a little  
17 bit based on the number of hours that they believe  
18 will be provided.  
19 The revenue estimate, they believe -- I  
20 did talk to the Rec Center manager today, and she  
21 indicated that that's based on historical actuals,  
22 and that she believe that was a tight number.  
23 CHAIR SCHMITZ: And did I see that the  
24 floor got removed from the budget? I thought that  
25 was something at the Rec Center that was moving

15

1 Now, if that is what you consider to be  
2 flat, I've got some ocean-front property in Arizona  
3 to sell you because that is completely ridiculous.  
4 And, similarly, it states on the  
5 spreadsheet that the number of programs being  
6 offered are going down, programs have been reduced,  
7 yet they're increasing hours for staff. As Trustee  
8 Schmitz says, that makes absolutely no sense. What  
9 upside down world are we in? To quote on one  
10 comment I've had from the public -- and I've got a  
11 variety more -- what planet are these people from  
12 when they think that they just reduce revenues but  
13 they keep jacking up salaries by 20 percent plus?  
14 What planet is that sustainable on?  
15 TRUSTEE DENT: Any other questions or  
16 comments regarding the Rec Center?  
17 TRUSTEE NOBLE: Well, Trustee Tulloch,  
18 you've given some criticisms, why don't you come up  
19 with some solutions then? Where are you going to  
20 cut?  
21 TRUSTEE TULLOCH: Very simple, Trustee  
22 Noble. First I would not be increasing hours when  
23 we've got reduced programs. Secondly, I would be  
24 looking very hard at the costs of good and services  
25 sold. I'd be looking at services and supplies.

14

1 forward, and what the Board had wanted was to have  
2 some more strategic look at the exercise venues and  
3 capacity and configuration. But it seems as though  
4 the flooring, I'm not seeing it any longer on the  
5 CIP budget.  
6 So was that removed?  
7 MR. MAGEE: I do believe that project was  
8 removed, and I believe that the reason for that is  
9 the Parks and Recreation department is planning on  
10 coming back a second time and asking the Board for  
11 its priority list for the Rec Center, as staff has  
12 been working on what they believe the Board should  
13 accept as the priorities as they see it.  
14 CHAIR SCHMITZ: I think that at the Rec  
15 Center, we should be looking at a longer-term plan  
16 with some potential reconfiguration of space,  
17 because I do know that we do have some conflicting  
18 use.  
19 TRUSTEE TULLOCH: Thank you, Chair  
20 Schmitz, for making a lot of the points I had here.  
21 I'm looking at the spreadsheet here, I'm looking at  
22 the numbers. Wages and benefits up from 1.74  
23 million to 2.2 million, that's a 36 percent  
24 increase. Costs of good -- services and supplies up  
25 57 percent.

16

1 I've done it numerous times in my professional  
2 career. If you want me to go through the budget, I  
3 can quite happily go through the budget. I went  
4 through it today and come up with 4 million in  
5 savings already.  
6 But I don't want to be micromanaging.  
7 This is absolutely ridiculous. The only solution  
8 you've come up with so far is that let's jack the  
9 rec fee up to 1,500. You don't even mind if it goes  
10 to 2,000 bucks.  
11 TRUSTEE NOBLE: Actually, Trustee Tulloch,  
12 you're absolutely lying on that last point with  
13 regards to the rec fee going up to 2,000.  
14 Again, you're making up stuff, and you do  
15 this time and again and --  
16 CHAIR SCHMITZ: Point of order.  
17 TRUSTEE DENT: Yep.  
18 TRUSTEE NOBLE: I'm just pointing out  
19 exactly --  
20 CHAIR SCHMITZ: Point of order.  
21 TRUSTEE NOBLE: He lied on the record.  
22 CHAIR SCHMITZ: Point of order. I  
23 understand.  
24 We're here to address the budget, and  
25 let's focus on the budget. And, Trustee Tulloch,

17

1 you have suggestions, which I believe you just  
2 presented -- and I will back Trustee Noble up, he  
3 has never said anything about a \$2,000 rec fee.  
4 But we're not here to squabble amongst  
5 ourselves; we're here to solve a problem for the  
6 District. That's what we're elected to do.  
7 If we could please stay on topic, I would  
8 appreciate it.  
9 TRUSTEE TULLOCH: If Rec Center staff are  
10 confident that operating expenses are fairly flat,  
11 let's make them fairly flat, and let's revise them  
12 to that.  
13 I keep hearing about these contractually  
14 required increases. It's used to cover 20 percent  
15 increases basically across the board in salaries and  
16 benefits. Can somebody point out to me where we're  
17 contractually obliged to give 20 percent increases?  
18 As I understand it, I think the inflation  
19 rate is running at something like 3.2 percent.  
20 Perhaps somebody can clarify how suddenly that  
21 contractually required are up to 20 percent. I've  
22 heard some of it is from merit increases and step  
23 changes as people move up the scale. None of that  
24 amounts to 20 percent.  
25 TRUSTEE DENT: Anyone else?

19

1 having to cut into fund balance and start doing  
2 those projects because we have nothing to do. But  
3 every year, it seems like we have more and more  
4 projects that we budget for and less and less that  
5 get done. This year, we do have a huge number there  
6 when it comes to the utility fund that's carryover,  
7 and there's reasons for that.  
8 But I feel like we can do a better job  
9 achieving what we say we're going to do rather than  
10 overbudgeting because every time we say we're going  
11 to do a budget and we don't complete it, we're  
12 collecting a rec fee that we don't need.  
13 I believe it would be a little bit more  
14 appropriate to just come right out say here are the  
15 numbers. I feel like there's a little bit of  
16 distrust, maybe, that has developed through this  
17 process. And I don't know -- I definitely don't  
18 think it's a line item budget that we've gotten,  
19 every entry that was in the program.  
20 But I believe by approaching this from a  
21 manner of: What are the projects that we actually  
22 think we can get done? And then if there's others  
23 that we need to get done, we have fund balance. We  
24 can open up fund balance and do those projects.  
25 That's just my two cents.

18

1 I do -- I guess when it comes to -- I feel  
2 like we've -- when you look at each of the venues,  
3 we've stuffed a bunch of what used be, say, capital  
4 projects into the supplies and services, and we say  
5 supplies and services are going up 40 percent, 60  
6 percent, 100 percent, depends on what venue you look  
7 at.  
8 Perhaps instead of putting that in  
9 supplies and services, that would be broken out a  
10 little bit separately because we've heard  
11 numbers that it's 4.5 million across the District,  
12 we've heard numbers that it's 2 million across the  
13 District, and then 2.5 million at the utility.  
14 I feel like it would be a little bit more  
15 transparent to separate that out for us so we really  
16 know what we're looking at. I believe we've gotten  
17 in this situation because we're planning to  
18 overbudget once again for things that we can't  
19 produce and can't complete in the short construction  
20 season that we have.  
21 It would be awesome -- last year I  
22 preached this, it would be awesome if we actually  
23 had a budget that was something that staff could  
24 achieve or maybe they were opening projects early,  
25 stuff that would be budgeted for '26 and '27, we're

20

1 TRUSTEE TONKING: I have a few thoughts on  
2 what you just said.  
3 One thing that I think we all need to be  
4 reflective of is there's only been -- and I tallied  
5 it, I think, two weeks ago now -- 30 percent of the  
6 projects that are brought to the Board to be passed  
7 right away. We are also a part of slowing down this  
8 process a little bit in getting things done. So I  
9 would just like us to flag that we also need to  
10 consider our role in it. It's not just the short  
11 season, we also bog down some projects as well.  
12 And then the other thing is I get  
13 concerned with us using a ton of fund balance. We  
14 saw what happened in the general fund, and I don't  
15 want us to set in to be using all of our fund  
16 balance because we can't budget well.  
17 That's just my thought on doing projects  
18 and dipping into fund balance. Things come up and  
19 we have a lot of issues of deferred maintenance and  
20 we have a lot of safety concerns that are coming up  
21 between the boat launch, Ski Way, the tennis center,  
22 and I think we're going to all of a sudden run out  
23 of fund balance quickly.  
24 TRUSTEE DENT: I would agree with you when  
25 it comes to the safety projects. We have a

21

1 half-a-million-dollar doorknob project, and, I mean,  
 2 it just goes to I show there's a lot of deferred  
 3 maintenance and a wish list. I think we just need  
 4 to focus on what are those top priorities that we  
 5 need to be achieving? This isn't about stopping  
 6 staff from getting projects done; it's just what is  
 7 actually something we can actually do?  
 8           If we had contracts that were properly  
 9 reviewed, then projects would be getting done much  
 10 quick and rewarded much sooner. It's just a whole  
 11 nother topic.  
 12           I think the important stuff is focusing on  
 13 the budget and making sure we're not asking for more  
 14 money like we have done every year since we've been  
 15 on the Board than we actually need so we create a  
 16 giant fund balance like we have been doing. And the  
 17 reason why we've been dropping the rec fee the last  
 18 three years is not collect funds we can't spend.  
 19           CHAIR SCHMITZ: I agree with what you're  
 20 saying. And I also agree with what Trustee Tonking  
 21 was saying.  
 22           But we just have an ability get so much  
 23 done. And what I heard you say -- and I'm  
 24 clarifying this for Mr. Magee's purpose -- is that  
 25 staff has provided us every single line item of

22

1 everything, I believe, and under services and  
 2 supplies, I think what we're asking for is to see  
 3 what is the line specifically that is, I think, R  
 4 and M, routine maintenance, I believe it's routine  
 5 maintenance for operating. And I think that's the  
 6 line item that we would like to see and compare,  
 7 because if it has a huge spike, from going what was  
 8 budgeted last year and actual, that's an indication  
 9 that it may be more than what we can take in one  
 10 fiscal year.  
 11           And if you look at this, what is projected  
 12 to be our '23/'24 actual for services and supplies,  
 13 it's \$500,000, and we have a budget of 680. To go  
 14 from 500 up to 786, that's a large jump.  
 15           But I think we need clarity here because  
 16 this '23/'24 estimated actual, can someone clarify  
 17 that this has been projected through fiscal year  
 18 end, or is this only ten months? What is this?  
 19 Because if it says estimated actual, I interpret to  
 20 mean it's projected.  
 21           So are these numbers in that '23/'24  
 22 estimated actual, are those projected through  
 23 fiscal year end or are they -- what is that?  
 24           TRUSTEE DENT: Good question.  
 25           MR. MAGEE: Yes, the estimated actual is a

23

1 combination of the actuals to date plus a projection  
 2 to the year end. So those are projected  
 3 through year end.  
 4           CHAIR SCHMITZ: All right. So my point,  
 5 then, is able to stick. And that is we're going to  
 6 be shy of what we budgeted at 680, and to jump it  
 7 another \$100,000 higher; it just seems like the  
 8 potentially overbudgeting for things that we can  
 9 actually get accomplished.  
 10           And I agree that when see that programs  
 11 and what not are reduced, it's hard to justify  
 12 increasing wages.  
 13           But the question I have about this slide  
 14 is a question that I brought up last week related to  
 15 the line item detail budget for golf. And there  
 16 were so many items that said they were contractually  
 17 required, and it didn't make sense to me.  
 18           Could someone please clarify what line  
 19 items are contractually required within the Rec  
 20 Center?  
 21           MR. MAGEE: I can answer a couple of the  
 22 questions that I've heard during the discussion.  
 23           The contractual increases for the  
 24 employees, we've budgeted the contractual increase  
 25 for the COLA at 3.5 percent, health insurance has

24

1 gone up roughly 13 percent, the merit increases,  
 2 which are tied to the contracts also, at roughly  
 3 3 percent. And then as we've discussed at length  
 4 over the last few days, the worker's comp has gone  
 5 up roughly 5 percent to the Rec Center budget.  
 6           CHAIR SCHMITZ: Was it just a mistake last  
 7 week when it was contractually required and it was  
 8 parcel owner allowances and employee allowances and  
 9 professional discounts, those were all labeled  
 10 "contractually required," so was that just a  
 11 mistake?  
 12           MR. MAGEE: I'm not sure on that one. I  
 13 wasn't involved in that particular aspect of this  
 14 exercise, but I can certainly go back and find out  
 15 and have that answer for the Board by tomorrow.  
 16           CHAIR SCHMITZ: I think it's important  
 17 that we all clearly know what line items are  
 18 contractually required increases, because I recall  
 19 bringing them to light last week about -- in the  
 20 golf budget.  
 21           TRUSTEE TULLOCH: Another area to address  
 22 in terms of the capital expenses deferred  
 23 maintenance, whichever -- whatever we want to call  
 24 it, calls for a grand total of 4.5 million.  
 25           If I look at the breakdown of that on the

25

1 tab of the spreadsheet saying "projection account  
 2 details," and I look under, let's stay for a start,  
 3 Parks, we have \$1,300 for top dressing supplies, we  
 4 have \$100 for utility interconnect labor parts West  
 5 Park, we have 1,570 for equipment consumables.  
 6 Again, I asked this at the May the 20th meeting,  
 7 these are all just normal expenditures, these are  
 8 not something that would have ever been capitalized.  
 9 Barbecue repairs at 500, and then we have a lump sum  
 10 of 1,013,500 for CIP maintenance, with a request for  
 11 215,642.50 for parks services as deferred  
 12 maintenance.

13           Then I go to this year's budget, they  
 14 budgeted 479,000 for services and supplies. To  
 15 date, they spent -- and the projected to year end is  
 16 249,000. Next year's request is for 553,000. I  
 17 look at wages and benefits, it was estimated and  
 18 budgeted at 580,000. It's projected now for  
 19 694,000.

20           So it looks like the money that's -- they  
 21 just used the aggregate budget, the money that was  
 22 used, that was there, supposedly, for services and  
 23 supplies to do things which included things like top  
 24 dressing, repairing fences, just the standard  
 25 operational practice not things that were ever

26

1 capitalized, has instead been put towards salaries,  
 2 the over-20-percent increase -- overspend in  
 3 salaries, and it's never been flagged.

4           In the treasurer's report, I've been  
 5 flagging for the last two to three months, that  
 6 we're looking at 1.2, 1.3 million overspend in  
 7 salaries across the District.

8           So now we're just throwing it into  
 9 services and supplies and deferred maintenance with  
 10 no guarantee this work is going to be done, and not  
 11 even any detail of what work is actually going to be  
 12 done. We have a budget request for things, but no  
 13 detail, no commitment to the work being done.

14           And I can't sign off on something like.  
 15 We just got 4.5 million added for so-called deferred  
 16 maintenance. And I start going through these line  
 17 items -- and it's just to show it's not just Parks,  
 18 let me pull up another one.

19           If I look at utilities, \$75,000 for  
 20 equipment and maintenance upgrades. 200,000 for  
 21 parts and supplies for valve cleaning. 170,000 for  
 22 inventory balance writeoff. And inventory balance  
 23 writeoff would not be cash out, I believe, but it's  
 24 added to the cash requirement here. It should just  
 25 be a writedown on the balance sheet. And since

27

1 we're not charging depreciation showing these  
 2 things, I'm not sure why it's added in. There's  
 3 another 20,000 for inventory balance writeoff.

4           Has anybody gone through these?  
 5           MR. MAGEE: Yes, sir. Staff has gone  
 6 through these. And this is the staff  
 7 recommendation, and if the Board wishes to provide  
 8 us some direction on that, we certainly will accept  
 9 that direction and come back tomorrow with some  
 10 changes on that.

11           And I did hear some discussion about the  
 12 4.5 million in the deferred maintenance items that  
 13 are in the budget for this year, and we do have all  
 14 of that breakdown handy. One of the things that I  
 15 will say is that -- this is specific to the  
 16 recreation budget here -- of that 4.5 million, the  
 17 recreation budget only includes 72,000 of that total  
 18 4.5 million. Of that 4.5 million, 3 million of that  
 19 is specifically related to the utility fund.

20           And staff is prepared to talk about any  
 21 one of those projects if that's what the Board would  
 22 like to do.

23           TRUSTEE TULLOCH: Perhaps staff can come  
 24 up with an explanation on why they're requesting  
 25 190,000 added to their services and supplies for

28

1 inventory writedown.

2           TRUSTEE TONKING: Are you saying that, for  
 3 example in your Parks example, are you looking at  
 4 the 113,500 for CIP maintenance and you want that  
 5 broken down deeper? And I'm asking because I feel  
 6 like that seems to be the one vague line, I feel  
 7 like the rest of the detail they gave us was very  
 8 deep and, like, notes and in detail.

9           I was just wondering if that's what you're  
 10 referring to.

11           TRUSTEE TULLOCH: Yes, it would be helpful  
 12 to have that.

13           But there's a total request for Parks of  
 14 217, I think, 215. And that projection, current  
 15 details, you questioned a week ago, whether I was  
 16 misinterpreting that. I didn't. I added it up.  
 17 There's all these requests for \$50, \$300, all these  
 18 small dollar amounts which things would be normally  
 19 included in that supplies and services budget. I'm  
 20 questioning why they're then put through as deferred  
 21 maintenance or former capital expenses. Yes, I'd  
 22 like also like to see a breakdown of the 113,000.

23           Similarly in the utility fund, you've got  
 24 655,000 for capital projects. Residential meters  
 25 and electronics equipment, replacement capital

29

1 expense project. Last I recall, meters still  
 2 qualify as a capital expense. I could be wrong, but  
 3 it normally is. When I ran a metering business,  
 4 meters were always capitalized.  
 5 But, again, it's -- this just seems to  
 6 become a wish list rather than zero-based budgeting.  
 7 It looks like we've just taken the previous budget  
 8 and added all sorts of additional expenditures. And  
 9 that is the feedback I'm getting from the community  
 10 as well. Very strong feedback.  
 11 CHAIR SCHMITZ: I would just like to say  
 12 we need to stay focused here. Right now, we're  
 13 talking about the Recreation Center. I appreciate  
 14 all of the details for the other venues.  
 15 We have to figure out how we get from  
 16 today to tomorrow and that we will have a budget  
 17 that we can approve. And I'm hearing, again, the  
 18 same issues about salaries and supplies and  
 19 services.  
 20 I'm looking to Mr. Magee to say where are  
 21 we today with feedback on the Recreation Center,  
 22 what action is staff going to take, and what can we  
 23 be expecting to see given the repeated feedback  
 24 relative to these couple of issues?  
 25 MR. MAGEE: After the last two meetings,

31

1 makes it difficult to know where we're at, and it  
 2 makes it difficult to think about us coming tomorrow  
 3 evening to approve a budget because we've  
 4 given considerable feedback and we don't know how  
 5 these numbers have changed.  
 6 TRUSTEE DENT: Anyone else?  
 7 CHAIR SCHMITZ: I'm going to ask the  
 8 question again: What is staff intending to do with  
 9 the feedback that the Board has given as it pertains  
 10 to the Recreation Center?  
 11 MR. MAGEE: What we are doing with this --  
 12 and I know people are still downstairs working on  
 13 this as we speak -- the intention is and we're  
 14 hoping to have it during this meeting as part of a  
 15 later slide, I'm sure hoping we'll have it ready to  
 16 go by the time we get to this later slide, but our  
 17 intention is is to show the Board at the fund level  
 18 for the community services fund what the total  
 19 revenues are, what the total expenditures are, and  
 20 then what the delta is between those two numbers and  
 21 the Board for its direction on how to close that  
 22 gap.  
 23 TRUSTEE DENT: Is it a huge ask to  
 24 separate out the supplies and services from what we  
 25 were told used to be formerly CIP projects and now

30

1 every one of our department heads went back and, as  
 2 the Board directed, did everything they could that  
 3 they felt would tighten up their budgets and still  
 4 allow them to be responsible in making sure that the  
 5 services are provided back out to the constituency.  
 6 And so that is where we're at as of today.  
 7 This is the staff recommendation and as of today.  
 8 And I hear a lot of discussion, but I have not heard  
 9 any specific direction on anything that the Board  
 10 would like to see changed between today and tomorrow  
 11 for the Rec Center budget.  
 12 CHAIR SCHMITZ: I would say that we've  
 13 given some very specific direction as it relates to  
 14 to the revenue projection tied to wages and salaries  
 15 and the services and supplies budget.  
 16 I think that there's been very clear  
 17 direction that if the sales and fees budget that  
 18 you're putting forward is accurate, there's changes  
 19 that sounds like have been made, and perhaps changes  
 20 have been made by staff that we have not seen.  
 21 We're still sitting looking at numbers that were  
 22 given to us a week ago, so we don't know all of the  
 23 good work staff has done to address or concerns.  
 24 So, understand from our perspective, we're  
 25 sort of sitting here with the same numbers. And it

32

1 is being brought into operating budget? Rightfully  
 2 so, I don't think anyone's opposed to you guys  
 3 showing it that way. I appreciate your guys' effort  
 4 on that, it's just more of a -- I feel like it would  
 5 give a little bit more apples-to-apples comparison  
 6 versus where we were last year with some of these  
 7 service levels. Or, excuse me, supplies and  
 8 services.  
 9 MR. MAGEE: Sure. And I know we've  
 10 provided a lot of documents to the Board, and we  
 11 believe that we're being responsive to what the  
 12 Board has asked. I want to make sure we're clear on  
 13 what you're asking.  
 14 Can you help me narrowly define that  
 15 request?  
 16 TRUSTEE DENT: Yeah. The third item down,  
 17 supplies and services, pretty much in every budget,  
 18 and I would like to see anything was it was formerly  
 19 a capital project that is now being included in  
 20 supplies and services moved into its own line item  
 21 that says, whatever you to want to call it,  
 22 something project, maintenance projects.  
 23 MR. MAGEE: Yeah. I know we have provided  
 24 that to the Board at one of the previous meetings as  
 25 supplemental material. It was identified as from

33

1 capital to capital --

2 TRUSTEE DENT: I'm just trying to get us

3 past the year-to-year comparison, and we're talking

4 about 60 percent increases in our services and

5 supplies, because it doesn't sound like services and

6 supplies are really increasing by 60 percent.

7 Sounds like, maybe, it's a much smaller number, but

8 it's being inflated because there's \$4.5 million

9 accounted for in the supplies and services line item

10 when it should be in its own maintenance item.

11 MR. MAGEE: If the Board would like us to

12 move items into other line items, we can certainly

13 do that.

14 TRUSTEE DENT: Well, then -- I mean, this

15 is the first time we're including -- did I hear this

16 wrong? -- these capital projects and deferred

17 maintenance in the supplies and services; is that

18 correct?

19 MR. MAGEE: A number of them, yes, and

20 that's what we provided on that sheet previously.

21 And those were identified as --

22 TRUSTEE DENT: Here's the thing: There

23 has been a lot of sheets.

24 I'm just looking for -- you were talking

25 about what you guys are going to be bringing forward

35

1 added, a large portion of the 4.25 million seems to

2 be just normal operating costs that should have

3 already been included in the budget.

4 TRUSTEE TONKING: Mr. Cripps, can you

5 explain to us how that sheet works and what all the

6 different components of that sheet are? I think

7 that might add for some clarity purposes.

8 MR. CRIPPS: Yes. What that is derived

9 from is a series of items. So, yes, the typical

10 repair and maintenance throughout the District is

11 included within those same budgetary lines, as well

12 as the items that have been now identified as

13 capital expense projects. The entire list is not

14 inclusive of just deferred maintenance only. It is

15 a combination of items. Some of them being items --

16 the expenses that were previously some of them

17 deferred, but it's not an all-inclusive list of

18 that.

19 It does include just your general

20 maintenance and repair and maintenance throughout

21 the District that would be year over year that the

22 District would be budgeting for.

23 TRUSTEE DENT: And in the past, the

24 District has parked those items in services and

25 supplies; correct?

34

1 tomorrow, is that going to be -- we already have it,

2 I'm just asking: This that something that you're

3 going to be providing tomorrow?

4 TRUSTEE TONKING: I think I have a

5 solution to what you're asking for.

6 Mr. Cripps, on the sheet that Trustee

7 Tulloch and I were referring to, there is a portion

8 of those that were moved from CIP into maintenance,

9 they were changed, can you take that sheet and can

10 you highlight those ones so that those can be under

11 each department and people can understand how much

12 those are?

13 MR. CRIPPS: Yes, we can.

14 TRUSTEE TULLOCH: That would certainly be

15 helpful, because as I go through this capital

16 expenses breakdown, I see all these things that, to

17 me, seem to be just the normal, run-of-the-mill

18 repair and maintenance.

19 I see here like Golf Mountain admin and

20 overhead, 3,780 and R and M general. I mean, how is

21 that deferred maintenance? That is just another

22 standard operating cost.

23 I'd like to understand what's the existing

24 budget for staff and for services and supplies being

25 used for? Because all these things just seem to be

36

1 MR. CRIPPS: That's correct.

2 TRUSTEE DENT: Okay. Do you guys have

3 direction on that?

4 TRUSTEE TULLOCH: Perhaps you can clarify,

5 then, why -- if this includes all the R and M

6 maintenance and things, why this amount comes to

7 4.5 million, yet the total across the District for

8 services and supplies -- let me just pull up my

9 summary sheet.

10 The summary sheet shows 4.8, 5.9 across

11 the District for services and supplies. It's not

12 just the 4.5, so is the 4.5 inclusive of all these

13 costs or just added to it?

14 MR. CRIPPS: So the cumulative total for

15 district-wide services and supplies, that is rolled

16 up with a couple more objects that are included in

17 those lines. It's not just what we call the "7510

18 line," and that is going to be the repair and

19 maintenance items. That is where you're going to

20 see the difference between that 4.5 that's

21 identified, combined with the entire District where

22 it shows services and supplies, those numbers are

23 not going to match because they don't include the

24 same information.

25 TRUSTEE TULLOCH: So we can't make a

37

1 comparison, I think that's what my colleagues are  
 2 asking for, break this out so we can get a proper  
 3 comparison and understand where the rest of that  
 4 services and supplies is then added to the  
 5 4.5 million.

6 CHAIR SCHMITZ: I'm looking at the chart  
 7 of accounts, and there's R and M general, R and M  
 8 preventive, and R and M corrective.

9 Am I safe so assume that those three --  
 10 I'm going to use the word "object codes" -- would  
 11 be -- they're under services and supplies, and they  
 12 would be line items that would show all maintenance,  
 13 deferred maintenance, everything, in those three,  
 14 7510, 7515, and 7520, is that correct?

15 Because if that's the case, I think what  
 16 Trustee Dent is asking for is underneath services  
 17 and supplies to give us the information going back  
 18 on your blue sheets of the 7510, 7515, and 7520, if  
 19 that is where all of it now being placed.

20 TRUSTEE DENT: That's how I understand it.

21 MR. CRIPPS: Yeah. So the items that you  
 22 just labeled off, those are also additional lines  
 23 that would be services and supplies.

24 However, what -- as far as request to  
 25 extract the capital expense items, we do have that

39

1 district-wide services and supplies was 5.9 million.  
 2 I spoke incorrectly.

3 I'm looking at the summary sheet, it's  
 4 actually 15.825 million. I'm trying to reconcile  
 5 the 4.5 million that's supposed to include most of  
 6 that with the 15.82 million across the District.  
 7 It's only a 11 million delta.

8 TRUSTEE DENT: Which sheet are you looking  
 9 at? One of the blue sheets?

10 TRUSTEE TULLOCH: Yeah, the blue sheet for  
 11 the general fund, the all fund summary that was  
 12 given out prior to the meeting on Thursday.

13 TRUSTEE DENT: Without proposed changes?

14 TRUSTEE TULLOCH: Yes.

15 TRUSTEE TONKING: Can you give us -- or  
 16 just send out to the Board a list of all of the  
 17 object codes that fall under the supplies and  
 18 services? Because I think there's a lot of them. I  
 19 just can't break it out on the chart of accounts  
 20 sheet we have.

21 MR. CRIPPS: Yes, that's something that  
 22 can be provided.

23 TRUSTEE DENT: Has the Board given clear  
 24 direction with the request?

25 MR. CRIPPS: I do believe so.

38

1 list, and then with what I explained to Trustee  
 2 Tonking is the ability to highlight what we already  
 3 have, that is something we can absolutely do. And  
 4 then that will demonstrate the items that are going  
 5 within those budgets.

6 CHAIR SCHMITZ: But if what I'm hearing is  
 7 there's been a real increase for our budget to  
 8 schedule and take care of more maintenance, those  
 9 three line items, going back to the 2022 budget,  
 10 would show an increase. And I think that's what  
 11 Trustee Dent is trying to see is to say is this  
 12 actually increasing by that much or is it somewhere  
 13 else in services and supplies?

14 Because I don't think any of us want to go  
 15 through every single line item that goes through  
 16 services and supplies. We're trying to grapple with  
 17 what we're being told is the budget went up so much  
 18 because we're doing all of this deferred  
 19 maintenance.

20 And we're just trying to make sure that  
 21 we're all understanding that, and we see that's  
 22 truly where the significant increase in the budget  
 23 is coming from.

24 TRUSTEE TULLOCH: I owe the Board an  
 25 apology. I misspoke when I said that the

40

1 Again, we have the services and supplies  
 2 line, obviously it's a roll up that we're seeing  
 3 here at this level. And then from that, we're going  
 4 to have a object code which items do roll into that,  
 5 which, again, there is a number of them. It's going  
 6 to lead to your difference between the one that's  
 7 leading to the 4.5 compared to the delta that we're  
 8 speaking of here tonight. Then from that, we have  
 9 the ability to highlight the items, the capital  
 10 expense projects that we'll be tackling this  
 11 fiscal year through this budget, that way, we can  
 12 identify the costs associated with those, and show  
 13 you that breakout from there.

14 TRUSTEE DENT: Thank you for that.

15 Chair Schmitz, are you okay with that  
 16 summary? All right.

17 TRUSTEE TULLOCH: If proposed, as  
 18 proposed, we just simply add all these expense  
 19 replacement projects to the operating budget, the  
 20 operating budget doesn't carry over to the future  
 21 year if these projects are not done, how are we  
 22 going to ensure that we don't just let -- this money  
 23 just doesn't get dissipated to increased the hours  
 24 and wages and salaries which have already gone up 20  
 25 percent, how do we ensure that these proposed

41

1 projects actually get done?

2 MR. CRIPPS: That's an answer I'd leave to

3 General Manager Magee to answer.

4 MR. MAGEE: There are controls in place to

5 ensure that that is exactly not happening. That is

6 part of the system that Mr. Cripps has been putting

7 into place where we will be providing budget

8 performance reports back to the Board.

9 We've suggested we do it quarterly, and

10 we've heard from the Board that you would like to

11 see it monthly, and so we've communicated that back

12 to staff there would be monthly budget performance

13 and analytics that the Board would have the

14 opportunity to see that every single month

15 throughout the year it has assurances that money is

16 not being shifting from services and supplies into

17 staffing.

18 TRUSTEE TULLOCH: So we'll see a detailed

19 list of these, and we'll see progress of spend and

20 progress against these projects?

21 MR. MAGEE: That absolutely is the intent.

22 We have -- and, Mr. Cripps, please correct

23 me if I'm wrong. We have the program essentially in

24 place and ready to go. We've starting training

25 staff on what that will look like, what the

42

1 expectation is from each of the departments and the

2 department heads moving forward, and how we plan on

3 reporting that. Theoretically, it would start for

4 the month of July in August, we would start bringing

5 those reports in August.

6 TRUSTEE DENT: Is there a concern for you,

7 General Manager, that next year when we asked staff

8 what the deferred maintenance projects are that

9 budget could stay the exact same as far as how much

10 money is needed?

11 And the only reason I bring this up -- and

12 then just to piggyback on Trustee Tulloch's question

13 -- is for many years the rec fee was balanced out at

14 this 830. And for several years, the 830 wasn't

15 needed, and the rec fee stayed at 830. And bonds

16 fell off that we were collecting for, told that it

17 would go away, and it never did.

18 And so there's been a concern, I would

19 say, over many years. And the last three years by

20 this board and previous boards, we started to

21 address the fact that we're collecting a fee. We

22 can't spend it. We don't have enough resources to

23 spend all the money that we're getting. And and so

24 how do you stop the wish list from growing more

25 next year? Question one.

43

1 And two is how do we breakdown this wish

2 list, just not at the rec center but at all venues

3 so it's, maybe, tackled over four years so you don't

4 see a giant spike in the rec fee for one year?

5 And to my colleague's point, it stays a

6 little bit more consistent and it's something that

7 we -- maybe next year, we can bite off a little bit

8 more than we did this year and achieve some more.

9 And I'm all about tackling all of these deferred

10 maintenance projects, they just didn't exist

11 last year, so it's catching us off guard.

12 MR. MAGEE: Sure. And, again, as it

13 relates to the \$4.5 million in the capital

14 expenditures breakdown that we provided to the Board

15 as item F 2 on May 20th, of that 4.5 million,

16 3 million of that is specific to the utility fund,

17 and then there's a lot of small projects in there as

18 well.

19 I see one at Champ, one at Mountain, one

20 at facilities, one at recreation, one at tennis.

21 There's 407,000 that goes into ski, for example. So

22 that breaks it down quite a bit when you start

23 breaking it down that different departments have a

24 lot of different items that they will be managing.

25 Obviously, the bulk of this to goes to Public Works.

44

1 I think, to answer your question, the

2 greatest fear that I would have is if the Board does

3 not appropriate this and staff does start finishing

4 off some of the projects as they have now, that we

5 would have staff sitting around with nothing to do

6 until we could get the Board to approve future

7 projects. That would be my greatest fear.

8 TRUSTEE DENT: And with the fact that we

9 were managing this monthly, we would know that quite

10 a bit in advance that staff is going to run out of

11 things to do if we're forecasting to the end of

12 the year.

13 MR. MAGEE: I think we can certainly

14 provide these reports back to the Board as often as

15 the Board would like.

16 TRUSTEE DENT: How hard would it be to

17 break down the deferred maintenance into a

18 three-year plan and bring that back to us tomorrow,

19 or a five-year plan? I don't know what it can take.

20 I just hate the idea of saying we're going to go do

21 something, we do it every year, we never achieve all

22 the projects. We have tons of projects -- we heard

23 it tonight in our public comment -- 50-something

24 projects that are rolling over.

25 I want us to get more accurate at, hey,

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1 we're going to go do this and we go and do it.  
 2 That's all.  
 3 MR. MAGEE: Certainly. I know that  
 4 Ms. Nelson, interim Director of Public Works, is in  
 5 the bullpen. I'd have to defer to her if she thinks  
 6 we could have this realistically by noon tomorrow,  
 7 to break this down into a three- to four-year plan  
 8 as opposed to proposing this in one year.  
 9 Hopefully she heard me and she's running  
 10 up here right now.  
 11 CHAIR SCHMITZ: I just want to clarify.  
 12 We should be receiving monthly financial reports,  
 13 should we not? And the monthly financial reports  
 14 should have the same breakdowns of services and  
 15 supplies and wages and benefits. And I think some  
 16 of us asking about reporting is because for the  
 17 past year, we haven't gotten monthly financial  
 18 reports.  
 19 So my feeling is is that by producing  
 20 timely, monthly financial reports as potentially  
 21 part of the treasurer's report, we should be able to  
 22 see and track these line items. And if things are  
 23 going over budget on a line item basis like services  
 24 and supplies, we, as a board, would be able to see  
 25 where is it potentially being spent. I feel like

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1 having timely financial reports addresses the  
 2 concern about the money instead being used for other  
 3 purpose. That's my speculation.  
 4 But until we start getting timely monthly  
 5 reports, we all are concerned about what we're  
 6 budgeting and what is actually happening.  
 7 MR. MAGEE: Yes, that is absolutely the  
 8 intent.  
 9 As the Board knows, we've been working  
 10 diligently on getting the Tyler Enterprise, formally  
 11 known as Munis system in position to do exactly  
 12 that. And I believe we're at about that point that  
 13 we can provide those monthly reports moving forward.  
 14 Again, the Board has heard me say this a number of  
 15 times, the treasurer's report belongs to the  
 16 treasurer, which is Treasurer Tulloch, and if he so  
 17 directs, we will certainly include that in the  
 18 treasurer's reports moving forward.  
 19 With that, I also see that Ms. Nelson has  
 20 come into the room. If the Board would like, we can  
 21 certainly ask her to answer the question related to  
 22 breaking this \$3 million in utility fund and maybe  
 23 some of the other projects that Public Works may be  
 24 managing into a three- or four-year process by  
 25 tomorrow.

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1 MS. NELSON: It's a big ask, but we will  
 2 definitely do our best to provide you what we can by  
 3 tomorrow.  
 4 As far as the deferred maintenance goes,  
 5 just be mindful that maintenance never ends.  
 6 There's the big maintenance projects every once in a  
 7 while, but you always have that maintenance. And  
 8 what I've seen in the District is the buildings  
 9 department has a never-ending list of to dos, and  
 10 there's only so much they can get done in a year.  
 11 I'll leave it at that.  
 12 TRUSTEE DENT: Understood. And I don't  
 13 think anyone's trying stop us from achieving --  
 14 having the best facilities, and that means  
 15 maintaining our facilities. It's just catching us  
 16 all off guard because this budget -- we didn't have  
 17 a deferred -- no deferred maintenance that was  
 18 presented to the Board last year, the year before  
 19 that, the year before that. These are just a huge  
 20 increase on top of a huge staffing increase as it  
 21 relates to employee costs.  
 22 And so this is blowing -- this is doubling  
 23 any increases we saw during the COVID inflationary  
 24 increases, so I think it's a little shocking to  
 25 everyone that's up here.

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1 And, I guess, I'm not asking for a lot.  
 2 Just like go through that list and here's our  
 3 number one priority, if it doesn't get done, the  
 4 water's not going to run. And the number two to  
 5 that. At least with utilities, the last thing I  
 6 want to do, or any of us want to do, is mess with  
 7 utilities when it comes to that stuff.  
 8 There are things in there that don't have  
 9 to happen now or we do have a fund balance open and  
 10 we can open it up if we need to. I'm just trying to  
 11 avoid a massive spike for one year in our budget and  
 12 the next year it falls off a cliff. It shows we  
 13 should be spacing this out a little bit, kind of  
 14 like collecting a rec fee for a legacy project.  
 15 Tennis courts or beach house, you name it, these  
 16 projects that cumulatively add up to tens  
 17 of millions of dollars, and all of a sudden we're  
 18 going to try and pay for it today, but we're going  
 19 to use it for 50 years. Same concept with the  
 20 operating budget.  
 21 Is that something you think that you can  
 22 get back to us?  
 23 MS. NELSON: Yeah.  
 24 TRUSTEE DENT: We're just trying to figure  
 25 out: How do we lessen that blow? Can we get it

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1 down to \$1 million next year, and we know it's going  
 2 to be \$2 million the following year?  
 3 At least were putting a plan together to  
 4 tackle it, is all I'm trying to do without blowing  
 5 up the rec fee, utilities obviously not included in  
 6 that, but the rates would see a massive increase.  
 7 MS. NELSON: And I think the way I will  
 8 tackle that is, even with utilities, health safety  
 9 comes first, and then the following projects.  
 10 That's how I will set it up for tomorrow.  
 11 TRUSTEE DENT: We appreciate that. Thank  
 12 you.  
 13 TRUSTEE TULLOCH: It's actually a question  
 14 for Ms. Nelson before she goes away. Just looking  
 15 through some of these line items here, I'll just  
 16 pick one out, random. \$100,000 for station  
 17 maintenance, cleaning fitters, miscellaneous  
 18 supplies, sewer pump station repairs and  
 19 maintenance.  
 20 Is that a special item? Is that just a  
 21 routine R and M item?  
 22 MS. NELSON: That's routine R and M.  
 23 TRUSTEE TULLOCH: Okay. Because that's  
 24 included in the 3 million General Manager Magee was  
 25 referring to.

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1 all these in one year. I think General Manager  
 2 Magee has not been around here long enough to know  
 3 that we've never got anywhere near completing our  
 4 work. I have no qualms that we're going to run out  
 5 of work and have staff sitting about. Echoing  
 6 Trustee Dent's comment, we heard in public comments  
 7 that we carry over projects that have gone up from  
 8 42, I believe, or 47 to 52 already. Just in the  
 9 scope of the last month.  
 10 I think if we could even make end roads  
 11 into that, we would be doing well. I have no qualms  
 12 if we split this into a, say, three-year projection.  
 13 We'll have a much greater chance of success, rather  
 14 than appropriating money for it and then finding  
 15 it's not required.  
 16 TRUSTEE DENT: Any other questions or  
 17 comments?  
 18 MR. MAGEE: Moving on from the Rec Center  
 19 budget, we did want to talk a little bit about  
 20 budget adjustments that we've made since the last  
 21 meeting last Thursday.  
 22 The budget team went back to work and  
 23 added into the blue sheets that you will see  
 24 finalized soon, tomorrow morning, hopefully, after  
 25 we get direction of the Board on a number of items

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1 Then I see another item here, 655,000 for  
 2 capital expense projects. So is the 655, or some of  
 3 these other ones, most of these appear to be just  
 4 normal R and M, so I'm wondering why they're called  
 5 that again as specific additional items.  
 6 MS. NELSON: Some of them are routine  
 7 maintenance. Some of them are what are considered  
 8 capital expense projects.  
 9 What we did was we took that spreadsheet  
 10 of capital expense projects that you guys saw  
 11 last year in the budget, and we were directed to put  
 12 that into operating.  
 13 What I'm hearing from the Board is we need  
 14 to break that out and show you those capital expense  
 15 projects again, line item, and they're just falling  
 16 under the 7510 object code.  
 17 TRUSTEE TULLOCH: Again, I'm concerned  
 18 that a lot of these things seem to be additive or  
 19 potential double counting or doubling claiming on  
 20 budget, because it doesn't make a whole lot of sense  
 21 because we have them mixed together. I'll defer  
 22 judgment on that until we see what's presented  
 23 tomorrow.  
 24 Following up on Trustee Dent's proposal,  
 25 yes, I do believe that we should not be trying to do

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1 tonight, you'll see what we hope are the final blue  
 2 sheets. The budget adjustment was allocating to the  
 3 various funds the investment earnings at the  
 4 direction of the Board, and so we have that now in  
 5 the budget in each individual budget unit as  
 6 appropriate.  
 7 The golf director let us know he's  
 8 identified a reduction of expenditures of \$120,000,  
 9 some of this was located in the capital expenditures  
 10 line. I believe he removed the rebuilding of the  
 11 tee box 16 at the Champ Course. That was located in  
 12 here, and that was a fairly large chunk of that  
 13 that's on capital expenditures breakdown. And then  
 14 another number of line items that he said some of it  
 15 was related to part-time hours and what not that we  
 16 believed he could find a way to absorb. He said it  
 17 wasn't a perfect scenario for him, but he believed  
 18 he could make it work.  
 19 At the last meeting --  
 20 TRUSTEE DENT: Before you go on, General  
 21 Manager.  
 22 Trustee Schmitz, do you have a question  
 23 that pertains to --  
 24 CHAIR SCHMITZ: Yes, it pertains to golf.  
 25 I'm looking at, I believe, it's our

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1 capital improvements projects spreadsheet that's  
2 yellow and blue, we got it last week in one of our  
3 emails. But there, I noticed some things in golf  
4 and I noticed in other ones, but there's \$172,000  
5 and it's just labeled "rolling stock." Wherever we  
6 have rolling stock, we've got 160,000 in utilities,  
7 I'm curious what that rolling stock is. We used to  
8 see that itemized, whether it was a beverage cart or  
9 whatever it was, but still has \$172,000 in rolling  
10 stock.

11 And then I have a question for the  
12 Mountain Course. This isn't for this fiscal year,  
13 but I want to ask the question. It's got a \$600,000  
14 project for the Mountain Course fuel tank  
15 replacement. And my question is is are we staying  
16 long term with gas carts up at the Mountain Course?  
17 I'm assuming so with this project. But I know we've  
18 had other projects where we wanted to have electric  
19 carts up there. I just wanted to say we should be  
20 budgeted and doing work strategically again.

21 Those were my two comments and questions  
22 relative to golf and the golf budget.

23 MR. MAGEE: I can speak to a couple of  
24 these points, and hopefully this answers your  
25 question.

55

1 ware, on weddings, just an FYI, we do have just over  
2 a million dollars prebooked for the '24 and '25  
3 season. We have not replaced the service ware for,  
4 I believe, six to eight years. I need to follow up  
5 with my staff just to make sure I have a better  
6 gauge on when we actually did purchase this and what  
7 the total value is we would request.

8 CHAIR SCHMITZ: This would be capitalized;  
9 correct?

10 MR. SANDS: That is correct.

11 CHAIR SCHMITZ: Okay. But I think that,  
12 then, what is it that we're spending the \$172,000 on  
13 at the Championship Course for rolling stock?

14 MR. SANDS: It would be multiple different  
15 machines. The main purchase would be actually to do  
16 for snow removal on the course, so we're looking to  
17 purchase a skid steerer from Bobcat that has a  
18 snowplow machine on it.

19 That would help cut down the overall costs  
20 and also interdepartmental costs back to Public  
21 Works.

22 CHAIR SCHMITZ: We have quite a few of  
23 those, I believe, in Parks and other places.  
24 Instead of having an interdepartmental charge, we're  
25 to go and buy more equipment?

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1 In other places I've been, rolling stock  
2 is typically equipment that may be anything from the  
3 golf carts to the mowers to basically anything that  
4 has wheels that is required to operate a golf  
5 course. That would be your rolling stock.

6 And then I do know that I've talked to  
7 General Manager of Golf Sands, and he has indicated  
8 that it's -- the intention is to use gas carts for  
9 at least the next ten years out at the Mountain  
10 Course.

11 CHAIR SCHMITZ: Okay. But you didn't  
12 answer my question. I know what rolling stock is.  
13 What's the \$172,000 being budgeted for? That was  
14 the question.

15 And then I do have one because facilities  
16 is underneath golf also, underneath Mr. Sands. We  
17 have \$75,000 to replace banquet service ware. We're  
18 hearing that they're struggling to get weddings,  
19 they're not making enough to cover their operational  
20 costs. I question whether it's the right time to be  
21 spending \$75,000 in a cost center that was looking  
22 to the Board to subsidize its operations.

23 MR. SANDS: I can answer that question, if  
24 possible.

25 As of now pertaining to the CIP on service

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1 MR. SANDS: The existing equipment  
2 throughout the District is actually too large to  
3 operate on the golf course, and we have actual  
4 annual damage that occurs because of that equipment  
5 that's used. So we're looking to find a better  
6 piece of equipment not only to be more efficient but  
7 also create less damage throughout the season.

8 CHAIR SCHMITZ: So we're going to spend  
9 \$172,000 on snow removal equipment?

10 MR. SANDS: No. There is other machines  
11 that would be purchased within that CIP. I would  
12 definitely like to provide you with a breakdown so  
13 you could see what we're requesting.

14 CHAIR SCHMITZ: I think that would be  
15 helpful, because all of these, they just say  
16 "rolling stock." We're used to getting what the  
17 rolling stock is. We're used to seeing what it is  
18 that's being replaced because we have questions  
19 sometimes, and we want to make sure we're doing  
20 things correctly and wisely.

21 And I appreciate -- I'm not trying to say  
22 there isn't trust, it's just what we're used to  
23 seeing, that's all.

24 TRUSTEE NOBLE: Mr. Sands, Mr. Magee  
25 explained the reduction in expenditures of 120,000

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1 mentioned that the rebuild of the hole 16 tee box  
 2 was a large percentage of that; is that correct?  
 3 MR. SANDS: Yes, sir, that is correct.  
 4 TRUSTEE NOBLE: And how much was that  
 5 rebuild projected to be?  
 6 MR. SANDS: Approximately -- let me just  
 7 dig into one quick file and then I will be able to  
 8 answer that.  
 9 TRUSTEE NOBLE: And --  
 10 MR. MAGEE: I'm sorry, Trustee Noble.  
 11 For clarity, that's not a large chunk of  
 12 the total 120,000; that's a large chunk of the  
 13 capital expenditures breakdown that's on that  
 14 capital breakdown spreadsheet.  
 15 TRUSTEE NOBLE: Okay. I guess my question  
 16 with regards -- I do appreciate Mr. Sands looking at  
 17 possible reductions. My question, though, is are we  
 18 just putting off what needs to be done, or is this  
 19 just something that was a wish list that would be  
 20 nice to do but really don't need to do and won't be  
 21 seeing it come back next year?  
 22 Because I'd rather do it now it versus  
 23 kicking it off and doing it next year unless there's  
 24 a good reason for pushing it off until next year.  
 25 Otherwise, I think we're just going be piling on for

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1 next year's board to figure this out again.  
 2 I question Mr. Sands: Why is okay for us  
 3 to delay that project?  
 4 MR. SANDS: As staff, I think being  
 5 directed to find certain areas we could trim down  
 6 and reduce the budget, this is one of them. It is a  
 7 need that we want to complete. It is not urgent and  
 8 there's not a safety factor that goes into  
 9 rebuilding the tee box. It is just definitely more  
 10 of a playability and aesthetic-type of situation.  
 11 TRUSTEE TULLOCH: Mr. Sands, with regard  
 12 to the skid steerer purchase for snow removal or  
 13 whatever, my memory fails me slightly, but I know  
 14 this board approved last year a similar type of  
 15 machine with various different attachments, one of  
 16 which was for snow clearing. I don't necessary  
 17 think it's correct to say we don't have any in the  
 18 District already.  
 19 I seem to recall we spent something  
 20 approaching 100,000 on this last year. I believe it  
 21 was for Parks.  
 22 MR. MAGEE: I think I can answer that  
 23 question. We did look into that. My understanding  
 24 is that the Board did approve it but did not fund  
 25 it, because we looked at making that purchase for

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1 this year and we found there was no appropriations  
 2 available in this year to do it and it was going to  
 3 have to wait until July, assuming that it was  
 4 approved in this budget.  
 5 We definitely looked into that one  
 6 already.  
 7 TRUSTEE DENT: The Board approved it, so  
 8 it was budgeted.  
 9 MR. MAGEE: That's my understanding. It  
 10 was placed on a list, and then it was not  
 11 appropriated. That is the way it was explained to  
 12 me, yes.  
 13 TRUSTEE DENT: Okay. I don't understand  
 14 how that works because typically if we approve the  
 15 budget, then all the funds have been appropriated.  
 16 MR. MAGEE: Right.  
 17 And, Mr. Sands, if you have any further  
 18 insight in that, please jump in here. I know he  
 19 looked into a little bit too. I don't think it was  
 20 included as part of the budgeted appropriations,  
 21 however, it was identified as a need last year.  
 22 (Inaudible discussion amongst the  
 23 Board.)  
 24 TRUSTEE DENT: Thank you for the  
 25 clarification on that question.

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1 CHAIR SCHMITZ: I had another question for  
 2 him.  
 3 When I look at the budget for Championship  
 4 Golf, the budget in services and supplies went up by  
 5 \$420,000 compared to '23/'24 actuals. So, to me, an  
 6 increase of services and supplies by \$420,000 is a  
 7 huge increase.  
 8 At the Champ Course, the wages and  
 9 benefits stayed relatively flat, but at the Mountain  
 10 Course, wages went up by \$100,000, which is almost  
 11 17 percent.  
 12 So, I guess I'm wondering if there's maybe  
 13 some additional savings, or what's changing this and  
 14 adding \$420,000 to services and supplies? And if I  
 15 add the Mountain Course to it, it's almost -- close  
 16 to \$500,000 of increases between the two courses.  
 17 MR. SANDS: I would definitely say that is  
 18 looking at transferring from more of an  
 19 operational-type of budget instead of putting things  
 20 into the CIP budget. As we look at repairs that are  
 21 needed from seasonal damage, it's quite expensive,  
 22 especially when we look at both properties, so  
 23 that's the main reason for that type of increase.  
 24 CHAIR SCHMITZ: That'll be explained when  
 25 we get the line item details for that 7510 object

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1 code?

2 MR. SANDS: Correct. I think it should

3 explain it better, yes.

4 CHAIR SCHMITZ: Okay. Because it looks to

5 me like there's some substantial increases.

6 TRUSTEE TULLOCH: I'm just looking at

7 capital expenses breakdown that shows a total of

8 \$30,700 for Championship Golf Course for deferred

9 maintenance or capital projects that are now

10 expense. That doesn't (inaudible) so I will be

11 interested to see how that reflects on the

12 breakdown.

13 Follow-up question to the question I

14 raised on Thursdays: Are we going to at least break

15 even on food and beverage and The Grille and things

16 this year or are we continuing to hemorrhage money?

17 MR. SANDS: Very good question. We are

18 definitely not hemorrhaging money out of the food

19 and beverage department. I am working on a detailed

20 report to provide to General Manager Magee, allowing

21 him to see the full breakdown of cost of goods,

22 labor, and then adjusted for revenue, especially

23 when we start looking at what are the electrical

24 costs, what is the water sewage costs.

25 As of now, we have had an amazing start to

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1 the season. Through all summertime food and

2 beverage venues, we've had an approximate revenue of

3 just over \$72,000. Once I finish compiling my

4 report with labor and other extenuating costs,

5 General Manager Magee will be able to provide some

6 clarity to the Board.

7 TRUSTEE TULLOCH: Glad to hear that.

8 Still, as we discussed on Thursday, when

9 we projected -- your 2.9 million that you projected

10 to the Board a couple of weeks for golf operations

11 basically breaking even, but then when we looked

12 through the budget, there's still 1.1 million

13 increase in revenues, about 1.8 million increase in

14 expenses when we stripped out the 2.9 million.

15 So if we take out 120,000, that's still

16 about 6 -- 550, 600k discrepancy in expenses to

17 revenues. Can you give us some idea where that is

18 occurring?

19 MR. SANDS: I think with our staff waiting

20 for our food and beverage consultant report to come

21 back to give us a little more clarity on that, I'm

22 hesitant to answer because I don't feel like I have

23 the correct answer for you at this time.

24 TRUSTEE TULLOCH: I appreciate that. But

25 you'll also appreciate if it's showing a 600,000

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1 loss and we don't know even know where it is, that's

2 concerning to me as well.

3 MR. SANDS: Agreed. And I hope to have

4 more information as we continue through this

5 process.

6 TRUSTEE TULLOCH: I look forward to it.

7 TRUSTEE DENT: Any other questions for

8 Mr. Sands as it relates to golf?

9 MR. MAGEE: One question for the Board.

10 There was a lot of discussion there on the golf

11 budget. I'm not sure I heard any direction from the

12 Board to make any adjustments, further adjustments

13 to the blue sheets that you're expected for

14 tomorrow.

15 Was there any expectation of the Board? I

16 see -- I have a lot of notes here, but I don't see

17 anything specific to changing the golf budget.

18 TRUSTEE DENT: I believe the expectations

19 when it comes to the blue sheets is across the

20 District.

21 MR. MAGEE: Understood.

22 TRUSTEE TULLOCH: One thing I noticed that

23 the -- Mr. Sands has previously said he was going to

24 be looking at ways to reduce salaries and wages, the

25 costs of labor, basically, at the Mountain Course.

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1 That doesn't seem to have translated through in the

2 blue sheets. I see labor costs still going up

3 there. Perhaps there's something else you can take

4 a look at.

5 MR. SANDS: Yes, we certainly can.

6 TRUSTEE DENT: Any other questions for

7 golf? I believe you got your question answered,

8 General Manager, there was no specific direction.

9 MR. MAGEE: Yes. Thank you. I think I

10 understand.

11 CHAIR SCHMITZ: My specific direction is

12 these services and supplies budgets are grossly

13 overbudgeted from a glance. And I just -- I'm very

14 uncomfortable with these sizable increases in

15 services and supplies.

16 And, for me, if there isn't something that

17 gives us some justification of why it's increasing

18 at this percentage, it just doesn't make sense.

19 TRUSTEE DENT: I believe most of us are on

20 the same page with that.

21 MR. MAGEE: Moving on, what we heard at

22 the last couple of meetings is that the Board has

23 indicated it was not interesting in funding the

24 recommended positions of the meeting IT coordinator,

25 the community services ambassador, and the Public

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1 Works maintenance worker I/II, so we have made that  
 2 adjustment. We've removed all three of those  
 3 positions out of the budget and removed the funding  
 4 associated with those.

5 TRUSTEE DENT: Before you go on, we have  
 6 one question.

7 TRUSTEE NOBLE: And this actually would  
 8 probably be for Ms. Feore.

9 On the meeting IT coordinator, I know  
 10 there was discussion about taking a step back and  
 11 looking at the records digitization project. If  
 12 that piece is carved out at this point for the  
 13 proposed meeting IT coordinator position, is that  
 14 position still justified, or is it better to hold  
 15 off at this point until a more holistic view of the  
 16 document digitization project takes place?

17 MS. FEORE: Could you repeat that?

18 TRUSTEE NOBLE: In a previous meeting last  
 19 week, there was board discussion about taking a step  
 20 back and taking a more holistic view of the document  
 21 digitization project. And that was one of elements  
 22 for supporting the creation of a meeting IT  
 23 coordinator to allow that to move forward.

24 With that piece carved out now, do the  
 25 justifications for the meeting IT coordinator still

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1 exist to actually go forward with that position at  
 2 this time?

3 MS. FEORE: I mean, I personally believe  
 4 that it is in that one of the key things that was  
 5 going to help with this position, this position was  
 6 going to be working with the District Clerk to  
 7 manage all of the meetings, whether they are the  
 8 board-appointed committee meetings or the Board of  
 9 Trustees meetings.

10 And then also that was -- the idea was  
 11 this would allow the senior IT analyst to remove  
 12 himself from these meetings so that he could focus  
 13 on -- General Manager Magee, I'll need your help  
 14 remembering this -- there was one particular  
 15 initiative that the IT had for the next fiscal year,  
 16 I believe it was Office 365, to get us up and  
 17 running with that, and that's going to be a real  
 18 intense -- it's going to take a lot of time to put  
 19 that together.

20 I believe that that was another reason why  
 21 this position was identified as needed so  
 22 critically.

23 TRUSTEE NOBLE: Okay.

24 This is opinion, I understand the  
 25 community services ambassador, not recommending that

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1 position. I'm in agreement with that. I believe  
 2 that we should move forward with the meeting IT  
 3 coordinator. But of all three, I think the Public  
 4 Works maintenance worker I/II is absolutely  
 5 necessary. Time and again, the last two weeks,  
 6 we're talking about deferred maintenance and can  
 7 these projects get done, and that is an integral  
 8 part of that Public Works maintenance worker I/II  
 9 position as well as the water and sewer maintenance  
 10 work that needs to be done, which is never going to  
 11 go away.

12 I just think that's a critical position  
 13 that we need to fill.

14 MS. FEORE: I agree.

15 CHAIR SCHMITZ: As it relates to the  
 16 meeting IT coordinator, I believe that it was about  
 17 a third of the IT professional's time. I don't see  
 18 how we can justify -- I understand, he's a very  
 19 talented individual and could be working on things  
 20 that are more of, perhaps, higher value to the  
 21 District given his skill set.

22 Maybe there's another opportunity to  
 23 leverage other staff in the organization that  
 24 attends the meetings. We have a staff member who  
 25 attends all of those meetings, and perhaps that

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1 person could step up and start taking over some of  
 2 the responsibility as it relates to meeting  
 3 coordination.

4 As it relates to the Public Works  
 5 maintenance, one of things I forgot to ask about at  
 6 our last meeting when we were talking about this is  
 7 that a couple of years ago, we had an assessment  
 8 done of the staffing levels, the staffing model  
 9 within utilities. And I know they made some  
 10 recommendations for some changes and what not, and  
 11 perhaps interim Public Works Director Nelson could  
 12 provide for the Board how this position either fits  
 13 into those recommendations or reflect back on those  
 14 recommendations and help us to understand where the  
 15 staffing model is today compared to the report and  
 16 touch on this particular position.

17 MS. NELSON: I'll have to go back to that  
 18 report. It was the Raffelis report.

19 I know that over the last, I think,  
 20 two years we've implemented some of their  
 21 recommendations. I'll have that information for you  
 22 tomorrow because I can't remember off the top of my  
 23 head if this was in there or not.

24 CHAIR SCHMITZ: Thank you. I mean, we pay  
 25 a lot to have these reports done, and we sometimes

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1 forget about them. I think it would be important to  
 2 dust it off, take a look at it, and share with the  
 3 Board how this position aligns or doesn't align with  
 4 that recommendation.

5 TRUSTEE TULLOCH: I agree with Trustee  
 6 Schmitz. We discussed this on Thursday and we  
 7 reckoned it was maybe a third of a position for the  
 8 meeting IT coordinator and we're going to find other  
 9 duties to fill it in.

10 I don't think if we're projecting a 20  
 11 percent increase in salaries and benefits across the  
 12 District, that's over 5 million bucks, we should be  
 13 taking on -- creating a position just fill in.

14 Similarly, in the Public Works maintenance  
 15 worker, we also had it explained to us on Thursday  
 16 that we're quite sure -- well, it is going to be a  
 17 highly skilled position, but we weren't quite sure  
 18 if it would be full time or just fill in with  
 19 building maintenance. It seems not to be very well  
 20 thought through at this stage.

21 Also, if I look at the budget for water,  
 22 it's proposed that the wages and benefits goes from  
 23 2.175 million to 3.062 million next year. That's 45  
 24 percent increase. I think we should be looking at  
 25 what's creating that first before we start adding in

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1 even further staff, which is obviously contributing  
 2 to this.

3 With regard to the community service  
 4 ambassador, I fully agree with it. I think it was a  
 5 misguided position. I think also the fact that -- I  
 6 also found out that it wasn't going to be one  
 7 position, we're going to have two benefited staff  
 8 both working part time, which obviously increases  
 9 the -- makes a higher cost than just one full-time,  
 10 benefited staff as well.

11 I'm glad to see these three positions are  
 12 recommended to be removed.

13 TRUSTEE TONKING: I wasn't able to be here  
 14 on Thursday, but I would argue that I would like to  
 15 hear some more about the Public Works maintenance  
 16 worker I/II, so if interim Director Nelson has some  
 17 time to just take that with the Raftelis report and  
 18 then also the amount of time you really envision  
 19 this person working and what that looks like, that  
 20 would be wonderful.

21 TRUSTEE DENT: Anything additional on this  
 22 slide by the Board? I think we're all aligned with  
 23 looking into Public Works maintenance worker and how  
 24 that aligns, except Trustee Tulloch. Okay.

25 There are three that I heard I'm fine, at

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1 least paying a little bit further, how that aligns  
 2 with the report that came, why is this coming  
 3 forward, why now.

4 MR. MAGEE: I think we need to make sure  
 5 we understand the direction of the Board with  
 6 respect to each of these positions and whether we  
 7 should be including these in your blue sheets for  
 8 tomorrow.

9 TRUSTEE DENT: Community services  
 10 ambassador is not included in the blue sheets for  
 11 tomorrow. The meeting IT coordinator was not  
 12 included in the blue sheets for tomorrow. And the  
 13 Public Works maintenance worker, I would say not  
 14 included in the sheets for tomorrow per your  
 15 recommendation. However, we want to know a little  
 16 bit more information before we're approving a budget  
 17 for that.

18 If there's an alternative to the budget,  
 19 and that would be adding in this position, because  
 20 the Board not only has to approve positions but job  
 21 descriptions, then that would be the right time to  
 22 do that at the approval of the budget.

23 MR. MAGEE: Understood. Thank you for the  
 24 clarification. I'll move on.

25 As we've talked about previously, the

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1 General Manager of -- the General Manager of Diamond  
 2 Peak has indicated that he built his budget based on  
 3 what his historical practices have been, and it was  
 4 little bit of a conservative approach.

5 And based on the Board discussion, he went  
 6 back and tighten up his budget and found a reduction  
 7 of expenditures to ski of \$375,000, which has now  
 8 been rolled into the blue sheets, as well as  
 9 increasing budgeted revenues by \$861,000.

10 I'm happy to park it here if the Board has  
 11 any questions on this one.

12 TRUSTEE DENT: Any questions for General  
 13 Manager Bandelin at Diamond Peak?

14 TRUSTEE TULLOCH: Thank you. Somebody  
 15 listened to the Board. Perhaps you can convey the  
 16 message so some of your colleagues as well how to  
 17 look at these things.

18 I'm delighting that you're not going to be  
 19 in a position of showing up projecting a loss  
 20 this year. It's nice to see Diamond Peak still  
 21 making a profit, all be it not multi millions that's  
 22 going to subsidize every other part of the  
 23 operation, but congratulations and thank you for  
 24 listening.

25 CHAIR SCHMITZ: I wanted to also thank

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1 Mr. Bandelin for understanding what the Board was  
 2 asking and for doing this work.  
 3 TRUSTEE DENT: Thank you, Mr. Bandelin. I  
 4 don't think we have any further questions for you.  
 5 Let's move on.  
 6 MR. MAGEE: We also have a number of  
 7 decision points that we need from the Board tonight.  
 8 Earlier today, we sent over a document  
 9 that is supplemental as E 1, which included at the  
 10 last meeting, the Board asked for some increases to  
 11 the beach fee, some recommended increase to the  
 12 beach fees by today, along with a five-year look  
 13 back. We provided a little bit longer look back  
 14 because we had the data handy.  
 15 After looking at this and discussing this  
 16 with the beach staff, there has been a couple of  
 17 recommendations that have been made. Number one,  
 18 moving the adult pass up \$1 from \$16 to \$17.  
 19 Number two, the youth pass from \$8 that to \$9.  
 20 Holding the round-trip boat fee at \$25, and the  
 21 one-way boat fee at \$15, and then increasing -- the  
 22 recommendation is to increase the annual boat pass  
 23 from \$250 to \$275.  
 24 We needed a couple of decisions from the  
 25 Board. Number one is do you wish to accept these

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1 those.  
 2 TRUSTEE DENT: Okay.  
 3 TRUSTEE TULLOCH: We're proposing a 6  
 4 percent increase from last year on the guest pass  
 5 access, yet this year alone we're projecting a 40  
 6 percent increase in salaries and benefits at the  
 7 beaches. I think 6 percent is more than reasonable.  
 8 And, yes, it should be implemented this year. If we  
 9 hold off until next year, we're then looking at  
 10 further increases if we bring that back.  
 11 I think we should be doing everything  
 12 possible to bring the revenues. Our projections are  
 13 showing a \$200,000 reduction in revenues at beaches  
 14 this year, but costs of wages and benefits are going  
 15 up 40, 50 percent, I think it's only sensible.  
 16 On the boat pass, it was 250 in 2022, so  
 17 it goes up -- over three years, it goes up to 275.  
 18 I don't think that's an excessive increase. I would  
 19 have thought that the -- I'll reserve judgment on  
 20 that one. I saw some claimed numbers from other  
 21 boat launches, it's something I take part in very  
 22 often, so I'll reserve judgment on that one. But I  
 23 believe the guest passes should certainly go up, if  
 24 not more. Personally, I was going to recommend 18  
 25 bucks as a rounded number rather than 17. It should

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1 staff-recommended increases, or would you like to  
 2 make any modifications to that? And if you make any  
 3 modifications to that, would you like that to be  
 4 effective as of July 1, or would you prefer that  
 5 that is held off until next season?  
 6 Those are the two items that we need from  
 7 the Board on this slide.  
 8 TRUSTEE NOBLE: Given the increases that  
 9 were implemented in 2023, especially with regards to  
 10 the youth passes and then the adult's that's gone up  
 11 from 12 to \$16 from 2020 to 2023, as well as a  
 12 significant increases to the annual boat passes over  
 13 the last several years, I would hold steady the 2024  
 14 fees consistent with 2023.  
 15 TRUSTEE TONKING: I agree with Trustee  
 16 Noble. I can maybe see us raising that adult fee,  
 17 possibly, but the annual boat pass would have gone  
 18 up almost 80 percent in four years, and that seems a  
 19 little excessive since it's solely for our  
 20 residents. I mean, most all this is solely, but  
 21 that's for the guests. This is also, like, solely  
 22 for them.  
 23 TRUSTEE DENT: So, no to the boat fee,  
 24 maybe on the adult fee, and --  
 25 TRUSTEE TONKING: I could compromise on

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1 certainly go up and it should certainly be  
 2 implemented this year. We have a significant  
 3 revenue deficit, obviously.  
 4 CHAIR SCHMITZ: I one of things that we've  
 5 always had when we make decisions -- or at least  
 6 what I'm recalling when we make decisions relative  
 7 to the season pass for the boat launch fee is we  
 8 have data from the prior year of how many launches  
 9 were -- how many launches on average, how many of  
 10 them did we sell. We don't have a lot of data on  
 11 that.  
 12 I think that our costs are going up, and I  
 13 too feel like the longer we don't pass on some sort  
 14 of inflationary increase, it only makes it a more  
 15 difficult, a more abrupt change in the future. I  
 16 think that we should have some sort of a small,  
 17 incremental increase to the rates because we're  
 18 having increases to the costs.  
 19 One of the questions I had on the beach  
 20 budget is the staffing number went up so  
 21 substantially, it is possible that lifeguards were  
 22 put into the budget for this summer -- and we  
 23 haven't had lifeguards on a regular basis for a  
 24 couple of years -- and so I'm wondering if that is  
 25 particularly what's leading the beaches' salary

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1 number to increase so much. And if that's the case,  
 2 we have to look at the reality of it and say if we  
 3 are not to be able to staff the lifeguards like we  
 4 haven't been able to in the past, we should be  
 5 budgeting the salary because then all we're doing is  
 6 budgeting to have overbudget and then pass it on  
 7 with a beach fee.

8 I think that that needs to be relooked at.  
 9 But I think that if we don't have some sort of  
 10 small, incremental increase, we're setting our  
 11 parcel owners up for a more abrupt change come  
 12 next year.

13 TRUSTEE DENT: Yeah, if we could get a  
 14 breakdown of the huge increase for wages and  
 15 benefits, that would be beneficial for us to  
 16 understand going into approving this budget  
 17 tomorrow.

18 The overall rate increase by staff -- and  
 19 I'll speak to why there weren't rate increases for  
 20 many years and it was I don't believe the Board was  
 21 approving some of these rates and things were just  
 22 kept the same, like the annual boat pass. It was a  
 23 surprise to the Board that the Board should be  
 24 approving all the rates for the District, not just  
 25 the budget. I'm not as concerned about where we

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1 were and where we're going. I believe sometimes we  
 2 have to take some drastic measures to get things  
 3 realigned to where they should have been, just given  
 4 that this wasn't something that was done in the  
 5 past.

6 As far as the overall rates that are here,  
 7 I'm fine with staff's recommendation on accepting  
 8 these. But I would like to see how this wages and  
 9 benefits breaks down, because maybe we don't need to  
 10 see a rate increase when it comes to the youth based  
 11 on the new information.

12 I wouldn't be opposed to this, I just  
 13 think we need a little bit more information before  
 14 we can all be definitive.

15 TRUSTEE TULLOCH: Just to point out in the  
 16 wages and benefits, the projected for this year is  
 17 1.513 million, whereas the budget was 1.162 million,  
 18 so this year we've already overspent -- overshoot by  
 19 35 percent on wages and benefits at the beaches,  
 20 with a further increase next year. Obviously, we  
 21 need to look at -- I would suggest that staff go  
 22 back and look very closely at why that wages and  
 23 benefits this year has way overshoot the budget.

24 CHAIR SCHMITZ: I just have a question on  
 25 the capital improvement project. I believe that

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1 former director of parks and rec had indicated that  
 2 the Ski Beach bridge replacement that the District  
 3 was receiving a grant for that, and I know I've  
 4 asked this question before and I don't recall  
 5 whether I got an answer that we are putting in our  
 6 receiving a grant for this bridge replacement. It's  
 7 \$170,000 in our CIP.

8 MS. NELSON: The grant funding is actually  
 9 coming -- the Nevada Division of Wildlife is  
 10 actually applying for that grant funding, so has not  
 11 come to fruition yet. And that budgeted number that  
 12 we have in there at 170 would be our match to get  
 13 those bridges replaced.

14 CHAIR SCHMITZ: Did you say "bridges"?  
 15 TRUSTEE DENT: Yeah. It's Ski Beach and  
 16 Incline Beach; correct?  
 17 MS. NELSON: Correct.  
 18 CHAIR SCHMITZ: The one going over to  
 19 Hermit Beach is included?  
 20 TRUSTEE DENT: That's correct.  
 21 CHAIR SCHMITZ: Okay. Thank you.  
 22 TRUSTEE DENT: I got a question along  
 23 those same lines. Does it make sense for us to  
 24 budget for that project right now not knowing if  
 25 this is going to happen in this year? Where are we

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1 at with it, I just don't want to be overbudgeting  
 2 when we do have a fund balance there.

3 MS. NELSON: Correct. And that would be  
 4 one of the cases where Manager Magee was talking  
 5 about if, say, NDOW does get that grant and they  
 6 want to move quickly on it, then we're coming back  
 7 and you're reappropriate the funds.

8 I think that project could probably be  
 9 delayed, if that makes sense. I think it needs to  
 10 stay on the CIP plan, but it doesn't necessarily  
 11 have to show that we're moving forward next year  
 12 because we don't know.

13 TRUSTEE DENT: We will find out about this  
 14 at the new fiscal year if it got budgeted. So in a  
 15 month, roughly, we'll know.

16 MS. NELSON: I believe so, yes.  
 17 TRUSTEE DENT: And then how quickly would  
 18 we be moving forward with this -- is it something  
 19 that's getting done this summer, or is it  
 20 something's getting done --  
 21 MS. NELSON: It would probably next year  
 22 starting, May 1.  
 23 TRUSTEE DENT: Okay.  
 24 TRUSTEE TULLOCH: With regard to the  
 25 grants, I noticed the 250,000 grant for the skate

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1 park still has not appeared. We're showing the  
2 budget at 463,000 now with carryover. The 500,000  
3 expenditure in the skate park was based on the 250k  
4 grant as well. Perhaps that can be applied.

5 MS. NELSON: Remember, the grant is a  
6 reimbursement grant. We have to spend the money to  
7 get the money reimbursed.

8 Essentially, we have to have that money  
9 appropriated.

10 TRUSTEE TULLOCH: Okay. Thank you.

11 TRUSTEE DENT: General Manager, going back  
12 to the beach fee schedule, do you want to summarize  
13 what you've heard from us as far as direction?

14 MR. MAGEE: Well, I heard a lot of  
15 discussion, but I'm not sure I can answer if the  
16 full board wants to accept the staff recommendation  
17 or not.

18 I think that's the full direction that I  
19 need from the full board.

20 TRUSTEE DENT: I'll speak to this and then  
21 any of my colleagues, feel free to jump in. I  
22 believe before we're willing to fully accept this  
23 recommendation, we would like to see a little bit --  
24 or get a better understanding of what's included in  
25 the wages and benefits and what's driving up those

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1 TRUSTEE DENT: I think we would include  
2 them in the projection for tomorrow, knowing that  
3 there could be a change. It's hard for us to  
4 understand, we've had so many spreadsheets and  
5 talking about different spreadsheets, we don't all  
6 have the same information in front of us. I think  
7 having a new starting point, a new basis, at least  
8 we can be on the same page.

9 MR. MAGEE: Understood. And if we include  
10 these in the blue sheets, then do we want to start  
11 the projection having these new rates effective July  
12 1 or waiting until next beach season?

13 TRUSTEE TONKING: I feel like at least  
14 with the -- you could do the daily ones, but how  
15 would you do the annual boat pass? People buy that  
16 now, which is fine.

17 TRUSTEE DENT: Our hands are a little tied  
18 because the rates didn't come to us prior like they  
19 usually do with the other venues. We should be  
20 approving these rates in winter at the latest or  
21 late fall. We should know where we're at and how we  
22 landed at the end of the season and get a wrap up  
23 like we do at golf or ski, a few months later.

24 TRUSTEE TULLOCH: It might be a good way  
25 to get panic buying if the annual boat pass, get it

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1 costs. If that's something that you guys could let  
2 us know what's being projected there and why we're  
3 seeing a massive increase, then I think -- I know  
4 there are at least three or maybe four of us very  
5 similarly aligned with these rates. Maybe someone's  
6 nil on one and yes on another.

7 But I feel like we're, across the board,  
8 in a -- other than Trustee Noble, we were all  
9 willing to work with the rates that we saw, but we  
10 need a little bit more detail as to what's driving  
11 up the costs at the beaches.

12 MR. MAGEE: Sure. And we can certainly  
13 bring that back to the Board tomorrow.

14 And, again, I'll remind the Board that a  
15 lot of these increases are contractual and it's  
16 specific, this goes across the board, the 3.5  
17 percent for the COLA that we've budgeted, the 13  
18 percent for health insurance, 3 percent for merit,  
19 and then also the 5ish percent on workers' comp  
20 across the board. So, just for clarity, that's a  
21 big part of why you're seeing these go up in every  
22 one of these budgets.

23 What I am hearing from the Board is do not  
24 include any of these changes your blue sheets  
25 tomorrow. Is that an accurate statement?

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1 quick at 250 or it's up to 275. Let's get some more  
2 revenue in.

3 MR. MAGEE: So we'll -- I'm not sure if we  
4 have the data or not. I'll see if we sold any  
5 annual boat passes after July of last year and we'll  
6 use that as a factor.

7 What I'm hearing from the Board is go  
8 ahead and include this as a projection based on  
9 historical data effective July 1.

10 TRUSTEE DENT: Yeah. And I would  
11 definitely -- we need some sort of understanding of  
12 what's going on with wages and benefits. I  
13 understand you did not put together -- or, Mr.  
14 Cripps, you guys were not involved in this budget,  
15 but there's got to be somebody that can say why the  
16 wages are going on up. And I don't buy that the  
17 dental costs went up by 5 percent. What did you  
18 show? It was like 60 percent increase or something.  
19 It's significantly higher, and it just seems like  
20 something's off.

21 Just a little bit more understanding so we  
22 can have some clarity with it and giving approval.

23 TRUSTEE TULLOCH: Can I suggest that if  
24 there's no passes, no annual passes bought after 1st  
25 of July, then there's no harm, no foul, and it also

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1 means you have the 275 in place for next year for  
2 the start of the season next year.

3 TRUSTEE DENT: Can we take a five-minute  
4 break, and we will resume at 8:02? Thank you.  
5 (Recess at 7:57 p.m. to 8:02 p.m.)  
6 TRUSTEE DENT: We're going to resume. I  
7 assume Trustee Schmitz will join us shortly.  
8 MR. MAGEE: Moving on to our next decision  
9 point, the Beach House funding.  
10 What staff heard from the Board at the  
11 last meeting is there's an interest in exploring the  
12 bonding possibility. As part of that, staff went  
13 back and crunched some numbers today related to the  
14 beach fee and how that would look. We did some  
15 variance analysis on the recommendations that have  
16 been previously made, splitting apart the facilities  
17 fee with the beach fee and how that interacts.  
18 Ultimately, if the Board wishes to have  
19 construction begin this upcoming year through a  
20 bonding program, ultimately, there would be enough  
21 in available fund balance for this year and  
22 realistically this year only, to support the beach  
23 operations solely on the use of fund balance.  
24 And if you would like, I can certainly  
25 have Mr. Cripps bring up -- he's got that blue sheet

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1 cumulative budget for the project, depending on  
2 which way that the Board decides to go.  
3 With that, what we would be looking at is  
4 a net total of combined total. And so if we do just  
5 the revenues and the subtotal of operating  
6 expenditures, you're looking at about a 1.4  
7 different there. Then of course adding any capital,  
8 that's going to bring us down to a net of 5.3. And  
9 then if we did include a beach fee at the current  
10 budgeted rate, that would add another 2.5 million,  
11 bringing us to usage of fund balance of 2.7.  
12 TRUSTEE DENT: Thank you for that  
13 overview.  
14 TRUSTEE TULLOCH: I'm not sure where this  
15 plays into funding. I did -- ran some rough  
16 numbers. On the staggering 16 million that we're  
17 suddenly quoted on Thursday, which had gone up from  
18 4 million to 6 million to 10 million, and suddenly  
19 we get this for 16 million, bonding for 20 years at  
20 5 percent on 16 million would be approximately 1.7  
21 million a year in service and costs. A total cost  
22 of the life of the bond would be about 38 million.  
23 You're showing drawing down fund balance.  
24 We already appropriated 4 million in this year's  
25 budget for the Beach House, so basically you're then

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1 handy, and we can show you what total revenues  
2 versus total expenses look like.  
3 MR. CRIPPS: What we have here  
4 demonstrated on the screen is the updated blue sheet  
5 compared with some of the updates that we had  
6 performed that General Manager Magee did indicate.  
7 And what we have, the bottom here, is a breakdown of  
8 where the expenditures lie, where we would be with  
9 the beach fee, our facility fee -- our beach fee --  
10 I'm sorry -- in this case, and then what that does  
11 to us as far as like in any fund balances and what  
12 we can do looking forward and moving forward and how  
13 do we tackle this task.  
14 What I have -- what we can show here is  
15 going to be this column where my mouse is, I'm going  
16 to highlight here for, the update, and that's the  
17 updated information from Thursday's meeting. What  
18 we have is the updated revenues, so our line here  
19 going to be at 1.3 million, and then the subtotal  
20 for expenditures sans any kind of capital  
21 improvements is 2.7 million. Then currently  
22 included in the budget is some of the -- a component  
23 of the Beach House project, but 3.9 put in again  
24 moving -- we would need to recognize the budget that  
25 we need to move forward for that as well as total

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1 going to start drawing down that 4 million we've  
2 contributed for capital towards operating costs. I  
3 think that is crazy.  
4 I think it seems like -- the feedback I've  
5 got from the public over the 16 million is  
6 staggering. People just cannot believe it. I've  
7 been told by so many: We wanted decent toilets and  
8 the tiki bar. We didn't want the Loan Eagle.  
9 There's absolutely no way I'll vote in  
10 favor of bonding for 16 million in the Beach House.  
11 We need to -- we've seen nothing, the public has  
12 seen nothing on any of these. The Board has seen  
13 two numbers, a 6.2 and 10.2 approximately. There's  
14 been no public information released on this, and  
15 suddenly we're told it's 16 million. But that's  
16 okay, don't worry, we have a credit card, and wave  
17 it about. It will only cost us 1.7 million a year  
18 for the next 20 years.  
19 I think we need to relook at that. I  
20 don't think this is necessarily the time to just be  
21 doing a sudden funding decision on bonding on a  
22 16 million cost that nobody's ever seen, which will  
23 probably rise to 20 million. It seems a pattern.  
24 The pool was estimated at 1.5 and ended up costing  
25 near 6. And we're seeing a quadrupling of costs

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1 here again. I'm not in favor of that.

2 At the moment, let's move forward on the

3 basis what we're there. I don't think we should be

4 syphoning off the 4 million we've already budgeting

5 for and put toward -- appropriate for capital for

6 the new Beach House to just bring down -- have a

7 rising operating costs.

8 TRUSTEE NOBLE: Mr. Magee, you're not

9 asking the Board to make a decision on whether or

10 not to bond for 6 million or 10 million or 16

11 million at this point, are you, it's just the

12 concept of bonding or not?

13 MR. MAGEE: That is correct. What we're

14 trying to do is figure out what the Board would like

15 to see in these blue sheets as part of the public

16 hearing for the final budget.

17 And so right now, we have the various

18 options in here. We just wanted to present to the

19 Board what this would look like if the Board chose

20 to use. Currently, we have \$4 million programmed in

21 the budget, and we can carry that forward or we can

22 return that to fund balance and use that a different

23 way.

24 We're definitely not asking the Board to

25 determine a bonded amount tonight. But what we are

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1 suggesting is is if the Board wishes to go down that

2 route, given the direction that we've received on

3 what the Board expects to see as part of this

4 design, we just wanted to make sure the Board had

5 all of the information it needs.

6 And understand that if you choose to

7 reduce the beach fee, this is how much you would be

8 drawing down on fund balance in each one of these

9 scenarios and understand that we will be coming back

10 to the Board with a recommendation in the future.

11 TRUSTEE NOBLE: Given that the Beach House

12 is anticipated -- or I would anticipate to be a

13 facility that's going to last for 30, 40 years,

14 given the dollar figures, whether it is 6 or

15 10 million or something else, I think that bonding

16 is appropriate in this instance.

17 CHAIR SCHMITZ: Couple of things.

18 We're not making a decision about bonding.

19 We're trying to understand our costs and we're

20 trying to make a decision about what the beach fee

21 needs to be set to.

22 And there was a comment made in public

23 comment, and I know the Board has talked about this

24 issue of bonding for a beach house for many years.

25 And we've heard both things: It can't be done, it

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1 can be done. And public comment again tonight said

2 it can't be done.

3 So, it's realistic to think we would have

4 that capability?

5 TRUSTEE DENT: It looks like our General

6 Manager and staff will have to research that and get

7 back to us.

8 CHAIR SCHMITZ: Okay. Because that's an

9 important decision point because if we can't, then

10 we need to continue to collect.

11 But I agree that this is a building that

12 is going to be there for an extended period of time,

13 and given the costs that we're talking about -- we

14 went into this with the assumption we were going to

15 be collecting far in excess of what we actually need

16 for this beach house. It's disappointing, but we've

17 collected money, so we have a huge fund balance in

18 the beach fund. And if we do have the ability to

19 bond, I feel that we should. I don't think that we

20 should be trying to go for a \$16-million building,

21 but we need to build a building, and we need to

22 improve the facility.

23 So I think that we should be looking at

24 the decision about if we can't bond, we have to

25 continue to collect this facility fee in order to

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1 fund a sufficient building and the ingress/egress

2 improvements that we've talked about.

3 TRUSTEE DENT: I believe our former

4 director of finance is the one that confirmed we

5 could bond after years of hearing we could not.

6 Perhaps someone on staff could reach out Mr. Navazio

7 and at least get caught up to speed on that.

8 TRUSTEE TULLOCH: Now, if we're to kick

9 off on May 25 of this, we would need to have

10 appropriated the full amount of the project; is that

11 correct?

12 MR. MAGEE: That is correct.

13 TRUSTEE TULLOCH: We need to make a

14 decision for the budget of how we're going to do

15 this. So whether we're going to bond it, if it is

16 possible, or whether we're going to fund it, we need

17 to come up with something. We need to set a

18 number on this.

19 And like Chair Schmitz, I don't believe

20 16 million is a sensible number. We're talking

21 16 million at the Beach House. God knows what

22 Snowflake Lodge is going to cost. Somewhere north

23 of 30 million, probably.

24 I'm not against bonding totally in

25 principle, but I'm against bonding when it's a case

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1 of, oh, let's just increase the costs and let's just  
 2 whip the credit card out and we'll bond it instead.  
 3 It's a magical solution.  
 4           It's still, on a 20-year bond, 1.7 million  
 5 a year in additional operating costs. Let's look  
 6 carefully of what the cost of this is going to be  
 7 because we need to decide, basically, over the next  
 8 couple of days what financial provision we're going  
 9 to make for it.  
 10           And are we going to make financial  
 11 provision for 16 million, 20 million, or for 10  
 12 million. It's a pretty basic point to set the  
 13 budget here.  
 14           TRUSTEE TONKING: I think that -- I've  
 15 always been a proponent of bonding for something  
 16 that lasts a long time because I feel like it's  
 17 something that you're able to put on to everyone  
 18 who's living throughout the community.  
 19           I had just heard about the 16 million when  
 20 I watched our last board meeting when I missed on  
 21 Thursday, and that was an awe-dropping number. A, I  
 22 hope that is not the cost of it.  
 23           But I do think we probably would have to  
 24 have that answer by tomorrow. And if we don't have  
 25 that answer by tomorrow, I think we have to continue

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1 to charge the fee. Otherwise, we're going to have  
 2 much bigger problems on our hands. Not the 16, but  
 3 if we can bond or not is the answer, not cost of the  
 4 Beach House.  
 5           TRUSTEE DENT: Understood.  
 6           Bonding, I'm favor of bonding for the  
 7 Beach House. As far as what's included in the 16  
 8 million, I don't think any of us know. It's just a  
 9 wag.  
 10           Until we get some details and have an  
 11 understanding, perhaps, including -- we don't know  
 12 at this point what staff included in the Ski Beach  
 13 egress project, and so that -- it sounds like it's a  
 14 \$6-million number, but perhaps there's stuff in  
 15 there that we are not anticipating doing in this  
 16 phase. I don't know.  
 17           I feel like these numbers are pretty crazy  
 18 considering the types of houses you can build,  
 19 several of them, for that kind of money. I feel  
 20 like our projections are just a little bit off -- or  
 21 our expectations, the community's expectations, the  
 22 Board's expectations are not matching what the  
 23 budgets are coming back, whether it's 10 million,  
 24 12 million, 16 million, it seems it's starting to  
 25 get way too high.

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1           But our initial starting point at \$4  
 2 million didn't include the site work improvements.  
 3 It didn't at either of the beaches, initially, and  
 4 so then we brought in the second beach, which is  
 5 connected, being Ski Beach, at the last meeting.  
 6           There's a lot of room to grow there as far  
 7 as what the rec fee should be. I hate  
 8 over-collecting on a rec fee, but I feel like we  
 9 need to collect, potentially, something at the  
 10 beaches. I don't know what number is. I feel like  
 11 once we have a little bit better understanding,  
 12 maybe we're subsidizing half of this. Maybe we're  
 13 subsidizing a quarter of it. I don't know. Maybe  
 14 we're collecting exactly what we need for operations  
 15 and we're not completing capital.  
 16           I'd just like to see everything kind of  
 17 wrapped up holistically as one, because I don't know  
 18 what that means at the beaches. I don't know what  
 19 that does to the rec fee overall at this point,  
 20 given the last set of numbers that I looked at.  
 21           Anyone else want to weigh in on this?  
 22           TRUSTEE TULLOCH: Just keep me correct in  
 23 terms of what we need to appropriate. We can't just  
 24 put in bonding, number for bonding, I don't believe,  
 25 if we haven't arranged a bond and we have no clear

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1 definition of whether we can actually do it or not,  
 2 I don't think we can actually put in our budget. Am  
 3 I correct in that? We need to make sure we have  
 4 guaranteed appropriation -- guaranteed availability  
 5 of funds for appropriation?  
 6           MR. RUDIN: I can comment a little bit on  
 7 the bonding question. I mean, NRS 318.320 and  
 8 318.325 do give the District power to issue bonds,  
 9 both revenue bonds and general obligation bonds.  
 10           That being said, with respect to this  
 11 particular facility, you would want to do some  
 12 analysis -- some fiscal analysis as to, one, whether  
 13 or not revenues of the proposed facility would be  
 14 able to repay the bonds. Two, if not, whether or  
 15 not you would want to go through the process of  
 16 doing like a geo bond or something like that  
 17 specifically for getting additional capital for that  
 18 facility and what that would look like in the long  
 19 term.  
 20           Yeah, those would be your options, but  
 21 trying to figure out what the bonding would cost  
 22 relative to the facility would be worthwhile.  
 23           MR. MAGEE: What I'm hearing is is there's  
 24 a belief that we can bond if we choose to bond. And  
 25 there's additional fiscal analysis that needs to be

1 done on that.

2 I don't believe that we are appropriating

3 based on an assumption that we would get a bond at

4 any given amount because I -- that analysis has not

5 been done. That's not included in this budget.

6 So for the purposes of getting the budget

7 passed, we really need some direction on this blue

8 sheet here, which is would you like for staff to

9 explore what that bond amount would be,

10 understanding we would be coming back at a future

11 date for that piece of it? And then if we are doing

12 that, did you wish to bond for the full amount of

13 the Beach House, meaning we would reduce the amount

14 of the capital improvements on this particular blue

15 sheet by the almost \$4 million that you see in

16 column there? Or is there an interest in continuing

17 with some of that money going towards that project?

18 TRUSTEE TONKING: I agree with Trustee

19 Tulloch. I don't think you can pass a budget for a

20 capital expense -- an unbalanced budget if you don't

21 actually have the bond.

22 That was the whole issue that happened

23 with why we are on such a really tight timeline

24 getting bonding for the effluent pipeline. A, we

25 had to get the timeline working, but also in order

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1 to get it to pass in our budget, we had to do that

2 then. Otherwise, we were going to have to find

3 appropriate funds to do it.

4 I think, in theory, we have to operate as

5 though we are not able to bond, unfortunately, since

6 we are at the end, the eleventh, twelfth hour and

7 maybe a couple minutes to spare.

8 TRUSTEE DENT: And this is -- just the

9 background on this. We've been asking for analysis

10 on this since -- for a long time, at least a year,

11 over a year.

12 And so this isn't -- we don't have the

13 information, we can't just go and increase the beach

14 fee to collect money for a project that we don't

15 even know what it is, because we don't know what is

16 being offered for 16 million. We got bathrooms for

17 4 million, and you got bathrooms with a kitchen for

18 10 million and a bunch of site work. It's may be a

19 little too premature, given that we don't understand

20 what the financing is, we don't understand what the

21 scope is, to even try and put a budget together for

22 it.

23 I'd say we just collect a fee to cover

24 operations, maybe. And at least we're covering the

25 operational costs, we're not depleting the beach

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1 fund from the capital that we've put over, and we

2 continue for at least -- I don't know. We have no

3 clue what we're doing as it relates to what we're

4 building, what the scope is, and what the budgets

5 could be. And the community hasn't seen this

6 project.

7 TRUSTEE TONKING: I think that's fine.

8 Except the problem is you're going to end up pushing

9 this out another year. That's the decision our

10 board is making right now is we are not budgeting

11 for worst case scenario if we just cover operating.

12 We're only budgeting for best case and being allowed

13 to bond. We don't even know for certain if we can

14 bond on the beaches.

15 TRUSTEE DENT: Yeah, I understand.

16 TRUSTEE TONKING: I think my fear is if we

17 wanted to start this project this next May, we

18 wouldn't be able to. And so that's pushing it out

19 another May. That's one thing we need to consider

20 on that.

21 TRUSTEE DENT: I understand. I totally

22 agree with you on that. But you're also talking

23 about collecting another -- you're talking about a

24 rec fee going to \$1,500 this year and beach fee to

25 be \$700 this year to get up to a number that can

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1 handle this.

2 I feel like there's too many moving parts,

3 we don't have enough information to make a decision,

4 and this is brought on us at the last minute.

5 It's -- we're kind of -- our hands are tied. And

6 we're going to go ask the community for \$780 to go

7 towards the beach fee so we can have another 5,

8 \$6 million in that fund when we don't even know what

9 we're building, and if the project's even moving

10 forward next year. A lot of unknowns.

11 TRUSTEE TONKING: There's a middle ground

12 to that, though. You don't have to do the whole

13 amount of 16 million, 10 million. You can take 25

14 percent of it, for example, or 30, and at least

15 budget that way. And we can -- I feel like 25

16 percent is usually a good number when you're trying

17 to bond anyway when covering the costs, maybe a

18 little less.

19 We have idea of what -- like, you can take

20 25 percent of 10, for example, or 25 percent of 6 or

21 something like that and do it that way. That at

22 least is giving you some foundational money.

23 TRUSTEE TULLOCH: I would agree, for the

24 most part, with Trustee Tonking. I think we made a

25 commitment to the community that we would get this

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1 moving. I think we're running into danger of doing  
2 the same thing as past boards did with the effluent  
3 pipeline where they just kept going round and round  
4 in circles.  
5 Perhaps you can clarify. The originally  
6 recommended beach fee from staff was 320 -- is that  
7 correct? -- per parcel. If you can just give us a  
8 breakdown what that included. Let's look at the  
9 numbers. The numbers don't lie.  
10 MR. MAGEE: The original beach fee was  
11 330; 142 going to operating, 188 going to capital.  
12 TRUSTEE TULLOCH: Correct. And what would  
13 that 188 to capital, how much capital would that  
14 raise?  
15 MR. MAGEE: I don't have that number in  
16 front of me.  
17 TRUSTEE TULLOCH: 188 by 8,000. 4.5  
18 million.  
19 I think we should -- that certainly helps  
20 towards it, and perhaps it helps focus some reality  
21 on our contractors and things and our design for the  
22 beach as well. Rather than the contractors that as  
23 soon as they heard, mistakenly, that the Board had  
24 just lifted the cap, thrown away the cap on spending  
25 of the Beach House, they could suddenly go from

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1 450 or 460 or something I was objecting to.  
2 TRUSTEE DENT: Understood. Okay. It's  
3 similar logic to what we talked about last year.  
4 TRUSTEE TULLOCH: Yeah.  
5 MR. RUDIN: I just wanted to supplement my  
6 earlier answer on the bonding. NRS 318.197, which  
7 gives you your powers to set recreation fees and  
8 charges and assessments, also states that those can  
9 be used to be pledged as revenue for the repayment  
10 of any indebtedness or special obligations of the  
11 District.  
12 So you could, in theory, do a revenue bond  
13 using things like beach fees or rec fees for a  
14 specific project.  
15 TRUSTEE DENT: Thank you.  
16 CHAIR SCHMITZ: I want to understand these  
17 numbers. We have currently our fund balance for the  
18 beaches is \$9.3 million -- is that correct? -- at  
19 the bottom, that's our current fund balance is 9.3  
20 million.  
21 MR. CRIPPS: No. That's the anticipated  
22 ending fund balance of fiscal year '24.  
23 CHAIR SCHMITZ: Can you show me the  
24 columns up above? This is '23/'24 actuals, so this  
25 is what you're anticipating being our bond balance

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1 10.2 million to 16 million. I think that was never  
2 the intention of the Board.  
3 I think I agree with Trustee Tonking, if  
4 we want to get moving on something, we should be  
5 doing something now.  
6 Quite apart from the fact that bonding  
7 could probably take us about six months to arrange.  
8 That would be -- it would also be absent any legal  
9 challenges from non-beach access parcel holders. It  
10 would be nice to support a general obligation bond.  
11 I think there's all the pitfalls there that have  
12 been previously explored.  
13 I would tend to go along with Trustee  
14 Tonking here. We should be collecting some money.  
15 As much as I don't like collecting the money, but if  
16 we do collect this and we do go ahead with the Beach  
17 House, at least it will reduce the bonding amount.  
18 1.7 million a year in additional operating cost to  
19 service the bond is not insignificant.  
20 TRUSTEE DENT: So I'm clear, how much were  
21 you proposing, 1.5 to collect or 1.5 plus the  
22 operating costs?  
23 TRUSTEE TULLOCH: It would be the 1.5 plus  
24 the operating costs. I mean, I was okay with the  
25 beach fee at 320 here. It was the facility fee at

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1 at the end of this fiscal year, 9.3 million. Before  
2 anything goes into a new fiscal year, that's our  
3 fund balance, 9.3?  
4 MR. CRIPPS: That's the current estimated,  
5 correct.  
6 CHAIR SCHMITZ: So we've got 9.3 million  
7 set aside already, built up already. What is the  
8 required fund balance per policy for the beach fund?  
9 MR. CRIPPS: My understand is that's at 25  
10 percent of operations.  
11 CHAIR SCHMITZ: 25 percent of operations,  
12 so that's 25 percent of, roughly, 2.7, then; is that  
13 correct?  
14 MR. CRIPPS: Yeah. But there's some other  
15 components. There's actually three pieces to the  
16 fund balance policy. That's 25 percent of operating  
17 budget, then there's a component of the capital  
18 where it's the average of three years for  
19 depreciation, and -- off the top of my head, I don't  
20 remember the third component.  
21 There are actually three components to it.  
22 The first one is the 25 percent of operation.  
23 CHAIR SCHMITZ: I would -- a million  
24 dollars is -- would be more than be sufficient for  
25 required fund balance, because the 25 percent of

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1 operating is like 685,000, so a million dollars.  
 2 We've got \$8.3 million-plus already set aside for  
 3 this project.  
 4 I understand the concerns about the  
 5 bonding. I think that we should have been  
 6 discussing awhile ago, but we can't turn back the  
 7 hands of time, we can only go forward. But if we're  
 8 serious about the ability and the desire to bond, I  
 9 can't feel comfortable with saying we're going to go  
 10 and collect money from people if we don't have a  
 11 need for it. We have a huge fund balance that we  
 12 built up. We could use 8 million, 8.3 million of  
 13 that to pay for half of the project and bond half of  
 14 it.  
 15 I don't feel comfortable saying we need to  
 16 collect -- what we have now today is \$455 per parcel  
 17 for the beach fee because we were doing that to  
 18 build up this fund balance.  
 19 So I think until I see what the recreation  
 20 fee is looking to do, it has an impact on my comfort  
 21 level with what we do here because I'm very  
 22 concerned on the recreation side that we've got a  
 23 huge budget and we need to cover it and I think we  
 24 need to get the answers, for me anyway, to some of  
 25 the bonding questions so that -- and know where

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1 community services is coming in from a need for  
 2 recreation fee to them make a decision about how do  
 3 we want to handle this one, because I can't fathom  
 4 requiring anything over the 830 that has been  
 5 over-collecting for in many, many years.  
 6 And so, for me, I think there's just more  
 7 information on community services that is needed and  
 8 more information about the practicality of actually  
 9 bonding. But if we could bond half it, we've got  
 10 the other half if it truly is a \$16 million project.  
 11 But the Board has to make decisions based  
 12 on facts, and to be honest, we don't really have any  
 13 facts, we just have numbers floating around.  
 14 TRUSTEE TONKING: Help me understand this  
 15 sheet, Mr. Cripps. If I'm looking at this, if I  
 16 don't collect a beach fee, I'm going to be at the  
 17 end of next year negative \$349,000, roughly  
 18 \$350,000, in the hole?  
 19 MR. CRIPPS: One update to that. Like the  
 20 number that you're looking at, what that entails --  
 21 so fiscal year '24, beach fee was collected, so  
 22 we're actually going to be projected -- estimated at  
 23 that 9.3.  
 24 So then what you would need to do is then  
 25 go up to your net amount, in the next column, where

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1 that negative -- where you are seeing that negative  
 2 amount, that's where you're actually going to the --  
 3 that's where the '25 original budget was in the  
 4 column next to that where that 5.3 million is, so  
 5 then you would see that positive 452. You actually  
 6 need to take those balances from -- or so the net  
 7 effect of those budgets from the 9.3, so then we  
 8 would actually be at a fund balance level of about  
 9 4 million.  
 10 Because what's happening with the  
 11 estimated fiscal year '24 is that 4 million that was  
 12 budgeting for the project is not estimated on being  
 13 spent, and so that's why it's rolling into fund  
 14 balance. That's that 9.3. So the end balance with  
 15 the facility fee because fiscal year '24 did have a  
 16 beach fee.  
 17 TRUSTEE TONKING: Okay.  
 18 TRUSTEE TULLOCH: Can we get a copy of  
 19 this sheet? This is -- it's almost impossible to  
 20 read from here.  
 21 TRUSTEE TONKING: I spent a lot of time in  
 22 budgets and accounting, and I don't think I quite  
 23 got what you were saying.  
 24 Let's walk through that a little bit more  
 25 clearly. So, in there, you're saying at the end of

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1 this year I'm going to have \$9 million, is what  
 2 you're estimating, at the end of FY 2024?  
 3 MR. CRIPPS: Um-hum.  
 4 TRUSTEE TONKING: So, then I have put in  
 5 there the budget for the beach house -- correct? --  
 6 of 4.5 million, 4 million?  
 7 MR. CRIPPS: Fiscal year '24 has  
 8 4 million.  
 9 TRUSTEE TONKING: Okay. So, of that  
 10 9 million, 4 million of that has to come out?  
 11 MR. CRIPPS: Correct.  
 12 TRUSTEE TONKING: Now I'm left over with  
 13 the 5.8, is that where you got that -- where is the  
 14 5.8?  
 15 MR. CRIPPS: No. So the 5.8, that's  
 16 just -- it's based on formula. That's where I tried  
 17 to do it before -- because we got this really late  
 18 in the day -- I tried to have the 9.3 up above too  
 19 where the beginning balance is, but the way the  
 20 formulas are, it was -- I was unable to do that.  
 21 That's why I'm trying to spell it out right now.  
 22 However, I can help with a road map, like  
 23 the sheets as the Board is requesting, I believe it  
 24 would probably be a little bit easier to see it  
 25 demonstrated that way.

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1 TRUSTEE TONKING: I think what I need to  
 2 see is I need to see if I don't collect a fee at  
 3 all, what does my ending fund balance look like at  
 4 the end of FY 2025, and I'm budgeting 4.5 million,  
 5 let's say, (inaudible) it a little bit too low right  
 6 now.

7 MR. CRIPPS: Yeah. No. Understood.

8 TRUSTEE TONKING: Can you show me what  
 9 that -- is it --

10 MR. CRIPPS: Yes. I completely understand  
 11 what you're asking for.

12 TRUSTEE TONKING: Great. I think that  
 13 would clear up a lot of it because it's confusing.  
 14 I think I don't think I could make a  
 15 decision on that until I could see what happens for  
 16 a fund balance in the next two years from that, so,  
 17 really, FY '25 would be the most (inaudible).

18 MR. CRIPPS: Okay.

19 TRUSTEE DENT: Any other questions on this  
 20 item?

21 TRUSTEE TULLOCH: Yeah. Comment, I think.  
 22 It depends if we're serious about actually starting  
 23 this next year or not.

24 If it's 16 million, I'm definitely a hard  
 25 no whether it's bonding or not because I think it's

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1 just stupid. But I think it's just egregious.  
 2 People are just letting their imaginations run riot,  
 3 because even in the 10.2 million, I must apologize  
 4 to the Board, I made some quotes a couple meetings  
 5 ago that it was ridiculous to spent 2.05 million on  
 6 a kitchen, an industrial kitchen for the Beach  
 7 House. I apologize. I gave the Board the wrong  
 8 number. Actually, when I added in all the general  
 9 conditions and the fees and everything  
 10 appropriate -- allocated to that across the kitchen,  
 11 the kitchen costs actually came to about 3.3 million  
 12 in that 10.2 million, for, again, a \$50,000-a-year  
 13 revenue to prepare sandwiches and hot dogs. So, I  
 14 mean, I think we need to go back and visit this.

15 I think we do need to make sure if we've  
 16 got 9 million sitting there, we should not be ruling  
 17 now on operating costs, we should be putting that  
 18 towards -- we've collected it from the residents  
 19 already. Residents desperately want decent toilets.  
 20 And if anybody's been watching social media, you see  
 21 there's been a big outcry in the last few days of it  
 22 doing away with the tiki bar sort of thing and  
 23 coming up with some sort of indoor restaurant or  
 24 something that nobody seems to want. It's amazing  
 25 how that goes when you actually listen to what's

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1 going on.

2 I don't think -- I think there's way too  
 3 many uncertainties around bonding. In principle,  
 4 it's good if it makes some sense. It doesn't make  
 5 sense to just way overpay, twice as much as we need  
 6 for something just because we can bond it. That's  
 7 what leads to something like 2 trillion in credit  
 8 card debt in the U.S., and I'm not in favor of that.

9 But I think we should still keep  
 10 collecting. For me, the major question is what are  
 11 the overall fees are going to be, including the rec  
 12 fee? And if we do have a rec fee and a beach fee, I  
 13 don't want to see them increasing over last year's  
 14 level. I don't see the point in collecting 6.2  
 15 million combined beach and rec fee, as is shown in  
 16 the 780 fee, just to pay for 5 million in increased  
 17 salaries and benefits. I think that's completely  
 18 wrong. I'm not prepared to ask the public to do  
 19 that.

20 TRUSTEE TONKING: I have a question. Can  
 21 -- is it at all possible to move to slide 16, which  
 22 is the beach fee and the rec fee? 15. Or did you  
 23 need us to go through the other decision points? I  
 24 mean, we'll have to go through them, I know that,  
 25 but I wasn't sure if that ...

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1 MR. MAGEE: I think it would be helpful --  
 2 we intentionally put that at the very end, and I it  
 3 would be helpful to go through each slide. But if  
 4 the Board wants to, we can certainly do that now.

5 TRUSTEE TONKING: It's fine to go through  
 6 each slide. We just moved into that conversation,  
 7 and so before we debated it, I was just wondering if  
 8 we should go there if we need to go through these  
 9 other decision points.

10 TRUSTEE DENT: Let's work through these  
 11 other decisions points because I feel like once, you  
 12 know, the crux of this, the last page, is really  
 13 what -- oh.

14 Chair Schmitz, you had a question?

15 CHAIR SCHMITZ: I do, yeah.

16 So, again, we've got -- I'm looking at  
 17 this CIP spreadsheet that we were provided that's  
 18 yellow, and one of the things -- and another  
 19 spreadsheet we received, I think it was today or  
 20 yesterday, there was something that appeared to be  
 21 budgeted for Incline Beach restroom, you know, the  
 22 partitions between. We need to make sure that we're  
 23 not budgeting and planning to do something that we  
 24 intend to just rip out next year.

25 I don't know whether this sheet is valid

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1 or the other sheet is valid, but it sure would be  
2 nice if we had one thing and one list that we could  
3 look at and say this is what's in our budget or not  
4 in our budget because I don't know.  
5 But I'm bringing that to somebody's  
6 attention because on another spreadsheet, it was in  
7 the board packet material, it had restrooms  
8 separators for like \$15,000.  
9 And then on the capital project list,  
10 there's another rolling stock of \$35,000 for the  
11 beaches. What is this? The rolling stock numbers,  
12 can we please have some information? I know we've  
13 spent a lot of money on the mowers, the cats, and  
14 the vehicles that drive around. I just want to  
15 understand what it is that we're planning to buy and  
16 to pay for.  
17 Those are my comments relative to the  
18 beaches. And I think that we have to understand  
19 where these numbers are coming in, what's in the  
20 numbers, what's out of the numbers, and what's the  
21 bottom line. I'm sitting here and we have things  
22 all over, and it needs to get pulled together and it  
23 needs to be precise and we need to understand what  
24 projects are in the budget for each of these venues  
25 and be able to make some decisions. I feel like

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1 TRUSTEE DENT: I think that would answer a  
2 lot of questions.  
3 Slide 10, tennis center courts 5, 6, and  
4 7.  
5 MR. MAGEE: The next decision point, I was  
6 asked a question specifically about the Incline  
7 Tahoe Foundation. They do have a item on their  
8 website related to funding for the tennis center. I  
9 did reach out to them, they have not collected any  
10 money at all for the tennis center. To answer that  
11 question to start, there is zero that is available  
12 from the ITF for these tennis center courts.  
13 As the Board heard a few months ago a  
14 couple of different times, the tennis center courts  
15 5, 6, and 7 are in poor condition and failing and  
16 there's been a consultant's report related to that,  
17 and we had made a recommendation previously to  
18 replace those courts and appropriate the funds using  
19 community services fund balance for that. The Board  
20 told us no at that time, and asked us for additional  
21 information, though.  
22 And so just to let the Board know, we have  
23 not included any funding in this budget for the  
24 tennis center courts 5, 6, and 7. And so if staff's  
25 understanding is incorrect and the Board wishes for

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1 we've just got information scattered different  
2 places, and is it's not helping us to just quickly  
3 make decisions.  
4 MS. NELSON: I just wanted to direct the  
5 Board's attention that the rolling stock itemized  
6 fleet CIP was given to the Board at March 6th  
7 meeting, item G 2, so that's where you can find the  
8 detailed explanation.  
9 CHAIR SCHMITZ: So I have to go find  
10 another spreadsheet from another meeting to know  
11 what this is, is that what I'm hearing?  
12 MS. NELSON: Yeah. That was the initial  
13 CIP meeting that we had on the 6th of March.  
14 CHAIR SCHMITZ: I'll go print out another  
15 -- or look at another spreadsheet that will have  
16 that information.  
17 TRUSTEE DENT: Are you guys going to put  
18 all this together so we at least have it in front of  
19 us tomorrow? Is that the idea?  
20 TRUSTEE TULLOCH: Can we get a breakdown  
21 of all the rolling stock included -- by department,  
22 included in next year's budget?  
23 MS. NELSON: Yeah, that's what it is.  
24 We'll just print it off. It's already there, yeah,  
25 broken down by fund.

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1 staff to include funding for these tennis center  
2 courts, we would need that direction at this time.  
3 TRUSTEE DENT: Do we have an estimated  
4 cost as to the entire tennis center court funding  
5 project?  
6 MR. MAGEE: Current estimate is \$3 million  
7 for courts 5, 6, and 7.  
8 TRUSTEE DENT: Correct. And then the  
9 other three, same?  
10 MR. MAGEE: I don't have the other three  
11 in front of me. I thought it was slightly lower  
12 than that, though.  
13 (Inaudible discussion amongst the  
14 Board.)  
15 MR. MAGEE: I think I'm looking at the  
16 wrong courts, then.  
17 (Inaudible discussion amongst the  
18 Board.)  
19 TRUSTEE DENT: Okay. When it comes -- and  
20 then how long does a tennis court last? So, 20-year  
21 facility that we're considering paying for today?  
22 MR. MAGEE: Correct.  
23 TRUSTEE DENT: I will pass the floor to  
24 Trustee Noble.  
25 TRUSTEE NOBLE: I think we need to start

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1 on to courts sooner rather than later. I think we  
 2 should put in the funding for it now in this budget,  
 3 and explore bonding for the future phases of the  
 4 tennis courts so we got a combination of going  
 5 forward.

6 CHAIR SCHMITZ: I think that we should do  
 7 a couple of things. I think we should evaluate the  
 8 use and the demand for the tennis courts and the  
 9 pickleball courts. I think they are an asset to our  
 10 community that we need to maintain, and I believe  
 11 that they have fulfilled their life. And I think  
 12 that we should seriously look at what is needed in  
 13 its entirety. And I think we should bond it.

14 And I think we should look at what do we  
 15 need at the Rec Center as far as reconfiguration of  
 16 space and improvement of space at the Rec Center.  
 17 And we should try to bundle this stuff up and do a  
 18 bond and take care of these facilities.

19 It's very difficult to have these types of  
 20 expenditures when you're collecting revenue from  
 21 parcel owners, and then it has a life of 30 years.

22 And I just think that we need to get ahead  
 23 of this, and I know courts need to be done. And I  
 24 think we should analyze what's truly needed and how  
 25 to build them so that they potentially can be dual

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1 there are several -- to Chair Schmitz' point --  
 2 projects in there that are -- could be -- I mean,  
 3 several hundred-thousand-dollar, large projects  
 4 that's related to the pool that could be included in  
 5 a bonding project. There is reworking the Rec  
 6 Center, especially knowing that we're at, say, an  
 7 all-time high in the last five years with, say,  
 8 usage and membership it sounds like from today's  
 9 reporting. And when it comes to seriously deferred  
 10 maintenance at the tennis center, I just struggle  
 11 with wanting to pay for this today when we should be  
 12 lumping all this together, look into it, General  
 13 Manager, let's bond this, and let's move forward and  
 14 do these projects.

15 Whether it's next summer, we tackle a  
 16 couple of them, three of them, and we tackle the  
 17 next and the next and get these facilities to where  
 18 they need to be. It's just hard to bite all of this  
 19 off in one year and add these massive deferred  
 20 maintenance projects when we're not collecting  
 21 anything for maintenance.

22 It would be nice to, going into  
 23 next year's budget, plan a little bit differently  
 24 knowing that we're now bringing forward many of  
 25 these deferred maintenance projects, not calling

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1 purpose, tennis/pickleball, and take care of it and  
 2 move on.

3 I don't think we should be trying to cover  
 4 this with our recreation fee for the capital outlay.

5 TRUSTEE TULLOCH: This year's projections,  
 6 the revenues were dropping down 20 percent at the  
 7 tennis center to \$240,000. I think we do need to  
 8 see what is actually required. I think the key  
 9 question is if revenues are dropping, the usage is  
 10 dropping, do we still need 12 courts in total? It's  
 11 costing a million and a half, a million, a million  
 12 and a half per court to refurbish them.

13 For bonding, can we bond them against the  
 14 tennis center revenues?

15 TRUSTEE DENT: No.

16 TRUSTEE TONKING: I am -- as I've said a  
 17 hundred times, I am (inaudible) these courts, I am  
 18 very concerned it's going to become a safety hazard  
 19 and we'll have bigger problems on our hands.

20 And I think bonding is a good idea if  
 21 possible, but, really, we just have to start getting  
 22 these ones done.

23 TRUSTEE DENT: Understood.

24 There are -- in the packet that we  
 25 received today that has the Rec Center list on it,

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1 tennis one of those, but there's several new ones  
 2 that have come forward that we didn't have in years  
 3 past, just a way to tackle that.

4 And if the rec fee needs to go up moving  
 5 forward, it is what it is. But it just seems like  
 6 we have all of our facilities kind of coming to a  
 7 point where they're going to need some serious work,  
 8 and bonding's going to really be the way to tackle a  
 9 huge chunk of that.

10 Anyone else on this item?

11 ITF funding, I think we already talked on  
 12 that?

13 MR. MAGEE: Yep.

14 I want to make sure I'm very clear on each  
 15 one of these slides here. What I'm hearing from the  
 16 full board is explore bonding for tennis courts 5,  
 17 6, and 7, and do not include them in the  
 18 spreadsheets for tomorrow.

19 TRUSTEE TULLOCH: I think what I heard was  
 20 that let's roll all these together, so if we're  
 21 doing one bonding issue it covers a multitude of  
 22 them. Rather than just trying to do a whole pile of  
 23 individual bonds, let's look at what the full impact  
 24 is, so then what people realize what the payments  
 25 are going to be on these bonds, year on year, and

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1 how that's going to restrict future boards as well.  
 2 MR. MAGEE: Okay. Thank you.  
 3 Moving forward on to the next decision  
 4 point. What staff heard at the last meeting is  
 5 Parks is to remain in the general fund. I wanted to  
 6 make sure we have agreement and clarity on that  
 7 item.  
 8 TRUSTEE NOBLE: I think Parks should go  
 9 back. Granted there are fences around them and  
 10 we're not regulating who uses the parks, including  
 11 all the ball fields. When you look at soccer,  
 12 softball baseball, flag football, everything else  
 13 that this community participates in at those parks,  
 14 it's definitely the community members that are using  
 15 those, by and large, way more than anybody else.  
 16 People are not coming from other areas to use our  
 17 parks by and large. It's the community here that's  
 18 doing that.  
 19 TRUSTEE TONKING: I'm against keeping  
 20 Parks in the general fund. We have a very set  
 21 revenue base in general fund. We are -- have to be  
 22 compliant under NRS within our general fund, and  
 23 it's going to put us out of compliance in that 16 to  
 24 18 months.  
 25 CHAIR SCHMITZ: Part of the reason why we

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1 moved Parks to the general fund is because we felt  
 2 that the Parks budget, perhaps, needed to be  
 3 reviewed a bit more closely and not just have  
 4 everything getting subsidized through the rec fee.  
 5 I think we should be looking at some of  
 6 these capital improvement projects. I read in one  
 7 of the spreadsheets that we're doing fencing at  
 8 Ridgeline Park and we're doing something at Preston  
 9 Field, and there's nothing on here that relates to  
 10 Village Green. And Village Green is probably the  
 11 most heavily used of our parks.  
 12 And so I think we should be looking at  
 13 what is the priority of our spending. And we have  
 14 in here -- one spreadsheet has it at 30,000, another  
 15 one has it at 45,000 to do field stripping. I don't  
 16 know what that is for.  
 17 And I think that we need to be diligent  
 18 about what is our budget and working to work within  
 19 our budget, not just shift it someplace that, oh,  
 20 we'll just cover it with the rec fee. Parks  
 21 typically are always in the general fund. And I  
 22 think the biggest issue with Parks is the capital  
 23 improvement projects and that the capital  
 24 improvement project funding is a problem for the  
 25 general fund.

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1 But I think that there's, perhaps, a  
 2 different way that the capital improvements could be  
 3 handled and budgeted. And, perhaps, the capital  
 4 portion of it is in community services. But in  
 5 reality in most situations, that is where parks are.  
 6 They're a general fund-type of venue.  
 7 But I think that there's budgetary --  
 8 their fuel costs doubled, I think that it's just a  
 9 budget that should be looked at a bit more closely  
 10 and have some additional reductions in the blue  
 11 sheets for tomorrow.  
 12 TRUSTEE TULLOCH: I tend to agree. To be  
 13 frank, I don't really care which budget they're in.  
 14 I think we spend too much time trying to do --  
 15 allocate several service costs playing games,  
 16 playing financial games rather than addressing the  
 17 key issue: How do we make delivery of services most  
 18 efficient and more cost effective?  
 19 Instead, everyone wants to just throw  
 20 things over the wall to somebody else. And we then  
 21 create internal services departments based on all  
 22 internal trading, basically selling hamburgers to  
 23 each other.  
 24 Let's address the root cause, let's look  
 25 at the real costs of doing things, find out how we

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1 can do it in a most efficient and effective way  
 2 rather than just actually playing games around who's  
 3 budget it's in.  
 4 TRUSTEE TONKING: Trustee Tulloch took  
 5 what I was going to say and put it in a little bit  
 6 more crass of terms than I was about to put it.  
 7 I was going to say, literally, what we  
 8 just did in this budget workshop is take a bunch of  
 9 general fund dollars and allocate them all the way  
 10 back to central services allocation in which now the  
 11 rec fee's covering it. I don't think it really  
 12 matters where you put the Parks budget, it's going  
 13 to end up happening that your central services are  
 14 going -- it's going to come in allocation.  
 15 So, why don't we then just do the deep  
 16 dive into Parks and figure out what you want to  
 17 change and not play this budgeting game in circles?  
 18 It seems like it's a waste of everyone's time.  
 19 TRUSTEE TULLOCH: Add one other thing. In  
 20 the Parks budget, it had 55,000 for Incline Beach  
 21 beautification, which is kind of pointless if we're  
 22 going to be tearing it up to build a new building  
 23 and things as well. I think that's another one that  
 24 could be delayed.  
 25 TRUSTEE DENT: You're right. And we

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1 talked about that last -- I believe we brought that  
2 up at the last meeting, just making sure we're not  
3 beautifying something that's getting ripped out.  
4 The -- Trustee Schmitz, I agree with some  
5 of the stuff you said there as it relates to the  
6 Parks budget. I believe we could use -- capital  
7 could be offset by the community services rec fee  
8 that's charged. And then this leads into the next  
9 slide, but it is Parks.  
10 How much -- Mr. Cripps, do you have 1  
11 million, 2 million, or 1 to 3 million in your budget  
12 for tomorrow for the dog park?  
13 MR. CRIPPS: That item is coming up in  
14 another slide.  
15 TRUSTEE DENT: I understand.  
16 MR. CRIPPS: That's not currently  
17 budgeted.  
18 TRUSTEE DENT: Not currently budgeted.  
19 Okay. All right. I'll wait, then.  
20 I was just looking at the spreadsheet of 1  
21 to 3 million from the information we had received  
22 for this meeting.  
23 TRUSTEE TULLOCH: Just on the dog park,  
24 it's my recollection we previously appropriated  
25 1 million for the dog park two, three years ago.

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1 TRUSTEE DENT: Anyone else want to weigh  
2 in on this item?  
3 MR. MAGEE: Again, I want to be very  
4 clear: Is Parks remaining in the general fund for  
5 tomorrow's spreadsheets?  
6 TRUSTEE TONKING: I have a carryover  
7 question, actually.  
8 So we did our budget at the end for FY  
9 '24, director of finance Navazio left, at that time,  
10 we were doing those periodic carryovers.  
11 What you're saying is when the new team  
12 came in, we never carried over a bunch of stuff,  
13 then; is that correct?  
14 MR. MAGEE: I don't know if it was a bunch  
15 of stuff because I wasn't here. When I first got  
16 here, we did the carryover shortly after I arrived.  
17 I don't know which projects that were previously  
18 appropriated were carried over or not carried over.  
19 What I was told is the dog park was not  
20 carried over.  
21 TRUSTEE DENT: So last year's budget that  
22 we approved, we didn't carry over the dog park?  
23 TRUSTEE TONKING: No. So we did -- in  
24 October, we would always do a big carryover. That's  
25 how we were in compliance with NRS. And so what

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1 TRUSTEE DENT: We may have and it didn't  
2 get rebudgeted. And there were several projects  
3 like that that fell last year.  
4 TRUSTEE TULLOCH: But the money's been  
5 appropriated.  
6 TRUSTEE DENT: General Manager Magee?  
7 MR. MAGEE: Sure. If the money was  
8 appropriated in a previous budget and then not  
9 rebudgeted nor carried forward, then it does fall  
10 off.  
11 I don't know what happened with this  
12 particular, but it has been shared with me that  
13 there is no appropriations available for the dog  
14 park at this time. It has not been included in  
15 next year's budget. I don't know what happened  
16 three years ago.  
17 TRUSTEE DENT: Which means there's not  
18 budget currently in this current fiscal year?  
19 MR. MAGEE: That is my understanding.  
20 TRUSTEE TULLOCH: Does that mean the 1  
21 million has gone back into fund balance?  
22 MR. MAGEE: The 1 million would have been  
23 appropriated, and then, theoretically, encumbered at  
24 that time. And so when it was unencumbered then,  
25 yes, it would be go back into fund balance.

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1 happened was our whole team flipped and I think we  
2 lost -- there was a bunch of different stuff that  
3 would have been in that carryover, and I don't know  
4 which ones were in it and which ones were out. I  
5 didn't even think to flag it, but now that's  
6 slightly alarming.  
7 TRUSTEE DENT: This isn't the first time  
8 this has happened. The 40- or \$50,000 that was  
9 approved for legal counsel by this board, last  
10 January or February, was not carried forward.  
11 That's why a couple months back we had to approve  
12 legal counsel for the same legal counsel we had  
13 approved last year.  
14 There was a lot of stuff that wasn't being  
15 done as we expected.  
16 TRUSTEE TONKING: Not something to do for  
17 this budget because you're on your eleventh/twelfth  
18 hour, but what needs to happen is there is a  
19 carryover sheet that exists and it would have been  
20 presented at our budget workshop in March of  
21 2023, and that has the list of all the projects that  
22 didn't happen and their carryover amounts, and we  
23 need to tie that to the carryover that we put into  
24 place in October and figure out what things got  
25 dropped off, just so we all know.

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1 I think a lot of those things, to Trustee  
 2 Tulloch's point, we approved them -- and this is  
 3 just me thinking about it with the dog park, I'm not  
 4 saying that the dog park is the reason this is a big  
 5 deal -- that we've approved, that now they just all  
 6 end up back in general fund. I'm a nervous now that  
 7 there are things that we are missing that are going  
 8 to become an issue in our minds as they come up  
 9 again.

10 Apparently we do have short memories  
 11 because I didn't think about it until this moment.

12 MR. MAGEE: We can certainly do that  
 13 analysis. Obviously, that's one we are not going to  
 14 do by tomorrow at noon, but we will take a look at  
 15 that, do that analysis, and get that back to the  
 16 Board.

17 TRUSTEE TULLOCH: I think there's a  
 18 knock-on issue there, building on Trustee Tonking's  
 19 point, there's a danger we start spending like say  
 20 there's a leave and things and then forget there's  
 21 other things that we assume we've already collected  
 22 the money for, and then we're committing the funds  
 23 twice.

24 TRUSTEE DENT: Understood.

25 MR. MAGEE: Back to the decision point.

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1 Are we keeping Parks in the general fund for  
 2 tomorrow's spreadsheets?

3 TRUSTEE DENT: Yes, we are.

4 MR. MAGEE: Thank you.

5 On to the dog park funding. As we've  
 6 already started talking about, there is no funding  
 7 programmed into this year's budget. And so the  
 8 question is is would the Board like for us to  
 9 include this in tomorrow's spreadsheets, or would  
 10 you like for it to remain out of tomorrow's  
 11 spreadsheets?

12 TRUSTEE TONKING: I think that this is a  
 13 great one that we can bring back and make the  
 14 appropriation if needed.

15 I know that there has been a lot of talk  
 16 about the new bill that was put through the Senate,  
 17 and actually a different bill that has now just been  
 18 passed in the House last week, that both have this  
 19 earmarked in there. I think there is a lot of  
 20 opportunity that exists that we may not have  
 21 considered two years ago.

22 I think it's probably fine to leave it  
 23 unfunded and bring it as we see fit.

24 TRUSTEE DENT: Anyone else want to weigh  
 25 in on that? Do we want to take the direction that

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1 Trustee Tonking just laid out?

2 TRUSTEE TULLOCH: Unfortunately with the  
 3 demise of Timber, I no longer have a dog in this  
 4 fight.

5 TRUSTEE DENT: Anyone else?  
 6 We're leaving it out.

7 MR. MAGEE: Okay. Thank you.  
 8 Next decision point is the utility rate  
 9 study, and we need some direction. Are we funding  
 10 this or not?

11 TRUSTEE TULLOCH: We've already seen the  
 12 report from DOWL. We've made no provision for any  
 13 of the costs in that so far. DOWL also identified  
 14 that we don't really have information. We need to  
 15 do a fair bit of data analysis.

16 I'm not sure why we suddenly do yet  
 17 another utility rate study to tell -- and then just  
 18 ignore it by adding additional staff, additional  
 19 costs and things, so the rate study's out of date  
 20 before we've even implemented it.

21 I think we need to do some fairly deep,  
 22 significant analysis and assessment. DOWL called  
 23 for about 55 million of additional capital that's  
 24 not there, that's another pipeline, and this is  
 25 going into rates that have increased over 50 over

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1 the last three years already for water -- for  
 2 utilities. I think we need to make sure that we're  
 3 actually spending money in the proper place. And  
 4 when we do a utility rate study, we've got all the  
 5 current information, we don't just then suddenly go  
 6 and make all sorts of changes and increases in  
 7 budgets and staff and things and say, oh, well we  
 8 need another at rate study.

9 It's pointless doing it on that basis.

10 TRUSTEE TONKING: This is a question for  
 11 interim Director of Public Works. When we talked  
 12 about this, I think it was like five months ago, we  
 13 discussed that we weren't going to do it this year,  
 14 but we should consider doing it the following  
 15 year -- is that correct? -- or am I misunderstanding  
 16 what decision we had talked about.

17 MS. NELSON: That's correct. And it's not  
 18 like a full-blown rate study like we had done  
 19 last year. It's an update to the rate study, and  
 20 that's what's been proposed.

21 And I fully understand where Trustee  
 22 Tulloch's coming from. I just don't want our rates  
 23 to get completely out of whack and then we have a  
 24 huge increase. Whereas, we're trying to make it  
 25 level.

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1 We didn't raise rates for three years, and  
 2 we're trying to catch up from that. And then if we  
 3 allow our rates to continue to just pull off of the  
 4 old rate study, which is we're going off of year two  
 5 proposed currently, that's my fear.  
 6 TRUSTEE TONKING: How are we going to  
 7 incorporate some of the stuff in the DOWL report,  
 8 how would that work?  
 9 MS. NELSON: There is a recommendation to  
 10 do some design reports for sewer pump stations and  
 11 water pump stations. I would like to move forward  
 12 with that this coming year, and that's included in,  
 13 I believe right now, the capital plan, knowing full  
 14 well that those reports are expensed. That  
 15 information would then give us a better plan of  
 16 exactly which pump stations need to be immediately  
 17 put into the capital plan. I think that would be  
 18 the best place to start for the sewer pump stations  
 19 and the water pump stations.  
 20 We know that we have -- our water lines  
 21 need to be replaced. For this budget, I did not  
 22 change the bottom-line capital improvement line  
 23 item, just knowing that we weren't going to do that  
 24 rate study update. I held that where it should be,  
 25 according to the rate study. However, we know that

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1 start --  
 2 TRUSTEE TULLOCH: How much of that 55  
 3 million, approximately? 20 percent, 30 percent?  
 4 MS. NELSON: I don't have that answer.  
 5 TRUSTEE TULLOCH: To me, that's why it's  
 6 premature doing a rate study until we -- we should  
 7 be doing this data analysis, make sure we've got all  
 8 this data, rather than just keep doing rate studies  
 9 and keep doing updates.  
 10 I think we owe it to our utility  
 11 customers -- we've seen about 50 percent increase  
 12 over the last three years already -- to do this.  
 13 And this is an area where I think bonding does make  
 14 a whole lot more sense, but I think we need to be  
 15 careful before we start blithely bonding 50 million  
 16 here, 50 million there, 100 million there. Pretty  
 17 soon, you're talking real money.  
 18 I would like to see this -- the full  
 19 impact that DOWL factored into it before we do the  
 20 rate study.  
 21 TRUSTEE NOBLE: I think it's appropriate  
 22 to do an updated utility rate study now. We will  
 23 never have all the information that we want. But  
 24 what this does is it gives us the best snapshot at  
 25 the time that that updated rate study is done so

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1 we have a lot of water lines that need to be  
 2 addressed in the near future.  
 3 TRUSTEE TONKING: I do believe that we  
 4 should do a rate study, so I'm not agreeing with  
 5 Trustee Tulloch in that sense.  
 6 That was really helpful information. And  
 7 I am concerned about that DOWL report because that's  
 8 going to come to haunt us probably soon.  
 9 TRUSTEE TULLOCH: What you're saying is  
 10 you budgeted this year to do the study of the pump  
 11 stations and things, primarily, as the initial one.  
 12 So wouldn't we need the results of that before we  
 13 can do the utility rate study?  
 14 MS. NELSON: We would need the results for  
 15 that. But if we have the budget approved for July  
 16 1, we should have that information by December, and  
 17 then be able to put it into the rate study update.  
 18 The update does not take as much analysis  
 19 as the full rate study, so, therefore, I'm not  
 20 anticipating that it would take us very long to get  
 21 that update completed.  
 22 TRUSTEE TULLOCH: This will have the full  
 23 impact of the 55 million DOWL recommendations ready  
 24 for it?  
 25 MS. NELSON: We'll have a much better

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1 that we can have as accurate rates as possible.  
 2 And if we need to do further updates in  
 3 years going forward, that's totally appropriate.  
 4 And that also gives the appropriate cost signals to  
 5 the ratepayers, both for water and wastewater  
 6 facilities.  
 7 TRUSTEE DENT: Is this going to be the  
 8 fourth rate study in three years? Third rate study  
 9 in four years; is that correct?  
 10 MS. NELSON: I don't -- the only one I  
 11 know of is the one that HDR prepared last year.  
 12 TRUSTEE DENT: And we had one before that  
 13 by HDR, so we had two in a row by HDR.  
 14 I'm just curious if for \$30,000, we can  
 15 create a spreadsheet that we could project, because  
 16 really that's all this is, if we're asking HDR to  
 17 help us come in and set our rates at each of these  
 18 individual levels. But if it's us projecting what  
 19 we need for CIP, that seems like something -- doing  
 20 rate studies is fairly new at the District. We've  
 21 done two, I believe, since I've been here. Prior to  
 22 that, our former public works director did the rate  
 23 studies.  
 24 Really, to me, it seems like it's a  
 25 projection. If there is a need to get in and say,

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1 okay, hey, our water rates we feel like are out of  
 2 whack, and we need some guidance from a consultant,  
 3 I'd say let's do that. But if we need to spend a  
 4 little extra money and we need to budget so we can  
 5 actually have a tool that we can actually use year  
 6 after year, I think there's a little bit -- money is  
 7 a little bit well spent, like, do we go in that  
 8 direction than just throwing it on a consultant and  
 9 then not getting any information other than a piece  
 10 of paper they printed that's now outdated and it's  
 11 going to be wrong. Right? We know that. We could  
 12 do this every year, and we don't see much change.

13 But if we could spend a little bit of  
 14 money or have finance work on something like that to  
 15 help utilities out so we can project a little bit  
 16 better, I feel like that would be money well spent.

17 Utility rate study, I'm against the  
 18 utility rate study. I think three utility rate  
 19 studies in four years might be a little too many  
 20 without much changes. Trustee Tulloch sounded like  
 21 he was against it, and Trustee Tonking and Trustee  
 22 Noble said they were favor of it -- or portions of  
 23 it.

24 Chair, can you weigh in?  
 25 CHAIR SCHMITZ: What were you budgeting

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1 for this, how much?  
 2 MS. NELSON: It was 40,000 that we had  
 3 budgeted, and it was spread between water and sewer.  
 4 CHAIR SCHMITZ: I agree a lot of what  
 5 Trustee Dent had to say. But I'm sitting here  
 6 thinking we need to have a better handle on our  
 7 long-term rates because we have that DOWL report  
 8 that we didn't have when HDR did this study.  
 9 For \$40,000 for what our utility  
 10 infrastructure costs are, I think it's probably  
 11 money worth spending at this point in time. I  
 12 understand the reluctance behind it, I do. And I  
 13 agree with Trustee Dent when he says we should have  
 14 a tool that we can use ourselves.  
 15 I mean, right now, today when we're  
 16 talking about the year utility budget, I've asked  
 17 questions of what are the assumptions, and my  
 18 feeling is the assumptions aren't right because  
 19 utility rates have gone up so much. I'm sitting  
 20 here going we can't do just a year two increase  
 21 because I can see what's happening to our budget.  
 22 We've already asked you to potentially look at  
 23 tweaking that and modifying that. We do spend a lot  
 24 of money on these rate studies, and then two years  
 25 in you say, well, the assumptions aren't right.

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1 But I do understand that DOWL  
 2 recommendations really does change the landscape  
 3 from a long-term perspective, and I think that  
 4 should at least be incorporated in.

5 TRUSTEE DENT: That's three yeses for a  
 6 rate study. I liked Mr. Cripps doing the rate study  
 7 for us, personally.  
 8 Let's move on.  
 9 MR. MAGEE: Moving on to the next decision  
 10 point, the marketing advertising budget. And so a  
 11 question came up: Was it double appropriated?  
 12 We did look into that; the answer is no.  
 13 We did confirm that appropriations are correct  
 14 inside of the budget. It's currently sitting in the  
 15 spreadsheets at 270,000.  
 16 As the Board is aware, the initial  
 17 recommendation from staff was 512,000. We heard  
 18 some discussion on reducing costs, and so the  
 19 recommendation was made to move it back to 270.  
 20 Then we heard some additional discussion by the  
 21 Board that there may be some interest in leaving it  
 22 at the 512,000.  
 23 I did talk to our marketing manager, and  
 24 he indicated that, while it's quite challenging to  
 25 be able to show a definitive return on investment

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1 with advertising, he does believe that this is  
 2 appropriate. He'd been working with the various  
 3 venue managers on capturing advertising to  
 4 individuals that may be visiting this area and may  
 5 have an interest in visiting or golf course or ski  
 6 resort or whatever. And so that's why he made the  
 7 recommendation after working with all of the venue  
 8 manager.  
 9 And so we need some direction from the  
 10 Board based on the previous discussion we heard.  
 11 Are we going to set this at 512,00 for district-wide  
 12 advertising, 270,00 for district-wide advertising,  
 13 which was what was budgeted last year, or some  
 14 number that the Board may see alternate to what  
 15 we've provided here?  
 16 TRUSTEE DENT: Just so we're clear,  
 17 there's no projection on how much additional revenue  
 18 will be brought into the budget from doubling the  
 19 marketing budget -- or nearly doubling it?  
 20 MR. MAGEE: No. And that's exactly what  
 21 his point was is calculating a true ROI is  
 22 incredibly difficult on this type of activity.  
 23 Do we have an actual projection? The  
 24 answer is no.  
 25 TRUSTEE DENT: A follow-up question is why

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1 would we double the budget if we don't know? A  
 2 little bit less risky stance would be increase it by  
 3 10 percent or increase it by 25 percent and -- okay.  
 4 I'll open it up to the floor.  
 5 TRUSTEE TONKING: I was going to say we  
 6 should increase it by 30 percent, but I could do 25  
 7 percent.  
 8 TRUSTEE TULLOCH: I believe we should keep  
 9 it at 270. We have not seen -- our marketing  
 10 manager has failed to demonstrate any ROI on it.  
 11 Earlier this year, he gave us a presentation with  
 12 hundreds of slides that proved absolutely nothing,  
 13 and talked about clicks and views, but absolutely no  
 14 link to revenue.  
 15 I believe we're trying to find -- we've  
 16 got huge increases. Supplies and services all over  
 17 the place. I think we should keep at the 270k, and  
 18 let's see if our own marketing people can do as  
 19 well. Let's make sure that we leverage that spend.  
 20 We're spending about 1 million bucks on the  
 21 marketing department alone, so I think we should be  
 22 seeing some return on that as well. Not just, oh,  
 23 here XL media says we should spend 500k with XL  
 24 media.  
 25 TRUSTEE NOBLE: When I'm hearing that our

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1 venue managers feel that they need the advertising  
 2 to help drive revenues, that's where I think the  
 3 512,000 would appropriate.  
 4 However, if the majority thinks that 25  
 5 percent increase over 270, that's a step in the  
 6 right direction, and I would support that.  
 7 TRUSTEE TONKING: This was brought up  
 8 greatly when we discussed our golf fees. This was  
 9 also brought up, A, when the Golf Advisory Committee  
 10 came up with the utilization rate, and then when us,  
 11 as a board, had this conversation when we talked  
 12 about raising the fees especially in the p.m.,  
 13 there's a large discussion about marketing those  
 14 rates because I had a lot of pushback that it was  
 15 going to be too high to get a lot of our locals in  
 16 to afford that price.  
 17 And so this would be an example of we  
 18 talked about the fee, we raised them, and now here's  
 19 a way we can recruit some of those people in.  
 20 TRUSTEE TULLOCH: Let's ask people to put  
 21 their money where their mouth is. If the venue  
 22 managers believe that raising this from 270k can  
 23 increase revenue, let's make sure that they mark up  
 24 the revenue accordingly to make up that difference  
 25 between the 512 and the 270. I mean, if people want

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1 the marketing, let's put the money challenge to  
 2 actually raise that additional revenue.  
 3 CHAIR SCHMITZ: I agree with Trustee  
 4 Tulloch here, that if we're saying that increasing  
 5 the budget should increase the revenue, well, then  
 6 our revenue budgets should be increased if we go and  
 7 increase this over the 270, because you have to have  
 8 something.  
 9 And we just heard that weddings are now  
 10 booking, so I don't know, I don't see any  
 11 justification to almost double a budget. I can see  
 12 that there could be an increase, but to go from to  
 13 270 to 512 without saying here's all this additional  
 14 revenue that we're going to put on our blue sheets,  
 15 it's tough to justify.  
 16 TRUSTEE DENT: Fair. And I would agree  
 17 with that statement. It is tough to justify.  
 18 For many years, I've asked to help me  
 19 understand, and I believe there was a huge cut a  
 20 couple years ago to the marketing budget, and we did  
 21 not see a decrease in the revenues. I don't hear  
 22 anyone saying otherwise, so I'm going to say that's  
 23 true, until Facebook corrects me.  
 24 At this time, given all the challenges and  
 25 the unexpected increases across the board -- across

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1 the District that this board is facing, I feel like  
 2 increasing this is just spend that we can't justify  
 3 given all the increases that we're being hit with  
 4 this year.  
 5 Do you need further direction?  
 6 MR. MAGEE: Yes, please. I'm not sure  
 7 what number to put into these spreadsheets.  
 8 TRUSTEE DENT: The budget should be 270.  
 9 MR. MAGEE: 270. Understood. Thank you.  
 10 CHAIR SCHMITZ: I just wanted to point out  
 11 I think we should also go out and solicit some RFPs  
 12 or something for marketing because, perhaps, other  
 13 marketing firms would be able to give us more data  
 14 to justify the return on investment.  
 15 TRUSTEE DENT: I would agree with that.  
 16 Anyone else want to weigh in on this item?  
 17 Next item, General Manager?  
 18 MR. MAGEE: Moving on to the more  
 19 difficult one, the facility fee and the beach fee.  
 20 What this has been recommended is a  
 21 combined fee of \$780, as we have mentioned a couple  
 22 of times, for the recreation fee, operating at 210,  
 23 capital projects at 240, for a total rec facility  
 24 fee of 450. The beach fee, operating 182, capital  
 25 188, for a total beach fee of \$330.

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1 And as I mentioned at the start of the  
2 meeting, the finance staff stayed quite late and got  
3 the -- my understanding is is they sent the  
4 spreadsheet for community services over to  
5 Mr. Cripps. Do we have that ready to go?  
6 Okay. So I'm going to ask him to bring  
7 that up and walk the Board through the community  
8 services roll-up sheet at a high level for total  
9 expenses, budgeting expenses and revenues at this  
10 time.  
11 And then we'll like to receive some  
12 direction from the Board.  
13 TRUSTEE TULLOCH: Can we get copies of the  
14 sheets this time? Is it possible to take two  
15 minutes to print off some copies of them?  
16 TRUSTEE DENT: Let's do that. We're going  
17 to take a two-minute break while -- we'll take a  
18 short break while staff prints off a copies so we  
19 have it here in the room, and then we will resume  
20 the meeting.  
21 (Recess at 9:26 p.m. 9:32 p.m.)  
22 TRUSTEE DENT: We're going to resume the  
23 meeting. We were able to get a printout that is  
24 going to be able to be shown on the screen, and  
25 there are copies in the room. I believe staff is

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1 facility fee -- okay. Sorry.  
2 You have the facility fee line. Is that  
3 saying that we would get three -- with the facility  
4 fee, this line, do we get 3.7 million?  
5 MR. CRIPPS: At the current amount, yes.  
6 Cumulative total.  
7 TRUSTEE TONKING: That's what our fund  
8 balance would be without a facility fee?  
9 MR. CRIPPS: You would be reduced by that  
10 much. I'm trying to help understand -- maybe if --  
11 TRUSTEE TONKING: Okay. Here: What is  
12 the fund balance if we have facility fee? It is  
13 5.6, 5.5 roughly; right?  
14 MR. CRIPPS: Correct.  
15 TRUSTEE TONKING: Without a facility fee,  
16 it is?  
17 MR. CRIPPS: Okay. Yeah. Understanding  
18 that that would be a demonstration that we did have,  
19 like on the beach one how we're trying that?  
20 TRUSTEE TONKING: Yeah.  
21 MR. CRIPPS: It's a component on this  
22 sheet that we're trying to also, but the formula,  
23 again, we're trying to get that cleaned up.  
24 TRUSTEE TONKING: Okay. So would it be a  
25 deduction of -- is it a deduction of 3 million, 3.6

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1 going to be putting that up on the web. I believe  
2 we will be compliant with that, so we will go ahead  
3 and resume the meeting.  
4 MR. CRIPPS: What we have presented here  
5 right now is a very similar sheet to what the beach  
6 fund was showing. What this is doing is this is  
7 going to demonstrate, of course, what the original  
8 proposed budget was, what the updates that we have  
9 made to date that General Manager Magee has  
10 identified. Those are all in the roll up. This is  
11 identified as the fund level, so this is a component  
12 of, of course, golf, ski, recreation center, so it  
13 is at the fund level.  
14 What we have is, again, a breakdown of the  
15 total revenues, and then below that we have the  
16 subtotal for operations. We have then included a  
17 total for capital improvements. Taking us down to  
18 the bottom to where we can identify what our net to  
19 the two of them are, and then below that adding a  
20 facility fee, what that does to the net again, and  
21 then going down below that, what that does to the  
22 fund balance.  
23 TRUSTEE TONKING: Since I am just looking  
24 at this sheet for the very first time, this could be  
25 a very stupid question. But if I didn't have any

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1 million then -- right? -- so it would be 2 million  
2 left roughly.  
3 MR. CRIPPS: With that math, yes. Like  
4 with what the numbers that are showing there, yes.  
5 TRUSTEE TONKING: Would that be the right  
6 math?  
7 MR. CRIPPS: Yes.  
8 TRUSTEE TONKING: I'm understanding these  
9 components?  
10 MR. CRIPPS: Yes.  
11 TRUSTEE TONKING: Okay. And can you  
12 remind me again what rate you used in here, 450?  
13 MR. CRIPPS: This was at 450.  
14 TRUSTEE TONKING: Really my questions are  
15 helping me understanding the spreadsheet.  
16 TRUSTEE TULLOCH: Updated here on revenues  
17 of 22 million, we're projecting to lose 7.8 million,  
18 so a operating loss of about 35 percent of revenues,  
19 and even with a \$450 per parcel facility fee, we're  
20 still losing 4 million. Sorry. What are we running  
21 here, a charity?  
22 CHAIR SCHMITZ: Adam, is there any way you  
23 can just make this screen a little bit bigger so  
24 that, for me, I can see all of it as if it's a sheet  
25 of paper. You can make it small for me if they all

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1 have printouts. I'm trying to see the sheet of  
 2 paper. There we go.  
 3 We're talking about -- I just want to  
 4 understand -- in community services, having  
 5 22,700,000 in revenues with of 24.5 million  
 6 expenses. And I think, past years, we've covered  
 7 our expenses, haven't we? I mean, I've seen the  
 8 sheets that go back long term, so this is a huge  
 9 change of trend, I guess.  
 10 I just want to make sure I'm understanding  
 11 it correctly.  
 12 MR. MAGEE: If I may, on the facility fee  
 13 allocation per parcel, we've got the historical data  
 14 there. And so on the operating side, you'll see  
 15 that some numbers have been added in every year,  
 16 except for '23/'24, and that data goes all the way  
 17 back to 2011, '12.  
 18 CHAIR SCHMITZ: Yeah, we were  
 19 over-collecting, that's why we built up that fund  
 20 balance. That's the whole problem is that we  
 21 actually didn't need it, but I understand what  
 22 you're saying.  
 23 And then to get to the 3699 that was of  
 24 450, is that what I heard you explaining to Trustee  
 25 Tonking? \$450 recreation fee, is that what is

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1 today did to that because I feel like some of these  
 2 should be -- seems like we've given a lot of  
 3 feedback, but I don't see any changes, at least to  
 4 capital, and other areas. I'm just curious what  
 5 this projection is based off of. So then I can say,  
 6 okay, well, we know we're not doing these projects,  
 7 we're not doing that. And then all of a sudden, you  
 8 know, a few million dollars comes off of this, well,  
 9 then you don't need to be collecting a \$450 rec fee,  
 10 potentially.  
 11 TRUSTEE TULLOCH: A couple of things that  
 12 jump out.  
 13 We're showing the revenues, very little  
 14 increase, but it's showing costs of goods and  
 15 services sold going on up half a million bucks.  
 16 We're showing central services costs jumping 600,000  
 17 from last year's budget and actual. I mean, there's  
 18 over a million-plus already. Yeah. It's a million.  
 19 You can go through line by line to see the  
 20 discrepancies. You can't hide the bottom line.  
 21 We're losing almost 8 million on 22 million of  
 22 revenue.  
 23 And the major business, 12 million-plus of  
 24 that -- 12, 13 million of that is coming from ski,  
 25 which is actually making a profit. So basically

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1 getting you to the 3.699?  
 2 MR. CRIPPS: Yes, that's correct.  
 3 CHAIR SCHMITZ: Okay. Thank you.  
 4 TRUSTEE DENT: With what we -- I got two  
 5 things.  
 6 The last five years, I'd like to see what  
 7 our -- and this information shouldn't take very long  
 8 to capture. I'd like to see what with our budgeted  
 9 CIP budgets were versus our actual. I would just  
 10 like to know, because when I look back at the last  
 11 two years, I see '22/'23, we budgeted 7 million, we  
 12 spent 3.7. This year -- and this can't be right.  
 13 This year, we budgeted 2.5 million and we're  
 14 spending 2.6? Something doesn't seem right with  
 15 those numbers. The 2.681, capital improvements,  
 16 '23/'24 actual, something seems off with that  
 17 number or with the budgeted number.  
 18 We've had a history of overbudgeting in  
 19 our expenses and our capital projects. History of  
 20 that. And we've collected -- over-collected, and  
 21 that's where the fund balance has come from.  
 22 Of the 6.297 million that is currently --  
 23 I say 6 million that's being the updated budget,  
 24 what -- tonight, we cut out 300 grand or is that  
 25 from Thursday? And then curious what our decisions

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1 we're losing -- it's just breaking even. This  
 2 doesn't include depreciation either.  
 3 So if I strip out, say 13 million for ski  
 4 with Mr. Bandelin's new revenues, that's means we're  
 5 losing almost \$8 million on 9 million in business.  
 6 CHAIR SCHMITZ: These numbers don't take  
 7 into account any of the decisions that we made this  
 8 evening; correct? So we removed things from capital  
 9 projects. We -- I don't know, I didn't keep a list,  
 10 but there were additional changes that were made  
 11 based on decisions tonight; correct?  
 12 MR. CRIPPS: There are some additional  
 13 changes to this based off tonight, yes.  
 14 CHAIR SCHMITZ: Are they significant  
 15 numbers? I can't really even remember whether they  
 16 were large numbers or just incremental.  
 17 But bottom line here is that for some  
 18 reason, our costs have gone up by over \$5 million.  
 19 I can't wrap my head around that. And our revenues  
 20 are basically -- well, they've gone up by like --  
 21 they have increased almost 2 million, but we've got  
 22 \$5 million of increase, and then we've got another  
 23 \$6 million in capital improvements.  
 24 These numbers are just huge of a swing.  
 25 I'm -- it seems like we've talked all evening long

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1 about how we, as a board, do not understand what has  
2 so dramatically changed, and we're not really  
3 getting answers other than there's contractual  
4 obligations and we have some additional deferred  
5 maintenance that we've put into the budget.  
6 But these are just really significant --  
7 it's a significant change compared to our past  
8 history. And we're not clearly, as a board,  
9 understanding the reasons behind it. And we're a  
10 day away from our budget. Am I representing what  
11 the Board has said tonight, or am I wrong?  
12 TRUSTEE DENT: I believe you're on the  
13 right track, Chair. Did you have anything further  
14 to add for that?  
15 CHAIR SCHMITZ: No. I don't know what we  
16 do other than say, look, this has got to be these  
17 expenses. You need to take out \$4 million of  
18 expenses somewhere.  
19 TRUSTEE DENT: Um-hum. Understood.  
20 TRUSTEE TONKING: I agree with Trustee  
21 Schmitz. I am a little bit baffled, and I'm usually  
22 pretty okay with the budget.  
23 My first issue is, okay, I can explain  
24 away roughly 1 million, 1.2 million we'll say, which  
25 was wages and benefits, which is the contractual

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1 we have two -- yeah, two choices. We cut a bunch of  
2 spending in central services in our central office,  
3 or we have to raise the rec fee to cover our  
4 overhead costs, because there's no other revenue  
5 source that exists there. It is solely to described  
6 by our government taxes, that's it.  
7 And so that one just stands out to me as  
8 very alarming. And I think what's frustrating is  
9 we -- this board and past boards have complained  
10 about budgets a lot in the past, but at least our  
11 budgets were manageable. This is not sustainable.  
12 We would be out of business.  
13 And I'm like, even after all of these  
14 days, I still feel this way.  
15 MR. MAGEE: A couple of things that I will  
16 point out here.  
17 If you look at the historical, for  
18 example, services and supplies in '22/'23, it was  
19 6.3 million, and and then this year's proposed  
20 budget is 5.9 million. The actuals have actually  
21 gone down a little bit. I have no idea why the  
22 figure was reduced by a full million dollars in the  
23 '23/'24 budget and we came in under that.  
24 Obviously, I wasn't here for that one.  
25 I think that for the budget team, when we

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1 increases you've all spoken to, and we can say,  
2 okay, that's fair.  
3 By then -- and I'm using the budget to  
4 actual column because I think that's a good  
5 comparison in my head, people may use something  
6 else, but just so everyone knows that I'm looking  
7 at. Then I'm looking services and supplies, that's  
8 another \$1.7 million I'm seeing, and that was a cut  
9 of 200,000, but that's a lot of money.  
10 Then -- and I understand the idea, I was  
11 originally told, okay, well, a lot of that was  
12 coming from items that had been part of the CIP that  
13 now need to be expensed. Great. I am not seeing a  
14 deduction of 1 million in my capital, so that -- I  
15 know they're not going to be apples to apples, but  
16 I'm not seeing reductions anywhere.  
17 Then I get down to the central services  
18 cost. And this is the thing that I have harped on  
19 now for a year: Our general fund is unwell.  
20 And can see this because that's another  
21 \$1 million that just got allocated to our District  
22 in that I would call "overhead." So we are overly  
23 inflated in our -- and I do believe we're inflated.  
24 I believe we're spending way too much money in  
25 there. And so really what happens when you do that

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1 look at items like this, we would look at historical  
2 data and see that is not an item that jumps out at  
3 us, but I certainly understand the comments.  
4 And then, secondarily, on the central  
5 services costs, I think a huge driver of why you're  
6 seeing such a large increase there is the direction  
7 the Board provided to us to include the information  
8 technology department in the central services costs,  
9 where previously it has been completely borne by the  
10 general fund. And then we also included the general  
11 manager's salary in that plan. That's a large part  
12 of what you're seeing there.  
13 TRUSTEE TONKING: So I can actually speak  
14 to, and I think everyone of us can speak to what  
15 happened in '23/'24. The board had a very similar  
16 dialogue about this starting in January, and pushed  
17 really hard to department heads and to our directors  
18 and to director Navazio at the time and GM Winquest  
19 to really get those costs down because they kept  
20 inflating.  
21 They did a lot of work do that, and I  
22 think that's how we ended up where we were. And  
23 now, we're reinfated. That was what we spent  
24 three months doing, I feel like, was digging into  
25 that line item.

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1 And I think if you want to look at those  
 2 budget workshops at some point, obviously not before  
 3 we pass this budget, that would be a helpful place  
 4 to really start to see how they started to build  
 5 those cuts in.

6 Then the other thing is I understand what  
 7 you're saying about allocating the money to the  
 8 general fund, but we had to do that. That was one  
 9 of the fixes to help fund our general fund. Our  
 10 general fund wasn't doing well, so without that  
 11 fix -- if I put both of these funds next to each  
 12 other, you would have to do some sort of fix.

13 I'm not really saying that's, yes, that's  
 14 why the increase is there, but it was a have-to  
 15 increase, and it's a have-to increase because our  
 16 general fund is so expensive.

17 MR. MAGEE: Yes.

18 TRUSTEE TULLOCH: I think I'd echo Trustee  
 19 Tonking's point made. We're throwing these costs  
 20 across the wall, rather than just addressing the  
 21 actual costs. General fund's perfect because we're  
 22 just going to collect it from everyone. I mean,  
 23 we're not doing a root cause analysis here.

24 Still when I go through this, if I strip  
 25 out ski, if I strip out 13 million in expenses and

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1 13 million in revenue, for every dollar we're taking  
 2 in, we're spending \$2. That's, quite simply, not  
 3 sustainable under any circumstances.

4 We've added 3.7 million in facility fee,  
 5 which is 450 bucks per parcel basically, and we're  
 6 still losing another 4 million on top of that.

7 In what world is going from an 800,000  
 8 loss this year, which is partially explained because  
 9 we know payroll has been overinflated, and then  
 10 we're going from that to 9.5 million -- sorry -- 7.8  
 11 million on the revised.

12 It's just -- I mean, I think I've got to  
 13 agree on Mr. Katz, maybe it's just time we handed it  
 14 back Washoe County on this basis. This is just not  
 15 sustainable.

16 CHAIR SCHMITZ: I agree with the comments  
 17 from Trustee Tonking about we worked really hard  
 18 last year to have realistic budgets and stop  
 19 overbudgeting our expenses. And so look what  
 20 happened with services and supplies, we did bring it  
 21 down, and we worked very diligently to accomplish  
 22 that. And I agree, it appears as through we're just  
 23 going right back to where we used to be.

24 I almost feel like we need to say, look,  
 25 you've got your actual services and supplies, that

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1 is your budget for going forward this year. 4.253,  
 2 that's what you needed last year, unless you want to  
 3 add a 10 percent inflation figure to that, but to  
 4 increase it up to 5.7, so that's my feeling on that.

5 As it relates to capital improvements, I  
 6 don't see how in the world, because a lot of these  
 7 projects are not very large projects, so it's not as  
 8 if you're going to knock off a \$3-million project,  
 9 you're not. And the capital improvements, we can  
 10 see there's no way that we will get that much done.  
 11 We'll get half of that done, if we're lucky.

12 To me, these budgets are overinflated for  
 13 what can be done, and it reversed what we were  
 14 trying to do. I am a supporter of truly charging  
 15 out internal services that are shared across the  
 16 venues, IT being a perfect example. It is -- even  
 17 Moss Adams when they did our analysis back in 2020,  
 18 they pointed out that our central services cost  
 19 allocation model needed to be changed. I agree with  
 20 it. But we also, then, should be looking very  
 21 closely and making sure that, for instance, is the  
 22 assistant general manager still in the general fund  
 23 budget? I don't know. And if it is, in my opinion,  
 24 it should be removed. I think there's some things  
 25 that we understand about what is and isn't any

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1 longer in the general fund.

2 But when comes to the services and  
 3 supplies and the capital improvements, the numbers  
 4 just don't even seem realistic to me. And they  
 5 aren't sustainable.

6 TRUSTEE DENT: I agree with Chair Schmitz  
 7 and Trustee Tonking's analysis of this.

8 The one thing that, I guess, based on our  
 9 discussion tonight, we're showing that we're going  
 10 to be -- or before tonight, we're \$1.7 million over  
 11 on the central services from where we are before.  
 12 Right? But then we've also talked about putting a  
 13 three-year plan together to address some of the  
 14 repairs and maintenance -- the deferred repairs and  
 15 maintenance that possibly should have been done  
 16 before, years ago, that just came to light  
 17 this year.

18 Let's just say that number decreases half  
 19 a million bucks, I don't know, maybe that's too  
 20 optimistic. But there's a half-million-dollar  
 21 savings there. And then if we look at what we  
 22 achieved, 3.7 million in 2022, and it's 2.7  
 23 this year in actual CIP projects, you can almost cut  
 24 your CIP budget by 3 million bucks and right there,  
 25 there's \$3.5 million out of this which equates to

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1 about \$400, 350, \$400 of our rec fee. You don't  
 2 need to over-collect because things we're not doing.  
 3 I just feel like, once again, we've  
 4 inflated our expenditures above and beyond where we  
 5 were a couple years ago, and it's tough, it's  
 6 unfortunate.  
 7 I'll allow one of my other colleagues to  
 8 weigh in, but I don't know what the right answer is,  
 9 but I just know it needs to look a lot different  
 10 than that it looks like tonight.  
 11 TRUSTEE TULLOCH: I think as my colleagues  
 12 have stressed, we spent a lot of time and effort  
 13 last year getting realistic costs.  
 14 We're told this year we're doing  
 15 zero-based budgeting. Unfortunately, it seems that  
 16 the zero-base was last year's expenditures and  
 17 everything else was additive to that. This is by no  
 18 stretch of the imagination a zero-based budget.  
 19 Having done them several times and been on the  
 20 receiving end of them, this is in no way a  
 21 zero-based budget. This is: Let's assume we can  
 22 jack the rec fee back up to where it was and let's  
 23 work backwards, and let's just add in all the wish  
 24 list as well.  
 25 This is totally unsustainable. We're

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1 being presented with this, it's the first time we've  
 2 actually seen this level of detail, the night before  
 3 Christmas, and we're effectively supposed do it.  
 4 I'm more inclined just to vote no on any of the  
 5 proposals on this basis.  
 6 CHAIR SCHMITZ: I just -- I don't know  
 7 where we go from here because, I mean, we've all  
 8 been saying services and supplies has just  
 9 ballooned, we've been saying it for weeks, and the  
 10 numbers come down a little bit. I don't really know  
 11 whether we just say, look, here's the deal, and this  
 12 is what the budget is, figure it out.  
 13 I don't know. I'd like to know what our  
 14 General Manager suggests for tomorrow.  
 15 MR. MAGEE: The numbers reflected that you  
 16 see in this spreadsheet are the recommendation of  
 17 each of the venue managers, and this is the  
 18 compilation of that sheet.  
 19 Now, if the Board wishes to reject that  
 20 recommendation, you can certainly do that. That's  
 21 why we're here tonight. And if you give us a figure  
 22 and say live within that figure and figure it out,  
 23 then that's exactly what we'll do. And that is the  
 24 direction that we're looking for from the Board.  
 25 But you do have the staff's recommendation.

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1 TRUSTEE DENT: Chair?  
 2 CHAIR SCHMITZ: So, you don't see the  
 3 concerns that we have as the general manager to go  
 4 back to your staff and say here are the concerns,  
 5 here are the issues? You're just saying this is  
 6 staff's recommendation, and going to put it back in  
 7 the Board to basically dictate a budget, is that the  
 8 path we're on?  
 9 MR. MAGEE: We've asked the department  
 10 heads multiple times to go back and look at their  
 11 budgets and tighten them up anywhere that they felt  
 12 was appropriate, that they could still run their  
 13 operations, this is what they believe is best.  
 14 And so from my chair, I'm hearing it --  
 15 both sides of the story, obviously, because I'm in  
 16 daily contact with the directors, and this is the  
 17 number that they need to run their operations.  
 18 Now, I understand what the Board is saying  
 19 as well, and if the Board directs a lower number or  
 20 even a lower percentage, we will make that happen by  
 21 tomorrow.  
 22 CHAIR SCHMITZ: And for the services and  
 23 supplies actual is coming in at 4.2 million, and  
 24 venue managers are stating that to continue the  
 25 status quo with no new services, it requires

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1 \$5.7 million?  
 2 MR. MAGEE: That is what their  
 3 recommendation is, yes.  
 4 CHAIR SCHMITZ: Can you explain to me why  
 5 that is? Explain that to me. Why is it that  
 6 this year it's able to be delivered at 4.2 million,  
 7 but this next coming year, it's requiring  
 8 \$5.7 million? Why?  
 9 MR. MAGEE: I think I would have to ask  
 10 each one of the directors to come on up to the  
 11 podium and explain that.  
 12 TRUSTEE DENT: I'm going to pass the floor  
 13 to Trustee Tonking and then Trustee Tulloch.  
 14 TRUSTEE TONKING: I understand some of it  
 15 is from the CIP, the capital, so that is going to be  
 16 some of that expense.  
 17 But I just -- I just feel like we've  
 18 become very unsustainable right now, and even coming  
 19 up with Trustee Dent's savings that he came up, you  
 20 don't have to charge a facility fee, we'd still lose  
 21 the 4 million. I'm concerned that we're losing an  
 22 additional 4 million with the \$3.7 million facility  
 23 fee.  
 24 I'm not saying that we need to be breaking  
 25 even, that's by no means what I'm saying in the case

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1 of without a facility fee. But I do think -- and  
2 that's probably a very subjective view on this board  
3 and that's totally fine. What I do think is losing,  
4 without a facility fee, almost \$8 million is scary,  
5 when in prior years we lost 4.2, I guess, in  
6 '22/'23, then 2 last year, yeah. It just seems a  
7 lot.

8 I don't know what the answer is, but I  
9 also don't -- I think this is the same conversation  
10 that Trustee Noble and I had when we talked about  
11 the golf fees. We came up with ideas, but we were  
12 told that staff needed to analyze and decide, and so  
13 I can't throw out a number without hearing, okay,  
14 well, then what does staff think of that number?

15 I don't want to hamstring staff to  
16 something, but I would love to understand that. And  
17 I also really think we need to look at the general  
18 fund. I've said it thousand times. The general  
19 fund, that is a million dollars being allocating,  
20 which I know it hasn't happened before in comparison  
21 to -- but it's still a million dollars there that we  
22 could think about where all these costs are coming  
23 from.

24 I know that -- yeah. Sorry. I don't know  
25 what the answer is and it's a little bit frustrating

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1 basically from board members. I think -- I'm not  
2 willing to speak for my colleagues, but I think in  
3 most cases, most of them have been echoing similar  
4 sentiments to myself, perhaps not so loudly, but I  
5 think I've been pointing out very vehemently that  
6 we're proposing raising 6.2 million in rec fees to  
7 cover 5 million in new salaries across this.  
8 Bearing in mind, we're only looking here at part of  
9 the District, and we're losing 9 million bucks here.  
10 And we're seeing the same trends across all the  
11 other departments not included in this, so this is  
12 just a part of it.

13 We're not a business, but we're pretending  
14 like we're running businesses that need external  
15 areas. This is not California where we've never  
16 seen a tax we wanted to pass. This is absolutely  
17 crazy. Even at this, you're losing 4 million bucks  
18 just in community services alone. You're proposing  
19 a 780 facility fee, which is 65 bucks a month, and  
20 we hear the community complaining about the cost of  
21 rent is going up everywhere, it's impossible to find  
22 affordable rents. That may be fine for people that  
23 are making 2-, 300,000 bucks a year in government  
24 jobs and things, but there's a lot of people here, a  
25 lot of residents that are working two to three jobs

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1 that we are at night three.

2 TRUSTEE TULLOCH: Having been on both ends  
3 of these discussion in real-life businesses, not  
4 just pretending that we're businesses while we get  
5 bailed out, as a manager and an executive, I've  
6 never submitted a budget that didn't have some money  
7 stashed away. And equally when I've been reviewing  
8 budgets coming in, I've gone through it and picked  
9 out.

10 And just to ask staff what they want in  
11 zero-based budgeting and put in everything you want  
12 there, yes, no surprise, there's been no zero base  
13 here. It's just been we've taken the staffing  
14 levels as a given. We've assumed we can add in  
15 everything. There's been no direction.

16 General Manager Magee, while you may say,  
17 well, this is what the venue managers have given me,  
18 part of your role is to manage these venues. In  
19 fact, that's really your primary role, to manage  
20 these staff and make sure these things are  
21 realistic.

22 There's been nowhere during the so-called  
23 "ZBB process" that anyone's given a serious  
24 challenge to any of these numbers. The only  
25 challenges have come in the last week, ten days

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1 to survive, and we're just slapping them in the face  
2 here saying, oh, it's okay, it's only 5 million in  
3 new salaries.

4 I don't see how you sustain this. I mean,  
5 we're showing a loss here of 9 million just on  
6 18 million of expenses. This is -- yeah, I give up.  
7 This is pointless.

8 CHAIR SCHMITZ: I agree we need to  
9 understand what these costs are in the general fund  
10 that are being allocated. Again, I will say it's  
11 the right thing to do to allocate shared resources  
12 across the venues. But we need to understand  
13 clearly what is in that general fund that's being  
14 allocated out, and I don't think we've seen that  
15 detail.

16 And I, too, find it a bit offensive to be  
17 being asked as a board member to say, well, if you  
18 don't like these numbers, give us a number. I just  
19 really find that problematic. I find it as it's not  
20 working together to find a solution because we do  
21 need staff's input, we do need staff's expertise to  
22 put the Board in the position to say, well, tell us  
23 what number is going to work. I just -- I find that  
24 very problematic.

25 And find I find it problematic to say that

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1 \$4.2 million was sufficient this year, but, gosh  
2 darn, we got nowhere to go but up another million  
3 seven. I don't know how we're going to work  
4 together and work collaboratively to fix this so  
5 that it is a budget that is sustainable, because I  
6 agree, it is not.  
7 And if we look down in capital  
8 improvements, I think in years past we've  
9 actually -- it probably was in the '22/'23 budget,  
10 perhaps, that we did the locker room project and the  
11 tennis courts, which were two, sort of bigger-ticket  
12 projects, a million bucks each. But I don't see any  
13 of those, per se. And to try to think that we're  
14 going to get \$6 million-worth of capital  
15 improvements projects done this year, in addition to  
16 the carryover, because this isn't carryover, this is  
17 new, this is new if I'm correct, and there's just --  
18 it's not realistic.  
19 And I'd like to see a realistic budget  
20 that we all can be proud of and say next year, we're  
21 going to accomplish every project that we put on the  
22 books and carried over, because we have to finish  
23 the carryover projects. We have to finish the  
24 carryover projects and take on \$6 million of  
25 additional projects, it's not realistic.

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1 continue the public hearing for multiple days if  
2 it's not done.  
3 TRUSTEE TONKING: Could open the meeting  
4 and close the meeting?  
5 MR. RUDIN: I mean, you have to still take  
6 public comment, obviously. I think --  
7 TRUSTEE DENT: You're saying give staff  
8 more time. Give staff more time but not the  
9 pressure to present the changes, because it sounds  
10 like it may need a little bit more time.  
11 MR. RUDIN: Yeah, I mean, it's up to the  
12 Board as to whether or not it wants to continue the  
13 meeting after you open the public hearing, take  
14 however much staff presentation the staff would like  
15 to give.  
16 But, ultimately, it's up to you guys  
17 whether you want to deliberate or request additional  
18 information from staff at that point.  
19 TRUSTEE DENT: Okay. Fair.  
20 TRUSTEE TULLOCH: Given that it's noticed  
21 as a three-day meeting, wouldn't we have to open it  
22 and then just basically suspend it? We couldn't  
23 close it. We'd have to suspend it.  
24 MR. RUDIN: Correct.  
25 TRUSTEE TONKING: So you'd have public

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1 So, I don't know how we get to tomorrow  
2 night if it's just going to be dumped back to the  
3 Board saying tell us what you want us to do. I  
4 don't know how we get there because I don't think  
5 any of us want to be dictating to staff, but we're  
6 sitting here as a board saying: These do not look  
7 accurate nor sustainable.  
8 TRUSTEE TONKING: I saw the agenda for  
9 tomorrow, and it says that it can go over three days  
10 or something like that. I think we all saw this,  
11 that it goes three days, starts at 6:00 each day.  
12 Are we allowed -- and I don't know if this  
13 is something anyone would want to do, but it seems  
14 like you guys need more time. It's 10:00 tonight  
15 and we're supposed to do this tomorrow. Can we do  
16 it -- just do a hearing tomorrow and then actually  
17 you can present something? Are we allowed to delay  
18 it a day or no?  
19 I just don't know how they're going to get  
20 everything done in a way that this doesn't feel like  
21 it does right now.  
22 MR. RUDIN: The meeting is noticed as a  
23 multi-day meeting on the assumption that it may take  
24 multiple days. You will need to open the meeting  
25 tomorrow, have the public hearing, but you can

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1 comments at the start of the meeting, you'd have  
2 public comments that start and end of the public  
3 hearing, and then public comments at the end of the  
4 meeting, possibly over three days?  
5 MR. RUDIN: Yes. For purposes of OML,  
6 each day of the meeting is considered it's own  
7 separate meeting, so you have to take the public  
8 comment period at the end and at the beginning.  
9 TRUSTEE TULLOCH: So we would have to take  
10 public comment each of the days as well, that  
11 doesn't make sense if it's one meeting.  
12 MR. RUDIN: That is the guidance that the  
13 Attorney General's Office has given, and I would  
14 recommend you follow it.  
15 TRUSTEE TONKING: We take the beginning of  
16 the public comment, the one that we have every time  
17 we have a meeting. Then we could decide not to open  
18 to hearing; right?  
19 MR. RUDIN: Given that it's been noticed  
20 --  
21 TRUSTEE TONKING: So we have to open both  
22 hearings, listen to both public comments there, and  
23 then closing public comments as well?  
24 MR. RUDIN: Yes.  
25 TRUSTEE TONKING: So every day will have

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1 four public comment sections.

2 CHAIR SCHMITZ: We had two public comments

3 today, so far, there may be a whole slew.

4 TRUSTEE TONKING: I wasn't concerned about

5 that. I was just -- yeah. So we could open a

6 hearing, listen to public comment, close the

7 hearing, open the next hearing, listen to public

8 comment, close the hearing, and then suspend it. Is

9 that correct?

10 MR. RUDIN: Yes.

11 CHAIR SCHMITZ: Thanks for the questions.

12 Those were informative.

13 We do have other things on the agenda

14 tomorrow night other than just the budget meeting.

15 I think there's one PO and meeting minutes and

16 things, but it's not substantial. But we need to

17 get that business concluded.

18 So I would ask General Manager Magee how

19 he would like to move forward with the timing of

20 this, given that it's now 10:15 your time.

21 MR. MAGEE: Look, the bottom line is I

22 hear what the Board is communicating to me, and

23 tomorrow morning, I'm going to call a director's

24 meeting immediately, first thing in the morning, and

25 it will be all hands on deck. I would recommend

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1 that we do everything we can to try to bring this

2 back to the Board in a more acceptable fashion to

3 the Board by tomorrow night.

4 We're going to do everything we can to get

5 it as rapidly as we can.

6 TRUSTEE TULLOCH: I'm going to make a

7 suggestion here since everyone's beating about the

8 bush, and it's not the role of the Board to

9 micromanage you to do these things. I'm going to

10 give a suggestion. You want a target? You get rid

11 of that 4.124 million loss. There's a target for

12 you.

13 And I'm sure I'll get criticism from both

14 sides and I'll also get praise from all sides,

15 because I know the input I've had from the

16 community, and believe me you don't want me to

17 repeat some of these, one of them was about spending

18 more time -- some of you spending more time with

19 your families and things. But I never received so

20 much comment and so much just sheer anger in the

21 community about what's happening here, especially

22 asking for 6.2 million in facility fees to fund 5

23 million in increased wages, when people are

24 suffering inflation all over the place.

25 Yeah, I'm almost speechless.

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1 TRUSTEE DENT: Anyone else?

2 All right. General Manager?

3 MR. MAGEE: What I heard the Board direct

4 us to do is to cut out the 1.4 million, that's what

5 we'll come back with tomorrow.

6 TRUSTEE DENT: 4.2.

7 MR. MAGEE: Oh, 4.2. Okay. I'm looking

8 at the number here, I think it says 4.124.

9 TRUSTEE DENT: That's correct.

10 MR. MAGEE: That's what I thought.

11 TRUSTEE DENT: All right. Does anybody

12 have the agenda? That closes out item E 1, general

13 business. Moving on to item F.

14 F. FINAL PUBLIC COMMENT

15 TRUSTEE DENT: Any final public comment

16 the room?

17 Seeing none, can we go to Zoom, please.

18 MR. KATZ: Good evening. This is Aaron

19 Katz. I've listened to the whole meeting.

20 Congratulations, you're finally getting

21 it. We're unsustainable. Absolutely. You want to

22 give up, it's time to give up.

23 What can you do for tomorrow? Here's my

24 recommendation: Central services transfers, they're

25 phony as hell. Give me more than 3 minutes and I'll

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1 prove it to you. Zero. Rec fee, phony as hell.

2 Give me more than three minutes, I'll prove it.

3 Zero. Internal services, that's outrageous,

4 33 percent increase in one year. That's phony as

5 hell too. The idea of internal services is we're

6 supposed to be able to do these things in house for

7 cheaper than it's going to cost us in the private

8 sector, and that's not what is happening. We're

9 paying way more, every CIP you have has internal

10 services wasting the fee.

11 And then I was shocked to hear this from

12 GM Magee. You've stolen our rec fee for things like

13 the dog park. You came to us and you told us you

14 need a million bucks for the dog park, you then put

15 a rec fee for that, you then charged it, we then

16 paid it, and now a year later we hear, well, you

17 know, it kind of dropped off of the list. And once

18 it drops off the list, it goes into fund balance so

19 we can spend it on new employee's wages. This is

20 outrageous.

21 You need do an accounting of everything

22 you have in carryforward and give us back the money

23 if you're not going to spend it. I'll talk more

24 about it tomorrow, but this is idea of you have your

25 revenues, you have your expenses, you have the



# INVOICE

**BAVS SM-LLC**  
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**BILL TO**  
**Incline Village General Improvement  
District**  
Susan Herron / Heidi White

775-832-1218  
AP@ivgid.org

**Invoice Number:** IVGID 41

**Invoice Date:** June 8, 2024

**Payment Due:** June 28, 2024

**Amount Due (USD):** \$1,430.00

Items	Quantity	Price	Amount
<b>Base fee</b> May 28, 2024, BOT special meeting	1	\$350.00	\$350.00
<b>Per page fee</b> May 28, 2024 BOT special meeting	180	\$6.00	\$1,080.00

**Subtotal:** \$1,430.00

**Total:** \$1,430.00

**Amount Due (USD):** \$1,430.00

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE  
WRITTEN MINUTES OF THE IVGID BOARD'S SPECIAL MAY 28, 2024  
REGULAR MEETING – AGENDA ITEM E(1) – APPROVING A FISCAL  
YEAR 2024-25 BUDGET NOTWITHSTANDING STAFF REFUSES TO  
SHARE THE DEPARTMENT OF TAXATION'S CERTIFICATE OF  
COMPLIANCE OR NOTICE OF NON-COMPLIANCE**

**Introduction:** Well here's yet "another one" as my friend DJ Kahled would say<sup>1</sup>. More evidence of staff arrogance, deceit, concealment of public records, lack of professionalism, and the flagrant disregard for the financial sustainability of the District. This time it's staff's refusal to share the Department's Certificate of Compliance or Notice of Non-Compliance insofar as the District's proposed 2024-25 tentative budget is concerned. And that's the purpose of this written statement.

**NRS 354.596(5):** instructs that "the Department of Taxation shall examine the submitted documents (i.e., tentative budget) for compliance with law and with appropriate regulations and shall submit to the governing body at least 3 days before the public hearing a written certificate of compliance or a written notice of lack of compliance." Notwithstanding staff submitted the District's 2024-25 tentative budget to the Department of Taxation on April 17, 2024, here they refuse to make that certificate of compliance or notice of non-compliance available for public examination. And the evening of a budget workshop no less. And the day before the published notice of public hearing to adopt a 2024-25 budget. No less!

**My May 28, 2024 E-Mail to The Board<sup>2</sup>:** On May 28, 2024 I sent the Board an e-mail wherein I discussed this agenda item, and staff's refusal to share the Department of Taxation certificate of compliance or notice of non-compliance insofar as the District's 2024-25 tentative budget is concerned. Rather than recounting the substance of my comments, I refer the reader to said Exhibit "A."

**Conclusion:** This behavior just keeps happening over and over and over again. Arrogant, deceitful, unethical and over compensated staff get replaced by even more unqualified, equally deceitful and arrogant, and more over compensated staff. And look at the results. As I've pointed out so many times before, these are all the red flags of a criminal syndicate<sup>3</sup>. And you wonder why your Recreation

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

<sup>2</sup> That e-mail is attached as Exhibit "A" to this written statement.

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

("RFF") and Beach ("BFF") Facility Fees continue as involuntary subsidies? And they are as high as they are?

When is the Board going to put members' collective feet down and put an end to these practices? Given NRS 318.515(1) states that where the: "(a) district...is not being properly managed; (or, its) (b) board of trustees...district is not complying with the provisions of...any other law;" when will the Board notify the Washoe County Board of Commissioners to hold a hearing to consider whether to: (a) adopt an ordinance (substituting)...the board of county commissioners, *ex officio*, as the board of trustees of the district; (b) adopt an ordinance providing for the merger, consolidation or dissolution of the district...(c) file a petition in the district court for the county in which the district is located for the appointment of a receiver for the district; or, (d) determine by resolution that management and organization of the district remain unchanged?" Don't you think the time has come to start becoming fiscally responsible?

Do not certify any budget staff present for your signature. Let the Department of Taxation step in and impose the statutory default provisions on the District's behalf.

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

## **EXHIBIT "A"**

## May 28, 2024 BOT Meeting - Agenda Item E(1) - Fiscal Year 2024-25 Budget Workshop - Fw: Public Records Request - Tentative Budget Certificate of Compliance

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**From:** <s4s@ix.netcom.com>  
**To:** Schmitz Sara <schmitz\_trustee@ivgid.org>  
**Cc:** Dent Matthew <dent\_trustee@ivgid.org>, Tonking Michaela <tonking\_trustee@ivgid.org>, Noble Dave <noble\_trustee@ivgid.org>, Tulloch Ray <tulloch\_trustee@ivgid.org>, <bma@ivgid.org>  
**Subject:** May 28, 2024 BOT Meeting - Agenda Item E(1) - Fiscal Year 2024-25 Budget Workshop - Fw: Public Records Request - Tentative Budget Certificate of Compliance  
**Date:** May 28, 2024 3:24 PM

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Chairperson Schmitz and the Other Honorable Members of the IVGID Board -

So we have a 2024-25 budget workshop for this evening. Right? Because your wonderful staff have dragged their feet and when directed by board members to slash their proposed staffing and compensation levels, they have in essence thumbed their noses at you. Placing us in a Mexican standoff position with three (3) short days to go until the statutory [NRS 354.598(2)] cut off date for submitting a final judgment ("the final budget must be adopted on or before June 1 of each year") expires!

So you will recall that the Board never approved a tentative budget for 2024-25. Because staff didn't present it to the Board for approval. When queried as to why not, our wonderful staff again thumbed their noses at the Board asserting there was no requirement the Board approve a tentative budget. But since there is a statutory [NRS 354.596(2)] cut off date for submitting a tentative budget to the Dep't of Taxation ["on or before April 15, a copy of the tentative budget must be submitted: (a) To the Department of Taxation"], staff proceeded to unilaterally submit it. Except their submittal **was untimely!**

That's right. I did a public records request and staff revealed therein that the District's 2024-25 tentative budget was not delivered to the Dep't of Taxation until April 17, 2024.

Then you will recall that NRS 354.596(3) instructs that "at the time of filing the tentative budget, **the governing body shall give notice of the time and place of a public hearing on the tentative budget** and (that)...the tentative budget (is) on file (at the District's offices) and available for inspection." So I asked to examine the notice required by NRS 354.596(3) and was told "it doesn't exist."

I then I asked to examine the tentative budget which was supposedly available for public inspection at the District's administrative offices. And none was available.

When staff eventually got around to making a copy of the tentative budget available for public inspection, a number of residents objected to its content. I for one objected that the General Fund was out of balance [NRS 354.598(5) instructs that "no governing body may adopt any budget which appropriates for any fund any amount in excess of the budget resources of that fund0"]. And there was no indication where the revenue would come from to cover budgeted overspending. In other words, Schedule T. But the tentative budget has no schedule T.

And there would be a deficit General Fund balance contrary to NAC 354 and Board policies.

And although there was reference to added revenues coming from central services cost transfers, there was no central services allocated cost plan. Even though NAC 354.8668(7) instructs that "the central service cost allocation plan of a local government...**must** be updated annually before: (a) **The date on which the local government submits its tentative budget to the Department**" of Taxation." I've asked for this Plan and so far, none has been produced notwithstanding there's supposed to be a public hearing to approve the same TOMORROW!

And although there was reference to Facility Fee revenues, the District had done nothing to fix Recreation ("RFF") and Beach ("BFF") Facility fees (a pre-requisite to ordering their collection on the tax roll), let alone notice a public hearing [pursuant to NRS 318.199(2) and (5)] whereat they might do so. And although the notice for that hearing references a report and a Resolution 1909, none has been produced notwithstanding there's supposed to be a public hearing to approve the same TOMORROW!

For all of these reasons, I and others expected the Department of Taxation has not issued a certificate of compliance necessary for all local government tentative budgets. After all, NRS 354.596(5) instructs that "the Department of Taxation **shall** examine the submitted documents for compliance with law and with appropriate regulations and shall submit to the governing body at least 3 days before the public hearing a written certificate of compliance or a written notice of lack of compliance." And if "when...the governing body receives from the Department of Taxation a notice of lack of compliance, the governing body **shall** forthwith proceed to amend the tentative budget to effect compliance with the law and with the appropriate regulation." Is the reason staff is dragging its feet is notice of non-compliance?

So last Saturday I sent the Board's Clerk an e-mail (see below) letting her know I wanted to examine the Department of Taxation's certificate of compliance or notice of non-compliance this morning. The day before tomorrow's public hearing on the budget! And when I had heard nothing, I followed up this afternoon (see below). And so far, again, **NOTHING!**

Doesn't NRS 239.010(1) instructs that "all public books and public records of a governmental entity must be open at all times during office hours to inspection by any person?" Isn't the Department of Taxation's certificate or notice of non-compliance a public book and record? So why is it acceptable for staff to be concealing the same? So why is staff hiding this public record?

If we're going to have a budget workshop hearing this evening, don't you think it's important we have that certificate or notice of non-compliance? Have you Board members received the same? Do you even know what it says? And staff's behavior is supposed to be acceptable?

Don't you think this arrogance, disdain and non-compliance with the NRS need to end? So what are you doing about it?

Amongst other things, I ask Board members **NOT** place their signatures to any budget presented for 2024-25. Since NRS 354.598(3) instructs that "the final budget must be certified by a majority of all members of the governing body"), let the Department of Taxation do it on our behaves by default as NRS 354.598(2) instructs ["should the governing body fail to adopt a final budget that complies with the requirements of law and the regulations of the Committee on Local Government Finance on or before the required date, the budget adopted and used for certification of the combined ad valorem tax rate by the Department of Taxation for the current year (i.e., the tentative budget), adjusted as to content and rate in such a manner as the Department of Taxation may consider necessary, automatically becomes the budget for the ensuing fiscal year"].

We've discussed this before. If you as a Board are not properly managing the District, and the District is not complying with the provisions of this chapter or with any other law [see NRS 318.515(1)], it's time to close up shop! Because NRS 354.626(1) instructs that "any officer or employee of a local government who willfully violates NRS 354.470 to 354.626, inclusive, is guilty of a misdemeanor and upon conviction thereof ceases to hold his or her office or employment."

Put your foot down or CLOSE SHOP!

Respectfully, Aaron Katz

-----Forwarded Message-----

From: <s4s@ix.netcom.com>

Sent: May 28, 2024 12:47 PM

To: White Heidi <hhw@ivgid.org>

Subject: Re: Public Records Request - Tentative Budget Certificate of Compliance

Hello Heidi -

Is my certificate of compliance/written notice of lack of compliance available for me to examine at your offices? Or can you send it to me as an e-mail attachment.

For the record, NRS 354.596(5) instructs that "The Department of Taxation shall examine the submitted documents (i.e., tentative budget) for compliance with law and with appropriate regulations and shall **submit to the governing body at least 3 days before the public hearing a written certificate of compliance or a written notice of lack of compliance.**" So please don't tell me staff doesn't have the same.

Thank you for your cooperation. Aaron Katz

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

From: <s4s@ix.netcom.com>

Sent: May 26, 2024 1:14 PM

To: White Heidi <hhw@ivgid.org>

Subject: Public Records Request - Tentative Budget Certificate of Compliance

Hi Heidi -

Just want you to understand there is a public records request towards the bottom portion of this e-mail.

And here I have another request.

The Dep't of Taxation was supposed to have issued us a certificate of compliance or non-compliance for the tentative budget Mr. Cripps submitted on April 17, 2024. Three days before our May 29, 2024 public hearing date. I would like to examine the same. Tuesday morning if possible given the public hearing is set for May 29, 2024.

Remember NRS 239.010(1) instructs that "all public books and public records of a governmental entity must be open at all times during office hours to inspection by any person."

Thank you for your cooperation. Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE  
WRITTEN MINUTES OF THE IVGID BOARD'S SPECIAL MAY 28, 2024  
MEETING – AGENDA ITEM C – PUBLIC COMMENT – STAFF'S  
UNDERHANDED INCLUSION OF \$500,000 OF APPROPRIATIONS FOR THE SKATEBOARD PARK ENHANCEMENT  
PROJECT**

**Introduction:** Well here's yet "another one" as my friend DJ Kahled would say<sup>1</sup>. More evidence of staff arrogance, deceit, incompetence, a lack of professionalism, and a flagrant disregard for the financial sustainability of the District. This time it's staff's underhanded inclusion of \$500,000 of CIP appropriations, in the current 2023-24 budget, for skateboard park enhancements. And that's the purpose of this written statement.

**My May 26, 2024 E-Mail to The Board<sup>2</sup>:** On May 26, 2024 I sent the Board an e-mail wherein I laid out the suspected wrongdoing of staff in including \$500,000 of appropriations for the skateboard park enhancement project, after staff had made this very request of the Board, and it was denied by the Board. Rather than recounting the substance of my comments, I refer the reader to said Exhibit "E."

**Conclusion:** This behavior just keeps happening over and over and over again. Arrogant, deceitful, incompetent, unethical and over compensated staff get replaced by even more unqualified, more incompetent and more over compensated staff. And look at the results. As I've pointed out so many times before, these are all the red flags of a criminal syndicate<sup>3</sup>. And you wonder why your Recreation ("RFF") and Beach ("BFF") Facility Fees continue as involuntary subsidies, and they are as high as they are?

When is the Board going to put members' collective feet down and put an end to these practices? Given NRS 318.515(1) states that where the: "(a) district...is not being properly managed; (or, its) (b) board of trustees...district is not complying with the provisions of...any other law;" when will the Board notify the Washoe County Board of Commissioners to hold a hearing to consider whether to: (a) adopt an ordinance (substituting)...the board of county commissioners, *ex officio*, as the board of trustees of the district; (b) adopt an ordinance providing for the merger, consolidation or

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

<sup>2</sup> That e-mail is attached as Exhibit "E" to this written statement.

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

dissolution of the district...(c) file a petition in the district court for the county in which the district is located for the appointment of a receiver for the district; or, (d) determine by resolution that management and organization of the district will remain unchanged?" Don't you think the time has come to become fiscally responsible?

Investigate as to whether my allegations are true. And if they are, start terminating the employ of each and every staff person who display the arrogance and refusal to carry out Board direction described herein.

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

## **EXHIBIT "A"**

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Project Title	Proposed FY 2024-25	Proposed FY 2025-26	Proposed FY 2026-27	Proposed FY 2027-28	Proposed FY 2028-29	Five Year Total
Resurface Patio Deck Replace Railings Replace Deck			27,500			27,500
Chateau Community Room Ceiling and Beam Refinishing		25,000				25,000
Upgrade Chateau Community Room Lighting Control			26,800			26,800
Reinforce Bars		18,375				18,375
Cabinetry Community Chairs			16,000			16,000
Replace Banquet Serviceware	78,000				72,000	147,000
Banquet Tables		10,000		29,000		49,000
Carpet Replacement of the Chateau				62,800	95,900	158,700
Paint Exterior Chateau				14,800		14,800
Furniture for Chateau						
Aspen Grove Outdoor Seating BBQ and	6,309					6,309
Paint Exterior of Chateau	22,300					22,300
Paint Interior of Chateau	Completed					
Landscape Improvements of Aspen Grove				18,800		18,800
<b>TOTAL FACILITIES</b>	<b>26,309</b>	<b>75,000</b>	<b>10,875</b>	<b>47,600</b>	<b>122,200</b>	<b>487,238</b>

Project Title	Proposed FY 2024-25	Proposed FY 2025-26	Proposed FY 2026-27	Proposed FY 2027-28	Proposed FY 2028-29	Five Year Total
Rolling Stock						
Post Rating Stock		775,000				775,000
Stk Way and Diamond Peak Parking Lot Reconstruction			480,000	6,200,000		6,780,000
Stk Lodge Facilities - Install Kitchen Grease Interceptor			300,000			300,000
Replace Stk Lodge Facility Equipment- Electrical Entrance	170,494	175,000				175,000
Base Lodge Walk in Center and Food Prep (Kitchen) Reorganization	Complete					0
Diamond Peak Fuel Storage Facility			750,000			750,000
Stk Lodge Facilities - Resurface Concrete Deck				Moved to Operating Expense		0
Replace Main Lodge-Bronze Lake Lodge Dining Furniture and Tables			54,000			54,000
Replacement of Bath and Shower Lake Lodge Kitchen			30,000			30,000
Capital Expense Stk LTR Maintenance and Improvements			250,000		800,000	750,000
Pavement Maintenance Diamond Peak and Stk Way	65,040					65,040
Diamond Peak Facilities Floor Material	17,885					17,885
Latheview Stk LTR Maintenance and Improvements				210,000		210,000
Lodgepole Stk LTR Maintenance and Improvements			130,000		300,000	350,000
Rest Fee Stk LTR Maintenance and Improvements	65,441	75,000				75,000
Snowmaking Infrastructure Replacement	375,189	100,000		200,000		300,000
Replace Stk Rental Equipment	118,100	200,000		180,000		300,000
Replace 1988 Snowflake Lodge	250,000				310,000	300,000
Replace 1988 Snowflake Lodge	250,000			6,000,000		6,000,000
<b>Total Stk</b>	<b>882,138</b>	<b>1,425,000</b>	<b>1,274,000</b>	<b>1,290,000</b>	<b>12,310,000</b>	<b>17,306,000</b>

Project Title	Proposed FY 2024-25	Proposed FY 2025-26	Proposed FY 2026-27	Proposed FY 2027-28	Proposed FY 2028-29	Five Year Total
Rolling Stock						
Replace Playground - Ridgepole Park		25,000	40,000	161,100	122,000	408,100
Aspen Grove Fencing and Remaining Wall Enhancement and Replacement			250,000			250,000
Storage Containers and Scaffolding replacement				30,000		30,000
Puyallup Field Retaining Wall Replacement				800,000		800,000
Ridgepole fields at Incline Park bleacher				75,000		75,000
State Park Enhancement	476,971					476,971
Central Irrigation Controller Upgrade	40,000					40,000

tools

**EXHIBIT "B"**



## Project Summary

<b>Project Number:</b>	4378BD2202
<b>Title:</b>	Skate Park Enhancement
<b>Project Type:</b>	D - Capital Improvement - Existing Facilities
<b>Division:</b>	78 - Parks Services
<b>Budget Year:</b>	2023
<b>Finance Option:</b>	
<b>Asset Type:</b>	BD - Buildings & Structures
<b>Active:</b>	Yes

<b>Project Description</b>
Conduct an evaluation on the kind of improvements that enhance the skate park.

<b>Project Internal Staff</b>
Parks Superintendent, Engineering

<b>Project Justification</b>
The skate park was constructed in 2001 and the sport has evolved tremendously since then. Hire a skate park consultant designer to evaluate the current skate park and make recommend for future improvements. We currently have only three street elements which are not user friendly beginner leveler features. We look to determine the opportunities to use a flat area (5638 square footage) with features that provide additional skate area and beginner elements to better suit the growing number of users the park has. The current skate park design has skaters using much of the flat areas to flow into or out of the bowls, which is in conflict with younger skaters and overall traffic flow. Of the nine surrounding skate parks in the area, Incline Village's is the smallest. Spreading the skaters out will reduce the likelihood of injuries and provide to skaters with a state-of-the-art facility that addresses all ages and skill levels which would also provide for a less congested skating area.

<b>Forecast</b>			
<b>Budget Year</b>	<b>Total Expense</b>	<b>Total Revenue</b>	<b>Difference</b>
2023			
Consultant, Design	10,000	0	10,000
Year Total	10,000	0	10,000
2024			
5600 Sq. Feet Concrete Pad	150,000	0	150,000
Year Total	150,000	0	150,000
2025			
Bolt-in skate features	20,000	0	20,000
Year Total	20,000	0	20,000
2026			
Site Furnishing (6 Picnic tables, benches, bear boxes, trash/recycle	10,000	0	10,000
Year Total	10,000	0	10,000
	190,000	0	190,000

<b>Year Identified</b>	<b>Start Date</b>	<b>Est. Completion Date</b>	<b>Manager</b>	<b>Project Partner</b>
2022	Sep 1, 2022	Oct 31, 2026	Parks Superintendent	

**EXHIBIT "C"**



PROPRIETARY FUND	(1)	(2)	(3) BUDGET YEAR ENDING 06/30/24	
	ACTUAL PRIOR YEAR ENDING 6/30/2022	ESTIMATED CURRENT YEAR ENDING 6/30/2023	Tentative	FINAL APPROVED
<b>OPERATING REVENUE</b>				
Charges for Services	18,590,272	20,498,091	22,012,400	22,129,162
Recreation Facility Fee	830,977	3,696,462	-	-
Operating Grants/Intergovernmental Revenue	17,000	139,909	116,984	14,985
Interfund Services	149,813	131,153	14,985	-
Misc Revenue		5,000		116,984
<b>Total Operating Revenue</b>	<b>19,588,062</b>	<b>24,470,615</b>	<b>22,144,369</b>	<b>22,261,131</b>
<b>OPERATING EXPENSE</b>				
Salaries & Benefits	9,037,152	10,420,594	10,906,559	10,793,059
Cost of Goods Sold	1,305,464	1,367,643	1,162,500	1,162,500
Services & Supplies	4,941,072	4,781,699	5,072,159	4,995,064
Utilities	1,125,484	1,548,672	1,692,125	1,692,125
Insurance	442,932	427,200	485,900	485,900
Legal & Audit / Professional Services	26,690	31,384	40,255	40,255
Central Services Cost	999,759	1,161,310	1,202,232	1,188,682
Fuels Management	77,970	100,000	100,000	100,000
Depreciation/Amortization	2,960,293	2,711,592	2,445,100	2,445,101
<b>Total Operating Expense</b>	<b>20,916,816</b>	<b>22,550,094</b>	<b>23,106,830</b>	<b>22,902,686</b>
<b>Operating Income or (Loss)</b>	<b>(1,328,754)</b>	<b>1,920,521</b>	<b>(962,461)</b>	<b>(641,555)</b>
<b>NONOPERATING REVENUES</b>				
Interest Earned	(17,441)	124,442	407,900	407,900
Non Operating Leases	131,523	140,379	128,950	128,950
Capital Grants		1,139,422		
Gain on sale of assets	47,927	11,855		
Insurance Proceeds	97,894			
Misc Revenue	328,456			
<b>Total Nonoperating Revenues</b>	<b>588,359</b>	<b>1,416,098</b>	<b>536,850</b>	<b>536,850</b>
<b>NONOPERATING EXPENSES</b>				
Interest Expense	12,501	6,157		
<b>Total Nonoperating Expenses</b>	<b>12,501</b>	<b>6,157</b>	<b>-</b>	<b>-</b>
<b>Net Income before Operating Transfers</b>	<b>(752,896)</b>	<b>3,330,462</b>	<b>(425,611)</b>	<b>(104,705)</b>
<b>Transfers (Schedule T)</b>				
In				
Out				
<b>Net Operating Transfers</b>				
<b>CHANGE IN NET POSITION</b>	<b>(752,896)</b>	<b>3,330,462</b>	<b>(425,611)</b>	<b>(104,705)</b>

Incline Village General Improvement District  
(Local Government)

SCHEDULE F-1 REVENUES, EXPENSES AND NET POSITION

Community Services Fund

## **EXHIBIT "D"**



## Multi-Year Capital Improvement Project Summary Report

Run Date 3/29/23

Department Description	Project #	Project Title	Updated FY 2024	Updated FY 2025	Updated FY 2026	Update FY 2027	Updated FY 2028	Updated 5-Yr Total
	3462HE1712	Red Fox Ski Lift Maintenance and Improvements	64,000					64,000
	Rolling Stock	Fleet / Vehicle Replacement - Ski	641,000	920,000	184,400	320,000	737,900	2,803,300
	3453FF1706	Replace Main Lodge/Snowflake Lodge Dining Furniture and Fixtures						-
	3453FF1707	Replacement of Main and Snowflake Lodge Kitchen Equipment						-
	3464SI1002	Snowmaking Infrastructure Replacement	504,000	100,000	600,000	260,000		1,464,000
	3468RE0002	Replace Ski Rental Equipment		300,000		160,000		460,000
	3468RE1609	Replace Ski Rental Machinery		40,000				40,000
	34BD2101	Replace Ski Lodge Facility Equipment		145,000				145,000
	3499CE2201	Installation RFID - Software and Gantries						-
	3499OE1502	Skier Services Administration Printer Copier Replacement 1210 Ski Way						-
	<b>Total</b>		<b>1,530,443</b>	<b>2,285,000</b>	<b>1,564,400</b>	<b>1,265,000</b>	<b>947,900</b>	<b>7,592,743</b>
Ski Master Plan	3653BD1502	2015 Ski Area Master Plan Implementation - Phase 2 Snowflake Lodge and Activities	250,000	4,500,000	4,500,000			9,250,000
	3653BD1503	2015 Ski Area Master Plan Implementation - Phase 3 Mountain Trail and Lift Improvements					19,500	19,500
	3653BD1504	2015 Ski Area Master Plan Implementation - Phase 4 Mountain Lift Improvements						-
	<b>Total</b>		<b>250,000</b>	<b>4,500,000</b>	<b>4,500,000</b>	<b>-</b>	<b>19,500</b>	<b>9,289,500</b>
Parks	4378LI2104	IVGID Community Dog Park	1,000,000					1,000,000
	4378RS1501	Replace Playground - Incline Park		20,000		150,000		170,000
	4378BD1605	Aspen Grove Flatscape and Retaining Wall Enhancement and Replacement			250,000			250,000
	4378BD1701	Dumpster enclosure - Incline Park		45,000				45,000
	4378BD1710	Storage Container replacement				20,000		20,000
	4378BD1801	Preston Field Retaining Wall Replacement		500,000				500,000
	4378BD2102	Batting cage - Incline Park						-
	4378BD2201	Incline Park 2 bleacher replacement				75,000		75,000
	★ 4378BD2202	Skate Park Enhancement	500,000					500,000

## **EXHIBIT "E"**

## Do You Realize That Staff Snuck in \$500K of Appropriations For The Skateboard Park Enhancement Project in The Current 2023-24 Budget After The Board Expressly Refused to Approve This Level of Appropriations? So What Do You Intend to Do About It? And Do You Really Think This Type of Staff Wrongdoing is Limited to The Skateboard Park Enhancement Project?

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**From:** <s4s@ix.netcom.com>  
**To:** Schmitz Sara <schmitz\_trustee@ivgid.org>  
**Cc:** Dent Matthew <dent\_trustee@ivgid.org>, Tonking Michaela <tonking\_trustee@ivgid.org>, Noble Dave <noble\_trustee@ivgid.org>, Tulloch Ray <tulloch\_trustee@ivgid.org>, <bma@ivgid.org>, White Heidi <hwh@ivgid.org>  
**Subject:** Do You Realize That Staff Snuck in \$500K of Appropriations For The Skateboard Park Enhancement Project in The Current 2023-24 Budget After The Board Expressly Refused to Approve This Level of Appropriations? So What Do You Intend to Do About It? And Do You Really Think This Type of Staff Wrongdoing is Limited to The Skateboard Park Enhancement Project?  
**Date:** May 26, 2024 1:02 PM

---

Chairperson Schmitz and the Other Honorable Members of the IVGID Board -

You know, the more one studies what our wonderful staff have done on our behaves, the more arrogance and wrongdoing is revealed. And here I will speak about one small example which I am certain is emblematic of far more wrongdoing!

It's the skateboard park enhancement project #4378BD2202. In the current budget materials, staff tell us this is a carry forward project and a remaining \$476,971 of approved carry forward funds exist (a copy of the same will be attached as Exhibit "A" to the written statement I intend to submit for inclusion in the minutes of the Board's May 28, 2024 meeting).

Wait a minute. Where did \$476,971 of prior appropriations come from?

This project was approved as part of the 2022-23 budget. However, only \$10,000 was appropriated. And staff estimated that the total cost of improvements over a five year period would be \$190,000. I have downloaded the project summary sheet for this project (a copy will be attached as Exhibit "B" to the written statement I intend to submit for inclusion in the minutes of the Board's May 28, 2024 meeting), and this is exactly what it says!

Then for 2023-24, Indra told us we had qualified for a \$250,000 grant from the county, specifically for skateboard park improvements. Even though that grant does not appear in the 2023-24 budget [look at page 12, Schedule F-1, filed with the Dep't of Taxation (a copy will be attached as Exhibit "C" to the written statement I intend to submit for inclusion in the minutes of the Board's May 28, 2024 meeting)].

Then on May 25, 2023 Brie Waters came to the Board and asked that appropriations for this project increase to \$500,000. And the Board did **not** give Ms. Waters what she had requested. I was there. And I've read the minutes of that meeting just to make sure, and I am right.

So dummy me thought we were back to an estimated \$190,000 budget for the skateboard park enhancement project. Boy was I wrong.

Only because of the current reference to \$476,971 of skateboard enhancement carry forward monies in the the proposed budgetary materials, I went researching.

And what I discovered was that the 2023-24 included \$500,000 for this skateboard project [it appears in the Multi-Year Capital Improvement Project Summary Report I have downloaded (a copy will be attached as Exhibit "D" to the written statement I intend to submit for inclusion in the minutes of the Board's May 28, 2024 meeting)]. In other words staff came to the Board to secure approval for this

enhanced project, they didn't get it, and then staff ignored the Board's refusal and deceitfully snuck it in anyway. In other words. Indra.

Am I right about this Kate Nelson? How about it Brie Waters? How about it Bobby Magee? How about it Adam Cripps? Did the Board unknowingly budget \$500,000 in the current budget for skateboard park enhancements?

If the answer is yes, then heads need to roll board members. All staff members in any way, shape or form involved in securing \$500,000 approval for the skateboard park enhancement project need to be terminated! And the \$500,000 staff deceitfully stole from the Community Services fund balance, needs to be returned.

This brings me back to the reference to \$476,971 of carry forward monies for this project in the current budgetary materials. Does this mean that out of a combined \$510,000 which has been appropriated for this project, \$33,029 has been spent? And if so, what has it been spent on?

And if you think this wrongdoing is limited to the skateboard project, you're crazy. What we really need to do is investigate EVERYTHING in the detail I have investigated this episode, so that we learn the full truth. Because you can't trust these people.

Just like you can't trust them to come forward with a budget along the lines suggested by a majority of the Board which incorporates massive cost reductions.

One final thing. I am making a public records request for records which evidence every expenditure on project #4378BD2202 to date. I want to know when the expenditure was incurred, what it was for, how much was paid and when, and who approved payment. That's why I am sending a copy of this e-mail to our GM and Board Clerk Heidi White.

Thank you for your cooperation. Aaron Katz

**From:** ↓  
**To:** [Heidi White](#)  
**Subject:** YOU HAVE NOT RESPONDED - Fwd: Protest of the Change to the RFF/BFF  
**Date:** Wednesday, May 29, 2024 7:39:44 AM

---

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

YOU HAVE NOT RESPONDED - This is NOT "excellent customer service," Which IVGID includes as a requirement in its job description.

----- Forwarded message -----

**From:** J <[j.gumz1@gmail.com](mailto:j.gumz1@gmail.com)>  
**Date:** Tue, May 28, 2024 at 8:26 AM  
**Subject:** Protest of the Change to the RFF/BFF  
**To:** Ray Tulloch <[tulloch\\_trustee@ivgid.org](mailto:tulloch_trustee@ivgid.org)>, Sara Schmitz <[trustee\\_schmitz@ivgid.org](mailto:trustee_schmitz@ivgid.org)>, Matthew Dent <[dent\\_trustee@ivgid.org](mailto:dent_trustee@ivgid.org)>, Noble Dave <[noble\\_trustee@ivgid.org](mailto:noble_trustee@ivgid.org)>, Tonking Michaela <[tonking\\_trustee@ivgid.org](mailto:tonking_trustee@ivgid.org)>  
**Cc:** Heidi White <[hwh@ivgid.org](mailto:hwh@ivgid.org)>

Trustees:

I formally protest the adoption of the RFF/BFF, which is a CHANGE from the amount in the prior year.

Please include this as a public comment in the meeting of May 29, 2024.

Please acknowledge receipt of this message.

J. Gumz

1  
2 INCLINE VILLAGE  
3 GENERAL IMPROVEMENT DISTRICT  
4 BOARD OF TRUSTEES  
5  
6  
7  
8  
9 TRANSCRIPT OF HEARING  
10 PUBLIC MEETING  
11 Live and Via Zoom  
12  
13 Held at the Boardroom  
14 893 Southwood Boulevard  
15 Incline Village, Nevada  
16  
17 Wednesday, May 29, 2024  
18  
19  
20  
21  
22  
23  
24 Reported by: Brandi Ann Vianney Smith  
25 Job Number: IVGID 42

1 APPEARANCES  
2  
3 **BOARD MEMBERS PRESENT**  
4 SARA SCHMITZ, CHAIR (via Zoom)  
5 MATTHEW DENT, VICE CHAIR  
6 MICHAELA TONKING, SECRETARY  
7 RAY TULLOCH, TREASURER  
8 DAVE NOBLE, MEMBER  
9  
10  
11 **ALSO PRESENT**  
12 SERGIO RUDIN, LEGAL COUNSEL  
13 HEIDI WHITE, DISTRICT CLERK  
14  
15 -o0o-  
16  
17  
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1 Incline Village, Nevada - 5/29/2024 - 6:00 P.M. 4  
2 -o0o-  
3  
4  
5 TRUSTEE DENT: I'd like to call the IVGID  
6 board meeting to order. Today's is Wednesday, May  
7 29th, it is 6:00 p.m. We are located at 893  
8 Southwood Boulevard, and we're also online via Zoom.  
9 We will begin with item A, the Pledge of Allegiance.  
10 A. PLEDGE OF ALLEGIANCE  
11 (Pledge of Allegiance.)  
12 B. ROLL CALL OF THE TRUSTEES  
13 TRUSTEE DENT: Trustee Tulloch?  
14 TRUSTEE TULLOCH: Present.  
15 TRUSTEE DENT: Trustee Tonking?  
16 TRUSTEE TONKING: Here.  
17 TRUSTEE DENT: Trustee Noble?  
18 TRUSTEE NOBLE: Here.  
19 TRUSTEE DENT: Trustee Schmitz?  
20 CHAIR SCHMITZ: Here.  
21 TRUSTEE DENT: And I'm Trustee Dent. All  
22 five trustees are present.  
23 C. INITIAL PUBLIC COMMENT  
24 MR. KATZ: Good evening. Aaron Katz,  
25 Incline Village. I have several written statements

5  
1 I've given to Mr. Magee to be attached to  
2 the minutes of the meeting.  
3 I'd like to talk a little bit about how we  
4 got into the financial mess we're in, my view at  
5 least. Art Wood, who started Incline Village, had a  
6 vision and his vision was not what we've got today.  
7 But unfortunately over the years, our predecessors  
8 took in more and more of our community facilities,  
9 even though we were not large enough to financially  
10 support them, which over the years, cost us more and  
11 more to maintain. Then everything we obtained ended  
12 up costing more and more to renovate and improve  
13 because improvements don't last forever. Then we  
14 had to hire more and more personnel. Then we got  
15 this notion that, well, although we can't  
16 financially support all of this, let's go into the  
17 commercial recreation business. And now we're  
18 trying to attract the tourist of the world.  
19 Well, eventually the chickens would come  
20 home to roost, and they've come home. We're not a  
21 city, we're not a town, we're not a homeowners  
22 association. We're a limited purpose special  
23 district with limited powers. And we can't afford  
24 to pay the people that we have here what we're  
25 paying, and we're grossly overpaying for staff.

7  
1 Memorial Day commemoration on the proposed war  
2 memorial site on the Village Green. As you can see  
3 from the photos that I have, it was fairly well  
4 attended. It included the Incline Village Junior  
5 ROTC, that' the color guard. We had a bagpiper  
6 commemoration and some speeches. As you can see by  
7 the photos, as I've said before, it truly is the  
8 perfect site. And the stairs, the natural stage,  
9 it's served us well.  
10 We will be doing the 4th of July ceremony  
11 this year at the same site. The Incline Village  
12 parade will terminate at that site, as well as the  
13 flag retirement ceremony that the Boy Scouts of  
14 America do at that site.  
15 Once again, I would like to entreat you to  
16 consider the proposal for the war memorial at this  
17 location, and to formally vote and accept this as  
18 the proposed location. Frankly, we're in limbo  
19 until it does happen. We think that we could get  
20 the cobblestone plaza done in about three days, the  
21 flagpoles, about the same amount of time, and of  
22 course the monument would take longer to do. Please  
23 note that we have a limited construction season here  
24 in Incline Village and we'd like to try to get  
25 something done this year. If not, we're into next

6  
1 I saw in the news the other day the school  
2 district hired a new superintendent, and they said  
3 his salary was \$280,000 a year. Well, that's  
4 basically less than what Mr. Magee's been paid.  
5 Although that may be a legitimate salary for a  
6 superintendent of a school district, I submit it's  
7 not an appropriate salary of a general improvement  
8 district. So we have at a deficiency, financially,  
9 and it's growing more and more. Now look at our  
10 central services transfers, they've gotten  
11 completely out of hand.  
12 Mr. Magee says, "Where does the money come  
13 from to cover the deficiency?" If it's a legitimate  
14 question, we have no source other than the rec fee,  
15 but the rec fee is not a tax, and you're using it as  
16 if it is a tax. In fact, your budgeting to include  
17 it in your budget and then trying to budget expenses  
18 that'll match for it, which is totally improper.  
19 Our envelope is too large, we need to  
20 downsize, we need to dispose, we can't keep going as  
21 we're going, it's unsustainable. It's worse than  
22 ware and I ask we start divesting ourselves.  
23 Thank you.  
24 MR. GROSS: Good evening, Michael Gross.  
25 I just wanted to share that we held the

8  
1 spring.  
2 Please look at the charts, well attended,  
3 we even had a large 3x5 poster of the proposed  
4 monument on display, and a lot of people came up  
5 afterwards and looked at it. All were there, and,  
6 yes, there were dogs there and -- but we had a great  
7 time, and it was well attended.  
8 Thanks for your time.  
9 MS. JEZYCKI: Good evening. Michelle  
10 Jezycki. I'm a resident of Incline Village.  
11 Safe to say that the last budget meetings  
12 were painful, and I share the frustration of  
13 everyone that has experienced that. It seems quite  
14 unorganized, duplicative, and at some point the  
15 documents that we could access online seem to be a  
16 large data dump of all kinds of line items that were  
17 not categorized. It didn't seem like prudent  
18 financial management and didn't resemble any sense  
19 of zero-based budgeting. It appears that we need a  
20 finance office that can coordinate and escort these  
21 departements through the budget process, rather than  
22 play telephone operator.  
23 I'm curious where the strategic initiative  
24 is in this process; speaking of which, because my  
25 background is in HR, I'm gravely concerned about the

9

1 role of HR in this process. For these days-worth of  
 2 the painful and unfortunately largely unproductive  
 3 budget meetings, the increasing staff costs has been  
 4 consistently raised and questioned, and rightfully  
 5 so. Is our HR a function, merely transactional  
 6 office or are they a strategic partner of  
 7 leadership? If not the latter, I recommend bringing  
 8 them to the table as human capital is a key element  
 9 to the success of our district. These questions  
 10 should be able to be answered by HR in collaboration  
 11 with our GM.

12 I'd also like to point out from what I  
 13 could tell of the documentation that I was trying to  
 14 sift through, that it appears there is a 68 percent  
 15 increase in the consultive services. At some point,  
 16 it seems like we're hiring consultants for our  
 17 consultants while the reports that they create seem  
 18 to be, historically at least, collecting dust. The  
 19 assistant GM, whether it's funded or not funded, has  
 20 been called out on numerous occasions, not most  
 21 recently, but I believe that the idea of creating  
 22 that is basically like throwing darts in the dark.  
 23 I think we need to back up and look at HR function  
 24 as an overall process and system of the District.  
 25 I'm happy to hear that the community

10

1 ambassador position was turned down last night. It  
 2 seems there's a need to conduct a classification and  
 3 compensation study to truly identify the positions  
 4 that we have adequately staffed, and which roles or  
 5 voids that need to be filled. Conducting such a  
 6 class and comp study will also ensure we are in line  
 7 with market pay for all positions.

8 At one point another position was  
 9 discussed, it was not brought last night but the  
 10 previous budget meeting, regarding the senior HR  
 11 analyst and risk management position that was vacant  
 12 for ten years. Again, I think a class and comp  
 13 study would be beneficial.

14 The beach house, the access study from 4  
 15 million to 16, that's goes without saying, seems to  
 16 me we need to go back to the drawing board.

17 With HR costs increasing, I think there's  
 18 plenty of talk, we talked about the -- I just ran  
 19 out of time.

20 MR. HOMAN: Mick Homan, Incline resident.  
 21 I have a couple of suggestions on the  
 22 proposed budget.

23 First, stop the shell game with the  
 24 general fund. The fund's in dire financial  
 25 condition due to excessive spending and revenues

11

1 that aren't keeping pace. The recommendation to fix  
 2 this by allocating millions of dollars of costs from  
 3 the general fund to other departments is window  
 4 dressing. It's a smokescreen that harms the  
 5 District. Our recreation venues already have  
 6 bloated cost allocations, increasing them only makes  
 7 it impossible to properly manage their performance.

8 In addition, allocating more costs to  
 9 departments and venue managers who have no ability  
 10 to influence or optimize the underlying costs  
 11 reduces accountability and makes it impossible to  
 12 effectively manage them. We need allocation  
 13 policies that provide better transparency so we can  
 14 shed light on issues and facilitate real solutions.

15 Second, let's face economic reality. The  
 16 recommended budget has a \$4.6-million deficit;  
 17 that's not acceptable or sustainable. We need a  
 18 constructive combination of reduced spending and  
 19 increased revenue to fix this. On the cost side,  
 20 start with some low-hanging fruit. Eliminate the  
 21 1.6 million for the beach access project, and  
 22 340,000 to fund the new GM role -- assistant GM  
 23 role. Neither's needed. Eliminate spending on  
 24 consultants for accounting processes or cost  
 25 allocations. We're short staffed, so we can't even

12

1 keep up with basic tasks. We need to staff  
 2 organization before we can take on more. However, I  
 3 do think slashing the marketing budget is  
 4 shortsighted. With underutilized golf and ski  
 5 facilities, every dollar spent on effective  
 6 marketing can deliver a multiple in terms of added  
 7 revenue. On the revenue side, we see little  
 8 increase in tax revenues in recent years. Can we  
 9 lobby Washoe County to make sure we're getting our  
 10 fair share?

11 One source we do control is the facility  
 12 fee. We have trustees stating the \$780 in the  
 13 proposed budget is too high. They talk as if our  
 14 rec facilities should be self-sustaining. At best,  
 15 that's disingenuous. We're fortunate to have one  
 16 venue that subsidizes the rest. For municipalities,  
 17 parks and recs is a service that is supported by  
 18 property taxes. The reality is the fee needs to  
 19 increase. We need to cover our budgeted shortfall  
 20 to avoid going insolvent. It's needed for the  
 21 backlog and critical capital projects and to address  
 22 the deferred maintenance list. We're kicking the  
 23 can down the road because we don't have the funds to  
 24 do regular maintenance, and it shows in the  
 25 condition of our facilities. The proposed fee is

13

1 roughly the same as it was 16 years ago. We receive  
 2 an incredible value for the fee, even at two to  
 3 three times the prosed amount. As a resident, I  
 4 have no problem with an increase.

5 Trustees have mentioned bonding is an  
 6 alternative for funding rec infrastructure, that's  
 7 fine, but only in combination with an immediate  
 8 increase in the facility fees. Bonding costs more  
 9 in the long run, particularly at today's interest  
 10 rates along with legal and unwriting fees. And of  
 11 course we'll need to increase the facility fees to  
 12 pay for the borrowings anyway. So let's stop  
 13 kicking the can down the road. Let's make the  
 14 decisions that we need to make now.

15 Thank you.

16 MR. DOBLER: I'm going to try to discuss a  
 17 few things that maybe you should consider. We were  
 18 concerned about the rec fee that it was being used  
 19 for programs because if you read the statute, the  
 20 statute says to be used -- to make the facilities  
 21 available for use. The facilities. We interpreted  
 22 that is the money for the rec fee should be poured  
 23 into capital assess, but not for programs.

24 We had the Audit Committee, and the Audit  
 25 Committee, in general, agreed that that was indeed

14

1 the case, but the lawyer at the eleventh hour said,  
 2 well, these programs are incidental, and the word  
 3 "incidental" can be anything you want it to be.

4 So I thought we had come to a conclusion,  
 5 and I know Tonking was all for it because it makes a  
 6 lot of sense, that we had eight years where we did  
 7 not need the rec fee for operations at all, and the  
 8 rec fee could be used only for capital projects.

9 And we said, well, that's great. Now we're actually  
 10 complying with the statute, and at the same time,  
 11 our operations, while not breaking even for  
 12 depreciation, at least we're not funding money out  
 13 of the door to support programs. That worked fine  
 14 for six or seven years. The problem is as we raised  
 15 the rec fee for capital projects, very little, if  
 16 anything, got done. I went back and looked  
 17 yesterday.

18 Our capital project expenditures versus  
 19 budget was only 47 percent. As a result, we built  
 20 up this huge fund balance of capital in the  
 21 community service fund, and now it's been -- the  
 22 last year and this current budget, it's being eaten  
 23 away by overspending for operations. But you need  
 24 to get a handle on the truth of this whole thing is  
 25 that you got to be able to support your operations.

15

1 We have a huge infrastructure that is going to need,  
 2 in my view as a developer, around \$50 million over  
 3 the next ten years to keep these facilities in  
 4 tiptop shape. And you're not going to do it by  
 5 feeding it in operations.

6 And you can raise it to whatever you want  
 7 to. The poor, hard-working people are going to get  
 8 their rents raised, and maybe the elite like Mr.  
 9 Noble doesn't really care about that, but for I'm  
 10 for the poor guys and I'd like to see this thing  
 11 being more properly operated.

12 Thank you.

13 MS. MILLER: Pamela Miller, Incline  
 14 Village.

15 I've been listening to the comments, and I  
 16 just want to point out that there's a tremendous  
 17 amount of people in Incline Village that are really  
 18 hurting right now because of the insurance crisis.  
 19 For instance, at Ski Way Ridge, their monthly  
 20 assessments went from \$500 a month to \$1,700 a  
 21 month. I live at White Pines Estates, and we were  
 22 paying \$28,000 for insurance, comprehension, we were  
 23 given a policy for \$1,350,000 per year with a  
 24 \$250,000 deductible, and we said we can't possibly  
 25 do that. Then we were given a policy of \$168,000

16

1 a year with a \$50,000 deductible and no wildfire  
 2 coverage, no snow coverage, no ice coverage, hail,  
 3 sleet, rain, and exterior walls only, and then a  
 4 whole, long list of exclusions.

5 I would venture that half the people --  
 6 and I know individual homeowners are being impacted,  
 7 but condos are rated commercial, and so insurance  
 8 has gone up, 8-, 9-, 10-, 12-fold, and I'm hearing  
 9 stories all over town of people thinking that they  
 10 need to move because they can't pay the \$14,000  
 11 special assessments, in some case, \$20,000 special  
 12 assessment, so I'm just not real sure that this is  
 13 an appropriate time to be looking at increased fees  
 14 for the general population with all the other  
 15 increases in fees that are going up right now.

16 TRUSTEE DENT: Zoom, please.

17 MS. KNAAK: Oh, hi. Yolanda Knaak, Martis  
 18 Peak.

19 I just wanted to weigh in that I agree  
 20 with Mr. Dobler's comments that we need to think  
 21 about some of these people that are struggling  
 22 with -- financially. And also with the last  
 23 comment, I've heard a lot of the condos, which I  
 24 don't live in a condo, but I've heard a lot of them  
 25 are having trouble with insurance, and that's really

17

1 concerning.

2 Thank you very much.

3 MR. WRIGHT: Frank Wright, Crystal Bay.

4 I'm a candidate for the Board of Trustees,

5 and as I look down the road, I'm not sure what the

6 current board is going to leave for the new trustees

7 coming in. If I were elected, I'd feel horrible

8 about walking into a nightmare that's before us.

9 There is some serious financial problems. We got

10 board packets that they copied the Los Angeles phone

11 book and put it out as a board packet, there's not a

12 lot of substance in it. They're not doing too many

13 things that are really beneficial to our community,

14 and they're trying to cover it up by putting stuff

15 out that makes no sense.

16 We have a problem. It's upon us. The

17 condo owners, they're not the only people who are

18 going to be facing the dilemma of the entire

19 insurance premiums. The apartments as well, with

20 some of the poor people in our town are going to be

21 facing much larger rents and will probably have to

22 leave town. And you're going to throw a \$8- \$9,000

23 rec fee out. And, by the way, the rec fee really

24 isn't even a legal tax. It's illegal. It's a fee

25 that's a tax to our property taxes, but it's a fee,

18

1 and there's no statutory limit on it. You could go

2 a hundred, 200, 3,000, 5, you can go to anything you

3 want. But what are you getting for it?

4 My complaint in the last go-around when

5 you took the rec fee away and didn't have one the

6 last couple of years, what am I getting for it?

7 What exactly is being delivered to my property? The

8 answer's nothing. Nothing. I get nothing for it.

9 And why would you pass a rec fee and make the people

10 who live here pay for something they already own?

11 It doesn't make sense. And if you're using it not

12 for purposes other than what it's supposed to be

13 for, then you're stealing, and it would also be

14 stealing from the people in town. The condo owners

15 and the people in the apartments, they're the ones

16 hit now, but pretty soon, it's going to go to the

17 homeowners and their insurance rates are going to go

18 up.

19 I just don't understand how we cannot make

20 any kind of budget cuts by eliminating overspending.

21 And when has anybody in this town ever seen

22 reductions in employment, reductions in costs,

23 reductions in spending? We don't see that. All we

24 see is we have more and more ideas of putting bigger

25 and bigger facilities in. Unbelievable.

19

1 You haven't got the money to put a

2 \$12-million facility down at the beaches. How are

3 you going to do that? Mr. Noble wants to bond, he

4 bonds everything, but you gotta pay it off, and it's

5 only a four-month operation. Who in the heck was

6 thinking in their right mind to put a \$12-million

7 operation in in a four-month season?

8 All these things are falling apart. Our

9 tennis courts are falling apart because we don't

10 take care or maintain them. They want to replace

11 three tennis courts for \$6 million. Give me a --

12 (Expiration of three minutes.)

13 TRUSTEE DENT: Do we have any other public

14 comments?

15 MR. BELOTE: We do not.

16 TRUSTEE DENT: That closes item C.

17 D. APPROVAL OF AGENDA

18 TRUSTEE DENT: Any changes with the

19 agenda?

20 Seeing none, the agenda is approved.

21 Moving on to item E.

22 E. REPORTS TO THE BOARD

23 E 1. Beach Access Survey Results

24 TRUSTEE DENT: Results by Kevin Lyons,

25 Government Sciences, this can be found on page 4

20

1 through 32 of your board packet.

2 MR. LYONS: I was asked to come and just

3 make a few comments on the survey that was done

4 recently. The title was Beach Access. Any

5 questions out of the gate by the way? How long ago

6 was the survey done? The survey was on April 30th

7 and ended May 2nd of this year.

8 TRUSTEE TONKING: Can you talk to me a

9 little bit about how the answers to some of those

10 questions were created? I don't think it was -- the

11 actual range of answer that could exist for a

12 question, and so it felt like it was a very leading

13 survey compared to other ones.

14 MR. LYONS: What would be an example?

15 TRUSTEE TONKING: The first one is one.

16 MR. LYONS: Yeah. The first one's a good

17 one. We can talk to that while you're looking.

18 The first, one of the rules in writing

19 surveys is that you can't expect everyone to

20 actually read the question correctly. And so this

21 is one where the question was: If the beaches were

22 restricted with automated access during the off

23 season, which one of these do you think makes the

24 most sense?

25 And judging from some of comments, a lot

21

1 of the people disregarded the "if the beaches were  
 2 restricted" part. So that question was designed to  
 3 find out the relative value of the three choices  
 4 from people who -- and to wipe out the people that  
 5 are not sure or are not there in the off season.  
 6 TRUSTEE TONKING: Wouldn't it just make  
 7 sense to offer a survey that had a logic sequence  
 8 that said "do you want it?" and then they could go  
 9 into the logic sequence so those who said no  
 10 wouldn't have answered seven of these questions?  
 11 MR. LYONS: The logic, skip logic,  
 12 basically, makes a lot of sense if there's resident  
 13 expertise on the topic. That's one of the important  
 14 quality controls. You don't want -- you don't  
 15 expect a lot of residents to have legal training and  
 16 fiduciary duty experts or anything like that you  
 17 have to be to understand the beach deed issue. And  
 18 so this one focuses the question on what they do  
 19 have good sense on, which is how to use the beach,  
 20 how would they use the beach, and that's what we're  
 21 trying to tap in in answering the question.  
 22 We've talked about Q 1. And moving down,  
 23 Q 2 was designed -- as you guys may remember from  
 24 the training we actually did, there's the what's the  
 25 problem we're trying to solve. And so the design of

22

1 Q 2 was to identify possible plausible problems that  
 2 we heard as we were designing the survey, and  
 3 fortunately as a resident, talking with people as  
 4 well over the years.  
 5 One theory I think on this was that, hey,  
 6 we got a problem to solve because there's too much  
 7 staff time being spent on managing the beach access  
 8 system, and so that's the second choice. You can  
 9 also see the table view if you want to see the full  
 10 questions.  
 11 Addressed the beach overcrowding,  
 12 actually, lowering the cost of staff time,  
 13 preventing unauthorized beach access, making sure we  
 14 keep the beaches private, making it convenient for  
 15 owners and their guests to go to the beaches, and  
 16 then none of these, and the other just as a  
 17 catchall. And by the way, that's the reason we do  
 18 include the "other," there is a catchall so you  
 19 always have a complete answer set if people do want  
 20 to write down something even if they don't read the  
 21 question correctly.  
 22 What we found in Q 2 was that actually the  
 23 convenience for the owners and guests was  
 24 number one. And this actually reminded of a  
 25 discussion we did about ten years ago when we were

23

1 talking about eliminating some of cards, and then we  
 2 realized in that discussion that a lot of people  
 3 really like having their cards, if you can imagine,  
 4 having to go down manually with your guests. But  
 5 it's much more convenient otherwise. And then  
 6 keeping the beaches private was number two, and then  
 7 kind of a tie is the unauthorized beach access and  
 8 then overcrowding, which are different issues, of  
 9 course, and that's why these were separated out that  
 10 way.  
 11 Then number 3 was designed to get some  
 12 ratios of: Keeping our beaches private and  
 13 protecting the beach deed is important to me,  
 14 keeping our beaches private and protected with the  
 15 beach deed is not important to me.  
 16 That's a different question than, for  
 17 example, should we enforce the beach deed, which  
 18 would require more of a legal analysis.  
 19 TRUSTEE TONKING: I feel like that  
 20 question's also leading, though, because you're  
 21 assuming -- at least when I read it and when I read  
 22 this and many other people who reached out to me  
 23 about this survey in concern, is it's saying -- the  
 24 way that it can be interpreted and you could argue  
 25 there's certain words that are legal versus

24

1 enforcing or not, but protecting the beach deed  
 2 could be very important to somebody, but keeping the  
 3 beaches private don't necessarily go hand in hand  
 4 with having access, and you're having an access  
 5 survey.  
 6 I don't agree with some of the wording of  
 7 these questions is all.  
 8 MR. LYONS: Yeah, if you have any specific  
 9 feedback on that one. This is one where it's pretty  
 10 clear that you have "is important" and "not  
 11 important" to me. And we usually don't allow an  
 12 "and" to your point unless you want to know if they  
 13 like both. In this case, the two things are related  
 14 enough that it makes sense to have them combined.  
 15 We're also limited by the number of choices too. Of  
 16 the other choices, we could have separated them out,  
 17 but we had actually covered that in the previous  
 18 question as well.  
 19 Anyway, the ratio there was about ten to  
 20 one in favor of it is important to the people.  
 21 Then we had the: Makes sense to restrict  
 22 off season access to the beaches, so Incline Beach,  
 23 Burnt Cedar, and Ski Beach, and those were more of a  
 24 wash, getting a little more specific into the access  
 25 question. There are some differences there that I

25

1 can point out when I show you another filter as  
 2 well.  
 3           And then the last question was kind of a  
 4 separate topic, which is kicking off, potentially,  
 5 some feedback on the punch card system. It would  
 6 obviously be a longer process, have a dedicated  
 7 survey on that related to the conversation we had  
 8 about ten years ago here.  
 9           In this case, some ideas were thrown out,  
 10 just kind of guest rates, one guest card per  
 11 property, that can be used for venues, that can be  
 12 used for beach access, having free venue uses,  
 13 having a fixed number of free uses, like GH property  
 14 instead of the card. Just throwing out some ideas.  
 15 And support for them was kind of mixed across the  
 16 way. There was no obvious winner there, but there  
 17 was around 20 percent support for everything which  
 18 might be helpful as you move towards thinking about  
 19 a portfolio-type solution for folks. Including none  
 20 of these sound good, which is also about 20 percent.  
 21           Then the last thing to show you is as you  
 22 know with the beach deed, it's a deed related to the  
 23 property owners and their tenants and then the  
 24 property owners' guests. And so really useful  
 25 filter to look at in a survey like this is the

26

1 owner/non-owner filter to see if there's differences  
 2 that maybe go one way or another. To really drill  
 3 down on the owners, what you see is that the owners  
 4 have a clear preference for the pedestrian gate and  
 5 the vehicle gate, whereas the non-owners are a bit  
 6 more of a wash. You're looking at a distribution  
 7 here. Someone said: Is 35 percent a preference, so  
 8 yes, of the three choices, that is your winning  
 9 preference, 21 versus 11 versus 35, that was a  
 10 choose one.  
 11           Now when we get to this one, we have a  
 12 choose three which are most important to you, and  
 13 you can see, basically, the story is there's a  
 14 strong trend, owners care more about the beach  
 15 access and private and convenience than the  
 16 non-owners.  
 17           And coming down to the last one on that  
 18 topic where you have a owner/non-owner difference,  
 19 the non-owners are much more rated against  
 20 restricted access, which kind of make sense if you  
 21 think about it, and also way more in favor the  
 22 ratio, about 11 to 1, in keeping the beaches private  
 23 versus not, versus about 4 to 1 for the non-owners.  
 24 But still, the preference is still there on both  
 25 sides.

27

1           Any other or questions?  
 2           TRUSTEE TULLOCH: There's some confusing,  
 3 I think there may be some confusing messages in it.  
 4 More importantly, when I go through all the  
 5 responses, it's obvious there's people been filling  
 6 in multiple surveys or just passing around multiple  
 7 survey responses.  
 8           How do you ensure that the surveys are  
 9 being actually completed by locals, by legitimate  
 10 parcel owners who are actually paying the bill for  
 11 this and have the deeded rights to the beach? How  
 12 do you filter that type? Because there's multiple  
 13 answers there. Obviously there's been -- I think it  
 14 would be fair to assume there's been people filling  
 15 out multiple responses, telling their friends and  
 16 cousins and grannies to fill them out.  
 17           MR. LYONS: I probably should have pointed  
 18 out -- I was trying to keep it brief -- we have a  
 19 filter called "member panel," and so the difference  
 20 is between the scientific sample, the people who  
 21 were in the panel before the survey and the people  
 22 who might take it and share it. In fact, just for  
 23 fun, I'll show you what this can look like if you  
 24 have -- this is how that can go badly. I was  
 25 showing this to some people today, you can

28

1 actually -- in a case like an ice rink in Canada,  
 2 are we going to keep the ice rink open year round or  
 3 are just going to have it during the winter? And in  
 4 this case what happened is we had 60 percent of the  
 5 panel take it and 1,100 other people took the  
 6 survey. So, yeah, the cocky people were passing it  
 7 around, and as you'd expect, there's a difference in  
 8 the people in the panel, which is almost 2 to 1 have  
 9 not skated or played hockey versus people who took  
 10 the survey from passing it around and maybe took it  
 11 multiple times if they feel like it. But the bigger  
 12 is who takes it, who shares it with what group, that  
 13 was about a 7 to 1 ratio the other way. So, yeah,  
 14 the one that we were just looking at, you do see a  
 15 little bit of that effect where based on the  
 16 comments, the survey had some people who were just  
 17 like don't do anything, don't do beach access, and  
 18 also they just don't care about unauthorized beach  
 19 access or keeping the beaches private.  
 20           That's your off sample there, unscientific  
 21 sample.  
 22           TRUSTEE NOBLE: Can somebody take the  
 23 survey more than once?  
 24           MR. LYONS: From the unscientific sample,  
 25 sure.

29

1 TRUSTEE NOBLE: But when we got this, when  
2 it comes on the email, it's -- I'm assuming that you  
3 can only do it once and then you're locked out.  
4 MR. LYONS: That's correct. Or you can  
5 edit the survey. You can take it once or you can  
6 edit it, but you can only get one response.  
7 TRUSTEE NOBLE: One response, one person.  
8 MR. LYONS: Per user. Yep. Which is  
9 obviously very important, as you just saw too.  
10 TRUSTEE DENT: Thank you, Mr. Lyons.  
11 CHAIR SCHMITZ: I'm wondering what is the  
12 difference, you were showing the two examples of, I  
13 think it was owner/non-owner, and then you had panel  
14 member and non-panel member. What are the  
15 differences between those two categories?  
16 MR. LYONS: Owner/non-owner is the person  
17 is an owner of the property in Incline Village or  
18 Crystal Bay, in the boundary. Or they are a  
19 non-owner of the property, a renter, so their  
20 address is still here but they are an owner or a  
21 renter. Non-owner is just a more general terms that  
22 captures weird cases, but owner versus renter. The  
23 member panel or other is capturing whether the  
24 person was actually in the survey panel when the  
25 survey started which is when -- no one knows when

31

1 that point, then. I know that there's been a lot of  
2 issues getting -- it still doesn't come up on my  
3 phone, I still have to get the email, so that's  
4 requiring I've been on that email. And another  
5 issue is my parents have reached out to you twice to  
6 get it, and they are still not getting it on their  
7 email. It had to be forwarded to them.  
8 I just think that there's some issues and  
9 I just know that within my immediate family, and I  
10 know that they've been actively trying to do it. So  
11 what about all the other people who are signing up  
12 who are running into this glitch who are not  
13 actively trying to reach out to you?  
14 MR. LYONS: I do remember talking with  
15 your dad, and there was no glitch. I don't think he  
16 was signed up, that's what we kind of emailed him  
17 about. That happens sometimes too. There's a  
18 saying in software that the problem with software is  
19 it does exactly what you tell it to do, and I've  
20 certainly been guilty of plenty of operator error in  
21 my life.  
22 There are -- what you look at is the -- we  
23 do monitor for problems that people have, and if  
24 they contact us, we respond immediately to solve  
25 that problem. We treat every resident just like we

30

1 the survey is going to and they just take it at a  
2 high percentage.  
3 It's basically letting you see what the  
4 open, unscientific, Survey Money, or whatever  
5 version of the survey would look like.  
6 CHAIR SCHMITZ: So someone when they say a  
7 non-panel member, that would show you people who  
8 found out about the survey and registered or just  
9 took the survey, so that's where you're saying it  
10 becomes a separation between scientific and  
11 unscientific because you got that delineation?  
12 MR. LYONS: Yeah, that's right. A simple  
13 way to think about the scientific sample versus the  
14 unscientific, open sample is that the representative  
15 sample, the scientific sample is going to look --  
16 the people taking the survey are going to look like  
17 the people not taking it survey, and the biggest  
18 problem you have with bias is knowing what the topic  
19 is, having an interest in the topic, having an ax to  
20 grind, being part of a group that's on one side of  
21 an issue. Whenever that happens, you'll see a large  
22 number of others taking the survey, then you'll see,  
23 typically, a pretty significant difference in the  
24 bias of that open sample versus the member panel.  
25 TRUSTEE TONKING: I have a question to

32

1 treat every mayor or city manager. So, yeah, if  
2 anyone contacts us, if they do have a problem, let  
3 us know, and we'll track it down.  
4 TRUSTEE TONKING: What outreach have you  
5 done to other groups other than the older  
6 generations to get this? Because a lot of them  
7 don't know about it.  
8 MR. LYONS: Well, actually the older  
9 generation -- it's funny. This goes back to when we  
10 started it. We thought the older generation would  
11 be the hardest to reach; they're the easiest to  
12 reach, actually. If you look at the age breakdown,  
13 you'll see a much larger sample of the 60 to 65 and  
14 older.  
15 TRUSTEE TONKING: The older generation  
16 seems to be overly --  
17 MR. LYONS: Yeah. And we are an older  
18 community, of course. But we do -- we do the  
19 surveys, you guys to the outreach, and so we have  
20 done whatever you guys let us do, basically. And if  
21 you want to do some more promotion, you're welcome  
22 to, and we're happy to help as always.  
23 TRUSTEE DENT: Thank you. That closes out  
24 item E 1. Moving on to item F.  
25

33

1 F. CONSENT CALENDAR

2 F 1. Meeting minutes 4/24/2024

3 F 2. Meeting minutes 5/8/2024

4 F 3. Water Pump Station 3-1

5 CHAIR SCHMITZ: I make a motion to approve

6 the consent calendar.

7 TRUSTEE DENT: Motion's been made. Is

8 there a second?

9 TRUSTEE TULLOCH: Second.

10 TRUSTEE DENT: Motion's been made and

11 seconded. All those in favor, state aye.

12 TRUSTEE TONKING: Aye.

13 TRUSTEE TULLOCH: Aye.

14 TRUSTEE NOBLE: Aye.

15 TRUSTEE DENT: Aye.

16 CHAIR SCHMITZ: Aye.

17 TRUSTEE DENT: Consent calendar is

18 approved. All right, moving on to item G 1.

19 G. GENERAL BUSINESS

20 G 1. Tyner Way Emergency Asphalt Replacement

21 TRUSTEE DENT: Review, discuss, and

22 approve the construction contract for Tyner Way

23 emergency asphalt replacement. Can be found on

24 pages 226 through 236 of your board packet, and this

25 is in the amount of \$149,007. Requesting staff

34

1 member interim Director of Public Works Kate Nelson.

2 MS. NELSON: This is result of the water

3 line leak that we had at the end of February. This

4 is to reinstate Tyner Avenue back to a condition

5 that is acceptable by Washoe County.

6 I'm here to answer any questions if there

7 are any.

8 TRUSTEE DENT: Any questions?

9 Seeing none, I'll entertain a motion.

10 TRUSTEE TONKING: I move that the Board

11 approves staff recommendation as proposed.

12 TRUSTEE DENT: Motion's been made. Is

13 there a second?

14 TRUSTEE NOBLE: Second.

15 TRUSTEE DENT: Motion's been made and

16 seconded. Any further discussion by the Board?

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

18 All those in favor, state aye.

19 TRUSTEE TONKING: Aye.

20 TRUSTEE TULLOCH: Aye.

21 TRUSTEE NOBLE: Aye.

22 TRUSTEE DENT: Aye.

23 CHAIR SCHMITZ: Aye.

24 TRUSTEE DENT: Motion passes, 5/0. Thank

25 you. That closes out item G 1. Moving on to item G

35

1 2.

2 G 2.A Resolution No. 1909

3 TRUSTEE DENT: Review, discuss, and adopt

4 Resolution 1909, resolution improving the report for

5 collection of recreation standby service charges,

6 fiscal year '24 and '25. I will make a motion -- I

7 will ask if there's a motion to open the public

8 hearing?

9 TRUSTEE TONKING: I move that we open the

10 public hearing.

11 TRUSTEE DENT: Motion's been made. Is

12 there a second?

13 TRUSTEE NOBLE: Second.

14 TRUSTEE DENT: Motion's been made and

15 seconded. I'll call for question. All those in

16 favor, state aye.

17 TRUSTEE TONKING: Aye.

18 TRUSTEE TULLOCH: Aye.

19 TRUSTEE NOBLE: Aye.

20 TRUSTEE DENT: Aye.

21 CHAIR SCHMITZ: Aye.

22 TRUSTEE DENT: Motion passes, 5/0.

23 As far as the -- this public hearing is

24 being held and we're doing this as requirements of

25 Nevada Revised Statutes. And at this time, I'll ask

36

1 either Mr. Cripps or Mr. Magee to give us a brief

2 overview of the information we were given today

3 that's in front of us.

4 MR. MAGEE: I'll introduce this quickly as

5 Mr. Cripps makes his way to the table. Based on the

6 information and feedback that we've received from

7 the Board over the last few budget workshop

8 sessions, we locked about 20 people into the

9 conference room today and really started digging

10 into the budget again.

11 I sent an email to the Board earlier

12 today, we accepted the Board direction, and we have

13 a new set of recommended budgets for several

14 different funds. And as part of that, what we heard

15 from the Board yesterday is we believed that the

16 Board was okay with the beach facility fee being set

17 at \$330, that is the recommendation that -- from

18 staff you see tonight. And then the rec fee is

19 essentially reduced to zero. And in the budget

20 presentation, that you'll see in the item that

21 follows this.

22 With that, we're happy to answer any

23 questions related to this item.

24 TRUSTEE DENT: One question I do have, did

25 we comply with the notice for this item?

37

1 MR. CRIPPS: Yes.

2 TRUSTEE DENT: Okay. And then do we want

3 to go to public comment at this time? Do we want --

4 okay. We will -- we'll have three minutes for

5 public comment. Your public comment will pertain to

6 the report and collection on the recreation standby

7 services charges. If it's off topic, we will not be

8 hearing those comments at this time. You can wait

9 until the end of the meeting for public comment.

10 If you do have a public comment as it

11 relates to the report of the recreation and standby

12 services charge -- Mr. Dobler.

13 MR. DOBLER: I have batted around probably

14 a thousand pages of what this man would call a

15 budget. Okay? I would call it a small bonfire.

16 But what I find shocking is that am I to understand

17 that rec fee for the community services to be

18 zero? Was that what I heard? Or not? What is it?

19 No one's going to tell me?

20 Well, anyways, what I don't understand is

21 when I look at the budget, all capital improvements

22 had been yanked out, so the budget this year decides

23 that, well, we need all the rec fee, which I don't

24 know how much that is, to support operations because

25 we are going negative, and we're not going to do any

39

1 MR. KATZ: Aaron Katz, Incline Village.

2 Well, I'm confused with procedurally

3 what's happened here. You got your staff sending

4 out a published notice of hearing, and it states all

5 the documents are on file and they're available for

6 inspection, and nothing's on file and nothing's

7 available for inspection. And I go to the offices

8 to take a look at what the documents are, they don't

9 even exist.

10 So, we don't have a report, preliminary,

11 for the collection, we don't have a proposed

12 Resolution 1909, we don't have a board packet of

13 terms, which, by the way, should have here a week

14 before the meeting, not ten minutes ago. Isn't this

15 a violation of Policy 3.10? And if it is, what are

16 you going to do about it? And if you're going to do

17 nothing, get rid of Policy 3.10 because it means

18 nothing.

19 All of this means we don't have due

20 process, and we don't have a meaningful public

21 hearing. Are we just going through the motions and

22 we'll publish something? We don't care if anybody

23 shows up, we don't care what you say, we don't care

24 if you know what you're talking about. Well, I

25 protest.

38

1 capital improvements so I guess everything's okay,

2 which is completely contrary to what I talked about,

3 maybe, 20 minutes ago.

4 I don't know what you guys are doing. I

5 just don't get it. I'll see ya.

6 MS. CARS: I've been out of town, and I'm

7 just kind of shocked that you're reducing the rec

8 fee to zero. Last year, I don't think it was good

9 decision, and I'm not the expert on the budgets.

10 But I know there's so many issues since 18 months

11 ago, the new board came in with a new director of

12 the board, and it's been a 3/2 split, and all these

13 awful decisions. I don't think Noble and Tonking

14 are too lame for all these horrible decisions that

15 are being made, to have a zero rec fee.

16 And we, as community members, have these

17 amazing facilities that people in other cities would

18 pay thousands of dollars for on an annual basis,

19 \$780 is nothing. At least charge 300 or 400 or

20 \$500, but don't go to zero. Don't mess it up. Get

21 some revenue where you can get revenue or figure out

22 what citizens can pay for that, because there's some

23 of us that would gladly pay those fees and use the

24 facilities.

25 Thank you.

40

1 Let's go to the rec fee. You know, you

2 got two things in front of you here. One is do we

3 do a rec fee and what is it? The other thing is,

4 which is Resolution 1909, do we elect to collect it

5 against the county tax roll? Two different

6 subjects. And if I go to 1909, it says you've

7 already passed the rec fee. Well, you haven't.

8 That means your 1909 is dead. You have to pass a

9 rec fee first. How do you pass a rec fee? You go

10 to 318.199, and what does it say? 30 day's notice.

11 Well, you got the publication, how many

12 day's notice has it been? Guess what, less than 30,

13 so you can't even pass the rec fee.

14 I don't know why we got the hearing today.

15 Kill the rec fee. You didn't give notice of it.

16 Kill the election to collect it on the county tax

17 roll because you never passed a rec fee in the first

18 place. Start all over again. And if we're lucky,

19 by the time you get there, it'll be too late for you

20 to collect the rec fee anyhow, and it will be moot.

21 Now, let's look at this report I got here

22 ten minutes ago, and it tells me, oh, well, the

23 Board determined need all of these things for the

24 availability of services and facility. No we don't.

25 My rec fee's going for what? Donations? Red,

41

1 White, and Tahoe Blue, IVGID Magazine, a million and  
 2 a quarter in marking? I'm sure I can come up with a  
 3 hundred other things that have nothing to do with  
 4 the availability of -- you're using it as a tax to  
 5 plug the deficiency on overspending. Stop. If  
 6 you're going to use it, use it for the facilities or  
 7 nothing.

8 Thank you.

9 TRUSTEE DENT: Any public comments online  
 10 for the hearing?

11 MR. WRIGHT: Frank Wright. Candidate for  
 12 the board.

13 Ms. Cars, I'm sure you'd like to spend  
 14 other people's money. You may not have a problem  
 15 paying that. You're getting nothing for it. I  
 16 don't know how you come with that conclusion that we  
 17 are getting something for our rec fees.

18 The rec fee gives nothing, really, to our  
 19 community other than paying bills. It has nothing  
 20 to do with recreation. And if you live in Crystal  
 21 Bay, there's nothing over here that's recreation.  
 22 So you gotta drive four files to find any  
 23 recreation, of which you have to pay when you get  
 24 there.

25 So, we buy the facilities, we fund the

42

1 facilities, we maintain the facilities with our  
 2 supposed rec fee. No, we don't. We don't do  
 3 anything. We have to pay a fee to get there and use  
 4 them, just like everybody else. We should be able  
 5 to get into these places for free. The Rec Center  
 6 should be free.

7 I just don't understand the people in this  
 8 town who are willing to spend other people's money  
 9 by making comments like Ms. Cars just made. It is  
 10 not your money. And most people paying the high  
 11 insurance rates would really like the relief. I  
 12 just think some people in town are really silly,  
 13 going into somebody else's pocketbook and tell them  
 14 how to spend their money. And by the way, the rec  
 15 fee's illegal. It brings nothing to your property.

16 Thank you.

17 MR. ABEL: Michael Able here.

18 My comments are more of a general nature,  
 19 but they do apply to the rec fee. Ladies and  
 20 gentlemen, it looks like the days of Morris,  
 21 Callicrate, and Wong are over. For years, the  
 22 trustees have been led around by the nose by the  
 23 overpaid IVGID management. I guess it's time that  
 24 you gotta to start doing your job as trustees.

25 With our water and sewer rates going up,

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1 the condo fees screaming -- in Incline Village, it's  
 2 time for the Board to step up to the plate, get some  
 3 cajones and balance the budget.

4 Banish insane ideas like the overblown  
 5 Incline Village snack bar. Just hire a couple food  
 6 trucks to do the service. It's only about 120 days  
 7 during the summer. Banish the idea of a \$1,000-plus  
 8 rec fee. Banish the idea of having overpaid  
 9 employees like Susan Herron who is responsible for  
 10 this so-called hearing, which really shouldn't even  
 11 be happening, who does virtually nothing good for  
 12 our district. Banish the idea of the overblown  
 13 tennis court renewal. And finally, finally look at  
 14 outsourcing all of our money-losing food services  
 15 done in house.

16 That's about it this evening, ladies and  
 17 gentlemen. Have a good evening.

18 MS. KNAAK: Yolanda Knaak, full-time  
 19 resident of Incline Village.

20 I just wanted to say we should think of  
 21 the people in the condos that are struggling with  
 22 these high insurance policies, and I think we should  
 23 try to keep our yearly fees low.

24 Thank you.

25 MR. BELOTE: That was the last public

44

1 comment.

2 TRUSTEE DENT: That closes out public  
 3 comment for the hearing.

4 CHAIR SCHMITZ: I just have a question.  
 5 The issue brought up during public comment about the  
 6 fact that we didn't give 30-day notice; is that  
 7 correct? I don't know what date the public notice  
 8 went out.

9 TRUSTEE DENT: We will ask Mr. Cripps  
 10 again. I did ask if we had noticed and adhered to  
 11 NRS, but Mr. Cripps, can you let us know day the  
 12 30-day notice went out?

13 CHAIR SCHMITZ: Then I have a question  
 14 while he's looking for that for Mr. Magee. I don't  
 15 happen to have in my possession Resolution 1909. Do  
 16 all of you there have this document? I don't have a  
 17 copy of it. Has it been published to the website?

18 MR. MAGEE: Yes, it has been published to  
 19 the website. And we do have a copy here on the  
 20 dais.

21 CHAIR SCHMITZ: Okay. I don't have a copy  
 22 of it. For my opinion, this agenda item is  
 23 incomplete. We've have had no opportunity to review  
 24 anything. I haven't even seen a copy of this.

25 As it pertains to the rec fee, I don't

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1 recall -- I do not recall the Board giving direction  
 2 to have a zero rec fee for community services. I  
 3 recall that we asked for a realistic CIP budget and  
 4 for the spreading of the deferred maintenance, R and  
 5 M, over three years to eliminate a one-year spike in  
 6 services and supplies.

7 To me, it appears we continue  
 8 misunderstanding of the Board's request, and I don't  
 9 know why we would have eliminated every single  
 10 capital improvement project. It appears as though  
 11 there's still a misunderstanding of what I perceived  
 12 the Board's direction to be and what has been before  
 13 us today as an apparent result, these  
 14 recommendations on the rec fee.

15 I'm responsible, as the Board Chair, for  
 16 these agendas and materials, and if this was a  
 17 normal board agenda item, this item wouldn't going  
 18 forward because we have not had the materials  
 19 provided to us in a complete, comprehensive manner,  
 20 and we should not be sitting trying to make  
 21 decisions on documents that -- I'm just one trustee,  
 22 but I've never seen this document.

23 I just want to share my thoughts and my  
 24 perspective, and perhaps I misunderstood the Board's  
 25 direction last night, but what I stated here is my

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1 understanding of what the Board directed, and  
 2 actually I reiterated this understanding to  
 3 Mr. Magee this morning. I don't know how we  
 4 continue from my perspective to have these levels of  
 5 understanding between the Board and the General  
 6 Manager.

7 TRUSTEE DENT: Thank you, Chair.  
 8 TRUSTEE TONKING: I just wanted to thank  
 9 Chair Schmitz for saying that because I felt very  
 10 blindsided in this process sitting up here just now.  
 11 I'm glad -- I appreciate you saying that because I  
 12 felt like maybe I had lost what happened at our last  
 13 meeting.

14 TRUSTEE DENT: Last night; right?  
 15 TRUSTEE TONKING: Last night, yeah.  
 16 CHAIR SCHMITZ: It's easy to be bold when  
 17 you don't have to look at people sitting next to  
 18 you; right?

19 TRUSTEE TONKING: Yeah. I don't know  
 20 where the rec fee went, nor do I ever think any  
 21 single person sitting up here had suggested  
 22 eliminating it. We had suggested eliminating the  
 23 \$7-million deficit that been occurred and coming up  
 24 with a way to get rid of that, not the rec fee,  
 25 because that is unsustainable.

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1 I appreciate -- I haven't had an  
 2 opportunity, unfortunately, and I know that you guys  
 3 were rushed and I'm not faulting you for that. I'm  
 4 really impressed with what you were able to put  
 5 together in the short period of time.

6 However, I got this at 3:30, 3:45, I have  
 7 some markups, and, again, still feel a little  
 8 blindsided by this. This is where I'd asked if we  
 9 could possibly think about postponing it. I know  
 10 that is probably frustrating for everyone here and I  
 11 don't want to waste anyone's time, but I also am a  
 12 little concerned about where we are sitting right  
 13 now. I don't want us to talk about the same thing  
 14 for another six hours tonight.

15 TRUSTEE DENT: Understood. Thank you for  
 16 your comments.

17 TRUSTEE TULLOCH: I would echo Chair  
 18 Schmitz and Trustee Tonking's comments on that. The  
 19 stuff's been coming -- ping-pong in during the day,  
 20 every time you start making some notes, something  
 21 else comes in.

22 I still don't see a rolled-up update, I  
 23 don't see a summary for the District as a whole. I  
 24 can't see of the 5 million increase in salaries from  
 25 25 million to 31 million, it's still there. I see

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1 things, salaries, some portions have supposedly been  
 2 removed, no indication of them. Just doing a quick,  
 3 mental arithmetic here, it looks like it's something  
 4 like maybe 300,000 come out rather than the 1.1  
 5 million-plus that we're told previously.

6 As to the dates, my understanding is the  
 7 first date this notice was published, May the 3rd in  
 8 the Tahoe Tribune, and I don't believe 29 minus 3,  
 9 maybe the math expert can correct me on that, 29  
 10 minus 3 is 30. I don't think so.

11 TRUSTEE DENT: Our attorneys are the math  
 12 experts tonight.

13 MR. RUDIN: So, there was reference to NRS  
 14 318.199, which does have a 30-day notice  
 15 requirement. However, that only applies to sewer  
 16 and water services, so that is not applicable to  
 17 setting of the rec fee.

18 The authority to set the rec fee is under  
 19 NRS 318.197, which has no specific notice  
 20 requirements.

21 But the notice requirements for adopting  
 22 the resolution to collect things on tax rolls is you  
 23 have to set a public hearing, give notice for  
 24 two weeks prior to date set, which I believe was  
 25 done.

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1 TRUSTEE DENT: Chair Schmitz, that should  
 2 answer your question.  
 3 I'll ask my colleagues: What do you guys  
 4 want to do?  
 5 I heard the same thing. I would echo  
 6 Chair Schmitz' comments, Trustee Tonking's comments,  
 7 and Trustee Tulloch's comments. We asked for the  
 8 capital projects that we could actually get done be  
 9 put on the budget. We were told, well, if we start  
 10 eliminating projects, we're going to have people  
 11 standing around with nothing to do. And so we go  
 12 ahead and take away all of the projects, so it  
 13 sounds to me like we have nothing for people to do.  
 14 I don't know where we're going with this,  
 15 but, General Manager, that is what you told us last  
 16 night.  
 17 Chair, where would you like to go with  
 18 this? Do we want a brief overview? I don't want to  
 19 waste time telling staff what we told them last  
 20 night. I think we -- we can go back to the live  
 21 stream because direction was given and was clear.  
 22 CHAIR SCHMITZ: I don't know how we -- I  
 23 have questions: What's the deadline for budget and  
 24 what's the deadline for this resolution?  
 25 MR. RUDIN: The deadline for adopting the

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1 it's been happening time and time again. And staff  
 2 is putting so much effort and so much time into  
 3 things, and it's so got to be just frustrating for  
 4 staff to hear us say that this isn't in sync with  
 5 what I'm perceiving the Board gave direction to do  
 6 last night.  
 7 So, I don't know what we do between  
 8 tomorrow -- I mean tonight and tomorrow to try to  
 9 break down whatever this miscommunication barrier  
 10 is, and try to get us financial statements and  
 11 balance sheets and a complete and comprehension  
 12 budget. I don't know how we get from where we are  
 13 today to having a budget to approve.  
 14 I'm really at a bit of loss, and I'm  
 15 wondering what the rest of you suggest.  
 16 TRUSTEE TULLOCH: Okay. I made a  
 17 number of comments last night. I'm going through  
 18 this again today. I think we're very much at a  
 19 cross roads. I heard a lot of these things in  
 20 public comments as well.  
 21 We've noted in this budget proposal, the  
 22 first proposal come in a 26, 20 percent-plus  
 23 increase in salaries from 25, salaries and benefits,  
 24 -- 25 million to 30.1 or 30.31, that's an increase  
 25 of over 50 percent since the '22/'23 -- '21/'22

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1 budget is June 1st under NRS chapter 354. My  
 2 understanding is that the finance department staff  
 3 have talked to the county collectors office, and  
 4 they have been told they also need to have the  
 5 resolution for the charges adopted by the end of  
 6 this month in order to have them collected on the  
 7 tax roll.  
 8 TRUSTEE TONKING: It is June 3rd because  
 9 it falls on a Saturday? Just asking for how much  
 10 days we truly have.  
 11 MR. RUDIN: The statutes says June 1st, so  
 12 I would recommend that you adopt by June 1st.  
 13 TRUSTEE TONKING: I don't know what we do,  
 14 but I do have some feedback of what I would like  
 15 added if we do come back tomorrow, two columns that  
 16 I think would be helpful. If we're going to debate  
 17 it today, we can do that too.  
 18 TRUSTEE DENT: I'd prefer not to debate it  
 19 today. But I think we can -- I haven't even looked  
 20 at this. I got home from work at five o'clock, and  
 21 so I have not looked at what's even in the packet,  
 22 other than the fact that there was zero capital  
 23 improvement projects.  
 24 CHAIR SCHMITZ: I don't know how we stop  
 25 this miscommunication. I mean, it just seems like

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1 budget. We're not doing any new services, we just  
 2 increased this.  
 3 Several members of the public emphasized  
 4 that we do need to fix venues. We're faced with a  
 5 pretty significant expenditure. I just did some  
 6 back-of-the-envelope calculations, and based on the  
 7 16 million for the Beach House, we'd have 30 million  
 8 to renovate and expand a little bit at the Rec  
 9 Center, we'd have 20 million for Snowflake Lodge, we  
 10 probably need 20 million in Diamond Peak in new  
 11 lifts. We've got -- it pretty quickly comes --  
 12 10 million for a new admin building, that quickly  
 13 comes to 100 million. Yes, we can bond it. The  
 14 cost of bonding, that is about 9 million bucks  
 15 a year, that's significant, 9 million bucks a year  
 16 equates over 1,000 bucks a year per parcel just for  
 17 the bonding costs. That doesn't include subsidizing  
 18 operation costs, it doesn't include the ongoing  
 19 capital costs that we're being expected to fund.  
 20 We saw last night in community services  
 21 once you stripped out ski, we're spending 18 million  
 22 to deliver -- to achieve 9 million in revenues.  
 23 That's a pretty hefty subsidy by any estimates.  
 24 For years, we've over-collected on the rec  
 25 fee, supposedly for capital improvements. We've not

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1 done these capital improvements; instead it's  
2 filtered back in and it's gone into building up  
3 budgets.  
4           And I know people will be upset with me  
5 for saying this: Our biggest cots element is  
6 salaries. We need to look at what we're doing  
7 there. Can we really, for a district this size,  
8 with deficits like this, can we afford three general  
9 managers, five directors, all sorts of  
10 superintendents and supervisors and managers? I  
11 could quote one example -- I spare the  
12 embarrassment -- there's a superintendent, a  
13 manager, a supervisor, a crew supervisor, an admin  
14 assistant, one full-time, year-round manual worker.  
15 By what stretch of the imagination is that  
16 sustainable?  
17           I think we've got to be realistic, we've  
18 got to decide: Are we really going to blow 16 to 20  
19 million on a new Beach House when all people want is  
20 toilets? As pointed out by a member of the public,  
21 it's 120 days a year that it's open. Last year, we  
22 took less than \$50,000 in revenue and food, but a  
23 16 million Beach House is going to have a 3.5  
24 million industrial kitchen.  
25           Why don't we just buy a food truck for a

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1 Washington or wherever, but for lot of people in  
2 this community, as we've heard tonight, it's a  
3 significant sum. 1,500 bucks is 30 bucks a week,  
4 that's 120 bucks a month on your rent, basically.  
5           So let's be realistic. I think it's time  
6 we looked closely at what we're doing, we've got to  
7 look at all the sacred cows, we can't just say,  
8 well, this is our staff complement, we've got to  
9 keep that. We're sitting now, we're not going to do  
10 a lot of the capital improvement projects, we're not  
11 going to do any of these.  
12           So out of all the staff that's going to be  
13 involved in that, are they still just going to be  
14 sitting about doing nothing? I mean, that is just  
15 the road to ruin. We're at a turning point, we need  
16 to decide what we want to do as a community. We  
17 need to be realistic for the community as a whole,  
18 what we can afford to spend on new venues, and what  
19 we realistically need for them.  
20           But this whole budget process has been  
21 fascicle. The first the Board saw these numbers was  
22 last Monday. We had a meeting -- this is our fourth  
23 budget meeting. We've been very clear on things.  
24 We keep getting told, well, staff had been taken out  
25 of the budget, but we see no difference in the

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1 quarter of million bucks and change it every five  
2 years and operate out of that? It would be an awful  
3 lot cheaper. But 16 million -- and based on that,  
4 Snowflake Lodge will be 30 million. Let's be  
5 realistic, let's not kid ourselves.  
6           Also let's not be fooled by these  
7 naysayers who say, oh, it's all right, it's okay,  
8 Diamond Peak will keep subsidizing everything, we'll  
9 subsidize all the rec facilities. It doesn't.  
10 We've seen this year, Diamond Peak is basically  
11 breaking even, and that's not counting depreciation.  
12           And our enterprise funds, we're not  
13 collecting -- accounting for depreciation. That  
14 depreciation should then come back to fund the  
15 ongoing capital, not to just keep dipping into the  
16 pockets of taxpayers -- sorry -- fee payers. When  
17 you're actually paying the money, it's actually the  
18 same whether you call it a fee or a tax.  
19           We're hearing from the public, people are  
20 struggling with insurance costs, people are  
21 struggling. We hear people can't afford to get  
22 accommodation here, they can't afford to live here.  
23 Yet then we say, oh well, that's okay. Let's jack  
24 it up, 1,500 is nothing. 1,500 maybe be nothing for  
25 corporate refugees that have come here or come from

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1 salary line. It's -- things -- different blue  
2 sheets are coming in, and I understand staff are  
3 putting a lot of work into that.  
4           Suddenly since between last night and  
5 tonight, we've been able to take out 2.5, 3 million  
6 in services and supplies, so why was that in in the  
7 first place? If we did a proper zero-based  
8 budgeting process, all this would have thrashed out  
9 well before this came to the public and the Board.  
10           I think what's happened is fascicle. I'll  
11 get off my soapbox now, but we as a community need  
12 to decide what we want to do. Do we want to just  
13 make this a further elitist community? A lot of  
14 people in this community are very comfortably off,  
15 but then we hear, well, yes, we used to get cheap  
16 golf. Yes, because you taxed everyone else to pay  
17 for it. The only reason golf was cheaper is because  
18 it was having huge subsidies. We're looking at  
19 this year, we're still -- Championship Golf is still  
20 losing half a million bucks. Yet, supposedly, we've  
21 got everything in order.  
22           Where are we going as a community and what  
23 are we doing here? Let's be realistic, let's all --  
24 staff are a great asset, yes, human capital is good.  
25 But sometimes you can have too much human capital.

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1 As somebody who has done restructurings, it's a hard  
2 thing to do to actually go through your staffing and  
3 look at what you actually and who you actually need.  
4 I've done it several times, and every time I've had  
5 to sit with everyone's that's been let go, I find to  
6 be no longer needed, it's not an easy job to do. I  
7 don't wish it on anyone. But sometimes to keep the  
8 whole thing solvent, you've got to start doing that.  
9 We all said last night looking at the  
10 community services budget: This was not  
11 sustainable.  
12 So what do we do? Well, let's just throw  
13 out the capital. So then we're going to have more  
14 deferred maintenance again next year? All we're  
15 doing is putting Band-Aids on stuff. I'll get off  
16 my soapbox now, but I think it's time that we were  
17 realistic as a community.  
18 Thank you.  
19 CHAIR SCHMITZ: I think where we are  
20 today, we have two choices. We either defer to  
21 passing no budget and, therefore, I believe last  
22 year's budget becomes the de facto budget going  
23 forward, and we need to understand what that means.  
24 Or we try to solve this miscommunication between the  
25 Board and what the direction is so that something

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1 feel like we just shoved everything off.  
2 And then you have sheets, which I  
3 appreciate the cut amounts, and then the impacts of  
4 the service. I would like to know what percentage  
5 of each of those line items that cut amount is.  
6 For legal, you said 33,600, is that all of  
7 legal? Is that 45 percent? Just give me some idea  
8 of what we're cutting because then I can flag some  
9 of those when I go through tonight and go, okay,  
10 these are the ones I'm concerned about cutting.  
11 With that in mind, I would like a third  
12 sheet for each of these that says community  
13 services, you have no wage allocation update, but  
14 you have wage allocation update. Can you also do  
15 one with -- nevermind. I don't need a third. This  
16 will work if you put in the other comp. So, no,  
17 because I can see what you previously proposed.  
18 What I want to be able to do is be like  
19 some of these, I think, there's a \$500 CPR  
20 deduction. If that's the whole CPR budget, I don't  
21 think we should get rid of it because the risk of  
22 somebody having a heart attack at one of our venues  
23 has happened at least every other year, and I would  
24 like somebody there to know CPR because I think our  
25 legal fees will be much more than we just cut.

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1 can come back to the Board in a meaningful manner  
2 for which we can make an informed decision.  
3 But where I see us today is we don't  
4 have -- the information, it isn't what we asked for.  
5 I don't know how we can make a decision about moving  
6 forward.  
7 So I pose to the Board, we have one of two  
8 choices: We either let it fall back to last year's  
9 budget or between tonight and tomorrow, somebody  
10 needs to step up and work with staff to deliver what  
11 the Board has been asking for, because we're not  
12 communicating.  
13 TRUSTEE DENT: Thank you, Chair.  
14 TRUSTEE TONKING: I have a few suggestions  
15 of how you can make this look cleaner, that would be  
16 helpful. A, would be a roll up of everything. That  
17 does not exist, so that is confusing. The other  
18 thing is let's go back to exactly what Trustee Dent  
19 said, what can we do realistically in terms of CIP,  
20 taking both of those sheets that you sent out today  
21 -- and that sheet was super helpful -- where we  
22 were, what you consider roll over and carryforward  
23 and then that we're proposing, let's look at those  
24 two sheets and pick here are the things we truly,  
25 realistically think we can get done so it doesn't

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1 I just wanted to know what some of these  
2 are, and \$500 is not worth it for me. Just throwing  
3 that out there as maybe some general concise things.  
4 I think that covered some of what people had said.  
5 TRUSTEE DENT: This actually came from  
6 interim Director Ms. Nelson, and when we discussed  
7 putting a list together of the projects that could  
8 actually be done, she said, "I know what you guys  
9 want. You want me to make sure we focus on the  
10 things that are a safety issue, and there should be  
11 a top priority."  
12 So last night, you said this is staff's  
13 recommendation, and we had a \$6 million CIP and we  
14 weren't making any changes. And then all of a  
15 sudden today, we're not doing any of them when it  
16 comes to the community services fund, so that just  
17 throws me off. I'm not sure what's going on there.  
18 And then some of comments that the -- what  
19 could happen, it just seems like someone wrote this  
20 and they used a lot of emotion with some of this  
21 stuff. And the fact that we wrote it that way and  
22 we published it, scares me.  
23 TRUSTEE TULLOCH: Can I ask a question?  
24 In terms of -- I see some of these sheets are marked  
25 with allocations and others without allocations. Do

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1 these sheets include reallocation of IT or not?  
2 MR. CRIPPS: Those are just headers, so  
3 the headers were not updated. The IT's been changed  
4 to where it's not included in central services.  
5 TRUSTEE TULLOCH: So the IT is added to  
6 central services now? It's not included in the  
7 salaries and benefits?  
8 MR. CRIPPS: Correct.  
9 TRUSTEE TULLOCH: Okay. That's one stage.  
10 So just a further way of -- we still can't look at  
11 it, which is another reason we need the rolled-up  
12 sheet to be able to see. I looked at utilities,  
13 Public Works, we talked yesterday about eliminating  
14 the position of the maintenance specialist. There's  
15 no change in the salaries. There's absolutely no  
16 change in the numbers in Public Works there in terms  
17 of that.  
18 I'm confused what's been changed without  
19 seeing that rolled-up number. I wanted to see if  
20 that top-line number for salaries and benefits is  
21 now somewhere around the 27, 28, we understand some  
22 cuts have been made, but it's still sitting around  
23 30. We know it's just been smoke and mirrors.  
24 TRUSTEE DENT: Are you guys planning to  
25 put together the services and supplies with a

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1 the supplies and services last year. I don't know  
2 what it is anymore, we've seen so many reports, but  
3 whatever wasn't included in there, whatever boosted  
4 these up to be 40, 60, 80, 100 percent increases, I  
5 just want to know what's really driving that. It  
6 would just be helpful for us when we go back to it,  
7 we look at what happened last year, and we use that  
8 as an example moving forward. We do that every  
9 single year. This is the ninth time we've done it  
10 with the budget since I've been on the board.  
11 This year, it changed quite a bit, and we  
12 didn't really look at the budget until a few days  
13 ago.  
14 TRUSTEE TONKING: And then one more  
15 question on that is when you add that line item, can  
16 you make sure you have what you originally proposed?  
17 I know there was a bunch of those cuts to that  
18 repairs and maintenance line, so I'd like to see  
19 what that looks like just in case that gets lost in  
20 the dialogue of this.  
21 CHAIR SCHMITZ: All right. So once again,  
22 we're repeating ourselves. And we have been  
23 repeating ourselves for probably three meetings now.  
24 I believe our very first meeting we asked for  
25 details on services and supplies as it relates to

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1 separate line item that is repairs and maintenance  
2 and separate out all the repairs and maintenance?  
3 Are we planning on getting that in the blue sheet?  
4 Because I was pretty clear about asking for that  
5 last night, and I think I did about six different  
6 ways.  
7 And, Trustee Tonking, I understand we got  
8 the detailed breakdown in a separate sheet, but we  
9 need it in a summary.  
10 The main point of that was to try and  
11 understand: Are services and supplies really going  
12 up across the general fund by 24 percent? Are they  
13 really going up by 60 percent in some other areas?  
14 But then services and supplies at golf, at  
15 Mountain and at Champ, there's zero change. So it  
16 just throws me off, and I have no clue what's going  
17 on. I'm trying to understand it. That's it. I'm  
18 just trying to understand what's going on there.  
19 And last night when the question was asked, "What's  
20 the reason for these changes?" there was no  
21 response.  
22 TRUSTEE TONKING: Are you saying you want  
23 all repairs and maintenance or just deferred  
24 maintenance?  
25 TRUSTEE DENT: Whatever wasn't included in

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1 the deferred maintenance cost. Trustee Dent was  
2 very clear last night and asked for a breakout line  
3 item underneath services and supplies to give us the  
4 R and M number so that we can see what percentage  
5 the R and M is going up compared to the overall  
6 services and supplies so that we can understand why  
7 these numbers are going up so much, and if it is  
8 deferred maintenance and it's an R and M, we asked  
9 last night to do that.  
10 So we've asked for this probably at least  
11 three times, and I'm concerned. We're sitting here  
12 on a Wednesday night and our budget has to be done  
13 by Friday, and we're repeating ourselves and we are  
14 not communicating with one another. So what is  
15 going to change with the direction being given  
16 tonight from the direction that was given last night  
17 and what the Board is going to be delivered?  
18 Because we didn't ask to have all CIP  
19 removed, and we're just getting ourselves all  
20 twisted up in knots. It doesn't need to be that  
21 hard. We just want to understand the services and  
22 supplies and what the R and M -- what percentage is  
23 R and M driving the services and supplies line  
24 number because that' the huge increase across all of  
25 these.

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1 I don't think that we want to get into  
2 detailed printouts and spreadsheets of what all the  
3 R and M is. We want to see how much, because we're  
4 being told R and M is what's the driver for services  
5 and supplies spiking so much. We want to see that  
6 and we want to understand it so that we can  
7 either -- we've asked to say can we spread some of  
8 this R and M over three years. If we've got  
9 ten year's worth of deferred maintenance, we can't  
10 tackle it all in one year. We're repeating  
11 ourselves.

12 And I want to touch on two things. Last  
13 night I asked about marketing. Marketing, we are  
14 saying that we want to have \$500,000-worth of  
15 marketing, but no one was willing to step up and say  
16 if I have \$500,000 of marketing, my revenue number  
17 and projections will go up. So what justification  
18 does the Board have for increasing the marketing  
19 budget if no one across the District is willing to  
20 say, well, yes, with that marketing budget, I'm  
21 going to increase my revenue by a million bucks.

22 If the Board sees that \$500,000-worth of  
23 marketing is going to cause \$2 million of extra  
24 revenue, of course we can make a decision to go and  
25 increase marketing. But we're sitting there saying

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1 in this budget and we are currently staffed in the  
2 finance department, with the exception of the  
3 director of finance, do we have those needed, vital  
4 people in our finance department and is it in this  
5 budget?

6 MR. CRIPPS: There are still few a few  
7 pending vacancies for finance.

8 CHAIR SCHMITZ: Are they in the budget?

9 MR. CRIPPS: The positions are in the  
10 budget, yes.

11 CHAIR SCHMITZ: Okay. The positions are  
12 in the budget. Good, because that is important.

13 Again, General Manager Magee, where we are  
14 right now today, is there going to be anything  
15 different tomorrow that the Board could sit down and  
16 have all of this miscommunication rectified and that  
17 we can see numbers that we are asking for?

18 MR. MAGEE: So, yeah, there's a lot of  
19 things to unpack here.

20 Staff also heard that there was an  
21 interest in the community services budget in  
22 reducing that number by a minimum of the 4.2  
23 million, which essentially meant going through those  
24 capital projects. And as we started talking to  
25 Ms. Nelson about the prioritization being on health

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1 we want to increase marketing but we're not showing  
2 that revenue changes whether we increase it or  
3 whether we decrease, the revenue number's staying  
4 the same. Which doesn't make sense.

5 Then when it come to fees, if you think  
6 about what Ms. Cars said, Ms. Cars says she's  
7 willing to pay for these wonderful venues. Well,  
8 then our services at those venues needs to cover the  
9 costs. We shouldn't have to be covering it through  
10 a rec fee. If people want to go and enjoy the Rec  
11 Center, then they should pay for the Rec Center. If  
12 they want to golf, they should pay for the golf.

13 Otherwise to you say, well, everyone should pay a  
14 rec fee, she was very eloquent saying "I'm willing  
15 to pay more because I use these venues." Well,  
16 there you go. Our user fees need to change.

17 Then there was a comment about the finance  
18 department. My understanding, with this budget, is  
19 that the financing department is one hundred percent  
20 staffed; is that correct?

21 MR. CRIPPS: There is a very small  
22 component of operations for supplies, very minuscule  
23 things, but it is primarily is staffed.

24 CHAIR SCHMITZ: Okay. No, no. Let me ask  
25 it again: My understanding is that we have budgeted

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1 and safety and the deferred maintenance that we  
2 understood, when we put all of those pieces  
3 together, then, yes, we eliminated the capital  
4 projects that are reprogrammed for next year given  
5 that we have roughly 45 to 50 currently in progress  
6 right now. So, yes, we did do that.

7 And when we finished that process, we  
8 noticed that there was a net positive in the  
9 community services, and that is why the  
10 recommendation ultimately came forward because we  
11 believed that was what the Board was ultimately  
12 trying to do. If that's wrong, it's wrong, and I'll  
13 accept that.

14 Candidly at this point, if somebody's  
15 willing to sit down with us so we make sure we get  
16 this right, I would absolutely take that.

17 TRUSTEE DENT: Well, the Board can appoint  
18 one individual to do that. And if another board  
19 member happened to join, the Board's not appointing  
20 that individual.

21 TRUSTEE TONKING: I have some concerns  
22 with one board member doing it, and this is why I'm  
23 not really trying to offer it. I think we get into  
24 this weird issue where one person says let's  
25 decrease it by 4.2 million -- and I understand you

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1 were very upset in that moment -- but then that's  
2 what happens. Or one member says we don't want a  
3 rec fee, and I will be on the record that I disagree  
4 with that vehemently. I do believe we need a rec  
5 fee.

6 I don't want to see a budget that's based  
7 off of one of our preferences. That is my one fear.

8 TRUSTEE DENT: That's fair.

9 TRUSTEE TULLOCH: I think to be fair, the  
10 4.2 million was not emotion, it was just pointing  
11 out gap, the loss, even after a facility fee -- and  
12 I'm also not on the record as saying zero facility  
13 fee in terms -- zero combined fee in terms of that,  
14 just to clear up some of the confusion that seems to  
15 be in public comments.

16 Even this proposal, it proposes zero rec  
17 and beach fee combined. I'm not -- I'm quite happy  
18 to share it with you, Trustee Tonking. If you want  
19 to take the lead on it, that's fine. I don't want  
20 to either. I spent way too much time on this. I've  
21 gone through and marked up all these budget sheets  
22 every time, and it still keeps coming back and  
23 there's still one figure that keeps coming at the  
24 top, 30 million, 5 million increase in salaries and  
25 benefits. And that's -- you don't need to be a

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1 budget. And we're backed up against a wall. And I  
2 don't know how it is we're going to, in 24 hours,  
3 try to pull this together.

4 But I do have a question for Mr. Magee,  
5 because did I hear you say that reason why it went  
6 to a zero in the CIP is because with the carryover  
7 projects that staff has no capacity to take on any  
8 additional CIP projects this next fiscal year?

9 MR. MAGEE: The original recommendation  
10 included adding these to this, and the Public Works  
11 department said that they did believe that they  
12 could get to some of these, they would be in various  
13 stages of progress at any given time.

14 My comment last night was specific to my  
15 personal concern would be that if we strip all of  
16 these out of the budget, I wouldn't want to see some  
17 of these projects move forward to the point where  
18 staff did not have something to do. That's what I  
19 was specifically referring to.

20 And Ms. Nelson assured me today that she  
21 believes that there's plenty to do, and she's not  
22 worried about that. But at the same time, some of  
23 those projects that were originally recommended by  
24 staff, our understanding was that reducing that  
25 budget by that amount, that's how we had to get here

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1 genius, you don't need to a business restructuring  
2 expert to look at the numbers and see where the  
3 issue is.

4 CHAIR SCHMITZ: I think that if we have  
5 one person doing this, they have to be representing  
6 the Board and the Board's direction and what the  
7 Board, as an entire body, has stated. And these  
8 things that we have been talking about, I think that  
9 we are on the same page. We're all saying the same  
10 thing. I don't think any of us are trying to not  
11 maintenance our venues. I don't think any of us are  
12 trying to specifically say we have a zero.

13 But we're sitting here going -- you're  
14 talking about wanting to increase marketing, but  
15 nobody increases their revenue. And it just --  
16 there has to be just some high-level logic that is  
17 getting applied to this. We do have staffing  
18 issues. I mean, if we're at the Rec Center and I  
19 think our staffing is more than our collection of  
20 fees, I don't have it in front of me so it might not  
21 be right, but I know the tennis center is roughly  
22 that, we can't -- that's not sustainable. We have  
23 to be looking at what fees we're charge, and we  
24 missed the opportunity to be looking at rates and  
25 all of this to put together a very comprehensive

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1 short of a reduction in staff, and that's the  
2 approach we took.

3 CHAIR SCHMITZ: So you didn't understand  
4 that the Board specifically asked you to have  
5 realistic capital improvement budget projects  
6 included in the budget. That was the direction that  
7 the Board gave.

8 And what I heard you say a few minutes ago  
9 is that staff doesn't have the capacity to do any of  
10 them and that's why you removed them. Now I'm  
11 hearing staff does have the capacity to do some of  
12 them so then they should be in the budget.

13 So where are we?

14 MR. MAGEE: Yes. And I do believe staff  
15 does have some capacity to start moving some of  
16 these projects forward based upon my conversations  
17 with Ms. Nelson today.

18 However, I also believe that, based on the  
19 figures that the Board threw to us last night, we  
20 would not have been in compliance with those  
21 reductions had we brought it back like that.

22 CHAIR SCHMITZ: So what was taken was  
23 Trustee Tulloch's off-the-cuff comment about  
24 \$4 million and that was the one thing that was  
25 latched onto and everything else was pushed aside;

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1 is that what I'm hearing?

2 MR. MAGEE: I think that the answer is is

3 when we --

4 CHAIR SCHMITZ: Did I not talk to you this

5 morning and reiterate that the Board gave direction

6 to have you create a list of realistic capital

7 improvement projects in the budget? Did we not have

8 that conversation this morning to clarify the

9 direction that the Board gave last night?

10 MR. MAGEE: Yes, we did.

11 CHAIR SCHMITZ: So, how are we going to

12 take the Board's direction and put together a budget

13 that is what the Board directed to have done?

14 MR. MAGEE: Again, if we -- I understand

15 what you're saying, and we, collectively as staff,

16 are really struggling with having an understanding

17 of what the Board wants to see. And if somebody is

18 willing to sit with us, we would love to have that

19 happen at this point.

20 TRUSTEE TONKING: Can you just repeat back

21 what we just said? I think we've all laid out,

22 pretty cohesively, a summary of the things that we

23 thought were missing. And then the only other thing

24 I think I would add is taking the wages and salary

25 and wages difference, you can even put a pie chart

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1 of what percentage of the difference is made up of

2 all the different components. Is it salary

3 increases, is it COLA, is it workers' comp, just

4 give us a little pie chart. People just want to

5 know what is making up that difference, the salary

6 and benefits. I think that would answer Ray's

7 question about what is in there.

8 If you want to just repeat back to us what

9 you have, I think we can easily say yes or no. Or I

10 can stay with you after and we can go through it.

11 But I think everyone was pretty concise on what they

12 wanted.

13 TRUSTEE NOBLE: I would ask that Trustee

14 Tonking sit down with General Manager Magee after

15 this meeting and go through it exactly -- when I

16 walked out last night, it may have been an

17 off-the-cuff remark about the \$4.2-million

18 reduction, but that seemed to be marching orders and

19 I think has tripped up staff to some degree.

20 I think having Trustee Tonking sit down

21 with GM Magee and go through that and be available

22 to clarify anything that is necessary so that we

23 have something to work with tomorrow, I think that

24 would be the most appropriate path, if she is

25 willing to do that.

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1 TRUSTEE TONKING: I am. Can I recite back

2 what I heard before that?

3 TRUSTEE DENT: Thank you.

4 TRUSTEE TULLOCH: Just to be clear, it

5 wasn't an off-the-cuff remark.

6 General Manager Magee sat here last night,

7 "so tell me a number, tell me a number, tell me a

8 number," no solutions, but kept "tell me a number."

9 I pointed out that when we looked at the community

10 services budget, it was showing a 9 million loss,

11 even with \$5 million of facility fee, it was showing

12 a 4 million 1. I pointed out, as did Trustee

13 Tonking, that that was just simply not sustainable.

14 Yes, I put out the 4 million number. It's fairly

15 obviously that you -- based on your proposed \$780

16 facility fee, we're still 4 million-plus down in

17 community services.

18 So if that's an off-the-cuff remark, it's

19 a very simple observation. It's not difficult.

20 It's pretty simple math. And as I recall, Trustee

21 Tonking also pointed out the same thing, I think we

22 all agree that that was unsustainable.

23 That wasn't an emotional remark; that was

24 just a logical remark.

25 TRUSTEE DENT: And it was just a starting

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1 point for discussion.

2 Chair Schmitz, I believe it would be in

3 the interest of the Board to make -- to designate

4 Trustee Tonking as our liaison in this process for

5 tomorrow.

6 CHAIR SCHMITZ: If Trustee Tonking has the

7 time and the availability to do that and it leads us

8 to having what we're looking for, I will fully

9 support that.

10 TRUSTEE DENT: Okay. Anyone opposed to

11 that idea?

12 Okay. Thank you, Trustee Tonking.

13 TRUSTEE TONKING: Let me say what I heard.

14 So, the things that I've heard is understanding what

15 makes up the difference of the wages and benefits.

16 I have under services and supplies, we

17 also want to see the repairs maintenance costs that

18 make up the services and supplies line, including

19 both what it was in the proposed and what it would

20 look like with the proposed cuts.

21 I have the CIP broken out to be logically

22 what we think we can incur using the logic that

23 interim Director of Public Works Nelson said at the

24 last meeting, which was yesterday, so starting with

25 health and safety and what they can actually handle

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1 and putting that in there, and also look at our  
 2 carryforward.  
 3 I have on these revision sheets to add a  
 4 percentage amount or what of the total this is  
 5 actually cutting, and to go through these and maybe  
 6 make them a little bit more like logical statements  
 7 and fix any spelling errors. As was mentioned, some  
 8 where a little passionate or not very clear what the  
 9 issue is going to be when it happens.  
 10 And then -- I think those were the big  
 11 ones I have. Then -- yeah. That's on the budget.  
 12 MR. MAGEE: One clarification, I hear a  
 13 percentage amount of previous budgets, the cut  
 14 percentage. I want to make sure I understand what  
 15 the Board is asking me to do there. Are you talking  
 16 about what the initial staff recommendation was to  
 17 today or budget to budget or estimated actual to  
 18 budget?  
 19 TRUSTEE TONKING: For which one? These  
 20 sheets, these cut sheets.  
 21 MR. MAGEE: Yes, for the cut sheet.  
 22 TRUSTEE TONKING: For the cut sheets, for  
 23 example, you have legal is \$33,600 is what you want  
 24 to cut. How much of our legal budget are cutting in  
 25 that space? When you have computer and license fees

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1 percent here explains it.  
 2 I don't believe -- I struggle to believe  
 3 that that's the case when we see the whole salaries  
 4 and benefits increased by 50 percent over  
 5 three financial years. We're not doing anything  
 6 different, we're not -- we're just running the same  
 7 services. We're saying now we're not going to do a  
 8 lot of things. We're saying we haven't done a lot  
 9 of deferred maintenance. The follow-up question of  
 10 that of course is what were we doing when we had the  
 11 budget?  
 12 I'd like to understand how many of  
 13 these -- last Thursday, you gave us the a number of  
 14 1.1 million in staffing reductions for positions  
 15 that were being removed. I haven't seen any numbers  
 16 showing us that 1.1 million coming out or the 3-  
 17 400,000 from the positions we agreed to remove  
 18 yesterday. That's what I would like to understand  
 19 of that.  
 20 I think Trustee Tonking is on the same  
 21 page there as well.  
 22 TRUSTEE TONKING: Just to clarify, you  
 23 want to ensure that the deductions that they are  
 24 saying are actually coming out so some of those  
 25 positions that we spoke about in our PowerPoint from

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1 \$3,910, is this a hundred percent of our community  
 2 licensing line or is it 12 percent of it? That's  
 3 all.  
 4 MR. MAGEE: And the question is: What is  
 5 the baseline for that?  
 6 TRUSTEE TONKING: The base would be your  
 7 proposed budget, yep, your proposed budget that  
 8 we're looking for and that column that compares the  
 9 two. Otherwise, we wouldn't be able to compare.  
 10 TRUSTEE DENT: Thank you, Trustee Tonking.  
 11 TRUSTEE TULLOCH: Just in terms of --  
 12 slightly disagreeing in some respects in terms of  
 13 that. We had to explain several times last night  
 14 that the 20 percent increase in salaries and  
 15 benefits was 3.5 percent here, with 7 percent here,  
 16 with 9 percent here, 6 percent here, yeah, I can do  
 17 math and that. Again, we're told this was a  
 18 zero-based budgeting exercise.  
 19 If the General Manager and the Assistant  
 20 Finance Director is standing up there saying they've  
 21 looked at all the staffing numbers and every single  
 22 member of staff that's included this budget is  
 23 absolutely vital to do this, that's why salaries and  
 24 benefits is increased by 20 percent. If that's the  
 25 case, the simple maths of this 3 percent here and 7

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1 last night.  
 2 And then you want staff to come forward  
 3 and say that they do a hundred percent feel  
 4 confident that this is the staff they need to  
 5 perform the job set.  
 6 TRUSTEE DENT: Thank you guys for that.  
 7 CHAIR SCHMITZ: I agree. I think that a  
 8 comment was made during public comment that our HR  
 9 director should be involved in some of this because  
 10 I that think we have, perhaps, some staffing models  
 11 that need to be evaluated, and I think that that is  
 12 part of this budget reduction. We have so much of  
 13 our revenue that is going straight to paying  
 14 salaries and wages, that is not sustainable. So we  
 15 have to look at the salary aspects of it.  
 16 And from my perspective when I saw some of  
 17 things that were a little bit emotional on how they  
 18 were being worded for reductions, we don't -- we're  
 19 not asking for reducing maintenance when it's a  
 20 health code violation or it's something that is  
 21 important for employee comfort when sitting at the  
 22 booths at the beaches. I think that -- I think that  
 23 we are asking staff to look at things and make good  
 24 business decisions, not emotional decisions, good  
 25 business decisions on where things can be reduced

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1 because to increase services and supplies to the  
 2 percentage it is, there has to be stuff that isn't  
 3 going to be spent or what have you.  
 4 And so, Trustee Tonking, I would ask that  
 5 these couple of things are part of your equation.  
 6 TRUSTEE TONKING: I think you should look  
 7 through some of these -- I understand this was  
 8 last minute -- I think a lense on when you're  
 9 reading these descriptions is like does that cut  
 10 really make sense? We don't really need to be  
 11 cutting \$500 of something -- there was one in there  
 12 that maintenance would greatly get impacted at the  
 13 golf course or we could have a health code violation  
 14 at the kitchen. If those are things that could  
 15 happen, we should not be cutting those, that  
 16 shouldn't be on the table of cuts.  
 17 I actually think whoever the aquatics one  
 18 did a really good job. They were like, well, we  
 19 could actually keep this another year because this  
 20 was well maintained in FY '23. They only cut  
 21 realistic -- what I feel like realistic cuts versus  
 22 some of these other ones.  
 23 CHAIR SCHMITZ: I would agree with you.  
 24 That was one that when I read the sheet that this  
 25 seemed like logical business decisions.

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1 When there's things about cutting  
 2 something and then it means that we're going to be  
 3 in violation of health code, that just doesn't make  
 4 sense.  
 5 I'm sure as General Manager, you would go  
 6 through that and say that doesn't make sense and you  
 7 would back that out as the General Manager.  
 8 TRUSTEE DENT: Thank you, Chair.  
 9 TRUSTEE NOBLE: Just to add on that, I  
 10 know in a couple of the descriptions there was  
 11 reduction in snow removal, and the outcome was  
 12 increased damage.  
 13 And so that, to me, doesn't seem like a  
 14 logical cut there, especially if it's going to end  
 15 up costing the District more in the long run to fix  
 16 the problems that that initial reduction is going to  
 17 create.  
 18 TRUSTEE TULLOCH: I agree with that. A  
 19 lot of these things are just made emotional, well,  
 20 I'm not going on cut this and I'll say this is why.  
 21 Again, let's be realistic and let's be honest about  
 22 that. Because it's like safety, oh, this is a  
 23 safety issue because you've cut overtime and things  
 24 like.  
 25 Let's make sure if there is claims like

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1 that it's genuine and not just, well, there's a one  
 2 in a million chance the sky might fall on us. Any  
 3 reasonable manager should be able to make that  
 4 fairly clear.  
 5 CHAIR SCHMITZ: I would expect General  
 6 Manager Magee to be the person who makes those  
 7 business decisions because those are things that  
 8 fall in his line of duty, not for us as board  
 9 members. I would look for that as well.  
 10 MR. RUDIN: Brief interruption. I believe  
 11 we haven't closed out the public hearing on item G  
 12 2, and we have launched into some discussion on item  
 13 G 3.  
 14 If the Board is not going to act on G 2, I  
 15 would recommend the Board approve a motion to  
 16 continue that public hearing as you're supposed to  
 17 either adopt or reject the report at the conclusion  
 18 of the public hearing.  
 19 TRUSTEE TONKING: I move the Board  
 20 continue the public hearing at a later date.  
 21 TRUSTEE NOBLE: Second.  
 22 TRUSTEE DENT: Motion's been made and  
 23 seconded. Any discussion by the Board?  
 24 TRUSTEE NOBLE: Do we need to continue it  
 25 to a date and time certain?

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1 MR. RUDIN: I would recommend that you do  
 2 so. Your agenda does say that this meeting  
 3 continues on to May 30th starting at 6:00 p.m., so  
 4 that would be an appropriate time.  
 5 TRUSTEE TONKING: To May 30th at 6:00 p.m.  
 6 TRUSTEE NOBLE: Second.  
 7 TRUSTEE DENT: Motions's been made,  
 8 seconded, and amended. Any discussion by the Board?  
 9 I'll call for the question. All those in  
 10 favor state, aye.  
 11 TRUSTEE TONKING: Aye.  
 12 TRUSTEE TULLOCH: Aye.  
 13 TRUSTEE NOBLE: Aye.  
 14 TRUSTEE DENT: Aye.  
 15 CHAIR SCHMITZ: Aye.  
 16 TRUSTEE DENT: All right. That closes out  
 17 item G 2. Thank you for that, legal counsel. Item  
 18 G 3 is the public hearing for fiscal year '24/'25.  
 19 G 3.A Final Budget Adoption  
 20 G 3.B Central Service Cost Allocation Approval  
 21 TRUSTEE DENT: Have we complied with all  
 22 notices, our notification as it relates to the  
 23 fiscal year '24/'25 budget?  
 24 MR. CRIPPS: Yes, we have.  
 25 TRUSTEE DENT: All right. And I'll ask

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1 for a motion and then a second to open the public  
 2 hearing.

3 TRUSTEE TONKING: I move we open the  
 4 public hearing.

5 TRUSTEE DENT: Motion's been made and  
 6 seconded. I'll call for the question. All those in  
 7 favor, state aye.

8 TRUSTEE TONKING: Aye.  
 9 TRUSTEE TULLOCH: Aye.  
 10 TRUSTEE NOBLE: Aye.  
 11 TRUSTEE DENT: Aye.  
 12 CHAIR SCHMITZ: Aye.  
 13 TRUSTEE DENT: All right. Motion passes,  
 14 5/0.

15 We are holding a public hearing in  
 16 compliance with all Nevada Revised Statutes. We  
 17 were told the District has complied with the  
 18 required notice. And then I will hand this over to  
 19 General Manager Magee to continue our discussion.

20 MR. MAGEE: Given the discussion on the  
 21 previous item, I -- if it pleases the Board, I don't  
 22 know that it really makes sense to even go through  
 23 this presentation at this time. I would recommend  
 24 that you accept the public comment and close the  
 25 public hearing and we'll come back tomorrow.

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1 then he's worried about the engineering department  
 2 having nothing to do. I mean, who is the jokerster  
 3 here? I mean, I don't know. Is he a juggler or  
 4 something that he can do four balls instead of  
 5 three. I mean, you got to be kidding. There's so  
 6 much work backed up in this district.

7 I did a -- you haven't even looked at the  
 8 Loomis report on paving. I don't even think  
 9 anybody's even looked at it. There's close to  
 10 \$11 million in there that's deferred right now.  
 11 Nobody's looked at the DOWL report except me, and of  
 12 course the amount over and above what the District  
 13 has planned, it's \$38 million. 38 million. Just in  
 14 those two deals, you're talking close to  
 15 \$40 million.

16 And you guys want to go out and galavant  
 17 around with a \$16-million dollar restaurant, where  
 18 all everybody wants is just a bar so they can put  
 19 their feet in the sand and get a beer. I mean,  
 20 what's with you guys? You're out of your freaking  
 21 minds.

22 I mean, you're not even focusing on the  
 23 land. We got more work to do here. Just take a  
 24 look some day, drive around and see the size of your  
 25 infrastructure and how it's not been taken care of

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1 TRUSTEE DENT: Okay. I will now open up  
 2 public comment as it relates to the District's  
 3 operating and capital improvements program budget  
 4 for '24/'25. You will have three minutes for your  
 5 public comment.

6 Any public comment in the room?  
 7 MR. DOBLER: Cliff Dobler, 30-year  
 8 resident.

9 I think you guys need to do a little more  
 10 homework because when Cripps and Magee decided to  
 11 lop off the \$4.5 million in capital in '24/'25, I  
 12 don't think they put in '23/'24, the \$9 million of  
 13 carryovers. So you got -- I think I told you  
 14 yesterday, it was 47 projects, I think, 47 projects,  
 15 9-some-odd million that because it wasn't spent in  
 16 '23/'24, it has to be turned around and put into the  
 17 '25 budget, or as an alternative, you have to  
 18 restrict those funds in '24 so everybody knows what  
 19 the fund balance is.

20 Now, as a result of that, you're going to  
 21 find out, you don't have any fund balance. Okay?  
 22 And that's the truth of it.

23 So you turned around and tried to hide  
 24 \$9 million of carryover and then at the same time  
 25 knocked off \$4.5 million of new construction, and

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1 for close to 15 years since I've been on this  
 2 parade. Let's get serious about this.

3 Thank you.

4 MS. JEZYCKI: Michelle Jezycki. Hello  
 5 again.

6 I'll begin with just by one other comment  
 7 I started with, and that's, I think, the need to not  
 8 just transfer the information to staff. I think the  
 9 community, the Board, the staff are really needing  
 10 that escort through this process. And given  
 11 your years of experience, especially in finance, I  
 12 think that's what people are waiting to see. I know  
 13 myself, as a community member. And it's with you,  
 14 it's in you, I think that's what people are  
 15 expecting. So, hopefully, with your help, Trustee  
 16 Tonking, that will come to surface.

17 A couple of things I wanted to point, not  
 18 very fun things to revisit, but things that do  
 19 increase payroll and salaries and so forth are  
 20 having things like severance pay. Paying --  
 21 bringing in new people and bringing them in at  
 22 substantially higher salaries. And all of these  
 23 things bump up things like unemployment insurance,  
 24 workers' comp insurance, as well as how much -- or  
 25 how many claims are actually called on and used in

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1 either of those services. Those will bump up those  
2 fees, which, hopefully, keeps -- we can keep in our  
3 minds the importance of that when we make HR  
4 decisions, hiring, firing, et cetera, that we have  
5 that ripple affect in mind.

6 Another HR-related issue was the position  
7 that I started to talk about before I ran myself out  
8 of time was the position that was not discussed last  
9 night, the senior HR analyst/risk management person  
10 that was vacant, a position that was vacant for 10  
11 years. My understanding was there were only  
12 three workers' comp claims totaling \$762,000. Even  
13 three is too many, I understand, but before making  
14 an internal transfer into that position and bumping  
15 that person up two pay steps, I would ask again if  
16 that position was vacant, what type of assessment  
17 has been done between now and then to justify the  
18 position now being filled? All of this can be done  
19 too with a classification and compensation study, at  
20 the risk of sounding redundant.

21 Thank you for your time.

22 MR. KATZ: Aaron Katz, Incline Village.

23 You know, you asked the attorney for an  
24 opinion and you take it as gospel, and he's wrong.  
25 318.201, for your rec fee collection, you have him

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1 Now, take a look at what the total amount  
2 is, 3.786 million central services. You know,  
3 that's -- I got confused. I don't know. 4.1  
4 million for internal services? That's what it's  
5 basically paying for.

6 Go to the general fund and the new thing,  
7 \$2 million of overspending just on salaries and  
8 wages. Then we're raid the fund balance again so  
9 you're not going to anything in there. It's just  
10 total garbage. It's over and over and over.

11 Kill the subsidies. No central services.  
12 Live on your means. If you can't live on your  
13 means, close shop. Rec fee, live in your means. No  
14 subsidy for it. Oh, by the way, internal services,  
15 the whole fund is subsidy. It's got no -- look at  
16 the central services, how much central services are  
17 recharging the internet services? Turns out being  
18 zero. I guess they're not making any demand on the  
19 general fund. The whole thing is just as screwy as  
20 it was before. I don't know how you fix it except  
21 radical -- you need to get radical.

22 Thank you.

23 TRUSTEE DENT: Public comment on Zoom,  
24 please.

25 MR. WRIGHT: Relating to the budget, Frank

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1 show you the language that says you set the rec fee  
2 it in. It doesn't exist.

3 Now, we're here on the budget. We're  
4 going to have another thing, it's the central  
5 services cost allocation plan, which is one hundred  
6 percent phony. NAC 354 8668 says we need a plan.  
7 Where is it? I get a notice of the hearing, it  
8 tells me all the documents are here. I come here,  
9 okay, where are the documents? They're not here.  
10 We didn't get anything until ten minutes before the  
11 meeting. And what do we get? We didn't we get a  
12 plan. We got a spreadsheet here that breaks it up.

13 Glad Mr. Homan's in the room because I  
14 want him to hear this if he hasn't seen it. What  
15 does central services cost allocation mean? Well,  
16 it means you're getting necessary and reasonable  
17 services out of general fund, and Champ Golf needs  
18 to pay its fair share. Okay. So I'm looking here  
19 at the breakdown, \$453,000. Are you getting  
20 \$450,000-worth of central services out of the  
21 general fund? Oh, well let's continue here.

22 Utility, Public Works, \$1,036,000, 41 employees,  
23 there's no turnover, they can do their own payroll.  
24 \$1 million-worth of central services, it's total  
25 garbage.

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1 Wright, Crystal Bay.

2 How in the world can you run an operation  
3 where you have salaries that are off the charts, you  
4 have people who are employed who, as far as I know,  
5 don't do anything except collect a check, and a big  
6 one every month, and no one has gone through to  
7 check and see if those people are needed in their  
8 operation? I heard Mr. Tulloch talk about three  
9 supervisors and one employee. Hmm.

10 Maybe you guys don't find that odd. I  
11 find it ridiculous. We have people who are working  
12 here who are grossly overpaid and are unproductive.  
13 Maybe we should look to our finance department and  
14 find out why they can't get their act straight and  
15 why they can't make the hard decisions. Why do we  
16 have to come to you, as citizens living here, and  
17 tell you that your employees are not doing their  
18 jobs? They can't get anything right, and we pay  
19 them all this money, and I'm not sure why.

20 Because if you're paying this kind of  
21 money, these people should be really competent and  
22 should really have their numbers right and should  
23 really have the fact straight. But we don't.

24 We don't do staff reductions; we do salary  
25 increases. And to raise the salaries like we've

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1 been raising them, you would think they would have  
 2 done something productive, but they haven't. It's  
 3 obvious tonight. There's no productivity. They  
 4 can't even remember one thing for two weeks with the  
 5 same thing being repeated.  
 6 Well, if it's being repeated and repeated  
 7 and repeated, how long is it going to take those  
 8 overpriced employees to figure out exactly what the  
 9 Board's requesting? I don't get it. I just don't  
 10 get it. We pay way, way too much to get very  
 11 little.  
 12 Just think if we had this thing in order  
 13 and we had the salaries matching the performance,  
 14 we'd have a heck of a district.  
 15 Thank you.  
 16 MR. BELOTE: That was the final one.  
 17 TRUSTEE DENT: Is there a motion to  
 18 continue the public hearing?  
 19 TRUSTEE TONKING: I move that we continue  
 20 the public hearing until May 30th at 6:00 p.m.  
 21 TRUSTEE DENT: Thank you.  
 22 TRUSTEE NOBLE: Second.  
 23 TRUSTEE DENT: Motion's been made and  
 24 seconded. Any further discussion by the Board?  
 25 Seeing none, I'll call for the question.

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1 central services cost allocation proposed changes  
 2 are?  
 3 TRUSTEE TONKING: I think we got a sheet  
 4 of paper.  
 5 TRUSTEE DENT: Did we?  
 6 (Inaudible discussion amongst the  
 7 Board.)  
 8 CHAIR SCHMITZ: I don't see anything on  
 9 the website, just so you know, there's nothing out  
 10 there.  
 11 TRUSTEE TONKING: Maybe we just make sure  
 12 that gets posted tonight.  
 13 CHAIR SCHMITZ: And I think that tomorrow  
 14 we should probably cover that one first, because the  
 15 central services costs allocation has been a theme  
 16 throughout relative to the budget. Do we have the  
 17 ability to have a flexible agenda so that we could  
 18 put that beforehand?  
 19 TRUSTEE DENT: Of course we do.  
 20 CHAIR SCHMITZ: Great.  
 21 TRUSTEE DENT: Any other discussion on  
 22 this item?  
 23 Okay. That will close out item 3 A and B.  
 24 Moving on to item H.  
 25 H. FINAL PUBLIC COMMENT

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1 All those in favor, state aye.  
 2 TRUSTEE TONKING: Aye.  
 3 TRUSTEE TULLOCH: Aye.  
 4 TRUSTEE NOBLE: Aye.  
 5 TRUSTEE DENT: Aye.  
 6 CHAIR SCHMITZ: Aye.  
 7 TRUSTEE DENT: Any further discussion or  
 8 direction that's needed on this item, Chair?  
 9 CHAIR SCHMITZ: No, I don't think so.  
 10 TRUSTEE DENT: Okay. All right. Moving  
 11 on to item H, the final public comment. Anyone in  
 12 the room that would like to make final public  
 13 comment?  
 14 CHAIR SCHMITZ: We have another agenda  
 15 item. It's the central services cost allocation.  
 16 TRUSTEE TONKING: Chair Schmitz, it's part  
 17 of the open hearing for the other items, so I don't  
 18 think we can vote on it right now. It's part B of  
 19 that agenda item.  
 20 TRUSTEE DENT: Correct.  
 21 CHAIR SCHMITZ: Oh, it's part B.  
 22 Do we have any ability to receive staff's  
 23 recommendations -- I mean, we don't have any  
 24 materials, unless something was posted that I just  
 25 don't have. Do we have materials on what the

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1 TRUSTEE DENT: We have two public comments  
 2 in the room.  
 3 MR. DOBLER: This was a bonanza tonight.  
 4 I used to get paid a lot of for speaking fees for  
 5 the government in bankruptcy and loans.  
 6 Anyhow, I wanted to let you know in the  
 7 carryover because -- well, let me just start again.  
 8 I asked for a public record for the quarterly CIP  
 9 report for 2024 fiscal year. I asked for it because  
 10 I knew it didn't exist because, of course, staff  
 11 didn't do it. Okay?  
 12 But what happened was is there was a  
 13 couple of major increases and decreases that were  
 14 brought to the Board to reduce the budgets on  
 15 certain items, and one of the largest was the  
 16 pipeline ended up to be coming in about \$6 million  
 17 less than what we thought. That was never adjusted,  
 18 so our carryovers that somehow exist somewhere are  
 19 off by 6 million bucks. Okay? And it just distorts  
 20 everything when you're just not correct.  
 21 Now, this guy over here, he turns around  
 22 and wanting to get a budget approved for one of his  
 23 crony CPA firms, and he said that there's plenty of  
 24 money to be appropriated. Well, if you looked at  
 25 the general budget, there was actually no money.

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1 Okay? There was none. Okay? So until you pull the  
 2 parks out and then put them back in.  
 3 So then the statement that, yeah, we had  
 4 to augment it, we had that augmented, you didn't  
 5 have it augmented. So, we're dealing with people  
 6 that just say things, and that's not real healthy.  
 7 I mean, it's not healthy at all.  
 8 Now, lastly, you need to get a developer  
 9 manager, somebody like me, somebody that understands  
 10 how to put deals together. I did that beach, that  
 11 Burnt Cedar Beach in one year from schematic design  
 12 to start of construction. Okay? You can't be  
 13 having a beach building designed by a committee. I  
 14 mean, you need to have a developer that can sit down  
 15 with the architects and have a vision that you can  
 16 bring. And you don't always one vision, you might  
 17 have three, but you gotta give them three.  
 18 What we now we have now is we have a bunch  
 19 of civil engineers, and all they do is they're  
 20 looking at underground, so the only thing they know  
 21 how to do is dig a ditch and put a pipe in it.  
 22 Okay? And that's what civil engineers, more or  
 23 less, realistically do besides foundations. But  
 24 they do no vertical at all, they don't go up in the  
 25 air, so we don't have the right staff for what we

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1 really want to do.  
 2 Anyways, just some thoughts. Thank you.  
 3 MR. KATZ: Aaron Katz.  
 4 I wanted to return to central services.  
 5 NAC 354 8668 says we need a plan. Where is it?  
 6 That piece of paper you have in front of you is not  
 7 a plan. What goes into the plan? Has your staff  
 8 ever told you and have we ever applied the rules to  
 9 the plan? And the answer is no.  
 10 Let's look at that, get the attorney to  
 11 look it up so you'll know exactly what it says, NAC  
 12 354 867. And I've written to you about it. And  
 13 I've got all the sections in there, what need you to  
 14 do you. You need to test, are these expenses  
 15 reasonable, are they necessary, can we get it for  
 16 cheaper out in the private sector? It's got a whole  
 17 series. Where's the plan?  
 18 Well, this one I like the best. NAC 354  
 19 86687. What does that one say? It instructs you  
 20 that your central services plan must be updated  
 21 before the cut-off date for the submittal of your  
 22 tentative budget. That was April 15th. You're too  
 23 late people. There will be no central services  
 24 plan.  
 25 Okay, you want to play games and go ahead

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1 and pass a plan, even though the NAC says you've  
 2 lost the opportunity to do it? Let me call your  
 3 attention -- attorney will tell you about this one,  
 4 NRS 354.626(1). What is that? That's the one that  
 5 says if you don't follow the NAC and you don't  
 6 follow the NRS, it's criminal, and the AG will  
 7 handle a prosecution. I don't know if anybody's  
 8 going to turn you in for this one. But why don't  
 9 you take the caution approach, no central services  
 10 plan, you can take up the subject next April 15th.  
 11 Thank you.  
 12 TRUSTEE DENT: Can we go back to Zoom.  
 13 MR. WRIGHT: Frank Wright, Crystal Bay.  
 14 You know, our attorney has his opinion on  
 15 deadlines, timelines, and what are required as far  
 16 as filing and notices. And we have citizens who are  
 17 also attorneys, who are also very knowledgeable, who  
 18 have given different opinions. I would think that  
 19 if your attorney is wrong on dates, times, and  
 20 procedures, that maybe another attorney might be  
 21 necessary. Because I guarantee you the rec fee has  
 22 got certain provisions you have to follow, and I  
 23 don't believe you're following them. And I think  
 24 attorney gave you really bad advice.  
 25 As far as the other people in our

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1 community who are very knowledgeable and have spoken  
 2 tonight, they give you an insight to things that are  
 3 wrong. And I think some board members pay attention  
 4 and they hear them and then they ask questions about  
 5 them, but you gotta follow through. You've got to  
 6 follow through and you've got to be careful of  
 7 you're doing and you've got to expect your staff  
 8 bring to you things that are not going make you, as  
 9 board members, look stupid.  
 10 So a lot of stuff that's brought to you is  
 11 wrong, a lot of dates improperly presented, not  
 12 complete, and turning in a board packet that looks  
 13 like the New York phone book is just unacceptable.  
 14 You can't have stuff in there that's  
 15 meaningless or redundant. You need to have stuff in  
 16 there that's specific to what you're doing, and you  
 17 make sure that all the rules and all the dots are on  
 18 your Is. I don't understand why we pay so much  
 19 money for staff and the staff is so incredibly  
 20 incompetent.  
 21 As far as staffing, I don't think it would  
 22 take too much and go through and start cutting loose  
 23 some of the waste. And if you don't have a general  
 24 manager or an HR person that can do that, they need  
 25 to be replaced. You need to find somebody who is

1 going to take the hard knock and get rid of these  
 2 people, those that are not doing what they're  
 3 supposed to be doing, they're not capable of doing  
 4 what they're supposed to be doing. It's that time.  
 5 You could have save a lot of money and  
 6 save a lot of anguish if you just make some people  
 7 who are supposed to do their job do their job, and  
 8 then we'd be fine.  
 9 Thank you.  
 10 TRUSTEE DENT: Anymore public comment?  
 11 MR. BELOTE: That was the final public  
 12 comment.  
 13 TRUSTEE DENT: Sergio, question for you.  
 14 As far as we're not ending the meeting, we're moving  
 15 to continue the meeting until tomorrow, so we're not  
 16 adjourning the meeting, we're just taking a break  
 17 until tomorrow at 6:00 p.m.?  
 18 MR. RUDIN: Yes. You're adjourned for the  
 19 evening.  
 20 I. ADJOURNMENT  
 21 TRUSTEE DENT: Well, then I will see all  
 22 of you guys back here tomorrow at 6:00 p.m. Thank  
 23 you.  
 24 (Meeting adjourned at 8:16 p.m.)  
 25

1 STATE OF NEVADA )  
 2 COUNTY OF WASHOE ) ss.  
 3  
 4 I, BRANDI ANN VIANNEY SMITH, do hereby  
 5 certify:  
 6 That I was present on May 29, 2024, at the  
 7 of the Board of Trustees public meeting, via Zoom,  
 8 and took stenotype notes of the proceedings entitled  
 9 herein, and thereafter transcribed the same into  
 10 typewriting as herein appears.  
 11 That the foregoing transcript is a full,  
 12 true, and correct transcription of my stenotype  
 13 notes of said proceedings consisting of 102 pages,  
 14 inclusive.  
 15 DATED: At Reno, Nevada, this day of 14th  
 16 day of June, 2024.  
 17  
 18 /s/ Brandi Ann Vianney Smith  
 19  
 20 BRANDI ANN VIANNEY SMITH  
 21  
 22  
 23  
 24  
 25

# INVOICE

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

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

775-832-1218  
AP@ivgid.org

**Invoice Number:** IVGID 42

**Invoice Date:** June 14, 2024

**Payment Due:** June 29, 2024

**Amount Due (USD):** \$962.00

Items	Quantity	Price	Amount
<b>Base fee</b> May 29, 2024 BOT meeting	1	\$350.00	\$350.00
<b>Per page fee</b> May 29, 2024 BOT meeting	102	\$6.00	\$612.00

**Subtotal:** \$962.00

**Total:** \$962.00

**Amount Due (USD):** \$962.00

Mick Homan – Incline Resident

I have 2 suggestions on the proposed budget.

First – stop the shell game with general fund cost allocations.

That fund's in dire financial condition due to excessive spending and revenues that aren't keeping pace.

The recommendation to fix this by allocating millions of dollars of costs from the general fund to other departments is window dressing.

It's a smokescreen that harms the district.

Our recreation venues already have bloated cost allocations.

Increasing them makes it impossible to properly judge their performance.

In addition, allocating more costs to departments and venue managers who have no ability to influence or optimize the underlying costs reduces accountability and makes it impossible to effectively manage them.

We need allocation policies that provide better transparency so we can shed light on issues and facilitate real solutions.

Second – let's face the economic reality. The Recommended budget has a \$4.6 million deficit. That's not acceptable or sustainable.

We need a constructive combination of reduced spending **and increased revenue** to fix this.

On the cost side – Start with some low hanging fruit.

Eliminate the \$1.6 million for the beach access project and the \$340K to fund a new assistant GM role.

Neither is needed.

Eliminate spending on consultants for accounting processes or cost allocations.

We're short staffed, so we can't even keep up with even basic tasks.

We need to staff the organization before we can take on more.

However, I do think slashing the marketing budget is short sighted.

With underutilized golf and ski facilities, every dollar spent on effective marketing could deliver a multiple in terms of added revenue.

On the revenue side, we've seen little increase in tax revenue in recent years.

Why not? ~~Are we lobbying~~ Washoe county and making sure we're getting our fair share?

*Can*

One source we do control is the facility fee.

We have trustees stating the \$780 fee in the proposed budget is too high.

They talk as if our rec facilities should be self sustaining.

At best that's disingenuous.

We're fortunate to have one venue that subsidizes the rest.

But for municipalities, parks and rec is a service that is supported by property taxes.

The reality is the fee needs to **increase**.

We need it to cover our budgeted shortfall and to avoid going insolvent.

It's needed for the backlog in critical capital projects and to address the deferred maintenance list.

We're kicking the can down the road because we don't have the funds to do regular maintenance – and it shows in the condition of our facilities.

The proposed fee is roughly the same as it was 16 years ago.

We receive incredible value for the fee, even at 2-3 times the proposed amount.

So as a resident, I have no problem with an increase.

Trustees **have** mentioned bonding as an alternative for funding rec infrastructure.

That's fine – but only in combination with an immediate increase in facility fees.

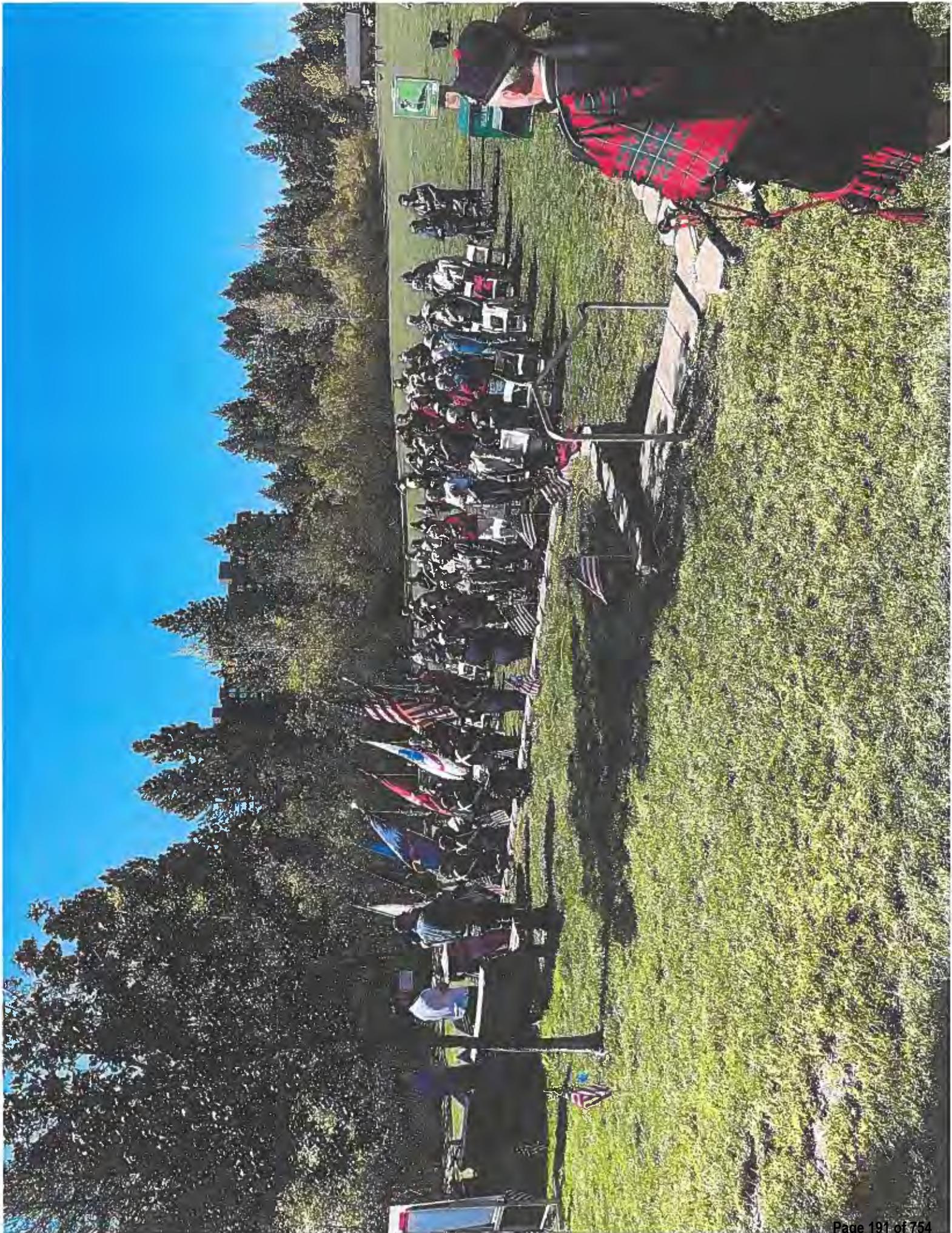
Bonding costs more in the long-run – particularly at today's interest rates, along with legal and underwriting fees.

And of course, we'll need to increase facility fees to repay borrowings anyway.

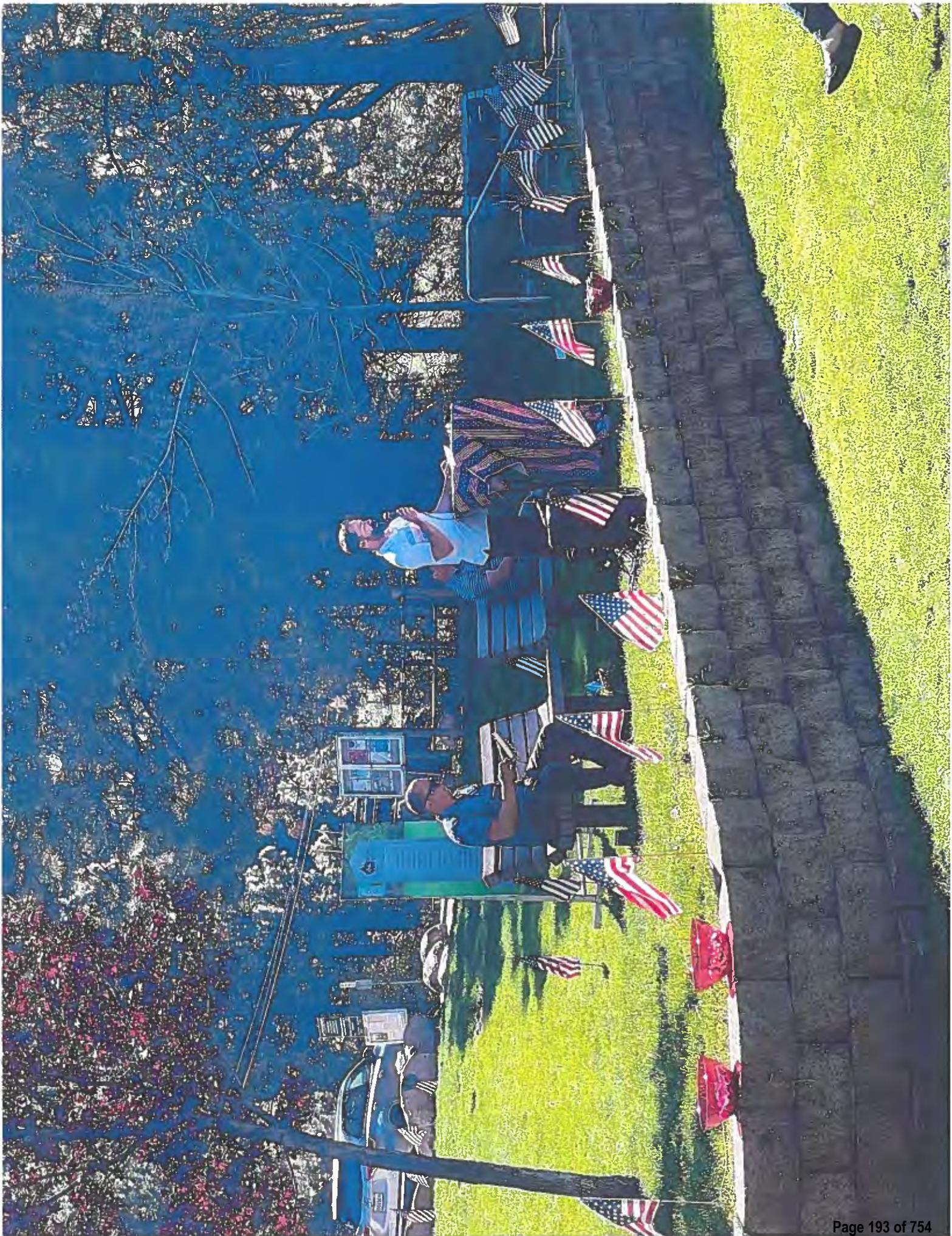
Let's stop kicking the can down the road.

Let make the necessary choices now.

*No dep in the 4404 in materials  
Zero Capital in Com or SUGS*







# Proposed 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 4<sup>th</sup> 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.

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE  
WRITTEN MINUTES OF THE IVGID BOARD'S REGULAR MAY 29, 2024  
REGULAR MEETING – AGENDA ITEM G(3)(A) – ADOPTION OF  
2024-25 FINAL BUDGET**

**Introduction:** Well here's yet "another one" as my friend DJ Kahled would say<sup>1</sup>. More evidence of staff arrogance, incompetence, concealment of public records, lack of professionalism, and the flagrant disregard for the financial sustainability of the District. This time it's the issue of a final budget for 2024-25. And that's the purpose of this written statement.

**NRS 354.596(5):** instructs that "the Department of Taxation shall examine the submitted documents (i.e., tentative budget) for compliance with law and...appropriate regulations and...submit to the governing body at least 3 days before the (statutory) public hearing a written certificate of compliance or...notice of lack of compliance." Notwithstanding staff submitted the District's 2024-25 tentative budget to the Department of Taxation on April 17, 2024, through and including at least 1:00 P.M. this afternoon, they refuse to make that certificate of or notice available for public examination. And as of the evening of the public hearing on the budget's approval no less.

**NRS 354.596(3):** instructs that "at the time of filing the tentative budget, the governing body shall give notice of the time and place of a public hearing on the tentative budget and shall cause a notice of the hearing to be published once in a newspaper of general circulation...not more than 14 nor less than 7 days before the date set for the hearing.

The notice of public hearing must state:

- (a) The time and place of the public hearing;
- (b) That a tentative budget has been prepared in such detail and on appropriate forms as prescribed by the Department of Taxation; and,
- (c) The places where copies of the tentative budget are on file and available for public inspection."

**NRS 354.596(4):** instructs that a "public hearing on the tentative budget must be held by the governing body not sooner than the third Monday in May and not later than the last day in May." Which explains why we're here tonight.

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

**Published Notice of Tonight’s Meeting:** appears at the bottom right hand portion of page 12 of the May 24, 2024 edition of the Tahoe Daily Tribune Newspaper (“TDT”). I’ve attached a copy of that notice as Exhibit “A” to this written statement.

**The District Failed to “Give Notice of The Time and Place of a Public Hearing on The Tentative Budget...at The Time of Filing (of) The Tentative Budget:”**

**The District Failed to Make “The Tentative Budget...Available For Public Inspection...at The Time of Filing The Tentative Budget:”** I know because I went to the District’s administrative offices on May 13, 2024 to inspect the tentative budget and was told by the Board’s Clerk that a tentative budget was not available.

**The District Has Failed to Make The Department of Taxation’s Tentative Budget Certificate of Compliance, or Notice of Lack of Compliance, Available For Public Inspection:** NRS 354.596(5) instructs that “the Department of Taxation shall examine the (tentative budget)...for compliance with law and...appropriate regulations and shall submit to the governing body at least 3 days before the public hearing a written certificate of compliance or a written notice of lack of compliance.” If the latter, “the written notice must indicate the manner in which the submitted documents fail to comply with law or appropriate regulations.

Because NRS 354.596(6) instructs that “whenever the governing body receives from the Department of Taxation a notice of lack of compliance, the governing body shall forthwith proceed to amend the tentative budget to effect compliance with the law and...the appropriate regulation.” the public cannot address the tentative budget without first knowing whether it complies with law and appropriate regulations. For this reason I have made at least three (3) requests to examine the same<sup>2</sup>; the latest being this morning<sup>3</sup>, the morning of the public hearing. But staff have refused all three (3) requests.

**My May 26, 2024 E-Mails to The Board’s Clerk, And My May 28, 2024 E-Mail to The Board Clerk And The Board<sup>4</sup>:** On May 28, 2024 I sent the Board’s Clerk and the Board an e-mail wherein I discussed staff’s non-compliance with the NRS, and failure to make available either a certificate of compliance or notice of lack of compliance insofar as the tentative budget was concerned. Rather than recounting the substance of my comments, I refer the reader to said Exhibit “B.”

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<sup>2</sup> Two (2) of those requests appear in the body of the May 28, 2024 e-mail which is attached as Exhibit “B” to this written statement.

<sup>3</sup> The third request is evidenced by the May 29, 2024 e-mail which is attached as Exhibit “C” to this written statement.

<sup>4</sup> That e-mail is attached as Exhibit “B” to this written statement.

**NRS 354.598(3):** instructs that “the final budget must be certified by a majority of all members of the governing body, and a copy...must be transmitted to the Nevada Tax Commission.”

**NRS 354.598(2):** instructs that “the final budget must be adopted on or before June 1 of each year.” June 1, 2024 is two (2) days away.

**The Consequences of Not Certifying The Budget:** NRS 354.598(2) also instructs that “should the governing body fail to adopt a final budget that complies with the requirements of law and the regulations of the Committee on Local Government Finance (‘CLGF’) on or before the required date, the budget adopted and used for certification of the combined ad valorem tax rate by the Department of Taxation for the current year (i.e., the tentative budget), adjusted as to content and rate...automatically becomes the budget for the ensuing fiscal year. When a budget has been so adopted by default, the governing body may not reconsider the budget without the express approval of the Department of Taxation.”

**Conclusion:** This behavior just keeps happening over and over and over again. Arrogant, incompetent, unethical and over compensated staff get replaced by even more unqualified, equally incompetent and arrogant, and more over compensated staff. And look at the results. As I’ve pointed out so many times before, these are all red flags of a criminal syndicate<sup>5</sup>. And you wonder why your Recreation (“RFF”) and Beach (“BFF”) Facility Fees continue as involuntary subsidies? And they are as high as they are?

When is the Board going to put members’ collective feet down and put an end to these practices? Given NRS 318.515(1) states that where the: “(a) district...is not being properly managed; (or, its) (b) board of trustees...district is not complying with the provisions of...any other law;” when will the Board notify the Washoe County Board of Commissioners to hold a hearing to consider whether to: (a) adopt an ordinance (substituting)...the board of county commissioners, *ex officio*, as the board of trustees of the district; (b) adopt an ordinance providing for the merger, consolidation or dissolution of the district...(c) file a petition in the district court for the county in which the district is located for the appointment of a receiver for the district; or, (d) determine by resolution that management and organization of the district remain unchanged?” Don’t you think the time has come to start becoming fiscally responsible?

**Because of All of The Above Facts, I Request Board Members Refuse to Certify a Budget For 2024-25.** Let the Department of Taxation learn what IVGID really is by stepping in and imposing statutory default provisions on the District’s behalf.

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<sup>5</sup> NRS 207.370 instructs that “criminal syndicate means any combination of persons, so structured that the organization will continue its operation even if individual members enter or leave the organization, which engages in or has the purpose of engaging in racketeering activit(ies).”

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

## **EXHIBIT "A"**

## SKY TAVERN

From page 1

new CEO and Chris Brown is its new COO.

One of the first items on its agenda was to implement a new snowmaking system to help extend the ski season. Spina says it costs \$2.4 million for the snowmaking, which is 85% complete.

"Now is the time we will start the campaign for lights," Spina adds. He explains that especially now post-Covid when kids are still behind in school, Sky Tavern doesn't want to take them out of school for ski training. Therefore, three years ago it put in a request for a special use permit to get lights so that we can hold after-school ski training programs.

"We're focused on getting kids up on the hill after school instead of out of school," Spina reiterates. While Sky Tavern currently holds the special use permit for night skiing, Spina admits that there is an appeal from the NIMBYs (Not In My Backyard group) who are mainly concerned about light pollution.

"We've gone to extra lengths to find the right technology. We will NOT be using stadium style

lights; we will have down washed lights that illuminate the snow. We're using the Utah Olympic Park race hill model," Spina says, "which also implements all of the best environmental practices." He adds that Sky Tavern is only open three months a year and that they will turn the lights out by 9 p.m. on evenings that the after-school program takes place.

Sally Sue Brioli, president of the Mount Rose Property Owners Water Company says a few of the members homeowners on the Mt. Rose Highway object to this capital funding campaign for night skiing.

"The proposal is for 77 lights- double that and it's 144- and even if they're pointed down into the snow it will reflect up into the night sky limiting night viewing," Brioli says. "Lights will shine down into the whole valley, it's very close to us."

In a statement that the MRPOWC released last month, "The proposed lighting for the night skiing operation, equivalent in scale to eight Walmart parking lots, is set to cast an intense glow over the area. This artificial brightness will reflect off the snow-covered landscape, causing Mount

Rose to emanate a glow akin to downtown Reno."

"You're skiing on ice. And this is a danger to the community, not just to us [homeowners on the Mt. Rose Highway] because the road is not easy to drive on at night and more teenagers will be on it going up to Sky Tavern," Brioli adds.

Her solution is for Sky Tavern to put their funding efforts towards revising their plan to refurbish their lodge to make it more useable and rely more on its snowmaking system to extend the ski season.

"I agree that training is necessary for the ski teams, but I think it should be done at other times. It could be done with snowmaking in October to increase the season," she says. Brioli is also concerned that even though Sky Tavern says that the lights won't be used in the summer, she doesn't really believe that in seeing the investment that they're making into its bike park.

"All homes on the Mt. Rose Highway and Old Mt. Rose Highway will be greatly impacted by this," Brioli says.

Chris Minnes, another Mt. Rose Highway resident who earned a degree in Ski Area Management from the former Sierra Nevada College (now called UNR at Lake

Tahoe) also has his concerns. "Most ski areas [in the Tahoe area] have phased out night skiing. It's not economically viable and that compounded with maintaining a system like this in winter conditions and getting pummeled with hoar frost is difficult and expensive to maintain," Minnes says.

He explains that when he met with Sky Tavern's senior management, it seemed like the biggest problem was parking lot capacity. "I want those kids to be on the snow, too," he says. When asked what his solution would be for getting kids on the snow outside of school hours that would be an alternative to night skiing, he believes that there are several

"If parking capacity needs to increase by 5-10 percent, then Sky Tavern can start by getting rid of the broken-down buses and equipment in the parking lot, and on the weekends families can park down the hill and bus kids up—that would open up about 40 spots. Sky Tavern can start the Jr. Ski Program at 7:30 a.m. rather than 9 a.m. and have the snow conditions that ski racers want.

"They can extend their snowmaking system another month, the mountain is still covered," he says.

"I think everyone can win. I want the same thing they do, just without lights," Minnes adds.

However, Spina disagrees. "We believe strongly that this makes sense. Overwhelmingly the community supports this. We have a letter from Brian Sandoval inquiring about how UNR (University of Nevada, Reno) can use it, as well as letters of support from the [Reno] City Council, the mayor, and hundreds of others.

"We have a purposeful mission to install lights in a reasonable matter in respect to the dark skies," Spina adds. "We feel we've done everything by the rules, and we respect those objections and have tried to mitigate those issues."

Spina explains how Sky Tavern has a FIS-certified run that's perfect for after-school and evening race training because it's a long seven-minute lap that provides more repetition, making it more efficient and beneficial to competitors. As a former aerialist mogul skier, Spina explains that it's even easier jumping at night, as one perceives black, white, black, white to tell the difference between land and snow. "The light is more consistent at night," Spina says. "Night skiing doesn't exist

anymore, and when you talk to the top performers they always train at night. Tahoe Reno has always been a ski town and we lost that identity," he adds.

"Our goal is to offer affordable skiing to anyone who wants to learn. We even have an adaptive ski program, but we don't have volunteers to help run it on the weekdays. The lights should help that," Spina says.

He says that Sky Tavern has lost count of how many kids learned to ski there but he knows it's more than 125,000.

"Sky Tavern is trying to make sense of how to make snow sports work for the community and we've been pushing hard to grow Sky Tavern to the masses. It's a culture of Reno that we want to bring back," he says.

"The Jr. Ski Program was the reason why the City gave us the property, and we have to protect that. I want to see this beautiful city park something world-class. We're doing whatever we can to make Sky Tavern self-sustainable."

Spina says that the capital campaign for the night skiing lights is for \$1.4 million.

"If we can get open more often but not take kids out of school, then this works for everybody," he adds.

## **EXHIBIT "B"**

## May 28, 2024 BOT Meeting - Agenda Item E(1) - Fiscal Year 2024-25 Budget Workshop - Fw: Public Records Request - Tentative Budget Certificate of Compliance

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**From:** <s4s@ix.netcom.com>  
**To:** Schmitz Sara <schmitz\_trustee@ivgid.org>  
**Cc:** Dent Matthew <dent\_trustee@ivgid.org>, Tonking Michaela <tonking\_trustee@ivgid.org>, Noble Dave <noble\_trustee@ivgid.org>, Tulloch Ray <tulloch\_trustee@ivgid.org>, <bma@ivgid.org>  
**Subject:** May 28, 2024 BOT Meeting - Agenda Item E(1) - Fiscal Year 2024-25 Budget Workshop - Fw: Public Records Request - Tentative Budget Certificate of Compliance  
**Date:** May 28, 2024 3:24 PM

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Chairperson Schmitz and the Other Honorable Members of the IVGID Board -

So we have a 2024-25 budget workshop for this evening. Right? Because your wonderful staff have dragged their feet and when directed by board members to slash their proposed staffing and compensation levels, they have in essence thumbed their noses at you. Placing us in a Mexican standoff position with three (3) short days to go until the statutory [NRS 354.598(2)] cut off date for submitting a final judgment ("the final budget must be adopted on or before June 1 of each year") expires!

So you will recall that the Board never approved a tentative budget for 2024-25. Because staff didn't present it to the Board for approval. When queried as to why not, our wonderful staff again thumbed their noses at the Board asserting there was no requirement the Board approve a tentative budget. But since there is a statutory [NRS 354.596(2)] cut off date for submitting a tentative budget to the Dep't of Taxation ["on or before April 15, a copy of the tentative budget must be submitted: (a) To the Department of Taxation"], staff proceeded to unilaterally submit it. Except their submittal **was untimely!**

That's right. I did a public records request and staff revealed therein that the District's 2024-25 tentative budget was not delivered to the Dep't of Taxation until April 17, 2024.

Then you will recall that NRS 354.596(3) instructs that "at the time of filing the tentative budget, **the governing body shall give notice of the time and place of a public hearing on the tentative budget** and (that)...the tentative budget (is) on file (at the District's offices) and available for inspection." So I asked to examine the notice required by NRS 354.596(3) and was told "it doesn't exist."

I then I asked to examine the tentative budget which was supposedly available for public inspection at the District's administrative offices. And none was available.

When staff eventually got around to making a copy of the tentative budget available for public inspection, a number of residents objected to its content. I for one objected that the General Fund was out of balance [NRS 354.598(5) instructs that "no governing body may adopt any budget which appropriates for any fund any amount in excess of the budget resources of that fund0"]. And there was no indication where the revenue would come from to cover budgeted overspending. In other words, Schedule T. But the tentative budget has no schedule T.

And there would be a deficit General Fund balance contrary to NAC 354 and Board policies.

And although there was reference to added revenues coming from central services cost transfers, there was no central services allocated cost plan. Even though NAC 354.8668(7) instructs that "the central service cost allocation plan of a local government...**must** be updated annually before: (a) **The date on which the local government submits its tentative budget to the Department of Taxation.**" I've asked for this Plan and so far, none has been produced notwithstanding there's supposed to be a public hearing to approve the same TOMORROW!

And although there was reference to Facility Fee revenues, the District had done nothing to fix Recreation ("RFF") and Beach ("BFF") Facility fees (a pre-requisite to ordering their collection on the tax roll), let alone notice a public hearing [pursuant to NRS 318.199(2) and (5)] whereat they might do so. And a

lthough the notice for that hearing references a report and a Resolution 1909, none has been produced notwithstanding there's supposed to be a public hearing to approve the same TOMORROW!

For all of these reasons, I and others expected the Department of Taxation has not issued a certificate of compliance necessary for all local government tentative budgets. After all, NRS 354.596(5) instructs that "the Department of Taxation **shall** examine the submitted documents for compliance with law and with appropriate regulations and shall submit to the governing body at least 3 days before the public hearing a written certificate of compliance or a written notice of lack of compliance." And if "when...the governing body receives from the Department of Taxation a notice of lack of compliance, the governing body **shall** forthwith proceed to amend the tentative budget to effect compliance with the law and with the appropriate regulation." Is the reason staff is dragging its feet is notice of non-compliance?

So last Saturday I sent the Board's Clerk an e-mail (see below) letting her know I wanted to examine the Department of Taxation's certificate of compliance or notice of non-compliance this morning. The day before tomorrow's public hearing on the budget! And when I had heard nothing, I followed up this afternoon (see below). And so far, again, **NOTHING!**

Doesn't NRS 239.010(1) instructs that "all public books and public records of a governmental entity must be open at all times during office hours to inspection by any person?" Isn't the Department of Taxation's certificate or notice of non-compliance a public book and record? So why is it acceptable for staff to be concealing the same? So why is staff hiding this public record?

If we're going to have a budget workshop hearing this evening, don't you think it's important we have that certificate or notice of non-compliance? Have you Board members received the same? Do you even know what it says? And staff's behavior is supposed to be acceptable?

Don't you think this arrogance, disdain and non-compliance with the NRS need to end? So what are you doing about it?

Amongst other things, I ask Board members **NOT** place their signatures to any budget presented for 2024-25. Since NRS 354.598(3) instructs that "the final budget must be certified by a majority of all members of the governing body"), let the Department of Taxation do it on our behaves by default as NRS 354.598(2) instructs ["should the governing body fail to adopt a final budget that complies with the requirements of law and the regulations of the Committee on Local Government Finance on or before the required date, the budget adopted and used for certification of the combined ad valorem tax rate by the Department of Taxation for the current year (i.e., the tentative budget), adjusted as to content and rate in such a manner as the Department of Taxation may consider necessary, automatically becomes the budget for the ensuing fiscal year"].

We've discussed this before. If you as a Board are not properly managing the District, and the District is not complying with the provisions of this chapter or with any other law [see NRS 318.515(1)], it's time to close up shop! Because NRS 354.626(1) instructs that "any officer or employee of a local government who willfully violates NRS 354.470 to 354.626, inclusive, is guilty of a misdemeanor and upon conviction thereof ceases to hold his or her office or employment."

Put your foot down or CLOSE SHOP!

Respectfully, Aaron Katz

-----Forwarded Message-----

From: <s4s@ix.netcom.com>  
Sent: May 28, 2024 12:47 PM

To: White Heidi <hhw@ivgid.org>  
Subject: Re: Public Records Request - Tentative Budget Certificate of Compliance

Hello Heidi -

Is my certificate of compliance/written notice of lack of compliance available for me to examine at your offices? Or can you send it to me as an e-mail attachment.

For the record, NRS 354.596(5) instructs that "The Department of Taxation shall examine the submitted documents (i.e., tentative budget) for compliance with law and with appropriate regulations and shall **submit to the governing body at least 3 days before the public hearing a written certificate of compliance or a written notice of lack of compliance.**" So please don't tell me staff doesn't have the same.

Thank you for your cooperation. Aaron Katz

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

From: <s4s@ix.netcom.com>  
Sent: May 26, 2024 1:14 PM  
To: White Heidi <hhw@ivgid.org>  
Subject: Public Records Request - Tentative Budget Certificate of Compliance

Hi Heidi -

Just want you to understand there is a public records request towards the bottom portion of this e-mail.

And here I have another request.

The Dep't of Taxation was supposed to have issued us a certificate of compliance or non-compliance for the tentative budget Mr. Cripps submitted on April 17, 2024. Three days before our May 29, 2024 public hearing date. I would like to examine the same. Tuesday morning if possible given the public hearing is set for May 29, 2024.

Remember NRS 239.010(1) instructs that "all public books and public records of a governmental entity must be open at all times during office hours to inspection by any person."

Thank you for your cooperation. Aaron Katz

## **EXHIBIT "C"**

## From Aaron

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**From:** <s4s@ix.netcom.com>  
**To:** <bma@ivgid.org>  
**Subject:** From Aaron  
**Date:** May 29, 2024 10:27 AM

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Hello Bobby -

We have a public hearing tonight on the budget, and still, I haven't been provided with the Dep't of Taxation's tentative budget certificate of compliance/notice of non-compliance. How can the public give meaningful comment without that certificate/notice? Therefore, can you please forward it to me? Or if it doesn't exist, please explain to me why you can't given it's a NRS 354.596(3) requirement?

Thank you. Aaron

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE  
WRITTEN MINUTES OF THE IVGID BOARD'S REGULAR MAY 29, 2024  
REGULAR MEETING – AGENDA ITEM G(2)(A)(2) – ELECTING TO  
COLLECT THE RECREATION (“RFF”) AND BEACH (“BFF”)  
FACILITY FEE(S) FOR FISCAL YEAR 2024-25 ON  
THE COUNTY TAX ROLL**

**Introduction:** Well here’s yet “another one” as my friend DJ Kahled would say<sup>1</sup>. More evidence of staff arrogance, incompetence, concealment of public records, lack of professionalism, and the flagrant disregard for the financial sustainability of the District. This time it’s the issue of collecting RFFs and/or BFFs for 2024-25 on the county tax roll. And that’s the purpose of this written statement.

**Prelude:** As of the creation of this written statement, May 29, 2024 at 3:30 P.M., the public has not been provided with any written materials to support this agenda item. Although the agenda for this meeting suggests that proposed Resolution No. 1909 provides for the fixing of the RFF/BFF, the same has not been made available to the public.

In contrast, for nearly a month, the District has been publishing a “Notice of Public Hearing on (the) Recreation Roll” wherein its Board Clerk states that the “report...(allegedly) prepared by the Board of Trustees of the Incline Village General Improvement District...containing the several recreation rates, tolls and charges for the services of the recreation lands and facilities of the District...are proposed to not to exceed a combined \$1,500...and (various) resolutions (are)...on file with the District Clerk and open to public inspection.” However, these representations of fact are **false!** I know this because on May 13, 2024 at shortly after 10 A.M., I went to the District’s Administrative Offices, met with the District Clerk, and was told that no such documents were on file nor open for my inspection.

**Staff’s Proposed Resolution No. 1909:** The agenda for this meeting makes reference to such a Board Resolution (“Approving the Report for Collection of Recreation Standby and Service Charges for Fiscal year 2024/2025”). But I have never seen such a resolution. Not on May 13, 2024, nor otherwise. And not knowing what it recites, I have no idea what portions I will agree or not agree with. In other words, any meaningful disclosure ahead of the published public hearing date is illusory. And I object.

**NRS 318.199(2):** instructs that “whenever the board of trustees proposes to change any individual or joint rate, toll, charge, service or product, or any individual or joint practice which will affect any rate, toll, charge, service or product, the board of trustees shall hold public hearings after 30 days’ notice has been given to all users of the service or product within the district.” NRS 318.199(3) instructs that “notice shall be given by publication in a newspaper published in the

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

county.” NRS 318.199(5) instructs that “if, after public hearing, the board of trustees determines that the proposed action is required, the board shall adopt a resolution establishing the new or changed rates, tolls, charges, services to be performed or products to be furnished.”

**NRS 318.201(1):** instructs that “any board which has adopted rates pursuant to this chapter may, by resolution...elect to have such charges for the forthcoming fiscal year collected on the tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the county’s general taxes. In such event, it shall cause a written report to be prepared and filed with the secretary, which shall contain a description of each parcel of real property receiving...services and facilities and the amount of the charge for each parcel for such year, computed in conformity with the charges prescribed by the resolution.”

**NRS 318.201(5):** instructs that “the secretary shall cause notice of the filing of the report and of a time and place of hearing thereon to be published once a week for 2 weeks prior to the date set for hearing, in a newspaper of general circulation printed and published within the district.”

**NRS 318.201(7):** instructs that “at the time stated in the notice, the board shall hear and consider all objections or protests, if any, to the report referred to in the notice and may continue the hearing from time to time. If the board finds that protest is made by the owners of a majority of separate parcels of property described in the report, then the report shall not be adopted.”

**NRS 318.201(8):** instructs that “upon the conclusion of the hearing, the board may adopt, revise, change, reduce or modify any charge or overrule any or all objections and shall make its determination upon each charge as described in the report, which determination is final.”

**Published Notice of Tonight’s Meeting:** appears at the bottom right hand portion of page 19 of the Tahoe Daily Tribune Newspaper’s (“TDT’s”) May 24, 2024 edition. A copy of that notice is attached as an exhibit to one of my companion written statements asked to be attached to the minutes of this meeting.

**But The District Has Never “Adopted Rates Pursuant to This Chapter” Staff Propose be Collected on The County Tax Roll:** According to staff, that action is part of what it seeks to accomplish this evening. But as noted above, prior adoption of rates is a pre-requisite to ordering their collection on the county tax roll. And that prior adoption must be preceded by thirty (30) days published notice.

**And The District Has Never Caused “a Written Report to be Prepared (Nor) Filed With The Secretary:”** which contains a description of each parcel of real property allegedly receiving services and facilities and the amount of the charge for each parcel for such year.

**And The District Has Never Caused Said Written Report to be Made Available For Public Inspection:** as represented in that published notice of hearing.

**And The District Has Failed to Describe The Services And Facilities to Allegedly be Received by Those Parcels of Real Property:**

**The Board Has Failed to Share With The Public The Proposed Final Report For The Collection of The RFF/BFF on The County Tax Roll For The Board to Approve After Hearing:** Therefore, what meaningful public hearing can take place?

**The District Has Failed to Share With The Public Proposed Resolution No. 1909:** Therefore, what meaningful public hearing can take place?

**My May 26, 2024 E-Mail to The Board<sup>2</sup>:** On May 26, 2024 I sent the Board an e-mail wherein I discussed this agenda item, and recommended it be rejected for lack of substance. A copy of that e-mail is attached as an exhibit to one of my companion written statements asked to be attached to the minutes of this meeting.

**Because of All of The Above Facts, I Protest And Request Board Members Refuse to Adopt Proposed Resolution 1909:**

**Although Proposed Resolution 1909 Will State That Assessed Property Owners Have The Due Process Right to Seek RFF/BFF Refund, in The Real World They Don't:** Meaning the resolution is unconstitutional.

**Conclusion:** This staff behavior just keeps happening over and over and over again. Arrogant, incompetent, unethical and over compensated staff get replaced by even more unqualified, equally incompetent and arrogant, and more over compensated staff. And look at the results. As I've pointed out so many times before, these are all red flags of a criminal syndicate<sup>3</sup>. And you wonder why your RFF/BFF continue as involuntary subsidies? And they are as high as they are?

When is the Board going to put members' collective feet down and put an end to these practices? Given NRS 318.515(1) states that where the: "(a) district...is not being properly managed; (or, its) (b) board of trustees...district is not complying with the provisions of...any other law;" when will the Board notify the Washoe County Board of Commissioners to hold a hearing to consider whether to: (a) adopt an ordinance (substituting)...the board of county commissioners, *ex officio*, as the board of trustees of the district; (b) adopt an ordinance providing for the merger, consolidation or dissolution of the district...(c) file a petition in the district court for the county in which the district is located for the appointment of a receiver for the district; or, (d) determine by resolution that

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<sup>2</sup> That e-mail is attached as Exhibit "B" to this written statement.

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

management and organization of the district remain unchanged?" Don't you think the time has come to start becoming fiscally responsible?

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

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE  
WRITTEN MINUTES OF THE IVGID BOARD'S REGULAR MAY 29, 2024  
REGULAR MEETING – AGENDA ITEM G(3)(B) – APPROVING A  
CENTRAL SERVICES ALLOCATED COST PLAN FOR FISCAL  
YEAR 2024-25**

**Introduction:** Well here's yet "another one" as my friend DJ Kahled would say<sup>1</sup>. More evidence of staff arrogance, incompetence, concealment of public records, lack of professionalism, and the flagrant disregard for the financial sustainability of the District. This time it's adoption of a central services allocated cost plan to allow transfers from the District's Utility, Community Services and Beach enterprise funds, to its General Fund. And that's the purpose of this written statement.

**Prelude:** As of the creation of this written statement, May 29, 2024 at 3:30 P.M., the public has not been provided with any written materials to support this agenda item. In contrast, for nearly a month, the District has been publishing a "Notice of Public Hearing on (the) Budget" wherein its Board Clerk states that "the budget has been prepared in such detail and on the appropriate forms as prescribed by the Nevada Department of Taxation" and that "copies...are on file for public inspection at the offices of the Incline Village General Improvement District." However, these representations of fact are **false!** I know this because on May 13, 2024 at shortly after 10 A.M., I went to the District's Administrative Offices, met with the District Clerk, and was told that no such documents were on file nor open for my inspection.

**NRS 354.613(1):** instructs, for purposes of this discussion, that "the governing body of a local government may (not)...loan or transfer money from an enterprise fund, money collected from fees imposed for the purpose for which an enterprise fund was created or any income or interest earned on money in an enterprise fund (unless)...the loan or transfer is made...(b) To pay the expenses related to the purpose for which the enterprise fund was created;" or, "(c) For a cost allocation for employees, equipment or other resources related to the purpose of the enterprise fund which is approved by the governing body under a nonconsent item that is separately listed on the agenda for a regular meeting of the governing body." NAC 354.6886 mandates that plan be reflected in a "central service cost allocation plan."

**NAC 354.8668:** instructs that "the central service cost allocation plan of a local government...must:

(2) Be limited to indirect costs for services and property provided by the local government on a centralized basis...

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

(5) Allocate costs in a manner that:

(a) Provides for an equitable distribution of general, overhead, administrative and similar costs of the local government;

(b) Allocates to an enterprise fund only costs for services and property that are assignable or chargeable to the cost objective of the enterprise fund; and,

(6) Include a description of the methodology used to determine the allocation of costs and a schedule of the current billing rates for those costs.”

**NAC 354.8668(7)**: instructs that “the central service cost allocation plan of a local government ...must...be updated annually before: (a) the date on which the local government submits its tentative budget to the Department” of Taxation.

**District Staff Submitted The District’s 2024-25 Tentative Budget to The Department of Taxation:** on April 17, 2024.

**At The Time District Staff Submitted The District’s 2024-25 Tentative Budget to The Department of Taxation, it Did Not Submit Its Proposed Central Services Allocated Plan:** Which explains why it is now seeking Board approval.

**Apart From The Procedural Deficiencies of Adopting a Central Services Allocated Cost Plan at This Late Date, Staff Will Not Include The Following Mandatory Provisions of NAC 354.867:** “The costs which may be allocated to an enterprise fund of a local government pursuant to paragraph (c) of subsection 1 of NRS 354.613 must be...

(a) Necessary and reasonable for the proper and efficient administration and performance of the enterprise fund;

(b) Consistent with policies, regulations and procedures that apply uniformly to the enterprise fund and other activities of the local government;

(c) Determined in accordance with generally accepted accounting principles; and,

(d) Documented adequately for independent verification.

And in determining whether a cost is a reasonable cost for the purposes of subsection 1, consideration must be given to:

(a) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the enterprise fund;

(b) Whether the cost is consistent with sound business practices, the indicia of an arm’s length transaction, and the requirements and restraints imposed by state laws and regulations;

(c) The market prices for comparable services or property;

(d) Whether the persons incurring the cost acted with prudence under the circumstances considering their responsibilities to each pertinent governmental unit and its employees, and to the general public; and,

(e) Any significant deviations from the established practices of the local government that may have unjustifiably increased the cost.

**NRS 354.613(8):** instructs that “for the purposes of paragraph (c) of subsection 1, (of NRS 354.613), the Committee on Local Government Finance shall adopt regulations setting forth the extent to which general, overhead, administrative and similar expenses of a local government of a type described in paragraph (c) of subsection 1 may be allocated to an enterprise fund.”

**My May 25, 2024 E-Mail to The Board<sup>2</sup>:** On May 25, 2024 I sent the Board an e-mail wherein I discussed this agenda item, and recommended the public hearing be cancelled inasmuch as any central services allocated cost plan had to be approved prior to filing a tentative budget with the Department of Taxation. Rather than recounting the substance of my comments, I refer the reader to said Exhibit “A.”

**Because of All of The Above Facts, I Protest And Request Board Members Refuse to Adopt The Proposed Central Services Allocated Cost Plan:**

**NRS 354.626(1):** instructs that “any officer or employee of a local government who willfully violates NRS 354.470 to 354.626, inclusive, is guilty of a misdemeanor and upon conviction thereof ceases to hold his or her office or employment.” Because of NRS 654.613(8) above, this means that when a person violates the NAC 354.8668 or 354.867, he’s/she’s violating NRS 613 as well as 626.

**Conclusion:** This staff behavior just keeps happening over and over and over again. Arrogant, incompetent, unethical and over compensated staff get replaced by even more unqualified, equally incompetent and arrogant, and more over compensated staff. And look at the results. As I’ve pointed out so many times before, these are all red flags of a criminal syndicate<sup>3</sup>. And you wonder why your

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<sup>2</sup> That e-mail is attached as Exhibit “A” to this written statement.

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

Recreation ("RFF")/Beach ("BFF") Facility Fees which fund these central services allocated cost transfers continue as involuntary subsidies? And they are as high as they are?

When is the Board going to put members' collective feet down and put an end to these practices? Given NRS 318.515(1) states that where the: "(a) district...is not being properly managed; (or, its) (b) board of trustees...district is not complying with the provisions of...any other law;" when will the Board notify the Washoe County Board of Commissioners to hold a hearing to consider whether to: (a) adopt an ordinance (substituting)...the board of county commissioners, *ex officio*, as the board of trustees of the district; (b) adopt an ordinance providing for the merger, consolidation or dissolution of the district...(c) file a petition in the district court for the county in which the district is located for the appointment of a receiver for the district; or, (d) determine by resolution that management and organization of the district remain unchanged?" Don't you think the time has come to start becoming fiscally responsible?

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

**EXHIBIT "A"**

## Please Remove Agenda Item G(3)(B) From The May 29, 2024 BOT Public Hearing/Meeting Because The BOT Has Not Complied With The NRS

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**From:** <s4s@ix.netcom.com>  
**To:** Schmitz Sara <schmitz\_trustee@ivgid.org>  
**Cc:** Dent Matthew <dent\_trustee@ivgid.org>, Tonking Michaela <tonking\_trustee@ivgid.org>, Noble Dave <noble\_trustee@ivgid.org>, Tulloch Ray <tulloch\_trustee@ivgid.org>, <bma@ivgid.org>  
**Subject:** Please Remove Agenda Item G(3)(B) From The May 29, 2024 BOT Public Hearing/Meeting Because The BOT Has Not Complied With The NRS  
**Date:** May 25, 2024 8:50 PM

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Chairperson Schmitz and Other Honorable Members of the IVGID Board -

Because you the BOT won't exercise financial responsibility insofar as IVGID is concerned, you're forcing the public to take measures into their own hands to compel each of you to deliver on what you campaigned on. So here I am asking you take action which forces your staff to become financially responsible. And comports with the meaningful public hearing notice provisions of NRS 354.

Please cancel the public hearing noticed for May 29, 2024 and remove the request the BOT adopt an updated central services cost allocation plan at that upcoming meeting. Removing this matter represents a huge first step in addressing everything that's wrong in our District. And just so we're speaking apples-to-apples, I'm not talking about a one page spreadsheet summary. But rather, an actual central services cost allocation plan as that plan is described at NAC 354.8668.

Agenda item G(3) for this meeting notices adoption of the Incline Village General Improvement District Final Budget for Fiscal Year 2024/2025. And it includes at item G(3)(B) Approval of the District's Fiscal Year 2024 - 2025 Central Service Cost Allocation Plan.

NRS 354.598(1) instructs that "at the time and place advertised for public hearing...the governing body shall hold a public hearing on the tentative budget, at which time interested persons must be given an opportunity to be heard." But if the public has not had the meaningful opportunity to examine and critique a key element of that budget, the District's proposed central services cost allocation plan, it renders such public hearing illusory and in name only.

Moreover, the notice of public hearing states that "the budget (and presumably the proposed central services cost allocation plan) has been prepared in such detail and...copies...are on file for public inspection at the offices of the" IVGID. BOT members know this representation is **false**. Approval of such a budget is ongoing. And no proposed central services cost allocation plan has been produced for examination and critique. Since NAC 354.6886(8) instructs that IVGID's "governing body...must approve any cost allocation for employees, equipment or other resources related to the purpose of the enterprise fund...under a nonconsent item that is separately listed on the agenda for a regular meeting of the governing body," the inference is clear that the public must have the meaningful opportunity to examine and critique said proposed central services cost allocation plan.

Yet as of today's date and time (after business hours assuming arguendo today is an IVGID business day), 8:55 P.M. (five minutes to 9 P.M.), staff have refused to make available for public examination the District's proposed updated central services plan. Not knowing what said plan addresses or fails to address, I and others I know are unable to meaningfully prepare for the aforesaid public hearing. And given tomorrow is a Sunday, and the day-after tomorrow is Memorial Day, a federal holiday, I expect staff will not be able to produce a proposed undated central services plan for the public's examination until next Tuesday, May 28, 2024 at the earliest. This renders the aforesaid public hearing meaningless, and unacceptable.

The right and honest thing to do is delay the public hearing on staff's proposed central services cost allocation plan until a minimum of seven (7) and a maximum of fourteen (14) days have elapsed before the date set for a revised hearing, and staff have prepared an updated central services allocation plan in such detail and on appropriate forms as prescribed by the Department of Taxation, and to have such plan on file and available for public inspection as NRS 354.596(3) instructs.

Finally, let me call your attention to NRS 354.613(7) which states as follows: "The sole remedy for a violation of this section is the penalty provided in NRS 354.626. Any person who pays a fee (i.e., the RFF, the BFF and water/sewer rates and charges) for the enterprise for which the enterprise fund is created may file a complaint with the district attorney or Attorney General alleging a violation of this section for prosecution pursuant to NRS 354.626."

Thank you for your cooperation. Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE  
WRITTEN MINUTES OF THE IVGID BOARD'S REGULAR MAY 29, 2024  
REGULAR MEETING – AGENDA ITEM G(3)(A)(2) – HOODWINKING  
THE BOARD INTO APPROVING STAFF'S BLOATED STAFFING  
AND COMPENSATIONM LEVELS FOR FISCAL YEAR 2024-25**

**Introduction:** Well here's yet "another one" as my friend DJ Kahled would say<sup>1</sup>. More evidence of staff arrogance, deceit, lack of professionalism, and the flagrant disregard for the financial sustainability of the District. This time it's staff's underhanded inclusion of an agenda item which unnecessarily ratifies and affirms their outrageous staffing and compensation demands. And that's the purpose of this written statement.

**Staff's Proposed Staffing Level Demands For Fiscal Year 2024-25:** On May 20, 2024 the Board held a special meeting workshop to finalize the state mandated final budget for fiscal year 2024-25. In that 127 pages of material, staff included a list of "authorized positions" along with whether they were full time equivalent ("FTE") or seasonal, and the salary range to be assigned to each. So the reader can get an idea of the extent of this document, it is attached to this written statement as Exhibit "A."

**Staff's Proposed Compensation Level Demands For Fiscal Year 2024-25:** On May 23, 2024 the Board held another special meeting workshop with the same intent to finalized the state mandated final budget for fiscal year 2024-25. At the Board's May 20, 2024 meeting several trustees instructed staff that their proposed staffing and compensation levels were out of line and unacceptable. So staff were directed to make drastic cuts and return on May 23, 2024.

At the May 23, 2024 meeting staff handed out a series of materials which proposed those cuts. One of the documents was a proposed budget broken down by fund, comparing staff's initial May 20, 2024 numbers to their recommended modifications. This "District Roll-up" document is attached to this written statement as Exhibit "B."

There the reader can see where initially staff proposed personnel costs totaling a whopping \$30,755,181 system wide. And after recommended cost cutting, staff proposed another whopping \$30,608,659. In other words, a whopping reduction of \$146,522, system wide. Which again was not acceptable to several trustees.

Regardless, the reader can see the extent of staffing compensation being proposed.

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

**Translating Staff's Salary Levels to Dollar Amounts:** Staff has prepared a matrix which converts salary levels to currency. And the latest matrix is attached to this written statement as Exhibit "C."

Also at the Board's May 20, 2024 meeting staff prepared a partial listing of the full burdened costs for some of those staff in the District's General Fund. That listing is attached to this written statement as Exhibit "D."

**My May 27, 2024 E-Mail to The Board<sup>2</sup>:** On May 27, 2024 I sent the Board an e-mail wherein I discussed this agenda item, why it had been inserted by staff, and the ramifications of its approval. Rather than recounting the substance of my comments, I refer the reader to said Exhibit "E."

**You Need to REJECT This Agenda Item Otherwise You Will Be Acceding These Outrageous Staffing And Compensation Levels to Staff:**

**Conclusion:** This behavior just keeps happening over and over and over again. Arrogant, deceitful, unethical and over compensated staff get replaced by even more unqualified, equally deceitful and more over compensated staff. And look at the results. As I've pointed out so many times before, these are all the red flags of a criminal syndicate<sup>3</sup>. And you wonder why your Recreation ("RFF") and Beach ("BFF") Facility Fees continue as involuntary subsidies? And they are as high as they are?

When is the Board going to put members' collective feet down and put an end to these practices? Given NRS 318.515(1) states that where the: "(a) district...is not being properly managed; (or, its) (b) board of trustees...district is not complying with the provisions of...any other law;" when will the Board notify the Washoe County Board of Commissioners to hold a hearing to consider whether to: (a) adopt an ordinance (substituting)...the board of county commissioners, *ex officio*, as the board of trustees of the district; (b) adopt an ordinance providing for the merger, consolidation or dissolution of the district...(c) file a petition in the district court for the county in which the district is located for the appointment of a receiver for the district; or, (d) determine by resolution that management and organization of the district remain unchanged?" Don't you think the time has come to start becoming fiscally responsible?

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

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<sup>2</sup> That e-mail is attached as Exhibit "E" to this written statement.

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

# EXHIBIT "A"

AUTHORIZED POSITIONS  
2024-2025 BUDGET

Position Number Desc	Salary Grade	Status	Notes	Title formerly
<b>Administrative Services</b>				
TRUSTEE	n/g			
GENERAL MANAGER	Contract	FTE		
ASSISTANT GENERAL MANAGER	42	FTE	Budgeting for FY 24/25	
DISTRICT CLERK	33	FTE		
MEETING/IT COORDINATOR	24	FTE	New for FY 24/25	
DIRECTOR OF ADMINISTRATIVE SERVICES	40	FTE		
DIRECTOR OF FINANCE	42	FTE	Currently unfilled	
ASSISTANT DIRECTOR OF FINANCE	40	FTE		
CONTROLLER	33	FTE		
ACCOUNTANT	25	FTE	3 Positions	
COMMUNITY SVCS BUDGET ANALYST	28	FTE		
SENIOR ACCOUNTANT	27	FTE		
MANAGEMENT ANALYST	28	FTE		
PURCHASING & CONTRACTS MANAGER	33	FTE	Currently unfilled	
ACCOUNTS PAYABLE TECHNICIAN	18	FTE		
PAYROLL GENERALIST	22	FTE	Currently unfilled	
SR IT ANALYST	28	FTE		
DIR INFO SYSTEMS & TECHNOLOGY	38	FTE		
IT/PROJECT MANAGER	32	FTE	Job title change	Software Specialist
IT NETWORK ADMINISTRATOR	26	FTE		
POS/PRODUCT ADMINISTRATOR	22	FTE	New for FY 24/25	
IT TECHNICIAN	22	FTE	2 Positions	
REVENUE MANAGER	29	FTE	Currently unfilled	
REVENUE OFFICE SUPERVISOR	24	FTE		
REVENUE OFFICE TECHNICIAN	18	FTE	Currently unfilled	
DIRECTOR OF HUMAN RESOURCES	38	FTE		
TALENT ACQUISITION SPECIALIST	28	FTE		
HR/RISK MANAGER	33	FTE	Job title change	Sr HR Analyst/Safety Sprvrs
RECEPTIONIST/SR ADMIN CLERK	18	FTE		
HR/BENEFITS COORDINATOR	25	FTE	Job title change	Payroll/Benefits Coordinator
HR/RECRUITING ASSISTANT	20	FTE		
SAFETY SPECIALIST	25	FTE		
SPECIAL PROJECTS	n/g	PT/OC		
<b>Public Works</b>				
DIRECTOR OF PUBLIC WORKS	44	FTE		
UTILITIES SUPERINTENDENT	36	FTE		
PW ADMINISTRATIVE SUPERVISOR	28	FTE		
CUSTOMER SERVICE CLERK	n/g	PT		
PUBLIC WORKS ADMIN MANAGER	32	FTE		
CUSTOMER SERVICE REP I/II	G3	FTE		
UTILITIES ASSET MGMT TECHNICIAN	G9	FTE		
UTILITIES MAINTENANCE SPECIALIST	32	FTE		
PUBLIC WORKS MAINTENANCE I	G6	FTE		
PUBLIC WORKS MAINTENANCE I/II	G7	FTE	New for FY 24/25	
COLLECTION/DISTRIBUTION SUPV	31	FTE		
COLLECTION/DISTRIBUTION OIT	G6	FTE		
COLLECTION/DISTRIBUTION OP I	G8	FTE	2 Positions	
COLLECTION/DISTRIBUTION OP II	G9	FTE	3 Positions	
COLLECTION/DISTRIBUTION OP III/ASST SPVSR	G11	FTE		
DRIVER PUBLIC WORKS	n/g	PT		
COMPLIANCE SUPRV/CHIEF INSPECTOR	31	FTE		
INSPECTOR I - CERTIFIED	G8	FTE		
INSPECTOR II	G9	FTE		
SENIOR INSPECTOR	G10	FTE		
SENIOR ELECTRICIAN/INSTRUMENTATION TECH	G11	FTE		
ELECTRICIAN/INSTRUMENTATION TECH	G9	FTE		
METER TECHNICIAN I/II	G7	FTE		
SCADA TECHNICIAN/INSTRUMENTATION TECH	G11	FTE	Job title change	SCADA Engineer
WETLANDS HUNTING COORDINATOR	n/g	OC		
WATER/WASTEWATER OIT	G8	FTE	2 Positions	
WATER/WASTEWATER OPERATOR I	G8	FTE		
WATER/WASTEWATER OPERATOR II	G9	FTE		
WATER/WASTEWATER OPERATOR III	G10	FTE		
CHIEF CHEMIST	31	FTE		
LABORATORY ANALYST I/II	G8	FTE		

AUTHORIZED POSITIONS  
2024-2025 BUDGET

Position Number Desc	Salary Grade	Status	Notes	Title formerly
WATER/WASTEWATER SUPERVISOR	31	FTE		
ASST WTR/WW OPIII SUPERV WW LEAD	G11	FTE		
RESOURCE CONSERVATIONIST	29	FTE		
PUBLIC WORKS PROGRAM COORDINATOR II	21	FTE		
PUBLIC WORKS TECHNICIAN	21	FTE		
<b>Community Services/Beach</b>				
GENERAL MANAGER - GOLF OPERATIONS	38	FTE		
SENIOR HEAD GOLF PROFESSIONAL	27	FTE		
1ST ASSISTANT - CHAMPIONSHIP	18	FTE		
OUTSIDE SERVICES SUPERVISOR	n/g	SEASONAL		
MTN COURSE GOLF SHOP STAFF	n/g	SEASONAL		
OUTSIDE SERVICES STAFF	n/g	SEASONAL		
GOLF SHOP STAFF	n/g	SEASONAL		
ASST GOLF PRO - TOURNAMENT COORDINATOR	n/g	SEASONAL		
DISTRICT MERCHANDISER	20	FTE		
LEAD GOLF SHOP STAFF	n/g	SEASONAL		
STARTER/RANGER - CHAMP COURSE	n/g	SEASONAL		
TEACHING PROFESSIONAL	n/g	SEASONAL		
STARTER/RANGER - MTN COURSE	n/g	SEASONAL		
MTN COURSE LEAD GOLF SHOP STAFF	n/g	SEASONAL		
GROUNDS SUPERINTENDENT GOLF COURSES	33	FTE		
ASST. SUPT CHAMPIONSHIP COURSE	24	FTE		
MAINTENANCE CREW FOREMAN	18	FTE		
MAINTENANCE GROUNDS WORKER	n/g	SEASONAL		
IRRIGATION TECHNICIAN - GOLF	n/g	SEASONAL		
HORITCULTURIST - GOLF	n/g	SEASONAL		
ASST. SUPT MOUNTAIN COURSE	23	FTE		
FOOD & BEVERAGE DIRECTOR	33	FTE		
FOOD & BEVERAGE FOH MANAGER	28	FTE	Job title change	Assistant F&B Manager
EXECUTIVE CHEF	30	FTE		
SOUS CHEF	21	FTE		
COOK	n/g	SEASONAL		
PREP COOK	n/g	SEASONAL		
DISHWASHER	n/g	SEASONAL		
FOOD & BEV ON DUTY SUPERVISOR	n/g	SEASONAL		
BARTENDER	n/g	SEASONAL		
SERVER	n/g	SEASONAL		
BUSSER	n/g	SEASONAL		
GRILLE HOST	n/g	SEASONAL		
SNACK BAR ATTENDANT	n/g	SEASONAL		
BEACH SNACK BAR ATTENDANT	n/g	SEASONAL		
BAR CART ATTENDANT	n/g	SEASONAL		
FOOD & BEVERAGE CASHIER	n/g	SEASONAL		
LEAD F&B CASHIER	n/g	SEASONAL		
EVENT COORDINATOR	20	FTE		
SNOWFLAKE SUPERVISOR	n/g	SEASONAL		
BANQUET BAR CAPTAIN	n/g	OC		
BANQUET BARTENDER	n/g	OC		
BANQUET SERVER	n/g	OC		
BANQUET CAPTAIN	n/g	OC		
BANQUET COOK	n/g	OC		
BANQUET PREP COOK	n/g	OC		
BANQUET DISHWASHER	n/g	OC		
BANQUET CHEF	21	FTE		
CHATEAU RECEPTIONIST/CLERK	n/g	SEASONAL		
FACILITIES OPERATIONS ASST.	n/g	OC		
FACILITIES OPERATIONS LEAD	16	FTE		
SALES & EVENT COORDINATOR	23	FTE		
SKI RESORT GENERAL MANAGER	38	FTE		
SKI OPERATIONS MANAGER	33	FTE		
RECEPTIONIST/ADMIN CLERK	18	FTE		
LIFT OPERATIONS - SUPERVISOR	21	FTE	Job title change	Assistant Lift Manager
LIFT MANAGER	26	FTE		
LIFT MAINTENANCE TECHNICIAN	21	FTE		
LEAD LIFT OPERATOR	n/g	SEASONAL		
LIFT OPERATOR/TICKET CHECKER	n/g	SEASONAL		
LIFT MAINTENANCE LABORER	n/g	SEASONAL		

AUTHORIZED POSITIONS  
2024-2025 BUDGET

Position Number Desc	Salary Grade	Status	Notes	Title formerly
SNOWMAKER	n/g	SEASONAL		
SLOPE MAINTENANCE MANAGER	26	FTE		
ASSISTANT SLOPE MAINT MANAGER	24	FTE		
GROOMER	n/g	SEASONAL		
TERRAIN PARK ATTENDANT	n/g	SEASONAL		
MOUNTAIN MAINTENANCE WORKER	n/g	SEASONAL		
BASE OPERATIONS MANAGER	26	FTE		
BASE OPERATIONS SUPERVISOR	n/g	SEASONAL		
MAINTENANCE PROPERTY OPS	n/g	SEASONAL		
TRAM DRIVER	n/g	SEASONAL		
SHUTTLE/TRAM DRIVER	n/g	SEASONAL		
JR. PARKING ATTENDANT	n/g	SEASONAL		
PARKING ATTENDANT	n/g	SEASONAL		
SKI PATROL DIR/SAFETY COORD	n/g	SEASONAL		
SKI PATROLLER	n/g	SEASONAL		
DISPATCHER	n/g	SEASONAL		
SKI PATROL ASSISTANT DIRECTOR	n/g	SEASONAL		
ASST. DIR OF SKIER SERVICES	n/g	SEASONAL		
DIRECTOR OF SKIER SERVICES	n/g	SEASONAL		
SKI/SNOWBOARD SUPERVISOR	n/g	SEASONAL		
SKI/SNOWBOARD INSTRUCTOR	n/g	SEASONAL		
MARKETING & COMMUNICATIONS MANAGER	31	FTE	Job title change	Marketing Manager
ASSISTANT MKTG & COMMUNICATIONS MANAGER	29	FTE	Job title change	Marketing Coordinator
PUBLIC INFORMATION COORDINATOR	29	FTE	Job title change	Districtwide Communications Coordinator
MKTG VIDEO/PHOTO PROD COORD	n/g	SEASONAL		
RENTAL SHOP MANAGER	n/g	SEASONAL		
ASST. RENTAL SHOP MANAGER	n/g	SEASONAL		
HYATT SHOP STAFF	n/g	SEASONAL		
RENTAL TECHNICIAN	n/g	SEASONAL		
REPAIR SHOP TECHNICIAN	n/g	SEASONAL		
LEAD HYATT SHOP STAFF	n/g	SEASONAL		
LEAD RENTAL TECHNICIAN	n/g	SEASONAL		
RENTAL ATTENDANT	n/g	SEASONAL		
CSC SUPERVISOR	n/g	SEASONAL		
CSC INSTRUCTOR	n/g	SEASONAL		
JR. CSC INSTRUCTOR	n/g	SEASONAL		
CSC GUEST SERVICES	n/g	SEASONAL		
CSC LEAD GUEST SERVICES	n/g	SEASONAL		
CSC RENTAL TECHNICIAN	n/g	SEASONAL		
REVENUE SAFE CLERK	16	FTE		
TICKET OFFICE SUPERVISOR	n/g	SEASONAL		
LEAD CASHIER	n/g	SEASONAL		
CASHIER	n/g	SEASONAL		
MOUNTAIN HOST	n/g	SEASONAL		
PRIVATE REQUEST RATE	n/g	SEASONAL		
COMMUNITY SERVICES AMBASSADOR	20	FTE	New for FY 24/25	
ASSISTANT COMM SVCS AMBASSADOR	n/g	PT	Job title change	Lead Beach Host (OT Eligible)
PARKING & BOAT RAMP ATTENDANT	n/g	SEASONAL		
LEAD BEACH HOST II	n/g	SEASONAL		
LEAD BEACH HOST I	n/g	SEASONAL		
BEACH HOST I	n/g	SEASONAL		
BEACH HOST II	n/g	SEASONAL		
PARKS SUPERINTENDENT	33	FTE		
PARKS SUPERVISOR	20	FTE		
PARKS CREW SUPERVISOR	18	FTE		
SENIOR MAINTENANCE WORKER	n/g	SEASONAL		
MAINTENANCE WORKER	n/g	SEASONAL		
IRRIGATION TECH - FTYR	16	FTE		
PARKS ADMINISTRATIVE ASSISTANT	n/g	PT		
HEAD TENNIS & PICKLEBALL PROFESSIONAL	n/g	SEASONAL		
TENNIS & PICKLEBALL CENTER SUPERVISOR	n/g	SEASONAL		
TENNIS & PICKLEBALL INSTRUCTOR	n/g	SEASONAL		
TENNIS & PICKLEBALL HOST	n/g	SEASONAL		
TENNIS & PICKLEBALL COURT WASH	n/g	SEASONAL		
PARKS & RECREATION CENTER MGR	24	FTE		
REC COORD-FITNESS HLTH&WELLNESS	20	FTE		
REC SUPERVISOR-AQUATICS	22	FTE		
REC SUPERVISOR - SENIORS	22	FTE		

AUTHORIZED POSITIONS  
2024-2025 BUDGET

Position Number Desc	Salary Grade	Status	Notes	Title formerly
REC SUPV - SPORTS & CMNTY PROG	22	FTE		
PARKS & REC CLERK - I	16	FTE		
SR. PARKS & RECREATION CLERK	18	FTE		
ASST PARKS & RECREATION CLERK	n/g	PT		
PARKS & RECREATION CLERK II	16	FTE		
SENIOR RECREATION LEADER	n/g	PT		
RECREATION LEADER	n/g	PT		
BUS DRIVER RECREATION	n/g	PT		
BUS DRIVER RECREATION	n/g	PT		
SPORTS SITE SUPERVISOR	n/g	PT		
SPORTS SPECIALIST	n/g	PT		
SENIOR CHILD CARE LEADER	n/g	PT		
CHILD CARE LEADER	n/g	PT		
FITNESS FACILITY ROVER	n/g	PT		
SR. FITNESS INSTRUCTOR	n/g	PT		
FITNESS INSTRUCTOR	n/g	PT		
PERSONAL TRAINER	n/g	PT		
SR. AQUACISE INSTRUCTOR	n/g	PT		
AQUACISE INSTRUCTOR	n/g	PT		
PARK & REC MEETING RATE	n/g	PT		
DIRECTOR OF PARKS & RECREATION	38	FTE		
RECREATION ADMINISTRATOR SPECIALIST	18	FTE		
AQUATICS ASSISTANT EXEMPT	17	FTE		
LEAD LIFEGUARD	n/g	SEASONAL		
LIFEGUARD	n/g	SEASONAL		
SWIM INSTRUCTOR	n/g	SEASONAL		
SWIM COACH	n/g	SEASONAL		
REC SUPV-OPS & COMNTY PROGRMG	22	FTE		

**Internal Services**

FLEET SUPERINTENDENT	32	FTE		
MECHANIC I	G8	FTE		
MECHANIC II	G9	FTE		
MECHANIC II CERTIFIED	G9	FTE		
ENGINEERING MANAGER	41	FTE		
SENIOR ENGINEER	34	FTE	Budgeting for FY 24/25	
PRINCIPAL ENGINEER	38	FTE		
ASSOCIATE ENGINEER	32	FTE		
DISTRICT PROJECT MANAGER	34	FTE		
PW CONTRACT ADMINISTRATOR II	25	FTE		
BUILDINGS SUPERINTENDENT	29	FTE		
ASSISTANT BUILDINGS SUPT	24	FTE		
BUILDINGS MAINTENANCE II	G6	FTE		
BUILDINGS MAINTENANCE II	G7	FTE		
BUILDINGS MAINT III-ELECTRICAL	G7	FTE		
BUILDINGS MAINTENANCE II	G7	FTE		

**EXHIBIT "B"**



## **EXHIBIT "C"**

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**

**Standard Salary Ranges**

**Effective July 1, 2023**

*Top of Ranges Increased 4.5%  
from previous year.  
Min to Max 40%*

GRADE	HOURLY			BI-WEEKLY			ANNUAL		
	Minimum	Mid	Max	Minimum	Mid	Max	Minimum	Mid	Max
16	\$21.97	\$26.36	\$30.75	\$1,757	\$2,109	\$2,460	\$45,692	\$54,831	\$63,969
17	\$23.07	\$27.68	\$32.29	\$1,845	\$2,214	\$2,583	\$47,977	\$57,572	\$67,168
18	\$24.22	\$29.06	\$33.91	\$1,938	\$2,325	\$2,713	\$50,376	\$60,451	\$70,526
19	\$25.43	\$30.52	\$35.60	\$2,034	\$2,441	\$2,848	\$52,894	\$63,473	\$74,052
20	\$26.70	\$32.04	\$37.38	\$2,136	\$2,563	\$2,991	\$55,539	\$66,647	\$77,755
21	\$28.04	\$33.64	\$39.25	\$2,243	\$2,692	\$3,140	\$58,316	\$69,979	\$81,643
22	\$29.44	\$35.33	\$41.21	\$2,355	\$2,826	\$3,297	\$61,232	\$73,478	\$85,725
23	\$30.91	\$37.09	\$43.27	\$2,473	\$2,967	\$3,462	\$64,293	\$77,152	\$90,011
24	\$32.46	\$38.95	\$45.44	\$2,596	\$3,116	\$3,635	\$67,508	\$81,010	\$94,511
25	\$34.08	\$40.89	\$47.71	\$2,726	\$3,272	\$3,817	\$70,884	\$85,060	\$99,237
26	\$35.78	\$42.94	\$50.10	\$2,863	\$3,435	\$4,008	\$74,428	\$89,313	\$104,199
27	\$37.57	\$45.09	\$52.60	\$3,006	\$3,607	\$4,208	\$78,149	\$93,779	\$109,409
28	\$39.45	\$47.34	\$55.23	\$3,156	\$3,787	\$4,418	\$82,057	\$98,468	\$114,879
29	\$41.42	\$49.71	\$57.99	\$3,314	\$3,977	\$4,639	\$86,159	\$103,391	\$120,623
30	\$43.49	\$52.19	\$60.89	\$3,480	\$4,175	\$4,871	\$90,467	\$108,561	\$126,654
31	\$45.67	\$54.80	\$63.94	\$3,653	\$4,384	\$5,115	\$94,991	\$113,989	\$132,987
32	\$47.95	\$57.54	\$67.13	\$3,836	\$4,603	\$5,371	\$99,740	\$119,688	\$139,636
33	\$50.35	\$60.42	\$70.49	\$4,028	\$4,834	\$5,639	\$104,727	\$125,673	\$146,618
34	\$52.87	\$63.44	\$74.01	\$4,229	\$5,075	\$5,921	\$109,964	\$131,956	\$153,949
35	\$55.51	\$66.61	\$77.71	\$4,441	\$5,329	\$6,217	\$115,462	\$138,554	\$161,647
36	\$58.29	\$69.94	\$81.60	\$4,663	\$5,595	\$6,528	\$121,235	\$145,482	\$169,729
37	\$61.20	\$73.44	\$85.68	\$4,896	\$5,875	\$6,854	\$127,297	\$152,756	\$178,215
38	\$64.26	\$77.11	\$89.96	\$5,141	\$6,169	\$7,197	\$133,662	\$160,394	\$187,126
39	\$67.47	\$80.97	\$94.46	\$5,398	\$6,477	\$7,557	\$140,345	\$168,414	\$196,482
40	\$70.85	\$85.02	\$99.19	\$5,668	\$6,801	\$7,935	\$147,362	\$176,834	\$206,307
41	\$74.39	\$89.27	\$104.15	\$5,951	\$7,141	\$8,332	\$154,730	\$185,676	\$216,622
42	\$78.11	\$93.73	\$109.35	\$6,249	\$7,498	\$8,748	\$162,466	\$194,960	\$227,453
43	\$82.01	\$98.42	\$114.82	\$6,561	\$7,873	\$9,186	\$170,590	\$204,708	\$238,826
44	\$86.12	\$103.34	\$120.56	\$6,889	\$8,267	\$9,645	\$179,119	\$214,943	\$250,767
45	\$90.42	\$108.50	\$126.59	\$7,234	\$8,680	\$10,127	\$188,075	\$225,690	\$263,305

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**  
**Union Salary Ranges**  
**Effective July 1, 2023**

**Uncertified Scale**

*Top of Ranges Increased 4.5%  
from previous year.  
Min to Max 40%*

GRADE	HOURLY			BI-WEEKLY			ANNUAL		
	Minimum	Mid	Max	Minimum	Mid	Max	Minimum	Mid	Max
G3	\$23.44	\$28.13	\$32.82	\$1,875	\$2,251	\$2,626	\$48,761	\$58,513	\$68,265
G4	\$24.64	\$29.57	\$34.49	\$1,971	\$2,365	\$2,759	\$51,247	\$61,496	\$71,746
G5	\$25.87	\$31.04	\$36.21	\$2,069	\$2,483	\$2,897	\$53,804	\$64,565	\$75,326
G6	\$26.76	\$32.11	\$37.46	\$2,140	\$2,568	\$2,997	\$55,651	\$66,781	\$77,911
G7	\$29.70	\$35.64	\$41.58	\$2,376	\$2,851	\$3,326	\$61,777	\$74,132	\$86,488
G8	\$32.55	\$39.06	\$45.57	\$2,604	\$3,125	\$3,646	\$67,708	\$81,249	\$94,791
G9	\$35.51	\$42.62	\$49.72	\$2,841	\$3,409	\$3,978	\$73,870	\$88,643	\$103,417
G10	\$38.41	\$46.09	\$53.77	\$3,073	\$3,687	\$4,302	\$79,889	\$95,867	\$111,845
G11	\$41.31	\$49.57	\$57.84	\$3,305	\$3,966	\$4,627	\$85,927	\$103,112	\$120,297
G12	\$44.24	\$53.09	\$61.93	\$3,539	\$4,247	\$4,955	\$92,017	\$110,421	\$128,824

Note: Each Grade has been set at amount relative to the Position assigned to that Grade.

Salary Allocations

100% allocated to GF



	Burdened Cost	Impact to GF	General Fund Savings	Impact to 200	Impact to 300	Impact to 390
<b>IT</b>						
123401 - DIR INFO SYSTEMS & TECHNOLOGY	243,274	48,655	194,619	53,520	124,070	17,029
123201 - SR IT ANALYST	168,323	33,665	134,658	37,031	85,845	11,783
123701 - IT NETWORK ADMINISTRATOR	140,951	28,190	112,761	31,009	71,885	9,867
123902 - IT TECHNICIAN	106,455	21,291	85,164	23,420	54,292	7,452
123901 - IT TECHNICIAN	104,109	20,822	83,287	22,904	53,096	7,288
123501 - IT/PROJECT MANAGER	209,435	41,887	167,548	46,076	106,812	14,660
123601 - POS PRODUCT ADMINISTRATOR	138,566	13,857	124,709	22,171	88,682	13,857
<b>ADMIN/GM</b>						
111301 - PUBLIC INFORMATION COORD	158,444	7,922	150,522	-	150,522	-
111601 - DIRECTOR OF ADMIN SVCS	287,870	51,817	236,053	63,331	152,571	20,151
111101 - Assistant GM	341,031	68,206	272,825	34,103	204,619	34,103
111001 - GENERAL MANAGER	494,229	296,537	197,692	59,308	118,615	19,769
<b>Total</b>	<b>2,392,687</b>	<b>632,849</b>	<b>1,759,838</b>	<b>392,873</b>	<b>1,211,009</b>	<b>155,959</b>

Departments	Impact
Champ Golf	191,031
Mt Golf	80,238
Rec Center	156,903
Tennis	42,458
Community Services	169,339
Ski	484,274
Beaches	155,958
Facilities	86,765
Water	196,436
Sewer	196,436

## **EXHIBIT “E”**

## May 29, 2024 IVGID BOT Meeting - Agenda Item G(3)(A)(2) - Can it Get Any Worse? Yes it Can! Approve Fiscal Year 2024 - 2025 Staffing Levels.

**From:** <s4s@ix.netcom.com>  
**To:** Schmitz Sara <schmitz\_trustee@ivgid.org>  
**Cc:** Dent Matthew <dent\_trustee@ivgid.org>, Tonking Michaela <tonking\_trustee@ivgid.org>, Noble Dave <noble\_trustee@ivgid.org>, Tulloch Ray <tulloch\_trustee@ivgid.org>, <bma@ivgid.org>  
**Subject:** May 29, 2024 IVGID BOT Meeting - Agenda Item G(3)(A)(2) - Can it Get Any Worse? Yes it Can! Approve Fiscal Year 2024 - 2025 Staffing Levels.  
**Date:** May 27, 2024 9:57 AM

Chairperson Schmitz and the Other Honorable Members of the IVGID Board -

As I've observed, the more one studies what our wonderful staff do on our behaves, the more arrogance and wrongdoing is revealed. And here I will speak about another small example which is really more and more emblematic of wrongdoing! As my friend DJ Khaled would say, "here's another one!"

Your attention is directed to agenda item G(3)(A)(2) for Wednesday' BOT meeting/public hearing. There you wonderful staff are attempting to hookwink you into approving their outrageously bloated personnel requests, as well as their outrageously high staffing compensation levels. Because this way, you will be precluded thereafter from objecting. Why? Because you will have approved them as part of the budget. Just like the stunt staff pulled with respect to the skateboard park project I brought to your attention yesterday. Thus this request, in my opinion, is just another example of the continued dirtiness of staff!

To see what I am talking about, look at pages 123-126 of the packet of materials prepared by staff in anticipation of the BOT's May 20, meeting ("the 5/20/2024 board packet"). A full 31 of such FTEs just for "administrative services" assigned to the General Fund. Look at the salary grades pre-inserted by staff. This is what staff want you to approve. And since they know you won't, they have to figure out another way to trick you into approving the same. Hence, this agenda item!

Why is this matter agendized for possible action? After all, aren't staffing and compensation levels included in an approved budget? Is there something in NRS 354 which mandates the Board approve staffing and compensation levels as part of the final budget process? Or do our wonderful staff have something more nefarious in mind? Well I'm here to tell you **it's the latter!** Don't let these people get away with this fraud. **Strike this matter from the agenda**, and if you vote to approve the budget, expressly DON'T vote to approve staff proposed staffing and compensation levels. Pure and simple.

And as I have attempted to demonstrate, if you think this wrongdoing is limited to including a matter such as this one onto the agenda, **you're crazy**. What we really need to do is investigate **EVERYTHING** in the detail your wonderful staff do. So that we learn the full truth. Becuase you can't trust these people. Got that Linda Kahrs? Got that Trish McKeown? Got that Kristi Wells? Got that Trustee Noble?

Just like you can't trust them to come forward with a budget along the lines suggested by a majority of the Board which incorporates massive cost reductions. Because they think we work for them versus the opposite.

When are you people going to get it? Garbage like this keeps happening over-and-over-and-over again. And you never learn. You never implement internal controls to insure that stuff like this doesn't re-rear its ugly head. Wake up! This place is a criminal syndicate. There's nothing good nor moral about our staff. They just keep misrepresenting and stealing so there's always money for themselves. To the detriment of local parcel owners who are paying their outrageous salaries

and benefits. How many times do I have to suggest that the time has come to close shop? You're simply not capable of effectively managing the District. So what do you intend to do to address this sad state of affairs?

Thank you for your cooperation. Aaron Katz

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE  
WRITTEN MINUTES OF THE IVGID BOARD'S REGULAR MAY 29, 2024  
REGULAR MEETING – AGENDA ITEM G(2)(A)(1) – SETTING THE  
THE RECREATION (“RFF”) AND/OR BEACH (“BFF”) FACILITY  
FEE(S) FOR FISCAL YEAR 2024-25**

**Introduction:** Well here’s yet “another one” as my friend DJ Kahled would say<sup>1</sup>. More evidence of staff arrogance, incompetence, concealment of public records, lack of professionalism, and the flagrant disregard for the financial sustainability of the District. This time it’s the issue of RFFs and/or BFFs for 2024-25. And that’s the purpose of this written statement.

**NRS 318.197(1):** instructs that “the board may fix, and from time to time increase or decrease, electric energy, cemetery, swimming pool, other recreational facilities, television, FM radio, sewer, water, storm drainage, flood control, snow removal, lighting, garbage or refuse rates, tolls or charges other than special assessments, including, but not limited to, service charges and standby service charges, for services or facilities furnished by the district, charges for the availability of service, annexation charges, and minimum charges.”

**The District’s Current RFFs/BFFs:** Currently local parcel owners are being assessed a \$0.00 RFF, and a \$455 BFF.

**NRS 318.199(2):** instructs that “whenever the board of trustees proposes to change any individual or joint rate, toll, charge, service or product, or any individual or joint practice which will affect any rate, toll, charge, service or product, the board of trustees shall hold public hearings after 30 days’ notice has been given to all users of the service or product within the district.” NRS 318.199(3) instructs that “notice shall be given by publication in a newspaper published in the county.” NRS 318.199(5) instructs that “if, after public hearing, the board of trustees determines that the proposed action is required, the board shall adopt a resolution establishing the new or changed rates, tolls, charges, services to be performed or products to be furnished.”

**Published Notice of Tonight’s Meeting:** appears at the bottom right hand portion of page 19 of the Tahoe Daily Tribune Newspaper’s (“TDT’s”) May 24, 2024 edition. I’ve attached a copy of that notice as Exhibit “A” to this written statement.

**The District Has Failed to Give Thirty (30) Days’ Notice of The Time and Place of a Public Hearing on Its RFF/BFF Request:** If the reader examines the bottom portion of the Notice in Exhibit “A,” he/she will see where it was “published 5/3, 5/10, 5/17 and 5/24/2024.” The earliest publication is less than thirty (30) days’ advance notice.

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

**The Board Has Failed to Prepare a Report Containing The Proposed 2024-25 RFF/BFF:** contrary to those representations contained in the Notice (Exhibit "A").

**The District Has Failed to Make Proposed Resolution No. 1909 And The Report Identified Above Available For Public Inspection:** contrary to those representations contained in the Notice (Exhibit "A").

**My May 26, 2024 E-Mail to The Board**<sup>2</sup>: On May 26, 2024 I sent the Board an e-mail wherein I discussed this agenda item, and recommended it be rejected for lack of notice. Rather than recounting the substance of my comments, I refer the reader to said Exhibit "B."

**Because of All of The Above Facts, I Protest And Request Board Members Refuse to Adopt Changed or New RFF/BFF:**

**Conclusion:** This staff behavior just keeps happening over and over and over again. Arrogant, incompetent, unethical and over compensated staff get replaced by even more unqualified, equally incompetent and arrogant, and more over compensated staff. And look at the results. As I've pointed out so many times before, these are all red flags of a criminal syndicate<sup>3</sup>. And you wonder why your RFF/BFF continue as involuntary subsidies? And they are as high as they are?

When is the Board going to put members' collective feet down and put an end to these practices? Given NRS 318.515(1) states that where the: "(a) district...is not being properly managed; (or, its) (b) board of trustees...district is not complying with the provisions of...any other law;" when will the Board notify the Washoe County Board of Commissioners to hold a hearing to consider whether to: (a) adopt an ordinance (substituting)...the board of county commissioners, *ex officio*, as the board of trustees of the district; (b) adopt an ordinance providing for the merger, consolidation or dissolution of the district...(c) file a petition in the district court for the county in which the district is located for the appointment of a receiver for the district; or, (d) determine by resolution that management and organization of the district remain unchanged?" Don't you think the time has come to start becoming fiscally responsible?

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

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<sup>2</sup> That e-mail is attached as Exhibit "B" to this written statement.

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

**EXHIBIT "A"**

# Roll the comedy dice with Nikki Glaser at Bally's

Brenna O'Boyle  
boboyl@sierrasun.com

STATELINE, Nev. - Get ready to laugh your socks off, Lake Tahoe, because the hilarious MVP of roasts Nikki Glaser is bringing her "Alive and Unwell" tour to Bally's on Saturday, May 25.

The powerhouse comedian just became a recognizable celebrity after giving the football star more than he bargained for in Netflix's live "The Greatest Roast of all Time: Tom Brady."

The roast went viral, and viewers are still laughing and waiting more.

When the Tahoe Daily Tribune asked Glaser who's up next, she said that has not been decided.

"It's really hard to find someone to roast," Glaser said explaining why her previous roast was 5 years ago. "Who knows who's next ... most people would never be open to it."

Glaser paused and then mentioned that Travis Kelce could be a possibility. Kelce said "If I'm ever roasted" and Glaser's hoping that was an open door.

Glaser has been making waves in the comedy world for nearly two decades. Saturday night at Bally's is your chance to experience her shockingly honest and unapologetically funny style firsthand.

On May 11, Glaser premiered her latest HBO comedy special, "Someday You'll Die."

When asked about the title, Glaser said it fits with the content of the special.



PROVIDED

Standup comedian Nikki Glaser recently released her latest HBO comedy special, "Someday You'll Die." She also wrote and performed its theme song by the same name.

"It's something you fear and something you look forward to," Glaser said. "Comedians are trying to get at the honesty behind the situation ... it permeates every situation."

Glaser added, that you don't have to pay taxes but you do have to die.

In true Glaser fashion, she didn't hold back, joking about everything from her aversion to having kids to the harsh realities of aging and her fantastical plans for her eventual demise. Talk about a woman who knows how to find humor in even the darkest topics.

Glaser also showcased her musical chops by writing and performing the theme song for "Someday You'll Die." The single,

GLASER, 20

## ACTION IN TAHOE

# The Wallflowers, Memorial Day Ceremony, Beer Olympics and more

Staff report  
editor@tahoe-daily-tribune.com

### TANYA TUCKER

Tanya Tucker has seen, done and been places most people can't imagine and she's done it at a pace that would kill mere mortals.

Tucker will be performing Friday, May 24 at 7:30 p.m. at the South Shore room at Harrah's Lake Tahoe.

Get ready for a night of country, singing and dancing! Ticket purchase required. \$64+ For more information, visit [www.caesars.com/harrahs-tahoe](http://www.caesars.com/harrahs-tahoe) or call 775-588-6611.

### THE WALLFLOWERS

For the past 30 years The Wallflowers has stood as one of rock's most dynamic and purposeful bands. The Jakob Dylan-led act has stood as one of rock's most dynamic and purposeful bands - a unit dedicated to and continually honing a

sound that meshes timeless songwriting and storytelling with a hard-hitting and decidedly modern musical attack.

The Wallflowers will be performing on Saturday, May 25 at 7:30 p.m. at Harrah's Lake Tahoe.

Pre-registration required. \$45 For more information, visit [www.caesars.com/harrahs-tahoe](http://www.caesars.com/harrahs-tahoe) or call 775-588-6611.

### BURNING SPEAR & KABAKA PYRAMID

Burning Spear's impact on reggae music is profound. A true legend, Spear's legacy through his music is one of self-reliance and self-determination for the African diaspora. With a career spanning over six decades, his message remains on point and his vocal delivery is as powerful as it is identifiable.

The show is being held on Sunday, May 26 at 8 p.m. at

Bally's.

Ticket purchase required. \$49.50 Advance | \$55 Day of Show For more information, visit [www.ballys.com/lake-tahoe](http://www.ballys.com/lake-tahoe).

### MEMORIAL DAY CEREMONY & BBQ

Stella Van Dyke Johnson American Legion Post 795 of South Lake Tahoe is inviting everyone to join the American Legion, American Legion Auxiliary and Sons of the American Legion for a Memorial Day ceremony at Happy Homestead Cemetery, 1261 Johnson Blvd., South Lake Tahoe, CA 96150. Join post members after the ceremony for a fun, family-friendly afternoon of live music, BBQ, games, including horseshoes, darts, badminton, corn-holes and car bar at the American Legion Hall.

The event will be held on

ACTION, 20

**INCLINE VILLAGE**  
GENERAL IMPROVEMENT DISTRICT  
ONE DISTRICT - ONE TEAM

### NOTICE OF PUBLIC HEARING ON RECREATION ROLL

Notice is hereby given that a report has been prepared by the Board of Trustees of the Incline Village General Improvement District containing the several recreation rates, tolls and charges for the services of the recreation lands and facilities of the District, including, without limitation, the acquisition, administration, operation, maintenance and improvement thereof, and the servicing of bonds issues or to be issued therefore the furnishing thereof, the service thereof the availability of said services and for the standby of said lands and facilities and the services and operation thereof.

Said rates tolls and charges were established by Resolution No 419 adopted October 5, 1967, and amended April 16, 1968, by Resolution No. 451, and further amendment July 13, 1976, by Resolution No. 1261 of said Board, and are to be collected on the general County tax roll. The Recreation Facility Fee and Beach Facility Fee or the 2024-2025 Recreation Roll are proposed to not to exceed a combined \$1,500.

Wednesday, May 29, 2024 at 6 pm at the Administration Building Board Room 893 Southwood Boulevard, Incline Village, Nevada, has been fixed by the Board as the time and place when and where it will hear and consider said report and all objections and protests, any may revise, changed, reduce or modify and charge and finally approve and adopt said report.

Reference is hereby made to said report and said resolutions on file with the District Clerk and open to public inspection.

Dated: April 25, 2024

Heidi H White  
District Clerk

Published 5/3, 5/10, 5/17 and 5/24/2024

**EXHIBIT "B"**

## Please Remove Agenda Items G(2)(A)(1) and (2) From The May 29, 2024 BOT Meeting Because The BOT Has Not Complied With The NRS

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**From:** <s4s@ix.netcom.com>  
**To:** Schmitz Sara <schmitz\_trustee@ivgid.org>  
**Cc:** Dent Matthew <dent\_trustee@ivgid.org>, Tonking Michaela <tonking\_trustee@ivgid.org>, Noble Dave <noble\_trustee@ivgid.org>, Tulloch Ray <tulloch\_trustee@ivgid.org>, <bma@ivgid.org>  
**Subject:** Please Remove Agenda Items G(2)(A)(1) and (2) From The May 29, 2024 BOT Meeting Because The BOT Has Not Complied With The NRS  
**Date:** May 26, 2024 7:45 AM

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Chairperson Schmitz and Other Honorable Members of the IVGID Board -

Because you the BOT won't exercise financial responsibility insofar as IVGID is concerned, you're forcing the public to take measures into their own hands to compel each of you to deliver on what you campaigned on. So here I am asking you take action which forces your staff to become financially responsible.

For the reasons which follow, please remove the District's request the BOT adopt new Recreation ("RFF") and Beach ("BFF") Facility Fees, and staff's request that the BOT order their collection on the county tax roll. Remove these matters, and you will address the genesis of everything that's wrong in our District. And staff will be forced to live within the District's financial means.

1. Staff has a terrible penchant for living beyond its financial means. Every year it overspends in essentially all of its funds, and specifically for purposes of this discussion, its Community Services and Beach Funds. And it disingenuously covers this overspending by plugging the deficiency with the RFF and BFF, respectively. The alleged justification for this "plugging" are two special taxes against property which are disingenuously labeled NRS 318.197(1) "standby service charges, for...the availability of services...or facilities furnished by the district."

2. Here agenda item G(2)(A)(1) asks that the BOT set the RFF and BFF for fiscal year 2024/25, and agenda item G(2)(A)(2) asks that the BOT approve Resolution No. 1909 which approves a final report for the collection of the RFF and BFF for fiscal year 2024/2025.

3. NRS 318.201(1) instructs that "any board **which has adopted rates pursuant to this chapter** may...elect to have such charges for the forthcoming fiscal year collected on the tax roll." So your staff are attempting to get to implement this device. Not because it's financially responsible. But rather, because "the(ir) ends justify the means." Don't believe me?

4. Isn't this exactly what agenda item G(2)(A)(2) provides? Since the answer is yes, let's dissect the elements of NRS 318.201(1), shall we?

5. The BOT must adopt rates pursuant to NRS 318 before it can order them collected on the tax roll; right? So the first act of business is to adopt rates pursuant to NRS 318; right? So does the BOT intend to adopt "the Recreation Facility Fee and Beach Facility Fee for Fiscal Year 2024/25?" Yes it does!

6. Isn't item G(2)(A)(1) exactly the **pre-requisite** which NRS 318.201(1) mandates? Yes it is.

7. So is the BOT proposing to "adopt (these) rates (the RFF/BFF) pursuant to...chapter" NRS 318? **The answer is no.** And here's the reason why.

8. "This chapter," i.e. NRS 318 instructs that "whenever the board of trustees proposes to **change** any individual or joint rate, toll, charge, service or product, or any individual or joint practice which will affect any rate, toll, charge, service or product, **the board of trustees shall hold public hearings after 30 days' notice has been given**" [see NRS 318.199(2)]. That "Notice shall be given by publication in a newspaper published in the county" [see NRS 318.199(3)].

9. Does the BOT propose **changing** the RFF/BFF "or any individual or joint practice which will affect" the RFF/BFF? Of course it does!

10. Take a look at the supplemental material provided to you the BOT at your special meeting of May 23, 2024 ("the 5/23/2024 board packet"). Specifically, insofar as "historical facility fee allocation" is concerned. There you will find a spreadsheet which track's **changes** in the RFF/BFF since 2008-2009. Take a look at the line for 2023-24 (the current fiscal year). There you will see that currently, the RFF is \$0.00 and the BFF is \$455.00. Now look at the line for 2024-25. There you will see where staff has recommended a new RFF of \$450.00 and a new BFF of \$330.00. In other words, **changes!**

11. Okay. So you would agree with me, would you not, that NRS 318.199 applies?

12. And if so, will the BOT "hold public hearings after 30 days' notice has been given? **The answer is no.** And here's the reason why.

13. Your attention is directed to page 19 of the May 24, 2024 edition of the Tahoe Daily Tribune Newspaper ("TDT"). At the bottom right hand corner you will find published a "Notice of Public Hearing on (the) Recreation Roll." Therein the publication tells us that on "Wednesday, May 29, 2024...the Board...will hear and...may...consider...change(s to)...the Recreation...and Beach Facility Fee(s) (f) or the 2024-2025 Recreation Roll (which) are proposed to not...exceed a combined \$1,500." So here's our notice of a public hearing wherein it is proposed that the RFF/BFF will change. We can agree, can we not, that this is intended to satisfy the notice and publication requirements of NRS 318.199(2) and (3); right?

14. So when was this notice published? The bottom of the publication tells us "5/3, 5/10, 5/17 and 5/24/2024." Putting aside the fact this notice was published four (4) times rather than one (1) time, is May 3 more or less than thirty (30) days before May 29?

15. Because the answer is **less** than thirty (30) days, come May 29, 2024 the District will have **failed** to provide the statutory 30 days' notice. Which means the BOT will **not** have complied with the notice provisions of NRS 318.199. Which means it will lack standing to adopt the proposed **changes** to the RFF/BFF.

16. And it will lack standing under NRS 318.201(1) to then "elect to have such charges for the forthcoming fiscal year collected on the tax roll." Why will it lack standing? Because "adoption (of) rates pursuant to this chapter" **is a pre-condition** for "elect(ing) to have such charges...collected on the tax roll." And if they haven't been adopted "pursuant to...chapter" NRS 318 prior to May 29, 2024, the BOT will have no power to take the next step. That would be, electing to have them collected on the tax roll.

17. But staff are leading you the BOT down the road of more NRS violations! What do I mean?

18. Although the TDT publication states that the written report described in NRS 318.201(1) "**has been prepared** by the BOT," and that it is "on file with the District Clerk and open to public inspection," these recitals of fact **are false**. Intentionally false! You BOT members know that after I viewed this publication, I made request to examine the same at the District's Admin Offices. And when I showed up after 10 A.M. on May 13, 2024, I was told that no such report exists. And what did your staff do? Quickly they attempted to create such a report. Except the same was never prepared by the BOT, let alone approved by the BOT.

19. So to make my point, I made a public records request asking to examine the meeting agenda where the BOT proposed adopting that report, as well as the BOT resolution actually adopting that report. And I was told **none** exists.

20. So let's return to NRS 318.201(1). Doesn't it state that in order to "elect to have such charges for the forthcoming fiscal year collected on the tax roll...any board...shall cause a written report to be prepared and filed with the secretary, which shall contain a description of each parcel of real property

receiving such services and facilities and the amount of the charge for each parcel for such year?" Doesn't this omission mean that you the BOT have **failed to comply with the pre-condition** for electing to collect the changed RFF/BFF on the tax roll? In other words again, you lack standing!

21. Now let's examine NRS 318.201(5). Doesn't it instruct that after the report discussed above has been adopted by the BOT, "the secretary (i.e., Trustee Noble) shall cause notice of (its) filing...and **of a time and place of hearing thereon** to be published...in a newspaper of general circulation?" We know Mr. Noble published May 29, 2024 at 6 P.M. at the District's Admin Building. But when did the BOT select that date, time and place? The District has no power to take actions like these short of holding a public meeting, and a majority of the BOT adopting a resolution therefore. No individual trustee had the power to set this matter for public hearing! Without adopting the date and time for a hearing, there can be no legitimate hearing to take the action the publication suggests. And if there is no legitimate hearing, the BOT has no standing to take the action the publication suggests!

22. Now there are other reasons why the BOT should not adopt a new RFF/BFF and compel involuntary collection against all non-exempt parcels within the District's boundaries. For instance, the RFF/BFF are **not** legitimate NRS 318.197(1) standby service charges. They're taxes. And they're taxes no GID in Nevada may levy [see NRS 361.445 ("the assessment made by the county assessor and by the Department, as equalized according to law, **shall be the only basis for property taxation by any...other district in that county**")]. And even though I predict your proposed Resolution 1909 will tell those whose properties will be involuntarily assessed the RFF and where they have beach access, the BFF, that "all laws applicable to the levy, collection and enforcement of general taxes of the county, including, but not limited to, those pertaining to...refund...are applicable to such charges," you know that's not true. Anyone who wants to seek refund of the RFF/BFF after his/her/its forced payment, has no remedy. There is no process applicable to the refund of county general taxes, which can be utilized for the refund of the RFF/BFF. And that makes your actions unconstitutional for at least two basic reasons. First, the District will be taking property without due process of law. And second, the District will be taking property without just compensation (contrary to popular belief, there is no "value" realized as a result of payment of the RFF/BFF).

23. But let's ignore these reasons for the moment and simply concentrate on the procedural deficiencies outlined above. For all of those reasons, there's no purpose for a hearing on May 29, 2024. And therefore, you should please remove the District's request the BOT adopt new RFFs and BFFs, and order their collection on the county tax roll.

24. If you refuse, you're opening up the District for litigation.

25. And you're providing evidence to the Department of Taxation that: (a) the "district...is not being properly managed;" and, (b) you "the board of trustees of the district is not complying with the provisions of this chapter" NRS 318 [see NRS 318.515(1)].

Thank you for your cooperation. Aaron Katz

1  
 2 INCLINE VILLAGE  
 3 GENERAL IMPROVEMENT DISTRICT  
 4 BOARD OF TRUSTEES

5  
 6  
 7  
 8  
 9 TRANSCRIPT OF HEARING  
 10 PUBLIC MEETING  
 11 Live and Via Zoom

12  
 13 Held at the Boardroom  
 14 893 Southwood Boulevard  
 15 Incline Village, Nevada

16  
 17 Thursday, May 30, 2024

18  
 19  
 20  
 21  
 22  
 23  
 24 Reported by: Brandi Ann Vianney Smith  
 25 Job Number: IVGID 43

1 APPEARANCES

2  
 3 **BOARD MEMBERS PRESENT**  
 4 SARA SCHMITZ, CHAIR (via Zoom)  
 5 MATTHEW DENT, VICE CHAIR  
 6 MICHAELA TONKING, SECRETARY  
 7 RAY TULLOCH, TREASURER  
 8 DAVE NOBLE, MEMBER

9  
 10  
 11 **ALSO PRESENT**  
 12 SERGIO RUDIN, LEGAL COUNSEL  
 13 HEIDI WHITE, DISTRICT CLERK

14  
 15 -o0o-

16  
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1 Incline Village, Nevada - 5/30/2024 - 6:00 P.M. 4

2 -o0o-

3  
 4  
 5 TRUSTEE DENT: All right. Here we go.  
 6 I'd like to call the board meeting to order.  
 7 Today's May 30th, the time is 6:00 p.m. We're  
 8 located at 893 Southwood Boulevard, Incline Village,  
 9 Nevada, and also on Zoom.

10 Item A is the Pledge of Allegiance.

11 A. PLEDGE OF ALLEGIANCE  
 12 (Pledge of Allegiance.)

13 TRUSTEE DENT: Item B.

14 B. ROLL CALL OF TRUSTEES

15 TRUSTEE DENT: Trustee Tonking?

16 TRUSTEE TONKING: Here.

17 TRUSTEE DENT: Trustee Tulloch?

18 TRUSTEE TULLOCH: Present.

19 TRUSTEE DENT: Trustee Noble?

20 TRUSTEE NOBLE: Here.

21 TRUSTEE DENT: Chair Schmitz let us know  
 22 she was running about a half hour late.

23 CHAIR SCHMITZ: I'm on my phone right now.  
 24 Probably be on my computer in a half hour.

25 TRUSTEE DENT: Chair Schmitz is present.

5

1 I'm Trustee Dent. All five trustees are present.  
 2 Item C.  
 3 C. INITIAL PUBLIC COMMENT  
 4 MR. DOBLER: Cliff Dobler, 995 Fairway.  
 5 This budget is like playing a game with  
 6 the walnut shells where you have three and you have  
 7 a pea under one and you keep moving it around  
 8 quickly and then you try to decide where the pea is.  
 9 That's pretty much what's been going on here. It's  
 10 hard to believe.  
 11 I think around two o'clock I went on the  
 12 website and pulled down the summary, the roll up,  
 13 and then I guess I called Sarah and said, "You know,  
 14 we'd like to see the detail of all these funds to  
 15 see how it rolled up." And then we get another  
 16 batch of paper, I guess it's 20 pages, and the data  
 17 in those pages don't match the roll up at all.  
 18 Okay?  
 19 So, therefore, why do you believe it's  
 20 fair for a customer and a resident to be treated  
 21 like this? I haven't been treated like this since  
 22 probably I was four years old and my mom paddled me  
 23 one time. This is ridiculous. It's absolutely  
 24 ridiculous. Why do you believe that you're doing  
 25 your job? And then if you're not doing it, why

6

1 don't you wait until you have it done and give the  
 2 residents a chance to look at it and make proper  
 3 comments? So that's that.  
 4 I mean this morning, believe it or not, in  
 5 the general fund there was no central service cost  
 6 allocations. Now it's back in there. And I knew at  
 7 that point in time without any central service cost  
 8 allocations and with the parks being in there, that  
 9 fund balance in the general fund had to be negative.  
 10 It just had to be. Okay? So I don't know -- oh, I  
 11 guess we -- since he's asking for the detail, I  
 12 suppose we have to make some changes here and put  
 13 back in that central service cost allocation.  
 14 My only biggest complaint is I don't  
 15 understand how you have one resolution saying that  
 16 you're going to raise that rec fee 350, I think, for  
 17 the rec fee for the community service, and then I  
 18 think it was 250 for a total of 780. But then on  
 19 the roll up, you didn't have anything for community  
 20 services. So I'm not so sure I know what you're  
 21 raising, but the memo that was put up there, the  
 22 first item on the agenda, it says that is you're  
 23 raising both fees for a total \$780.  
 24 I don't know how you guys can approve  
 25 this. In all my days -- I'm 75 years of age. I've

7

1 been working in corporate America for close to, I  
 2 don't know, 50 years, and I never seen anything like  
 3 this. This is like a circus. And I blame it all on  
 4 Magee here because he obviously doesn't know what  
 5 he's doing.  
 6 Anyways, good luck to you.  
 7 MS. CARS: So I don't think you can blame  
 8 one person for the mess up right now, number one.  
 9 Although I think it's a combination of issues. I  
 10 don't think -- I heard one of the trustees, I'm  
 11 looking at him now, say that the employees would be  
 12 sitting around twirling their thumbs if they didn't  
 13 have anything to do with projects, and they won't be  
 14 sitting around. They work very hard. My husband  
 15 and I have observed them since we've been here four  
 16 years. And the third thing is you have to look at  
 17 the community as a whole when you're looking at the  
 18 rec fee. You can't take a part of it; there's a  
 19 pie, and there's many parts to the pie in Incline  
 20 Village.  
 21 And so the best decision would be to have  
 22 a recreation center fee. It was there for  
 23 many years, and is I think it should be reinstated.  
 24 So please give that serious consideration.  
 25 Thank you.

8

1 TRUSTEE DENT: Seeing no other public  
 2 comments in the room, let's go to Zoom, please.  
 3 MS. JEZYCKI: Good evening. This is  
 4 Michelle Jezyski, Incline resident and also  
 5 candidate for IVGID trustee.  
 6 First of all, I want to thank Trustee  
 7 Tonking for her dedication to this process and to  
 8 our community for spending her day with the GM staff  
 9 and staff in an attempt to guide them through coming  
 10 up with a viable budget. I want you to know that  
 11 your efforts are both necessary and very much  
 12 appreciated. Thank you.  
 13 Just one small area that has not been  
 14 discussed in this process that I just wanted to put  
 15 out that I think could be an income-producing  
 16 opportunity for our community while addressing  
 17 complaints from many: boat parking.  
 18 We recently received notice that the Ski  
 19 Way parking is no longer, and boats and trailers and  
 20 RVs are being tagged. Yet we have a successful  
 21 kayak rack rental program at the beach. As such,  
 22 why not rent out the hillside parking spaces up  
 23 towards Diamond Peak on Ski Way, the park boats  
 24 and/or boat trailers for a few hundred dollars?  
 25 This could be by a month or by season.

9

1 This could remove as some call it "the  
 2 unsightly boats parked all over town," while  
 3 generating income from an area that's otherwise  
 4 unused during the summer months. Boat owners could  
 5 sign a liability release and receive a sticker or  
 6 permit to park. And I think this is might be worth  
 7 looking into and can serve both sides of an ongoing  
 8 debate.

9 Thank you.

10 MR. WRIGHT: Frank Wright. Crystal Bay,  
 11 candidate for trustee.

12 After doing some thinking last night,  
 13 there's only one way out of this mess, and that is  
 14 what I pointed to you last night: You have to cut  
 15 costs. And your biggest costs are your employee  
 16 costs.

17 We have employees who really don't do  
 18 anything, and we made that clear last night and I'm  
 19 going to make it again. If you have not gone  
 20 through your employees and look at the budget for  
 21 employee costs, and when you see the \$3.5 million  
 22 increase from last year, you gotta shake your head  
 23 and go, well, what are we getting? We've added no  
 24 new venues. What are we getting? Higher costs for  
 25 what?

10

1 It doesn't make sense. If you were in  
 2 business, major companies have seasonal lay offs,  
 3 lay offs, they have cutting because of costs, the  
 4 profits weren't as great. Here, we just keep adding  
 5 and adding and adding. We give more bonuses, more  
 6 benefits, more money. And we have people that  
 7 really aren't doing much. If you can't identify  
 8 that, you really shouldn't be in business. That's  
 9 one thing. The only way you're going to do that is  
 10 have a general manager that's going to take the bull  
 11 by the horns and cut the costs, and that means make  
 12 layoffs.

13 Number two, you've got to understand the  
 14 law when you're passing a rec fee, and the law is  
 15 very clear. You can't show up and say we're going  
 16 to pass a rec fee and we're going to arbitrarily  
 17 give a number. Tell me what we're given for it.  
 18 Tell me what you're going to propose that the parcel  
 19 owners are going to gain from it. It seems like the  
 20 parcel owner are only here to inflate the salaries,  
 21 and we're going to do that with a rec fee. That's  
 22 wrong. That's wrong. You're asking people who are  
 23 suffering to pay for other people's wages out of a  
 24 rec fee that they're being told is for their  
 25 recreation. It's not.

11

1 So we need to take a real good look at  
 2 what we got going on here and we gotta fix it quick,  
 3 and that comes down to the management, the people  
 4 that are in charge, and direction this board has  
 5 already given you. I don't see any cuts.

6 Thank you.

7 MR. BELOTE: That's the last public  
 8 comment in the queue.

9 TRUSTEE DENT: We will close public  
 10 comment. We will move on -- continue with our  
 11 meeting to Item G 2, and we will open the public  
 12 comment hearing.

13 G. GENERAL BUSINESS

14 G 2. Fiscal Year 2024/20-25 Recreation Roll

15 TRUSTEE DENT: I'll ask for a motion to  
 16 open the public hearing.

17 TRUSTEE TONKING: Do we have to approve  
 18 the agenda?

19 MR. RUDIN: No.

20 TRUSTEE TONKING: I move that we open the  
 21 public hearing.

22 TRUSTEE NOBLE: Second.

23 TRUSTEE DENT: Motion's been made and  
 24 seconded to open the public hearing. Any  
 25 discussion?

12

1 Seeing none, all those favor?

2 TRUSTEE TONKING: Aye.

3 TRUSTEE TULLOCH: Aye.

4 TRUSTEE NOBLE: Aye.

5 TRUSTEE DENT: Aye.

6 CHAIR SCHMITZ: Aye.

7 TRUSTEE DENT: Motion passes, 5/0.

8 The District's holding a public hearing as  
 9 require by Nevada Revised Statutes. I will open up  
 10 comment. Public comment will be for three minutes,  
 11 and for this item, it's based on the report for  
 12 collection of the recreation standby services charge  
 13 for fiscal year '24/'25.

14 MR. DOBLER: Cliff Dabler, 995 Fairway.

15 So at two o'clock this afternoon, we were  
 16 only going to have a rec fee -- I mean a beach fee  
 17 of 2,561,000, and no rec fee for the community  
 18 services. Then again I went up there after a nice  
 19 little nap and a dozen more pages were printed out,  
 20 and I guess we are not having a rec fee for the  
 21 community services. I guess.

22 But, I mean, it's very easy to balance the  
 23 budget. When I'm looking at this summary, and on  
 24 the district-wide roll up, which I don't even know  
 25 if it means anything anymore, you take capital

13

1 projects, and you had a plan to do 28,802,000 and  
2 you just drop it down by 22,000 -- drop it down to  
3 22 million for \$6.8 million. So, again, Mr. Magee  
4 can turn around and go back to the internal services  
5 and tell them they don't need their jobs right now  
6 because they don't have any work to do, and he was  
7 worried about them not having enough work, so this  
8 is obviously so that you won't have enough so you  
9 just kind of lay them off, I guess, for the time  
10 being.

11 And then I just wanted to give a couple of  
12 quick numbers to you to make sure that you  
13 understand the magnitude of our capital projects,  
14 because I think that's where the rec fee is going to  
15 have to be hammered home after you spend, you know,  
16 4-, 5-, \$6 million on overhead -- on operations, I  
17 mean. You're never going to balance operations  
18 ever, ever, ever again. It'll never happen. You  
19 pass this budget with this higher salaries, your rec  
20 fee is going to go predominantly to wages, and then  
21 you're going to have more money to do capital  
22 projects.

23 But I thought you guys might be interested  
24 in a couple of things. I went back and I looked at  
25 the report done by Loomis that had to do with the

15

1 that have nothing, nothing to do with delivering any  
2 kind of recreation to my property. And that is a  
3 formal complaint.

4 I have to do that because if you do pass  
5 this rec fee and you're not giving me anything for  
6 it, I have an obligation to come and figure out what  
7 to do is right. And you have a rec fee that's never  
8 been posted correctly, it's never been discussed by  
9 the Board that I know about having a -- setting a  
10 time limit for it. You've violated all these  
11 requirements that the State sets out for putting in  
12 a mandatory rec fee. It's just all wrong.  
13 Everything is wrong. And if you don't fix it now, I  
14 guess you'll have to fix it some other time.

15 But right now, it's not a rec fee for  
16 recreation. It's a rec fee for employee costs,  
17 paving, and god knows whatever else you throw it  
18 into. This is not what it was meant to be, and I  
19 know Ms. Cars doesn't mind paying it. Maybe she can  
20 pay mine and everybody else's. I don't know.

21 Thank you.

22 MR. BELOTE: That was the last public  
23 comment.

24 TRUSTEE DENT: I'll ask my colleagues if  
25 there's a motion to close the hearing.

14

1 condition of all the paving. That was done in 2022,  
2 so it's already two years old, and we have a nut  
3 there of about \$11 million on what they consider  
4 poor condition or fair to poor condition. That has  
5 to be address. And of course I keep talking about  
6 the DOWL report and what was in the report versus  
7 what IVGID had for utilities, this was the water and  
8 sewer, it was \$38 million additional you're going to  
9 need. So right there, these two items -- oh, I  
10 forgot about the parking lot up at Diamond peak,  
11 that's another 3.6 million. So you add it all up,  
12 and you're looking at 30-, \$40 million. And, Ray,  
13 you got more time than I do, you can figure out how  
14 much of a rec fee that would be adding to people so  
15 they can turn around and pay for all this deferred  
16 maintenance.

17 Thank you.

18 How much? About 700 bucks more.

19 TRUSTEE DENT: Can we go back to Zoom?

20 MR. WRIGHT: Frank Wright.

21 This is a formal protest of any rec fee  
22 you pass against my property based on the fact that  
23 you're using funds, the things that have nothing to  
24 do with recreation, they have more to do with  
25 central services, for employee costs, the things

16

1 TRUSTEE TULLOCH: I'll make a motion to  
2 close.

3 TRUSTEE NOBLE: Second.

4 TRUSTEE DENT: Motion's been made and  
5 seconded. I'll call for the question. All those in  
6 favor, state aye.

7 TRUSTEE TONKING: Aye.

8 TRUSTEE TULLOCH: Aye.

9 TRUSTEE NOBLE: Aye.

10 TRUSTEE DENT: Aye.

11 CHAIR SCHMITZ: Aye.

12 TRUSTEE DENT: All right. We -- as  
13 everyone's heard, there been a bunch of work done  
14 today, and most of us haven't even looked at the  
15 paperwork in front of us or the budget. Do we need  
16 to take a break? How much time do we need?

17 TRUSTEE TONKING: Ten minutes.

18 TRUSTEE DENT: My understanding there's an  
19 error in the district-wide roll up sheet, so we're  
20 going to take a ten-minute break and try and come  
21 back to have a discussion.

22 (Recess from 6:18 p.m. to 6:28 p.m.)

23 TRUSTEE DENT: All right. We do have the  
24 revised district-wide roll up in front of us, so we  
25 will open the meeting back up. Mr. Cripps,

17

1 Mr. General Manager did you want the floor?  
 2 MR. MAGEE: Sure.  
 3 We're back tonight, starting with the  
 4 facility fee. And I would like to start by saying a  
 5 huge thank you to Trustees Tonking and Tulloch who  
 6 stopped by the staff room several times today to  
 7 check in on staff as we shared with them what we  
 8 were working on and what we were planning on  
 9 presenting tonight, and received feedback from both  
 10 of them several times. I know staff definitely  
 11 appreciated that. And I would like to give a big  
 12 thank you to all the staff. There's about 20 people  
 13 that have been working on this very long hours, all  
 14 week. A big thank you to everyone that's put in a  
 15 lot of effort on this.  
 16 This presentation is related to the  
 17 facility fee. I'll start out with the recreation  
 18 and beach facility fee. It's shown in the current  
 19 version of the recommended budget, the recreation  
 20 facility fee is \$450, and we'll walk you through why  
 21 that is being recommended now. And then the beach  
 22 facility fee is currently shown in the recommended  
 23 budget at \$330.  
 24 The community services budget, including  
 25 capital improvements, right now, if the facility fee

18

1 is approved in its totality, it's still projected to  
 2 draw down approximately 288,000 from fund balance.  
 3 The community services budget, including capital  
 4 improvements without the facility fee, as  
 5 recommended, would draw \$3.9 million in fund  
 6 balance.  
 7 And so with the community services budget  
 8 as it currently stands, staff sees that there is  
 9 essentially options, which is, one, if the  
 10 facilities fee was for capital and operating, we're  
 11 looking at \$1.4 million total there. Facilities for  
 12 capital only, and I think I transposed that number,  
 13 it's actually 4.1 million. The facilities fee for  
 14 capital only is 2.7 million, with 1.4 being  
 15 operating. And if there was no facility fee, then  
 16 we'd have to go back to yesterday's cuts in order  
 17 balance that budget completely.  
 18 So the separation by subfund for the  
 19 recreation fee is Championship Golf at about  
 20 979,000; Mountain Golf, 290; facilities, 226;  
 21 recreation is about 2 million; and tennis, 122k.  
 22 TRUSTEE TULLOCH: Just to add a little bit  
 23 to that, just to point out what breaks down to per  
 24 parcel in Championship Golf is 121 bucks; for  
 25 Mountain Golf, it's 36 bucks; for facilities, it's

19

1 28 bucks to subsidize weddings; for Recreation  
 2 Center, it's 247 bucks; and for tennis, it's 15  
 3 bucks for every parcel. Just so everyone  
 4 understands the scale of these subsidies.  
 5 MR. MAGEE: Thank you. And I understand  
 6 what happened. I did want to walk you through this  
 7 real quick, but I do understand what happened here.  
 8 The beach fund, including capital  
 9 improvements, projected to draw 3.1 million from  
 10 fund balance -- I'll just blast through these.  
 11 Okay. That is that.  
 12 And then moving on to the budget. What is  
 13 being requested of the Board of Trustees today,  
 14 which we approve the 330 and 450 recreation, fee  
 15 review and discuss the updated departmental budgets  
 16 that staff worked on today and brought back as part  
 17 of the recommended budget as it currently stands and  
 18 ultimately approve the district-wide budget.  
 19 The community services fund, this is where  
 20 we focused a lot of the efforts today, we went back  
 21 and took the direction that the Board provided us  
 22 last night and updated the capital projects to  
 23 reflect the Public Works recommendations. There's  
 24 approximately \$2.7 million that was placed back into  
 25 the capital projects for the community services

20

1 fund. We can walk you through that here in a  
 2 minute. Projects that were in the initial  
 3 recommendation two weeks ago, still deferred to a  
 4 later date, is approximately 3.5 million. The  
 5 reduced services in supplies budget lines is  
 6 approximately 305,000. And so that leaves a net  
 7 sources and uses of approximately 288,000, with the  
 8 facility fee. And I did want to highlight that  
 9 there is no provision for depreciation in here.  
 10 And so the capital projects that have been  
 11 recommended by Public Works, and I concur with their  
 12 recommendation, that they've said that they can  
 13 realistically get to this year, some of the major  
 14 ones that you'll notice on here, the golf cart barn  
 15 siding replacements, some of the golf cart path  
 16 replacements. The HVAC system replacement at the  
 17 Rec Center is about a little over \$1 million.  
 18 Number of projects out at ski, including some  
 19 rolling stock and some ski or rental equipment have  
 20 been placed back into the capital projects.  
 21 And so I'll walk you through some of other  
 22 funds here. The general fund, overall, reduced  
 23 salaries and benefits by 242,000 from the initial  
 24 recommended budget. The reduced services and  
 25 supplies budget lines are approximately 89,000.

21

1 Reduced professional services by an additional  
 2 48,000 in the general fund.  
 3 TRUSTEE TULLOCH: Can we just go back and  
 4 stop there. The reduced salaries and benefits,  
 5 that's not actually a reduction. Is that -- that's  
 6 just removing the original positions that were put  
 7 in the budget?  
 8 MR. MAGEE: Yes. That is not a --  
 9 TRUSTEE TULLOCH: It's not actually a  
 10 reduction; it's just removing from some of the  
 11 additional positions that were put in?  
 12 MR. MAGEE: That is a portion of it.  
 13 Do you have all the details of that one  
 14 handy?  
 15 MR. CRIPPS: A portion of it is the  
 16 removal of those positions as well as unfunding  
 17 additional items, like the assistant general manager  
 18 as well as the finance director.  
 19 TRUSTEE TULLOCH: Yeah. It's not actually  
 20 reductions; it's just not adding staff.  
 21 MR. MAGEE: It's reductions from the --  
 22 like I said, from the original staff proposal,  
 23 correct.  
 24 TRUSTEE TULLOCH: Just to be clear to the  
 25 public.

22

1 MR. MAGEE: Correct. Yes. Understood.  
 2 Public Works, overall reduced services and  
 3 supplies line by 215,000. Again, all of these  
 4 numbers that I'm supplying up here are from the  
 5 recommendation staff recommendation from two weeks  
 6 ago.  
 7 The beach fund increased revenue  
 8 projections by 202,000. I did speak with the beach  
 9 staff today, that reflects what they see as  
 10 actual -- estimated actuals for this particular, and  
 11 they believe that that trend will continue. Reduced  
 12 salaries and benefits by \$119,000 that, again, was  
 13 the removal of the position that was recommended  
 14 that was -- the Board shared with us that it wished  
 15 to remove from the budget. Reduced services and  
 16 supplies by \$48,000, and reduce capital improvements  
 17 by 55,000.  
 18 Internal services funds reduced salaries  
 19 and benefits by 226,000. Reduced services and  
 20 supplies by 420,000.  
 21 And with that, Mr. Cripps is here, he's  
 22 prepared to pull up any of the charts that the Board  
 23 would like to see and discuss, but you have the  
 24 recommended budget in front of you, and we're happy  
 25 to take any questions.

23

1 TRUSTEE DENT: Question for Sergio. He  
 2 just reviewed the budget portion, I guess it's 3 A,  
 3 should we open the public hearing for that as well?  
 4 MR. RUDIN: For 3 A, so, yes. Yes, you  
 5 should. You should take public comment and then  
 6 close it and make a discussion.  
 7 (Inaudible discussion amongst the  
 8 Board.)  
 9 MR. RUDIN: I believe you guys already  
 10 acted on item G 2A.  
 11 (Inaudible discussion amongst the  
 12 Board.)  
 13 MR. RUDIN: Oh, you did vote. Okay.  
 14 TRUSTEE DENT: We did vote.  
 15 MR. RUDIN: Yeah.  
 16 TRUSTEE DENT: We haven't made a decision  
 17 as to direction, and there's nothing wrong with  
 18 that.  
 19 MR. RUDIN: Yeah. I think that's fine.  
 20 When you called the question, I thought you were  
 21 calling the question on the staff recommendations,  
 22 so I think that was unclear.  
 23 Okay. It sounds like you guys have not  
 24 voted on --  
 25 TRUSTEE DENT: No. It was very clear that

24

1 we voted to close public hearing. We did not vote  
 2 on the staff recommendations because we hadn't heard  
 3 staff's recommendation.  
 4 MR. RUDIN: For the budget in item 3, oh  
 5 okay. Yeah, then you would close the public hearing  
 6 and then return to item G 2. That's fine. Yes.  
 7 TRUSTEE DENT: Just everything goes back  
 8 and forth so much, and last night you stopped us  
 9 because we were getting too far out of our lane. We  
 10 just got out of our lane, so I'm just checking.  
 11 MR. RUDIN: I think that would be fine if  
 12 you want to vote on the budget first and then vote  
 13 on the setting of the rec fee second, that's  
 14 perfectly fine.  
 15 But, yeah, you'd want to open the hearing  
 16 and take the public comment before you deliberate  
 17 and act on the budget.  
 18 G 3 A and B. Fiscal Year 2024/2025 Budget  
 19 TRUSTEE DENT: All right. So before we go  
 20 any further, I would like to have a motion to open  
 21 the public hearing.  
 22 TRUSTEE TONKING: I move that we open the  
 23 public hearing.  
 24 TRUSTEE NOBLE: Second.  
 25 TRUSTEE DENT: Motion's been made and

25

1 seconded. All those in favor, state aye.  
2 TRUSTEE TONKING: Aye.  
3 TRUSTEE TULLOCH: Aye.  
4 TRUSTEE NOBLE: Aye.  
5 TRUSTEE DENT: Aye.  
6 CHAIR SCHMITZ: Aye.  
7 TRUSTEE DENT: We are holing the public  
8 hearing as required by Nevada Revised Statutes. We  
9 do have one public comment, so far, in the room.  
10 Mr. Dobler, you have your three minutes.  
11 MR. DOBLER: I just thought I'd give you  
12 guys some fun and games about over the last five  
13 years about capital projects that have come on board  
14 and have gone absolutely nowhere. And of course  
15 what's interesting about these were all high-level  
16 projects that needed to get done. These were the  
17 ones that the public voted on and wanted them done  
18 immediately.  
19 We got the dog park, disappeared, no  
20 longer around, just disappeared. And then we had  
21 the paving up at Diamond Peak, you had to drop that  
22 one because Tyrolian Village doesn't have an  
23 easement across or land, so rather than just going  
24 to Tyrolian Village and getting any easements, oh,  
25 gotta bring in a lawyer for that. We don't know how

27

1 Thank you.  
2 TRUSTEE DENT: Can we go to Zoom?  
3 MR. BELOTE: No callers in the queue at  
4 this time.  
5 TRUSTEE DENT: All right --  
6 MR. BELOTE: Literally as I said that, we  
7 did have one come in. Take it?  
8 TRUSTEE DENT: Let's take it.  
9 MR. HOMAN: Mick Homan, Incline Village.  
10 Just one quick comment. As Mr. Magee was  
11 going through the budget items, he gave a summary of  
12 the capital projects for the community service fund  
13 but not for the beach fund, and I think there was a  
14 project for 3.4 or 3.5 million. I'm hoping that one  
15 of the trustees will bring that up as you discuss  
16 the budget, because if that's for the -- to restrict  
17 beach access, I think we've seen pretty clearly in  
18 the FlashVote that the residents don't want it. And  
19 I believe we've heard from legal that it's not  
20 needed to protect the Beach Deed.  
21 Thank you.  
22 TRUSTEE DENT: Any other public comments?  
23 MR. BELOTE: Not at this time.  
24 TRUSTEE DENT: All right, well then I  
25 will -- Sergio, can I have a motion to close the

26

1 to solve that one, so we better not pave the parking  
2 lot -- I mean, the street at Ski Way. Then we go  
3 on, and of course we can all chuckle about the  
4 Incline Beach building, but I think we've beat that  
5 to death. Snowflake Lodge, I think, has been on --  
6 2015, we were going to move forward on that. Gone  
7 nowhere, and that'll be another monstrosity that  
8 you'll find is not needed. But because this guy  
9 here, Noble is charge of that, you may have the  
10 biggest building ever built in Incline Village.  
11 So all of these big projects that are  
12 supposed to get done and were part of the master  
13 plan, the only one that got done was the Burt Cedar  
14 pool, and that wasn't in the master plan at all, it  
15 came out of nowhere. And of course we got that done  
16 in a year because I was in charge of it. We just  
17 punched it through and got it done.  
18 So, if you guys think that you have the  
19 ability to tackle big projects, you're sadly  
20 mistaken. You don't know how to find your way to  
21 the bathroom. The idea is you're not going to get  
22 them done.  
23 So when you're doing these budgets, stick  
24 with paving maintenance, because that's probably all  
25 you're capable of doing.

28

1 public hearing so we can have our discussion?  
2 MR. RUDIN: Yeah, you guys can certainly  
3 do that. Yes.  
4 TRUSTEE TONKING: I move we close the  
5 public hearing.  
6 TRUSTEE NOBLE: Second.  
7 TRUSTEE DENT: Motion's been made and  
8 seconded to close the public hearing. I'll call for  
9 question, all those favor, state aye.  
10 TRUSTEE TONKING: Aye.  
11 TRUSTEE TULLOCH: Aye.  
12 TRUSTEE NOBLE: Aye.  
13 TRUSTEE DENT: Aye.  
14 CHAIR SCHMITZ: Aye.  
15 TRUSTEE DENT: Motion passes, 5/0. Okay.  
16 We have received a presentation on the  
17 budget. I will open to my colleagues if there are  
18 questions at this time or comments. I'll just go  
19 looking for want to do.  
20 Do we have a number for the deferred  
21 capital for community services? Excuse me, not  
22 deferred capital, the carryover projects for  
23 community services?  
24 MR. CRIPPS: Yeah. If you don't mind,  
25 I'll take a minute look it up.

29

1 TRUSTEE DENT: Appreciate it. Any  
 2 questions while Mr. Cripps is looking for that  
 3 number for us?  
 4 TRUSTEE TONKING: I did want you to --  
 5 when I'm looking at this sheet, I was hoping you  
 6 could can talk a little -- and maybe we need  
 7 Director Nelson in -- about the Champ Course golf  
 8 pass and how we did some of it last year, then we're  
 9 now funding some of it this year. So I just wanted  
 10 to hear how that process was going because I know  
 11 that was added back. I was hoping she could speak a  
 12 little to that, or if you know about it. That's  
 13 one.  
 14 And then I am -- looking at the beach  
 15 access project, it's says "Incline Beach House and  
 16 Access Project," that's just the ingress/egress, is  
 17 that correct, is that was added in, that 3.4?  
 18 MR. CRIPPS: Which are you talking about?  
 19 TRUSTEE TONKING: In the '25, yes. Fiscal  
 20 year '25 line.  
 21 MR. CRIPPS: That's correct.  
 22 TRUSTEE TONKING: Thank you.  
 23 CHAIR SCHMITZ: I'd like to know where the  
 24 completion of phase one of bike park is, and where  
 25 the budget is for that and when the permit is set to

31

1 money.  
 2 That's where that projects stands at this  
 3 time.  
 4 CHAIR SCHMITZ: So are we working to  
 5 complete that phase one? Because I have heard that  
 6 staff and others are working on Phase two. So when  
 7 and where is phase one completion on our CIP plan?  
 8 MS. NELSON: Currently staff is not  
 9 working on the bike park project. The bike  
 10 community is working on, like I said, fund raising.  
 11 They're also evaluating, they've had some offers of  
 12 providing irrigation materials and then doing the  
 13 installations themselves, but I don't know where  
 14 that's moving because, again, is not working on that  
 15 on project currently.  
 16 CHAIR SCHMITZ: How is it that we are in  
 17 compliance with anything if we haven't completed the  
 18 project, the BMPs haven't been put in that were a  
 19 part of the initial requirements of the project?  
 20 Where are we with all of this and how is this  
 21 potentially impacting the District?  
 22 MS. NELSON: The TRPA is still open. The  
 23 bike park is winterized in satisfaction with TRPA.  
 24 So, basically, that permit will stay open until the  
 25 work is completed. It's no different than what's

30

1 expire because we never completed that project.  
 2 That, too, just seemed to just fall off. Where is  
 3 that and when does that permit expire?  
 4 MS. NELSON: The TRPA permit for the bike  
 5 park is up in February of 2026. The special use  
 6 permit from Washoe County is up on January 5th,  
 7 2025. We have it on our schedule to request an  
 8 extension through Washoe County for the special use  
 9 permit so it will not -- so those permits will not  
 10 lapse.  
 11 CHAIR SCHMITZ: Have we completed phase  
 12 one?  
 13 MS. NELSON: Phase one, I --  
 14 CHAIR SCHMITZ: My understanding is that  
 15 phase one was never completed, that the landscaping,  
 16 the BMP requirements that were approved as part of  
 17 that initial permit haven't been completed.  
 18 So, what happened to that project, how  
 19 much is left to be completed to comply with the  
 20 permit, and when and where is that on our budget?  
 21 MS. NELSON: Currently -- you are correct,  
 22 the irrigation and the BMPs have not been installed.  
 23 I believe there's about 80,000, don't quote me on  
 24 that, of donor funds at the ITF. I know that the  
 25 bike community has been working on raising more

32

1 happening with the Burnt Cedar pool. We have to  
 2 paint the pool building and do some BMP improvements  
 3 on the entire Burt Cedar property to close out that  
 4 permit through TRPA. So it's no different than  
 5 that.  
 6 CHAIR SCHMITZ: Should it be on our  
 7 five-year plan somewhere?  
 8 MS. NELSON: Most likely, yes.  
 9 CHAIR SCHMITZ: If we could at least add  
 10 it as a placeholder for our long-term plan so that  
 11 we don't forget about it, that would be appreciated.  
 12 TRUSTEE TONKING: I just wanted you to  
 13 speak a little to the Championship Golf Course path  
 14 project. We put in 165,000 last year that we're  
 15 carrying over into this fiscal year, '25, and then  
 16 we put in 195,000 in for this year.  
 17 I'm just making sure how we plan on  
 18 accomplishing that one this fiscal year, because I  
 19 know that was one that was added back in as  
 20 something that you couldn't have done.  
 21 MS. NELSON: Correct. Staff has gone out  
 22 and identified, categorized the areas that need to  
 23 be removed and replaced. We will be putting  
 24 together a bid package this summer to go out for  
 25 bid, and then get the work done later in the fall

33

1 prior to October 15th.

2 CHAIR SCHMITZ: Could we please display

3 that so that it's visible.

4 TRUSTEE TULLOCH: It would be easier if we

5 did things in PDF.

6 TRUSTEE DENT: That's for beaches?

7 MR. CRIPPS: Yeah. There are four pages

8 total that we have here. This is a one-page list.

9 TRUSTEE TULLOCH: Could we please just

10 start leaving these in the original spreadsheets?

11 Then we could breeze titles, breeze headers and

12 things so we could see exactly what we're looking at

13 instead of coming into -- could you please, please

14 starting giving us these in the Excel format so we

15 can actually breeze the headers so we can actually

16 see what we're actually looking at? And also it

17 makes the transition smoothly between pages which

18 you can't do when you pull up the PDF, you then

19 start jumping across pages. And this makes it

20 ludicrous, we don't know what header we're looking

21 at on all these. We don't -- we can guess.

22 But if you just leave these in the

23 original Excel format, it would make life so much

24 easier.

25 TRUSTEE DENT: My page is like -- I'm on

34

1 the very first page of this, and we got like half

2 the print. It appears like we have \$2.3 million in

3 carryover projects when it comes to utilities; is

4 that correct? Approximately?

5 (Inaudible discussion amongst the

6 Board.)

7 TRUSTEE DENT: Okay. And then do we have

8 the total number for carryover projects in community

9 services?

10 CHAIR SCHMITZ: I did a subtotal, and it

11 was 2,070,000. I created a subtotal.

12 MS. NELSON: And I believe that includes

13 Parks, and Parks is out of community services, so it

14 should be like 1.765 million.

15 TRUSTEE DENT: 1.765. And then do we have

16 the --

17 CHAIR SCHMITZ: Actually, I moved Parks.

18 I got it in Excel spreadsheet, and I moved Parks and

19 didn't include Parks, I believe, and it was 2.07,

20 because I did remove Parks.

21 TRUSTEE DENT: 2038, is that it?

22 TRUSTEE TONKING: Yeah.

23 TRUSTEE DENT: Sarah, there's actually a

24 printout that actually has it, I guess.

25 CHAIR SCHMITZ: We just have so many

35

1 versions of documents, I'm losing track.

2 TRUSTEE DENT: 2,038,000. And then what's

3 the five-year average of what we spent in community

4 services on capital improvement projects? I asked

5 this at the last meeting, last night, or maybe the

6 night before. So, like 3 million, 4 million is the

7 five-year average?

8 MS. NELSON: I did not hear you ask for

9 that. I'm sorry.

10 MR. CRIPPS: I wasn't able to get that

11 either.

12 TRUSTEE DENT: Okay. My concern with this

13 is, as we talked about last night and the night

14 before and I don't know what day it is anymore,

15 but -- we might have met on have Monday too. My

16 concern is we're going to say that we're going to do

17 all these projects and then we're going to end up

18 with \$2 million of carryover projects again that we

19 can't achieve because we don't have the resources or

20 the time to actually get them done because we have

21 such a short construction season.

22 So, are we overbudgeting again with our

23 capital improvement projects, knowing that we have

24 \$2 million in carryforward projects plus several

25 million dollars in budgeted projects?

36

1 MS. NELSON: No. Because if you look at

2 community services for this coming year, this coming

3 fiscal year, there's a large HVAC project at the Rec

4 Center, and that can happen all year long because

5 it's indoor. So that's a \$1 million right there out

6 of the 2 million. So, yes.

7 TRUSTEE DENT: But we don't know what we

8 can get done in a year? If we don't know what our

9 average is over the last five years and we don't

10 even know what we can achieve in a year, roughly --

11 and I know we can achieve more, yeah. I know we can

12 achieve more when we have a larger project.

13 MS. NELSON: Right. And over the last

14 five years, the engineering staff has not been

15 staffed. So over the least three years, that is

16 what I would like to look at.

17 TRUSTEE TONKING: Last three years was

18 roughly 3.17 million.

19 TRUSTEE DENT: So we're budgeting to do 25

20 percent more than what we achieved over the

21 last three years, so maybe we cut that?

22 TRUSTEE TONKING: But I think there's one

23 big project that is indoor year round.

24 TRUSTEE DENT: I understand. But we're

25 always very ambitious with our budgets. I have yet

37

1 to see us achieve our goals when it comes to  
 2 projects.

3 TRUSTEE TONKING: So are you saying remove  
 4 something and just bring it to the augmented?

5 TRUSTEE DENT: Yeah.

6 TRUSTEE TONKING: Because I feel like they  
 7 did a good job in the area of really looking at what  
 8 was feasible, and the things they put in are not a  
 9 lot of those outdoor projects. So that doesn't  
 10 shorten your cycle as much as some of the other  
 11 ones.

12 TRUSTEE DENT: I'm just looking at this  
 13 for the first time. I literally got the documents  
 14 when we got here.

15 TRUSTEE TULLOCH: Can I have a quick  
 16 clarification on the HVAC? There's a million bucks  
 17 there, is that to actually perform the project? I  
 18 seem to recall just a couple of meetings ago, we  
 19 just passed something like 800,000 for HVAC, but  
 20 that as just for the design work.

21 MS. NELSON: Correct. And then  
 22 the million is for the construction of replacing the  
 23 systems throughout the building.

24 TRUSTEE TULLOCH: So we're spending  
 25 \$800,000 to design a \$1-million system?

39

1 year-by-year increase of these things, it was  
 2 interesting that for '23/'24, it was actually  
 3 greater number than it is for this year, yet  
 4 last year our overall salaries and benefits were  
 5 only inflated by 10 percent; this year, they've been  
 6 inflated by 17 to 20 percent.

7 During the budget meetings, we had a slide  
 8 showing that we've removed funded positions or  
 9 claimed positions adding up to 1.1 million. We've  
 10 also subsequently removed another two positions that  
 11 add up, fully loaded cost, about 350 to 400k,  
 12 depending which one you look at.

13 Yet I look at the overall salaries and  
 14 benefits line here, and it's only gone down 628,000,  
 15 yet we were shown savings of 1.5. I think the  
 16 audience referred to the shell game of it. I think  
 17 I've got to concur somewhat in terms of that.

18 I made a comment last night, which Trustee  
 19 Tonking reminded me, it took 7 minutes, 25 seconds,  
 20 I believe, highlighting some of the issues going  
 21 forward. We still see the same issues. We see  
 22 salaries and benefits going up exponentially, and  
 23 that's the biggest component of our budget. And we  
 24 can't just keep assuming that we can just keep doing  
 25 this. Public comments saying, well, that's okay,

38

1 MS. NELSON: It's \$1 million spread each  
 2 fiscal year, '25 and '26, so it's about a \$2-million  
 3 project.

4 TRUSTEE TULLOCH: It's still 40 percent  
 5 cost for design. Staggering. That would be the  
 6 norm.

7 TRUSTEE DENT: Anyone else have any  
 8 questions or comments in the budget anywhere? I had  
 9 some questions for Ms. Nelson and she answered them.

10 TRUSTEE TULLOCH: Thank you, Mr. Magee,  
 11 for showing all these impressive reductions.  
 12 However, they're a little bit less impressive when  
 13 you look at them. All these reductions you're  
 14 showing were against your original '24/'25 budget  
 15 projection, which was 35 percent above '23/'24. So,  
 16 whoopee, we've now brought this down to a few  
 17 percent from an original, hugely inflated start.

18 As we go through the budget meetings,  
 19 there's one thing I've consistently pointed out that  
 20 we've got \$5 million-plus increase in salaries and  
 21 benefits. And we've heard all sorts of  
 22 explanations, it's 3 percent here and 6 percent here  
 23 and 8 percent here. Fortunately, Trustee Tonking  
 24 pointed -- asked for a breakdown of it.

25 When we looked at the cumulative

40

1 everything's okay. We just go back to \$780 per  
 2 parcel facility fee, everything's good.

3 No. We're still 2 to 3 million bucks in  
 4 the hole in community services, even going up to 780  
 5 facility fee.

6 We then see projections at 1,500, and when  
 7 we hear, well, we need to do all these things, we  
 8 need to bond the Beach House, the 16 million palace  
 9 on the beach, which will probably be 20 million. We  
 10 need to do a whole lot of other things. I did a  
 11 quick -- Mr. Dabler pointed out just the ones we  
 12 know about between paving, the 55 million in the  
 13 DOWL report. And, yes, we'll bond them all.

14 Suddenly all that bonding starts adding up to  
 15 between 1,000 and 1,500 bucks, up to 2,000 bucks  
 16 per year per parcel. That's for the bonding costs  
 17 based on all these wants.

18 This isn't solved by just doing a 780  
 19 facility fee. We've got to learn to live somewhat  
 20 within our budget to actually look realistically at  
 21 what we need. We've got to look at staff numbers.  
 22 I pointed out yesterday some of the areas where we  
 23 had four supervisory staff for one full-time staff  
 24 member. I went through -- I get through the list  
 25 again today and find several other similar examples,

41

1 like a supervisor and an assistant supervisor for  
 2 two workers. In what world can we keep doing that  
 3 and keep going to the public and say, oh, it's okay.  
 4 We'll just keep going here.  
 5         We have a 4.3 million increase in salaries  
 6 and benefits, which we're trying to cover by moving  
 7 the facility fee back to 780 from 450.  
 8         And we had Mr. Sands telling us here that  
 9 you've got golf operations in balance, yet we're  
 10 still being asked for 121 bucks per parcel to  
 11 subsidize Championship Golf. We've been asked for  
 12 \$247 per parcel to subsidize the Rec Center. We're  
 13 increasing staffing costs, we're increasing all the  
 14 costs right across the board, but we're not changing  
 15 revenues.  
 16         My comments yesterday were meant to point  
 17 out the unsustainable course we're on. The gravy  
 18 train is ready to hit the buffers. This is not  
 19 sustainable, the District is not sustainable in this  
 20 format. The utilities is not sustainable in this  
 21 format. We're very shortly going to be looking at  
 22 average 400-bucks-per-month bill for utilities,  
 23 going by the DOWL recommendations.  
 24         This is not sustainable. We have not made  
 25 cuts. We've made miniscule cuts to a hugely -- a 20

43

1 it's a funded position, so that ended up being a lot  
 2 of confusion that we dug into today.  
 3         But with that being said, I did compare --  
 4 there's this graph chart, and I looked at the  
 5 numbers and there is a 17 percent increase, budget  
 6 to budget, from fiscal year '24 to fiscal year '25.  
 7 And then the year before that, it was a 13 percent  
 8 increase, and there were -- I'm guessing that the  
 9 difference is due to some new positions, because,  
 10 really, there's only a 2 percent increase between  
 11 our contracted differences -- or 2 percent decrease.  
 12 So I think it's the newly added positions that  
 13 occurred half through the year that are now rolled  
 14 into us now that were unfunded. That's just my  
 15 analysis.  
 16         But I do think, overall, we do need to  
 17 think about the structure of the organization. That  
 18 is not going to happen between now and the 1st of  
 19 January.  
 20         TRUSTEE TULLOCH: Yes, I think that's --  
 21 we're in agreement, basically, on that, that a lot  
 22 of these things are covered. I think some of these  
 23 increases -- as I was going through all the  
 24 individual sheets, the multiple versions of them,  
 25 they all showed things like we're increasing rates,

42

1 percent increased budget to start with. I'm sorry I  
 2 cannot support this.  
 3         Thank you.  
 4         TRUSTEE DENT: I have a question as it  
 5 relates to my favorite topic this budget season,  
 6 services and supplies. We're seeing an 11 percent  
 7 increase at Mountain Golf Course this year in  
 8 services and supplies. We're also seeing a 52  
 9 percent increase in services and supplies at  
 10 Championship Golf Course when the actuals only went  
 11 up by 5 percent, and I'm having a hard time  
 12 understanding why.  
 13         MR. MAGEE: Sure. I'll ask Mr. Sands to  
 14 come in from the bullpen and help us with that one.  
 15         TRUSTEE TONKING: I just wanted to talk a  
 16 little bit about what Trustee Tulloch said. He is  
 17 right that it has gone up by 4.4 million in salaries  
 18 and wages and benefits, and I think there some steps  
 19 that need to be taken in this district in the  
 20 next year to really look at what is our layout of  
 21 the organization and what positions do we have  
 22 approved.  
 23         I know there's some confusion in our FTE  
 24 sheet that it represents every position that's been  
 25 approved up in the District, it does not mean that

44

1 increasing hours for staff, we're not increasing  
 2 revenues or increasing programs.  
 3         I also say things, like in food and  
 4 beverage, where we'd claimed savings from not  
 5 unfunding the food and beverage director position,  
 6 which is a fully loaded rate yet of 150- to 200,000,  
 7 yet reduction shown on the sheet attributed to that  
 8 were like 2 percent in staffing costs.  
 9         I'd also highlight something else, I  
 10 admitted in my previous comment, it was also alluded  
 11 to in the public comment, for years we funded  
 12 capital projects, we've appropriated funding for  
 13 capital projects that have quietly dropped off, the  
 14 dog park is an easy example.  
 15         But then as they dropoff the next year,  
 16 that just goes into the balance and we start drawing  
 17 down the balance to cover increased salaries and  
 18 benefits costs. There's at least four areas  
 19 last year that exceeded their -- overshot, overspent  
 20 their budget on salaries and benefits anywhere from  
 21 20 percent to 40 percent, and nobody has batted an  
 22 eyelid. So we've just dipped into the funds that  
 23 are supposedly appropriated from the community for  
 24 capital projects or funds that are overbudgeted in  
 25 other areas to cover overspending on salaries and

45

1 benefits.

2 This is not new. I've highlighted it in

3 the treasurer's report for the last three months.

4 It seems -- in speaking with the management team, it

5 seems that we have people just increasing hours for

6 staff, spending more staff time, increasing hours

7 without having any budget for it, and without taking

8 any accountability for it. And that just cannot

9 continue.

10 What's the point of making a budget up if

11 we've allocated 1.1 million for budget -- for

12 staffing budget at the beaches and then they go and

13 spend 1.6? I mean, what's the point of making a

14 budget if that's what we're doing?

15 TRUSTEE DENT: Welcome, Mr. Sands.

16 If we look at supplies and services at

17 Mountain Golf Course, we see 11 percent increase,

18 year over year. If we look at Championship Golf

19 Course, we see a 52 percent increase, year over year

20 -- or, I guess, we're projecting a 52 percent

21 increases. However, last year, compared to this

22 year's budget, we're projecting only a 5 percent

23 increase.

24 So I'm trying to understand, we've been

25 gradually increasing by about 5 percent, and then

46

1 all of a sudden this year we're going to increase it

2 by 52 percent. Help me understand why.

3 MR. SANDS: Yes, of course.

4 Coming off of yesterday and some of the

5 proposed cuts that we had put in our packet, we did

6 receive some direction at staff level to try to put

7 some of that back in, especially when it comes to

8 potentially some of the media expenses, trying to

9 outreach other non-resident business. We're looking

10 at basic golf course maintenance when it comes to

11 chemicals, fertilizer, sand in the sand traps. Then

12 going into kind of staffing and R and M general

13 repairs, whether it be in the facility itself or out

14 on the driving range, golf carts, wherever, we're

15 trying to help provide a better experience for that

16 golfer, that's where you see that increase come back

17 up.

18 Same thing that kind of goes with the

19 Mountain Course at the 11 percent increase, we

20 proposed some more severe cuts that would actually

21 impact our overall golfer experience and

22 revenue-generation source. So we proposed to remove

23 that yesterday. We did add some of those back in,

24 so that's where we see that increase in percentage.

25 TRUSTEE DENT: No. The R and M and the

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1 capital expense projects account for 30,000 of the

2 380,000 add, and I'm just trying to understand. If

3 I'm running a golf course, I would think that my

4 services and supplies increase would be similar from

5 one golf course to the other, and so I'm just -- I

6 don't understand the difference between the two.

7 Why is it only 11 percent at Mountain, 52 percent

8 here, and what's the big change? I understand some

9 marketing is going up, but if we're going to be

10 increasing the marketing, wouldn't we increase our

11 revenues as well?

12 TRUSTEE TONKING: You're talking about the

13 comparison between FY '24 and FY '25. He was not

14 answering that question. I think that's what --

15 you're right, that's the difference you're talking

16 about. You were talking about the increase from FY

17 '25 -- or '24 to FY '25, right?

18 TRUSTEE DENT: Correct.

19 TRUSTEE TONKING: Not just the minor

20 things that we did -- they want to know what

21 happened from last year to this year.

22 TRUSTEE DENT: No. I'm asking, overall,

23 why is it a 52 percent increase in services and

24 supplies at Championship Course, it's only 11

25 percent increase at Mountain Course, and there's

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1 over the -- in actuals for '22/'23, you're at 705.

2 Actuals for '23/'24, we're at 725, that's maybe a 4

3 percent increase, it's not even 5 percent increase,

4 but now we're projecting a 52 percent increase for

5 this year. It doesn't make sense.

6 MR. SANDS: I think my inexperience at the

7 property would prohibit me from understanding that

8 question fully. I would love to get into that and

9 understand the breakdown and what is actually

10 occurring.

11 TRUSTEE DENT: Mr. Cripps, could you

12 answer that question?

13 MR. CRIPPS: I can be, maybe, be a little

14 bit of help for clarification.

15 With Mr. Sands coming in when he did, we

16 definitely threw him into the deep end of the pool

17 here, but he was relying on staff to help guide him

18 along the lines of what is going into the budget.

19 And components of that were -- that's why budget to

20 budget is not the big increase like you're seeing,

21 but then it could be a station to where the staff

22 wasn't even there last year to complete the tasks

23 that were originally budgeted for.

24 TRUSTEE DENT: But services and supplies,

25 I mean, we're talking about fertilizer. We knew

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1 fertilizer went up three years ago, it went up quite  
 2 a bit, my family's in the farming business. We know  
 3 it went up a lot.  
 4           But what's increasing -- what are we  
 5 forecasting to increase 52 percent this year when we  
 6 only saw a 3 or 4 percent increase last year?  
 7 That's the part I just don't understand. It's super  
 8 steep, that's all. Something seems wrong, that's  
 9 all.  
 10           And if I had a page number, I'd tell you.  
 11 I'm looking at the Champ -- the roll up of Champ  
 12 Golf, services and supplies. And it's not the R and  
 13 M general, and it's not capital expense projects  
 14 because you guys did pull those out, and thank you.  
 15 This is why I wanted this because it's throwing me  
 16 off that we're seeing massive increases like that  
 17 where -- I'm okay with seeing 11 percent increase,  
 18 it could be standard, but it still seems high. But  
 19 somewhere in that range seems normal. 52 percent  
 20 seems like something's wrong.  
 21           MR. CRIPPS: That number there is derived  
 22 from just the estimated actual. Again, with  
 23 vacancies that were in the department, that could --  
 24 I'm just -- at this time, I don't know that we --  
 25 the historical knowledge that we have and the

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1 this an effective way for me to evaluate anything  
 2 and make any decisions. And Mr. Magee has not  
 3 brought to the Board explanations to bridge us to  
 4 give us reasons and justifications to accept this  
 5 budget.  
 6           We're sitting here on day five of  
 7 discussing this budget, and we're asking the exact  
 8 same questions and we're having the exact same  
 9 conversation about salaries, about services and  
 10 supplies, the justification for the increases. And  
 11 we, as a board, are not being walked through a  
 12 budget with my sort of explanation of why we should  
 13 be accepting this budget with these items that we  
 14 keep discussing and not getting clarity.  
 15           I appreciate the fact that we have all of  
 16 these sheets, and I appreciate the fact that we now  
 17 have the carryovers and now we have the capital  
 18 improvements, but we're sitting and having the same  
 19 conversations, and we, as a board, have not been  
 20 given a bridge that helps us to understand why we  
 21 have gone from the past year's budget to these  
 22 incredibly large increases in certain areas, such as  
 23 salaries and services and supplies, and I, myself,  
 24 having just received 28 spreadsheets, I have no  
 25 ability this evening to weigh in and approve this

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1 research --  
 2           TRUSTEE DENT: Are we putting -- there's  
 3 people that get wages from services and supplies at  
 4 the golf course?  
 5           MR. CRIPPS: No. Just the inability to  
 6 use the supplies that they would have been  
 7 purchasing or complete the tasks, that would have  
 8 been in that line.  
 9           TRUSTEE DENT: We had the same problem  
 10 the year before too?  
 11           MR. CRIPPS: At that point, I don't know.  
 12           TRUSTEE DENT: Okay. I don't have any  
 13 further questions right now. Because we're not  
 14 increasing wages at Champ golf Course, virtually  
 15 unchanged, so I would assume we're not adding  
 16 anymore people to do any work, so I'm confused by  
 17 that response. I don't need to talk any further on  
 18 this one.  
 19           I looked at the budget now, however long  
 20 this meeting's been going on, and this is just one  
 21 example, and I think there's probably several others  
 22 where we might have a little bit more work to do on  
 23 this. I don't think we're there yet.  
 24           CHAIR SCHMITZ: Having only received 28  
 25 spreadsheets in the last two hours, I don't find

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1 budget because I've no opportunity and we have not  
 2 been walked through this budget nor explained the  
 3 justifications.  
 4           And from my perspective, if staff would  
 5 like to come back tomorrow with some sort -- and  
 6 give us, as a board, time to review the materials  
 7 and put our questions together so that staff can  
 8 come to a meeting prepared to answer those  
 9 questions, I'm just seeing that we're not having the  
 10 time to actually review things methodically and  
 11 productively. Just feel that we're done, and we  
 12 need to decide what information, what questions we  
 13 have, give us the opportunity this evening and  
 14 tomorrow to review this information, get our  
 15 questions to staff and request that Mr. Magee come  
 16 back to us tomorrow evening with a presentation, a  
 17 complete and comprehensive budget consolidated in  
 18 one thing, not 28 different files, so that we can  
 19 have a productive conversation and make an informed  
 20 decision.  
 21           So I will turn this back to my fellow  
 22 trustees, and we need to decide what we want to do  
 23 here this evening.  
 24           TRUSTEE TULLOCH: First a question for Mr.  
 25 Sands. Approximately a month ago, you came to us

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1 showing what your projected revenue for golf  
 2 operations at 2.9 million, and you said it's  
 3 approximately a level at golf operation expenses at  
 4 2.9 million. Is that 2.9 million in expenses  
 5 include all these additional costs that have been  
 6 added here, most of which seem to be golf  
 7 operations?  
 8 MR. SANDS: Are you speaking across both  
 9 golf courses or certain --  
 10 TRUSTEE TULLOCH: Championship Golf.  
 11 Since, staff's request, you're asking residents to  
 12 pay \$121 a parcel towards that.  
 13 MR. SANDS: Again, you're talking about  
 14 projection for revenue?  
 15 TRUSTEE TULLOCH: Your projection for  
 16 revenue and expenses, particularly in golf  
 17 operations, since that's the one you presented us an  
 18 approximate balance of 2.9 million a month ago when  
 19 we approved rates. Did that 2.9 in expenses include  
 20 these increases in here?  
 21 I think I can tell. I understand, yeah.  
 22 I think it's fairly safe to assume that most of  
 23 these increases are probably added to the 2.9  
 24 million. The 2.9 million was probably in previous  
 25 expenses.

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1 wasting time here. I'm more inclined to say, look,  
 2 let's just pull the plug on this process. This is  
 3 obviously not working. We've obviously only seen  
 4 these numbers for about ten days. I hate to say it,  
 5 but I'm inclined to go for the doomsday option and  
 6 say lets just pull the plug on this and we'll just  
 7 go with last year's budget.  
 8 TRUSTEE TONKING: These are more  
 9 housekeeping questions. If we delay this until  
 10 tomorrow, Chair Schmitz, do you think we should have  
 11 a deadline of noon of when we submit our questions  
 12 or something earlier so staff has time to prepare?  
 13 And then my other question -- I will  
 14 probably attend that one remote, since this cold is  
 15 not making me sound much better.  
 16 My other question is to legal. I heard  
 17 Trustee Tulloch say that he wanted to take the  
 18 doomsday approach, is there ever an approach  
 19 where -- and I'm not saying I want to do this, but  
 20 I'm listening to what he said about trying to avoid  
 21 a doomsday approach ever year. If things continue  
 22 the way that they've been going for the last  
 23 four days, is there a way -- or have districts ever  
 24 passed a budget that's just an inflationary budget?  
 25 Basically take what they know what their tax dollar

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1 MR. SANDS: I would tend to agree with  
 2 that, yes.  
 3 TRUSTEE TULLOCH: Yep. And that's part of  
 4 the subsidy.  
 5 Following up on Trustee Schmitz, I would  
 6 totally agree. I think this has been a hugely  
 7 frustrating week. I've probably spent 50, 60 hours  
 8 with some of my colleagues working through these  
 9 budgets and the different sheets. That's why even  
 10 I'm starting to get confused a little bit with the  
 11 numbers now.  
 12 What I do know is there's been next to no  
 13 movements anywhere. We've given no information to  
 14 the community apart from scaring them off with a  
 15 notice in the paper that said the rec fee could be  
 16 1,500 bucks. We're now saying, no, don't worry,  
 17 we've halved that to 780, which is still a  
 18 75 percent increase from last year.  
 19 We're producing numbers at the last  
 20 minute. We're told by the golfers, no, no, we're  
 21 charging far too much for golf, yet we're still  
 22 subsidizing Championship Course by 121 bucks a  
 23 parcel. We're subsidizing the Rec Center by 247 a  
 24 parcel.  
 25 And, frankly, I don't know why we're

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1 will be and then inflate revenue by a percentage and  
 2 then their other costs by a percentage and just call  
 3 it a day?  
 4 MR. RUDIN: I'm sure that is an approach  
 5 that some public agencies have taken.  
 6 TRUSTEE TONKING: It's not something the  
 7 State would then be -- because the doomsday approach  
 8 has more state implication than this approach would  
 9 have.  
 10 MR. RUDIN: So in terms of your budget,  
 11 these documents, these that have been presented to  
 12 you, these are not your budget. Your legal budget  
 13 comes on Form 4404 from the Department of Taxation.  
 14 Staff did prepare a tentative budget,  
 15 which had to be reviewed by the Department of Tax,  
 16 and they found that tentative budget to be in  
 17 compliance with NRS Chapter 354.  
 18 That being said, if you don't act to adopt  
 19 revisions to that Form 4404, your default budget is  
 20 your budget from the last fiscal year as adjusted by  
 21 the Department of Tax.  
 22 TRUSTEE TONKING: Yeah. But my question  
 23 is you could inflate it and then do a budget  
 24 augmentation in November once we figured out what  
 25 the hell is going on in some of these numbers, in

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1 theory.

2 I'm not saying that's what I want to do,

3 I'm putting that on the record, I'm just saying if

4 we go south fast.

5 TRUSTEE DENT: You're saying in June

6 instead of November?

7 TRUSTEE TONKING: No. I'm saying we

8 submit it now, and then you do an augmentation when

9 we start to know some other stuff.

10 This is really like if things had gone so

11 bad tomorrow we can't do it tomorrow. I don't want

12 people to think I'm trying to do that. I'm just

13 trying to give an idea of before adjourn.

14 MR. RUDIN: What I would recommend, if you

15 wanted to take that sort of approach, is you would

16 prepare a budget that includes a pretty substantial

17 contingency. Staff would have to come back to the

18 Board to get approval to transfer money out of that

19 contingency.

20 But the reason I suggest this is, in the

21 Nevada Administrative Code, the definition of

22 available resources, which says: The unappropriated

23 ending balance of any governmental fund, except for

24 a fund for capital projects, is not an available

25 resource for the purpose of going to budget

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1 augmentations.

2 If you have a large ending balance that

3 you choose not to appropriate, there is a potential

4 that the Department of Tax will say, well, you

5 didn't include it in your budget, so while it's a

6 large ending balance that otherwise should be

7 available, the NAC does have a provision basically

8 saying that you should probably put that in

9 contingency if you intend -- for the potential of

10 that to be spent during the next fiscal year.

11 TRUSTEE TONKING: So I can put it in the

12 contingency.

13 Also, isn't the State have a law also

14 around -- and maybe it just applies to school

15 districts and that's all I really know about it --

16 it applies a law that your ending fund balance has

17 to be really high before they can even say -- so

18 they have a number there in, a formula, I'm pretty

19 sure, so we could almost calculate that formula.

20 (Inaudible discussion amongst the

21 Board.)

22 TRUSTEE DENT: Chair, what do you want to

23 do?

24 CHAIR SCHMITZ: Well, I would prefer not

25 to have doomsday, I would prefer not to do that.

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1 But we have some major gaps here, and we don't have

2 a bridge to help us to get ourselves from last year's

3 numbers to this year's numbers. We've just been

4 given numbers and saying this is staff's

5 recommendations.

6 I think that we're all pretty comfortable,

7 I believe, with the capital carryover and the

8 capital that -- I think we're comfortable with the

9 one-year CIP plan that staff has indicated they are

10 able to deliver on.

11 And, Trustee Dent, I went back because I

12 have historical information for the CIP projects,

13 the budgets and the actuals, going back to fiscal

14 year '17/'18, and it does vary anywhere from about

15 \$6 million to the low being \$1.9 million, which is

16 in fiscal year '21/'22 in community services.

17 It has had sort of wide range of actuals,

18 historically, and it may be because larger projects

19 are completed. I don't have the data to say why was

20 it in '18/'19 \$6 million, but it was. There is

21 historical data there to support what staff is

22 projecting for potential deliverable CIP projects.

23 My concern is that we are adding to what

24 is already carryover, so it is a large amount. But

25 if -- it seems like interim Director Nelson clearly

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1 understands that our goal was to only budget for

2 what staff felt they were able to accomplish. I

3 think we're all comfortable with that.

4 I think where we start having concerns and

5 issues is on the salaries and wages line and the

6 services and supplies. And I don't know whether we

7 can just say, look, services and supplies needs to

8 be capped at a certain percentage. That might be a

9 way to address the issue.

10 And as it relates to wages, I understand

11 Trustee Tulloch's point, and that is that our

12 fees have remained flat, but our salaries and wages

13 are continuing to increase, and that's not a

14 sustainable model. It's not.

15 If we're not going to be raising our fees

16 for things such as the Rec Center, tennis center,

17 because it makes that no longer competitive, then we

18 have to look at how else costs are cut.

19 And I, for one, will not subsidize

20 catering and weddings. And, again, we still see a

21 budget -- I think I've said this almost every single

22 meeting, I do not want to see -- if we can't run

23 catering and weddings and make money doing that,

24 then let's not -- either outsource to somebody who

25 can make money on it or stop doing it, because we're

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1 doing it at loss, year after year. And it's  
 2 weddings and catering.  
 3 I think that if the Board wants to come  
 4 with some potential solutions for those particular  
 5 ideas, and it may be to say, look, salaries and  
 6 wages need to be decreased by a percentage, and  
 7 services and supplies needs to be decreased by a  
 8 percentage, and maybe that's how we get through  
 9 this.  
 10 I'll leave that for the rest of you to  
 11 react to.  
 12 TRUSTEE DENT: Yeah, I would agree with  
 13 that. When it comes to subsidizing weddings,  
 14 especially when we're running these facilities and  
 15 not even -- there isn't rent we're paying and we're  
 16 still losing money, so we're still having to  
 17 subsidize. Especially when we know that the  
 18 weddings are making 50 percent profit margin, it was  
 19 extremely high. I don't think we should -- anyone  
 20 in the community should be subsidizing that. We  
 21 need to figure out how to make a venue that doesn't  
 22 have to pay rent or a business that doesn't have to  
 23 pay rent that we know operates at a 50 profit margin  
 24 to make money.  
 25 I'm -- I think there's more work to be

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1 done. I do appreciate staff working really hard on  
 2 the CIP and bringing us something that is a little  
 3 bit more presentable. But I'm not opposed to  
 4 falling back to what -- hearing what Sergio said,  
 5 falling back to last year's budget, adding some sort  
 6 of -- maybe there is a rec fee and a beach fee that  
 7 goes in it that turns into a contingency for the  
 8 Board to allow the funds to be spent at a later  
 9 time, if need be.  
 10 I feel like this whole process was  
 11 delayed. We raised a red flag about a month and a  
 12 half ago, saying what's going on? We're going to  
 13 run into a mess here, and we decided to start this  
 14 process last week. I don't feel like -- I think  
 15 lack of planning got us in this position.  
 16 Once this budget is approved, I think it's  
 17 important for staff to come back to us, soon, I  
 18 would say the second meeting in June, and to let us  
 19 know why they think we're in this situation. This  
 20 is my ninth time going through the budget, and I've  
 21 never experienced something like this.  
 22 So I feel like we're just wasting our time  
 23 being here, since most of us haven't even looked at  
 24 the numbers.  
 25 Trustee Tonking, I do want to thank you,

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1 Trustee Tulloch, I do want to thank you both for  
 2 taking time out of your day to help get this to what  
 3 we have been saying, the comments and questions and  
 4 concerns we had with it, thank you for getting the  
 5 presentation a little bit more correct.  
 6 If staff could look at some of these areas  
 7 that were pointed out tonight, I don't want a whole  
 8 list of new spreadsheets tomorrow, explanations  
 9 would be perfect, though. And I think we need to --  
 10 just let us understand why there's a 52 percent  
 11 increase. One example, at Championship Golf Course,  
 12 when it comes to services and supplies, what is  
 13 driving that? Nobody knows. However, we only had  
 14 11 percent increase at Mountain Golf Course. And  
 15 last fiscal year versus this fiscal year, we see a 3  
 16 percent increase. So why it is now 52 percent?  
 17 It's not construction projects, it's a lot of  
 18 fertilizer. Maybe we got our fertilizer out of the  
 19 Ukraine.  
 20 All right. So, Trustee Tulloch, you can  
 21 have the floor. I'm ready to wrap up this meeting.  
 22 TRUSTEE TULLOCH: I'll be quick, point out  
 23 another issue, there's also a hidden subsidy in  
 24 facilities already because facilities that don't own  
 25 the actual facilities rent these out at a cost to

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1 other departments within their -- you'll recall in  
 2 the past, we've moved board meetings from The  
 3 Chateau to here to reduce the costs of board  
 4 meetings because we were being charged by facilities  
 5 for the use of The Chateau. So, a building, they  
 6 don't own, they don't pay rent for, they don't pay  
 7 the operating costs for, but they're charging out to  
 8 make revenues look good.  
 9 I think in terms of the process, I hear  
 10 you. I think if we go with last year's budget, we  
 11 do have a contingency because this year's beach fee  
 12 was reduced from the 450 in the budget last year to  
 13 330, so we do have that \$120 a parcel facility fee  
 14 built in as contingency just to start with that.  
 15 I don't personally don't believe we're  
 16 going to achieve anything by coming back again  
 17 tomorrow because staff have been running ragged, and  
 18 through all this process, we've only taken about 1.5  
 19 or something in total from a 26 percent inflated  
 20 budget. I'm not sure what coming back at lunchtime  
 21 tomorrow is going to actually achieve because then  
 22 staff have also got to complete the 4404, whatever,  
 23 form to get it into the State by Saturday.  
 24 I don't -- I -- personally, I'm  
 25 disappointed, having put so much time and effort

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1 into this myself, I'm disappointed. I don't -- I'll  
2 be honest, I don't think we're going to achieve  
3 anything coming back again tomorrow. I think we're  
4 just going to go through the same thing. We're  
5 going to be asked, well, just give us a number.  
6 Again, and this is an off-the-cuff  
7 comment, for everyone that wants to think that. I  
8 think we go with the situation, we go with  
9 last year's budget, submit that to the State, and  
10 then work out what we're going to do.  
11 We do have -- as we've seen we've been  
12 quite happy to divert capital to operations in the  
13 past, and we do have a significant level of  
14 resources in capital. To me, that would be best the  
15 solution. It gives staff time to make sure that we  
16 get the submission to the State correct with a  
17 contingency \$120 -- extra \$120 facility fee that's  
18 there. It's about 2 million, 1.8 million.  
19 CHAIR SCHMITZ: If we decide as a board  
20 that we're going back to last year's budget, we need  
21 to have some sort of an inflationary index that we  
22 incorporate in, because we do know that costs have  
23 gone up and there is inflation. I would say a 10  
24 percent inflation index would probably cover it.  
25 And I also think that we have to

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1 We're saying we'll meet their deadline,  
2 we're going to use last year's budget and add an  
3 inflationary index and submit that to the State by  
4 the June 1 deadline.  
5 The statute that you're referring to, we  
6 would avoid by taking that approach.  
7 MR. RUDIN: Yeah, that makes sense, if  
8 that's the suggestion of the Board. Yes.  
9 Absolutely.  
10 TRUSTEE TONKING: My question is is there  
11 a way, instead of redoing this whole budget back to  
12 last year's, is looking at some of these items, line  
13 items that we disagree with, and knowing that  
14 there's contractual things in salaries and wages, so  
15 we have to be careful of that, but looking at  
16 services and supplies and just picking a cap  
17 number instead of redoing this whole budget and then  
18 picking a fee that goes in that way, and that way,  
19 we're not just taking it back to last year?  
20 Because there are parts of this I think we  
21 all like. There's just these parts that we've been  
22 pointing out that seem really high, so that might  
23 help us.  
24 The other thing, and this is really going  
25 down a rabbit hole, you could also correct your

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1 understand where we are with our rec and beach fee,  
2 because if we take staff's recommendation for the  
3 beach fee, we actually -- well, no. If we go back  
4 to last year's budget and add 10 percent, we'll be  
5 okay. I was thinking about what they proposed,  
6 because what they proposed was going to draw down  
7 fund balance by 3.9 million, which eats into what we  
8 raised for the Beach House.  
9 So, my feeling if we're going to go back  
10 to last year's budget, then we need to at least add  
11 an inflationary index, and then we need to decide,  
12 as a board, what we are going to do with the rec and  
13 the beach fee.  
14 MR. RUDIN: Yeah, so some of these ideas  
15 that are being suggested, I'm not sure they would  
16 necessarily happen if you default and fail to adopt  
17 any budget.  
18 The statute is 354.598, and says that the  
19 budget adopted for certification of the combined ad  
20 valorem tax rate by the Department of Taxation for  
21 the current year, adjusted as to content and rate in  
22 a manner as the Department of Taxation may consider  
23 necessary will be --  
24 CHAIR SCHMITZ: That's only if we do not  
25 submit, if we do not meet their deadline.

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1 beach and rec fee, like recommended here. And then  
2 Trustee Dent asked this question back in 2020, I  
3 don't think he remembers it, it was if you could  
4 refund people their rec fees, and so that's another  
5 option.  
6 But what I really think we should just do  
7 is look at lines we disagree on and come up with a  
8 number there. I think that's, maybe, the easier  
9 thing than redoing this whole budget back to last  
10 year's. That's a thought.  
11 TRUSTEE TULLOCH: Why would it be an  
12 effort to redo the budget back to last year's? We  
13 already have last budget numbers. We plug the same  
14 numbers in. If you want to plug in 10 percent, I  
15 mean, inflation is running at 3.4 percent, according  
16 to the government, so I'm not sure why we would plug  
17 in 10 percent.  
18 But, yeah, what it is, we already have the  
19 numbers, we just do a quick calculation of last  
20 year's numbers and put it in. We have an updated  
21 CIP we can put in. We would be submitting a budget.  
22 It's not a whole lot of work to run through the  
23 spreadsheet again and basically whatever percentage  
24 we agree to numbers.  
25 As to refunding the rec fee, I think, as

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1 we were advised last year, I think that was  
 2 suggested last year, and it was pointed out that it  
 3 would cost us more to refund than it actually does  
 4 to collect it, and trying to manage a refund is  
 5 there. I'm not in favor of collecting extra from  
 6 money from people again. We've been doing it for  
 7 years. I'm not in favor of collecting extra money  
 8 from them just to hold and, well, you might get a  
 9 refund. What if people use up the full value of the  
 10 punch cards at the old value, do we then charge them  
 11 as well?

12 TRUSTEE DENT: For the record on this  
 13 refund idea, that was during COVID when none of our  
 14 venues were opened, yet we collected money for  
 15 venues, just so everybody knows.

16 TRUSTEE NOBLE: I do like Trustee  
 17 Tonking's approach to that because there are a lot  
 18 of items in this budget that I think the majority of  
 19 us agree with. There are certain ones, services and  
 20 supplies is the big one I keep hearing over and over  
 21 and over again. So take that -- for example, take  
 22 that, what the actual was last year, add 10, 15  
 23 percent, and then we'll go back to that and figure  
 24 out what is going on with that because we just  
 25 haven't gotten the answers that we've been asking

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1 for.

2 That would be my suggestion so that this  
 3 budget is based closer to reality, and not just last  
 4 year's reality, but this year's reality.

5 TRUSTEE DENT: I think if we're going to  
 6 take that approach, we should take the same approach  
 7 because the first budget that was brought to us had  
 8 a 1.1 million increase for wages for new positions,  
 9 but we were only seeing the -- what was it? --  
 10 300,000 something, minor decrease. Yeah.

11 I think if we're going to take these  
 12 general approaches, I think we gotta cut in a few  
 13 different areas, not just one.

14 TRUSTEE TONKING: I was going to say on  
 15 that I think we're going to run into an issue if go  
 16 back to last year's and not just looking at line  
 17 item by line item, because utilities increased a  
 18 lot, and that's going to be something we're going to  
 19 have to pay. From budget to budget, it was 25  
 20 percent.

21 So just some of those that I worry we're  
 22 going to get ourselves into a weird issue if we go  
 23 to last year's, but if we pick the ones that we  
 24 don't necessarily agree with and we go to last  
 25 year's, I think we can, maybe, get somewhere that we

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1 can agree.

2 TRUSTEE DENT: Are we going to be able to  
 3 make a decision on the fly tomorrow if we go home  
 4 and work on this tonight?

5 TRUSTEE TONKING: Well, we have to. Do we  
 6 have a choice?

7 TRUSTEE DENT: How are you going to -- we  
 8 don't have a spreadsheet.

9 TRUSTEE TONKING: I'm just saying you go  
 10 back to last year's and inflate it by 10 percent, or  
 11 --

12 TRUSTEE DENT: For each line item?

13 TRUSTEE TONKING: No, no, no, just for the  
 14 ones -- for example on services and supplies,  
 15 instead of the 56 --

16 TRUSTEE DENT: What would you do for  
 17 wages?

18 TRUSTEE TONKING: That one, I'm not as  
 19 concerned about wages as some others. That would be  
 20 something that someone else would need to advocate  
 21 for and explain to me their thoughts on it.

22 TRUSTEE DENT: I think it's good -- I  
 23 mean, from sustainability, if we don't do anything  
 24 this year when it comes to this, we have -- there's  
 25 going to be a huge mess on everybody's hands for

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1 next year.

2 You're talking about 580, roughly, using  
 3 8,000 parcels, \$580 of wages and benefits, \$4.8  
 4 million.

5 TRUSTEE TONKING: It's 4.4 million.

6 But I'm saying that a lot of it is  
 7 contractual so I don't know what percentage to use.  
 8 Unless someone can tell me where some of that  
 9 savings is without creating a whole infrastructure  
 10 study. And we can go back to the last year, so a  
 11 lot of it's --

12 TRUSTEE DENT: A lot of it is contractual,  
 13 though. But if you think about any contract we  
 14 have, we don't have any contracts that say wages and  
 15 benefits are going up by 18 percent.

16 TRUSTEE TONKING: So then we can go back  
 17 to '23/'24, we can look at that sheet and decide  
 18 what percentage above that, looking at some of those  
 19 contracted, do you want to do a COLA on top of a  
 20 merit pay? What are some of the thoughts that  
 21 people have? I guess that's a question you could  
 22 have.

23 For example, there's nothing you can do  
 24 about health, nothing you're going to be able to do  
 25 about workers' comp. Those ones you going to have

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1 to embed in. We can make a decision around those.  
 2 I worry if we go back solely to '23/'24,  
 3 and inflate, we're going to have these bigger issues  
 4 in some of these other things.  
 5 TRUSTEE DENT: I'm just concerned if we do  
 6 nothing, there's going to be a lot bigger mess going  
 7 on next year.  
 8 And there are things you can do when it  
 9 comes to planning for this because the District can  
 10 get creative when it comes to the health and  
 11 benefits, when it comes to some of those items.  
 12 TRUSTEE TONKING: What do you mean by "do  
 13 nothing," I don't think I've said do nothing, so I'm  
 14 confused by that, and you keep saying it.  
 15 TRUSTEE DENT: I'm not saying "you," or  
 16 "do nothing." I just don't think -- we can't solve  
 17 this problem tomorrow. We don't have a spreadsheet  
 18 we can just go quickly plug these in and tweak and  
 19 it spits out what the rec and the beach fee should  
 20 be.  
 21 So I feel like the easier option is almost  
 22 to go to last year's budget because we don't know  
 23 what we would be doing by going to this year's  
 24 budget.  
 25 TRUSTEE TONKING: But if we go to last

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1 What is the right structure? Do we need  
 2 all that level of executive overhead? Particularly  
 3 then you've got supervisors and managers and all  
 4 sorts of levels below it. We just have multiple  
 5 levels there rather than looking at just at service  
 6 delivery.  
 7 I mean, we can try to hide it, we can  
 8 pretend it doesn't exist, but the huge increases in  
 9 salaries and benefits that have gone up 50 percent  
 10 just in over three years, it's the elephant in the  
 11 room, and we just need to look at what we're  
 12 actually doing and what we need to do to deliver the  
 13 services effectively.  
 14 MS. NELSON: I just wanted to make sure  
 15 that the Board is aware, if you do go back and, say,  
 16 put on like a 10 percent on services and supplies  
 17 for utilities, we were directed to put in our  
 18 capital expense projects in that line item, so I  
 19 would hope you would at least be able to fund that  
 20 since we broke it out, it's clearly visible. I just  
 21 wanted to make sure that that was noted because  
 22 last year's budget, it was in -- it was separate  
 23 under the capital expense project list.  
 24 CHAIR SCHMITZ: I wanted to say thank you  
 25 for that clarification, because when I was

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1 year's budget, there are line items on here,  
 2 insurance, utilities, that we would be in deep  
 3 problems with by inflated them, and so I don't think  
 4 that's the right choice.  
 5 Those line items, we've all kind of talked  
 6 about and we can agree with how those panned out, so  
 7 why not just look at the ones we're not sure about  
 8 and go to last year's and inflate those instead of  
 9 every single expense one going to last year's.  
 10 That's all I'm saying.  
 11 TRUSTEE TULLOCH: I think to say there's  
 12 nothing we can do about salaries and benefits is  
 13 incorrect. I think we need to -- I think that's  
 14 what we keep coming back to. That's the big  
 15 \$5 million -- that's the biggest \$5-million swing in  
 16 the thing. I think we need to look at our whole  
 17 structure, we need to look at our whole executive  
 18 structure.  
 19 We've currently got five directors,  
 20 three general managers for somewhere like less than  
 21 200 hundred full-time employees. We're seeing in  
 22 the cost allocations, central services cost  
 23 allocations huge increases to the venues. I think  
 24 we've got to question -- I think we've got to be  
 25 realistic and live within our means.

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1 specifically talking about this, I was specifically  
 2 talking about the line as it had that other things  
 3 removed.  
 4 I was looking at that, and I believe when  
 5 Trustee Dent was talking about these percentages, I  
 6 believe it was just the services and supplies, so  
 7 that's a good clarification, because I agree that we  
 8 need to leave the things in for the deferred  
 9 maintenance, but when it comes the other services  
 10 and supplies, it just seems as though they're very  
 11 inconsistent and some are so -- as Trustee Dent  
 12 pointed out between Championship and Mountain, some  
 13 of them are just so extreme and then others aren't.  
 14 I think if we can say, look, in community  
 15 services across the board, there needs to be held to  
 16 a 10 percent cap increase on services and supplies  
 17 line, that excludes the R and M itemized line items  
 18 that Direct Nelson just referred to.  
 19 And I think -- I agree that there's been a  
 20 lot of work done on this budget, and there's been a  
 21 lot of thought and effort, both into creating it and  
 22 identifying areas where things were decreased, and  
 23 working collaboratively to bring this forward to the  
 24 Board tonight.  
 25 I do -- my personal feeling is I'm

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1 concerned about the risk of going back to last  
 2 year's budget and throwing all of this out. I would  
 3 prefer to say, look, we have concerns in the areas  
 4 of the services and supplies and it needs to be  
 5 capped at something.  
 6           And we have to do something with salaries  
 7 because it's just increasing -- it's increasing at a  
 8 rate greater than our charges for services. We  
 9 can't -- that's not a sustainable trajectory, and we  
 10 have to figure out how to do it more efficiently.  
 11           I don't know how the Board would like to  
 12 move this forward. I, for one, would like to take  
 13 the effort that's been put into this and address  
 14 specifically the areas that we have concerns and try  
 15 to figure out if tonight we can give some direction  
 16 so that they can come back with the 4404 form and  
 17 with a rec and beach fee.  
 18           Any other thoughts? Trustee Noble, I  
 19 believe you had your hand up, didn't you, Trustee  
 20 Noble?  
 21           TRUSTEE NOBLE: I did. It was more to  
 22 acknowledge that Director Nelson had entered into  
 23 the room and wanted to speak.  
 24           But I would, while I've got the mic, I do  
 25 agree with Chair Schmitz that I would like to get

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1 maintenance and capital expense really made up most  
 2 of their supply service change. We just want to  
 3 make sure -- I feel like they did a great job in  
 4 budgeting that way, so they would be probably within  
 5 budget. I think a lot of our community services  
 6 ones are going to fall out.  
 7           And then I don't know what to do with  
 8 wages and benefits, but I do agree that something  
 9 needs to be done. I would love to hear some insight  
 10 on how we want to think about going back if we went  
 11 back to the 5.4 million.  
 12           TRUSTEE TULLOCH: I'd point out, the  
 13 deferred maintenance and the capital expense, we  
 14 were told at the start of the budget process was 4.5  
 15 million. We suggested on Tuesday night or on  
 16 Wednesday night that we look at splitting that over  
 17 three years, yet we've come back for next year at  
 18 3.7 million. My math is fairly good and 3.7 is not  
 19 33 of 4.5 million, that would be 1.5, unless we're  
 20 using some sort of new math.  
 21           I think the danger of just going through,  
 22 well, we need to inflate this one and then we'll  
 23 guess at inflating this one, you'll end up getting  
 24 close to the same number again and it doesn't  
 25 materially change things. I know nobody wants to

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1 something -- I do not want to default to last year's  
 2 budget, and I would very much like to leverage the  
 3 work that's been done for this budget and put  
 4 something together that acknowledges that.  
 5           TRUSTEE TONKING: I agree that I think we  
 6 should keep what's here, as I've said, and then just  
 7 do services and supplies and wages and benefits.  
 8           I think that we should maybe just sit and  
 9 talk through -- well, hear how everyone else feels,  
 10 but if we're in some agreement, talk around services  
 11 and supplies.  
 12           I really liked Chair Schmitz' idea of  
 13 using last year's and inflating by ten, and I looked  
 14 at all of the inflations from budget to budget and  
 15 all them are over ten, but not drastically over it.  
 16 I think that's a good middle ground. And then with  
 17 repairs and maintenance capital expense, you just  
 18 put those part in.  
 19           What I do flag on that, though, for  
 20 example, these numbers that you're seeing that are  
 21 services and supplies and then you see repairs and  
 22 maintenance and capital expense, those numbers make  
 23 up that total number above, so, for example, in  
 24 utilities, what I think is going to happen is I  
 25 think that's the only one where repairs and

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1 hear it, but at some stage you've got to be pretty  
 2 brutal on some of these things, that's the only way  
 3 you're going to get to a sensible number. It's just  
 4 my view.  
 5           I appreciate the thoughts, and I  
 6 appreciate the ideas. I think some of them make  
 7 sense; some of them just don't.  
 8           TRUSTEE DENT: Mr. Cripps, could you speak  
 9 to the cost of goods and services sold going up by  
 10 half a million dollars?  
 11           MR. CRIPPS: I'm sorry. I'm not able to  
 12 do that. I don't have the answers, like as far as  
 13 going up you mean, the reasoning behind it?  
 14           TRUSTEE DENT: Yeah. There's a 43 percent  
 15 increase there, and I just caught it looking at this  
 16 sheet. I'm -- if anyone knows why costs of goods  
 17 sold are going up 43 percent.  
 18           MR. CRIPPS: I don't have the details to  
 19 that.  
 20           TRUSTEE TULLOCH: I was going to comment,  
 21 surely when you analyzed a zero-based budget, that  
 22 number jumped out, that would be the norm when you  
 23 see a 50 percent increase without any commensurate,  
 24 that 50 percent increase is not feeding through the  
 25 revenues anywhere.

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1 TRUSTEE DENT: It sounds like we need to  
 2 solve this tonight, if the forms need to be  
 3 submitted by the end of day tomorrow.  
 4 CHAIR SCHMITZ: Let's take a ten-minute  
 5 break because what Trustee Tonking just said is that  
 6 the R and M items are included in the percentage for  
 7 services and supplies. And I am just looking at the  
 8 community services roll up, and if we take those two  
 9 lines out as suggested, I have to calculate what  
 10 percentage, then, services and supplies as a stand  
 11 alone -- maybe Mr. Cripps can change that calculated  
 12 percentage on the fly to deduct that so that we can  
 13 see what it is if we take those out.  
 14 Do you understand what I'm saying?  
 15 MR. CRIPPS: It's definitely a task that  
 16 I'm willing to take on. Maybe not ten minutes would  
 17 be enough, but I can -- I know what you're asking,  
 18 so, yes, it's something I could try to perform.  
 19 CHAIR SCHMITZ: I think it would just be a  
 20 change of the formula. I'm concerned because I  
 21 haven't had a chance to do the math, and 10 percent  
 22 might be more than what's actually here, which means  
 23 we're not solving any problems.  
 24 I think we should take a quick break and  
 25 look at some of these numbers.

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1 percent. And I just want to pause for a minute on  
 2 that discussion and go back to utilities. I think  
 3 that this discussion that we're having, from my  
 4 perspective, is more around community services.  
 5 I think that as it relates to utilities, I  
 6 don't think that any of us have had the same issues  
 7 and concerns in the utilities areas. The exception  
 8 for me is that water is not -- water is, I think,  
 9 1.5 million upside down. But from my perspective,  
 10 the discussion we've been having, I've been  
 11 specifically focusing on community services not  
 12 incorporating utilities as part of this discussion,  
 13 but that's just my perception.  
 14 And if we want to go and talk about  
 15 utilities for a minute and say are we okay with what  
 16 has been submitted from utilities so that at least  
 17 we could potentially say we have a budget that we're  
 18 willing to accept and then tackle community  
 19 services.  
 20 TRUSTEE TULLOCH: Just to point out,  
 21 Trustee Schmitz, I think it's -- we need to look a  
 22 little bit more at utilities because the utility  
 23 rates include depreciation allowance, but we're  
 24 crediting the full revenue and not showing the  
 25 depreciation so some of that revenue we're

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1 TRUSTEE DENT: Okay. Ten-minute break, we  
 2 will be back at 8:10.  
 3 (Recess from 8:00 p.m. to 8:10 p.m.)  
 4 TRUSTEE DENT: We're going to resume from  
 5 our break. It is now 8:10.  
 6 CHAIR SCHMITZ: So in community services,  
 7 if we went in, said that services and supplies, less  
 8 the R and M was held to last year's base plus 10  
 9 percent, we would cut another \$365,500,011 out of  
 10 the budget. In the beaches if we did the same  
 11 thing, if my number crunching was right, we would  
 12 only save about \$65,000. So, I mean, it's not  
 13 significant, but it's a start.  
 14 And when I look at these numbers, the  
 15 things that are really causing the increases are the  
 16 central services cost allocation, which is something  
 17 that we were supposed to be discussing on tonight's  
 18 agenda, I thought, and perhaps this is a good segue  
 19 because when I look at it, the central services cost  
 20 allocation, it is services and supplies and it's a  
 21 lack of increase and revenue and the increases in  
 22 wages.  
 23 We potentially could say the revenues need  
 24 to increase in community services across the board 5  
 25 percent. I think the budget that was produced was 4

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1 collecting is actually for depreciation, which we're  
 2 not showing as a payback from because the utility  
 3 rates are made up with depreciation included.  
 4 CHAIR SCHMITZ: I also think, given what  
 5 we have seen with all of these increases, that I'm  
 6 hoping that staff is evaluating the assumptions that  
 7 went into the rates, and we need to be looking at --  
 8 the water rates are another issue that we have to  
 9 tackle.  
 10 I am concerned about how water  
 11 specifically is looking, and it's not good to have a  
 12 utility that isn't covering its cost. And the water  
 13 subfund is not. I also think utilities, we are  
 14 spending now more on the subfund that is solid  
 15 waste. We now are upside down in that budget in  
 16 utilities. It collects, I believe, \$400,000 from  
 17 the Waste Management franchise fee, and we are  
 18 spending \$485,000, so that one is now turning upside  
 19 down as well.  
 20 TRUSTEE DENT: Your question pulled  
 21 Ms. Nelson out of the bullpen.  
 22 CHAIR SCHMITZ: And understand, I'm going  
 23 from looking at sheets that I've only seen for a few  
 24 minutes.  
 25 MS. NELSON: We are aware that the water

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1 fund is not fully funded. I did provide a couple of  
2 different options for rates to discuss. None of  
3 them are pleasing, I'm sure. This was provided  
4 Tuesday night.

5 So I just -- I know you don't have it in  
6 front of you. We looked at a variety of different  
7 ways on how to bring that fund into at least  
8 breaking even, and it does include in rates or a  
9 flat fee which would be a restricted reserve fund  
10 fee, which I understand that the Board is not  
11 completely in favor of that for what happened with  
12 the effluent pipeline funds, but those are two  
13 different avenues that we can look at for rates.

14 If the Board is thinking that they want  
15 the water fund to get closer to being fully funded,  
16 then I would at least need that indication tonight  
17 so we can repost for the public hearing next week,  
18 and then the public hearing would actually be put  
19 off by about 30 days. So that would put us into  
20 raising rates latter than we would like, but it  
21 still can be done.

22 If the Board wants to stay the course and  
23 move forward with the year two rates that have been  
24 proposed and understand that, yes, we are still  
25 under water, then we continue with the rate hearing

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1 water/sewer bill is like \$160 or something like  
2 that.

3 TRUSTEE TULLOCH: I do have some problems  
4 with this. We commissioned a pretty expensive rate  
5 study. It was reported back to us just over a year  
6 ago, as I recall, which looked at all the projected  
7 expenditure, it produced rates that actually also  
8 included depreciation, which is about 3.8, 3.7  
9 million a year, if that's correct, I think it was in  
10 that range depreciation in utilities. Yet here,  
11 we're showing were still under water, we're not  
12 showing the depreciation income. We're showing an  
13 increase of 40 percent over the last year, 40.6  
14 percent over last year's actuals in water on  
15 salaries and benefits, we're showing them going from  
16 2.17 to 3.062. We're not showing that -- 3.7 of  
17 income should be getting credited to depreciation,  
18 and we're still 2.5 million under water.

19 So what was -- we've had debates over rate  
20 study, what was the point of the rate study that  
21 addressed all these, where have all our costs  
22 changed so dramatically on the water side to put us  
23 so far -- we're not just under water, we're in a  
24 very deep pool here. That's why I am not prepared  
25 to vote for putting another 20 bucks fixing

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1 scheduled in June.

2 TRUSTEE DENT: What's the percentage  
3 increase that you're -- 1.3 million that we're under  
4 water in the water fund?

5 MS. NELSON: It's about 2.4, what it's  
6 showing.

7 We had developed different alternatives.  
8 They vary from -- I'm going just off like a base  
9 rate. Right now, the base rate water bill is  
10 \$106.03. If we propose an average, 15.7 percent  
11 water rate increase, then the fund would look at  
12 being positive by -- or actually have about half a  
13 million dollars, so it would reduce to about  
14 1.9 million in the red.

15 If we were to do the proposed year two  
16 rate increase on average of an 8.5 percent with a  
17 flat fee for the restricted reserve fund of about  
18 \$22, that takes your base rate to \$138.92, that  
19 would earn an additional about 2 million, so we're  
20 getting closer. That's what it's looking at.

21 TRUSTEE DENT: Yeah. Your water bill goes  
22 up by 20 bucks a month.

23 MS. NELSON: Correct. And that's not on  
24 -- that doesn't -- that impacts the base rate.

25 TRUSTEE DENT: I understand. Your

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1 everyone's bill. We stick 400 bucks on the rec fee,  
2 we stick another 20 bucks a month on their bills. I  
3 don't know about everyone else, but even a  
4 two-person household, I'm running a bit over 2,000  
5 bucks a year in utility bills, and that's before  
6 this year's 8 to 10 percent increase.

7 I mean I think we've got to be a little  
8 bit mindful. I think the community has every right  
9 to ask, well, why are we having to collect extra for  
10 water? Why are salaries and wages gone up 40 forty  
11 percent?

12 This is makes no sense. There's should be  
13 a 3.7 million benefit there.

14 MS. NELSON: As far as the salaries and  
15 benefits go, when you look at budget to budget,  
16 we're up 22 percent, which I think reflects the  
17 contractual obligations. When you're looking at  
18 budget to actual throughout the year, we were not  
19 fully staffed, I think probably about February on,  
20 ish, the pipeline staff was full, we actually only  
21 had maybe one or two fully opened positions in the  
22 water department. That's what I could dig into  
23 quickly this afternoon on that.

24 The biggest thing that changed from the  
25 rate study to today is the central service cost

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1 allocation. Those numbers were clearly not included  
 2 in the rate study.  
 3 TRUSTEE TULLOCH: I'm a little bit  
 4 confused by that because you always had central  
 5 services costs there. The increase -- I'm trying to  
 6 see. Yeah. It's gone up 300,000. Even excluding  
 7 that, we're 2 million bucks under water, and that's  
 8 excluding the share of depreciation for water which  
 9 should probably be about 1.5, 1.6 million.  
 10 We're, basically, at least 3 million bucks  
 11 under water for a rate study what was done just over  
 12 a year ago and was supposed to be the gold standard.  
 13 CHAIR SCHMITZ: I think your numbers are  
 14 wrong. I'm looking at the spreadsheet, and I  
 15 believe the loss is 1.5. And I believe central  
 16 services did not go up by 300,000; it went from 4  
 17 something to 6 something. It went from 402 to 270.  
 18 TRUSTEE DENT: Ten percent.  
 19 TRUSTEE TULLOCH: I'm looking at the net  
 20 sources and uses as 2.454, minus 2.5, 2.454.  
 21 CHAIR SCHMITZ: Yes, you are correct. I'm  
 22 sorry. I was looking at the wrong line. I'm having  
 23 the same issue with the font.  
 24 I mean, we're sitting here the night  
 25 before our budget is due, and we're trying to

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1 understand and we're try to grapple with increases.  
 2 So from my perspective, I understand and I feel that  
 3 of any of these budgets, the utilities, it's  
 4 critically important. I mean, all of these budgets  
 5 are critically important. But I don't think we can  
 6 just revert to last year's budget.  
 7 I'm trying to get us to a point where we  
 8 can say that we have a budget that we're willing to  
 9 accept.  
 10 I see that wages have gone up 40 percent,  
 11 which is substantial. I think -- budget to budget,  
 12 I think Adam has it in here, budget to budget, it's  
 13 22.71 percent, even that, that's a huge increase,  
 14 budget to budget. And services and supplies, again,  
 15 but we have half of that being the R and M. And the  
 16 other one is the central services costs going up by  
 17 \$270,000.  
 18 The water one, from my perspective, we  
 19 can't continue to dig ourselves into a hole. And if  
 20 we need to increase water rates to be able to not  
 21 dig ourselves into a deeper financial hole, I think  
 22 that the Board needs to take that approach.  
 23 And if we're going to sit here tonight and  
 24 start going through why this, we're not going to get  
 25 a budget done by tomorrow. I would venture to say

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1 that we need to have the rate increased sufficient  
 2 to cover the water costs, and we need to move  
 3 forward with the budget. And we need to get staff  
 4 working on this 4404 form. And if we can at least  
 5 agree that utilities, these costs are going up  
 6 substantially, if you want to try to say these  
 7 certain numbers need to come down, we can have that  
 8 dialogue, but in the end, we have to decide what  
 9 we're going to do to finalize a budget.  
 10 And I for one would say that as it relates  
 11 to water, we need to have an increase in rate that  
 12 at least makes us not go negative in the water  
 13 subfund and make that adjustment to the utilities  
 14 and move on and say we're willing, as a board, to  
 15 accept the utilities budgets.  
 16 I still have an issue with this whole  
 17 solid waste. We're getting a franchise fee of  
 18 400,000 and we're spending more than that, to me,  
 19 that's one we just can't -- sort of like the  
 20 catering and weddings, we can't be spending more  
 21 than what we're actually taking in.  
 22 But this is a Board decision and we need  
 23 to make some forward progress, and I'm asking the  
 24 rest of the Board: What would you like to do  
 25 relative to utilities?

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1 TRUSTEE TULLOCH: Trustee Schmitz, with  
 2 respect, we're showing a 2.45 million loss in water  
 3 against the projected revenue of 7.41. That's a 33  
 4 percent loss. We're also showing the 7.41 revenue  
 5 is shown as somehow a 21 percent increase from last  
 6 year, with only an 8 percent increase in rates.  
 7 This is something I've brought up already.  
 8 It is a Board decision, but I'm pointing  
 9 out there's something wrong here because we also  
 10 should have a million bucks of depreciation revenue  
 11 built into that, so the loss is somewhere like 3.5  
 12 million on 7.5 proposed revenue.  
 13 And I don't think we can just say, oh,  
 14 it's okay, we'll just add it on to the water rates.  
 15 We've seen a 14, 15 percent increase in these  
 16 already over the last three years.  
 17 TRUSTEE DENT: If we were to do that,  
 18 you're talking about a 40, 50 percent increase  
 19 this year? Yeah.  
 20 TRUSTEE TONKING: I was just going with  
 21 Chair Schmitz' idea, we can't sit here and debate  
 22 every single page for 30 minutes, we can talk in  
 23 circles.  
 24 I was wondering if maybe you could do what  
 25 we did when we did the golf fees last year when we

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1 just went through each page, everyone gets an  
 2 opportunity to speak, and then we decide what to do.  
 3 We just can't keep talking around or else  
 4 I'm going to be here until 2:00 a.m.  
 5 TRUSTEE DENT: Sergio, do we have to have  
 6 the forms all submitted tomorrow by end of day?  
 7 MR. RUDIN: You have to adopt the budget  
 8 by the 1st. I understand that staff have talked  
 9 with the Department of Tax, and given that the  
 10 actual legal deadline falls on a Saturday, they will  
 11 accept the forms filed on Monday.  
 12 But, yeah, I mean, it's my recommendation  
 13 you guys would adopt a budget before the legal  
 14 deadline.  
 15 CHAIR SCHMITZ: Director Nelson, are there  
 16 things that you think in this water budget could be  
 17 reduced so that this gap isn't as large as what it  
 18 is?  
 19 MS. NELSON: This week, we have gone  
 20 through, line by line, and trimmed out what we feel  
 21 comfortable trimming out, knowing that -- especially  
 22 our water transmission budget with the increase in  
 23 water leaks and pavement reinstatement fees that we  
 24 are seeing, I would be very reluctant to change the  
 25 budget at this point in time.

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1 My feeling is solid waste, there needs to  
 2 be some sort of reduction. We should have a cap on  
 3 this to say it just can't exceed what we're  
 4 receiving in our franchise fees. I mean, we have to  
 5 keep it below that. I don't know exactly how that  
 6 is accomplished, but we just can't continue to have  
 7 our costs going on up faster than our revenues. And  
 8 this is exactly what has happened in the solid  
 9 waste.  
 10 As it relates to water, I would be open to  
 11 increasing the rate at some percentage over the 8 to  
 12 compensate for this. We can't go and go double it,  
 13 but hoping that some of -- I don't know. Because  
 14 every year, wages go up, every year costs go up, so  
 15 I'm concerned that if we can't address the issues  
 16 with water, each year makes the problem a bigger  
 17 problem.  
 18 So how -- this is no different than the  
 19 discussion of community services. How do we  
 20 rightsize this?  
 21 TRUSTEE TONKING: I agree in terms of the  
 22 water. I think we should come up with an increase  
 23 on top of that 8.5, and I understand that's going to  
 24 delay our rates a little bit, but I feel like, in  
 25 the long run, that's going to be more helpful, 30

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1 But I will take any input from the Board.  
 2 CHAIR SCHMITZ: So right now, the  
 3 proposed -- with the rates proposed as part of rate  
 4 study, an 8 percent increase, and that's what you  
 5 put into this spreadsheet?  
 6 MS. NELSON: Correct. We're reflecting  
 7 the 8.5 percent increase which was the year two of  
 8 the rate study rates.  
 9 The 22 percent that's being referenced is  
 10 actually budget to actual, and April, May, and June  
 11 are large income months for us because of  
 12 irrigation.  
 13 TRUSTEE DENT: Projected through the year?  
 14 TRUSTEE TULLOCH: Yeah.  
 15 CHAIR SCHMITZ: And what was the proposed  
 16 rate for year three, do you recall?  
 17 MS. NELSON: We looked at that, and it  
 18 was -- it's 8.5 percent year two, 8 percent year  
 19 three. When we did our alternative analysis, we did  
 20 an average of the two years into one year and that's  
 21 why came it out to be roughly 15.7 percent.  
 22 CHAIR SCHMITZ: What would the Board like  
 23 to do? Now, we're looking at specifically at water,  
 24 it does roll up into utility fund, so the two that  
 25 are upside down is water and solid waste.

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1 days is not as much as the percentage.  
 2 I also agree on the solid waste. I think  
 3 we should figure out a way -- or if you can explain  
 4 to us why it's so much different. I think that one  
 5 is, the revenues are set there, and so we really  
 6 need to try to stay within it or think about that.  
 7 And then -- basically, I agree with Chair  
 8 Schmitz.  
 9 TRUSTEE DENT: When it comes to solid  
 10 waste, we're seeing an 82 percent increase in  
 11 services and supplies from this year to what we're  
 12 projected to spend next year.  
 13 I agree when it comes to solid waste, we  
 14 have a fixed revenue there, and need to figure out a  
 15 way to lower our expenses.  
 16 We, as a board, screwed up a few years ago  
 17 when COVID hit and we thought we were doing everyone  
 18 a favor by not increasing the water and sewer rates.  
 19 I think it took two years until we did it again. I  
 20 don't want to sit on something like this and wait.  
 21 If we need to increase this -- what is the -- the 8  
 22 percent that's proposed in here, how much is that,  
 23 per user?  
 24 MS. NELSON: The base rate would go from  
 25 \$106.03 from \$116.53.

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1 TRUSTEE DENT: Ten dollars.  
 2 So in order to make up for the additional  
 3 22 percent, we'd really be -- \$35 is what it would  
 4 have to go up just to break even, and we're going to  
 5 be in an issue against next year we're going to be  
 6 seeing increases again. Pretty soon, base rate's  
 7 going to be 200 bucks in two years. Yeah.  
 8 TRUSTEE TULLOCH: That's just your water.  
 9 That is not the combined utility bill.  
 10 TRUSTEE DENT: Understood. You're  
 11 combined utility bill right now is 150, 160 bucks a  
 12 month.  
 13 TRUSTEE TULLOCH: Again, my point last  
 14 night, what's the point of doing a rate study if we  
 15 just costs, oh, your costs have shot way up, so  
 16 we'll just give you a bigger increase after doing  
 17 the rate study.  
 18 That's the point I was making last night.  
 19 CHAIR SCHMITZ: What would the Board like  
 20 to do with this budget? We have an opportunity, we  
 21 can vote on it, but we have to get these budget  
 22 numbers in. And if we're going to go and increase  
 23 over the 8.5 percent, we need to identify that so  
 24 that it can be noticed, and we need to get these  
 25 numbers then updated for the state filing.

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1 staff can handle safely. So, you know, we would  
 2 continue to outsource some of those maintenance  
 3 projects.  
 4 TRUSTEE DENT: Can you speak to the large  
 5 increase of services and supplies?  
 6 MS. NELSON: Under water?  
 7 TRUSTEE DENT: Yes.  
 8 MS. NELSON: We have included in that the  
 9 capital expense projects of \$1.425 million, and then  
 10 we have the R and M general of \$325,000. When you  
 11 take that out of the 3.464 million, services and  
 12 supplies are down to about to 2.039, which is  
 13 actually less than what we had budgeted in '23 and  
 14 '24.  
 15 TRUSTEE TULLOCH: Based on your comments a  
 16 couple minutes ago on additional staff member,  
 17 shouldn't we then be seeing a reduction in some of  
 18 the things, capital expense projects and things that  
 19 has been outsourced if we're bringing in another  
 20 body full time so we can actually do some of these  
 21 projects ourselves?  
 22 MS. NELSON: These projects are actually  
 23 water-specific, so they would be what our pipeline  
 24 crew is repairing, maintaining, that kind of thing.  
 25 What our Public Works maintenance person

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1 What direction would the Board like to go?  
 2 TRUSTEE TULLOCH: Director Nelson, these  
 3 numbers for water, the salaries and wages also  
 4 include additional positions; is that correct?  
 5 MS. NELSON: No.  
 6 TRUSTEE TULLOCH: So the additional  
 7 technician is not even in here?  
 8 MS. NELSON: The Public Works technician,  
 9 yes, would be included in this salary and wages. If  
 10 you would like to reduce it by half of 126,000,  
 11 there's some savings.  
 12 TRUSTEE TULLOCH: I think, given how far  
 13 we're overshooting salaries and wages, certainly I  
 14 think we need to look at every avenue here. I think  
 15 the -- we focus on the facility fee and rec fee,  
 16 it's impacting the people in the community,  
 17 utilities is impacting everyone just even more so it  
 18 seems.  
 19 CHAIR SCHMITZ: This position, was this  
 20 that position that if we didn't fill it, we then  
 21 outsource and have others external of the  
 22 organization fulfilling that role?  
 23 MS. NELSON: That role would cause us to  
 24 continue to try to solicit some of those maintenance  
 25 projects that are larger than what our existing

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1 is tasked with is maintaining and doing any services  
 2 to pumps, motors, that type of technical maintenance  
 3 within the pump stations. So it is a little bit  
 4 different than you're seeing in those numbers.  
 5 Those numbers are fixing fire hydrants, fixing  
 6 leaks, maintaining the water meters, et cetera.  
 7 TRUSTEE TULLOCH: Isn't R and M what this  
 8 technician would be doing?  
 9 MS. NELSON: R and M of what's within pump  
 10 houses, the lift stations, the pump stations for  
 11 water and sewer.  
 12 TRUSTEE TULLOCH: I was informed by my  
 13 colleague the R and M is covering all the R and M,  
 14 not just a particular added R and M, and that's what  
 15 Mr. Cripps told us that the R and M number here was  
 16 all the R and M. And I thought this was just the  
 17 additional R and M that's been added, so perhaps we  
 18 can clarify.  
 19 MS. NELSON: The R and M is total within  
 20 the water pumping, water transmission, water supply  
 21 line items, so that rolls up into a total. And then  
 22 we have that for sewer. Sewer supplies, sewer  
 23 pumping, sewer transmission.  
 24 TRUSTEE TULLOCH: Is 125 the total R and M  
 25 budget monies that we spend in water?

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1 MS. NELSON: 325,000.  
 2 TRUSTEE TULLOCH: Yep. Sorry. So that's  
 3 the total R and M we spend in water, but that  
 4 doesn't include wages, that's just supplies?  
 5 MS. NELSON: Correct. And materials and  
 6 what goes into maintenance of those items.  
 7 TRUSTEE TULLOCH: Yeah. But it's also not  
 8 including the cost of labor. This is just the  
 9 materials cost for --  
 10 MS. NELSON: Right. Because your labor is  
 11 under wages and benefits.  
 12 TRUSTEE TULLOCH: Yep. So you're saying  
 13 this number would increase if we didn't put this  
 14 extra staff member in?  
 15 MS. NELSON: Yeah. You're either -- so  
 16 you've got contractual services, you've got  
 17 professional services, all of those items,  
 18 professional services generally are engineers,  
 19 surveyors, lawyers. The contractual services can be  
 20 outside contractors.  
 21 TRUSTEE TULLOCH: That's my understanding.  
 22 It's not professional services. This is a union  
 23 position.  
 24 MS. NELSON: Correct.  
 25 CHAIR SCHMITZ: So my recollection is that

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1 the Board had asked to have more information about  
 2 this particular position before we made a decision  
 3 about whether we wanted it done in the budget or out  
 4 of the budget. If my memory serves me correct, is  
 5 that not the direction of the Board?  
 6 And what I just now realized is that that  
 7 position has been added to the budget, but we  
 8 haven't been provided that additional information as  
 9 requested. Would you like cover that now?  
 10 MS. NELSON: Sure. And so we left it in  
 11 the budget because three of the board members said  
 12 leave it in, two said no. So that is why it  
 13 remained in the budget.  
 14 This position does basic building  
 15 maintenance throughout Public Works on all of our  
 16 lift stations, pump stations, within our treatment  
 17 plants, within any Public Works building, Building  
 18 A, Building B, Building C, that's required if  
 19 there's something that needs to be repainted,  
 20 remodeled, they are assisting with that if they are  
 21 able to do it.  
 22 This position also does more of the  
 23 mechanical-type work within the pump stations and  
 24 booster stations and lift stations. So they are  
 25 changing out seals, they're maintaining the motors,

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1 impellers, that kind of work, whether it's in the  
 2 lift stations or pump stations.  
 3 The idea behind this position was we  
 4 already have a Public Works maintenance person on  
 5 staff. They report to the utilities specialist. So  
 6 all, every day, they have a specific variety of  
 7 work, whether it's clearing the weeds at any given  
 8 pump station, lift station, tank location, or  
 9 actually assisting the utilities specialist with the  
 10 maintenance with some of the mechanical items.  
 11 The thought behind this position was to  
 12 provide advancement within the District. The  
 13 requirement of the II position would actually  
 14 require them to get certifications, whether it's a  
 15 grade one operator for water, grade one operator for  
 16 sewer, or a mechanical technical specialist  
 17 certification. This was going to serve as more of a  
 18 training of the system and then feed either to our  
 19 pipeline crew or treatment crew.  
 20 We found that over the last three years it  
 21 was very difficult to find employees for those  
 22 pipeline and treatment positions, and so if we had  
 23 this avenue to start kind of fostering our own and  
 24 being able to provide advancement, that's a thought  
 25 behind this position as well.

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1 CHAIR SCHMITZ: Now my memory is all  
 2 coming back. And I had asked the question of how  
 3 did that fit into the Raftelis recommendations,  
 4 because Raftelis did identify some areas where there  
 5 were gaps in having sort of succession planning.  
 6 Did you go back to the report Raftelis  
 7 report, and how does the Public Works organization  
 8 comply with what the Raftelis recommendations were?  
 9 MS. NELSON: So the recommendations was  
 10 actually heavy recommendations for the utility  
 11 superintendent and the utility specialist. It  
 12 recommended kind of a reorganization at more of  
 13 their higher line of personnel, which would be  
 14 salaries and that kind of thing.  
 15 This would actually just provide  
 16 additional labor to get the maintenance work done  
 17 that we would like done. And then also provides  
 18 some succession planning or training to actually get  
 19 pipeline and treatment staff that would want to move  
 20 if there was an opening.  
 21 CHAIR SCHMITZ: Remember what the Board  
 22 had asked, I believe it must have been last evening,  
 23 we did ask for some explanation on this position.  
 24 It is in the budget, now the Board has heard an  
 25 explanation, does the Board want the position in the

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1 budget? Is it still three board members wanting  
 2 this position in the budget?  
 3 TRUSTEE NOBLE: Yes, I would still like  
 4 that position in the budget. I had also recommended  
 5 approving the water budget as is. And then if we  
 6 could take a two-minute break and get copy of that  
 7 sheet with the recommended, because I'm trying to  
 8 find it in this stack and I can't.  
 9 But my recommendation would also be to  
 10 re-notice the hearing for the rate increase, and  
 11 after reviewing this, determine another percentage  
 12 above and beyond the 8 percent. I would like to  
 13 just review that page one more time.  
 14 MS. NELSON: I think it's the packet on  
 15 Tuesday.  
 16 TRUSTEE NOBLE: And it had proposals of  
 17 various percentage increases above and beyond the 8  
 18 percent, and how that would impact the overall.  
 19 CHAIR SCHMITZ: Could that be shared again  
 20 electronically?  
 21 TRUSTEE DENT: We could bring it up on the  
 22 screen.  
 23 I have a question. There's a 69 percent  
 24 increase in services and supplies for water that are  
 25 not related to R and M and capital expense projects.

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1 I'm curious what's the 69 percent increase year  
 2 over year? Right now, it shows in the budget as 127  
 3 percent, but if you remove the R and M general and  
 4 the capital expense projects, it's a 69 percent  
 5 increase for services and supplies at water.  
 6 MS. NELSON: If you take the 3,464,038 and  
 7 you subtract the 325 and the 1.425 out, that leaves  
 8 you with \$2,039,038. And so if you compare that to  
 9 what we had in the budget for '23/'24, we're  
 10 actually reduced by it 100,000.  
 11 TRUSTEE DENT: Okay. Then maybe I'm  
 12 looking at something incorrectly, trying to do math  
 13 on the fly.  
 14 TRUSTEE TULLOCH: Just to follow up on  
 15 that, Trustee Dent, you're correct, you're both  
 16 correct. But if I look at services and supplies,  
 17 the '22/'23 budget, it's 2.45 million. '22/'23  
 18 actual is 1.07 million. '23/'24 budget is 2.15  
 19 million, actual is 1.5 million.  
 20 So, consistently, we underspent on both of  
 21 these.  
 22 MS. NELSON: The -- I will say that the  
 23 issue that I have with the actual is that we have  
 24 two more months, Public Works staff was not  
 25 consulted when finance was putting those numbers

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1 together, so there are some things that might not be  
 2 included correctly.  
 3 TRUSTEE DENT: I feel like we're having  
 4 this problem across the board. Just like things,  
 5 like hearing that, when I hear that, I feel like  
 6 there's a huge disconnect here. And the directors  
 7 that should know their budget don't know their  
 8 budget because it was created in a silo in some back  
 9 room. This is going back to like ten years ago with  
 10 Jerry Ike. The directors didn't know their budget.  
 11 Then the directors knew their budget, took ownership  
 12 of their budget, and now we're in a spot where the  
 13 directors can't answer some simple questions.  
 14 So, thank you for your honest answer. I  
 15 appreciate that.  
 16 Chair, I'm done for this evening. And  
 17 tomorrow's meeting, if there is one, I will not be  
 18 attending in person. I'll call in for it. But we  
 19 need more time. This is ridiculous, what we're  
 20 trying to do here.  
 21 And because this got put on us at the  
 22 last minute, I've -- like my colleagues, I like been  
 23 feeling a little pressure to get this approved. I  
 24 don't feel any pressure anymore. We need to do  
 25 what's right, we need to have the right information,

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1 we need our directors to understand the budgets that  
 2 they're bringing towards us.  
 3 I've asked several questions tonight and I  
 4 cannot get answers to -- these aren't complicated  
 5 questions that I'm asking. I'm asking: How does  
 6 this roll up? What's causing increases?  
 7 The director doesn't know, the director of  
 8 finance doesn't know, and I don't know why we're  
 9 here any longer. I'm ready to adjourn this meeting,  
 10 but I'll defer to you, Chair. I don't want to waste  
 11 anymore time of the community, of staff, until we  
 12 can get some answers. And it make take a couple  
 13 of months, but we're not going to rush and try to do  
 14 this tomorrow. We're not going to get this figured  
 15 out tonight.  
 16 TRUSTEE TULLOCH: I'll second that.  
 17 CHAIR SCHMITZ: Trustee Tonking?  
 18 TRUSTEE TONKING: I don't want to go with  
 19 last year's budget and leave it to the State, so I  
 20 would like us to come up with something to deliver.  
 21 That's where I'm sitting.  
 22 CHAIR SCHMITZ: Trustee Noble?  
 23 TRUSTEE NOBLE: I would agree with Trustee  
 24 Tonking.  
 25 CHAIR SCHMITZ: So, I would propose that

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1 unless the Board objects -- and I greatly appreciate  
2 both Trustee Tonking and Trustee Tulloch's time  
3 today. I want to be respectful of the fact that  
4 Trustee Tonking is not feeling well. And I will  
5 offer to work with Mr. Magee tomorrow, in the  
6 morning, to try and figure out how we're to come to  
7 this Board with some answers, the Board be able to  
8 do something.

9 But I'm growing wary that we are going to  
10 accomplish that, and I'm not sure what the right  
11 answer is at this point because I too -- I'm looking  
12 at all these sheets and things are disjointed and  
13 we're having to try to crunch numbers and I would  
14 say at this point in time we are micromanaging the  
15 budget process because we have information that  
16 we're not comfortable with.

17 But I think that -- I don't know what else  
18 to do at this point. I don't think we should revert  
19 to last year's budget because I think it would cause  
20 problems in utilities, but we have to figure out a  
21 way to move forward and we're not getting there.

22 So I don't think we have any choice but to  
23 reconvene, and Mr. Magee needs to come forward with  
24 an explanation of what the game plan is. Either  
25 that or we're just going to end up reverting to

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1 don't think we're allowed to send them to you, but  
2 any possible questions we might have, who would we  
3 send that to so staff would be prepared to answer  
4 them?

5 CHAIR SCHMITZ: If you want to send them  
6 to myself and copy Mr. Magee, I will -- and if you  
7 could please send them, if it's possible, before  
8 10:00 a.m. tomorrow morning, I know that's not a lot  
9 of time, but 10:00 a.m. tomorrow morning to try to  
10 pull it together and have everything buttoned up.

11 We've got a lot of work yet to do.

12 TRUSTEE TONKING: Can legal spend some  
13 time and tell us what's going to happen if we don't  
14 come up with something by tomorrow and maybe let us  
15 know at the beginning of that meeting or send us an  
16 email because -- may be you don't know.

17 MR. RUDIN: Yes. I think we're going to  
18 be reaching out to the Department of Tax and having  
19 discussions with them about potential next steps, if  
20 the Board does not adopt a budget.

21 TRUSTEE DENT: I just want to make sure  
22 there's a board member involved in those  
23 conversations, whether it's the treasurer or the  
24 Chair, we need to have a trustee sitting on it.

25 TRUSTEE TONKING: I think the Chair should

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1 last year's budget. And I don't really want that.  
2 I don't think it's the right thing to do. But we're  
3 just repeating ourself, meeting after meeting.

4 I appreciate all of the time, effort, not  
5 only by staff, but also all of my fellow trustees.  
6 We have put a lot of time into this, all of us have.  
7 We've been working with staff, we've been spending  
8 time reviewing information, we have been giving  
9 feedback and asking questions. And just like I  
10 pointed out with the one position, we asked for some  
11 clarification and we didn't get it.

12 So if the Board is willing and Mr. Magee  
13 is willing, I will make a last-ditch effort to see  
14 if we can pull this out of the gutter and across  
15 the finish line. But I am just one trustee. But if  
16 my Board is willing to accommodate that, I'm willing  
17 to give it another try, unless Trustee Tonking wants  
18 to continue with this process. I'm not trying to  
19 take anything away.

20 TRUSTEE TONKING: Oh, take it. I think  
21 I've provided the direction, and I think there's now  
22 lots of questions people have, and I think I have  
23 some too, just looking at the numbers now that we've  
24 seen them, seen them.

25 Do you think it would be helpful -- I

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1 be in on it.

2 I also just want to know before -- are you  
3 going to talk to them tomorrow? I don't want to  
4 come to this meeting and not know our choices.

5 MR. RUDIN: I understand that was the  
6 request.

7 TRUSTEE TONKING: Okay.  
8 Are you okay sitting in that call, Trustee  
9 Schmitz?

10 CHAIR SCHMITZ: Yes. I'm available  
11 tomorrow.

12 TRUSTEE TULLOCH: I am aligned with  
13 Trustee Dent. I think we've come back three times,  
14 this is the third time we've come back this week.  
15 By the time we get documents, but the time we see  
16 anything, it's way too late to study them. We have  
17 a fiduciary duty to the community as trustees. I  
18 think to be just rushing into something when we're  
19 totally bamboozled, we hardly even know what sheets  
20 we're looking at, their not even numbered and  
21 things, they're all over the place, there are still  
22 things, there's suddenly a million bucks extra  
23 revenue appeared from investment income that was  
24 never in the original budget. So the so-called  
25 reductions to the original budget are actually

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1 reduced by a million bucks for investment income  
 2 that was never disclosed.  
 3 I feel a little bit insulted by some of  
 4 this. I think to think that we're going to resolve  
 5 all this and come back here yet again tomorrow and  
 6 just go through the same process is a complete waste  
 7 of time. I think we're doing a complete disservice  
 8 to the community as well.  
 9 CHAIR SCHMITZ: What is your suggestion?  
 10 TRUSTEE TULLOCH: My suggestion, if, you  
 11 know, I come back to what I said: We stick in the  
 12 numbers from last year. If we need to inflate them  
 13 by, say, 5 or 6 percent to cover inflation, to cover  
 14 our derrières, I think that is the simplest way to  
 15 go.  
 16 I think that's the only way I think we can  
 17 come back and work on this tomorrow night, and then  
 18 staff have got to try and work it, pull an  
 19 allnighter to get stuff put together for the 4404,  
 20 and it's going to be wrong. We're going to have to  
 21 make corrections to it again.  
 22 I think we do that, we then need to use  
 23 the time afterwards, after that to actually refine  
 24 this and find out where we're going.  
 25 I think absent some driver to make hard

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1 decisions on staffing side, I think we need to look  
 2 at restructuring the District, as I've said. It's  
 3 not a difficult thing to do to identify where all  
 4 the excess spending -- all the huge increases in  
 5 spending are. I think we need to look realistically  
 6 at that and what we need. That's not going to  
 7 happen overnight, but it can be done pretty quickly.  
 8 But it can't be done for Saturday.  
 9 CHAIR SCHMITZ: Here's my thought on that  
 10 is the reason why I jumped to the utility fund is  
 11 because my concern is that if we take that approach  
 12 with the utility fund, we are going to put the  
 13 utility fund at risk.  
 14 I think that the approach from community  
 15 services and the beach fund, I don't have the  
 16 problem with taking that type of approach to say  
 17 here's what it is. And General Manager Magee and  
 18 myself can sit there and look at the line items and  
 19 see if there's any areas of concern.  
 20 But the reason why I came back to the  
 21 utility fund is because the utility fund is our  
 22 infrastructure, and we have to maintain our  
 23 infrastructure, we have to provide water and sewer  
 24 to our customers and we cannot have a disruption of  
 25 service. I'm concerned about taking that approach

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1 of last year's budget plus some incremental amount  
 2 as it relates to our utility fund.  
 3 But if that's the direction the Board  
 4 wants staff to take, then that's where we're going  
 5 to go. But I'm trying to segregate the utility fund  
 6 from general fund and from community services  
 7 because I understand your point, recreation services  
 8 are very different than our infrastructure services  
 9 in my mind.  
 10 TRUSTEE DENT: I agree with that approach,  
 11 Chair.  
 12 TRUSTEE TONKING: Agree with that approach  
 13 for the most part, except I want in the community  
 14 services fund and the beach fund to really look at  
 15 some of those other lines. Insurance, I think,  
 16 utilities, contractual issues, that we're not going  
 17 to be able to cover with last year's budget.  
 18 And in the general fund, I really wouldn't  
 19 mind reverting that all the way back to last year's  
 20 budget because we know how much I hate the general  
 21 fund.  
 22 TRUSTEE TULLOCH: I understand the point  
 23 in utility fund. I think I still have the same  
 24 fundamental disagreement when we're suddenly 2.5  
 25 million, actually, 3.5 million under water having

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1 just completed a rate study just about a year ago.  
 2 I think there's something fundamentally gone wrong  
 3 there. I totally understand, I totally agree, we  
 4 need to make provisions for it, and I'd have to see  
 5 what the impact was.  
 6 In the other funds, we do have sufficient  
 7 balance to cover any of these real increases in  
 8 terms of that. I think we can work around that. To  
 9 saying, well, we need to put this in, put that in,  
 10 we're going to be back to the same problem. We're  
 11 not going to have reliable numbers.  
 12 TRUSTEE TONKING: Can we just vote on this  
 13 so we don't debate back and forth on the subject?  
 14 TRUSTEE DENT: I think we've given  
 15 direction to the Chair.  
 16 TRUSTEE TONKING: The majority of the  
 17 Board direction, or do you need it?  
 18 CHAIR SCHMITZ: I'll repeat what I heard.  
 19 Okay?  
 20 TRUSTEE DENT: Please.  
 21 CHAIR SCHMITZ: As it relates to the  
 22 utility fund, we need to look at last year's budget  
 23 compared to this year's budget and look at the  
 24 assumptions with the rate study to determine where  
 25 there might be issues to identify for Board.

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1 To look at, in water, perhaps recovering  
 2 the additional position, seeing if there are things  
 3 that would address Trustee Tulloch's concern about  
 4 the rate study issues. It's really more of a  
 5 question than anything else at this point.  
 6 Then as it relates to the general fund and  
 7 the community services fund and the beach fund to  
 8 basically look at reverting to last year's budget  
 9 with some inflationary increase.  
 10 My feeling is that we should be looking at  
 11 probably at least an 8 percent inflationary  
 12 increase. Is that an agreed-upon percentage?  
 13 TRUSTEE TONKING: I would be careful with  
 14 just -- I think 8 percent is probably fine if you're  
 15 looking across, but, again, I do want you to pay  
 16 close attention to deferred maintenance, in the  
 17 CapEx area as well, because I think those are things  
 18 that we don't want to keep pushing out as much,  
 19 maybe smoothing it over three -- I just want to be  
 20 careful on those areas as well, and utilities.  
 21 CHAIR SCHMITZ: And I think that as it  
 22 relates to those things and the CIP plan, I think  
 23 that we were all in agreement with that. So it  
 24 wouldn't be touched. We would leave that alone, but  
 25 be looking at all of the other line items and

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1 basically capping them at roughly an 8 percent  
 2 increase over last year's budget. I just picked 8,  
 3 because it's between 5 and 10. I think 10 might be  
 4 too much in some cases and 5 not enough, let's use  
 5 8.  
 6 TRUSTEE TULLOCH: I can live with that.  
 7 TRUSTEE DENT: I think you have the  
 8 majority of the Board on this, Chair.  
 9 TRUSTEE NOBLE: In an effort to move  
 10 forward, I would agree with that.  
 11 CHAIR SCHMITZ: All right. I've got some  
 12 work to do. I'll work with General Manager Magee,  
 13 and, therefore, we do not need questions or things  
 14 coming from each of you.  
 15 We will begin working on this. I'm two  
 16 hours ahead of you, so I will start looking at this  
 17 first thing my time tomorrow morning, and I will get  
 18 on the phone with General Manager Magee as early as  
 19 possible, as well as interim Director of Public  
 20 Works Nelson to look at the issues related to the  
 21 rate study as it pertains to water and the gap that  
 22 we're seeing to see -- given at least an  
 23 explanation. Because that's what you're looking  
 24 for, you're looking for an explanation.  
 25 Does that make sense?

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1 TRUSTEE TONKING: Yes. Thank you for  
 2 doing that.  
 3 MS. NELSON: Yes, it does.  
 4 CHAIR SCHMITZ: All right. Mr. Magee,  
 5 does that make sense to you?  
 6 MR. MAGEE: Yes, it does. I appreciate  
 7 the help. I will have all directors available as  
 8 well as any support staff needed at all times  
 9 tomorrow. I'll set up a Zoom call, and we'll have  
 10 them come in and out as you see fit.  
 11 CHAIR SCHMITZ: We will work on, and we'll  
 12 target delivering something (Zoom audio drop) at  
 13 least have an opportunity and some time to review  
 14 it. My target is going to be noon your time to have  
 15 things buttoned up and sent out, because time is of  
 16 the essence, and we just gotta get this done.  
 17 Anything else, questions, comments?  
 18 TRUSTEE DENT: Are we having a discussion  
 19 on 3 B tonight?  
 20 CHAIR SCHMITZ: Yeah. I think we should.  
 21 It's part of the issue.  
 22 TRUSTEE DENT: Let's take a five-minute  
 23 break.  
 24 (Recess from 9:11 p.m. to 9:17 p.m.)  
 25 TRUSTEE DENT: All right. We're going to

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1 resume. We're on item 3B.  
 2 3B. Fiscal Year '24/'25 Central Services Costs  
 3 Allocation  
 4 TRUSTEE DENT: We have a presentation on  
 5 the screen.  
 6 MR. CRIPPS: What we're seeing here  
 7 tonight it the demonstration using the following the  
 8 same template that the District has done in years  
 9 past with regards to the central services costs,  
 10 cost allocation. And what has been done that is  
 11 differently this year is the information  
 12 technologies department was included in this now.  
 13 Previously, it was not.  
 14 And originally when we were coming for  
 15 forward with budget suggestions and recommendations,  
 16 we had talked about putting the IT salaries as like  
 17 -- allocating them out across the District. And  
 18 then from there, those discussions, it was requested  
 19 that the entire department was allocated just the  
 20 same as accounting and our finance and HR were. And  
 21 so now this is a demonstration of what that breakout  
 22 means and what it does by different fund levels.  
 23 With that, I am happy to take some  
 24 questions now.  
 25 TRUSTEE DENT: Questions or comments?

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1 TRUSTEE TULLOCH: Is it 1.849 million in  
 2 information technologies, is that coming down to  
 3 1.479, is that with the removal of the positions? I  
 4 thought the 1.89, I recall, was with the additional  
 5 positions. So what's the cost of information  
 6 technology, the 1.47? Is that the --  
 7 MR. CRIPPS: The department itself, the  
 8 budget is at 1.8.  
 9 TRUSTEE TULLOCH: I thought the 1.89 was  
 10 when we added -- with the additional positions added  
 11 in? I don't have last Monday's sheet to hand.  
 12 TRUSTEE DENT: How about I go to Chair  
 13 Schmitz while we're working on that.  
 14 CHAIR SCHMITZ: I just had a question  
 15 about we had originally talked about not only IT  
 16 general manager, what have you. The consensus was  
 17 we're leaving the general fund alone except for  
 18 adding IT; is that correct?  
 19 MR. CRIPPS: The addition of the IT  
 20 department when this cost allocation was done, the  
 21 general manager's department, it primarily consists  
 22 of wages, so as far as allocations go with that.  
 23 Then at the direction of the Board, we  
 24 could allocate those, but this sheet just  
 25 demonstrates the information technology being

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1 included in the cost allocation now.  
 2 CHAIR SCHMITZ: And we're not doing any  
 3 salary allocations of wages of any of the general  
 4 fund costs into the other cost centers, are we?  
 5 MR. CRIPPS: No, we're not.  
 6 CHAIR SCHMITZ: Okay. So that was taken  
 7 out of budget?  
 8 MR. CRIPPS: Correct.  
 9 CHAIR SCHMITZ: All right. Thank you.  
 10 And we don't have any information to know  
 11 what the budget is for IT. It would be good to know  
 12 what those numbers are because if it's reduced,  
 13 those reductions need to ripple all these other blue  
 14 sheets.  
 15 TRUSTEE DENT: Chair, any other questions  
 16 at this time?  
 17 CHAIR SCHMITZ: And you used this  
 18 allocation, it was based on FTEs or how did you  
 19 determine the sharing across the various venues?  
 20 MR. CRIPPS: Across the funds, it was  
 21 based the FTEs assigned to those funds.  
 22 CHAIR SCHMITZ: And from an IT  
 23 perspective, it isn't being allocated based on who  
 24 is using more IT services than others? I would  
 25 think certain departments -- I would think

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1 facilities uses it relatively little, but you're  
 2 just using the standard methodology of FTEs?  
 3 MR. CRIPPS: The one currently in place,  
 4 yes, but with the recommendation of the '25 budget,  
 5 there is a requested funds for our professional cost  
 6 allocation plan to specifically identify those types  
 7 of issues.  
 8 CHAIR SCHMITZ: And that's a policy change  
 9 that you're planning to bring to the Board?  
 10 MR. CRIPPS: Yes, it would be.  
 11 CHAIR SCHMITZ: I don't have any other  
 12 questions. But we do need to get these numbers  
 13 right.  
 14 TRUSTEE TULLOCH: For instance in ski,  
 15 where there's a large number of seasonal employees  
 16 most of whom never see a computer or any IT  
 17 services, how are you calculating the FTE there?  
 18 How are you accounting for seasonal staff in FTEs?  
 19 MR. CRIPPS: There's a formula done based  
 20 off what the part-time positions do, and there's a  
 21 percentage -- they're percentage based. So, no,  
 22 they're not -- not every single seasonal person is  
 23 concluded as an FTE to ski.  
 24 There is a formula that was put in the  
 25 sheet, which that's what we maintained and followed

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1 with the information technology services.  
 2 TRUSTEE TULLOCH: Yeah. But the reason  
 3 I'm asking is because if I look at my own  
 4 experience, I'm got 15-something coaches working for  
 5 me that never use any IT services, but they would  
 6 roll up as, under this formula, it sounds like they  
 7 would roll up as numbers. In somewhere like ski,  
 8 there's actually very few of the employees using any  
 9 IT services.  
 10 That's obviously something to address in  
 11 the cost allocation plan.  
 12 MR. CRIPPS: Correct.  
 13 TRUSTEE TULLOCH: I mean, it looks like  
 14 the formula you're using just assumes that all the  
 15 FTEs are requiring to use some IT services, whereas  
 16 ski, for instance, might use more accounting  
 17 services than, say, some other places because  
 18 there's a lot more transactions.  
 19 Whether it balances out, I don't know, but  
 20 it's an observation.  
 21 CHAIR SCHMITZ: I think what he's saying  
 22 is he's using what the methodology been used in the  
 23 past, and that he's planning to bring back to the  
 24 Board a different methodology that would take more  
 25 into account than just FTEs.

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1 MR. CRIPPS: Yes, that is correct.

2 TRUSTEE TULLOCH: Absolutely. Just giving

3 some advanced input.

4 TRUSTEE TONKING: I'm just looking off of

5 the salaried position delta, it still looks like

6 we're high by almost 200,000 in that department with

7 the cuts. It looks the same as it was when we first

8 proposed it. Could we just check that number?

9 MR. CRIPPS: Yeah, happy to double check.

10 CHAIR SCHMITZ: I added it my list of

11 things to look for tomorrow.

12 TRUSTEE DENT: Any other questions or

13 discussions at this time related to this?

14 Okay. Seeing none. Do we want to just

15 come back tomorrow?

16 TRUSTEE TONKING: Do we need to approve

17 this? Is that what we're supposed to -- well, I

18 don't want to approve until we know what the number

19 is.

20 TRUSTEE DENT: This is all part of the

21 budget in the rec roll.

22 TRUSTEE TULLOCH: I if we need to go with

23 an account allocation plan, it's basically just

24 confirm that number.

25 TRUSTEE DENT: Okay. All right. I think

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1 we're done for this evening with item 3B. We'll

2 move on.

3 MR. RUDIN: Before we move on, I think it

4 may be appropriate to have a motion to continue the

5 public hearings.

6 TRUSTEE TONKING: I have a questions

7 before we do that.

8 TRUSTEE DENT: Did we do that before

9 public comment?

10 TRUSTEE TONKING: Yeah.

11 MR. RUDIN: Yeah. You want to continue

12 those hearings because at the conclusion of them,

13 you're supposed to act on them.

14 TRUSTEE TONKING: I have a stupid

15 question, there's no time of extension by any means

16 that the Department of Taxation will give us?

17 MR. RUDIN: That would be a question that

18 we pose directly to them.

19 TRUSTEE TONKING: Make sure that's

20 proposed tomorrow. That would be great.

21 I move that we move this meeting to the

22 31st, tomorrow, May 31st, 2024 at 6:00 p.m.,

23 continuing the hearings.

24 TRUSTEE NOBLE: I'll second.

25 TRUSTEE DENT: There's been a motion made

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1 and seconded to continue the public hearing until

2 tomorrow at 6:00 p.m. I'll call for the question.

3 All those in favor, state aye.

4 TRUSTEE TONKING: Aye.

5 TRUSTEE TULLOCH: Aye.

6 TRUSTEE NOBLE: Aye.

7 TRUSTEE DENT: Aye.

8 CHAIR SCHMITZ: Aye.

9 TRUSTEE DENT: That 5/0 vote, that closes

10 -- or that continues our meeting until tomorrow.

11 H. FINAL PUBLIC COMMENT

12 MR. DOBLER: I hope you can pay attention.

13 I got three, small, little items that you might just

14 want to think about.

15 Number one, Moss Adams did a whole

16 breakdown of how you should go about doing central

17 service cost allocations, so I don't think we need

18 Cripps reinventing the wheel. He would probably try

19 to do it will only two spokes.

20 Anyways the second thing I wanted to talk

21 to you about is the Championship Golf Course. I'm

22 just blown away by it. If you take the rec fee of

23 979,000, we're subsidizing it, and another \$400,000

24 loss, we're talking almost a million-four. How many

25 rounds do we do, 20,000? So we're doing 70 bucks a

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1 round, we're subsidizing 70 bucks? Boy. I own two

2 golf courses and I never seen anything like this in

3 my life. Anyways, boy, oh, boy. You guys certainly

4 don't know how to make money.

5 The last thing is this water fund, I think

6 it's important, first of all, to know that when you

7 take a look at the utility fund and roll it up, the

8 amount that you have in reserves or fund balance is

9 far below what's required by board policy. Now, you

10 guys have been operating like that for about

11 eight years, and maybe you ought either think about

12 adjusting the policy or just keep being in violation

13 of what you recommend. I mean, you're like a

14 two-head animal, you do one thing and then do

15 another thing.

16 Now, the thing about this water fund, as

17 Ray mentioned, you're losses of 2.4 are a third of

18 your revenues. And I then turn around and take a

19 look at this DOWL report, and according to DOWL over

20 the next five years, we're going to have a shortfall

21 in what they have planned for the water system,

22 IVGID, and what DOWL recommends of 23 million, 23

23 million, divided by 5, that would be about

24 \$4.5 million a year, so what's your utility fund

25 fee -- the water fees now. One of the largest ones,

1 and I'm surprised that's nobody's even brought it  
2 up, the booster pump station construction,  
3 20,407,000, supposed to get underway in 2025, it's  
4 not even in the budget.

5 Anyways, good luck.

6 TRUSTEE DENT: No more public comments in  
7 the room. Can we go to Zoom?

8 MR. BELOTE: We do not have any.

9 TRUSTEE DENT: That will close out item H,  
10 final public comment.

11 I. ADJOURNMENT

12 TRUSTEE DENT: We are returning tomorrow  
13 at 6:00 p.m. to continue the public hearing. Thank  
14 you.

15 (Meeting adjourned at 9:31 p.m.)  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

1 STATE OF NEVADA )  
2 COUNTY OF WASHOE ) ss.  
3

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

6 That I was present on May 30, 2024, at the  
7 of the Board of Trustees public meeting, via Zoom,  
8 and took stenotype notes of the proceedings entitled  
9 herein, and thereafter transcribed the same into  
10 typewriting as herein appears.

11 That the foregoing transcript is a full,  
12 true, and correct transcription of my stenotype  
13 notes of said proceedings consisting of 130 pages,  
14 inclusive.

15 DATED: At Reno, Nevada, this 18th day of  
16 day of June, 2024.

17  
18 /s/ Brandi Ann Vianney Smith

19  
20 BRANDI ANN VIANNEY SMITH  
21  
22  
23  
24  
25

# INVOICE

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

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

775-832-1218  
AP@ivgid.org

**Invoice Number:** IVGID 43

**Invoice Date:** June 18, 2024

**Payment Due:** June 30, 2024

**Amount Due (USD): \$1,130.00**

Items	Quantity	Price	Amount
<b>Base fee</b> May 30, 2024 BOT meeting	1	\$350.00	\$350.00
<b>Per page fee</b> May 30, 2024 BOT meeting	130	\$6.00	\$780.00

**Subtotal:** \$1,130.00

**Total:** \$1,130.00

**Amount Due (USD): \$1,130.00**

**MEMORANDUM**

**TO:** Board of Trustees

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

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

**SUBJECT:** Review, Discuss and Approve a Purchase Order Agreement for Parking Lot Sweeping Services Across District Venues - 2023/24, all Venues' Services and Supplies Operating Budgets; Contractor: Four D Enterprises, LLC; Amount: \$11,295.80. (Requesting Staff Member: Interim Director of Public Works Kate Nelson)

**RELATED FY 2023 STRATEGIC PLAN BUDGET INITIATIVE(S):**

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

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

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

Purchasing Policy for Public Works Contracts 21.2.0

**DATE:** June 26, 2024

**I. RECOMMENDATION**

That the Board of Trustees make a Motion to:

1. Approve the Purchase Order Agreement with Four D Enterprises, LLC for Parking Lot Sweeping at All District Venues for the Amount of \$11,295.80; and,
2. Direct the General Manager to Sign and Execute the Agreement.

**II. BACKGROUND**

Each year, all District venues undergo comprehensive sweeping and striping operations. This essential maintenance activity removes accumulated sand, leaves, and other debris from parking lots, which have gathered over the winter.

By efficiently sweeping and disposing of this material, we prevent it from entering storm drains, streams, and ultimately the lake.

This also ensures a clean surface suitable for the parking lot striping to occur.

### **III. BID RESULTS**

The proposed Agreement aligns with the District's Purchasing Policy for Public Works Contracts, Policy 21.2.0 and was not bid.

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

Each District venue will fund the cost of sweeping from its respective operating budget as outlined in the Purchase Order Agreement, see Attachment 1.

### **V. ALTERNATIVES**

The Board of Trustees may defer or decide not to proceed with the recommended sweeping at all District venues.

### **VI. COMMENTS**

The Agreement between the District and Four D Enterprises LLC has been reviewed and approved by District Legal Counsel.

### **VII. BUSINESS IMPACT/BENEFIT**

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

### **VIII. ATTACHMENTS**

1. Agreement - District Sweeping

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

<b>Purchase Order No. TBD</b>	
<b>CONTRACTOR</b>	<b>INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT</b>
Four D Enterprises, LLC NV20101238823 4225 Quinn Drive Carson City, NV 89701 Attn: Debra Deselms 775-690-2219 fourdenterprise@yahoo.com	Public Works Department 1220 Sweetwater Road Incline Village, NV 89451 Attn: Scott Hubele 775-832-1289 / scott_hubele@ivgid.org

This Purchase Order is subject to the attached terms and conditions.

**Services:**

Sweeping of District parking lots, one time only, to remove sand and salt left from winter operations, per the attached Estimates 603, 604, and 606 through 617, with fees as follows:

<b>Venue</b>	<b>Fee</b>
West Park	\$86.40
Parks Yard	\$259.20
Preston	\$432.00
Burnt Cedar Beach	\$1,209.60
Incline & Ski Beaches	\$1,123.20
Diamond Peak	\$2,678.40
Administration	\$432.00
Aspen Grove	\$1,123.20
Rec Center	\$1,123.20
Tennis	\$259.20
Public Works	\$1,468.40
Mountain Golf	\$518.40
Champ Golf	\$648.00
Overflow Parking Lot	\$345.60

**Price: \$11,295.80**

## PURCHASE ORDER TERMS AND CONDITIONS FOR SERVICES

1. Acceptance; Entire Agreement. This purchase order for services issued by the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT ("DISTRICT") to the Contractor designated in the purchase order must be promptly accepted and acceptance is expressly limited to the terms of this order. Any addition or different terms in the Contractor's forms are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. Contractor's performance of any portion of this order shall be considered acceptance by the Contractor of the terms herein.

2. Compensation. Contractor shall be paid on a time and materials or firm fixed fee basis, as may be agreed upon by the parties as described in this Purchase Order, or in documents attached hereto and hereby made a part hereof, within 30 days of receipt of invoice. If the work is performed on a time and materials basis, the invoice shall include a detailed description of the work performed, labor hours and materials.

3. Compliance with Law. Contractor shall comply with all applicable laws and regulations of the federal, state and local government. DISTRICT shall assist Contractor, as requested, in obtaining and maintaining all permits required of Contractor by Federal, State and local regulatory agencies. Contractor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her work.

4. Standard of Care. The Contractor shall perform the work in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing under similar conditions. Contractor shall also comply with State and Federal environmental and safety regulations as they apply to the scope of work.

5. Insurance. Contractor shall take out and maintain: A. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury and property damage, naming DISTRICT as an Additional Insured; B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per occurrence for bodily injury and property damage; C. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and D. Contractors providing professional services shall provide Professional Liability (Errors and Omissions) Insurance of at least \$1,000,000. Insurance carriers shall be licensed or authorized to do business in Nevada.

6. Indemnification. The Contractor shall indemnify and hold harmless DISTRICT, its officials, officers, agents and employees from and against any and all claims, liabilities, expenses or damages, including reasonable attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, or patent infringement or fees for use of patented items, or any claim of the Contractor or a subcontractor for wages or benefits which arise in connection with the performance of the Contract, except to the extent caused or resulting from the active or sole negligence or willful misconduct of DISTRICT. The foregoing indemnity includes, but is not limited to, the cost of prosecuting or defending such action with legal counsel acceptable to DISTRICT and DISTRICT's attorneys' fees incurred in such an action. If Contractor's obligation to defend, indemnify,

and/or hold harmless arises out of Contractor's performance of "design professional" services subject to NRS 338.155, then, and only to the extent required by NRS 338.155, which is fully incorporated herein, Contractor's indemnification obligation shall be limited to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or its employees and agents. Moreover, while Contractor shall not be required to initially defend the District, Contractor, if adjudicated to be liable by a trier of fact, the Contractor shall be reimburse the District or the attorney's fees and costs incurred by the District defending the action in an amount which is proportionate to the liability of the Contractor. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the District, its officials, employees, agents and authorized volunteers for losses arising from the work performed by the Contractor for the District.

7. Contract Terms. Nothing herein shall be construed to give any rights or benefits to anyone other than DISTRICT and the Contractor. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Notice may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the parties to the addresses set forth in the purchase order. Contractor shall not assign, sublet, or transfer this Contract or any rights under or interest in this Contract without the written consent of DISTRICT, which may be withheld for any reason. Contractor is retained as an independent contractor and is not an employee of DISTRICT. No employee or agent of Contractor shall become an employee of DISTRICT. This is an integrated Contract representing the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. This Contract may not be modified or altered except in writing signed by both parties hereto. This Purchase Order is not intended to and will not preclude Contractor'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.

8. Notice of Labor Dispute. Whenever Contractor has knowledge that an actual or potential labor dispute may delay performance under this purchase order, Contractor shall immediately notify and submit all relevant information to DISTRICT.

9. Changes. By written notice, DISTRICT may from time to time, direct work suspension or make changes in quantities, drawings, designs, specifications, place of delivery or delivery schedules, methods of shipment and packaging, and property and services furnished to DISTRICT by Contractor. If such change causes an increase or decrease in the price of this purchase order or in the time required for performance, Contractor or DISTRICT shall promptly notify the other party thereof and assert its claim for adjustment within thirty (30) days after the change is ordered, and an equitable adjustment shall be made. However, nothing in this clause shall excuse the Contractor from proceeding immediately with the purchase order as changed.

10. Obligations. Contractor shall be solely responsible for providing all materials, labor, tools, equipment, water, light, power, transportation, superintendence, and temporary construction of every nature and all other services and all facilities necessary to execute, complete, and deliver the work within the specified time.

11. Damage to District Facilities. Damage to DISTRICT or public facilities or private property caused by the Contractor or by its subcontractors during performance of services shall be repaired and/or replaced in kind at no cost to the DISTRICT.

12. Site Safety and Cleanup. The project site shall be kept clean and free of hazards at all times during performance of services. After and installation is completed at the site, as applicable, Contractor shall clean the surrounding area to the condition prior to delivery and installation.

13. Installation. If the Contractor is responsible for providing installation services, finished installation work and/or equipment shall be subject to final inspection and acceptance or rejection by the DISTRICT.

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

By: \_\_\_\_\_  
Bobby Magee  
General Manager

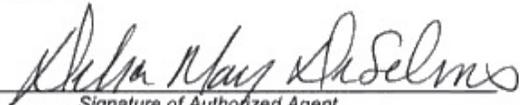
\_\_\_\_\_  
Date

**Reviewed as to Form:**

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

\_\_\_\_\_  
Date

**CONTRACTOR:**  
**Four D Enterprises, LLC**  
**Agreed to:**

By:   
Signature of Authorized Agent  
Debra DeSelms Owner

\_\_\_\_\_  
Print or Type Name and Title

6-4-24  
\_\_\_\_\_  
Date

**ESTIMATES 603 THROUGH 617 FOLLOW**

**FOUR D ENTERPRISES LLC.**

4225 Quinn Drive  
Carson City NV 89701

*Four all of your  
Commercial  
Sweeping, Facility  
Maintenance and Snow  
Removal Needs*

# Estimate

Date	Estimate #
5/10/2024	603

Name / Address

www.4dellc.com

Incline Village General Improvement Dist  
Scott Hubele  
893 Southwood Blvd  
Incline Village NV 89451

Project			
West Park			
Description	Qty	Rate	Total
On Call Sweeping		86.40	86.40
<b>Total</b>			\$86.40
Phone #	E-mail	Fax #	
775-690-2219	fourenterprise@yahoo.com	775-297-3422	

**FOUR D ENTERPRISES LLC.**

4225 Quinn Drive  
Carson City NV 89701

*Four all of your  
Commercial  
Sweeping, Facility  
Maintenance and Snow  
Removal Needs*

# Estimate

Date	Estimate #
5/10/2024	604

Name / Address

www.4dellc.com

Incline Village General Improvement Dist  
Scott Hubele  
893 Southwood Blvd  
Incline Village NV 89451

Project			
Parks Maint			
Description	Qty	Rate	Total
On Call Sweeping		259.20	259.20
<b>Total</b>			\$259.20
Phone #	E-mail	Fax #	
775-690-2219	fourenterprise@yahoo.com	775-297-3422	

**FOUR D ENTERPRISES LLC.**

4225 Quinn Drive  
Carson City NV 89701

*Four all of your  
Commercial  
Sweeping, Facility  
Maintenance and Snow  
Removal Needs*

# Estimate

Date	Estimate #
5/10/2024	606

Name / Address

www.4dellc.com

Incline Village General Improvement Dist  
Scott Hubele  
893 Southwood Blvd  
Incline Village NV 89451

Project			
Preston Field			
Description	Qty	Rate	Total
On Call Sweeping		432.00	432.00
<b>Total</b>			\$432.00
Phone #	E-mail	Fax #	
775-690-2219	fourenterprise@yahoo.com	775-297-3422	

**FOUR D ENTERPRISES LLC.**

4225 Quinn Drive  
Carson City NV 89701

*Four all of your  
Commercial  
Sweeping, Facility  
Maintenance and Snow  
Removal Needs*

# Estimate

Date	Estimate #
5/10/2024	607

Name / Address

www.4dellc.com

Incline Village General Improvement Dist  
Scott Hubele  
893 Southwood Blvd  
Incline Village NV 89451

Project			
Burnt Cedar			
Description	Qty	Rate	Total
On Call Sweeping		1,209.60	1,209.60
<b>Total</b>			\$1,209.60
Phone #	E-mail	Fax #	
775-690-2219	fourenterprise@yahoo.com	775-297-3422	

**FOUR D ENTERPRISES LLC.**

4225 Quinn Drive  
Carson City NV 89701

*Four all of your  
Commercial  
Sweeping, Facility  
Maintenance and Snow  
Removal Needs*

# Estimate

Date	Estimate #
5/10/2024	608

Name / Address

www.4dellc.com

Incline Village General Improvement Dist  
Scott Hubele  
893 Southwood Blvd  
Incline Village NV 89451

Project			
Incline beach & Ski Beach			
Description	Qty	Rate	Total
On Call Sweeping		1,123.20	1,123.20
<b>Total</b>			\$1,123.20
Phone #	E-mail	Fax #	
775-690-2219	fourenterprise@yahoo.com	775-297-3422	

**FOUR D ENTERPRISES LLC.**

4225 Quinn Drive  
Carson City NV 89701

*Four all of your  
Commercial  
Sweeping, Facility  
Maintenance and Snow  
Removal Needs*

# Estimate

Date	Estimate #
5/10/2024	609

Name / Address

www.4dellc.com

Incline Village General Improvement Dist  
Scott Hubele  
893 Southwood Blvd  
Incline Village NV 89451

Project			
Ski Incline			
Description	Qty	Rate	Total
On Call Sweeping		2,678.40	2,678.40
<b>Total</b>			\$2,678.40
Phone #	E-mail	Fax #	
775-690-2219	fourenterprise@yahoo.com	775-297-3422	

**FOUR D ENTERPRISES LLC.**

4225 Quinn Drive  
Carson City NV 89701

*Four all of your  
Commercial  
Sweeping, Facility  
Maintenance and Snow  
Removal Needs*

# Estimate

Date	Estimate #
5/10/2024	610

Name / Address

www.4dellc.com

Incline Village General Improvement Dist  
Scott Hubele  
893 Southwood Blvd  
Incline Village NV 89451

Project			
Admin Southwood			
Description	Qty	Rate	Total
On Call Sweeping		432.00	432.00
<b>Total</b>			\$432.00
Phone #	E-mail	Fax #	
775-690-2219	fourenterprise@yahoo.com	775-297-3422	

**FOUR D ENTERPRISES LLC.**

4225 Quinn Drive  
Carson City NV 89701

*Four all of your  
Commercial  
Sweeping, Facility  
Maintenance and Snow  
Removal Needs*

# Estimate

Date	Estimate #
5/10/2024	611

Name / Address

www.4dellc.com

Incline Village General Improvement Dist  
Scott Hubele  
893 Southwood Blvd  
Incline Village NV 89451

Project			
Aspen Grove			
Description	Qty	Rate	Total
On Call Sweeping		1,123.20	1,123.20
<b>Total</b>			\$1,123.20
Phone #	E-mail	Fax #	
775-690-2219	fourenterprise@yahoo.com	775-297-3422	

**FOUR D ENTERPRISES LLC.**

4225 Quinn Drive  
Carson City NV 89701

*Four all of your  
Commercial  
Sweeping, Facility  
Maintenance and Snow  
Removal Needs*

# Estimate

Date	Estimate #
5/10/2024	612

Name / Address

www.4dellc.com

Incline Village General Improvement Dist  
Scott Hubele  
893 Southwood Blvd  
Incline Village NV 89451

Project			
Rec center			
Description	Qty	Rate	Total
On Call Sweeping		1,123.20	1,123.20
<b>Total</b>			\$1,123.20
Phone #	E-mail	Fax #	
775-690-2219	fourenterprise@yahoo.com	775-297-3422	

**FOUR D ENTERPRISES LLC.**

4225 Quinn Drive  
Carson City NV 89701

*Four all of your  
Commercial  
Sweeping, Facility  
Maintenance and Snow  
Removal Needs*

# Estimate

Date	Estimate #
5/10/2024	613

Name / Address

www.4dellc.com

Incline Village General Improvement Dist  
Scott Hubele  
893 Southwood Blvd  
Incline Village NV 89451

Project			
Tennis Courts			
Description	Qty	Rate	Total
On Call Sweeping		259.20	259.20
<b>Total</b>			\$259.20
Phone #	E-mail	Fax #	
775-690-2219	fourenterprise@yahoo.com	775-297-3422	

**FOUR D ENTERPRISES LLC.**

4225 Quinn Drive  
Carson City NV 89701

*Four all of your  
Commercial  
Sweeping, Facility  
Maintenance and Snow  
Removal Needs*

# Estimate

Date	Estimate #
5/10/2024	614

Name / Address

www.4dellc.com

Incline Village General Improvement Dist  
Scott Hubele  
893 Southwood Blvd  
Incline Village NV 89451

Project			
PUD			
Description	Qty	Rate	Total
On Call Sweeping		1,468.40	1,468.40
<b>Total</b>			\$1,468.40
Phone #	E-mail	Fax #	
775-690-2219	fourenterprise@yahoo.com	775-297-3422	

**FOUR D ENTERPRISES LLC.**

4225 Quinn Drive  
Carson City NV 89701

*Four all of your  
Commercial  
Sweeping, Facility  
Maintenance and Snow  
Removal Needs*

# Estimate

Date	Estimate #
5/10/2024	615

Name / Address

www.4dellc.com

Incline Village General Improvement Dist  
Scott Hubele  
893 Southwood Blvd  
Incline Village NV 89451

Project			
Mt Course			
Description	Qty	Rate	Total
On Call Sweeping		518.40	518.40
<b>Total</b>			\$518.40
Phone #	E-mail	Fax #	
775-690-2219	fourenterprise@yahoo.com	775-297-3422	

**FOUR D ENTERPRISES LLC.**

4225 Quinn Drive  
Carson City NV 89701

*Four all of your  
Commercial  
Sweeping, Facility  
Maintenance and Snow  
Removal Needs*

# Estimate

Date	Estimate #
5/10/2024	616

Name / Address

www.4dellc.com

Incline Village General Improvement Dist  
Scott Hubele  
893 Southwood Blvd  
Incline Village NV 89451

Project			
Champion Course			
Description	Qty	Rate	Total
On Call Sweeping		648.00	648.00
<b>Total</b>			\$648.00
Phone #	E-mail	Fax #	
775-690-2219	fourenterprise@yahoo.com	775-297-3422	

**FOUR D ENTERPRISES LLC.**

4225 Quinn Drive  
Carson City NV 89701

*Four all of your  
Commercial  
Sweeping, Facility  
Maintenance and Snow  
Removal Needs*

# Estimate

Date	Estimate #
5/17/2024	617

Name / Address

www.4dellc.com

Incline Village General Improvement Dist  
Scott Hubele  
893 Southwood Blvd  
Incline Village NV 89451

Project			
Over Flow Parking Lot			
Description	Qty	Rate	Total
On Call Sweeping		345.60	345.60
<b>Total</b>			\$345.60
Phone #	E-mail	Fax #	
775-690-2219	fourenterprise@yahoo.com	775-297-3422	

**MEMORANDUM**

**TO:** Board of Trustees

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

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

**SUBJECT:** Review, Discuss and Approve the Purchase Order Agreement for Parking Lot Striping Services Across District Venues - 2023/24, all Venues' Services and Supplies Operating Budgets; Contractor: Absolute Sealing & Striping; Amount: \$44,315. (Requesting Staff Member: Interim Director of Public Works Kate Nelson)

**RELATED FY 2023 STRATEGIC PLAN**

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

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

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

Purchasing Policy for Public Works Contracts 21.2.0

**DATE:** June 26, 2024

**I. RECOMMENDATION**

That the Board of Trustees make a Motion to:

1. Approve the Professional Service Agreement with Absolute Sealing and Striping, Inc. for Parking Lot Striping at all District Venues for the Amount of \$44,315; and,
2. Direct the General Manager to Sign and Execute the Agreement.

**II. BACKGROUND**

Each year, all District venues undergo comprehensive sweeping and striping operations. This is an essential maintenance activity.

### **III. BID RESULTS**

The Public Works Buildings Department solicited bids for this work in April 2024 from three qualified local contractors. One responsive proposal was received from Absolute Sealing and Striping, Inc. (\$44,315); Affordable Striping and Sealing and Blacktop Sealing and Striping were not responsive.

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

Each District Venue will fund the striping from its respected operating budgets as outlined in the Purchase Order Agreement in as shown in Attachment 1.

### **V. ALTERNATIVES**

The Board of Trustees may defer or decide not to move forward with the recommended striping at all District Venues.

### **VI. COMMENTS**

The Agreement between the District and Absolute Sealing and Striping, Inc. has been reviewed and approved by District Legal Counsel.

### **VII. BUSINESS IMPACT/BENEFIT**

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

### **VIII. ATTACHMENTS**

1. 2024 Pavement Striping

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

<b>Vendor No. 3390</b>	<b>Purchase Order No.</b>
<b>CONTRACTOR</b> Absolute Sealing & Striping, Inc. 9165 Cordoba Blvd. Sparks, NV 89441 Attn: Randy O'Connor 775-762-7219	<b>INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT</b> Public Works Department 1220 Sweetwater Road Incline Village, NV 89451 Attn: Andy Ansotegui 775-558-9090 / ada@ivgid.org

This Purchase Order is subject to the attached terms and conditions.

**Services:**

Pavement striping of District properties, as follows and per attached Quotes. Work to be completed by October 31, 2024.

<b>Quote #</b>	<b>\$ Amt.</b>	<b>Location</b>
24045	\$ 2,540.00	Overflow Parking Lot
24046	\$ 2,975.00	Incline Beach
24047	\$ 1,975.00	Ski Beach
24048	\$ 4,225.00	Rec Center
24049	\$ 1,400.00	Preston Field
24050	\$ 1,600.00	Mountain Golf
24051	\$ 1,975.00	Public Works
24052	\$ 14,500.00	Diamond Peak
24053	\$ 3,225.00	Champ
24054	\$ 3,700.00	Aspen Grove
24055	\$ 1,500.00	Admin
24056	\$ 3,950.00	Burnt Cedar
24057	\$ 750.00	West Park
	<b>\$ 44,315.00</b>	<b>Total Amount</b>

## PURCHASE ORDER TERMS AND CONDITIONS FOR SERVICES

1. Acceptance; Entire Agreement. This purchase order for services issued by the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT ("DISTRICT") to the Contractor designated in the purchase order must be promptly accepted and acceptance is expressly limited to the terms of this order. Any addition or different terms in the Contractor's forms are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. Contractor's performance of any portion of this order shall be considered acceptance by the Contractor of the terms herein.

2. Compensation. Contractor shall be paid on a time and materials or firm fixed fee basis, as may be agreed upon by the parties as described in this Purchase Order, or in documents attached hereto and hereby made a part hereof, within 30 days of receipt of invoice. If the work is performed on a time and materials basis, the invoice shall include a detailed description of the work performed, labor hours and materials.

3. Compliance with Law. Contractor shall comply with all applicable laws and regulations of the federal, state and local government. DISTRICT shall assist Contractor, as requested, in obtaining and maintaining all permits required of Contractor by Federal, State and local regulatory agencies. Contractor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her work.

4. Standard of Care. The Contractor shall perform the work in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing under similar conditions. Contractor shall also comply with State and Federal environmental and safety regulations as they apply to the scope of work.

5. Insurance. Contractor shall take out and maintain: A. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury and property damage, naming DISTRICT as an Additional Insured; B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per occurrence for bodily injury and property damage; C. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and D. Contractors providing professional services shall provide Professional Liability (Errors and Omissions) Insurance of at least \$1,000,000. Insurance carriers shall be licensed or authorized to do business in Nevada.

6. Indemnification. The Contractor shall indemnify and hold harmless DISTRICT, its officials, officers, agents and employees from and against any and all claims, liabilities, expenses or damages, including reasonable attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, or patent infringement or fees for use of patented items, or any claim of the Contractor or a subcontractor for wages or benefits which arise in connection with the performance of the Contract, except to the extent caused or resulting from the active or sole negligence or willful misconduct of DISTRICT. The foregoing indemnity includes, but is not limited to, the cost of prosecuting or defending such action with legal counsel acceptable to DISTRICT and DISTRICT's attorneys' fees incurred in such an action. If Contractor's obligation to defend, indemnify,

and/or hold harmless arises out of Contractor's performance of "design professional" services subject to NRS 338.155, then, and only to the extent required by NRS 338.155, which is fully incorporated herein, Contractor's indemnification obligation shall be limited to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or its employees and agents. Moreover, while Contractor shall not be required to initially defend the District, Contractor, if adjudicated to be liable by a trier of fact, the Contractor shall be reimburse the District or the attorney's fees and costs incurred by the District defending the action in an amount which is proportionate to the liability of the Contractor. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the District, its officials, employees, agents and authorized volunteers for losses arising from the work performed by the Contractor for the District.

7. Contract Terms. Nothing herein shall be construed to give any rights or benefits to anyone other than DISTRICT and the Contractor. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Notice may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the parties to the addresses set forth in the purchase order. Contractor shall not assign, sublet, or transfer this Contract or any rights under or interest in this Contract without the written consent of DISTRICT, which may be withheld for any reason. Contractor is retained as an independent contractor and is not an employee of DISTRICT. No employee or agent of Contractor shall become an employee of DISTRICT. This is an integrated Contract representing the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. This Contract may not be modified or altered except in writing signed by both parties hereto. This Purchase Order is not intended to and will not preclude Contractor'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.

8. Notice of Labor Dispute. Whenever Contractor has knowledge that an actual or potential labor dispute may delay performance under this purchase order, Contractor shall immediately notify and submit all relevant information to DISTRICT.

9. Changes. By written notice, DISTRICT may from time to time, direct work suspension or make changes in quantities, drawings, designs, specifications, place of delivery or delivery schedules, methods of shipment and packaging, and property and services furnished to DISTRICT by Contractor. If such change causes an increase or decrease in the price of this purchase order or in the time required for performance, Contractor or DISTRICT shall promptly notify the other party thereof and assert its claim for adjustment within thirty (30) days after the change is ordered, and an equitable adjustment shall be made. However, nothing in this clause shall excuse the Contractor from proceeding immediately with the purchase order as changed.

**SIGNATURE PAGE – PURCHASE ORDER AGREEMENT**

10. Obligations. Contractor shall be solely responsible for providing all materials, labor, tools, equipment, water, light, power, transportation, superintendence, and temporary construction of every nature and all other services and all facilities necessary to execute, complete, and deliver the work within the specified time.

11. Damage to District Facilities. Damage to DISTRICT or public facilities or private property caused by the Contractor or by its subcontractors during performance of services shall be repaired and/or replaced in kind at no cost to the DISTRICT.

12. Site Safety and Cleanup. The project site shall be kept clean and free of hazards at all times during performance of services. After and installation is completed at the site, as applicable, Contractor shall clean the surrounding area to the condition prior to delivery and installation.

13. Installation. If the Contractor is responsible for providing installation services, finished installation work and/or equipment shall be subject to final inspection and acceptance or rejection by the DISTRICT.

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

By: \_\_\_\_\_  
Bobby Magee  
General Manager

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

**Reviewed as to Form:**

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

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

**CONTRACTOR:**  
**ABSOLUTE STRIPING & SEALING, INC.**  
**Agreed to:**

By: \_\_\_\_\_  
*Signature of Authorized Agent*

\_\_\_\_\_  
*Print or Type Name and Title*

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

# ***ABSOLUTE SEALING & STRIPING, INC.***

**Randy O'Connor**

**NV LIC. 84969 Bid Limit \$125,000.00**

**9165 Cordoba Blvd. Sparks, NV 89441**

**Phone/Fax 775-424-6810 Cell 775-762-7219**

Name / Address / Phone		Date	5/17/2024
Incline Village General Improvement Distr 1220 Sweetwater Rd Incline Village NV 89451 P: 832-2941 C:338-9587		Estimate #	24045
		Terms	Net 15

Description	Qty
<b>Absolute Sealing &amp; Striping hereby proposes to furnish the materials and perform the labor necessary for the completion of:</b> Job Location: Overflow Lakeshore Blvd Attn: Andy  Layout & Stripe Boat stalls Legend -BOAT PARKING Paint arrows Legend-NO PARKING All Hashing Moves/Travel	
	35
	19
	14
	9
Notes: Please do not water 24 hours prior to or after the work being performed. Due to the volatility in prices these prices are subject to change.  1. Any and All Stand by time will be an extra charge of a minimum of \$200.00 per Hour. With a minimum of one hour. 2. Any Additional Move Ins will be an additional \$500.00 per move in.	
ABOVE WORK TO BE PERFORMED WITH THE SPECIFICATIONS SUBMITTED AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF	

*This proposal is given for prompt acceptance by the customer. When signed by both Customer and Contractor it becomes a contract. The terms of payment is stated above. Upon completion of work. 100% of the proposal and the sum of 2% per month shall be added to any balance unpaid when due. Customer acknowledges he/she has read and received a complete legible copy of this contract.*

**Total \$2,540.00**

**SIGNED COPY OF PROPOSAL MUST BE RETURNED BEFORE WORK CAN BE SCHEDULED**

Submitted By: \_\_\_\_\_ Accepted Date: \_\_\_\_\_

\_\_\_\_\_  
**Absolute owner Signature**

\_\_\_\_\_  
**CUSTOMER Signature**

# ***ABSOLUTE SEALING & STRIPING, INC.***

**Randy O'Connor**

**NV LIC. 84969 Bid Limit \$125,000.00**

**9165 Cordoba Blvd. Sparks, NV 89441**

**Phone/Fax 775-424-6810 Cell 775-762-7219**

Name / Address / Phone		Date	5/17/2024
Incline Village General Improvement Distr 1220 Sweetwater Rd Incline Village NV 89451 P: 832-2941 C:338-9587		Estimate #	24046
		Terms	Net 15

Description	Qty
<b>Absolute Sealing &amp; Striping hereby proposes to furnish the materials and perform the labor necessary for the completion of:</b> Job Location: Incline Beach 967 Lakeshore Blvd Attn: Andy  Layout & Stripe Parking Stalls Hashed Area Paint arrows Legend-STOP w/bar 4' Paint-Yellow Curb Paint Handicap Logo and Hash Lines Moves/Travel	
	97
	1
	8
	1
	5
Notes: Please do not water 24 hours prior to or after the work being performed. Due to the volatility in prices these prices are subject to change.  1. Any and All Stand by time will be an extra charge of a minimum of \$200.00 per Hour. With a minimum of one hour. 2. Any Additional Move Ins will be an additional \$500.00 per move in.	
ABOVE WORK TO BE PERFORMED WITH THE SPECIFICATIONS SUBMITTED AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF	

*This proposal is given for prompt acceptance by the customer. When signed by both Customer and Contractor it becomes a contract. The terms of payment is stated above. Upon completion of work. 100% of the proposal and the sum of 2% per month shall be added to any balance unpaid when due. Customer acknowledges he/she has read and received a complete legible copy of this contract.*

**Total \$2,975.00**

**SIGNED COPY OF PROPOSAL MUST BE RETURNED BEFORE WORK CAN BE SCHEDULED**

Submitted By: \_\_\_\_\_ Accepted Date: \_\_\_\_\_

\_\_\_\_\_  
**Absolute owner Signature**

\_\_\_\_\_  
**CUSTOMER Signature**

# ***ABSOLUTE SEALING & STRIPING, INC.***

**Randy O'Connor**

**NV LIC. 84969 Bid Limit \$125,000.00**

**9165 Cordoba Blvd. Sparks, NV 89441**

**Phone/Fax 775-424-6810 Cell 775-762-7219**

Name / Address / Phone		Date <i>5/17/2024</i>
<b>Incline Village General Improvement Distr</b> <b>1220 Sweetwater Rd</b> <b>Incline Village NV 89451</b> <b>P: 832-2941 C:338-9587</b>		Estimate # 24047
	Terms	Net 15

Description	Qty
<b>Absolute Sealing &amp; Striping hereby proposes to furnish the materials and perform the labor necessary for the completion of:</b> Job Location: Ski Beach 964 Lakeshore Blvd Attn: Andy  Layout & Stripe Boat Lane Paint arrows Legend-NO PARKING Layout & Stripe Kayak Stalls Legend-STOP 4' Layout & Stripe Walkway Layout & Stripe Stop Bars Hash lines Layout & Stripe Piano Key Walkway Moves/Travel	
	12
	5
	3
	1
	2
	3
Notes: Please do not water 24 hours prior to or after the work being performed. Due to the volatility in prices these prices are subject to change.  1. Any and All Stand by time will be an extra charge of a minimum of \$200.00 per Hour. With a minimum of one hour. 2. Any Additional Move Ins will be an additional \$500.00 per move in.	
<b>ABOVE WORK TO BE PERFORMED WITH THE SPCIFICATIONS SUBMITTED AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF</b>	

*This proposal is given for prompt acceptance by the customer. When signed by both Customer and Contractor it becomes a contract. The terms of payment is stated above. Upon completion of work. 100% of the proposal and the sum of 2% per month shall be added to any balance unpaid when due. Customer acknowledges he/she has read and received a complete legible copy of this contract.*

**Total \$1,975.00**

**SIGNED COPY OF PROPOSAL MUST BE RETURNED BEFORE WORK CAN BE SCHEDULED**

Submitted By: \_\_\_\_\_ Accepted Date: \_\_\_\_\_

\_\_\_\_\_  
**Absolute owner Signature**

\_\_\_\_\_  
**CUSTOMER Signature**

# ***ABSOLUTE SEALING & STRIPING, INC.***

**Randy O'Connor**

**NVLIC. 84969 Bid Limit \$125,000.00**

**9165 Cordoba Blvd. Sparks, NV 89441**

**Phone/Fax 775-424-6810 Cell 775-762-7219**

Name / Address / Phone		Date	5/17/2024
<b>Incline Village General Improvement Distr</b> <b>1220 Sweetwater Rd</b> <b>Incline Village NV 89451</b> <b>P: 832-2941 C:338-9587</b>		Estimate #	24048
		Terms	Net 15

Description	Qty
<b>Absolute Sealing &amp; Striping hereby proposes to furnish the materials and perform the labor necessary for the completion of:</b> Job Location: Incline Village Recreation Center 980 Incline Way Attn: Andy  Layout & Stripe Parking Stalls Paint Handicap Logo and Hash Lines Legend-NO PARKING Stripe Stop Bars Layout & Stripe Hashed Walkway Legend-STOP 4' Paint-Yellow Curb per LF Stripe Lane lines Moves/Travel	
	181
	12
	18
	2
	3
	1
	140
Notes: Please do not water 24 hours prior to or after the work being performed. Due to the volatility in prices these prices are subject to change.  1. Any and All Stand by time will be an extra charge of a minimum of \$200.00 per Hour. With a minimum of one hour. 2. Any Additional Move Ins will be an additional \$500.00 per move in.	
<i>ABOVE WORK TO BE PERFORMED WITH THE SPCIFICATIONS SUBMITTED AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF</i>	

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**Total \$4,225.00**

**SIGNED COPY OF PROPOSAL MUST BE RETURNED BEFORE WORK CAN BE SCHEDULED**

Submitted By: \_\_\_\_\_ Accepted Date: \_\_\_\_\_

\_\_\_\_\_  
**Absolute owner Signature**

\_\_\_\_\_  
**CUSTOMER Signature**

# ***ABSOLUTE SEALING & STRIPING, INC.***

**Randy O'Connor**

**NV LIC. 84969 Bid Limit \$125,000.00**

**9165 Cordoba Blvd. Sparks, NV 89441**

**Phone/Fax 775-424-6810 Cell 775-762-7219**

Name / Address / Phone		Date	5/17/2024
Incline Village General Improvement Distr 1220 Sweetwater Rd Incline Village NV 89451 P: 832-2941 C:338-9587		Estimate #	24049
		Terms	Net 15

Description	Qty
<b>Absolute Sealing &amp; Striping hereby proposes to furnish the materials and perform the labor necessary for the completion of:</b> Job Location: Preston Field Park 700 Tahoe Blvd Attn: Andy  Layout & Stripe Parking Stalls Paint Handicap Logo and Hash Lines Layout & Stripe Hashed Walkway Legend-NO PARKING Paint arrows Moves/Travel	
	28
	2
	1
	7
	2
Notes: Please do not water 24 hours prior to or after the work being performed. Due to the volatility in prices these prices are subject to change.  1. Any and All Stand by time will be an extra charge of a minimum of \$200.00 per Hour. With a minimum of one hour. 2. Any Additional Move Ins will be an additional \$500.00 per move in.	
ABOVE WORK TO BE PERFORMED WITH THE SPECIFICATIONS SUBMITTED AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF	

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**Total \$1,400.00**

**SIGNED COPY OF PROPOSAL MUST BE RETURNED BEFORE WORK CAN BE SCHEDULED**

Submitted By: \_\_\_\_\_ Accepted Date: \_\_\_\_\_

\_\_\_\_\_  
**Absolute owner Signature**

\_\_\_\_\_  
**CUSTOMER Signature**

# ***ABSOLUTE SEALING & STRIPING, INC.***

**Randy O'Connor**

**NV LIC. 84969 Bid Limit \$125,000.00**

**9165 Cordoba Blvd. Sparks, NV 89441**

**Phone/Fax 775-424-6810 Cell 775-762-7219**

Name / Address / Phone		Date	5/17/2024
Incline Village General Improvement Distr 1220 Sweetwater Rd Incline Village NV 89451 P: 832-2941 C:338-9587		Estimate #	24050
		Terms	Net 15

Description	Qty	
<b>Absolute Sealing &amp; Striping hereby proposes to furnish the materials and perform the labor necessary for the completion of:</b> Job Location: Mountain Golf 690 Wilson Way Attn: Andy  Layout & Stripe Parking Stalls Paint Handicap Logo and Hash Lines Paint 4' x 8' arrows Legend-NO PARKING Moves/Travel  Notes: Please do not water 24 hours prior to or after the work being performed. Due to the volatility in prices these prices are subject to change.  1. Any and All Stand by time will be an extra charge of a minimum of \$200.00 per Hour. With a minimum of one hour. 2. Any Additional Move Ins will be an additional \$500.00 per move in.		92 4 4 1
ABOVE WORK TO BE PERFORMED WITH THE SPECIFICATIONS SUBMITTED AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF		

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**Total \$1,600.00**

**SIGNED COPY OF PROPOSAL MUST BE RETURNED BEFORE WORK CAN BE SCHEDULED**

Submitted By: \_\_\_\_\_ Accepted Date: \_\_\_\_\_

\_\_\_\_\_  
Absolute owner Signature

\_\_\_\_\_  
CUSTOMER Signature

# ***ABSOLUTE SEALING & STRIPING, INC.***

**Randy O'Connor**

**NV LIC. 84969 Bid Limit \$125,000.00**

**9165 Cordoba Blvd. Sparks, NV 89441**

**Phone/Fax 775-424-6810 Cell 775-762-7219**

Name / Address / Phone		Date	5/17/2024
Incline Village General Improvement Distr 1220 Sweetwater Rd Incline Village NV 89451 P: 832-2941 C:338-9587		Estimate #	24051
		Terms	Net 15

Description	Qty
<b>Absolute Sealing &amp; Striping hereby proposes to furnish the materials and perform the labor necessary for the completion of:</b> Job Location: Public Works Office 1220 Sweetwater Road Attn: Andy  Layout & Stripe Parking Stalls Paint Handicap Logo and Hash Lines Paint arrows Stripe Stop Bars Legend-NO PARKING Hashes Moves/Travel  Notes: Please do not water 24 hours prior to or after the work being performed. Due to the volatility in prices these prices are subject to change.  1. Any and All Stand by time will be an extra charge of a minimum of \$200.00 per Hour. With a minimum of one hour. 2. Any Additional Move Ins will be an additional \$500.00 per move in.	
	58 2 4 2 7 6
ABOVE WORK TO BE PERFORMED WITH THE SPECIFICATIONS SUBMITTED AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF	

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**Total \$1,975.00**

**SIGNED COPY OF PROPOSAL MUST BE RETURNED BEFORE WORK CAN BE SCHEDULED**

Submitted By: \_\_\_\_\_ Accepted Date: \_\_\_\_\_

\_\_\_\_\_  
Absolute owner Signature

\_\_\_\_\_  
CUSTOMER Signature

# ***ABSOLUTE SEALING & STRIPING, INC.***

**Randy O'Connor**

**NV LIC. 84969 Bid Limit \$125,000.00**

**9165 Cordoba Blvd. Sparks, NV 89441**

**Phone/Fax 775-424-6810 Cell 775-762-7219**

Name / Address / Phone	Date	5/17/2024
<b>Incline Village General Improvement Distr</b> <b>1220 Sweetwater Rd</b> <b>Incline Village NV 89451</b> <b>P: 832-2941 C:338-9587</b>	Estimate #	24052
	Terms	Net 15

Description	Qty
<b>Absolute Sealing &amp; Striping hereby proposes to furnish the materials and perform the labor necessary for the completion of:</b>	
<i>Job Location:</i>	
Diamond Peak 1210 Ski Way	
TOP LOT	
Layout & Stripe Parking Stalls	78
Paint arrows	4
Paint Handicap Logo and Hash Lines	4
Legend-NO PARKING	9
Hash (LF)	220
Hash lines	
Legend-ELECTRIC CARS	2
MIDDLE LOT	
Layout & Stripe Parking Stalls	180
Legend-NO PARKING	4
Paint Handicap Logo and Hash Lines	7
Paint arrows 6 & All Hashing	
Stripe Double Yellow w/Glass Beads (LF)	720
ROADWAY	
Layout & Stripe Parking Stalls & Hash	36
ROADWAY RE-STRIP	
Layout & Stripe Parking Stalls	119
Layout & Stripe Parallel Stalls	43
Hashing	
MIDDLE ROAD	
Layout & Stripe Parking Stalls	24
ALL Hashing	
Legend-NO PARKING	3
BOTTOM LOT	
Layout & Stripe Parallel Stalls	18
Layout & Stripe Parking Stalls	86
Paint arrows	8
All Hashing	
Moves/Travel	
<i>ABOVE WORK TO BE PERFORMED WITH THE SPCIFICATIONS SUBMITTED AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF</i>	

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**Total \$14,500.00**

**SIGNED COPY OF PROPOSAL MUST BE RETURNED BEFORE WORK CAN BE SCHEDULED**

Submitted By: \_\_\_\_\_ Accepted Date: \_\_\_\_\_

\_\_\_\_\_  
**Absolute owner Signature**

\_\_\_\_\_  
**CUSTOMER Signature**

# ***ABSOLUTE SEALING & STRIPING, INC.***

**Randy O'Connor**

**NV LIC. 84969 Bid Limit \$125,000.00**

**9165 Cordoba Blvd. Sparks, NV 89441**

**Phone/Fax 775-424-6810 Cell 775-762-7219**

Name / Address / Phone		Date	5/17/2024
Incline Village General Improvement Distr 1220 Sweetwater Rd Incline Village NV 89451 P: 832-2941 C:338-9587		Estimate #	24053
		Terms	Net 15

Description	Qty	
<b>Absolute Sealing &amp; Striping hereby proposes to furnish the materials and perform the labor necessary for the completion of:</b> Job Location: Golf Course 955 Fairway Blvd Attn: Andy  Layout & Stripe Parking Stalls Paint Handicap Logo and Hash Lines Layout & Stripe 12" Walkway Large Hash Legend-ELECTRIC CARS Hash Paint arrows Moves/Travel  Notes: Please do not water 24 hours prior to or after the work being performed. Due to the volatility in prices these prices are subject to change.  1. Any and All Stand by time will be an extra charge of a minimum of \$200.00 per Hour. With a minimum of one hour. 2. Any Additional Move Ins will be an additional \$500.00 per move in.		115 6 1 1 2 1 6 2
ABOVE WORK TO BE PERFORMED WITH THE SPECIFICATIONS SUBMITTED AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF		

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**Total \$3,225.00**

**SIGNED COPY OF PROPOSAL MUST BE RETURNED BEFORE WORK CAN BE SCHEDULED**

Submitted By: \_\_\_\_\_ Accepted Date: \_\_\_\_\_

\_\_\_\_\_  
Absolute owner Signature

\_\_\_\_\_  
CUSTOMER Signature

# ***ABSOLUTE SEALING & STRIPING, INC.***

**Randy O'Connor**

**NV LIC. 84969 Bid Limit \$125,000.00**

**9165 Cordoba Blvd. Sparks, NV 89441**

**Phone/Fax 775-424-6810 Cell 775-762-7219**

Name / Address / Phone		Date	5/17/2024
Incline Village General Improvement Distr 1220 Sweetwater Rd Incline Village NV 89451 P: 832-2941 C:338-9587		Estimate #	24054
		Terms	Net 15

Description	Qty
<b>Absolute Sealing &amp; Striping hereby proposes to furnish the materials and perform the labor necessary for the completion of:</b>	
Job Location:	
Aspen Grove 960 Lakeshore Blvd Attn: Andy	
Layout & Stripe Parking Stalls	47
Paint Handicap Logo and Hash Lines	6
Layout & Stripe Boat stalls	17
Legend -BOAT PARKING ONLY	17
Stripe Lane lines (LF)	180
Stripe Stop Bars	1
All Hashing	
Paint arrows	10
Legend-FIRE LANE	6
Legend-NO PARKING	10
Paint Red Fire Lane 6"	370
Large Hashing w/ BOAT LOADING	
Moves/Travel	
Notes:	
Please do not water 24 hours prior to or after the work being performed. Due to the volatility in prices these prices are subject to change.	
1. Any and All Stand by time will be an extra charge of a minimum of \$200.00 per Hour. With a minimum of one hour.	
2. Any Additional Move Ins will be an additional \$500.00 per move in.	
<i>ABOVE WORK TO BE PERFORMED WITH THE SPCIFICATIONS SUBMITTED AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF</i>	

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**Total \$3,700.00**

**SIGNED COPY OF PROPOSAL MUST BE RETURNED BEFORE WORK CAN BE SCHEDULED**

Submitted By: \_\_\_\_\_ Accepted Date: \_\_\_\_\_

\_\_\_\_\_  
Absolute owner Signature

\_\_\_\_\_  
CUSTOMER Signature

# ***ABSOLUTE SEALING & STRIPING, INC.***

**Randy O'Connor**

**NV LIC. 84969 Bid Limit \$125,000.00**

**9165 Cordoba Blvd. Sparks, NV 89441**

**Phone/Fax 775-424-6810 Cell 775-762-7219**

Name / Address / Phone		Date	5/17/2024
Incline Village General Improvement Distr 1220 Sweetwater Rd Incline Village NV 89451 P: 832-2941 C:338-9587		Estimate #	24055
		Terms	Net 15

Description	Qty
<b>Absolute Sealing &amp; Striping hereby proposes to furnish the materials and perform the labor necessary for the completion of:</b> Job Location: Administration Building 893 Southwood Attn: Andy  Layout & Stripe Parking Stalls Paint Handicap Logo and Hash Lines Paint arrows Paint End Hashes Large Hash Moves/Travel	
	53
	2
	4
	3
	1
ABOVE WORK TO BE PERFORMED WITH THE SPECIFICATIONS SUBMITTED AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF	

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**Total \$1,500.00**

**SIGNED COPY OF PROPOSAL MUST BE RETURNED BEFORE WORK CAN BE SCHEDULED**

Submitted By: \_\_\_\_\_ Accepted Date: \_\_\_\_\_

\_\_\_\_\_  
**Absolute owner Signature**

\_\_\_\_\_  
**CUSTOMER Signature**



# ***ABSOLUTE SEALING & STRIPING, INC.***

**Randy O'Connor**

**NV LIC. 84969 Bid Limit \$125,000.00**

**9165 Cordoba Blvd. Sparks, NV 89441**

**Phone/Fax 775-424-6810 Cell 775-762-7219**

Name / Address / Phone		Date	5/17/2024
Incline Village General Improvement Distr 1220 Sweetwater Rd Incline Village NV 89451 P: 832-2941 C:338-9587		Estimate #	24057
		Terms	Net 15

Description	Qty
<p><b>Absolute Sealing &amp; Striping hereby proposes to furnish the materials and perform the labor necessary for the completion of:</b></p> <p>Job Location:</p> <p>West Park 557 Lakeshore Blvd Attn: Andy</p> <p>Re-Stripe to Original Moves/Travel</p> <p>Notes: Please do not water 24 hours prior to or after the work being performed. Due to the volatility in prices these prices are subject to change.</p> <p>1. Any and All Stand by time will be an extra charge of a minimum of \$200.00 per Hour. With a minimum of one hour. 2. Any Additional Move Ins will be an additional \$500.00 per move in.</p>	
<p><i>ABOVE WORK TO BE PERFORMED WITH THE SPCIFICATIONS SUBMITTED AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF</i></p>	

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**Total \$750.00**

**SIGNED COPY OF PROPOSAL MUST BE RETURNED BEFORE WORK CAN BE SCHEDULED**

Submitted By: \_\_\_\_\_ Accepted Date: \_\_\_\_\_

\_\_\_\_\_  
Absolute owner Signature

\_\_\_\_\_  
CUSTOMER Signature

**MEMORANDUM**

**TO:** Board of Trustees

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

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

**SUBJECT:** Review, Discuss and Approve the Agreement for Professional Services - 2024/25 Operating Fund: Public Works; Utilities; Sewer and Water; General Ledger #20002523-7330 and 20002223-7330; Vendor: Jacobs Engineering Group Inc.; Amount: \$30,000. (Requesting Staff Member: Interim Director of Public Works Kate Nelson)

**RELATED FY 2023 STRATEGIC PLAN BUDGET INITIATIVE(S):**

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

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

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

Ordinance No. 2 – Sewer Ordinance, Ordinance No. 4 – Water Ordinance, Purchasing Policy for Goods and Services 21.1.0.

**DATE:** June 26, 2024

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**I. RECOMMENDATION**

That the Board of Trustees make a Motion to:

1. Approve the Professional Services Agreement with Jacobs Engineering Group INC, for the Total Amount of \$30,000; and,
2. Direct the General Manager to Sign and Execute the Agreement.

## **II. BACKGROUND**

Jacobs has provided the District with Supervisory Control and Data Acquisition (SCADA) and technical support for the Burnt Cedar Water Disinfection Plant (BCWDP), Water Resource Recovery Facility (WRRF), and water and wastewater pumping facilities since 2010. During part of this time, the District did not have a SCADA technician on staff. In November 2021, the District hired a full-time SCADA technician who worked with Jacobs and was trained in the ongoing operations of the District's BCWDP, WRRF, and water and sewer pump stations, and SCADA systems.

In November 2023, the District's SCADA technician resigned. Therefore, due to the separation with this employee, and for continuity of services, the District continues its reliance on Jacobs. The SCADA technician position has been filled; however, there will need to be training of the new staff by Jacobs.

Jacobs will continue to provide upgrades to control systems at BCWDP, SCADA troubleshooting and programming for all water and wastewater sites, and technical support services, including patching, upgrading, and license management associated with the ongoing operation of IVGID's BCWDP and WRRF. Jacobs will also provide formal documentation of all engagements, including resolutions and recommendations, following standard change management with the District's IT Director and the Utilities Superintendent.

In accordance with Board Policy 3.1.0, Subsection 0.4, this item is included on the Consent Calendar as it is routine business of the District and within the currently approved District's FY 2024/25 Operating Budget within the Utility Division 200 Fund.

## **III. BID RESULTS**

The contract is in compliance with the District's Purchasing Policy for Goods and Services, Policy 21.1.0 Subsection 2.2.4 and 3.0 and NRS 332.115.1 (b). The recommended contract is not subject to competitive solicitation.

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

This purchase will be paid out of the approved FY 2024/25 Operating Budget.

## **V. ALTERNATIVES**

The District Board of Trustees may defer or delay the approval of this Agreement, which would jeopardize the District's ability to monitor water and wastewater sites and make necessary control adjustments.

## **VI. COMMENTS**

The Agreement between the District and Jacobs has been reviewed and approved by District Legal Counsel.

## **VII. BUSINESS IMPACT/BENEFIT**

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

**VIII. ATTACHMENTS**

- 1. FY 24-25 On-Call Agreement

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

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

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

This Agreement is made and entered into as of **June 27, 2024** by and between the Incline Village General Improvement District, a Nevada general improvement district (“District”) and **Jacobs Engineering Group Inc.**, a Delaware Corporation, with its principal place of business at 50 West Liberty Street, Suite 205, 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 professional on-call engineering 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 on-call engineering services as outlined in Section 3.1.1, for the District (“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 complete individual task assignments on an on-call basis, including but not limited to the following, for the District:

- Upgrades to control systems at Burnt Cedar Water Disinfection Plant (BCWDP).
- Upgrades to control systems at the Water Resource Recovery Facility (WRRF).
- Supervisory Control and Data Acquisition (SCADA) troubleshooting and programming for all water and wastewater sites.
- Technical support services, including patching, upgrading and license management associated with the ongoing operation of IVGID’s Burnt Cedar Water Disinfection Plant
- Technical support services, including patching, upgrading and license management associated with the ongoing operation of IVGID’s Water Resource Recovery Facility (WRRF).

- Formal Documentation of all engagements including resolutions and recommendations, following standard change management with IVGID IT Director, SCADA Technician and Utilities Superintendent.
- Ongoing recommendations for best practice technical implementation for all water and wastewater sites.

Technical support services will only be provided when requested in writing by IVGID.

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 A.

3.1.2 Term. The term of this Agreement shall be July 1, 2024 through June 30, 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: John Schoonover, designated Manager.

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

3.2.6 Consultant's Representative. Consultant hereby designates John Schoonover or his 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, 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 A, attached hereto and incorporated herein by reference. The total compensation to be provided under this Agreement shall not exceed **Thirty Thousand Dollars (\$30,000.00)** without written approval of District’s Interim 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](mailto: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 A, 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

**Consultant**

Jacobs Engineering Group  
50 West Liberty St., Ste. 205  
Reno, NV 89501  
Attn: John Schoonover

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. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the District, its officials, employees, agents and authorized volunteers for losses arising from the work performed by the Contractor for the District.

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 this Agreement.

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]**

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

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

By: \_\_\_\_\_  
Bobby Magee  
General Manager

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

**Reviewed as to Form:**

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

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

**CONTRACTOR:  
JACOBS ENGINEERING GROUP  
Agreed to:**

By: \_\_\_\_\_  
*Signature of Authorized Agent*

\_\_\_\_\_  
*Print or Type Name and Title*

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

**PROFESSIONAL SERVICES AGREEMENT**

**EXHIBIT A**

**Consultant's Fee Schedule**

**Jacobs  
2025 Rate Schedule  
Professionals and Technicians\*  
Hourly Billing Rates**

<b>Classification</b>	<b>2025 Rate</b>
Principal Project Manager	\$263
Sr. Technologist*/Sr. Project Manager	\$247
Engineer Specialist*/Project Manager	\$220
Project Engineer*	\$205
Associate Engineer*	\$180
Staff Engineer 2*	\$160
Staff Engineer 1*	\$140
Engineering/Environmental Tech 5	\$175
Engineering/Environmental Tech 4	\$160
Engineering/Environmental Tech 3	\$140
Engineering/Environmental Tech 2	\$120
Office/Clerical/Accounting	\$98

Notes:

1. A markup of 10% will be applied to all other Direct Costs and Expenses.
2. Rate schedule subject to annual revision to reflect current rates.

\*Includes engineering, consulting, planner, and scientist disciplines

**MEMORANDUM**

**TO:** Board of Trustees

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

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

**SUBJECT:** Review, Discuss, and Approve the Purchase Order Agreement for Services for the Burnt Cedar Water Disinfection Plant Inlet Pump Electrical Repair - 2023/24 Capital Improvement Project Fund: Utilities; Division: Water: Project #2299DI1401; Contractor: DXP Turbo, in the Amount of \$11,954. (Requesting Staff Member: Interim Public Works Director Kate Nelson)

**RELATED FY 2023 STRATEGIC PLAN**

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

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

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

Purchasing Policy for Public Works Contracts 21.2.0

**DATE:** June 26, 2024

**I. RECOMMENDATION**

That the Board of Trustees make a Motion to:

1. Approve the Purchase Order Agreement for Services with DXP Turbo in the Amount of \$11,954 for the Repair of the Inlet Pump at the Burnt Cedar Water Disinfection Plant; and,
2. Direct the General Manager to Sign and Execute the Agreement.

**II. BACKGROUND**

The Burnt Cedar Water Disinfection Plant (BCWDP) has two inlet pumps that can run at the same time to pump raw water from the lake through the treatment

processes. There are two standby pumps that are brought into the pumping rotation when others need to be serviced. The four pumps are maintained on a rotating basis and one of the pumps needs new electrical wiring.

In accordance with Board Policy 3.1.0. Subsection 0.4, this item is included on the Consent Calendar as it is routine business of the District and within the currently approved District's FY 2023/24 Capital Improvement Fund within the Utilities, Water Division: Project #2299DI1401.

### **III. BID RESULTS**

The proposed Agreement aligns with the District's Purchasing Policy for Public Works Contracts, Policy 21.2.0 and was not bid.

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

This purchase will be paid by the District's approved 2023/24 Water CIP Fund; 200; 2299DI1401.

### **V. ALTERNATIVES**

The Board may defer the routine maintenance of the inlet pump at the BCWDP; however, this is the only source of drinking water for the District.

### **VI. COMMENTS**

The Agreement between the District and DXP Turbo has been reviewed and approved by District Legal Counsel.

### **VII. BUSINESS IMPACT/BENEFIT**

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

### **VIII. ATTACHMENTS**

1. BCWDP Cable Replacement

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

<b>CIP 2299DI1401</b>	<b>Purchase Order No.</b>
<b>CONTRACTOR</b> DXP Enterprises, Inc. – Vendor 252 511 Vista Boulevard Reno, NV 89434 Attn: Brent Roering 775-842-1096	<b>INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT</b> Public Works Department 1220 Sweetwater Road Incline Village, NV 89451 Attn: Jim Youngblood 775-671-2207 / JEY@IVGID.ORG

This Purchase Order is subject to the attached terms and conditions.

**Services:**

- Replacement of power cable and control cable at the Burnt Cedar Water Disinfection Plant, per attached Repair Estimate 14069657.

**Price:** \$11,954.00

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

**CONTRACTOR:**  
Agreed to:

By: \_\_\_\_\_  
Bobby Magee  
General Manager

By: \_\_\_\_\_  
*Signature of Authorized Agent*

\_\_\_\_\_  
*Print or Type Name and Title*

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

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

**Reviewed as to Form:**

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

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

## PURCHASE ORDER TERMS AND CONDITIONS FOR SERVICES

1. Acceptance; Entire Agreement. This purchase order for services issued by the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT ("DISTRICT") to the Contractor designated in the purchase order must be promptly accepted and acceptance is expressly limited to the terms of this order. Any addition or different terms in the Contractor's forms are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. Contractor's performance of any portion of this order shall be considered acceptance by the Contractor of the terms herein.

2. Compensation. Contractor shall be paid on a time and materials or firm fixed fee basis, as may be agreed upon by the parties as described in this Purchase Order, or in documents attached hereto and hereby made a part hereof, within 30 days of receipt of invoice. If the work is performed on a time and materials basis, the invoice shall include a detailed description of the work performed, labor hours and materials.

3. Compliance with Law. Contractor shall comply with all applicable laws and regulations of the federal, state and local government. DISTRICT shall assist Contractor, as requested, in obtaining and maintaining all permits required of Contractor by Federal, State and local regulatory agencies. Contractor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her work.

4. Standard of Care. The Contractor shall perform the work in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing under similar conditions. Contractor shall also comply with State and Federal environmental and safety regulations as they apply to the scope of work.

5. Insurance. Contractor shall take out and maintain: A. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury and property damage, naming DISTRICT as an Additional Insured; B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per occurrence for bodily injury and property damage; C. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and D. Contractors providing professional services shall provide Professional Liability (Errors and Omissions) Insurance of at least \$1,000,000. Insurance carriers shall be licensed or authorized to do business in Nevada.

6. Indemnification. The Contractor shall indemnify and hold harmless DISTRICT, its officials, officers, agents and employees from and against any and all claims, liabilities, expenses or damages, including reasonable attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, or patent infringement or fees for use of patented items, or any claim of the Contractor or a subcontractor for wages or benefits which arise in connection with the performance of the Contract, except to the extent caused or resulting from the active or sole negligence or willful misconduct of DISTRICT. The foregoing indemnity includes, but is not limited to, the cost of prosecuting or defending such action with legal counsel acceptable to DISTRICT and DISTRICT's attorneys' fees incurred in such

an action. If Contractor's obligation to defend, indemnify, and/or hold harmless arises out of Contractor's performance of "design professional" services subject to NRS 338.155, then, and only to the extent required by NRS 338.155, which is fully incorporated herein, Contractor's indemnification obligation shall be limited to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or its employees and agents. Moreover, while Contractor shall not be required to initially defend the District, Contractor, if adjudicated to be liable by a trier of fact, the Contractor shall be reimburse the District or the attorney's fees and costs incurred by the District defending the action in an amount which is proportionate to the liability of the Contractor. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the District, its officials, employees, agents and authorized volunteers for losses arising from the work performed by the Contractor for the District.

7. Contract Terms. Nothing herein shall be construed to give any rights or benefits to anyone other than DISTRICT and the Contractor. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Notice may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the parties to the addresses set forth in the purchase order. Contractor shall not assign, sublet, or transfer this Contract or any rights under or interest in this Contract without the written consent of DISTRICT, which may be withheld for any reason. Contractor is retained as an independent contractor and is not an employee of DISTRICT. No employee or agent of Contractor shall become an employee of DISTRICT. This is an integrated Contract representing the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. This Contract may not be modified or altered except in writing signed by both parties hereto. This Purchase Order is not intended to and will not preclude Contractor'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.

8. Notice of Labor Dispute. Whenever Contractor has knowledge that an actual or potential labor dispute may delay performance under this purchase order, Contractor shall immediately notify and submit all relevant information to DISTRICT.

9. Changes. By written notice, DISTRICT may from time to time, direct work suspension or make changes in quantities, drawings, designs, specifications, place of delivery or delivery schedules, methods of shipment and packaging, and property and services furnished to DISTRICT by Contractor. If such change causes an increase or decrease in the price of this purchase order or in the time required for performance, Contractor or DISTRICT shall promptly notify the other party thereof and assert its claim for adjustment within thirty (30) days after the change is ordered, and an equitable adjustment shall be made. However, nothing in this clause shall excuse the Contractor from proceeding immediately with the purchase order as changed.

10. Obligations. Contractor shall be solely responsible for providing all materials, labor, tools, equipment, water, light, power, transportation, superintendence, and temporary construction of every nature and all other services and all facilities necessary to execute, complete, and deliver the work within the specified time.

11. Damage to District Facilities. Damage to DISTRICT or public facilities or private property caused by the Contractor or by its subcontractors during performance of services shall be repaired and/or replaced in kind at no cost to the DISTRICT.

12. Site Safety and Cleanup. The project site shall be kept clean and free of hazards at all times during performance of services. After and installation is completed at the site, as applicable, Contractor shall clean the surrounding area to the condition prior to delivery and installation.

13. Installation. If the Contractor is responsible for providing installation services, finished installation work and/or equipment shall be subject to final inspection and acceptance or rejection by the DISTRICT.



# Repair Estimate

Page 1 of 1

Estimate Date 06/14/2024

Estimate Expires On 08/14/2024

Estimate Number 14069657

**Bill To:**

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

893 Southwood Blvd  
Incline Village, NV 89451-7425  
US

775-832-1149

**Ship To:**

INCLINE VILLAGE

1220 SWEETWATER RD.  
INCLINE VILLAGE, NV 89451  
US

**Customer ID: 39253**

Order Required Date 07/24/2024

**PO Number**

**Ship Route**

**Estimated by:** Brent Roering

**Taker:** JONATHAN.LAWSON

**Sales Rep:** Jason Morrow

Qty.	Item I.D.	Item Description	UOM	Unit Price	Extended Price
6	LABOR	Repair Labor, remove original cables that are too short, Install new longer cables to KSB Pump Model KRTK 200-403/456XEG-S No. 05015585452/00100001	EA	185.00	1,110.00
2	(001) KSB 834.01	POWER CABLE X 30 METERS #01707532	EA	4,078.00	8,156.00
1	(002) KSB 834.02	CONTROL CABLE X 30 METERS LONG	EA	2,052.00	2,052.00
2	(003) KSB 412.07	O-RING - POWER CABLE ENTRY GLAND	EA	14.00	28.00
1	(004) KSB 412.08	O-RING -CONTROL CABLE ENTRY GLAND	EA	23.00	23.00
1	(005) KSB MCM	Cable Potting Epoxy	EA	585.00	585.00

**SUB-TOTAL:** 11,954.00 USD

**TAX:** 0.00

**AMOUNT DUE:** 11,954.00

**Delivery Instructions:** SHIPS 10 TO 11 WEEKS ARO

**Carrier:** BW- PPD & ADD

Brent Roering  
DXP Enterprises  
Service Manager  
Reno, NV  
775-842-1096  
www.dxpacific.com

**MEMORANDUM**

**TO:** Board of Trustees

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

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

**SUBJECT:** Review, Discuss and Approve the Purchase Order Agreement for Services for the Burnt Cedar Water Disinfection Plant Inlet Pump Inspection - 2023/24 Capital Improvement Project Fund: Utilities; Division: Water: Project #2299DI1401; Contractor: DXP Turbo, in the Amount of \$1,850. (Requesting Staff Member: Interim Public Works Director Kate Nelson)

**RELATED FY 2023 STRATEGIC PLAN**

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

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

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

Purchasing Policy for Public Works Contracts 21.2.0

**DATE:** June 26, 2024

**I. RECOMMENDATION**

That the Board of Trustees make a Motion to:

1. Approve the Purchase Order Agreement for Services with DXP Turbo in the Amount of \$1,850 for the Repair of the Inlet Pump at the Burnt Cedar Water Disinfection Plant; and,
2. Direct the General Manager to Sign and Execute the Agreement.

**II. BACKGROUND**

The Burnt Cedar Water Disinfection Plant (BCWDP) has two inlet pumps that can run at the same time that pump raw water from the lake through the treatment

processes. There are two standby pumps that are brought into the pumping rotation when others need to be serviced. The four pumps are maintained on a rotating basis. One of the pumps needs to be disassembled to see what maintenance repairs need to be completed. Once this has been done, Staff will come back to the Board to inform them of the cost of these repairs.

In accordance with Board Policy 3.1.0. Subsection 0.4, this item is included on the Consent Calendar as it is routine business of the District and within the currently approved District's FY 2023/24 Capital Improvement Fund within the Utilities, Water Division: Project #2299DI1401.

### **III. BID RESULTS**

The proposed Agreement aligns with the District's Purchasing Policy for Public Works Contracts, Policy 21.2.0 and was not bid.

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

This purchase will be paid by the District's approved 2023/24 Water CIP Fund; 200; 2299DI1401.

### **V. ALTERNATIVES**

The Board may defer the routine maintenance of the inlet pumps at the BCWTP; however, this which is the only source of drinking water was for the District.

### **VI. COMMENTS**

The Agreement between the District and DXP Turbo has been reviewed and approved by District Legal Counsel.

### **VII. BUSINESS IMPACT/BENEFIT**

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

### **VIII. ATTACHMENTS**

1. BCWDP KSB Pump Inspection

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

<b>CIP 2299DI1401</b>	<b>Purchase Order No.</b>
<b>CONTRACTOR</b> DXP Enterprises, Inc. – Vendor 252 511 Vista Boulevard Reno, NV 89434 Attn: Brent Roering 775-842-1096	<b>INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT</b> Public Works Department 1220 Sweetwater Road Incline Village, NV 89451 Attn: Jim Youngblood 775-671-2207 / JEY@IVGID.ORG

This Purchase Order is subject to the attached terms and conditions.

**Services:**

- Inspection of the KSB Pump at the Burnt Cedar Water Disinfection Plant, per attached Repair Estimate. Inspection will provide the District with an accurate rebuild estimate.

**Price:** \$1,850.00

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

**CONTRACTOR:**  
**Agreed to:**

By: \_\_\_\_\_  
Bobby Magee  
General Manager

By: \_\_\_\_\_  
*Signature of Authorized Agent*  
\_\_\_\_\_  
*Print or Type Name and Title*

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

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

**Reviewed as to Form:**

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

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

## PURCHASE ORDER TERMS AND CONDITIONS FOR SERVICES

1. Acceptance; Entire Agreement. This purchase order for services issued by the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT ("DISTRICT") to the Contractor designated in the purchase order must be promptly accepted and acceptance is expressly limited to the terms of this order. Any addition or different terms in the Contractor's forms are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. Contractor's performance of any portion of this order shall be considered acceptance by the Contractor of the terms herein.

2. Compensation. Contractor shall be paid on a time and materials or firm fixed fee basis, as may be agreed upon by the parties as described in this Purchase Order, or in documents attached hereto and hereby made a part hereof, within 30 days of receipt of invoice. If the work is performed on a time and materials basis, the invoice shall include a detailed description of the work performed, labor hours and materials.

3. Compliance with Law. Contractor shall comply with all applicable laws and regulations of the federal, state and local government. DISTRICT shall assist Contractor, as requested, in obtaining and maintaining all permits required of Contractor by Federal, State and local regulatory agencies. Contractor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her work.

4. Standard of Care. The Contractor shall perform the work in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing under similar conditions. Contractor shall also comply with State and Federal environmental and safety regulations as they apply to the scope of work.

5. Insurance. Contractor shall take out and maintain: A. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury and property damage, naming DISTRICT as an Additional Insured; B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per occurrence for bodily injury and property damage; C. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and D. Contractors providing professional services shall provide Professional Liability (Errors and Omissions) Insurance of at least \$1,000,000. Insurance carriers shall be licensed or authorized to do business in Nevada.

6. Indemnification. The Contractor shall indemnify and hold harmless DISTRICT, its officials, officers, agents and employees from and against any and all claims, liabilities, expenses or damages, including reasonable attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, or patent infringement or fees for use of patented items, or any claim of the Contractor or a subcontractor for wages or benefits which arise in connection with the performance of the Contract, except to the extent caused or resulting from the active or sole negligence or willful misconduct of DISTRICT. The foregoing indemnity includes, but is not limited to, the cost of prosecuting or defending such action with legal counsel acceptable to DISTRICT and DISTRICT's attorneys' fees incurred in such

an action. If Contractor's obligation to defend, indemnify, and/or hold harmless arises out of Contractor's performance of "design professional" services subject to NRS 338.155, then, and only to the extent required by NRS 338.155, which is fully incorporated herein, Contractor's indemnification obligation shall be limited to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or its employees and agents. Moreover, while Contractor shall not be required to initially defend the District, Contractor, if adjudicated to be liable by a trier of fact, the Contractor shall be reimburse the District or the attorney's fees and costs incurred by the District defending the action in an amount which is proportionate to the liability of the Contractor. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the District, its officials, employees, agents and authorized volunteers for losses arising from the work performed by the Contractor for the District.

7. Contract Terms. Nothing herein shall be construed to give any rights or benefits to anyone other than DISTRICT and the Contractor. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Notice may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the parties to the addresses set forth in the purchase order. Contractor shall not assign, sublet, or transfer this Contract or any rights under or interest in this Contract without the written consent of DISTRICT, which may be withheld for any reason. Contractor is retained as an independent contractor and is not an employee of DISTRICT. No employee or agent of Contractor shall become an employee of DISTRICT. This is an integrated Contract representing the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. This Contract may not be modified or altered except in writing signed by both parties hereto. This Purchase Order is not intended to and will not preclude Contractor'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.

8. Notice of Labor Dispute. Whenever Contractor has knowledge that an actual or potential labor dispute may delay performance under this purchase order, Contractor shall immediately notify and submit all relevant information to DISTRICT.

9. Changes. By written notice, DISTRICT may from time to time, direct work suspension or make changes in quantities, drawings, designs, specifications, place of delivery or delivery schedules, methods of shipment and packaging, and property and services furnished to DISTRICT by Contractor. If such change causes an increase or decrease in the price of this purchase order or in the time required for performance, Contractor or DISTRICT shall promptly notify the other party thereof and assert its claim for adjustment within thirty (30) days after the change is ordered, and an equitable adjustment shall be made. However, nothing in this clause shall excuse the Contractor from proceeding immediately with the purchase order as changed.

10. Obligations. Contractor shall be solely responsible for providing all materials, labor, tools, equipment, water, light, power, transportation, superintendence, and temporary construction of every nature and all other services and all facilities necessary to execute, complete, and deliver the work within the specified time.

11. Damage to District Facilities. Damage to DISTRICT or public facilities or private property caused by the Contractor or by its subcontractors during performance of services shall be repaired and/or replaced in kind at no cost to the DISTRICT.

12. Site Safety and Cleanup. The project site shall be kept clean and free of hazards at all times during performance of services. After and installation is completed at the site, as applicable, Contractor shall clean the surrounding area to the condition prior to delivery and installation.

13. Installation. If the Contractor is responsible for providing installation services, finished installation work and/or equipment shall be subject to final inspection and acceptance or rejection by the DISTRICT.



6/14/2024

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT  
893 Southwood Blvd.  
Incline Village, NV 89451-7425

Attention: Darel Barlow

Re.: KSB Pump Rebuild

Darel,

Thank You for reaching for the request to rebuild your KSB Pump.

KSB Model KTRK 200-400/64 BUG, Ord. No. 5-MO7-785 2G1/1, Year 1994

**Quote for disassembly, cleaning and inspection.**

Labor to Disassemble, Clean and Inspect KSB Pump and create an accurate rebuild estimate.

\$ 1,850.00 DCI/Estimate Labor.

1-2 weeks lead time to complete DCI

Quote Valid for 30 Days.

Freight: F.O.B. Origin

Payment Terms: Net 30

Please let me know if you have any questions about this quote.

Brent Roering  
DXP Enterprises  
Service Manager  
Reno, NV  
775-842-1096  
www.dxppacific.com

**MEMORANDUM**

**TO:** Board of Trustees

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

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

**SUBJECT:** Review, Discuss and Approve the Purchase Order Agreement for the Wetlands Effluent Disposal Facility Improvement - 2023/24 Capital Improvement Project Fund: Utilities; Division: Project #2599SS1103; Contractor: Cinderlite Trucking Corporation; Amount: \$24,991.00. (Requesting Staff Member: Interim Director of Public Works Kate Nelson)

**RELATED FY 2023 STRATEGIC PLAN**

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

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

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

Purchasing Policy for Goods and Services 21.1.0

**DATE:** June 26, 2024

**I. RECOMMENDATION**

That the Board of Trustees make a motion to:

1. Approve the Purchase Order Agreement with Cinderlite Trucking Corporation for the Amount of \$24,991.00; and,
2. Direct the General Manager to Sign and Execute the Agreement.

**II. BACKGROUND**

Each year, the District performs maintenance on the levees and roadways at the Wetlands Effluent Disposal Facility in Douglas County. There are approximately 14 miles of levees and roadways that require yearly maintenance. The upkeep of

these levees and roadways is mandated by the Nevada Division of Dam Safety and the Nevada Division of Environmental Protection to ensure that the effluent remains within the District's property. These levees also allow for the distribution and control of the effluent to facilitate better evaporation and percolation.

**III. BID RESULTS**

The Proposed Purchase Order Agreement is in compliance with the District's Purchasing Policy for Public Works 21.2.0:

Subsection 1.5.1 - Inapplicability of Policy to Contracts for Maintenance or Emergencies; the requirements of this section and NRS 338 do not apply to the following procurements:

A. Contracts awarded in compliance with NRS 332 that are directly related to the normal operation of the District or the normal maintenance of District property.

**IV. FINANCIAL IMPACT AND BUDGET**

This purchase will be paid by the District's approved FY 2023/24 Sewer CIP Fund; 200; 2599SS1103.

**V. ALTERNATIVES**

There are no suggested alternatives.

**VI. COMMENTS**

The Purchase Order and Agreement have been reviewed and approved by the District's Legal Counsel.

**VII. BUSINESS IMPACT/BENEFIT**

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

**VIII. ATTACHMENTS**

- 1. PO Agreement - Wetlands Base Material

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

<b>CIP No. 2599SS1103</b>	<b>Purchase Order No.</b>
<b>CONTRACTOR</b> Cinderlite Trucking Corporation 1665 South Sutro Terrace Carson City, NV 89706 Attn: Bob Roll 775-882-4483	<b>INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT</b> Public Works Department 1220 Sweetwater Road Incline Village, NV 89451 Attn: Jim Youngblood 775-671-2207 / JEY@IVGID.ORG

This Purchase Order is subject to the attached terms and conditions.

**Services:**

- Delivery of 1,340 tons of Type II Base material at \$18.65 per ton to 3050 Vicky Lane in Minden, Nevada.
- Delivery will be completed by July 31, 2024.

**Price:** \$24,991.00

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

**CONTRACTOR:**  
**Cinderlite Trucking Corporation**  
**Agreed to:**

By: \_\_\_\_\_  
Bobby Magee  
General Manager

By: \_\_\_\_\_  
*Signature of Authorized Agent*

\_\_\_\_\_  
*Print or Type Name and Title*

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

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

**Reviewed as to Form:**

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

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

## PURCHASE ORDER TERMS AND CONDITIONS FOR SERVICES

1. Acceptance; Entire Agreement. This purchase order for services issued by the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT ("DISTRICT") to the Contractor designated in the purchase order must be promptly accepted and acceptance is expressly limited to the terms of this order. Any addition or different terms in the Contractor's forms are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. Contractor's performance of any portion of this order shall be considered acceptance by the Contractor of the terms herein.

2. Compensation. Contractor shall be paid on a time and materials or firm fixed fee basis, as may be agreed upon by the parties as described in this Purchase Order, or in documents attached hereto and hereby made a part hereof, within 30 days of receipt of invoice. If the work is performed on a time and materials basis, the invoice shall include a detailed description of the work performed, labor hours and materials.

3. Compliance with Law. Contractor shall comply with all applicable laws and regulations of the federal, state and local government. DISTRICT shall assist Contractor, as requested, in obtaining and maintaining all permits required of Contractor by Federal, State and local regulatory agencies. Contractor is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her work.

4. Standard of Care. The Contractor shall perform the work in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing under similar conditions. Contractor shall also comply with State and Federal environmental and safety regulations as they apply to the scope of work.

5. Insurance. Contractor shall take out and maintain: A. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury and property damage, naming DISTRICT as an Additional Insured; B. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per occurrence for bodily injury and property damage; C. Workers' Compensation in compliance with applicable statutory requirements and Employer's Liability Coverage of at least \$1,000,000 per occurrence; and D. Contractors providing professional services shall provide Professional Liability (Errors and Omissions) Insurance of at least \$1,000,000. Insurance carriers shall be licensed or authorized to do business in Nevada.

6. Indemnification. The Contractor shall indemnify and hold harmless DISTRICT, its officials, officers, agents and employees from and against any and all claims, liabilities, expenses or damages, including reasonable attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, or patent infringement or fees for use of patented items, or any claim of the Contractor or a subcontractor for wages or benefits which arise in connection with the performance of the Contract, except to the extent caused or resulting from the active or sole negligence or willful misconduct of DISTRICT. The foregoing indemnity includes, but is not limited to, the cost of prosecuting or defending such action with legal counsel acceptable to DISTRICT and DISTRICT's attorneys' fees incurred in such an action. If Contractor's obligation to defend, indemnify

and/or hold harmless arises out of Contractor's performance of "design professional" services subject to NRS 338.155, then, and only to the extent required by NRS 338.155, which is fully incorporated herein, Contractor's indemnification obligation shall be limited to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Contractor or its employees and agents. Moreover, while Contractor shall not be required to initially defend the District, Contractor, if adjudicated to be liable by a trier of fact, the Contractor shall be reimburse the District or the attorney's fees and costs incurred by the District defending the action in an amount which is proportionate to the liability of the Contractor. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the District, its officials, employees, agents and authorized volunteers for losses arising from the work performed by the Contractor for the District.

7. Contract Terms. Nothing herein shall be construed to give any rights or benefits to anyone other than DISTRICT and the Contractor. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Notice may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the parties to the addresses set forth in the purchase order. Contractor shall not assign, sublet, or transfer this Contract or any rights under or interest in this Contract without the written consent of DISTRICT, which may be withheld for any reason. Contractor is retained as an independent contractor and is not an employee of DISTRICT. No employee or agent of Contractor shall become an employee of DISTRICT. This is an integrated Contract representing the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. This Contract may not be modified or altered except in writing signed by both parties hereto. This Purchase Order is not intended to and will not preclude Contractor'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.

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9. Changes. By written notice, DISTRICT may from time to time, direct work suspension or make changes in quantities, drawings, designs, specifications, place of delivery or delivery schedules, methods of shipment and packaging, and property and services furnished to DISTRICT by Contractor. If such change causes an increase or decrease in the price of this purchase order or in the time required for performance, Contractor or DISTRICT shall promptly notify the other party thereof and assert its claim for adjustment within thirty (30) days after the change is ordered, and an equitable adjustment shall be made. However, nothing in this clause shall excuse the Contractor from proceeding immediately with the purchase order as changed.

10. Obligations. Contractor shall be solely responsible for providing all materials, labor, tools, equipment, water, light, power, transportation, superintendence, and temporary construction of every nature and all other services and all facilities necessary to execute, complete, and deliver the work within the specified time.

11. Damage to District Facilities. Damage to DISTRICT or public facilities or private property caused by the Contractor or by its subcontractors during performance of services shall be repaired and/or replaced in kind at no cost to the DISTRICT.

12. Site Safety and Cleanup. The project site shall be kept clean and free of hazards at all times during performance of services. After and installation is completed at the site, as applicable, Contractor shall clean the surrounding area to the condition prior to delivery and installation.

13. Installation. If the Contractor is responsible for providing installation services, finished installation work and/or equipment shall be subject to final inspection and acceptance or rejection by the DISTRICT.

**SIGNATURE PAGE – PURCHASE ORDER**

[SIGNATURE PAGE FOLLOWS]

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

By: \_\_\_\_\_  
Bobby Magee  
General Manager

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

**Reviewed as to Form:**

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

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

**CONTRACTOR:**

**Agreed to:**

By: \_\_\_\_\_  
*Signature of Authorized Agent*

\_\_\_\_\_  
*Print or Type Name and Title*

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

**MEMORANDUM**

**TO:** Board of Trustees

**THROUGH:** Bobby Magee  
District General Manager

**FROM:** Craig Bronzan  
Special Advisor, Baker Tilly

**SUBJECT:** Review and approve the Incline Village/Crystal Bay Veteran’s Club being a co-sponsor with EnviroSports of the 2024 Sharkfest to be held at Sand Harbor on August 18, 2024

**DATE:** June 26, 2024

---

**I. RECOMMENDATION**

That the Board of Trustees consider approving the collaboration with the Incline Village/Crystal Bay Veteran's Club being a co-sponsor with EnviroSports of the 2024 Sharkfest to be held at Sand Harbor August 18, 2024.

**II. BACKGROUND**

The Board of Trustees of the Incline Village General Improvement District approved collaboration with the Incline Village Crystal Bay Veterans Club and EnviroSports on June 14, 2023 for the August 13, 2023 SharkFest at Sand Harbor. The Incline Village/Crystal Bay Veterans Club’s involvement would be the same as in 2023 and would include:

1. Processing the permit application for nonprofit use of Sand Harbor and the event venue through Incline Village General Improvement District (IVGID)
2. Provide insurance naming Sand Harbor an additionally insured in the amount of \$1,000,000/\$2,000,000 aggregate (approved by Pool Pact)
3. Pay the \$25 event permit fee from a donor directed club donation
4. Provide club volunteers for the Sharkfest Swim event
5. Receive a minimum donation of \$6 per applicant to be used as support for Club Mission areas which endeavor:
  - To aid, assist, and promote the welfare of the veterans and their families in the Incline Village Area,
  - To aid and assist youth groups who have an interest in the traditions of the United States

- To aid and assist the Instructors and Cadets of the Incline High School JROTC Highlander Battalion
- To work with and coordinate activities with other veterans groups at the local, state, and national levels

### **IV/CB Vets Club**

Operating under the auspices of IVGID's Senior Programs, the Incline/Crystal Bay Veteran's Club was formed in October 2007 and is open to all veterans, friends and families of veterans, who are residents of Incline Village/Crystal Bay. Local vets, as well as visitors are welcome, regardless of rank or branch of military service. The mission of the club is to support and promote the welfare of all veterans and those currently in service by visiting the VA Hospital in Reno, providing the most current veterans news and information, by promoting participation in veteran and patriotic events in Northern Nevada and foremost encouraging camaraderie among the vets of Incline Village/Crystal Bay.

### **EnviroSports**

Owned and operated by Dave H, EnviroSports was established in 1990, out of a passion for nature and the outdoors. Sharing wilderness trails with hundreds outdoor enthusiasts through sporting events comes with the responsibility to respect and preserve the environment.

### **Supporting Documents**

- Nevada State Parks application
- Operations Plan
- Event Entry Form and Waiver
- Event Safety Plan
- Race Course Map
- Insurance Certificate

### **III. FINANCIAL IMPACT AND BUDGET**

There is no financial impact.

### **IV. ALTERNATIVE**

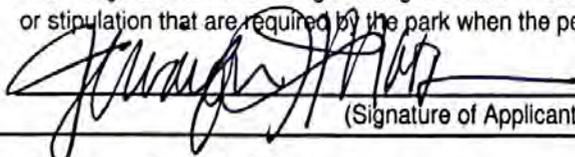
Not approve collaboration between the IV/CB Vets Club and EnviroSports for Sharkfest 2024.

### **V. BUSINESS IMPACT**

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

# Nevada State Parks Special/Commercial Use Permit Application

*Instructions: Please type or print clearly. Complete the form below, incorporate all requested information and return it to the appropriate park. The application will be reviewed and a permit issued if approved.*

1. <input checked="" type="checkbox"/> New Application <input type="checkbox"/> Renewal of Existing Permit	2. Name of Business or Organization <b>IVGID and EnviroSports Productions, INC</b>
3. Your Name (person to contact) <b>Jennifer Moore</b>	4. Email Address: <b>jlm@ivgid.org</b>
5. Address  <b>IVGID - Senior Programs 980 Incline Way Incline Village, NV 89451</b>	6. Phone No. (include area code) <b>775-420-1676</b>  7. Fax No. (include area code)
8. Applicant is: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Non-Profit Organization	
9. Application is for (check all that apply): <input type="checkbox"/> Commercial <input type="checkbox"/> Organization Group <input type="checkbox"/> Vending <input type="checkbox"/> Individual <input type="checkbox"/> Fundraiser <input checked="" type="checkbox"/> Other: <u>Partnership with EnviroSports for fundraising Veterans Club</u>	
10. Proposed park and location within the park where event/activity will take place: <b>Sand Harbor State Park</b>	11. Proposed Date(s) for the event/activity: Beginning: <b>8/18/2024</b> Ending: <b>8/18/2024</b>
12. Description of the event/activity and the estimated gross revenue ( <i>include hours of operation, the number of anticipated participants and spectators</i> ). <small>Lake Tahoe Sharkfest Swim: Amateur swim race from the boat launch area around the point and into the main beach 6:00-11:00am (swim 8:30-10:00am); 120 swimmers, 40 spectators; estimated gross revenue, \$7200 (@\$60 each)</small>	
13. Describe facilities including water and sanitation facilities you intend to provide or use within the part ( <i>additional information may be attached with this form</i> ).  <b>Beach at boat launch area and Main Beach</b>	
14. Have you had a PERMIT with State Parks before? <b>The Boys Scouts previously submitted the application from 2013 -2021</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, where?	
15. Have you ever been denied or had a PERMIT revoked? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, explain.	
16. Are there any pending investigations against you? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, explain.	
17. Have you been convicted of violations regarding natural resources, cultural resources or any activity related to your proposed permit? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, explain.	
18. Do you have the necessary license(s) required for this event/activity? If yes, please list: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If no, explain. <b>Waiting for USCG permit</b>	
19. Do you have a valid Nevada State Business License (LLC, Non-Title 7 Business, or Non-Profit)? <b>REQUIRED</b> - See back of Application If yes, please provide a copy of license or the license number: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, explain. <b>88-760004-K</b>	
20. Attach the following documents with this application: operations plan, maps and non-refundable \$25.00 processing fee.	
21. To receive a permit you <u>must</u> have a valid state business license and Acord Proof of Insurance with attached endoresment. All business names on license, insurance and permit <u>must</u> be the same.	
22. Certification of Information: I CERTIFY the information in this application is true, complete and correct to the best of my knowledge and belief and is given in good faith. I acknowledge that I (we) am (are) required to comply with any conditions or stipulation that are required by the park when the permit is issued.	
 (Signature of Applicant)	<b>13 Jan 2024</b> (Date)
<input type="checkbox"/> Recommend <input type="checkbox"/> Not Recommended    _____ - Park Supervisor Print	
Park Phone # _____	Park Supervisor Signature _____ Date _____
<input type="checkbox"/> Recommend <input type="checkbox"/> Not Recommended    _____ Regional Manager    Date	



DEPARTMENT OF ADMINISTRATION

209 E. Musser Street, Room 200  
Carson City, Nevada 89701-4298  
(775) 684-0222  
Fax (775) 684-0260  
<http://www.budget.state.nv.us/>

ALL AGENCY MEMORANDUM #1020-14

March 16, 2010

**TO:** All Agencies  
**FROM:** Andrew K. Clinger, Director  
Department of Administration  
**SUBJECT:** Contractors Doing Business in the State of Nevada

Please be advised that at the March 9, 2010 Board of Examiners' Meeting all contracts were conditionally approved. Approval if the contracts is contingent upon the contracting state agencies verifying with the Secretary of State's Office (SoS) that their contractors have a current Nevada Business License (SBL), and if they are a Nevada corporation, LLC, LP, LLP or LLLP, or non-profit corporation, that their corporation is active status and in good standing.

Some businesses may qualify for an exemption from the business license if they meet certain requirements specified in statute, however, they must file a notice of exemption which will be on record with the Secretary of State's office. Non-profit corporations are also exempt from the business license requirement, but they do not need to file a notice of exemption.

This information and further details regarding these requirements can be found on the Secretary of State's website at [www.nvsos.gov](http://www.nvsos.gov) under the Business Center tab. You may also verify an entity's status by checking the Nevada Business Search on the SoS homepage. Please note that due to processing delays, some business entity information may not be current and you will need to verify with the business that the filings have been submitted. If the filings have been submitted, but not yet processed, you may email [sosmail@sos.nv.gov](mailto:sosmail@sos.nv.gov).

Agencies shall ensure that all future contracts submitted to the Budget office have been verified as having a Nevada Business License and be in good standing in all areas of the Secretary of State's business requirements.

Clicks the links below to see samples of different types of entity information produced by verifying the status of a business using the Secretary of State's Nevada Business Search function:

**Sole Proprietor**

<http://www.nvsos.gov/sosentitysearch/CorpDetails.aspx?lx8nvq=aiJlq6PvMAPT6btq4VcMgg%253d%253d&nt7=1>

**Sole Proprietor with notice of BL exemption**

<http://www.nvsos.gov/sosentitysearch/CorpDetails.aspx?lx8nvq=3ZO5Z3sbsqsajWPh4kirbA%253d%253d&nt7=1>

**Domestic Corporation in good standing but State Business License not yet issued by SoS so check with Taxation**

<http://www.nvsos.gov/sosentitysearch/CorpDetails.aspx?lx8nvq=wbCMmy6XL4kl%252b1AR206kzw%253d%253d&nt7=0>

**Foreign LLC in good standing but State Business License not yet issued by SoS, so check with Taxation**

<http://www.nvsos.gov/sosentitysearch/CorpDetails.aspx?lx8nvq=UnitzVDwRI4VpcJrUVbzFg%253d%253d&nt7=0>

**Default Corporation**

<http://www.nvsos.gov/sosentitysearch/CorpDetails.aspx?lx8nvq=5qAHZr2dWyKzOPYbEPClhA%253d%253d&nt7=0>

**Corporation in good standing with notice of BL exemption**

<http://www.nvsos.gov/sosentitysearch/CorpDetails.aspx?lx8nvq=1tQcdDF%252bKmfzh0ENzHRcsQ%253d%253d&nt7=0>

**Corporation in good standing with SoS Business License**

<http://www.nvsos.gov/sosentitysearch/CorpDetails.aspx?lx8nvq=f7VHkWTzxCH4JHeZm0MBAg%253d%253d&nt7=0>

# LAKE TAHOE SHARKFEST SWIM

## August 18, 2024

### OPERATIONS PLAN

**Event Description:** This event will involve a swim of approximately 1 mile from the small beach just south of the boat ramp around the point to finish at the Main Beach. The course would be marked with buoys and there would be adequate safety boats for the safe conduct of the swim. We anticipate participation of approximately 150 swimmers of varying ages and abilities to participate in this event. This would not be an event for novice swimmers and all swimmers will be required to fill out an entry form and state that they have adequately trained and are prepared to complete this swim.

**Event timelines:** Event set-up would begin at 6:00 a.m. (no set up would take place the day before). Athlete check-in will be from 7:00 a.m. to 8:00 a.m. The swim will start at 8:30 a.m. and the first swimmers should complete the swim in a little over 20 minutes and the last swimmers would take approximately 50 minutes from the start of the last wave. All swimmers will be out of the water by 9:20 a.m. At 9:45 a.m. there will be an awards ceremony at the Main Beach. This ceremony would last about 30 minutes. Most swimmers will depart the park by 10:30 although some may stay for part of the day. Event clean-up will be completed by 11:00 a.m.

**Location Details:** We will hold athlete check-in in the parking lot adjacent to the main beach. Additional canopies will be set up near the rest rooms at the Main Beach for post-race snacks and t-shirt distribution. Our staff would be responsible for the conduct of the event and we would leave the park facilities in the same condition as we found them at the beginning of the day. Swim start will take place on the beach south of the boat ramp and the swim finish will be on the main beach.

**Food / Beverage:** Gatorade, water, and assorted snack foods will be served to the athletes at the swim finish area. We will supply our own trash bags and be responsible for trash pick-up and removal.

**Medical Plan:** An event safety plan will be in place for this event (see attached). We have yet to contract with North Lake Tahoe Fire Department, but once a contract is in place, we will forward the information to you directly. EMT's will be on the water and on the shore at the finish area.

**Parking & Traffic Control:** Athlete parking will be in the south parking lot. Staff and kayak parking will be in the south lot adjacent to the Main Beach. Spectators will be allowed to park at Sand Harbor and pay their own park entry fees. We anticipate the total number of cars to be approximately 75-100. The majority of these cars would leave the park after the conclusion of the event 10:30 am. All cars will pay their own admission to the park.

**Water safety:** A water safety plan will be in place for this event with kayaks and rescue boats on location in sufficient numbers for the safe conduct of the event. Coast Guard auxiliary will be notified to help facilitate a security zone around the swim course to insure a safe swim. (Kayak and safety boat instructions are attached).

PAID  CC  Cash  Check  
 RESEARCH /  CC or  Check  
 MAIL PYMT / AMT DUE \$ \_\_\_\_\_

LAKE TAHOE SHARKFEST – AUG 18, 2024  
ENTRY FORM  
(BOLD FIELDS REQUIRED)

**RACE #**  
(switched from: \_\_\_\_\_)

RACE CATEGORY (circle one) FEE: \$100 ADULT; \$40 UNDER 18 YEARS OF AGE

Wetsuit Non-Wetsuit Physically Challenged

FIRST NAME \_\_\_\_\_ LAST NAME \_\_\_\_\_

GENDER (circle one) M F DATE OF BIRTH (mm/dd/yyyy) \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_

STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_ TELEPHONE (daytime) \_\_\_\_\_

TELEPHONE (evening) \_\_\_\_\_ TELEPHONE (mobile) \_\_\_\_\_

EMERGENCY CONTACT NAME \_\_\_\_\_

EMERGENCY CONTACT RELATIONSHIP (circle one)

Parent Spouse Boy/Girlfriend Friend Sibling Son/Daughter Other Relative

EMERGENCY CONTACT TELEPHONE \_\_\_\_\_

ALTERNATE EMERGENCY CONTACT TELEPHONE \_\_\_\_\_

WHAT IS YOUR T-SHIRT SIZE? (circle one) Small Medium Large Extra Large XXL

**ACCIDENT WAIVER AND RELEASE OF LIABILITY**

I acknowledge that this athletic event is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event, and lack of hydration. These risks are not only inherent to athletics, but are also present for volunteers.

I hereby assume all of the risks of participating &/or volunteering in this event. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently trained for participation in the event and have not been advised otherwise by a qualified medical person. I acknowledge that this Accident Waiver and Release of Liability (AWRL) form will be used by the event holders, sponsors and organizers, in which I may participate and that it will govern my actions and responsibilities at said events.

In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: (A) Waive, Release and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me including my traveling to and from this event, THE FOLLOWING ENTITIES OR PERSONS: ENVIRO-SPORTS PRODUCTIONS INC, US COAST GUARD, LAKE TAHOE NEVADA STATE PARK, NEVADA DEPT OF WILDLIFE, INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (IVGID) & THE VETERANS CLUB OF INCLINE VILLAGE & CRYSTAL BAY, their directors, officers, employees, volunteers, representatives, and agents, the event holders, event sponsors, event directors, event volunteers; (B) Indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this event, whether caused by the negligence of releasees or otherwise.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident or illness during this event. I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers and or assigns. I agree to have my name and finishing time(s) appear in the published results from this event.

This AWRL shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I understand that entry fees are NON-REFUNDABLE and NON-TRANSFERABLE, and I have read and agree to the cancellation policies.

Enviro-Sports, IVGID, and The Veteran's Club of Incline Village & Crystal Bay are not responsible for lost items.

ENVIRO-SPORTS PRODUCTIONS, INC. RESERVES THE RIGHT TO CANCEL THE EVENT OR CHANGE THE COURSE.

I hereby certify that I have read this document; and, I understand its content.

SIGNATURE (or Guardian Signature if under 18)

DATE

LAKE TAHOE SHARKFEST SWIM  
August 18, 2024

**EVENT SAFETY PLAN**

**EVENT TIMELINE**

6:00 a.m. to 11:00 a.m. (swim portion 8:30 a.m. to 9:30 a.m.)

**WATER SAFETY**

- We will have a fleet of kayaks and paddleboards (5-6) that will support the swimmers. The paddlers will all be briefed prior to the race (see attached instructions).
- We will also have 2 power boats for safety escort
- 5 jet skis (one from Nevada St Pks with a lifeguard) will back up the safety boats, kayaks, and paddleboards for water rescue.
- 2 Nevada State Park lifeguards will be on location on paddle boards.
- Marine band radio communications on Marine channel 6 will be established between safety boats and the ALS ambulance on shore.

**MEDICAL**

- North Lake Tahoe Fire Protection District will be contracted to provide an emergency medical response team.
  - An ALS ambulance will be located on shore in addition to 2 jet skis supporting the swimmers

# TAHOE SHARKFEST SWIM



# SPECIAL EVENT LIABILITY GROUP INSURANCE TRUST CERTIFICATE OF INSURANCE ENDORSEMENT

DATE

12/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE ENDORSEMENT DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

<b>PRODUCER:</b>  HUB International Insurance Services Inc.  3000 Executive Parkway, #300  San Ramon, CA 94583  CA License #0757776	<b>CONTACT NAME:</b> JOY CUMMINGS  <table style="width: 100%; border: none;"> <tr> <td style="border: none;"><b>PHONE</b></td> <td style="border: none;">925 609 6500</td> <td style="border: none;"><b>FAX</b></td> <td style="border: none;">925 609 6550</td> </tr> <tr> <td style="border: none;"><b>EMAIL</b></td> <td colspan="3" style="border: none;">specialevent@hubinternational.com</td> </tr> </table> <table style="width: 100%; border: none;"> <tr> <td style="border: none; text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="border: none; text-align: center;"><b>NAIC #</b></td> </tr> <tr> <td style="border: none;"><b>INSURER A:</b> Colony Insurance Company</td> <td style="border: none;">39993</td> </tr> </table>	<b>PHONE</b>	925 609 6500	<b>FAX</b>	925 609 6550	<b>EMAIL</b>	specialevent@hubinternational.com			<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	<b>INSURER A:</b> Colony Insurance Company	39993
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<b>INSURER A:</b> Colony Insurance Company	39993												
<b>NAMED INSURED:</b>  Enviro-Sports Productions, Inc.  PO Box 1040  Stinson Beach, CA 94970													

**COVERAGES**

This is to certify that the policies of insurance listed below have been issued to the insured named above for the event date(s) indicated below. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

INSR LTR	TYPE OF INSURANCE	INSURED MEMBER ENDORSEMENT NUMBER	COVERAGE EFFECTIVE / EXPIRATION DATE	LIMITS														
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCURRENCE	31175	8/18/2024	<table style="width: 100%; border: none;"> <tr> <td style="border: none;">EACH OCCURRENCE</td> <td style="border: none; text-align: right;">\$1,000,000</td> </tr> <tr> <td style="border: none;">DAMAGE TO RENTED PREMISES (Ea occurrence)</td> <td style="border: none; text-align: right;">\$1,000,000</td> </tr> <tr> <td style="border: none;">MED EXP (Any one person)</td> <td style="border: none; text-align: right;">\$5,000</td> </tr> <tr> <td style="border: none;">PERSONAL &amp; ADV INJURY</td> <td style="border: none; text-align: right;">\$1,000,000</td> </tr> <tr> <td style="border: none;">GENERAL AGGREGATE</td> <td style="border: none; text-align: right;">\$2,000,000</td> </tr> <tr> <td style="border: none;">PRODUCTS-COMP/OP AGG</td> <td style="border: none; text-align: right;">\$2,000,000</td> </tr> <tr> <td style="border: none;">LIQUOR LIABILITY PER OCCURRENCE (AGGREGATE INCLUDED IN GENERAL LIABILITY AGGREGATE)</td> <td style="border: none; text-align: right;">\$0</td> </tr> </table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	MED EXP (Any one person)	\$5,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS-COMP/OP AGG	\$2,000,000	LIQUOR LIABILITY PER OCCURRENCE (AGGREGATE INCLUDED IN GENERAL LIABILITY AGGREGATE)	\$0
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**MASTER POLICY #103 GL 0021111 - EFFECTIVE DATE 1/1/2024, EXPIRATION DATE 1/1/2025**

**DESCRIPTION OF OPERATIONS / LOCATIONS**

Lake Tahoe Nevada State Park, PO Box 6116, Incline Village, NV 89450; The State of Nevada, Division of State Parks, Department of Conservation and Natural Resources, its officers, employees and agents

is/are included as an additional insured(s) per attached endorsement T5409-0118. Policy is Primary and Non-contributing per attached endorsement T1095-0108; Waiver of Subrogation applies per attached endorsement CG 24 04 05 09.

**Event Type:** LAKE TAHOE SHARKFEST SWIM  
**Event date(s):** 8/18/2024

<b>CERTIFICATE HOLDER</b>  Lake Tahoe Nevada State Park, PO Box 6116, Incline Village, NV 89450	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Named of Additional Insured Person(s) or Organization(s)

Lake Tahoe Nevada State Park, PO Box 6116, Incline Village, NV 89450

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II - Who Is An Insured** is amended to include as additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NON-CONTRIBUTING INSURANCE (Third-Party)

This endorsement modifies insurance under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. **Other Insurance**, and all subparts thereof, as contained in the policy is deleted in its entirety and replaced with the following condition as respects the Third Party shown below:

#### 4. **Other Insurance**

a. With respect to the Third Party shown below, the insurance provided by this policy shall be primary and non-contributing insurance. Any and all other valid and collectible insurance available to such Third Party in respect of operations performed by you under written contractual agreements with said Third party for a loss covered by this policy, shall in no instance be considered as primary, co-insurance, or contributing insurance. Rather, any such other insurance shall be considered excess over and above the insurance provided by this policy.

Third Party to whom this endorsement applies is:

Lake Tahoe Nevada State Park, PO Box 6116, Incline Village, NV,  
89450

Absence of a specifically named Third Party above means that the provisions of this endorsement apply as required by written contractual agreement with any Third Party for whom you are performing operations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name of Person or Organization:**

Any person or organization to whom or to which you are obligated by virtue of a written contract to waive your right of recovery.

The following is added to Paragraph 8. **Transfer of Rights of Recovery Against Others to Us of Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

# SPECIAL EVENT LIABILITY GROUP INSURANCE TRUST CERTIFICATE OF INSURANCE ENDORSEMENT

DATE

12/20/2023

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<b>EMAIL</b> <a href="mailto:specialevent@hubinternational.com">specialevent@hubinternational.com</a>									
INSURER(S) AFFORDING COVERAGE	NAIC #								
<b>INSURER A:</b> Colony Insurance Company	39993								
<b>NAMED INSURED:</b>  Enviro-Sports Productions, Inc.  PO Box 1040  Stinson Beach, CA 94970									

**COVERAGES**  
This is to certify that the policies of insurance listed below have been issued to the insured named above for the event date(s) indicated below. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

INSR LTR	TYPE OF INSURANCE	INSURED MEMBER ENDORSEMENT NUMBER	COVERAGE EFFECTIVE / EXPIRATION DATE	LIMITS	
A	<b>GENERAL LIABILITY</b>  <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCURRENCE	31175	8/18/2024	EACH OCCURRENCE	\$1,000,000
				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
				MED EXP (Any one person)	\$5,000
				PERSONAL & ADV INJURY	\$1,000,000
				GENERAL AGGREGATE	\$2,000,000
				PRODUCTS-COMP/OP AGG	\$2,000,000
				LIQUOR LIABILITY PER OCCURRENCE (AGGREGATE INCLUDED IN GENERAL LIABILITY AGGREGATE)	\$0

**MASTER POLICY #103 GL 0021111 - EFFECTIVE DATE 1/1/2024, EXPIRATION DATE 1/1/2025**

**DESCRIPTION OF OPERATIONS / LOCATIONS**  
  
 US Coast Guard, USCG Group SF, Yerba Buena Island, San Francisco, CA 94130  
  
 is/are included as an additional insured(s) per attached endorsement T5409-0118. Policy is Primary and Non-contributing per attached endorsement T1095-0108; Waiver of Subrogation applies per attached endorsement CG 24 04 05 09.  
  
**Event Type:** LAKE TAHOE SHARKFEST SWIM  
**Event date(s):** 8/18/2024

<b>CERTIFICATE HOLDER</b>  US Coast Guard, USCG Group SF, Yerba Buena Island, San Francisco, CA 94130	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Named of Additional Insured Person(s) or Organization(s)

US Coast Guard, USCG Group SF, Yerba Buena Island, San Francisco, CA 94130

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II - Who Is An Insured** is amended to include as additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NON-CONTRIBUTING INSURANCE (Third-Party)

This endorsement modifies insurance under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. **Other Insurance**, and all subparts thereof, as contained in the policy is deleted in its entirety and replaced with the following condition as respects the Third Party shown below:

#### 4. Other Insurance

a. With respect to the Third Party shown below, the insurance provided by this policy shall be primary and non-contributing insurance. Any and all other valid and collectible insurance available to such Third Party in respect of operations performed by you under written contractual agreements with said Third party for a loss covered by this policy, shall in no instance be considered as primary, co-insurance, or contributing insurance. Rather, any such other insurance shall be considered excess over and above the insurance provided by this policy.

Third Party to whom this endorsement applies is:

US Coast Guard, USCG Group SF, Yerba Buena Island, San Francisco, CA 94130

Absence of a specifically named Third Party above means that the provisions of this endorsement apply as required by written contractual agreement with any Third Party for whom you are performing operations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name of Person or Organization:**

Any person or organization to whom or to which you are obligated by virtue of a written contract to waive your right of recovery.

The following is added to Paragraph 8. **Transfer of Rights of Recovery Against Others to Us of Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Named of Additional Insured Person(s) or Organization(s)**

IVGID  
893 Southwood Blvd.  
Incline Village, NV 89451

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II - Who Is An Insured** is amended to include as additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations; or
- B.** In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NON-CONTRIBUTING INSURANCE (Third-Party)

This endorsement modifies insurance under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance**, and all subparts thereof, as contained in the policy is deleted in its entirety and replaced with the following condition as respects the Third Party shown below:

#### 4. Other Insurance

a. With respect to the Third Party shown below, the insurance provided by this policy shall be primary and non-contributing insurance. Any and all other valid and collectible insurance available to such Third Party in respect of operations performed by you under written contractual agreements with said Third party for a loss covered by this policy, shall in no instance be considered as primary, co-insurance, or contributing insurance. Rather, any such other insurance shall be considered excess over and above the insurance provided by this policy.

Third Party to whom this endorsement applies is:

IVGID  
893 Southwood Blvd.  
Incline Village, NV 89451

Absence of a specifically named Third Party above means that the provisions of this endorsement apply as required by written contractual agreement with any Third Party for whom you are performing operations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### **SCHEDULE**

**Name of Person or Organization:**

Any person or organization to whom or to which you are obligated by virtue of a written contract to waive your right of recovery.

The following is added to Paragraph **8. Transfer of Rights of Recovery Against Others to Us of Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

**MEMORANDUM**

TO: Board of Trustees

FROM: Bobby Magee  
District General Manager

SUBJECT: Review, Discuss and Possibly Approve a License Agreement between Red, White and Tahoe Blue II (RWTB II) and Incline Village General Improvement District (IVGID) for the use of the Incline/Ski Beach boat ramp from June 28, 2024 through and including July 5, 2024

DATE: June 26, 2024

---

**I. RECOMMENDATION**

That the Board of Trustees makes a motion to approve a License Agreement between Red, White and Tahoe Blue II (RWTB II) and Incline Village General Improvement District (IVGID) for the use of the Incline/Ski Beach boat ramp from June 28, 2024 through and including July 5, 2024.

It should be noted that the specific times for loading and unloading, at the time of preparing this memorandum, were being worked out between the two parties. More information will most likely be known at the time of the Board of Trustees meeting on June 26, 2024.

**II. BACKGROUND**

On or about June 7, 2024, the President of RWTB II came to the IVGID team and let them know that their circumstances had changed with regards to the use of the boat ramp located at

Incline/Ski beaches. Originally, RWTB II was not going to use the IVGID boat ramp at all and they were launching, loading and towing their barge from the Tahoe City marina. Upon this notification, discussions ensued between the parties and the attached license agreement was created by District General Counsel.

As additional information, RWTB II went before the Washoe County Commissioners on June 18, 2024 and received unanimously approval of their submitted permit package. That permit package is available upon request.

### **III. FINANCIAL IMPACT**

RWTB II will be required to adhere to the beach access rules and the boating rules just as any other customer.

Should there be any extraordinary Staff time required, such as an early open of the boat ramp, RWTB II will be billed for that extraordinary Staff time. None is anticipated at this time.

While no impact is anticipated for our regular boating customers, communication will be undertaken, by IVGID, to make our users and their guests aware of the potential of delays during the loading and unloading periods.

### **IV. ATTACHMENT**

License Agreement

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**

**LICENSE AGREEMENT WITH RED, WHITE & TAHOE BLUE II, INC.**

This License Agreement (“Agreement”) is made as of this 26th day of June, 2024 (“Effective Date”), by and between the Incline Village General Improvement District (“District”) and Red, White & Tahoe Blue II, Inc. (“Vendor”). For the purposes of this Agreement, any reference to the “District” or “Vendor” shall include any of their respective officers, authorized agents, employees, contractors, and volunteers. District and Vendor are sometimes hereinafter referred to individually as “Party” and collectively as “Parties.” This Agreement is made with reference to the following facts:

**RECITALS**

- A. District is the owner of that certain real property located in unincorporated area within the County of Washoe, Nevada commonly known as Incline and Ski Beaches, 967 Lakeshore Drive, Incline Village, Nevada 89451 (“Property”); and
- B. Vendor is a charitable non-profit entering onto the Property for purposes of hosting a special event, more particularly described as: Fourth of July Fireworks Display (“Event”) from June 28, 2024 up to and including July 5, 2024; and
- C. District desires to permit the Vendor to enter onto the Property for the purpose of transporting and setting up fireworks to conduct the Event or other related activities, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

**AGREEMENT**

- 1. **Incorporation.** The above Recitals are true and correct and incorporated herein in full by this reference.
- 2. **Temporary License.** District hereby grants Vendor, its employees, agents and contractors, a temporary non-exclusive license for ingress, egress, and access on, over, across, and through Ski Beach in order to access the boat ramp only for the sole purpose of setting up for, running, and breaking down the Event, and for other such related activities as the Vendor makes District aware of in advance.

## INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

### LICENSE AGREEMENT WITH RED, WHITE & TAHOE BLUE II, INC.

3. **Payment of Applicable Fees; Restricted Access.** Vendor shall pay all generally applicable entrance fees for its personnel and the personnel of its subcontractors, as well as pay all applicable ramp use and launch fees for use of District boat launch facilities. Persons accessing beach and boat launch facilities must either be with a resident picture pass holder or be in possession of a punch card issued by the District.
  
4. **General Release.** Vendor, for itself and each of its predecessors-in-interest, subsidiaries, affiliates, representatives, agents, partners, co-owners, joint ventures, employees, and attorneys, successors, assigns, heirs, executors, administrators, and transferees, releases the District from any and all causes of action, claims, demands, damages, expenditures, costs, attorney's fees, liens, obligations, and liability of any type or nature, whether known or unknown, suspected or unsuspected, which Vendor may now have or claim to have, or have at any time heretofore had against the District, related to, or arising out of, the Agreement and by reason of the matters set forth herein.
  
5. **Waiver of Unknown and Unanticipated Claims.** The release addressed above is intended to be complete and final and to cover not only claims, demands, liabilities, damages, actions, and causes of action which are known, but also claims, demands, liabilities, damages, actions, and causes of action which are unknown or which Vendor does not suspect to exist in its favor, which, if known at the time of executing this Agreement, might have affected Vendor's actions. Further, Vendor acknowledges that one or more of the released claims may include losses sustained by Vendor on account of the District that are presently unknown or unsuspected, and that such losses as were sustained may give rise to additional losses and expenses in the future which are not now anticipated. Nevertheless, Vendor acknowledges that this release has been negotiated and agreed upon and that in consideration for the rights and benefits under this Agreement, Vendor intends and hereby does release, acquit, and forever discharge the District from any and all claims, including those that are unknown, unsuspected, or unforeseen or that are presently unknown and unanticipated.
  
6. **Agreement to Indemnify.** To the fullest extent permitted by law, Vendor shall indemnify and hold the District, its directors, 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 of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors, or omissions of Vendor, its officials, officers, employees, subcontractors, consultants, or agents in connection with Vendor's product or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees, and other related costs and expenses. Vendor shall defend, with counsel of District's choosing and at Vendor's own cost, expense, and risk, any and all claims, suits, actions, or other proceedings of every kind that may be brought or instituted against District or its directors, officials, officers, employees, volunteers, and agents. Vendor shall pay and satisfy any judgment, award, or decree that may be rendered against District or its directors, officials, officers, employees, volunteers, and agents as part of any such claim, suit, action, or other proceeding. Vendor shall also reimburse District for the cost of any settlement paid by District or its directors, officials, officers, employees, agents, or volunteers as part of any such claim, suit,

## INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

### LICENSE AGREEMENT WITH RED, WHITE & TAHOE BLUE II, INC.

action, or other proceeding. Such reimbursement shall include payment for District's attorneys' fees and costs, including expert witness fees. Vendor 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. Vendor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents, or volunteers.

#### 7. **Insurance.**

- a. Time for Compliance. Vendor shall, prior to its entry or the entry by any fireworks subcontractor onto the Property under this Agreement, provide evidence satisfactory to the District that it has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the District to terminate this Agreement for cause.
  
- b. Minimum Requirements. Vendor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Vendor, its agents, representatives, employees, or subcontractors. Vendor shall also require its subcontractor Lantis Productions, Inc. (and any other subcontractors as approved by District) 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:
  - i. Commercial General Liability. Coverage for commercial general liability insurance shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001). Vendor shall maintain limits no less than \$2,000,000 per occurrence, or the full per occurrence limits of the policies available, whichever is greater, for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit or product-completed operations aggregate limit is used, including but not limited to form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit. The general liability policy shall include or be endorsed (amended) to state that: (1) the District, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the work or operations performed by or on behalf of the Vendor, including materials, parts or equipment furnished in connection with such work; and (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 Vendor'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 Vendor's insurance and shall not be called upon to contribute with it in any way.

## INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

### LICENSE AGREEMENT WITH RED, WHITE & TAHOE BLUE II, INC.

- ii. ~~Automobile Liability.~~ Coverage shall be at least as broad as the latest version of the Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto). ~~Vendor shall maintain limits no less than \$1,000,000 per accident for bodily injury and property damage. The automobile liability policy shall include or be endorsed (amended) to state that: (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 Vendor or for which the Vendor is responsible; and (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 Vendor'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 Vendor's insurance and shall not be called upon to contribute with it in any way. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.~~
  
- iii. ~~Workers' Compensation and Employer's Liability Insurance.~~ Vendor shall maintain Workers' Compensation insurance as required by the State of Nevada and Employer's Liability Insurance in an amount no less than \$1,000,000 per accident for bodily injury or disease. ~~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 Vendor.~~
  
- iv. Excess Liability (if necessary). The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess coverage shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the District (if agreed to in a written contract or agreement) before the District's own primary or self-Insurance shall be called upon to protect it as a named insured.
  
- v. All Coverages. Vendor is required by this Agreement to state that: (i) 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; If any of the required coverages expire or cancel during the term of this agreement, Vendor shall deliver the renewal certificate(s) including the general liability additional insured endorsement to District at least ten (10) days prior to the cancellation or expiration date; and (ii) 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.
  
- vi. 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.

## INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

### LICENSE AGREEMENT WITH RED, WHITE & TAHOE BLUE II, INC.

- vii. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. Vendor shall guarantee that, at the option of the District, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents, and volunteers; and insurer shall provide or be endorsed to provide that the deductibles or SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the First Named Insured or (ii) Vendor shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.
  
  - c. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-:VII or equivalent, or as otherwise approved by the District.
  
  - d. Verification of Coverage. Vendor 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. In the event Vendor employs subcontractors as part of the services or work covered by this Agreement, it shall be Vendor's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified above.
  
  - e. Reporting of Claims. Vendor shall report to the District, in addition to Vendor's insurer, any and all insurance claims submitted by Vendor in connection with this Agreement.
8. **Termination.** This Agreement may be terminated by District at any time and without cause by giving written notice of such termination, specifying the effective date thereof, at least three (3) days before the effective date of such termination. Vendor may not terminate this Agreement except for cause.
9. **Entire Agreement, Modifications, and Waiver.** This Agreement constitutes the entire agreement between the Parties with respect to such terms as are included herein and the Parties acknowledge that they have not executed this instrument in reliance on any promise or representation or warranty not contained herein. This Agreement supersedes and replaces all prior discussions and/or agreements. This Agreement may not be contradicted by evidence of any prior or contemporaneous oral or written agreement. No alteration, supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all of the Parties hereto. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.



**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**

**LICENSE AGREEMENT WITH RED, WHITE & TAHOE BLUE II, INC.**

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///  
///  
///

IN WITNESS WHEREOF, Vendor and District have signed and entered into this Agreement as of the Effective Date first above written by and through the signatures of their authorized representative(s) set forth below:

Dated: \_\_\_\_\_ **RED, WHITE AND TAHOE BLUE II, INC.**

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_ **INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**MEMORANDUM**

**TO:** Board of Trustees

**FROM:** Sara Schmitz  
Board of Trustees

**SUBJECT:** Review, Discuss and Possibly Approve the Proposed Veterans Memorial Design and Location and authorizes staff to formulate costs related to the installation of the memorial.

**DATE:** June 18, 2024

---

**I. RECOMMENDATION**

1. The Board moves to accept the proposed Veterans Memorial Design.
2. The Board moves to accept the proposed location for the Veterans Memorial.
3. The Board directs staff and legal counsel to formulate District staff time and related cost estimates for moving the project forward.

**II. BACKGROUND**

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 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.

With Board approval of the design and location, staff will work on an agreement between the District and Michael Gross and/or ITF to finalize the details for the project to move forward.

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**

To be determined and brought back to the board.

**IV. ALTERNATIVES**

1. Alter the memorial design.
2. Alter the location of the memorial.
3. Take no action.

**V. ATTACHMENTS**

1. Project Power Point
2. Project narrative
3. Parcel overview: APN: 127-010-07
4. TRPA Findings
5. MOU between Incline Tahoe Foundation and Incline Village General Improvement District

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 4<sup>th</sup>, 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](mailto: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 4<sup>th</sup> 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).

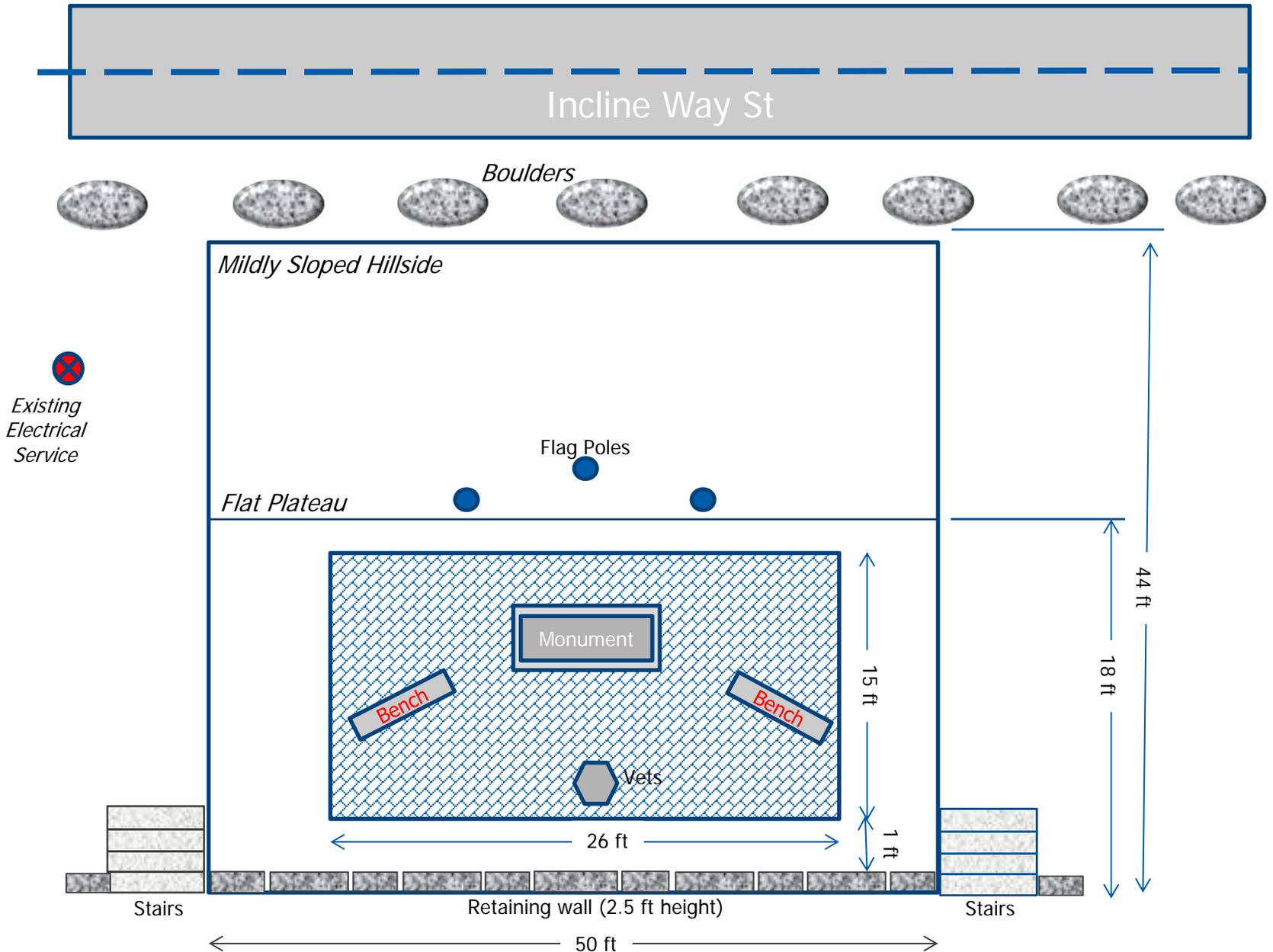
**Public Address** – Raised platform above viewing audience.

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

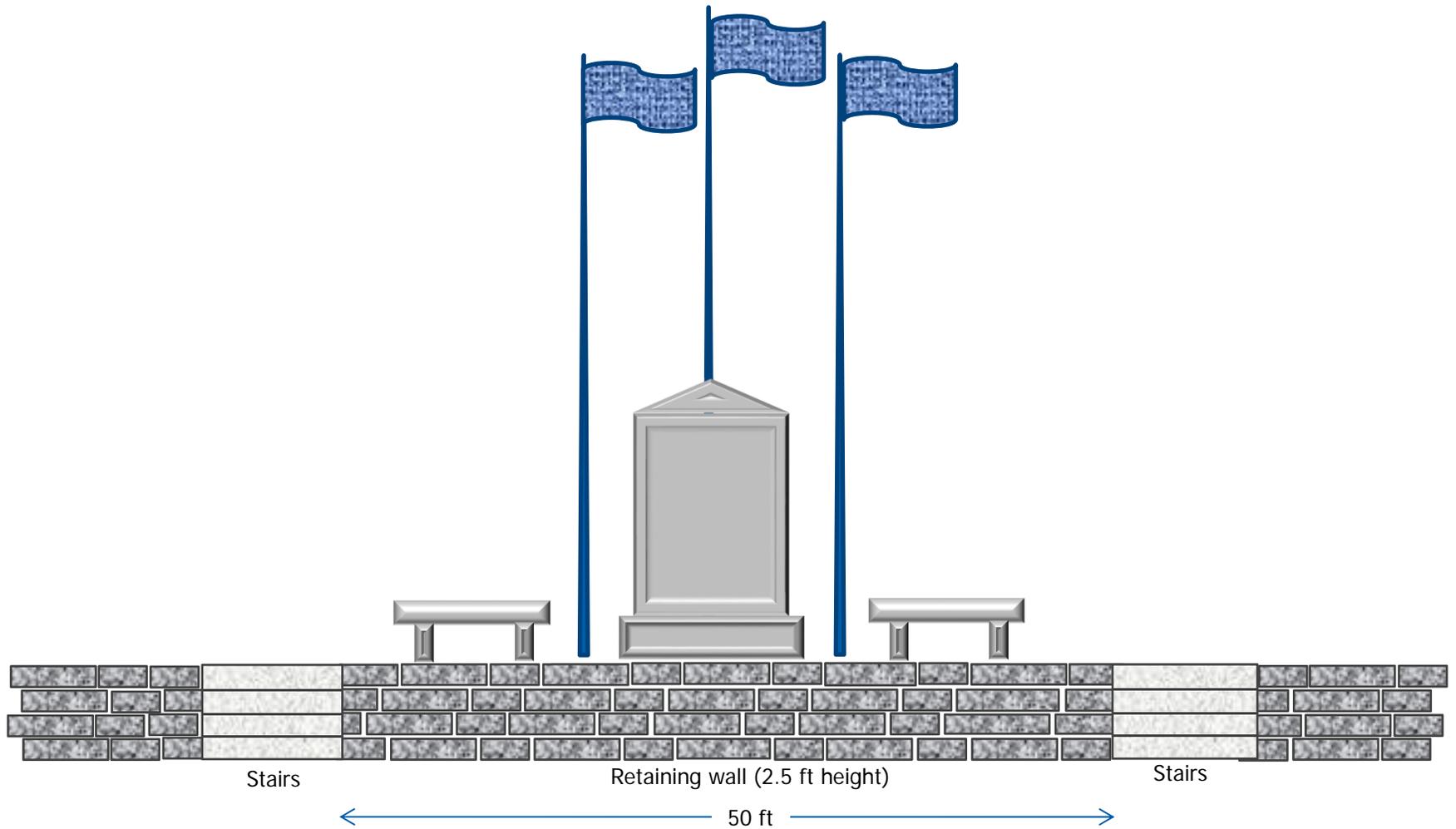
**Utilities** – Electrical Service nearby.

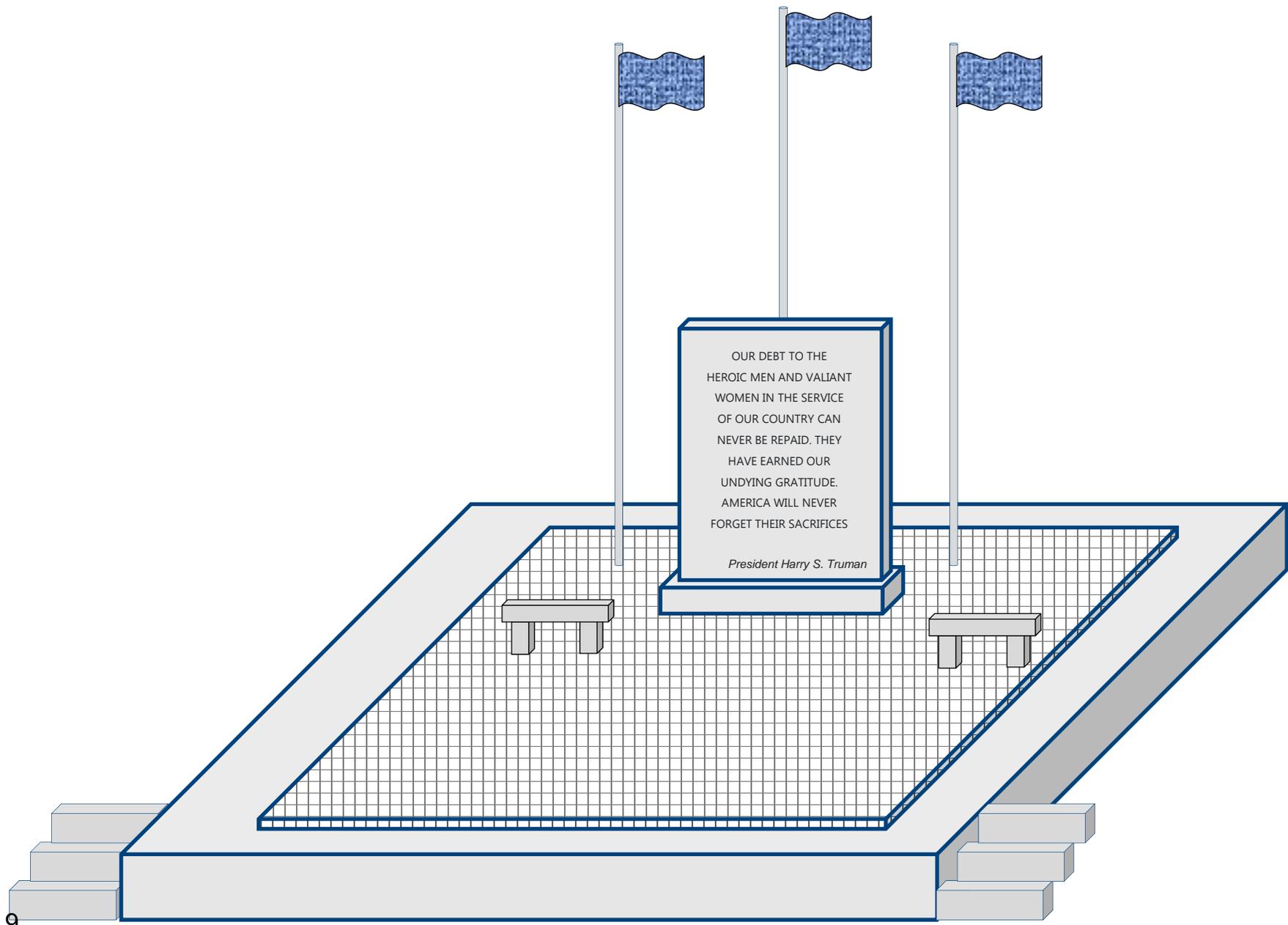
- There is an existing IVGID Parks & Recreation electrical subpanel (metered) 50 feet away.
- It could be assessed to provide electrical power for public address equipment, lighting, etc.

# Proposed Layout - Top Down view



# Proposed Layout – Front view

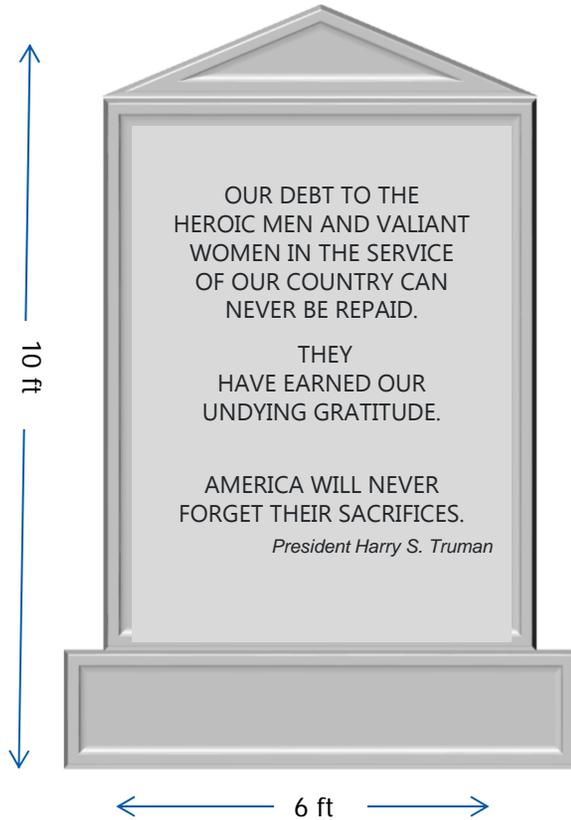




OUR DEBT TO THE  
HEROIC MEN AND VALIANT  
WOMEN IN THE SERVICE  
OF OUR COUNTRY CAN  
NEVER BE REPAID. THEY  
HAVE EARNED OUR  
UNDYING GRATITUDE.  
AMERICA WILL NEVER  
FORGET THEIR SACRIFICES

*President Harry S. Truman*

# 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)



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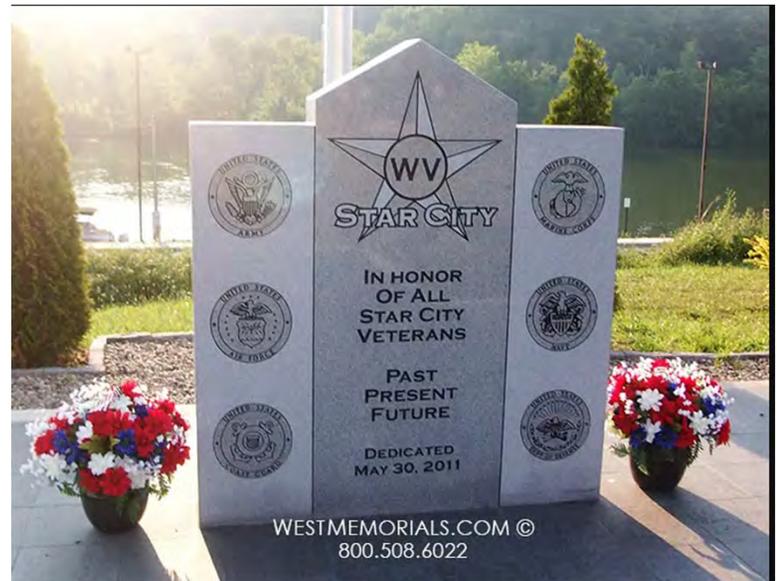


HERE WE MARK THE PRICE  
OF FREEDOM

# 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](mailto: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 4<sup>th</sup>, 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 4<sup>th</sup>, 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 4<sup>th</sup> 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**

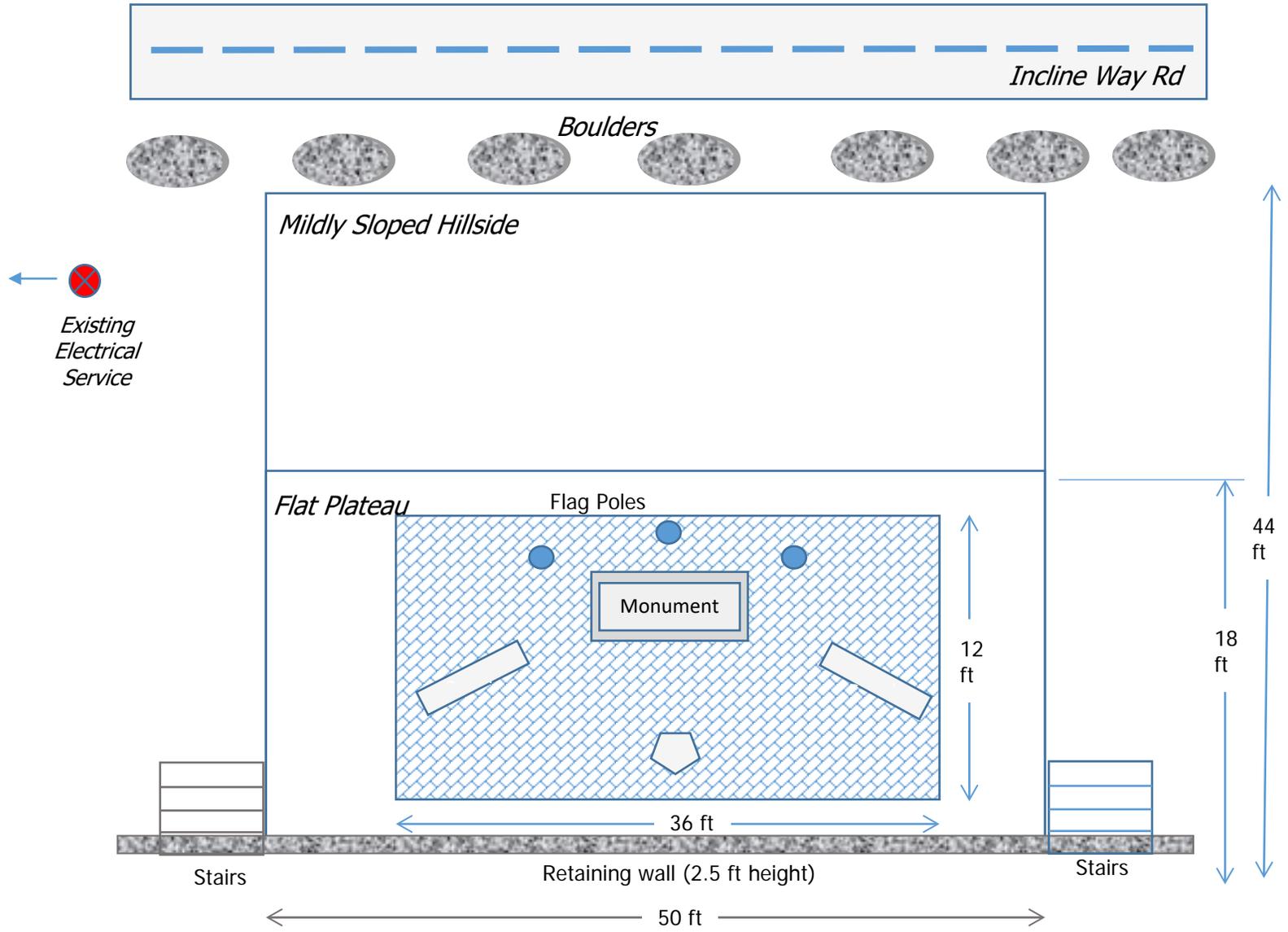
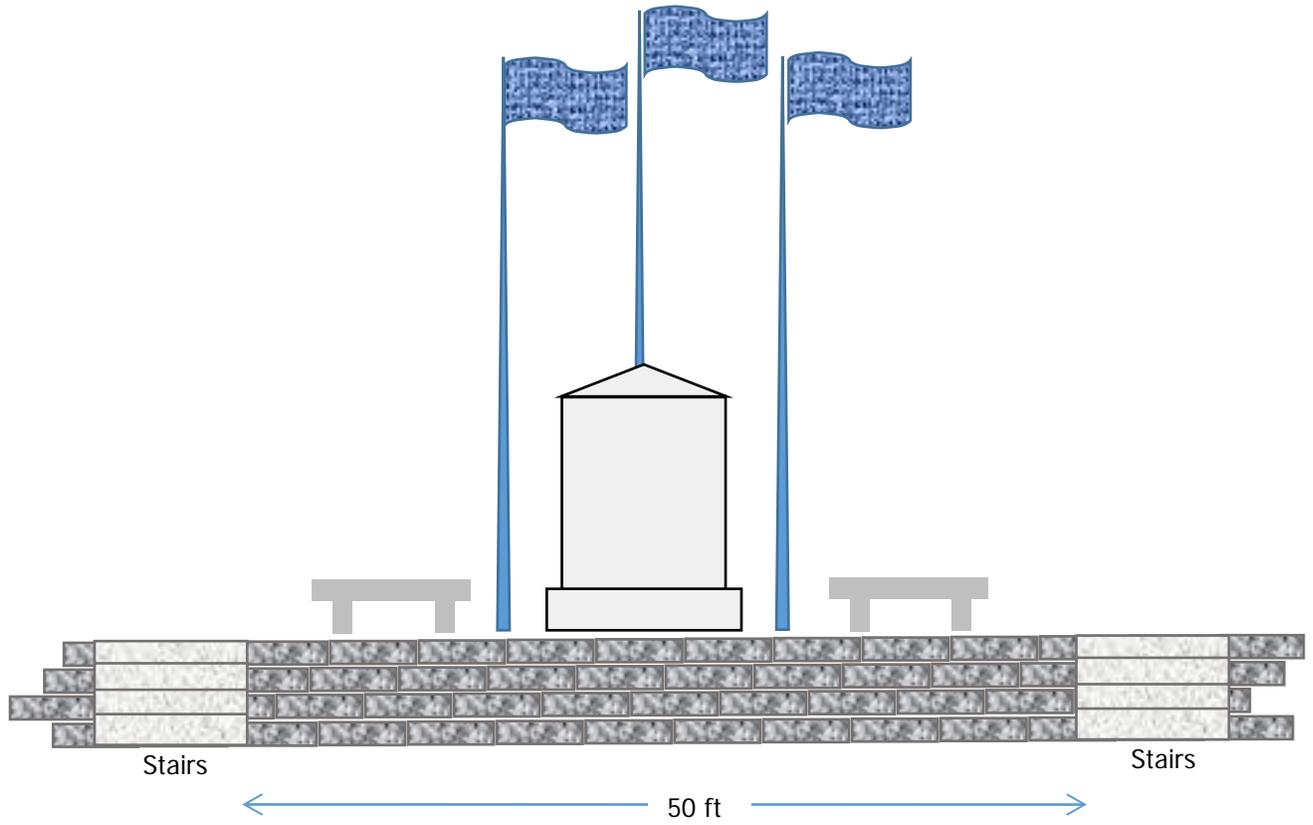


Figure C Proposed Monument - Frontal Layout



**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)

<b>1.0</b>	<b>Site Location</b>	
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
<b>2.0</b>	<b>Pad</b>	
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)
<b>3.0</b>	<b>Monuments</b>	
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
<b>4.0</b>	<b>Benches</b>	
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
<b>5.0</b>	<b>Flag Poles</b>	
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
<b>6.0</b>	<b>Electrical</b>	
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

(<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 ft<sup>2</sup> (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>)

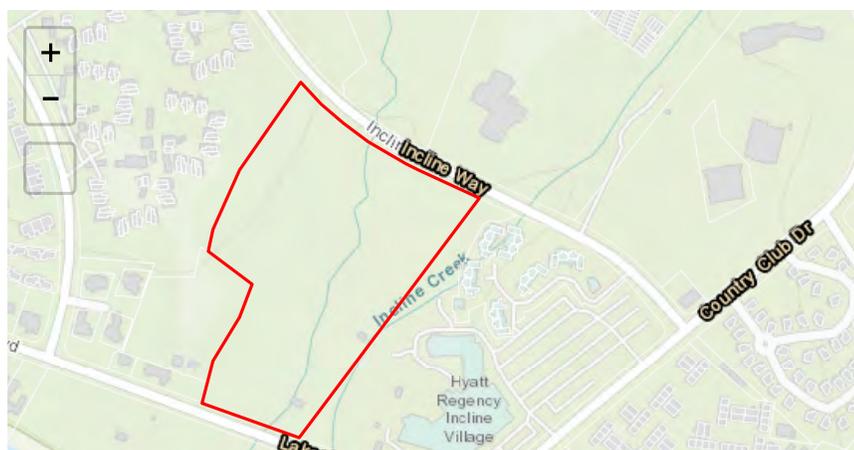
**HRA**

Incline

**Retired From Development**

No

### MAP





### BMP COMPLIANCE STATUS

View this Parcel in the BMP Database

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

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

<b>BMP Certificate Issued?</b>	Yes
<b>BMP Certificate Issued Date</b>	11/9/2012
<b>BMP Certificate Number</b>	15352
<b>Source Control Certificate Issued?</b>	No

---

<b>Area-wide Treatment Participant</b>	No
<b>Special Circumstances</b>	<i>No record of any special circumstances</i>
<b>Infiltration Rate (KSat)</b>	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

<b>Determination Date</b>	10/28/2010
<b>Estimated or Verified</b>	Verified

#### Notes

**File or Case Number** Not available

**Site Plan**



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

45df305814c7)

### RECORDED LAND CAPABILITIES

#### BAILEY 6

<b>Area</b>	782,554 ft <sup>2</sup>
<b>Base Allowable Coverage</b>	234,766 ft <sup>2</sup>
<b>Base Allowable Percent</b>	30%

**RECORDED AREA FOR ALL LAND CAPABILITIES**

Total Recorded Area	782,554 ft <sup>2</sup>
Total Base Allowable Coverage	234,766 ft <sup>2</sup>

**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**

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

**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,	Result
06/18/2014	TREE2014-0318 (ht	Building/ERS/Permits/Tree Removal	Permit#7956	Project

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.lake	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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## Proposed Project Description

**General Project:** *The subject project is a general landscaping & minor grading of an existing Recreational property owned by Incline Village General Improvement District (IVGID). It identifies a small elevated terrace above the northern end of the Village green plateau, located along Incline Way, to be landscaped to install a cobblestone plaza, in support of the installations of a War Memorial at the site. Also to make it more consistent with adjacent landscaped areas. As proposed, a thin layer (5 inches) of top-soil material will be excavated as part of the general landscaping plan to install a granite cobblestone plaza. The level ground slope will remain intact and existing native plants will remain unharmed.*

*The proposed layout exploits the existing topology of the northern end of the Village Green site (Figure 1). There is an existing 2.5 foot stone retaining Wall, with a flat plateau area and a gently sloping rise to the street level at Incline Way (Figure 2).*

*As illustrated in Figure 3, the northern-most Village Green Terrace area is approximately 200 feet wide by 44 feet deep. As shown, the proposed memorial plaza shall be centered between the two stairways and covers a 25 foot wide by 15 foot depth. The parcel size (APB-127-010-07) is verified at 782,554 feet squared. It is graded at a BAILEY 6 level (30% base allowable percent). This would yield a Base allowable coverage of 234,766 sf. There is a verified 82,113 sf of total existing coverage (VBO C2010-0711). The project is adding 375 square feet of coverage to the area, well within the allowable coverage.*

*Since the area is flat, no additional grading (beyond excavation for the plaza) of the area shall be required. As calculated in Figure 4, the excavated soil shall be less than or equal to 6.8 cubic yards. Base material (2 inches of crushed granite/sand) will be filled into the excavated area as a foundation for the installed cobblestone. This estimated 6.8 cubic yards of soil will be evenly spread across the subject 8,800 square foot area (i.e., to fill low spots). The existing elevation contours across this area will remain intact. Any excess excavated soil will be removed from the site.*

*The layout is centered by a War Memorial. The Front edge of the Plaza is 2 feet from the retaining Wall's leading edge. And the 3 x 6 by 1.5 foot depth concrete foundation shall be laid (with rebar reinforcement) to provide both vertical and lateral support the granite Monument structure. The rear edge of the footing shall be 1 foot from the cobblestone plaza's rear edge.*

*The plaza surface (Figure 5) shall be constructed from 4 x 4 x 4 inch grey Granite cobblestones. The stones shall be laid upon a 2 inch crushed granite/sand base and the finished surface shall be level ( 1 inch height) with the ground. There shall be 1 inch gaps between the cobblestones filled with sand to improve water runoff / percolation to the ground below, to allow for vegetation growth, and to minimize any coverage impacts.*

*No structure will be impacted by this project. The subject property is zoned Recreational, with the only structure (rest room facility) over 300 yards away. It is along an existing paved Road (Incline Way), which provides full access to all subject grading areas.*

The Subject Property is at an elevation of 6,400 feet, well above the average Lake Tahoe 6,223 foot water level. The Subject Property does not have any grading or filling of lands within a 100 year flood plain. It is located near two streams that may flood. It is situated between the 3<sup>rd</sup> and Rosewood Creeks. Which are both over 100 feet away and about 6 feet below the plaza surface.

**BMPs** A BMP Certificate of Completion (Certificate Number 15352, dated November 09, 2012) shows that the subject property has been inspected for and determined to be in compliance with the Best Management Practices (BMP's) pursuant to paragraph 25.3 of the TRPA Code of Ordinances. These existing BMP's are not affected/impacted by the Proposed Grading Project.

The project is adding 375 fs of coverage and new disturbance to the Site's overall area. All existing BMP's will remain intact and all BMP's associated with the house will be remediated (i.e. remove of debris covering infiltration trench) and augmented as required. Temporary Best Management Practices (BMPs) will be implemented during construction including sediment barriers. Permanent BMPs will include revegetation over any area disturbed by the project.

**Grading** - The proposed Grading Project is planned to be initiated after May 1<sup>st</sup>, 2024. The Grading Project shall be completed by and there shall be no grading or land disturbance performed with respect to the project after October 15<sup>th</sup>, 2019. Grading will be delayed/suspended any time of the year during periods of precipitation and for the resulting period of time when the site is covered with snow, or is in a saturated, muddy, or unstable condition. Given the Property's higher elevation (approx. 6,400 feet in altitude) and flat elevation slope, the possibility in water table interception is very low.

No trees of any size interfere with the proposed Grading Plan, nor are any trees to be removed from the Village Green Site. The excavation is designed such that no damage occurs to mature trees, including root systems, and hydrologic conditions of the soil. All adjacent trees shall be protected to ensure damage will not occur as a result of the excavation.

Temporary Best Management Practices (BMPs) will be implemented during construction including sediment barriers and vegetation protection fencing. All existing BMP's will be maintained to prevent any surface-water, ground-water or subsurface water flow from leaving the project area as surface flow.

The nearest Scenic Highway Corridor is the Mt. Rose Highway (Route 431). The subject Property is below the Mt Rose Highway in elevation, with another street (Incline Way) intervening and running parallel to Mt Rose Highway. A significant number of large trees (Firs & Pines) and Brush (Manzanita, Alder, etc.) shield the property from Scenic Highway Corridor view. No significant changes to the existing property elevation contours nor the removal of Trees and Brush are proposed.

The proposed Grading Project is not located within any existing shore-zone and lake-zone, nor is it in the immediate vicinity of any littoral parcel, stream channels, or other stream environment zones that may physically alter the natural characteristics of any stream. No modifications of existing uses or structures will be undertaken to assure compatibility.

*The overall property elevation contours will be maintained and the use of excavated top soil will be minimized. It consists of four (4) related sub-elements,*

- 1. General Landscaping of Property**
- 2. General Gardening / Existing Vegetation**
- 3. Clean-up of an Existing Retaining Wall**
- 4. Remediation of existing BMPs**

*Each of these (4) sub-elements are described in the following sections.*

**General Landscaping of Site**

*As shown in the subject property photographs, a natural mildly sloping ground area above a stone embankment exists along the property's Burgundy Road downslope. This area will be cleaned up to remove and relocate small surface stones. All large surface Boulders will remain in place as natural landscaping features. No sub-surface nor slope-bearing stones/boulders will be impacted. All material will be retained on the property and distributed/used within the proposed Grading Plan.*

**General Gardening of Property**

*Existing grass and trees within the area will be unaffected /undamaged. In addition, Native Grasses will be planted to stabilize the affected area. Top-cover soil will be evenly spread across the affected surface to further stabilize the level plateau.*

**Clean-up of an Existing Retaining Wall**

*As shown in the subject property photographs, a pre-existing stone retaining wall exists below the elevated plateau. This Terrace sits about 2.5 feet along the upper edge of a flat portion of the Village Green Site. These existing stones will remain in place. The existing ground elevation contours will remain intact.*

**Remediation of existing BMPs**

*All existing BMP's associated with the house perimeter will be remediated (i.e. remove of debris covering infiltration trench) and gravel augmented as required.*

## Proposed Grading Plan Findings

### General Findings:

*In accordance with Sections 4.2 and 4.3, the proposed Grading Project has been evaluated against all Tahoe Regional Planning Agency (TRPA) and Washoe County standard conditions per Attachment Q, Standard Conditions of Approval for Grading Projects. In summary,*

*(a) The project is consistent with, and will not adversely affect implementation of the Regional Plan, including all applicable Goals and Policies, plan area statements and maps, the Code and other TRPA plans and programs.*

*(b) The project will not cause the environmental threshold carrying capacities thresholds to be exceeded; and*

*(c) All Federal, state or local air and water quality standards applicable for the region, whichever are strictest, are maintained pursuant to Article V(d) of the Tahoe Regional Planning Compact.*

### Waiver of Infiltration Requirements

**Requirement:** *Best Management Practice (BMP) requirements: Standard conditions of approval for this project shall meet the following requirements:*

*a. Runoff Water: Runoff water from impervious surfaces shall meet the discharge standards of Chapter 60.1.3 and shall be controlled as follows:*

*(1) Infiltration Requirements: Except as provided in section 60.4.8, infiltration facilities to discharge runoff to groundwater shall be required. Infiltration facilities shall be designed to accommodate the volume from a twenty year, one hour storm. An average intensity of 1 inch per hour can be used for this calculation. Infiltration facilities shall be designed utilizing the methodology set forth in the BMP Handbook. The bottom of infiltration trenches or dry wells shall be a minimum of one foot above the seasonal high water table. If TRPA finds that the runoff from impervious surfaces from a twenty year, one hour storm will infiltrate naturally on the parcel, TRPA may waive the requirement to install infiltration facilities.*

**Findings: Not Applicable** - *The project complies with the requirements to install BMPs as set forth in Section 60.4.3. A BMP Certificate of Completion (Certificate Number 15352, dated November 09, 2012) shows that the subject site has been inspected for and determined to be in compliance with the Best Management Practices (BMP's) pursuant to paragraph 25.3 of the TRPA Code of Ordinances. These existing BMP's are not affected/impacted by the Proposed Grading Project. A Waiver of Infiltration Requirements is not required.*

**Paved Road Waiver –**

**Requirement:** All projects described in Section 32.2, and which require vehicular access, shall be served by a paved roadway. To be considered served, a right-of-way or easement shall abut the driveway serving the parcel and shall contain a paved roadway of adequate size and construction to accommodate the vehicular traffic resulting from the project.

**Findings: Not Applicable -** The Subject Property is along Incline Way, which provides full access to all subject grading areas. A Paved Road Waiver is not required.

**Grading and Filling of Lands within the 100 Year flood plain**

**Requirement:** Additional development, grading, and filling of lands within the 100-year flood plain is prohibited.

**Findings: Not Applicable -** The Subject Property is at an elevation of 6,400 feet, well above the Lake Tahoe 6,227 foot water level. While it is located between two streams (3<sup>rd</sup> Creek and Rosewood Creek) that may flood. The Subject site sites over 4 feet above the water level and does not have any grading or filling of lands within a 100 year flood plain.

**Historic Resource Demolition**

**Requirement:** Projects Relating to Historic Resources: As part of the application for a project affecting designated historic resources, TRPA may require a report documenting compliance with the standards. The report may be submitted to the applicable state's historic preservation office for review. Projects and activities affecting designated resources shall comply with the following standards:

**Demolition:** Historic resources shall not be demolished, disturbed, or removed, unless TRPA finds that:

- (a) The action will not be detrimental to the historic significance of the resource;
- (b) The action is pursuant to a recovery plan approved by the applicable state historic preservation officer; or
- (c) It is the only feasible alternative to protect the health and safety of the public.

**Findings: Not Applicable –** The subject property is zoned Recreational, with two park benches occupying at the site. There are no Historic Resources situated on this property. Furthermore, this project's scope is limited to minor Landscaping activities. No structure will be impacted by this project.

## **Grading**

### **Grading Season Exceptions**

**Requirement:** There shall be no grading or land disturbance performed with respect to the project between October 15<sup>th</sup> and May 1<sup>st</sup>. Grading is also prohibited any time of the year during periods of precipitation and for the resulting period of time when the site is covered with snow, or is in a saturated, muddy, or unstable condition. Season Exceptions- TRPA may approve grading after October 15 if TRPA finds either that an emergency exists and the grading is necessary for the protection of public health or safety, or that the grading is for erosion control purposes or protection of water quality.

**Findings:** The proposed Grading Project is planned to be initiated after May 1<sup>st</sup>, 2024. The Grading Project shall be completed by and there shall be no grading or land disturbance performed with respect to the project after October 15<sup>th</sup>, 2024. Grading will be delayed/suspended any time of the year during periods of precipitation and for the resulting period of time when the site is covered with snow, or is in a saturated, muddy, or unstable condition. No Grading Season Exceptions will be required.

### **Groundwater Interception**

**Requirement:** Groundwater interception or interference is prohibited except as set forth below: (2) TRPA may approve exceptions to the prohibition of groundwater interception or interference if TRPA finds that Retaining Walls are necessary to stabilize an existing unstable cut or fill slope.

**Findings:** No excavations are proposed as part of the proposed Grading Plan. Given the Property's elevation (approx. 6,400 feet in altitude) and elevation slope, the possibility in water table interception is very low. Temporary Best Management Practices (BMPs) will be implemented during construction including sediment barriers and vegetation protection fencing.

### **Excavation in excess of 5 foot depth**

**Requirement:** Excavations in excess of 5 feet in depth or where there exists a reasonable possibility of interference or interception of a water table, shall be prohibited unless TRPA finds that:

(1) A soils/hydrologic report prepared by a qualified professional, whose proposed content and methodology has been reviewed and approved in advance by TRPA, demonstrates that no interference or interception of groundwater will occur as a result of the excavation; and

(2) The excavation is designed such that no damage occurs to mature trees, except where tree removal is allowed pursuant to Subsection 33.6.5, including root systems, and hydrologic conditions of the soil. To ensure the protection of

vegetation necessary for screening, a special vegetation protection report shall be prepared by a qualified professional identifying measures necessary to ensure damage will not occur as a result of the excavation; and

(3) Excavated material is disposed of pursuant to Section 33.3.4 and the project area's natural topography is maintained pursuant to Subparagraph 36.5.1.A; or if groundwater interception or interference will occur as demonstrated by a soils/hydrologic report prepared by a qualified professional, the excavation can be made as an exception pursuant to Subparagraph 33.3.6.A.2 and measures are included in the project to maintain groundwater flows to avoid adverse impacts to SEZ vegetation, if any would be affected, and to prevent any groundwater or subsurface water flow from leaving the project area as surface flow.

**Findings: Not Applicable** - No excavations in excess of 5 feet are proposed as part of the Grading Plan. Given the sites higher elevation (approx. **6,400 feet** in altitude) above the Village Green surface, the possibility in water table interception is very low.

The landscaping project is designed such that no damage occurs to mature trees, including root systems, and hydrologic conditions of the soil. All adjacent trees shall be protected to ensure damage will not occur as a result of the excavation. Temporary Best Management Practices (BMPs) will be implemented during construction including sediment barriers and vegetation protection fencing.

All fill material will be distributed/used within the proposed Grading Plan. The fill material will be spread evenly across the adjacent ground as part of the general landscaping plan (i.e., to fill low spots), while maintaining the existing elevation contours. All existing BMP's will be maintained to prevent any surface-water, ground-water or subsurface water flow from leaving the area as surface flow.

### **Tree Removal**

**Requirement:** Late Seral/Old Growth Enhancement and Protection: In addition to other code sections the following standards will govern forest management activities and projects.

- a. Standards for Conservation and Recreation Lands: Within lands classified by TRPA as conservation or recreation land use or Stream Environment Zones, any live, dead or dying tree greater than or equal to 30 inches diameter at breast height (dbh) in west side forest types shall not be cut, and any live, dead or dying tree greater than or equal to 24 inches diameter at breast height in eastside forest types shall not be cut.
- b. The cutting, moving, removing, killing, or materially damaging of live trees, the removal of disease-infested and hazardous trees, and the attachment of appurtenances to trees, shall comply with this chapter. Except as provided in subsections 61.1.7.B, and 61.1.7.J, all cutting of trees 14 inches diameter at breast height (dbh) and larger shall require approval by TRPA. Permits shall be granted or

*denied in conformity with the provisions of this chapter. Such tree-related projects and activities also shall conform to the other provisions of the Code.*

**Findings: Not Applicable** – *No trees (of any size) interfere with the proposed Grading Plan, nor are any trees to be removed from the Property.*

### **Fish Habitat Protection**

**Requirement:** *Fish habitat consists of a complex set of elements such as spawning and nursery or rearing areas, food supply, and escape cover. Areas of prime fish habitat are subject to verification by TRPA and are defined in Chapter 90. Stream habitat shall be protected as follows:*

*(a) Artificial modifications to stream channels, or other projects, activities or uses in stream environment zones that may physically alter the natural characteristics of the stream, shall not be permitted unless TRPA finds that such actions avoid significant adverse impacts to the fishery or are otherwise allowed under the Code.*

**Findings: Not Applicable** - *The proposed Grading Project is not located within any stream channels, or other stream environment zones that may physically alter the natural characteristics of any stream, nor is it in the immediate vicinity of any prime fish habitat. It is thus compatible all Fish habitat protection requirements consisting of a complex set of elements such as spawning and nursery or rearing areas, food supply, and escape cover.*

### **Water Quality Mitigation**

**Requirement:** *Required Offsets: All projects and activities which result in the creation of additional impervious coverage shall completely offset the potential water quality impacts of the project through one, or a combination, of the following methods:*

- a. Mitigation Projects: Implementation of offsite water quality control projects or stream environment zone restoration projects as a condition of project approval, and pursuant to TRPA guidance on identification, design, and effectiveness of offsite mitigation projects. Applicants who wish to exercise this option shall include plans for the offsite mitigation project with their application. TRPA shall approve the offsite mitigation plans in conjunction with the approval of the project. Before issuing an approval, TRPA shall find that the offsite mitigation proposal completely offsets the expected impacts of the project.*
- b. Source Water Protection: To protect public health and to insure the availability of safe drinking water, TRPA shall review proposed projects identified as possible contaminating activities to source water which are located within a source water protection zone depicted on TRPA Source Water Assessment maps according to the following standards and procedures:*

- c. d. *Review of Proposed Possible Contaminating Activities located in Source Water Protection Zones: Proposed uses determined by TRPA to be projects that are identified as a Possible Contaminating Activity, with a project area located in a source water protection zone, shall not be approved.*

**Findings:** A BMP Certificate of Completion (Certificate Number 15352, dated November 09, 2012) shows that the subject site has been inspected for and determined to be in compliance with the Best Management Practices (BMP's) pursuant to paragraph 25.3 of the TRPA Code of Ordinances. These existing BMP's are not affected/impacted by the Proposed Grading Project.

The parcel size (APB-127-010-07) is verified at 782,554 feet squared. It is graded at BAILEY 6 level (30% base allowable percent). This would yield a Base allowable coverage of 234,766 sf. There is a verified 82,113 sf of total existing coverage (VBO C2010-0711). The project is adding 375 square feet of coverage to the area, well within the allowable coverage. Less than 7 yards of soil is being disturbed. This project will be restoring the proposed disturbed area on a 1 to 1 basis. Furthermore, all existing BMP's associated with the site perimeter will be remediated (i.e. remove of debris covering existing retaining wall) and augmented as required.

Temporary Best Management Practices (BMPs) will be implemented during construction including sediment barriers. Permanent BMPs will include revegetation over the entire area disturbed by the project.

#### **Scenic Quality Standards:**

**Requirement:** All projects and activities shall comply with the Scenic Quality Standards. Prior to approving a project which may potentially affect an identified scenic resource, TRPA shall find that the project is consistent with applicable recommendations for preserving scenic quality found in the 1993 Lake Tahoe Basin Scenic Resource Evaluation.

With the establishment of Scenic Highway Corridors, TRPA and other public agencies within the Tahoe Region shall maintain and enhance viewing opportunities, whenever feasible, by establishing Scenic Highway Corridor Design Standards. TRPA, through the project review process shall ensure that view sheds and view corridors along the scenic highway corridors are maintained and enhanced. All projects which are within the natural /scenic highway corridors shall meet the design standards listed in 66.2.4, in addition to other applicable design standards.

**Findings:** The nearest Scenic Highway Corridors are the Mt. Rose Highway (Route 431) and the Lakeshore Drive. The subject site is well below the Mt Rose Highway in elevation. A significant number of large trees (Firs & Pines) and Brush (Manzanita, Alder, etc.) shield the property from both Scenic Highway Corridor views. Furthermore, all proposed Grading is shadowed (up-slope) by the existing elevation slope to Lakeshore Blvd. No significant changes to the existing site elevation contours nor the removal of Trees and Brush are proposed.

### **Shore-zone or Lake-zone**

**Requirement:** A project in the shore-zone or lake-zone shall not be approved unless TRPA finds that the project will not adversely impact:

- (a) Littoral processes;
- (b) Fish spawning;
- (c) Backshore stability; or
- (d) On-shore wildlife habitat, including waterfowl nesting areas;

**Finding: Not Applicable** - The project is not located within an existing shore-zone and lake-zone, nor is it in the immediate vicinity of any littoral parcel. It is thus compatible with existing shore-zone and lake-zone uses or structures on, or in the immediate vicinity of the littoral parcel. No modifications of existing uses or structures will be undertaken to assure compatibility.

### **Need To Prepare EIS:**

**Requirement:** Except for planning matters, ordinary administrative and operational functions of TRPA, or exempt classes of projects, TRPA shall use either an initial environmental checklist or environmental assessment to determine whether an environmental impact statement shall be prepared for a project or other matter.

**Findings: Not Applicable** - The proposed Grading Project does not have a significant effect on the environment and a finding of no significant effect shall be prepared in accordance with TRPA's Rules of Procedure.

### **Best Management Practice (BMP) Requirements**

**Requirement:** A standard condition for grading project approval is that it shall meet BMP Runoff Water requirements. Runoff water from impervious surfaces shall meet the discharge standards of Chapter 60.1.3 and shall be controlled through Infiltration facilities to discharge runoff to groundwater. Infiltration facilities shall be designed to accommodate the volume from a twenty year, one hour storm (Note: An average intensity of 1 inch per hour can be used for this calculation). Infiltration facilities shall be designed utilizing the methodology set forth in the BMP Handbook. The bottom of infiltration trenches or dry wells shall be a minimum of one foot above the seasonal high water table. If TRPA finds that the runoff from impervious surfaces from a twenty year, one hour storm will infiltrate naturally on the parcel, TRPA may waive the requirement to install infiltration facilities.

The impacts of the coverage and disturbance shall be fully mitigated through means including, but not limited to, the Application of best management practices; and

*the Restoration, in accordance with Section 22.7.3, of land in Land Capability Districts 1a, 1c, 2 and 3 in the amount of 1.5 times the area of land in such districts covered or disturbed for the project beyond that permitted by the coefficients in Subsection 30.4.*

*Temporary Best Management Practices (BMPs) will be implemented during construction including sediment barriers and vegetation protection fencing. Permanent BMPs will include revegetation over the entire area disturbed by the project.*

**Findings:** *The project complies with the requirements to install BMPs as set forth in Section 60.4.3. A BMP Certificate of Completion (Certificate Number 15352, dated November 09, 2012) shows that the subject property has been inspected for and determined to be in compliance with the Best Management Practices (BMP's) pursuant to paragraph 25.3 of the TRPA Code of Ordinances. These existing BMP's are not affected/impacted by the Proposed Grading Project.*

*The project is adding 375 square feet of coverage to the area. This coverage is a permeable cobblestone granite (4 inch squares with sand filled joints), which is exempt. Less than 7 yards of soil is being disturbed. Therefore it is not required to provide 1.5 times the amount of restoration needed. This project will be restoring the proposed disturbed area on a 1 to 1 basis. Furthermore, all existing BMP's associated with the house perimeter will be remediated (i.e. remove of debris covering infiltration trench) and augmented as required.*



Incline-Tahoe Parks and Recreation  
Vision Foundation, Inc.  
DBA Incline Tahoe Foundation  
948 Incline Way  
Incline Village, NV 89451

Date: June 19, 2024

To: Bobby Magee, IVGID General Manager  
IVGID Board of Trustees

From: Dolores Holets, ITF Board President

**Subject: Draft Grant Agreement between ITF and IVGID for the War Memorial Plaza**

The attached DRAFT Grant Agreement is submitted to the IVGID BOT for the War Memorial Plaza, initially proposed by Mr. Michael Gross at the BOT meeting, dated May 8, 2024. Because the site for the plaza has not received approval from the BOT, there are many elements of this subcontract that cannot be addressed, such as the Work Breakdown Structure, the Statement of Work, and Design Specifications. Additionally, the site must be evaluated by IVGID Engineering to determine its viability. There are also sections that are included in the document that may not be appropriate or applicable after all issues are resolved.

While the donor has generously committed \$110,000 to this project, there are questions that must be addressed before a full grant agreement subcontract can be formally submitted to IVGID by ITF. These include, but are not limited to:

1. Site approval by the IVGID BOT.
2. What is the timing of the project – current or next fiscal year?
3. What is the total budget and ongoing costs for the project?
4. What is the timing for TRPA to look at the site?
5. Is the site in a designated stream zone?
6. What permits are required and the cost of those permits?
7. What engineering is required by Washoe County and the cost of that engineering?
8. What are IVGID labor and construction costs?
9. Does IVGID factor in staff time within its budget for these projects? What are the rates?
10. What are the bidding processes?
11. What is the timing of the bidding process?
12. Does IVGID allow directed procurements?
13. What is IVGID's procedure for approving donated assets?
14. What are the projected on-going maintenance costs and who is the responsible party or parties. Will IVID require an established endowment fund?
15. Any other issues that arise.

*The Incline Tahoe Foundation is a 501(c)3 non-profit organization, tax ID number 27-0823168*



**June 19, 2024**

**Page 2**

The board of ITF would again like to reiterate our support for the War Memorial project presented by Michael Gross at the May 8, 2024 IVGID Board of Trustees meeting. As indicated in the historical perspective of ITF, submitted to the BOT as part of the public record on May 20, 2024, ITF has always valued its relationship with IVGID. Together, we have collaborated on successful projects that have benefitted the community. It is because of generous donors, like Mr. Gross, that we are able to provide residents and visitors with recreational opportunities and places for remembrance and patriotism that Incline Village would not otherwise have. Because the War Memorial project fits with ITF's mission statement, the foundation would be honored to work with IVGID.

ITF recognizes that board approval is the first step in determining the full scope of the agreement between ITF and IVGD. It is ITF's sincere hope that IVGID recognizes the generosity of Mr. Gross and the value of the project.

**War Memorial Plaza  
DRAFT Grant Agreement**

This Subcontract is made and entered into as of this (XX) day of July 2024 by and between the Incline Village General Improvement District ("District"), a municipal corporation and Incline Parks and Recreation Vision Foundation, Inc. dba Incline Tahoe Foundation (ITF), a 501(c)(3) corporation.

**RECITALS**

- A. Whereas, the DISTRICT owns certain real property known as the Village Green located along Incline Way, Incline Village, NV 89451, APN 131-240-02;
- B. Whereas, Village Green includes an elevated terrace at the northern most end of the parcel which is available to both Residents and Non-Residents. Designated the "Memorial site".
- C. Whereas, a private community member ("DONOR") is interested in the emplacement of a Memorial Plaza at the Village Green and who has approved grant funds to Incline Tahoe Foundation (ITF) to provide non-profit status and act as the lead organization to work with DISTRICT (See Exhibit A - Commitment Letter)
- D. Whereas, the DISTRICT desires ITF to assist with funding of the Memorial Plaza installation;
- E. Whereas, the District possesses the skills, tools, and knowledge to perform such installation; and
- F. Whereas, ITF possesses the skills, tools, and knowledge to perform grant management for installation of the Memorial Plaza.
- G. Whereas, a Directed Procurement means procurement of an item or task where the source of the funds (DONOR) directs from whom the item is to be procured or imposes requirements on how the procurement is to be administered.

Now therefore, the parties agree as follows:

**1. Facilities Defined.**

- 1.1 **Included Facilities.** The following list of facilities (are subject to this agreement and included within the Scope of responsibilities set forth herein:
  - 15-foot depth by 25-foot width plot of land
  - Cobblestone Plaza
  - War Memorial

- Three 25-foot Flag Poles and flags
- Veterans Memorial (unfunded option)
- Two Granite Benches (unfunded option)

- 1.2 **Excluded Facilities.** The following facilities are not subject to this agreement and remain the DISTRICT's responsibility for operation and maintenance:
- Irrigation and Watering System; repair and replacement.
  - Parking Lots and ADA Parking
  - Park – Trash/Recyclable
  - On-going maintenance of the Village Green.

2. **Scope of Work.** The DISTRICT shall provide all management, supervision, estimating, labor, materials, tools, and equipment necessary for the performance of and installation for work described in the Statement of Work (SOW) issued by the ITF and accepted by the DISTRICT.

This Subcontract consists of the following listed documents:

- Work Breakdown Structure (WBS) – Exhibit B
- Statement of Work (SOW) – Exhibit C
- Design Specification – Exhibit D

3. **Donated Assets.** The Monument will be donated to the DISTRICT as a tangible Asset. The DISTRICT will have final approval of the proposed design (material, dimensions, inscriptions) and full cognizance and oversight of the Monument's installation on IVGID Property.

- 3.1 **The Granite Monument Quarry & Fabrication.** The design of the proposed War Memorial was selected from the proprietary design portfolio of West memorials, who specializes in Veteran & War memorials. This design is their intellectual property. Furthermore, the size and weight of the proposed Monument exceeds the capability/capacity of most monument fabricators. This shall include all transportation, crane, and installation efforts.

Paul West  
 West Memorials,  
 2481 Broad Avenue, Memphis, TN 38112  
 (901) 767-0026

4. **Directed Procurements.** Due to the limited scope of the cobblestone plaza, DONOR has elected to direct from whom the following item is to be procured and administered. The DISTRICT will follow its existing solicitation and procurement practices.

- 4.1 Granite Cobblestone Plaza. The simplicity and small size of the granite cobblestone plaza leads to an installation cost that is approximately 75 percent granite cobblestone material, independent of any Contractor. Furthermore, Johansen Masonry has a longstanding and proven reputation for fabricating masonry projects (fireplaces, columns, patios, etc.) at the best estates in Incline Village. To expedite the source selection process, the DISTRICT shall, using its existing procurement solicitation & quotation processes, to secure a firm bid from,

Lance Broderoff  
Johansen Masonry,  
11036 W River St, Truckee, CA 96161,  
(530) 587-2259

5. **Inspection and Maintenance.** The DISTRICT agrees to inspect and maintain the Memorial Plaza pursuant to the terms and conditions of this Agreement. In addition, the Veterans Club on Incline Village has agreed (Exhibit E) to maintain the 3 flags (American, Nevada State, and MIA/POW), to remove and replace as necessary and to keep the Granite Monuments free from dirt and graffiti.
6. **DISTRICT Responsibilities.** The DISTRICT shall be responsible for the following:
- 6.1 Utilities. The DISTRICT shall be responsible for payment of all Village Green utilities.
- 6.2 Design, Permitting and Construction. Upon completion of the design and approval by the DISTRICT, ITF and the DONOR for the Memorial Plaza Installation, the District will follow Nevada Revised Statutes (NRS) 338 in publicly bidding the construction of the project. All permitting efforts for construction with Washoe County and the Tahoe Regional Planning Agency will be led by the DISTRICT.
- 6.3 Coordination and Communication. The DISTRICT shall provide a staff person who shall serve as the primary contact for coordination and direction of DISTRICT obligations under this agreement. Said staff person shall be the DISTRICT's Director of Parks and Recreation unless a different contact person is designated by the DISTRICT. All references in this agreement to coordination and communication with the DISTRICT shall be directed to the Director of Parks and Recreation or the designee. ITF shall also designate a primary point of contact for all coordination and direction of ITF obligations under this agreement. The primary point of contact must be a resident of Incline Village, NV.

- 6.4 Applications and permits for events which constitute Special Events as defined by the DISTRICT will be handled through the DISTRICT's Special Event permitting process. This includes, but is not limited to, any and all permits with Washoe County and the Tahoe Regional Planning Agency.
7. **ITF Responsibilities.** ITF shall perform the responsibilities as defined in the grant agreement with the DONOR, including management of grant funds and reporting.
8. **Compensation and Payment.** For the full and complete performance of all of its obligations hereunder, the DISTRICT agrees to accept, and ITF agrees to pay the budgeted sum defined in each WBS item issued and accepted, which sum includes all taxes, fees or other expenses which may be applicable. Said sum shall be paid in periodic installments due to the DISTRICT with ten (10) days of receipt of such invoices by ITF. The DISTRICT shall, upon request of ITF, furnish subordinate invoices, payroll reports, and such other documentation as ITF may need to satisfy periodic payment requests. ITF shall promptly communicate the DISTRICT's invoices to the DONOR.
9. **ITF Fees.** ITF charges its Partner Organizations and Individual Donors up to 3% of the grant amount or donations for Administration Fees to be used by ITF for the administration of the non-profit. An agreed upon amount between ITF, the DONOR, and the DISTRICT shall be withheld by ITF for this purpose.
10. **Restrictions.** The DONOR has elected to forgo any rights to a Donor plaque or any other form of Donor recognition. Furthermore, the inclusion of any form of tributary plaques & monuments, donor bricks, or any other form of named recognition at or adjacent to the site is prohibited. It is felt that such named community member tributes, no matter how warranted, diminishes the sacrifices made by the so many heroic men and valiant women who perished in service to our country.

## 11. Term of Agreement.

- 11.1 **Term length.** This Agreement shall commence on the effective date of this Agreement and continue through the conclusion of the Memorial Plaza Installation Project.
- 11.2 **Termination for Cause.** ITF may terminate this Subcontract, or any part hereof, for cause in the event of any default by the DISTRICT, or if the DISTRICT fails to comply with any contract terms and conditions, or fails to provide the ITF, upon request, with adequate assurances of future performance. Before doing so, the ITF must issue a Cure Notice to the DISTRICT. The cure notice identifies any deficiency in a contractor's performance that the ITF considers to endanger performance of the Subcontract, and warns the DISTRICT that the Subcontract may be

terminated for default if the problem is not "cured" or addressed, within a specified time period.

- 11.3 Early Termination. In the event of this Subcontract being terminated early, all termination & closeout costs will be paid and the remaining grant funds secured for the Memorial Plaza Installation Project will be returned to the DONOR.

## 12. Limitations of Liability.

- 12.1 Consequential Damages. Notwithstanding any provision in this Agreement to the contrary, the DISTRICT agrees not to assert against ITF any claim, demand or suit for consequential, incidental, indirect or special damages arising from any aspect of the performance or nonperformance of the Services by the DISTRICT under this Agreement, and the DISTRICT waives any such claim, demand or suit against ITF.
- 12.2 Exclusivity. The provisions of this section constitute ITF's exclusive liability and the DISTRICT's sole remedy with respect to ITF's performance of the Services and the DISTRICT hereby expressly and knowingly releases ITF from any further liability.
- 12.3 Fines and Penalties. If during the term of this Subcontract any governmental or regulatory authority or agency assesses any fines or penalties against the DISTRICT arising from the DISTRICT's failure to execute its responsibilities in accordance with applicable laws, such fines and penalties shall be the sole responsibility of the DISTRICT.

13. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first-class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to DISTRICT: Director of Parks and Recreation  
Incline Village General Improvement District  
980 Incline Way  
Incline Village, Nevada 89451

Provide a copy to: BBK Attorneys At Law  
500 Capitol Mall, Suite 2500  
Sacramento, CA 95814

If to the ITF:                    Incline Tahoe Foundation  
   Memorial Plaza Installation Project  
   948 Incline Way  
   Incline Village, Nevada 89451

- 14. Assignment.** This agreement is personal to ITF. As such, ITF has no right to assign any part of this agreement, or any part of its obligations under this agreement in whole or in part. ITF may not grant concessions in or upon the Property or to, at, and about the Facilities without the prior written approval of the DISTRICT. Neither this agreement nor any interest in this Agreement shall be assignable without the prior written consent of the DISTRICT.
- 15. Legal Authority, Licenses, Permits.** ITF represents and warrants to the DISTRICT that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of ITF to conduct all work and responsibilities contemplated by this Agreement. ITF represents and warrants to the DISTRICT that it shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of ITF to conduct all work and responsibilities contemplated by this Agreement.
- 16. Waiver.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
- 17. Good Faith.** The parties agree to exercise reasonable efforts and good faith to effectuate the terms and conditions of this Agreement.
- 18. Controlling Law Venue.** This Agreement and all matters relating to it shall be governed by the laws of the State of Nevada and any action brought relating to this Agreement shall be held exclusively in the Incline Village – Crystal Bay Township Justice Court.
- 19. Amendments.** This Agreement may be modified or amended only by a written document executed by both ITF and the DISTRICT and approved as to form by the DISTRICT's Counsel.
- 20. Severability.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
- 21. Entire Agreement.** This Agreement constitutes the complete and exclusive statement of Agreement between ITF and the DISTRICT. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

**22. Execution.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

**23. Authority to Enter Agreement.** Each party has all requisite power and authority to execute, deliver, and perform under this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

**Incline Tahoe Foundation:**

By \_\_\_\_\_  
Dolores Holets, President  
Incline Tahoe Foundation

By \_\_\_\_\_  
Fonda Murch, Treasurer  
Incline Tahoe Foundation

**Incline Village General Improvement District:**

**ATTEST:**

By \_\_\_\_\_  
Bobby Magee, IVGID General Manager

By: \_\_\_\_\_  
Susan Herron, IVGID District Clerk

**APPROVED AS TO FORM:**

By \_\_\_\_\_  
Sergio Rudin, IVGID General Counsel

**Attachments:**

Exhibit A – Letter of Commitment to ITF from the Michael Gross Family Charitable Fund (DONOR)

Exhibit B – Work Breakdown Structure (WBS)

Exhibit C – Statement of Work (SOW)

Exhibit D – Design Specification

DRAFT

# EXHIBIT A

DRAFT



Michael Gross  
786 Burgundy Road  
Incline Village, NV  
April 29, 2024

Ms. Dolores Holets  
Board President  
Incline Tahoe Foundation  
948 Incline Way  
Incline Village, NV 89451

Dear Dolores,

The Michael Gross Family Charitable fund is pleased to inform the Incline Tahoe Foundation (ITF) that, subject to the execution of a mutually acceptable Grant Agreement between ITF and IVGID, a grant amount of up to \$110,000 has been allocated for the Incline Village Green War Memorial Project, located along Incline Way. This letter of commitment precedes the formal Grant Agreement and is based upon the attached engineering estimate, titled Incline Village Green Memorial Plaza.

Upon approval of the project by the IVGID Board of Trustees, ITF will work with IVGID to determine the structure and timing of payments for the project, for Engineering support, cobblestone Plaza installation, flag pole installation, and monument fabrication & installation. Once the formal design has been completed and approved, IVGID will send out RFQ's for bids on the project. These documents will become the formal exhibits attached to the grant between ITF and IVGID.

I am looking forward to working with the Incline Tahoe Foundation in its important work in support of the Incline Village community. This Memorial will bring a greater sense of community and a shared remembrance of those who sacrificed their lives in service to our country. I also believe it would be an excellent way to show support to our Incline Village & Crystal Bay Veterans, Family, and Active Duty Military. It would be a wonderful gathering place for our National Commemorations (Memorial Day, July 4<sup>th</sup>, Veterans Day) and support any number of other IVGID & local activities.

Sincerely,

*Michael Gross*

Copy:  
IVGID Board of Trustees

**MEMORANDUM**

**TO:** Board of Trustees

**FROM:** Erin Feore  
Director of Human Resources

**SUBJECT:** Accept General Manager Magee's Letter of Resignation; and  
Provide Direction to Staff to Open General Manager  
Recruitment; and  
Review and approve General Manager Job Description and Pay  
Rate

**RELATED STRATEGIC:** Long Range Principle #4 - Workforce  
**PLAN INITIATIVE(S)**

**DATE:** June 18, 2024

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**I. RECOMMENDATION**

The Human Resources Director recommends that the Board of Trustees accepts General Manager Magee's letter of resignation, effective October 5, 2024, pursuant to Section 6.4 of the General Manager Employment Contract. Further, the Human Resources Director recommends the Board of Trustees provide feedback and direction as follows:

- That the Board of Trustees select one (or more) of the following recommendations by the Director of Human Resources, to include:
  - Appoint internal Interim General Manager; and/or
  - Review, interview, and appoint external General Manager; and/or
  - Open recruitment process to include providing direction to the HR Director to engage in RFP processes for Executive Recruitment firm(s) selection
- That the Board of Trustees:
  - Re-examine and recommend any changes to current General Manager job description; and
  - Review and recommend any changes to current salary range; and
  - Provide feedback and direction as to required skills/experience/background of preferred candidate; and
  - Set deadline for recruitment and anticipated date of interviews.

## **II. BACKGROUND**

On June 7, 2024, General Manager Bobby Magee notified the Board of Trustees of his intent to exercise the Notice of Termination by General Manager clause of his employment contract. Mr. Magee notified the Board of Trustees of his intent to resign his position as of October 5, 2024.

It is recommended by the Director of Human Resources that the Board of Trustees immediately begins the process of determining next steps as noted above, in advance of Mr. Magee's departure to ensure a smooth transition of leadership.

## **III. FINANCIAL IMPACT AND BUDGET**

The financial impact to the General Fund budget will be determined and provided to the Board of Trustees with the next Board of Trustees meeting, following direction given at this June 26, 2024 meeting.

## **IV. ALTERNATIVES**

As the District General Manager is the employee of the Board of Trustees, Staff welcomes any thoughts or recommendations from the Board at this meeting.

## **V. COMMENTS**

No additional comments at this time.

## **VI. DISTRICT IMPROVEMENT, COST REDUCTION, RETURN ON INVESTMENT OR PRODUCTIVITY ENHANCEMENT**

Not applicable to this agenda item.

## **VII. ATTACHMENT**

Letter of Resignation, Bobby Magee – dated June 7, 2024  
General Manager Job Description  
Board Memo Dated August 18, 2024 re: Salary Considerations

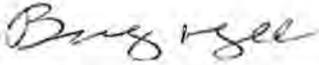
**X. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES**

The Board of Trustees provides direction and feedback as noted in Section III, Recommendations.

June 7, 2024  
IVGID Board of Trustees

Trustees,

Pursuant to Section 6.4 of the General Manager Agreement dated March 6, 2024, I am hereby notifying you that I am exercising the Notice of Termination by General Manager clause. In accordance with the provision, my final day on the job will be October 5, 2024.

A handwritten signature in cursive script, appearing to read "Bobby Magee".

Bobby Magee

## **Incline Village General Improvement District Job Description**

**Job Title:** General Manager  
**Job Code:** 1110  
**Salary Grade:** Contract  
**Department:** Administration  
**Reports To:** Board of Trustees  
**FLSA Status:** Exempt  
**Prepared By:** E. Feore/M. Dent  
**Prepared Date:** 07/18/2023  
**Approved By:** Board of Trustees  
**Approved Date:** 08/24/2023

### **SUMMARY**

Under the general direction of the Board of Trustees, the General Manager assumes full responsibility for the operation and management of the Incline Village General Improvement District (IVGID). The General Manager is responsible for the implementation and efficient execution of District policies, procedures, resolutions and ordinances, as well as the oversight of the performance of IVGID's fifty plus million dollar annual budget.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**, not necessarily in order of priority, include the following. Assigned job tasks/duties are not limited to the essential functions.

1. Oversees the operation and management of the District, including the oversight and control of all the District's property, activities, personnel, business and operations. The General Manager is the chief executive officer of IVGID, responsible for all services, programs, budgets and the overall operational and financial performance of the District.
2. Applies Board established policies into day-to-day practices. Provides leadership and engages in strategic thinking to develop and implement operational goals, objectives, policies, capital improvements, programs and services while ensuring a customer-service oriented work environment that supports achieving the District's mission, plans, objectives, and values.
3. Develops policy recommendations to present to Board of Trustees for approval. Implements policies and directives as set by the Board of Trustees. Directs operation and management of the District in compliance with Ordinances, Resolutions, Regulations, Long Range Principles, Strategic Plans, Policies and Practices.
4. Implements all personnel rules and regulations, recommends staffing levels and maintains authority to hire, discipline, or discharge employees as may be necessary to carry out District business. Maintains direct, day-to-day supervision over all District employees. Supervision includes the power to hire, fire, motivate, discipline, evaluate, promote, demote, transfer and train employees, subject to established personnel policies, union contracts, Board policy and generally accepted personnel practices. Provides leadership, mentorship and empowerment to direct reports, to include performance management and achievement of predetermined goals.
5. Supports District managers with identifying day-to-day operating issues both departmentally and District-wide; analyzes alternatives and initiates solutions through effective leadership, collaboration and communication. Participates in the development of departmental strategic management and business plans to achieve desired outcome as directed by the Board of Trustees.
6. Negotiates and manages contracts and agreements to ensure oversight of deliverables, deadlines, contract terms and conditions to ensure compliance. This will include labor negotiations with identified union bargaining units. Directs staff in the preparation, award, and administration of service, maintenance, construction, concessionaire, material and other necessary contracts.

7. Sets direction of the Senior Leadership Team, with preparation and administration of the annual operating budget, strategic planning, long range financial planning, and capital improvement programs for approval by the Board of Trustees.
8. Coordinates preparation of and is responsible for the accurate and complete Board of Trustees agenda and Board packets as requested by the Board of Trustees.
9. Oversees, monitors, and reports on programs, projects, and activities in collaboration with division leaders and Senior Leadership Team.
10. Ensures compliance with District Policy 1.1.0 to ensure the District's multi-year Strategic Plan provides a long-term perspective for service delivery and budgeting, thus establishing logical links between authorized spending and broad organizational goals. Coordinating with the Senior Leadership Team, ensures the Strategic plan is initiated, critical issues are identified and strategies are developed to achieve each noted long range principle.
11. Provides direction to identified staff to lead and support District wide efforts and training to provide excellent customer service.
12. As supported and guided by the Board of Trustees, represents IVGID to the community, media and other entities, organizations, and government agencies at the local, regional, state and federal levels. Stays abreast of latest developments within the District, County and Region. Represents the District well in public and provides a positive, professional image.
13. Confers with and responds to District stakeholders and their requests for services, suggestions and complaints. Provides accessibility and provides consistent and equal treatment to the Board of Trustee members.
14. Assists, advises and supports the Board of Trustees on special projects, problems and initiatives.

#### **LEADERSHIP AND SUPERVISORY RESPONSIBILITIES**

Leads and manages a staff of Directors and Senior Leadership who, in turn, lead and supervise approximately 750 employees (including seasonal employees) in each District venue and division. This includes Administration, Public Works, Recreation (to include Parks, Beaches and Tennis), Ski and Golf. Responsible for the overall leadership, direction, coordination, and evaluation of these units. Carries out leadership responsibilities and ensures careful compliance in accordance with the organization's policies, practices and procedures and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems. Manages the Senior Leadership staff which is defined as the Director of Human Resources, Director of Administrative Services, Director of Finance, Ski Resort General Manager, Director of Parks & Recreation, Director of Public Works, and Director of Information Systems & Technology. Is responsible for fostering a positive and productive organizational culture.

#### **QUALIFICATIONS**

To perform this job successfully, an individual must be qualified to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

#### **EDUCATION AND EXPERIENCE**

A Bachelor's degree in Public Administration, Business, Finance, Accounting, Engineering or other related field from an accredited four-year college or university is required or relevant work experience with increasing responsibilities which include the management and leadership of a sizable organization. A Master's Degree in Public Administration or Business Administration is strongly preferred. A minimum of ten (10) years of related, increasingly responsible, management experience within a customer-service driven and multi-functional environment is required. Experience must also include successful leadership and management of disparate disciplines, i.e., finance, engineering, operations, administration, recreation, and marketing. Experience within a municipal, governmental, community based organization, or recreational service environment is helpful, though experience in senior leadership role within the private sector will also be considered. Experience reporting to a publically elected Board and experience in providing public services subject to public scrutiny is preferred but not required.

## **COMPREHENSION/COMMUNICATIONS SKILLS**

Ability to read, analyze, and interpret complex documents. Ability to understand, use, and effectively communicate to a diverse audience financial, technical, regulatory, and operational data. Ability to respond effectively to sensitive inquiries or complaints and to establish and maintain effective working relationships with a broad variety of people. Ability to develop presentations and write articles to address a community-wide audience. Ability to make effective and persuasive speeches and presentations on controversial or complex topics to employees, management, public groups, and the Board of Trustees. Effective communication in a one on one environment, where emotions may run high. Ability to influence others through persuasion, leading by example and team decision-making skills as opposed to the authority of rank is essential. Overall, must be an extremely effective communicator, orally and in writing, with an open and approachable style. Ability to oversee development of budgets, review of budgets, operating statements and other financials, and analysis of strategy/policy making decisions and related economic impacts. The duties and responsibilities of this position necessitate the use of a cellular phone/mobile communication device for District business reasons.

## **COLLABORATION AND REASONING ABILITY**

Must have validated strong collaborative and consensus building skills to be applied in leadership and problem solving situations. Ability to create a climate in which people want to do their best and encourage participation and open dialogue at all levels. Ability to apply principles of logical or scientific thinking to a wide range of intellectual and practical problems. Ability to deal with a variety of abstract and concrete variables.

## **CERTIFICATES, LICENSES, REGISTRATIONS**

Valid and current drivers' license, acceptable to the State of Nevada, with a driving record which ensures insurability is required. Successful completion State of Nevada/Federal background check through fingerprinting because position has unsupervised access to children, the elderly or individuals with disabilities and/or has access to their records. Pursuant to National Child Protection Act (NCPA) of 1993 as amended by the Volunteers for Children Act (VCA).

It is the employee's responsibility to maintain all required certifications and licenses and to report any changes to the supervisor

## **OTHER SKILLS AND ABILITIES**

Well developed and proven leadership skills, especially in the use of delegation, collaboration, participation and example; and strong interpersonal and customer 'retention' service skills; excellent organizational, planning, analytical and problem solving skills; ability to set priorities, but also remain flexible. Must be ethical, trustworthy, self-confident, open and approachable, decisive, responsible, dependable, resourceful, enthusiastic, highly motivated, community oriented, and goal and results-oriented. Experience or ability to turn enterprise(s) from loss to profit / break even. Must have advanced knowledge of: principles and practices of public administration, program development and administration, municipal budget preparation and operations, strategic planning, and legal compliance with District policies and procedures.

## **PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Applicants and incumbents are encouraged to discuss potential accommodations with the employer. While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel; and talk or hear. The employee frequently is required to reach with hands and arms. The employee is occasionally required to stand; walk; climb or balance; stoop, kneel, crouch, or crawl; and taste or smell. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

## **WORK ENVIRONMENT**

Work is performed in a typical temperature controlled environment subject to typical office noise and conditions. Position requires working beyond normal business hours, attendance at evening meetings and/or weekend work as needed.

**TRAVEL REQUIREMENTS**

May be required to travel, as required, to further the interests and needs of the District.

**I have read and understand this explanation and job description.**

**Employee Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

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

**TO:** Board of Trustees

**FROM:** Erin Feore  
Director of Human Resources

**SUBJECT:** Review, discuss and possibly approve a salary range and any additional items such as housing allowance, relocation reimbursement, etc. so as to proceed with the recruitment of a new District General Manager

**RELATED STRATEGIC:** Long Range Principle #4 - Workforce  
**PLAN INITIATIVE(S)**

**DATE:** August 18, 2023

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### **I. RECOMMENDATION**

That the Board of Trustees review, discuss and possibly approve a salary range and any additional items such as housing allowance, moving stipend, etc so as to proceed with the recruitment of a new District General Manager.

### **II. BACKGROUND**

On August 9<sup>th</sup>, the Board of Trustees directed the Director of Human Resources to update the District's General Manager's job description to require residency within the Incline Village General Improvement District service area boundaries (Incline Village and Crystal Bay, Nevada).

A cursory search of available homes for sale in the Incline Village/Crystal Bay region notes real estate costs ranging from \$500,000 to multi-million dollar homes. Conversely, rental costs range from \$1,700 to \$25,000 per month. As such, the requirement for full time residency may come at a considerable cost to any selected candidate for this position.

Additionally, and in preparation for candidates who may currently reside outside of the Northern Nevada region, the Board should consider authorizing the Interim General Manager and Director of Human Resources to approve a relocation reimbursement package, not to exceed \$10,000.

Lastly, the Board of Trustees must set the salary range for the General Manager's position. The Director of Human Resources has provided an informal salary survey of regional agencies and salary comparisons of like agencies and positions to assist the Board of Trustees in their salary consideration.

**III. RECOMMENDATION**

Based on the informal survey conducted by the Director of Human Resources, the average base salary ranges between \$242,964 and \$288,803. It is noted in the District's salary matrix that the top of the grade is 45, with a maximum salary of \$263,259.54. Based on this information and the requirement for the General Manager to reside within the Incline Village/Crystal Bay communities, it is recommended that the General Manager's salary range be set at a minimum of \$270,000 but not to exceed \$300,000.

**IV. FINANCIAL IMPACT AND BUDGET**

Pending information from Finance

**V. ALTERNATIVES**

As the District General Manager is the employee of the Board of Trustees, Staff welcomes any thoughts or recommendations from the Board at this meeting.

**VI. COMMENTS**

No additional comments at this time.

**VII. DISTRICT IMPROVEMENT, COST REDUCTION, RETURN ON INVESTMENT OR PRODUCTIVITY ENHANCEMENT**

Not applicable to this agenda item.

**VIII. ATTACHMENT**

General Manager job description  
Informal Salary Survey Report

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

The Board of Trustees needs to provide the Director of Human Resources with a salary range and additional direction regarding relocation and/or housing reimbursements for candidates living outside of the Incline Village/Crystal Bay community.

**MEMORANDUM**

**TO:** Board of Trustees

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

**FROM:** Tim Sands, General Manager 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 FY 2023 STRATEGIC PLAN BUDGET INITIATIVE(S):** N/A

**RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES:** Board Practice 6.2.0 - Pricing for Products and Services

**DATE:** June 26, 2024

**I. RECOMMENDATION**

That the Board of Trustees make a Motion to Approve the Golf Afternoon Play Pass Rate for Championship Golf Course.

**II. BACKGROUND**

Received direction from the Board to review afternoon play passes.

**III. BID RESULTS**

**MEMORANDUM**

**TO:** Board of Trustees

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

**FROM:** Timothy Sands, GM of Golf Operations

**SUBJECT:** Golf Course Proposed Afternoon Play Pass Rates and Nine Hole Championship Rate for 2024 Golf Season. Review, discuss, and approve Afternoon Play Pass rates for 2024 golf season.

**RELATED DISTRICT POLICY, PRACTICES, RESOLUTIONS or ORDINANCES:** Practice 6.2, Pricing of Products and Services, and Resolution 1895, Complimentary and Discounted Use of District Facilities and Programs

**DATE: June 16, 2024**

**I. RECOMMENDATION**

It is recommended that the Board of Trustees review, discuss and approve the staff recommendations related to operations of the District’s Championship golf course.

Staff Recommendations:

1. Championship Course:
  1. 10 Play PM Pass (June 10 – Sept 22 after 2pm & Sept 23 – Closing after 12pm) - \$750
  2. 20 Play PM Pass (June 10 – Sept 22 after 2pm & Sept 23 – Closing after 12pm) - \$1400
  3. Nine Hole Championship Course - \$45 after 5:30pm daily

**II. BACKGROUND**

To assist the Board in its review of golf operations, guide discussion of options, recommendations, and then approval.

**Policy Highlights Pertaining to This Agenda Item**

Pricing Policy / Practice 6.2 (See Appendix D)

Informing the analysis and recommendations contained in this report is the Board-approved Practice 6.2, Pricing of Products and Services, which states, in part:

*1.0 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.*

**IV. FINANCIAL IMPACT AND BUDGET**

**V. ALTERNATIVES**

**VI. COMMENTS**

**VII. BUSINESS IMPACT/BENEFIT**

**VIII. ATTACHMENTS**

1. Golf Play Pass 2024 -TS

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

# 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

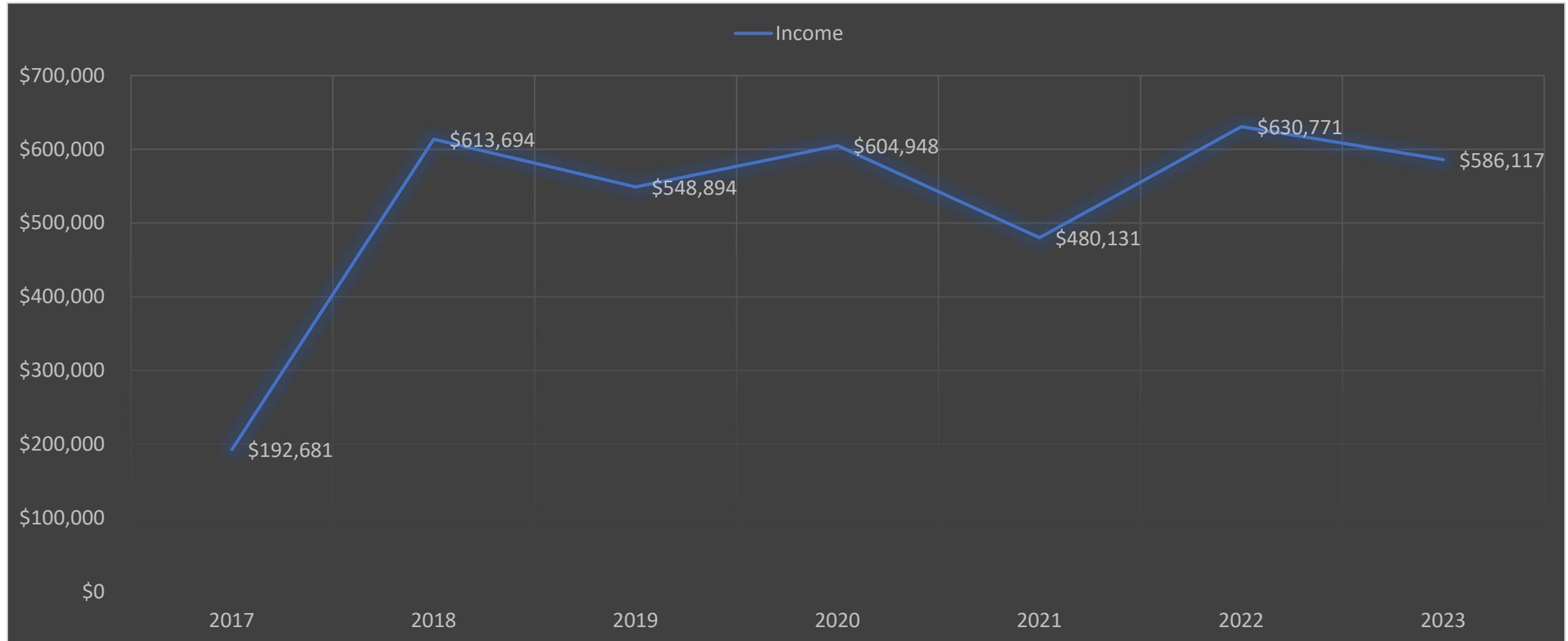
## CONS:

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

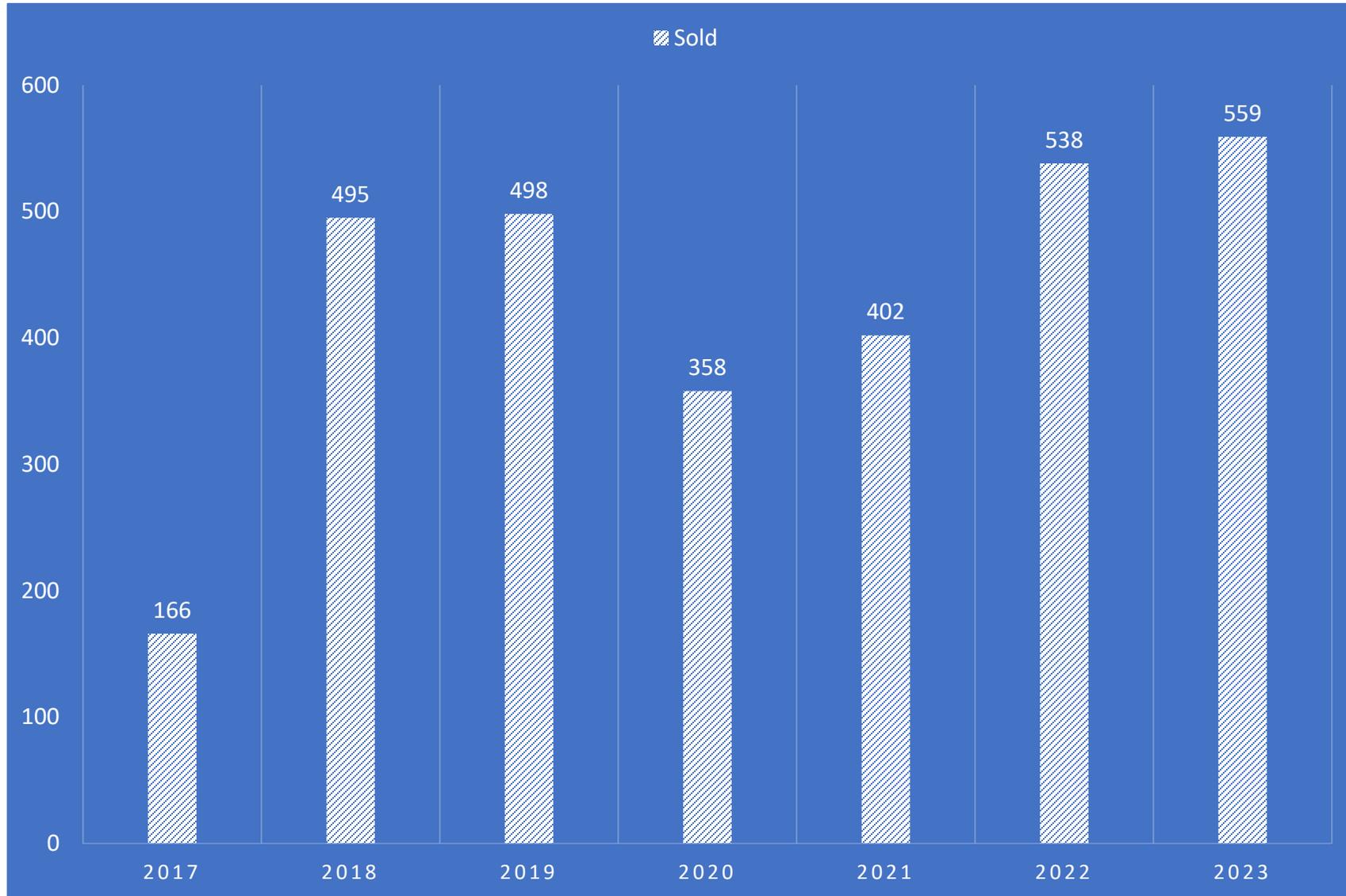
# Staff's Recommended Plan For 2024 Championship Course – PPH Rate \$120 Peak

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

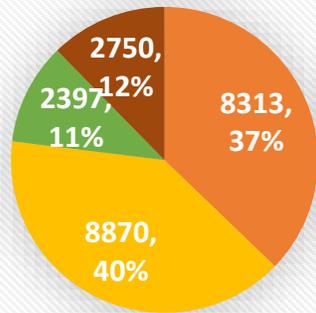


# Champ & MTN Passes Sold



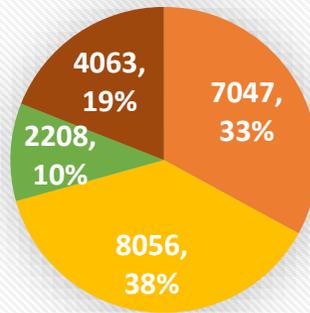
# Play Mix at Champ

2020



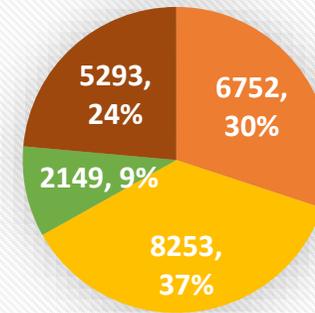
Resident Play Pass Guest Non-Resident

2021



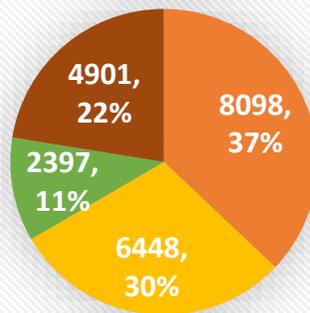
Resident Play Pass Guest Non-Resident

2022



Resident Play Pass Guest Non-Resident

2023

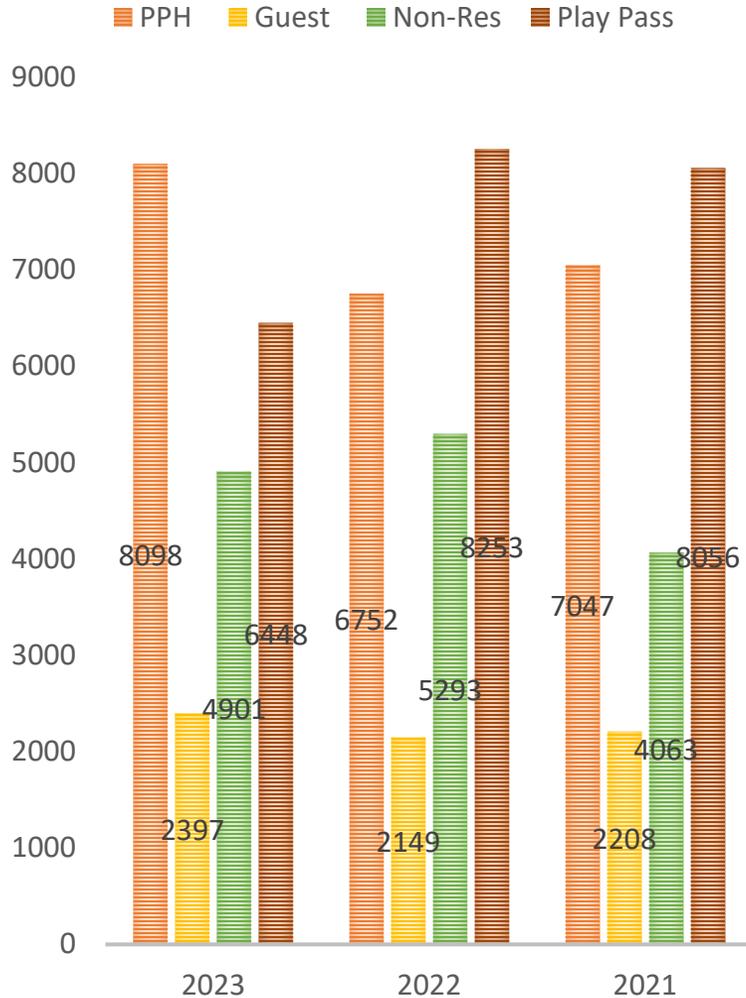


Resident Play Pass Guest Non-Resident

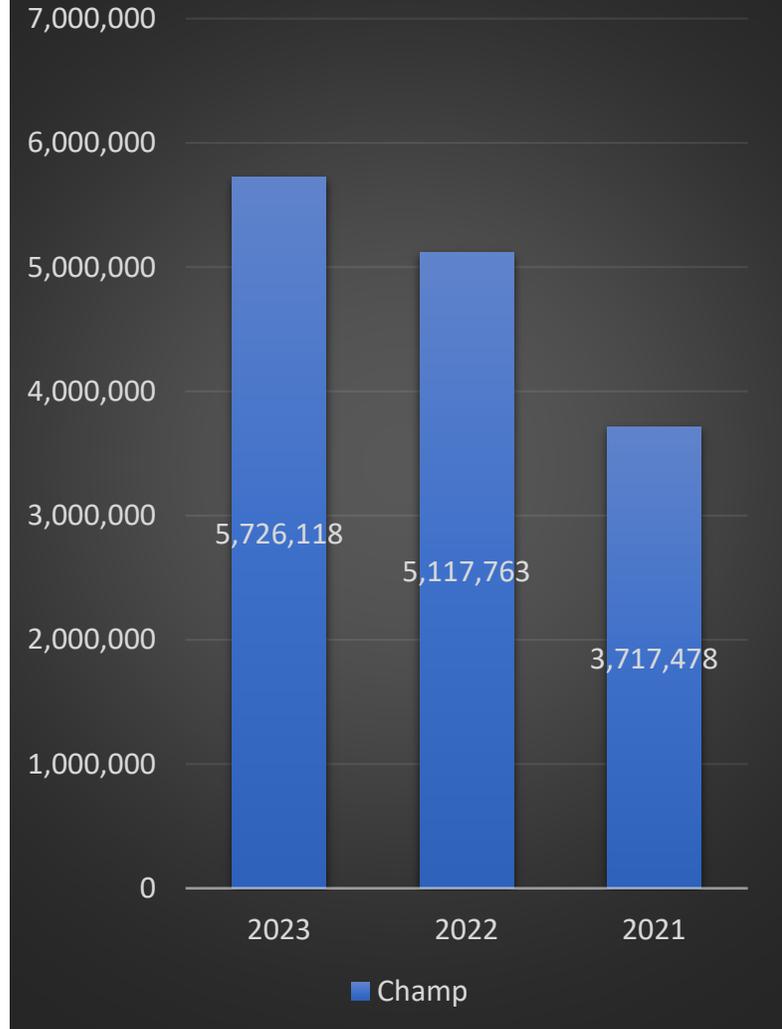
# Championship Course Play Mix, Revenue, Expenses Comparison

## Climbing out of a Fiscal Hole

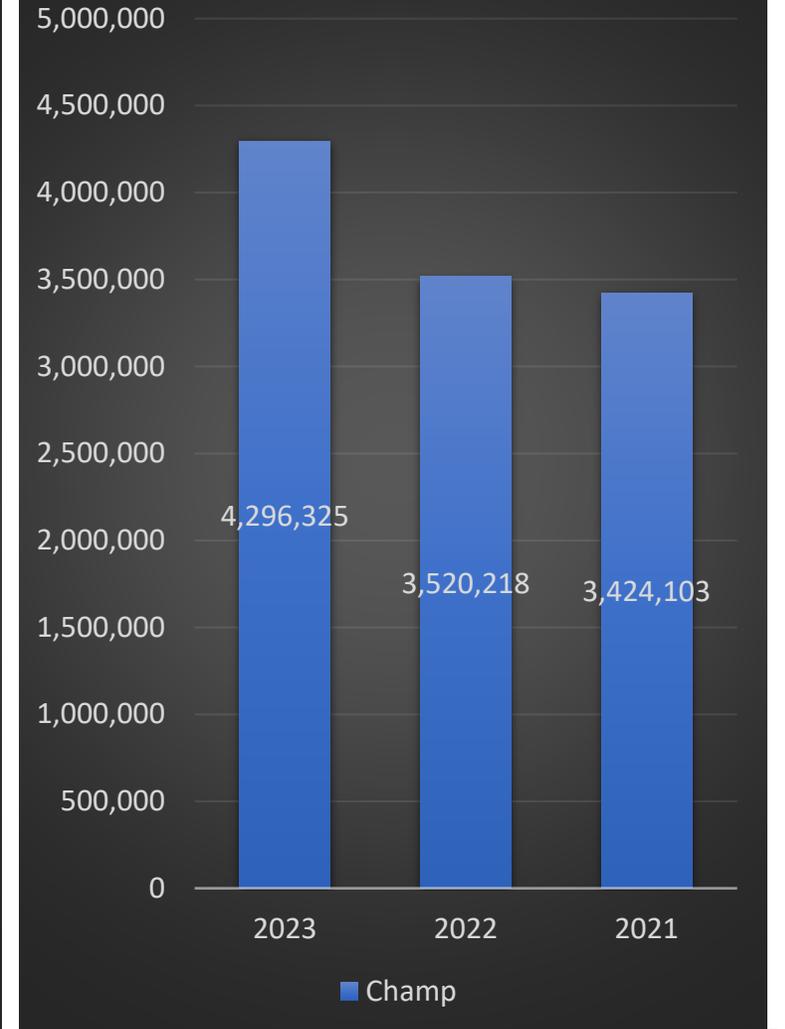
### PLAY MIX



### Expense



### Revenue

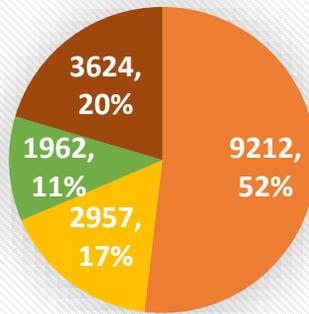


# Mountain Course Play Pass (Peak rate of PPH - \$60)

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)

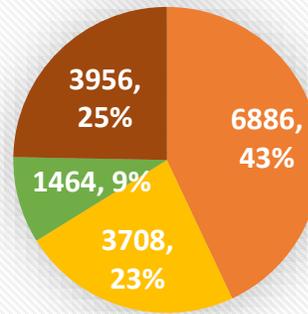
# Play Mix at MTN

2020



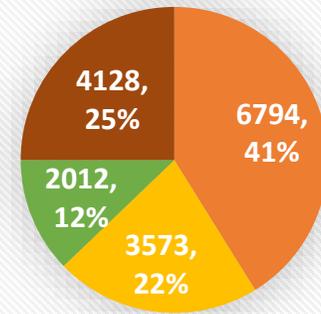
Resident Play Pass Guest Non-Resident

2021



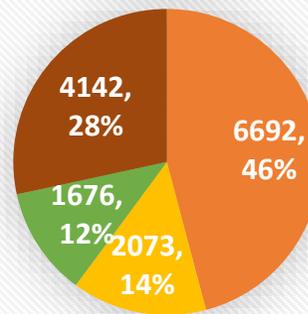
Resident Play Pass Guest Non-Resident

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 \*\***

<b>CHAMPIONSHIP COURSE</b>		
	<b>2023 Rates</b>	
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
<b>LIMITED</b> 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  > <b>If playing within Restricted times above = Applicable daily greens fee apply</b>
<b>UNLIMITED</b> Junior Pass	\$315	> Walking Only, Up to age 17, Stand By Only
<b>UNLIMITED</b> College Pass	\$499	> Walking Only, Up to age 26, Currently Enrolled in College, Stand By Only
<b>PM</b> 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 > <b>If playing within Restricted times above = Applicable daily greens fee apply</b>
<b>PM 10 Play</b>	\$546.00	> Open - June 11 & Sept. 25 - Close = Unlimited Play AFTER 12pm > June 12-Sept. 24 = Unlimited Play AFTER 2pm > <b>If playing within Restricted times above = Applicable daily greens fee apply</b>
<b>PM 20 Play</b>	\$1,028.00	> Open - June 11 & Sept. 25 - Close = Unlimited Play AFTER 12pm > June 12-Sept. 24 = Unlimited Play AFTER 2pm > <b>If playing within Restricted times above = Applicable daily greens fee apply</b>
<b>PM 30 Play</b>	\$1,446.00	> Open - June 11 & Sept. 25 - Close = Unlimited Play AFTER 12pm > June 12-Sept. 24 = Unlimited Play AFTER 2pm > <b>If playing within Restricted times above = Applicable daily greens fee apply</b>
<b>PM40 Play</b>	\$1,798.00	> Open - June 11 & Sept. 25 - Close = Unlimited Play AFTER 12pm > June 12-Sept. 24 = Unlimited Play AFTER 2pm > <b>If playing within Restricted times above = Applicable daily greens fee apply</b>
<b>MOUNTAIN COURSE</b>		
	<b>2023 Rates</b>	
18 Holes		
10 Play Pass	\$414.00	
20 Play Pass	\$780.00	
30 Play Pass	\$1,096.00	
40 Play Pass	\$1,364.00	
<b>Limited All You Can Play Season Pass - Individual</b>	\$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  > <b>If playing within Restricted times above = Applicable daily greens fee apply</b>
<b>9 Holes</b>		
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)
<b>Limited All You Can Play 9 Hole Pass - Individual</b>	\$1,118.00	ANYTIME (only 9 holes per day)
<b>UNLIMITED</b> 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

**THROUGH:** Bobby Magee  
District General Manager

**FROM:** Craig Bronzan  
Special Advisor, Baker Tilly

**SUBJECT:** Approve Park and Recreation Department Proposed Fees For 2024/2025 Fiscal Year and Direct Staff To Return for Board Consideration of an Update to the Budgeting and Fiscal Management Community Services and Beach Pricing for Products and Services Practice 6.2.0

**DATE:** June 26, 2024

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**I. RECOMMENDATION**

Approve the Recommended 2024/2025 Park and Recreation Department Fees and direct staff to return for future Board consideration of an update to the Budgeting and Fiscal Management Community Services and Beach Pricing for products and services (Practice 6.2.0).

**II. BACKGROUND**

Park and Recreation Department staff have been working on updating and revising the fees for programs and activities for fiscal year 2024/2025 (see attachment A). Each program is reviewed to determine what the appropriate fee should be for members of the Incline Village General Improvement District and for non-members as appropriate. The review includes whether the fee should be increased, decreased, or remain the same.

Attachment A lists the proposed fees that staff is recommending for fiscal year 2024/2025 based on Practice 6.2.0 (Attachment B). These proposed fees are expected to implement the recently Board approved IVGID budget related to revenue generation. Should the Board decide to change any of the proposed fees, it would have an impact on the Board approved budget, and that specific effect would have to be brought back to the Board at a future meeting.

On a related matter, in reviewing the current Budgeting and Fiscal Management Community Services and Beach Pricing for products and services (Practice 6.2.0), the document has an Appendix A which illustrates a Cost-Recovery Pyramid for recreation and community services programs. In the proposed spreadsheet of fees, each program is categorized into the specific pyramid tier. However, there is no ongoing tracking provided to show the actual percentage of recovery for each program by tier. Staff is recommending that it is appropriate for additional analysis to be conducted in the coming year to allow the Board to better understand the effects of each program and the fees charged when fees are reconsidered in the future.

Additionally, the science of setting park and recreation fees has many layers in addition to the Cost-Recovery Pyramid model. It is common for park and recreation agency Boards to adopt specific policies related to such things as:

- Yearly adoption of a Cost Allocation Plan that sets fees on a yearly basis
- The ability for parks and recreation to revise fees, usually on a quarterly basis to match the distribution of an activity guide as programs and activities change, are added, and are dropped
- Cost recovery goals for each program/group of programs (e.g. Cost Recovery Pyramid) – setting the goal with an annual review of how well each program met the goal to determine the coming year fees to be charged
- Whether cost recovery intends to recover direct costs, department overhead costs, agency wide overhead costs, and/or capital replacement costs
- Whether fees are to be increased each year based on Cost of Living Adjustments (or use of some other matrix)
- A definition of when a program is offered by the agency and/or when the agency allows the program to be offered by another organization or person
- A definition of what it means to co-sponsor or partner with another organization and how that relates to fees
- How the agency fees relate and/or are influenced by market conditions
- If and when fees may be reduced or waived, sometimes through the use of a scholarship program
- How many participants (or percentage) are necessary in a program for the program to continue (setting minimum and maximum numbers)
- Pricing for programs should be based on a specific benefit for the user that varies from meeting a common good (benefit for all) to a individual good (personal benefit)
- Satisfaction guarantee/refund policies for participants who request a refund from a program

When combined with effective program and customer satisfaction surveys, an agency that adopts many of the above types of policies will enable park and

recreation staff to evaluate programs on a regular basis, prepare more accurate budgets, and in turn, provide more relevant data for the Board to consider when fees are proposed each year. It is important to acknowledge that any type of subsidy in a program/fee is in fact, an intentional action by the Board to grant a special privilege and/or investment for the participants from funds that are collected from all who pay the assessment.

To enable staff to better provide a methodology for Board consideration, two department staff members have just been certified in Financial Sustainable For Park and Recreation Professionals. Staff is recommending that additional work such as mentioned above should be started for next years consideration of proposed fees by the Board.

### **III. FINANCIAL IMPACT AND BUDGET**

Approval of the fees will match the proposed 2024/2025 fiscal year budget for the Parks and Recreation Department.

### **IV. ALTERNATIVES**

1. Decline the recommended fees and provide direction to staff related to reconsideration.

### **V. ATTACHMENTS**

- A.** Proposed Park and Recreation Fees
- B.** Practice 6.2.0

Facility/Venue	Current Fee	Current w/IVGID	Current Local Non-profit	Proposed Fee	Proposed w/IVGID	Proposed Local Non-profit
<b>Ballfields</b>						
Daily Fee	500	375	225	500	375	225
Hourly	105	80	50	105	80	50

Facility/Venue	Current w/IVGID	Proposed w/IVGID
<b>All Beaches</b>		
IVGID Recreation Pass	Included in Rec Fee	Included in Rec Fee
Adult	\$ 16.00	\$ 18.00
Child	\$ 8.00	\$ 9.00
<b>Kayak</b>		
Annual	\$ 250.00	\$ 275.00
Summer Only	Phase out in FY 23-24	N/A
<b>Paddleboard</b>		
Annual	\$ 175.00	\$ 180.00

Facility/Venue	Current w/IVGID	Proposed w/IVGID
<b>Boat Launch</b>		
Round-Trip Launch	\$ 25.00	\$ 25.00
Annual Pass	\$ 250.00	\$ 275.00
One-way Retrieval	\$ 15.00	\$ 15.00

Facility/Venue	Current Fee	Current w/IVGID	Proposed Fee	Proposed w/IVGID	NOTES
<b>Tennis/Pickleball</b>					
Monthly Pass (PM)	remove monthly	Remove monthly	remove monthly	remove monthly	
Monthly Pass (AM)	remove monthly	Remove monthly	remove monthly	remove monthly	
Ball Machine Pass (PM)	150	115	\$150	\$115	
80+ Pass	FREE	FREE	\$100	FREE	
Adult Pass Full Season (T)	525	420	\$525	\$420	
Afternoon Pass	180	145	\$180	\$145	
Family Pass Full Season	N/A	1075	N/A	\$1,075	
Junior Pass Full Season	295	235	\$295	\$235	
Senior Pass Full Season	450	365	\$450	\$365	
Tennis Daily Court Fee (AM)	18	15	\$18	\$15	
Tennis Daily Court Fee (PM)	9	7	\$9	\$7	
Junior Daily Court Fee (13-17 AM)	13	10	\$13	\$10	
Junior Daily Court Fee (13-17 PM)	5	3	\$5	\$3	
Child (12 & Under After 12:30 PM)	3	Free	\$3	Free	
80+	Free	Free	\$100	Free	
Tennis Lessons	70-110	70-110	70-110	70-110	varies by pro, no discount for personal services
T/P Center Deck Rental	100/hour	75/hour	100/hour	75/hour	
Afternoon Camp and Clinic Court Rental	35/hour/court	25/hour/court	25/hr/court	25/hour/court	

Facility/Venue	Current Fee	Current w/IVGID	Proposed Fee	Proposed w/IVGID
<b>Pickleball Memberships</b>				
Adult Pass Full Season	375	300	\$375	\$300
Senior Pass Full Season	260	205	\$260	\$205
80+ Pass Full Season	Free	Free	\$100	Free
Junior (13-17) Pass Full season	205	120	\$205	\$120
Child (12 & Under) Pass Full Season	110	Free	\$110	Free
Daily Court Fee	14	10	\$14	\$10
T/P Center Deck Rental	100/hour	75/hour	100/hour	75/hour
Afternoon Camp and Clinic Court Rental	35/hour/court	25/hour/court	\$30/hour/court	\$25/hour/court

Facility/Venue	Current Fee	Current w/IVGID	Proposed Fee	Proposed w/IVGID
<b>Rec Center Memberships</b>				
Annual Single	723	543	723	543
Annual Couple	1195	897	1195	897
Annual Senior Single	689	506	689	506
Annual Senior Couple	1031	791	1031	791
Family	1423	1067	1423	1067
Student	408	307	408	307
On Going Monthly Single	71	51	73	53
On Going Monthly Couple	118	87	122	90
On Going Monthly Senior Single	61	45	63	46
On Going Monthly Senior Couple	102	76	105	78
On Going Monthly Family	134	101	128	104
On Going Monthly Student	42	31	43	32
6 month Single	385	289	385	289
6 month Couple	636	476	636	476
6 month Senior Single	352	264	352	264
6 month Senior Couple	552	415	552	415
6 month Family	725	543	725	543
6 month Student	227	170	227	170
3 month Single	299	225	299	225
3 month Couple	521	391	521	391
3 month Senior Single	291	218	291	218
3 month Senior Couple	489	367	489	367
3 month Family	599	449	599	449
3 month Youth	218	164	218	164
Facility/Venue	Current Fee	Current w/IVGID	Proposed Fee	Proposed w/IVGID
<b>Temporary Memberships</b>				
1 month Single	122	92	126	95
1 month Single Senior	116	87	119	90
1 month Couple	199	149	205	153
1 month Senior Couple	194	146	200	150
1 month Family	237	176	244	181
1 month Youth	78	59	80	61
1 week Single	59	44	61	45
1 week Single Senior	46	36	47	37
1 week Couple	98	74	101	76
1 week Couple Senior	81	61	83	63
1 week Family	118	89	122	92
1 week Youth	32	24	33	25
Adult Daily	20	15	20	15
Senior Daily	17	13	17	13
Youth Daily	10	7	10	7
Totally Active Rate	5	5	5	5

<b>Personal Training (range)</b>			65 - 90	65-90
<b>Preschool Playground w/parent</b>			6	5
<b>Preschool Playground Full Service</b>			17	15
Basic - (No Discounted Rate)	65	85	65	85
Specialty - (No Discounted Rate)	85	100	85	100
* Youth Age is 6-18 years				

Facility/Venue	Current Fee	Current w/IVGID	Proposed Fee	Proposed w/IVGID	Notes
<b>Picnic Areas</b>					
All Beaches AM/PM Mon-Thurs	Restricted Access	125	Restricted Access	125	Local Non Profit rate for all venues requires prior approval. All picnic areas require a refundable \$150 deposit to be held on file.
All Beaches Daily Mon-Thurs	Restricted Access	180	Restricted Access	180	
All Beaches AM/PM Fri- Sun	Restricted Access	180	Restricted Access	180	
All Beaches Daily Fri-Sun	Restricted Access	290	Restricted Access	290	
Preston Park Picnic AM/PM	125	80	125	80	
Preston Park Picnic Daily	185	130	185	130	
Village Green BBQ/Picnic AM/PM	100	75	100	75	
Village Green BBQ/Picnic Daily	125	100	125	100	
Incline Park #1 Picnic AM/PM	100	75	100	75	
Incline Park #1 Picnic Daily	125	100	125	100	
Rec Center BocceBall Courts - Hourly	30	25	30	25	
Rec Center Bocce AM/PM - per court	120	100	120	100	AM 8am - 2pm, PM 3pm - 8pm
Rec Center Bocce - All Day/All Courts	480	400	480	400	
* Beach Group Site fees do not include applicable guest fees for non IVGID Recreation Pass holders.					

<b>Rec Facility/Venue</b>	<b>Current Fee</b>	<b>Current Daily Fee w/IVGID</b>	<b>Current Local Non-Profit</b>	<b>Proposed Fee</b>	<b>Proposed Fee w/IVGID</b>	<b>Proposed Local Non-Profit</b>
<b>Rec Center Gymnasium</b>						
Daily	495	395	300	500	395	300
Hourly	100	75	50	125	75	50
<b>Half Court Gymnasium</b>						
Daily	195	150	75	250	175	150
Hourly	55	40	30	65	50	40
<b>Rec Center Back Yard</b>						
3.5 hour block	150	115	90	150	115	90
<b>Rec Center Group Fitness</b>						
After 1pm (for professionals)very limited hours	75	55	40	75	55	40
<b>KidZone Programming Center</b>						
3.5 hour block	100	75	55	100	100	100
<b>Rec Center Pool Lane</b>						
Hourly (4 lanes, shared)	100	75	55	100	75	55
Single Lane Rental	50	40	30	50	40	30

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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

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no less than the Direct Costs of providing venue 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**

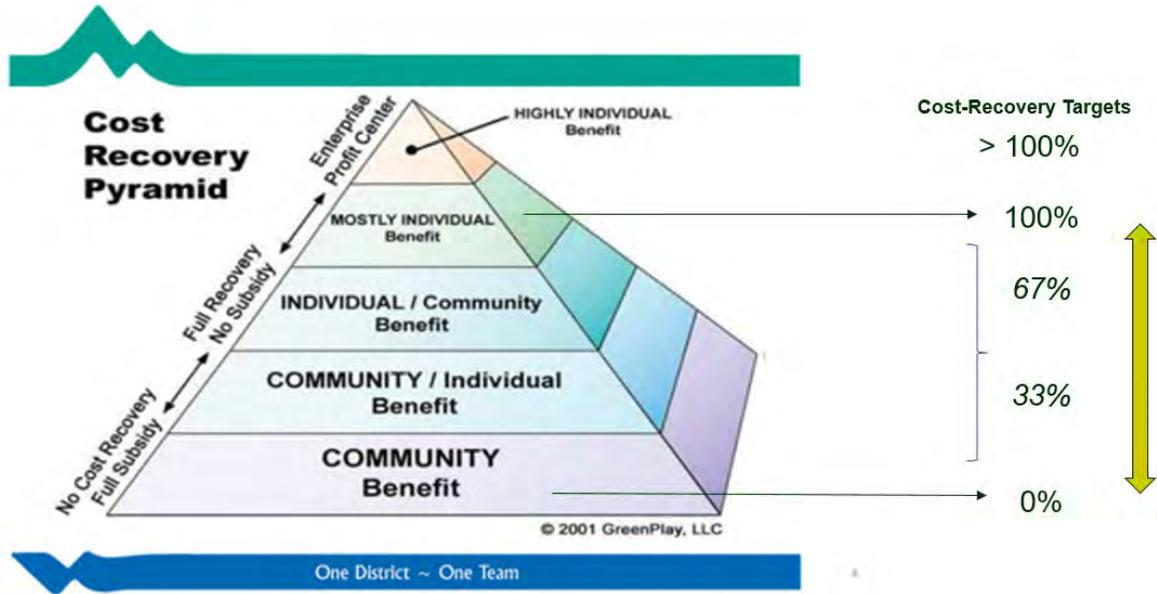
- 5.1 The Board of Trustees will establish overall financial performance targets for each venue through the annual budget process.

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- 5.2 The Board of Trustees will approve, through the budget process or 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



**MEMORANDUM**

**TO:** Board of Trustees

**THROUGH:** Bobby Magee  
District General Manager

**FROM:** Craig Bronzan  
Special Advisor, Baker Tilly

**SUBJECT:** Review Park and Recreation Department Prioritized List of Projects for Recreation Center and Provide Direction to Staff Related to Follow Up and Next Steps

**DATE:** June 26, 2024

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**I. RECOMMENDATION**

Review the Park and Recreation Department Prioritized List of Projects for the Recreation Center and provide direction to staff related to follow up and next steps.

**II. BACKGROUND**

At the April 24, 2024 Board meeting, park and recreation staff presented item G.6 to review, discuss, and approve the agreement for service for floor replacement in the Recreation Center Group Fitness room. 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 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.

At the May 8, 2024 Board meeting, staff returned with a complete list of projects, however, the list was not prioritized as to importance. At the direction of the Board, staff was asked to return with a listing that was prioritized as to importance specifically as it relates to the Recreation Center.

Staff has attached two documents for Board review. Attachment A is a ranked list from staff of the most important projects specifically related to the Recreation Center. Attachment B is an updated list that was previously presented to the Board on May 8<sup>th</sup> that designates the projects that are contained in the CIP (Capital

Improvement Program) and those that are contained in the regular operating budget. Additionally, Attachment B prioritizes the projects for the Recreation Center, Tennis/Pickleball Center, Recreation Center pool, and beaches on a scale of 1 – 5, with 1 being most important and 5 being least important.

The purpose of these attachments is to provide the Board with an overview of the projects that staff have identified as needing attention, and a related prioritization of each. Further work will be necessary to match projects that are contained within the approved 2024/2025 budget to determine what projects can move forward.

Staff is requesting the Board review the documents and provide direction for staff related to follow up and next steps. No approval is necessary at this time related to projects or prioritization.

### **III. FINANCIAL IMPACT AND BUDGET**

No financial and budget impact at this time and only projects that have been approved in the 2024/2025 budget will move forward.

### **IV. ALTERNATIVES**

None at this time

### **V. ATTACHMENTS**

Attachment A: Park and Recreation Department Recreation Center ranked prioritization list of projects

Attachment B: Park and Recreation Department prioritized list of projects

Priority	Project
1	REC Center Exterior Painting and Patching
2	HVAC Replacement
3	Flooring Group Fitness
4	Pool Replaster and Deck Refinish
5	Repair Substructure From pool to pump room
6	Pool Pump replacement
7	Concrete Stairs out of Zone are Failing
8	Parking Lot Reconstruction
9	Outside Concrete needs removed and replaced back grading into building
10	Diving Board install
11	ADA Stairs into the Pool
12	Front Desk Floor Replacement
13	Group Fitness Closet Upgrade
14	Mezanine Floor Replacement
15	Replace Flooring Cardio Strenght Area
16	Upgrade Electrical in Cardio Strength Room
17	Door Hardware Replacement
18	Sauana Floor Install
19	Bird Netting
20	Upgrade lighting throughout Rec Center
21	Replace Flooring Zone Area

## Recreation Center Exterior and Interior CIP Operating projects

Blue - CIP

Purple - Operating

Priority	Venue & Project	Status	Cost Estimate	Life Expectancy & Timeline	CIP or Operating	Follow up & Details	POC
1	RC Pavement Maintenance Rec Center Area	Ongoing	\$67k	2025	CIP		PW
1	RC Parking Lot Reconstruction	Public Works	\$950k	2025	CIP		PW
1	RC Concrete Stairs exterior leads to Zone	schedule for 2024 Summer		2024	CIP		Andy
1	Fitness Equipment	*ERS - every year - - See ERS sheet separate	\$50-\$75k	2024 2025	CIP		Pandora
1	Fitness Equipment Group Fitness Flooring	Fitness Equipment floor is part of 2023 - 2024.	36K	2023 2024	CIP	Part of Fitness Equip CIP	Pandora
1	Complete HVAC phase replacement project	CIP # B12350100	\$175k	2024 - 2025	CIP	Design pending	PW
2	Entire RC panic-bar and door hardware replacement	Andy working on quote	\$100,00	2024-2025	CIP	Can possibly break up to do in operating	Andy
3	Replace Bird Netting	Scheduled for 2026 17,720	\$17,720	2026	CIP		Andy
3	External Surveillance Security Cameras for RC and Hallway Downstairs	Completed but request for more on all exterior doors; cameras can be mounted inside		2025	CIP		IT
3	BMPS	Required			CIP		PW
3	RC Window replacement	Window seals are failing. Fogged internally	\$100,000		CIP		Andy
3	Replace flooring in Cardio/Strength Room downstairs	30-Day quote from 11 08 2023 Simonian flooring	\$61k	2025 2026	CIP	requesting second quote from Croft/Beck flooring	Pandora
3	Copier	ERS* - Scheduled	\$25k	2026	CIP		IT
4	Upgrade Lighting on Patio	Can complete as soon as weather provides	\$20,000	2026	CIP		Andy
4	RC Exterior Wall Waterproofing/Drain w/xeriscape project	Discuss with Bree & Kate project #4884BD2202	\$77k	2026	CIP		PW
5	RC Repair Deck Stairs & Powder Coat Patio deck railings	Completed 2021	**	15 years - 2036	CIP		Andy
5	Recreation Center Elevator Upgrade	2022 (research useful life)	**	2025	CIP		Buildings
5	Rec Center Locker Remodel	October 2022 (25 years)	**		CIP	Maintenance/cleaning ongoing	PW
5	Remodel Upstairs Restroom	Completed 2021	**	15 years - 2036	CIP		PW
5	Replace Walkway Bollard Lights	Wish List - Completed 2020			CIP		PW
5	Paver installation Front Walkway RC	Completed 2020	**	20 years - 2040	CIP		PW
5	RC Boilers	Completed 2018	**	25 years - 2043	CIP		Buildings & PW
1	Rec Center Expansion	Wish List - space constraints	\$25m+		Wish - CIP	Expand Rec Center	BOT
3	Electronic Key/Fob replacement	Wish List			Wish - CIP		IT
3	Additional storage in Aquatics yard	Enclose area where shed exists for storage			Wish - CIP	Combine with Rec Center Expansion	PW
3	All Interior lighting	Wish List			Wish - CIP	Combine with Rec Center Expansion/ or new CIP	

Recreation Center Exterior and Interior CIP Operating projects

Blue - CIP

Purple - Operating

1	RC Cement Pad Outside Pool in Lawn area	Pad is sinking and water from weather flows to pool deck		2024 summer/fall	Operating		Buildings & PW
1	RC Paint and Patch Exterior Building	Spring 2023 - need to augment because of scope increase	\$32,500	2023 2024	Operating		Andy & Pandora
1	Upgrade Lighting in Group Fitness Room	Safety - panels fall on participants - replace with flat panel lighting	\$3,500	2024 2025	Operating	On the schedule	Tim & Pandora
2	Upgrade Lighting P&R Counter	Needs now			Operating		Buildings
2	Replace closet doors in GFR	Aging, do not work smoothly	quotes pending	2024	Operating		Pandora
2	Window coverings downstairs Cardio/Strength Room		\$2,300	2024 2025	Operating	Inhouse	Andy
3	Replace flooring behind the Rec Counter	Aging and failure of flooring	\$6,200	2024 - 2025	Operating	SILEGACY - Quote - DURING CLOSURE	Pandora/Andrew BM
3	The Zone flooring	Will increase usage, cleanliness		2025	Operating	Croft Beck Tahoe Specialty	Pandora
3	Window screens	included with new windows			Operating	Coordinate with window replacement	Andy
3	RC Replace/add electrical outlets, wiring in Cardio/StrengthRoom	During flooring replacement	\$10,000	2025 2026	Operating	Coordinate with flooring replacement	Andy
3	Replacement of drop ceiling tiles upgrade to locker room style	Ongoing replacement/maintenance		Ongoing	Operating	utilize overrun of tiles from locker remodel	Pandora & Cesar
4	Resurface RC Patio Deck	Completed 2021 - Legacy Flooring 4884ff1501	Place holder	2026	Operating	Resurfacing maintenance	Andy
4	Fencing repair and replacement backyard	Get quote replace wood with metal posts	\$10,000	2024-2025	Operating	Will do in house with	Andy
4	Dimmer Switch in GFR	Enhancement	\$1,500	2024	Operating	Waiting on lighting decision	Tim & Pandora
4	Paint Interior of Rec Center	Completed 2021		2024 2025	Operating		P&R and Buildings - Andrew
5	Cement Pad on southside of building outside the pool and attached walkway	Pad is sinking and water from weather flows to pool deck. The walkway is deteriorating		2024 summer/fall	Operating		Buildings & PW
5	RC Roof	Completed 2008	**	30 years - 2038	Operating	Combine with Rec Center Expansion	Buildings Andy
	*Equipment Replacement Schedule (ERS)						
	** Quote delayed due to timeline (past 5 years)						

Venue & Vehicle	Status	Cost Estimate	Life Expectancy & Timeline	CIP or R&M, Operating	Follow up & Details	POC
<b>Recreation Vehicles</b>						
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

Natatorium CIP Operating Projects  
Blue is CIP  
Purple is Operating

Priority	Venue & Project	Status	Cost Estimate	Life Expectancy & Timeline	CIP or R&M, Operating	Follow up & Details	POC	Changes
1	Pool substructure pipe issues	It has been inspected and needs repairing.	\$20k	2024	CIP	Coordinate with pool replaster, resurfacing pool deck and ceiling sealing - DURING CLOSURE	Andy	
1	Pool substructure investigation		\$20k	2023-2024	CIP			Andy completed for free
1	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	
1	Replaster Recreation Center Pool	Completed in 2013 - current plaster failure (consider refilling costs and method -	\$86.45k	10 years - current plaster failure requiring	CIP	Coordinate with pool replaster, resurfacing pool deck and ceiling sealing - DURING CLOSURE	Gwynne & Andy	Was in 2027 (moved up)
1	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	
3	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	
3	Reseal ceiling in Natatorium	Need information from Buildings Superintendent		2024 - 2025	CIP	Coordinate with pool replaster, resurfacing pool deck and ceiling sealing - DURING CLOSURE	Andy	
5	Chemtrol Systems	Completed 2022	\$30k	20 years - replace 2042	CIP		Gwynne & Lee Joseph	
1	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	
1	ADA stairs into pool	Requires replacement in	\$10k	2024 - 2025	Operating	Order prepared for 07 01 2024	Gwynne	
1	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	
2	Natatorium Mezzanine Safety Enhancements	Change to flooring replacement - vinyl flooring		2024-2025	Operating	Call Legacy, Simonian & third vendor	Pandora	
2	Natatorium Lighting - bulb replacement		Interco charges &	2024 - 2025	Operating	Coordinate with pool replaster, resurfacing pool deck and ceiling sealing - requires closure	Andy	
2	Diving Board stand replacement	Safety Issue replace	\$12K	2024 - 2025	Operating	Andy to install	Gwynne & Andy	Change to operating
3	Lifeguard chair	Requires replacement	\$7k	2025-2026	Operating	Order prepared for 07 01 2024	Gwynne	
3	Sauna floor concrete replacement	Need information from Buildings Superintendent	\$3,500	2024 2025	Operating	Coordinate with Deck resurfacing	Andy	
3	ADA Chair replacement	Chair replacement	\$7K	2023- 2024	Operating	Purchased 4/2024, waiting for installation	Gwynne	\$6,529.00
3	Swimsuit water extractors x 2	Swimsuit Water Extractor x 2	\$6K	2026-2027	Operating	Aging	Gwynne	
3	Replace sand in filters	Completed 2021	\$15K	5 years -2026		Requesting current quote from Lee Joseph	Gwynne	



Priority #

Venue & Project	Status	Cost Estimate	Life Expectancy & Timeline	CIP or Operating	Follow up & Details	POC
<b>Parks, Parks Beaches &amp; Ball Fields</b>						<b>Parks, Parks Beaches &amp; Ball</b>
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)						

Tennis Pickleball Center

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

Beaches and Burnt Cedar

Blue - CIP

Purple - Operating

Priority	Venue & Project	Status	Cost Estimate	Life Expectancy & Timeline	CIP or R&M, Operating	Follow up & Details	POC
1	All Beaches BMPS	Required TRPA			CIP		PW
1	Ski Beach Boat Ramp				CIP		PW
1	Burnt Cedar Radios	Needed to be in compliance	\$25,000	5 years - 2024 2025	CIP		Gwynne
2	Ski Beach Kayak Storage	Required TRPA			CIP		Shelia
2	Ski Beach Paddleboard Storage	Required TRPA			CIP		Shelia
2	Beach House Project				CIP		BOT
3	All Beaches	Beach venues - replaced 2023 ERS - Tables/Benches			CIP		Parks
3	All Beaches	Refurbish fencing - replace wooden posts possibly with metal			CIP		Parks
3	All Beaches	ingress egress redesign RFID			CIP	Combine IB with Beach House project	BOT
3	Burn Cedar Chlorine line	Chlorine line replacement			CIP	Enginer Quote Needed	PW
3	All Beaches	Mobimats					Parks
4	Ski Beach Ramp building/restroom				CIP		PW
2	Ski Beach	Security Camera at east restroom and Web camera at pool			Operating		Gove & Shelia
3	Burnt Cedar Additional chaise lounge	Looking into numbers and cost			Operating		Gwynne
5	Burnt Cedar Foot wash repair	John from CORE Construction to fix;	Warranty item		operating	complete under warranty	PW/Gwynne

**MEMORANDUM**

**TO:** Board of Trustees

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

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

**SUBJECT:** Review, Discuss and Approve the Construction Agreement for the Sewer Pump Station #5 Wetwell and Manhole Rehabilitation Project - 2023/24 Capital Improvement Project Fund: Utilities; Division: Sewer: Project #2599DI1104, Sewer Pumping Station Improvements, and Project #2599SS1203X, Replace and Reline Sewer Mains, Manholes and Appurtenances; Contractor: Farr Construction Corporation dba Resource Development Company, in the Amount of \$152,500. (Requesting Staff Member: Interim Public Works Director Kate Nelson)

**RELATED FY 2023 STRATEGIC PLAN**

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

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

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

Ordinance No. 2 – Sewer Ordinance, Purchasing Policy for Public Works Contracts 21.2.0.

**DATE:** June 26, 2024

---

**I. RECOMMENDATION**

The Board of Trustees make a Motion to:

1. Approve the Award of a Construction Contract for the SPS #5 Wetwell and Manhole Rehabilitation Project - 2022/2023 Capital Project Fund: Utilities; Division: Sewer: Project #2599DI1104, Sewer Pumping Station

Improvements, and Project #2599SS1203X, Replace & Reline Sewer Mains, Manholes and Appurtenances; Contractor: Farr Construction Corporation dba Resource Development Company, in the Amount of \$152,500; and,

2. Authorize Staff to Execute Change Orders for Additional Work for 10% of the Construction Contract in the Amount of \$15,250; and,
3. Direct the Chair and Secretary to Sign and Execute the Contract.

## **II. BACKGROUND**

Sewer Pump Station #5 (SPS #5) wetwell and the upstream manhole were installed along the shore of Lake Tahoe in 1965. SPS #5 is a 4-foot diameter steel wetwell with a Smith and Loveless pump station. The pump station pumps sewage from the forty-four upstream properties up to the sewer line on Lakeshore Blvd., where it then gravity flows to SPS #1. SPS #5 and the upstream manhole need to be sandblasted and re-coated to extend their life expectancy. Both the wetwell's and the manhole's coatings were tested for lead paint. The lead test results indicated an amount of lead in the existing paint that requires lead abatement in accordance with OSHA 1926.62.

SPS #5 is currently accessible because the property to the west of the project is under construction. Once the house has been completed in the autumn of 2024, access to SPS #5 with equipment will be heavily restricted and may require approach from the lake.

## **III. BID RESULTS**

The District publicly advertised the Project for bidding in accordance with NRS 338 on May 17, 2024 with a bid opening on May 29, 2024. The Engineer's Estimate for the total project's cost was \$200,000. The lowest responsive bid was submitted by Resource Development Company for an amount of \$152,500. The District received two responsive bids ranging from \$152,500 to \$244,300.

The bid was comprised of a Base Bid and two Bid Alternates. The Base Bid includes the work to recoat and rehabilitate the SPS #5 wetwell and upstream manhole. Bid Alternate #1 and Bid Alternate #2 are the bypass pumping of the sewage for the SPS #5 wetwell and the upstream manhole consecutively.

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

SPS #5 Wetwell and Manhole Rehabilitation Project is being funded by two CIP Projects: Project #2599DI1104, Sewer Pumping Station Improvements, and Project #2599SS1203X, Replace and Reline Sewer Mains, Manholes and Appurtenances which were included in the Board approved FY 2023/24 CIP Budget.

The proposed construction agreement for the project is provided in Attachment 1.

**V. ALTERNATIVES**

There are no suggested alternatives.

**VI. COMMENTS**

The Agreement between the District and Farr Construction Corporation dba Resource Development Company has been reviewed and approved by District Legal Counsel.

**VII. BUSINESS IMPACT/BENEFIT**

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

**VIII. ATTACHMENTS**

1. SPS #5 Contract

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



**Contract Documents  
for  
SEWER PUMP STATION 5  
WETWELL AND MANHOLE REHABILITATION**

IVGID Project Number 2299DI1104  
PWP No. WA-2024-055

Issued for Construction

**June 27, 2024**

Prepared for:

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**  
*Public Works Department*

Prepared by:

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**  
*Engineering Division*  
1220 Sweetwater Road  
Incline Village, Nevada 89451

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## ADVERTISEMENT FOR BIDS

Lump Sum Proposals via PlanetBids will be received by the Incline Village General Improvement District (IVGID or District) Public Works Department until 3:00 p.m. **May 29, 2024**, for:

### **SPS #5 Wetwell and Manhole Rehabilitation IVGID Project Number 2599DI1104**

Said Proposal shall include all labor, tools, implements, machinery, materials, and any incidentals necessary to complete the work in the manner and time prescribed, and in strict conformity with the Contract Documents, to the satisfaction of the District Engineer. The Project includes the following Work:

Rehabilitation and improvements to IVGID's Sewer Pump Station 5 steel wetwell and adjacent concrete manhole, located at 835 Lakeshore Boulevard in Incline Village, Washoe County, Nevada. Rehabilitation improvements include:

1. Providing a temporary bypass of manhole and wetwell, as required.
2. Steel wetwell contains lead in existing coating and must be abated per applicable OSHA and EPA requirements.
3. Prepare steel wetwell and concrete manhole surfaces and complete application of a new epoxy polymer lining system.

Owner anticipates that the Project's total bid price will be approximately \$200,000. The Project has an expected duration of 45 days.

The Bidders attention is directed to Nevada Revised Statutes 338.01165, which sets forth the requirements for the use of apprentices on public works and requires a contractor or subcontractor to comply with certain requirements relating to the use of apprentices on public works.

Digital copies of the plans, specifications and related documents are available through the District's PlanetBids portal at <https://pbsystem.planetbids.com/portal/30437/portal-home>. Only those bidders who have registered as a vendor and are included in and appear on the prospective bidders list may submit a bid.

This is a Prevailing Wage project. In accordance with the provisions of NRS 338, the IVGID Board of Trustees has ascertained from the Labor Commissioner the general prevailing wage in the locality of the District for each craft and type of workman, and the CONTRACT will contain in express terms the hourly and daily rate of such prevailing wage. The PWP number for this project is WA-2024-055.

No proposal will be accepted from a Contractor who is not licensed in accordance with the laws of this State to perform the work herein described. IVGID reserves the right to reject any or all bids pursuant to Nevada Law; to award a contract for less than all the work if funds now available are insufficient for completion of the total project; to waive any informalities or irregularities therein; and/or to award the bid to the lowest responsible bidder.

A **mandatory** pre-bid conference will be held on **May 22, 2024 at 10:00 a.m.** at the project site, 835 Lakeshore Boulevard, in Incline Village, Washoe County Nevada. All potential bidders are required to attend.

All questions and RFIs should be directed through the District's Planet Bids portal. Final date for receipt of any questions is May 24, 2024, by 3:00 p.m. For assistance with Planet Bids or downloading of documents, contact the IVGID Engineering office at 775-832-1267.

# INSTRUCTIONS TO BIDDERS

## ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

## ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents) through the District's PlanetBids portal at <https://pbsystem.planetbids.com/portal/30437/portal-home>. See Section 5 - Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project, and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Planet Bids Bidding Documents Website as indicated in the Invitation to Bid. Owner recommends that Bidder register as a plan holder with the Planet Bids website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive notices of any Addenda issued by Owner.
- 2.04 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders on the District's Planet Bids Bidding Documents Website. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.05 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified above.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader Version XI Standard or later. It is the intent of

the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.05.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

### **ARTICLE 3—QUALIFICATIONS OF BIDDERS**

3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within 48 hours of Owner's request, Bidder must submit the following information:

- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
- B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
- C. Washoe County Business License prior to commencing construction.
- D. Bidder shall have specific experience in the application of protective epoxy lining systems; the Bidder or their Applicator shall be trained by the protective lining materials manufacturer and provide documentation stating they are approved by the protective lining manufacturer.
- E. Such licenses as may be required by the laws of the State of Nevada for the performance of work specified in the Contract Documents. Such licenses are required at the time of submitting bid. One time raise in licensing monetary limits shall be approved by the State of Nevada prior to the time of submitting bid and shall be submitted with the bid.
- F. Each Bidder submitting a Bid Proposal to the Owner on a public work project whose estimated cost exceeds \$250,000 is responsible for ascertaining whether the Bidder intends to utilize the referenced statute for five percent (5%) preference and is also eligible for the bidder preference and other matters relating thereto provided in NRS Chapter 338.0117. The Bidder claiming the bid preference shall submit with their Bid Form:
  - 1. Certificate of Eligibility: A valid "Certificate of Eligibility" issued by the State of Nevada Contractor's Board, and
  - 2. Public Works Bidder's Preference Affidavit: A fully-executed copy of the Public Works Bidder's Preference Affidavit as proof of the Contractor's compliance with the provisions of NRS 338.

Failure to submit the Certificate of Eligibility and Affidavit with your Bid shall result in a waiver of any Bidder preference.

3.02 *Bid Form:*

- A. Bidder is to submit the following information with its Bid, to demonstrate Bidder's qualifications to perform the Work. Bids without such documentation included will be deemed Non-Responsive:
1. A list of all first-tier subcontractors, equipment, and materials suppliers that will supply more than five percent (5%) of the bid amount. If the Contractor intends to self-perform any portion of the Work exceeding five percent (5%) of the Bid Amount, the Contractor must also include the Contractor's name and identify the labor or portion of the Work the Contractor will self-perform in the list, as required by NRS 338.141.
  2. Within two (2) hours after the opening of Bids, those bidders submitting the three lowest Bids must submit the names of each first-tier subcontractor, equipment and material supplier that will supply more than 1% of the bid amount, or Fifty Thousand Dollars (\$50,000), whichever is greater. If the Contractor intends to self-perform any portion of the Work exceeding one percent (1%) of the Bid Amount or Fifty Thousand Dollars (\$50,000), whichever is greater, the Contractor must also include the Contractor's name and identify the labor or portion of the Work the Contractor will self-perform in the list, as required by NRS 338.141.
  3. A list of similar projects previously completed by Bidder, including contact person with their telephone number and email, and the date the project was completed.
    - a. Contractor is required to have successfully performed five (5) projects of similar scope within the last five (5) years, including a minimum project total cost of \$200,000, contract time of 15 to 60 days, and preferably work performed in the Lake Tahoe basin.
  4. Work history of Job Foreman/Superintendent, Pipe Foreman and Equipment Operator.
    - a. Contractor is required to staff project with a Job Foreman/Superintendent with minimum experience of five (5) years' experience with similar project work and five (5) projects within five (5) years greater than \$200,000.
  5. Bidder's state or other contractor license number, if applicable.

3.03 A Bidder's failure to submit required qualification information within the times indicated will result in the Bid being deemed Non-Responsive.

3.04 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

**ARTICLE 4—PRE-BID CONFERENCE**

4.01 A non-mandatory pre-bid conference will be held at the time and location indicated in the Invitation to Bid. Representatives of Owner and Engineer will be present to discuss the Project.

4.02 Information presented at the pre-bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

**ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
  - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
  - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
  - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
  - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
4. *Geotechnical Baseline Report/Geotechnical Data Report: NOT USED*

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Other Site-related Documents*

- A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:

Owner will make copies of these other Site-related documents available to any Bidder on request.

- B. Owner has not verified the contents of these other Site-related documents, and Bidder may not rely on the accuracy of any data or information in such documents. Bidder is responsible for any interpretation or conclusion Bidder draws from the other Site-related documents.
- C. The other Site-related documents are not part of the Contract Documents.
- D. Bidders are encouraged to review the other Site-related documents, but Bidders will not be held accountable for any data or information in such documents. The requirement to review and take responsibility for documentary Site information is limited to information in (1) the Contract Documents and (2) the Technical Data.

#### 5.04 *Site Visit and Testing by Bidders*

- A. It is recommended that Bidder visit the Site and become familiar with and satisfy Bidder as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- D. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

#### 5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

#### 5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

## **ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

### **6.01** *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder’s examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

## **ARTICLE 7—INTERPRETATIONS AND ADDENDA**

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer through Owner’s Planet Bids website. The closing date to submit questions is shown on the Advertisement to Bid.
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

## **ARTICLE 8—BID SECURITY**

- 8.01 A Bid must be accompanied by bid security made payable to Owner in an amount of five percent (5%) of Bidder’s maximum Bid price (determined by adding the base bid and all alternates) and in the form of a bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such bid bond will be issued in the form included in the Bidding Documents.
  - A. A copy of the bid security must be submitted with Bidder’s bid price on Planet Bids, and the original Bid Security must be mailed or hand-delivered to:
    - IVGID Public Works
    - 1220 Sweetwater Road
    - Incline Village NV 89451
    - Attn: R. Rector.
  - B. Postmark or hand-delivery of Bid Security must be the same date as Bid Date or the bid will be deemed nonresponsive.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and

furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.

- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

#### **ARTICLE 9—CONTRACT TIMES**

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

#### **ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS**

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

#### **ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 11.01 If the Instructions to Bidders require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required.
- 11.02 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent

Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 11.03 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.
- 11.04 Contractor shall not be required to employ any Subcontractor, Supplier, individual or entity against whom Contractor has reasonable objection.

## **ARTICLE 12—PREPARATION OF BID**

- 12.01 The Bid Form is included as Section 3 of the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.

- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state of Nevada, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state of Nevada, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

### **ARTICLE 13—BASIS OF BID**

- 13.01 The basis of Bid is set in Section 3 – Bid Form. Description of the various basis of Bid are as follows:
  - A. If Bid is Lump Sum
    - 1. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.
  - B. If bid is a Base Bid with Alternates
    - 1. Bidders must submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.
    - 2. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.
  - C. If bid is a Unit Price
    - 1. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
    - 2. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity," which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
    - 3. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

## **ARTICLE 14—SUBMITTAL OF BID**

- 14.01 The Bid Form is to be completed and submitted to the District's Planet Bids portal on or before the date specified in the Invitation to Bid, together with a copy of the Bid security and any other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 The original Bid security shall be submitted per Article 8 of these Instructions to Bidders.
- 14.03 The Bidder assumes the sole responsibility for timely delivery of its Bid. Bidders shall allow sufficient time for all bid files to transmit from Bidder's server to the server of the District's bid system. Bid files shall be completely transmitted to IVGID's bid system prior to the time specified or the bid will be rejected by the bid system.

## **ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID**

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

## **ARTICLE 16—OPENING OF BIDS**

- 16.01 Bids will be opened at the time and place indicated in the Invitation to Bid and, unless obviously non-responsive, become publicly available. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.
- 16.02 All Bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

## **ARTICLE 17—EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 17.01 Owner reserves the right to reject any or all Bids pursuant to Nevada State law, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 17.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 17.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of

the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

17.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.

17.05 *Evaluation of Bids*

- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- B. If the Unit Bid Item prices and/or schedule of values of a prospective Bidder's Bid are obviously unbalanced, either in excess or below the reasonable cost analysis values, the Bid may be rejected. All bids with separately-priced line items shall be analyzed to determine if the prices are unbalanced. A Bid may be rejected if Owner determines that the lack of balance poses an unacceptable risk to Owner. A Bid with unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more bid items is significantly over- or understated, as indicated by the application of cost or price analysis techniques. The greatest risks associated with unbalanced pricing occur when:
  - 1. Overpricing of startup work, mobilization, or early items of work ("front-end loading") would cause a Bidder to receive substantial up-front payment;
  - 2. Base quantities and option quantities are separate line items;
  - 3. The quantities as bid are incorrect and the contract cost will be increased when quantities are corrected; and/or
  - 4. On items when the quantities may vary, if the anticipated variation in quantity would result in the lower Bidder not remaining as the low bidder.
- C. More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- D. In evaluating bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data as may be requested in the Bid Form or prior to the Notice of Award.
- E. In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- F. Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.
- G. If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interest of the Project.
- H. Owner reserves the right to reduce the Scope of Work up to twenty-five percent (25%) of the total Bid price by deleting items and/or reducing the Scope of Work without invalidating the

Bid, if necessary, to reduce the cost of the project to within the Engineer's Estimate and/or Owner's budget.

- I. Any Bidder which submitted a Bid to Owner may protest the recommendation of award in accordance with procedures as set forth in NRS 338.

#### **ARTICLE 18—BONDS AND INSURANCE**

- 18.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by one (1) copy of each of the required bonds and insurance documentation.
- 18.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

#### **ARTICLE 19—SIGNING OF AGREEMENT**

- 19.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the other Contract Documents as identified in the Agreement. Within 10 business days thereafter, Successful Bidder must execute the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 20 business days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

#### **ARTICLE 20—SALES AND USE TAXES**

- 20.01 Owner is exempt from Nevada state sales and use taxes on materials and equipment to be incorporated in the Work (Exemption No. 88-760004K). Per Section 15, Chapter 338 of the NRS, each contractor, subcontractor and other person who provides labor, equipment, materials, supplies or services for the Work will comply with the requirements of all applicable state and local laws, including, without limitation, any applicable licensing requirements and requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the Work. Said taxes must not be included in the Bid. Refer to Paragraph SC-7.10 of the Supplementary Conditions for additional information.

#### **ARTICLE 21—NEVADA REVISED STATUTES**

- 21.01 Each and every provision of Chapters 332, 338 and 339 of the Nevada Revised Statutes (NRS) and other laws required to be inserted in these Contract Documents shall be deemed to be inserted herein, and the Contract Documents shall be read and enforced as though they are included herein.
- 21.02 In accordance with NRS 338, the Successful Contractor shall report the name and address of each subcontractor to the Owner and Washoe County Labor Commissioner if the estimated total price of the Contract exceeds \$100,000.
- 21.03 Bidder's attention is directed to Chapter 527, Statutes of Nevada 2019, enacted by the Nevada Legislature by passage of Senate Bill 207, an act relating to apprentices, requiring contractor and subcontractors to comply with certain requirements relating to the use of apprentices on public

works projects. *The two lowest responsive bidders will be required to fill out and submit a copy of the project Workforce Checklist, a sample copy of which follows this Section.*

#### **ARTICLE 22—HISTORICAL AND ARCHAEOLOGICAL**

22.01 If, during the course of construction, evidence of deposits of historical or archaeological interest is found, the Contractor shall cease operation(s) affecting the find and shall notify the Owner. No further disturbance of the deposits shall ensue until the Owner has notified the Contractor that he may proceed.

#### **ARTICLE 23—SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION**

23.01 These construction documents are to be governed at all times by applicable provisions of the Federal Law, including but not limited to the latest amendment of the following:

- A. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 94-596
- B. Part 1910 -- Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations
- C. Part 1926 -- Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations.

**END OF INSTRUCTIONS**

## SECTION 3 - BID FORM

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

### ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Incline Village General Improvement District  
Public Works Department  
1220 Sweetwater Road  
Incline Village NV 89451  
775-832-1267

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of Nevada, or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number as evidence of Bidder's State Contractor's License, or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- F. Required Bidder Qualification Statement with supporting data; and
- G. [List other documents and edit above as pertinent].

### ARTICLE 3—BASIS OF BID—LUMP SUM BID AND BID ALTERNATE PRICES

1.01 Bidder will complete the Work in accordance with the Contract Documents for the following Lump Sum price(s):

**BASE BID**

Description	Total (In Numbers)
SPS #5 Steel Wetwell and Concrete Manhole Rehabilitation	\$ 93,500.00
<b>Total BASE BID In Words:</b> Ninety-three thousand five hundred Dollars and zero cents	

**BID ALTERNATE 1**

Description	Total (In Numbers)
SPSS Wetwell Bypass Setup & Operation	\$29,500.00
<b>Total BID ALT 1 In Words:</b> Twenty-nine thousand five hundred Dollars and zero cents	

**BID ALTERNATE 2**

Description	Total (In Numbers)
Concrete Manhole Bypass Setup & Operation	\$ 29,500.00
<b>Total BID ALT 2 In Words:</b> Twenty-nine thousand five hundred Dollars and zero cents	

**ARTICLE 4 - TIME OF COMPLETION**

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 5 - BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

- 5.01 *Bid Acceptance Period*
  - A This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 *Instructions to Bidders*
  - A Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Addenda are to be acknowledged through the District's PlanetBids web portal.

**ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
  7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
  9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Farr Construction Corporation dba. Resource Development Company

*(typed or printed name of organization)*

By:



*(individual's signature)*

Name: Jeff Farr

*(typed or printed)*

Title: President

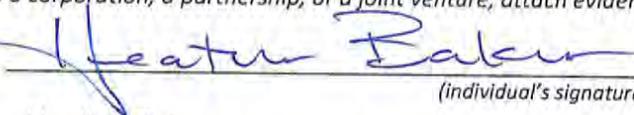
*(typed or printed)*

Date: 5/29/24

*(typed or printed)*

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest:



*(individual's signature)*

Name: Heather Baker

*(typed or printed)*

Title: Bid Coordinator

*(typed or printed)*

Date: 5/29/24

*(typed or printed)*

Address for giving notices:

1050 Linda Way Sparks, NV 89431

Bidder's Contact:

Name: Jeff Farr

*(typed or printed)*

Title: President

*(typed or printed)*

Phone: 775-356-8004

Email: jfarr@resourcedevelopmentco.com , hbaker@resourcedevelopmentco.com

Address:

1050 Linda Way

Sparks, NV

89431

Bidder's Contractor License No.: (if applicable) 0075026      A- General Engineering

**ADDITIONAL INFORMATION REQUIRED AT BID**  
**Reference Instructions to Bidders Section 2**

List five (5) similar projects completed by Contractor within the last 5 years:

Contact Name & Phone No.	Description of Work	Date Complete	Cost
Matt Smith (775) 399-0149 smithm@reno.gov	TMWA-Secondary Clarifier 2A Rehabilitation Project	1/11/2024	\$947,100
	Repair and replacement of joint sealants, installation of steel hardware and preparation for coating of steel		
Carollo Engineering (775) 324-4427	Truckee Donner Public Utility District - Roundhill Tank Rehab Project	8/26/23	\$552,660.00
	300K Tank, weld repairs, interior and exterior coating, burried pipe replacement, new appurtences and acillary items.		
Heidi Baugh (530) 543-6270 hbaugh@stpud.us	STPUD-2023 Flagpole 2 / Iroquois 2 Tanks Recoating Project	10/3/23	\$446,900
	Removing existing coatings on the tanks interiors, preparing the surface, and recoating the interiors of both tanks. The exterior of of one tank was also prepared and overcoated.		
Derek Starkey (775) 784-9918 dstarkey@cityoffernley.org	City of Fernley-US50A-US95A Sanitary Sewer Improvements	6/28/2023	\$341,220.00
	Rehab of Sanitary Sewer Manholes, Installation of a Precast polymer manhole,connection of existing sanitary sewer pipe to new manhole, installing forcemain appurtences , Trenching and Excavation, and Bypass pumping		
Josh Minshall (707) 776-3785 jminshall@cityofpetaluma.org	City of Petaluma - Ellis Creek Channel Coating	3/30/2023	\$244,500
	Repaired the UV treatment channel concrete walls and the Constructing,furnishing, installing, testing and restarting use of the channel for recycled water treatment.		

**Work Experience:** List years of experience with similar projects, project descriptions, locations and costs, for proposed Job Foreman/ Superintendent:

Forman/Super's Name	Title	Years' Experience	
Jesse Neurenberg	Coating Superintendent	18	
<b>Name &amp; Location of Project</b> City of Fernley-US50A-US95A Sanitary Sewer Improvements Fernley, CA	<b>Description</b> Rehab of Sanitary Sewer Manholes, Install of a Precast polymer manhole,connection of existing sanitary sewer pipe to new manhole, installing forcemain appurtences	<b>Project Cost</b> \$341,220	<b>Date Completed</b> 6/28/2023
<b>Name &amp; Location of Project</b> South Tahoe Public Utility District- 2023 Flagpole 2 / Iroquois 2 Tanks Recoating Project County of El Dorado, California	<b>Description</b> Removing existing coatings on the tanks interiors, preparing the surface, and recoating the interiors of both tanks. The exterior of of one tank was also prepared and overcoated.	<b>Project Cost</b> \$446,900	<b>Date Completed</b> 10/3/23
<b>Name &amp; Location of Project</b> Truckee Donner Public Utility District - Roundhill Tank Rehab Project Roundhill Dr, Truckee, CA 96161	<b>Description</b> 300K Tank, weld repairs, interior and exterior coating, burried pipe replacement, new appurtences and acillary items.	<b>Project Cost</b> \$552,660	<b>Date Completed</b> 8/26/23
<b>Name &amp; Location of Project</b> Truckee Meadows Water Reclamation Facility- Secondary Clarifier 2A Rehab Project Sparks, NV	<b>Description</b> Repair and replacement of joint sealants, installation of steel hardware and preparation for coating of steel	<b>Project Cost</b> \$947,100	<b>Date Completed</b> 1/11/2024

**NRS 338.141: List of Subcontractors and Contractor Self Performance Exceeding Five Percent (5%) of Bid Amount**

List below the name, address and contractor's or business license number of each first tier subcontractor, equipment or materials supplier who will provide labor, equipment or supplies on the project for which the subcontractor or supplier will be paid an amount exceeding five percent (5%) of the contractor's base bid. For each subcontractor/ supplier listed, also describe the kind of work, equipment or materials the subcontractor/ supplier will provide. (Use an additional sheet, if necessary.)

Prime Contractor's Name, Address & Phone No.	Nevada Contractor License No./License Limit
Farr Construction Corporation dba. Resource Development Company 1050 Linda Way Sparks, NV 89431 775-356-8004	0075026 Unlimited
Kind of Work/Supplies	% of Work/Supplies
Description of work being self-performed by Contractor: All work but what is listed below.	100%

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
NONE.	
Kind of Work/Supplies	% of Work/Supplies

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	% of Work/Supplies

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	% of Work/Supplies

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	% of Work/Supplies

**NRS 338.141: List of Subcontractors and Contractor Self Performance Exceeding One Percent (1%) of Bid Amount or \$50,000, whichever is greater (Two Hour List)**

List below the name, address and contractor's or business license number of each first tier subcontractor, equipment or materials supplier who will provide labor, equipment or supplies on the project for which the subcontractor or supplier will be paid an amount exceeding one percent (1%) of the contractor's base bid. For each subcontractor/ supplier listed, also describe the kind of work, equipment or materials the subcontractor/ supplier will provide. (Use an additional sheet, if necessary.)

Prime Contractor's Name, Address & Phone No.	Nevada Contractor License No./License Limit
Farr Construction Corporation dba. Resource Development Company 1050 Linda Way Sparks, NV 89431 775-356-8004	0075026  Unlimited
Kind of Work/Supplies	% of Work/Supplies
Description of work being self-performed by Contractor: All work but what is listed below.	100%

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
NONE.	
Kind of Work/Supplies	% of Work/Supplies

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	% of Work/Supplies

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	% of Work/Supplies

Subcontractor or Supplier Name, Address & Phone No.	Nevada Contractor License No./License Limit
Kind of Work/Supplies	% of Work/Supplies

**PUBLIC WORKS BIDDERS PREFERENCE AFFIDAVIT**

I, Jeff Farr, on behalf of Farr Construction Corporation dba. Resource Development Company ("Contractor"), hereby certify and affirm under penalty of perjury, for purposes of qualifying for a preference in bidding under Nevada Revised Statutes Chapter 338 on Project No. 2599DI1104 / PWP WA-2024-055, Project Name SPS #5 Wetwell and Manhole Rehabilitation ("Project"), that the following requirements will be adhered to, documented and attained for the duration of the Project:

1. At least fifty percent (50%) of workers employed on the Project (including Subcontractors) hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles;
2. All vehicles used primarily for the Project will be (a) registered and (where applicable) partially apportioned to Nevada; or (b) registered in Nevada;
3. At least fifty percent (50%) of the design professionals who work on the Project (including subcontractors) hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles;
4. The Contractor shall maintain and make available for inspection within Nevada all payroll records related to this Project.

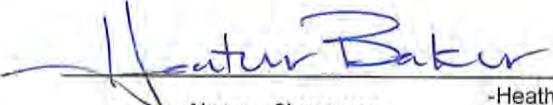
Contractor recognizes and accepts that failure to comply with the requirements herein shall be a material breach of the contract and entitle the Incline Village General Improvement District ("Authority") to liquidated damages in the amount set by statute. In addition, the Contractor recognizes and accepts that failure to comply with any requirements herein may lose its certification for preference in bidding for five (5) years and/or the ability to bid on any contracts for public works for one (1) year pursuant to NRS Chapter 338.

Signature:   
 Print Name: Jeff Farr  
 Title: President Date: 5/29/24

State of Nevada )  
 )ss.  
 County of Washoe )

This instrument was acknowledged before me on 29th day of May, 2024, by Jeff Farr (name of person making statement).



  
 Notary Signature -Heather Baker

NOTARY STAMP

## Bid Results

### Bidder Details

**Vendor Name** Farr Construction Corporation dba. Resource Development Company  
**Address** 1050 Linda Way  
Sparks, Nevada 89431  
United States  
**Respondee** Jeff Farr  
**Respondee Title** President  
**Phone** 775-356-8004  
**Email** hbaker@resourcedevelopmentco.com  
**Vendor Type**  
**License #**

### Bid Detail

**Bid Format** Electronic  
**Submitted** 05/29/2024 2:16 PM (PDT)  
**Delivery Method**  
**Bid Responsive**  
**Bid Status** Submitted  
**Confirmation #** 380658

### Respondee Comment

### Buyer Comment

### Attachments

File Title	File Name	File Type
1. Section 3 - Bid Form, Pages 1 - 9 - FINAL.pdf	1. Section 3 - Bid Form, Pages 1 - 9 - FINAL.pdf	Section 3 - Bid Form, Pages 1 - 9
2. Bid Form Attachments per Article 2 - FINAL.pdf	2. Bid Form Attachments per Article 2 - FINAL.pdf	Bid Form Attachments per Article 2
3. Bid Bond - Executed - FINAL.pdf	3. Bid Bond - Executed - FINAL.pdf	Copy of Bid Bond

## Line Items

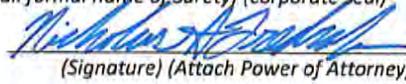
Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
<b>Section 1</b>							\$93,500.00		
1	1		Section 03 - Base Bid Form	LS	1	\$93,500.00	\$93,500.00	Yes	
<b>Section 2</b>							\$29,500.00		
2	2		Section 03 - Add Alternate #1 (SPS Bypass)	LS	1	\$29,500.00	\$29,500.00	Yes	
<b>Section 3</b>							\$29,500.00		
3			Section 03 - Add Alternate #2 (MH Bypass)	LS	1	\$29,500.00	\$29,500.00	Yes	

## Line Item Subtotals

Section Title	Line Total
Section 1	\$93,500.00
Section 2	\$29,500.00
Section 3	\$29,500.00
<b>Grand Total</b>	<b>\$152,500.00</b>

## SECTION 4 - BID BOND

<b>Bidder</b> Name: Farr Construction Corporation dba Resource Development Company Address (principal place of business): 1050 Linda Way Sparks, NV 89431	<b>Surety</b> Name: Old Republic Surety Company Address (principal place of business): P.O. Box 1635 Milwaukee, WI 53201
<b>Owner</b> Name: <b>Incline Village GID</b> Address (principal place of business): <b>Public Works Department</b> <b>1220 Sweetwater Road</b> <b>Incline Village, NV 89451</b> <b>775-832-1267</b>	<b>Bid</b> Project (name and location): <b>Incline Village GID</b> <b>SPS #5 Wetwell and Manhole Rehabilitation</b> <b>835 Lakeshore Boulevard</b> <b>Incline Village, NV 89451</b> Bid Due Date: <b>May 29, 2024</b>
<b>Bond</b> Bond Amount: Five (5%) Percent Of Total Amount Bid (5% Of Total Bid) Date of Bond: May 29, 2024	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Farr Construction Corporation dba Resource Development Company <i>(Full formal name of Bidder)</i>	Surety Old Republic Surety Company <i>(Full formal name of Surety) (corporate seal)</i>
By: <u></u> <i>(Signature)</i> Name: <u>Jeff Farr</u> <i>(Printed or typed)</i> Title: <u>President</u>	By: <u></u> <i>(Signature) (Attach Power of Attorney)</i> Name: <u>Nicholas A. Fredrickson</u> <i>(Printed or typed)</i> Title: <u>Attorney-in-Fact</u>
Attest: <u></u> <i>(Signature)</i> Name: <u>Heather Baker</u> <i>(Printed or typed)</i> Title: <u>Witness</u>	Attest: <u></u> <i>(Signature)</i> Name: <u>Andrew Kerslake</u> <i>(Printed or typed)</i> Title: <u>Witness</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid, as determined by Owner, for the work required by the Contract Documents, provided that:
  - 1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the bond amount set forth on the face of this Bond, and
  - 1.2. In no event will Bidder's and Surety's obligation hereunder exceed the bond amount set forth on the face of this Bond.
  - 1.3. Recovery under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions will not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond must be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: John R. Claeys, Ronald J. Lange, Guy P. Armfield, Scott C. McGilvray, Susan B. Larson, Deanna M. French, Scott Fisher, Elizabeth R. Hahn, Jana M. Roy, Mindee L. Rankin, Roger Kaltenbach, Nicholas A. Fredrickson, Scott A. Garcia, William M. Smith, Charla M. Boadle, Derek D. Sabo, Andrew Kerslake,

Katelyn Cooper, Alec Gumpfer, Gregory C. Ryerson, Andrew P. Larsen of Bellevue, WA its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 4th day of August, 2023.

Karen J. Haffner  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 4th day of August, 2023, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson  
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

78 8820



Signed and sealed at the City of Brookfield, WI this 29th day of May, 2024.

Karen J. Haffner  
Assistant Secretary

ORSC 22262 (3-06)

Parker, Smith & Feek Ins LLC

**BARBARA K. CEGAVSKE**  
Secretary of State

**KIMBERLEY PERONDI**  
Deputy Secretary for  
Commercial Recordings

**STATE OF NEVADA**



**OFFICE OF THE  
SECRETARY OF STATE**

*Commercial Recordings Division*  
202 N. Carson Street  
Carson City, NV 89701  
Telephone (775) 684-5708  
Fax (775) 684-7138  
  
*North Las Vegas City Hall*  
2250 Las Vegas Blvd North, Suite 400  
North Las Vegas, NV 89030  
Telephone (702) 486-2880  
Fax (702) 486-2888

**Certified Copy**

06/25/2021 14:26:56 PM

Work Order Number: W2021062501371 - 1418133  
Reference Number: 20211562836  
Through Date: 06/25/2021 14:26:56 PM  
Corporate Name: FARR CONSTRUCTION CORPORATION

The undersigned filing officer hereby certifies that the attached copies are true and exact copies of all requested statements and related subsequent documentation filed with the Secretary of State's Office, Commercial Recordings Division listed on the attached report.

Document Number	Description	Number of Pages
00000334560-41	Articles of Incorporation - 08/04/2005	1



Certified By: Electronically Certified  
Certificate Number: B202106281785238  
You may verify this certificate  
online at <http://www.nvsos.gov>

Respectfully,

BARBARA K. CEGAVSKE  
Nevada Secretary of State



DEAN HELLER  
 Secretary of State  
 206 North Carson Street  
 Carson City, Nevada 89701-4299  
 (775) 684 5708  
 Website: secretaryofstate.blz

**Articles of Incorporation**  
 (PURSUANT TO NRS 78)

Filed in the office of <i>Dean Heller</i> Dean Heller Secretary of State State of Nevada	Document Number <b>00000334560-41</b>
	Filing Date and Time <b>08/04/2005 7:59 AM</b>
	Entity Number <b>E0538802005-4</b>

**Important: Read attached instructions before completing form.**

ABOVE SPACE IS FOR OFFICE USE ONLY

<b>1. Name of Corporation:</b>	<u>Fast Construction Corporation</u>
<b>2. Resident Agent Name and Street Address:</b> <small>(must be a Nevada address where process may be served)</small>	Name <u>Jeff Farr</u> Street Address <u>3760 Boulder Ct.</u> <u> Reno </u> <u> NEVADA </u> <u> 89507 </u> City State Zip Code Optional Mailing Address _____ City State Zip Code
<b>3. Shares:</b> <small>(number of shares corporation authorized to issue)</small>	Number of shares with par value: <u>5,000,000</u> Par value: \$ <u>.001</u> Number of shares without par value: <u>0</u>
<b>4. Names &amp; Addresses of Board of Directors/Trustees:</b> <small>(attach additional page if there is more than 3 directors/trustees)</small>	1. Name <u>Jeff Farr</u> Street Address <u>3760 Boulder Ct</u> <u> Reno </u> <u> NV </u> <u> 89507 </u> City State Zip Code 2. Name _____ Street Address _____ City State Zip Code 3. Name _____ Street Address _____ City State Zip Code
<b>5. Purpose:</b> <small>(optional-see instructions)</small>	The purpose of this Corporation shall be: <u>Conduct Legal Business</u>
<b>6. Names, Address and Signature of Incorporator:</b> <small>(attach additional page if there is more than 1 incorporator)</small>	Name <u>Jeff Farr</u> Signature <u>[Signature]</u> Address <u>3760 Boulder Ct</u> <u> Reno </u> <u> NV </u> <u> 89507 </u> City State Zip Code
<b>7. Certificate of Acceptance of Appointment of Resident Agent:</b>	I hereby accept appointment as Resident Agent for the above named corporation. Authorized Signature of R.A. or On Behalf of R.A. Company <u>[Signature]</u> Date <u>04 Aug 2005</u>

This form must be accompanied by appropriate fees. See attached fee schedule.

Nevada Secretary of State Form 78 ARTICLES.2003  
 Revised on 11/21/03

## STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that

### FARR CONSTRUCTION CORPORATION dba RESOURCE DEVELOPMENT COMPANY

Licensed since June 28, 2010

License No. **0075026**

Is duly licensed as a contractor in the following classification(s):

**PRINCIPALS:**

JEFFREY FARR, President, QI  
CHRISTOPHER ERB, Vice President

**A General Engineering**

LIMIT: Unlimited  
EXPIRES: 06/30/2024

  
\_\_\_\_\_  
Chair, Nevada State Contractors Board



# SECRETARY OF STATE



## NEVADA STATE BUSINESS LICENSE FARR CONSTRUCTION CORPORATION

**Nevada Business Identification # NV20051549969**

**Expiration Date: 08/31/2024**

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.

**License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which, by law, cannot be waived.**



Certificate Number: B202308163882715

You may verify this certificate  
online at <http://www.nvsos.gov>

IN WITNESS WHEREOF, I have hereunto set my  
hand and affixed the Great Seal of State, at my  
office on 08/16/2023.

FRANCISCO V. AGUILAR  
Secretary of State

**LICENSE NUMBER**

W035816A-LIC

**LICENSE TYPE**

Annual  
Active

**THIS CERTIFIES THAT  
IN THE NAME OF  
LOCATED AT**

**LICENSE - NOT TRANSFERRABLE**  
POST IN A CONSPICUOUS PLACE



**COUNTY OF  
WASHOE  
NEVADA**



This license cannot be transferred or assigned. It is valid only for the licensee and location shown below.

**YEAR LICENSE VALID**

Expires on 05/31/2024

**LICENSE FEE PAID**

**RESOURCE DEVELOPMENT COMPANY**  
Farr Construction Corp  
1050 LINDA WAY, SPARKS, NV

**RESOURCE DEVELOPMENT COMPANY**  
Farr Construction Corp  
1050 LINDA WAY

SPARKS, NV 89431

This license certifies that the name above has paid the required fees to the license collector of Washoe County and is hereby authorized to conduct business and is subject to the provisions of law.



# NEVADA STATE CONTRACTORS BOARD

5390 KIETZKE LANE, SUITE 102, RENO, NEVADA, 89511 (775) 688-1141 FAX (775) 688-1271, INVESTIGATIONS (775) 688-1150  
8400 WEST SUNSET COURT, SUITE 150, LAS VEGAS, NEVADA, 89113 (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

## CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: BPC-11-02-16-0450

**FARR CONSTRUCTION CORPORATION DBA RESOURCE DEVELOPMENT COMPANY** (HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS' LICENSE NUMBER: 0075026 ORIGINAL ISSUE DATE: 06/28/2010 BUSINESS TYPE: **CORPORATION** CLASSIFICATION: **A-GENERAL ENGINEERING** MONETARY LICENSE LIMIT: **UNLIMITED** STATUS: **ACTIVE**, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON JULY 1, 2023 AND EXPIRES ON JUNE 30, 2024, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.



*Susan Broili Kamesch*  
SUSAN BROILI KAMESCH, LICENSING ADMINISTRATOR      6.27.2023  
FOR MARGI A. GREIN, EXECUTIVE OFFICER      DATE

The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.

160 Gamma Drive  
Pittsburgh, PA 15238  
Tele: 856/616-8222  
Fax: 856/616-8228  
[www.sauereisen.com](http://www.sauereisen.com)

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May 28, 2024

RE: Farr Construction (dba Resource Development Co): Qualified Applicator

To Whom It May Concern:

This is to certify that Sauereisen has certified and approved Farr Construction (dba Resource Development Co) to apply our materials.

We have confirmed that the personnel of Farr Construction (dba Resource Development Co) are approved in the handling, mixing and application of Sauereisen products. They have demonstrated that they are experienced and qualified to apply all Sauereisen corrosion products.

If there are any questions regarding this matter, please direct them to my attention.

Sincerely,

A handwritten signature in black ink that reads "Scott Wendling". The signature is written in a cursive, flowing style.

Scott Wendling  
Western Regional Manager  
SW/CKK

**SECTION 5**  
**AGREEMENT BETWEEN OWNER AND CONTRACTOR**  
**FOR CONSTRUCTION CONTRACT**

This Agreement is by and between the **Incline Village General Improvement District** (“Owner” or “IVGID”) and **Farr Construction dba Resource Development Company** (“Contractor”). This Agreement will be effective on **June 27, 2024** (which is the Effective Date of the Contract). Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

**ARTICLE 1—WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Rehabilitation of the District’s Sewer Pump Station #5, including lead abatement, recoating both the wetwell and manhole with Sauereisen Sewergard 210X, or approved equal, and installation and operation of a temporary bypass system.**

**ARTICLE 2—THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **SPS #5 Wetwell and Manhole Rehabilitation.**
- 2.01 IVGID’s Engineering Division is to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 2.02 The part of the Project that pertains to the Work has been designed by the IVGID Engineering Division.

**ARTICLE 3—CONTRACT TIMES**

- 3.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- B. The OWNER anticipates issuing the Notice to Proceed on or about June 27, 2024.
- 3.02 *Contract Times: Dates*
- A. The Work will be substantially complete on or before **August 23, 2024**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **August 30, 2024**.
- 3.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time.

Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
  4. Liquidated damages for failing to timely attain Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

#### **ARTICLE 4—CONTRACT PRICE**

4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than accepted bid-alternate Price Work, a lump sum of **\$93,500**.  
All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.
- B. For all Owner-accepted Bid Alternate Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work as shown on the Bid Form. The total estimated Contract Price is **\$59,000**.  
The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.
- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

#### **ARTICLE 5—PAYMENT PROCEDURES**

5.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions. Applications for Payment are to be sent to ap@ivgid.org.

5.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment, as recommended by Engineer, on or about the first day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
    - a. Ninety-five percent (95%) of the value of the Work completed (with the balance being retainage).
      - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage.
    - b. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to ninety-seven and one-half percent (97.5%) of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

5.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, and as recommended by Engineer, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

5.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

5.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of six percent (6%) per annum.

**ARTICLE 6—CONTRACT DOCUMENTS**

6.01 *Contents*

- A. The Contract Documents consist of all of the following:
  - 1. This Agreement.
  - 2. Contractor's Bid dated **May 29, 2024**.

3. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  4. General Conditions.
  5. Supplementary Conditions.
  6. Specifications as listed in the table of contents of the project manual (copy of list attached).
  7. Drawings (not attached but incorporated by reference) consisting of three **(3)** sheets with each sheet bearing the following general title: **SPS #5 Wetwell and Manhole Rehabilitation**
  8. Addenda #1, #2, and #3.
  9. Exhibits to this Agreement (enumerated as follows):
    - a. Documentation submitted by Contractor prior to Notice of Award **May 29, 2024**.
    - b. For all projects over \$100,000, State of Nevada Prevailing Wage Rates, Washoe County, current edition as of Bid Opening date of project.
  10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 6.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 7—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **7.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 7.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner,

(b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

7.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

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

\_\_\_\_\_  
Sara Schmitz, Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
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

PERFORMANCE BOND

<b>Contractor</b> Name: Farr Construction Corporation dba Resource Development Company Address (principal place of business): 1050 Linda Way Sparks, NV 89431	<b>Surety</b> Name: Old Republic Surety Company Address (principal place of business): P.O. Box 1635 Milwaukee, WI 53201
<b>Owner</b> Incline Village General Improvement District Mailing address (principal place of business): Public Works Division; 1220 Sweetwater Road; Incline Village, NV 89451	<b>Contract</b> Description (name and location): IVGID SPS #5 Wetwell and Manhole Rehabilitation 835 Lakeshore Boulevard Incline Village, NV 89451 Contract Price: \$152,500.00 Effective Date of Contract: June 27, 2024
<b>Bond</b> Bond Amount: \$152,500.00 (One Hundred Fifty Two Thousand Five Hundred and 00/100 Dollars) Date of Bond: June 27, 2024 (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
<b>Contractor as Principal</b> Farr Construction Corporation dba Resource Development Company (Full formal name of Contractor) By: _____ (Signature) Name: <u>Jeff Farr</u> (Printed or typed) Title: <u>President</u> Attest: <u>Heather Baker</u> (Signature) Name: <u>Heather Baker</u> (Printed or typed) Title: <u>Witness</u>	<b>Surety</b> Old Republic Surety Company (Full formal name of Surety) (corporate seal) By: _____ (Signature) (Attach Power of Attorney) Name: <u>Roger Kaltenbach</u> (Printed or typed) Title: <u>Attorney-in-Fact</u> Attest: <u>Nicholas Fredrickson</u> (Signature) Name: <u>Nicholas Fredrickson</u> (Printed or typed) Title: <u>Witness</u>
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	



1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
  - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
  - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
  - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
    - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
    - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner

to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

- 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
  - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
  9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
  10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
  11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
  12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
  13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
  14. Definitions
    - 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
    - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
    - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
    - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
    - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
  15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
  16. Modifications to this Bond are as follows: **[Describe modification or enter "None"]** NONE



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: John R. Claeys, Ronald J. Lange, Guy P. Armfield, Scott C. McGilvray, Susan B. Larson, Deanna M. French, Scott Fisher, Elizabeth R. Hahn, Jana M. Roy, Mindee L. Rankin, Roger Kallenbach, Nicholas A. Fredrickson, Scott A. Garcia, William M. Smith, Charla M. Boadle, Derek D. Sabo, Andrew Kerslake,

Katelyn Cooper, Alec Gumpfer, Gregory C. Ryerson, Andrew P. Larsen of Bellevue, WA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 4th day of August, 2023.

*Karen J. Haffner*  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

*Alan Pavlic*  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 4th day of August, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Kathryn R. Pearson*  
Notary Public

My Commission Expires: September 28, 2026  
(Expiration of notary's commission does not invalidate this instrument)

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



78 8820

Signed and sealed at the City of Brookfield, WI this 27th day of June, 2024.

*Karen J. Haffner*  
Assistant Secretary

ORSC 22262 (3-06)

Parker, Smith & Feek Ins LLC

**SECTION 7 - PAYMENT BOND**

<p><b>Contractor</b></p> <p>Name: Farr Construction Corporation dba Resource Development Company Address (principal place of business): 1050 Linda Way Sparks, NV 89431</p>	<p><b>Surety</b></p> <p>Name: Old Republic Surety Company Address (principal place of business): P.O. Box 1635 Milwaukee, WI 53201</p>
<p><b>Owner: Incline Village General Improvement District</b></p> <p>Mailing address (principal place of business): Public Works Department; 1220 Sweetwater Road, Incline Village, NV 89451</p>	<p><b>Contract</b></p> <p>Description (name and location): IVGID SPS #5 Wetwell and Manhole Rehabilitation 835 Lakeshore Boulevard Incline Village, NV 89451 Contract Price: \$152,500.00 Effective Date of Contract: June 27, 2024</p>
<p><b>Bond</b></p> <p>Bond Amount: \$152,500.00 (One Hundred Fifty Two Thousand Five Hundred and 00/100 Dollars) Date of Bond: June 27, 2024 <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p><b>Contractor as Principal</b></p> <p>Farr Construction Corporation dba Resource Development Company <i>(Full formal name of Contractor)</i></p> <p>By: _____ <i>(Signature)</i></p> <p>Name: <u>Jeff Farr</u> <i>(Printed or typed)</i></p> <p>Title: <u>President</u></p> <p>Attest: <u>Heather Baker</u> <i>(Signature)</i></p> <p>Name: <u>Heather Baker</u> <i>(Printed or typed)</i></p> <p>Title: <u>Witness</u></p>	<p><b>Surety</b></p> <p>Old Republic Surety Company <i>(Full formal name of Surety) (corporate seal)</i></p> <p>By: _____ <i>(Signature) (Attach Power of Attorney)</i></p> <p>Name: <u>Roger Kaltenbach</u> <i>(Printed or typed)</i></p> <p>Title: <u>Attorney-in-Fact</u></p> <p>Attest: <u>Nicholas Fredrickson</u> <i>(Signature)</i></p> <p>Name: <u>Nicholas Fredrickson</u> <i>(Printed or typed)</i></p> <p>Title: <u>Witness</u></p>
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	



1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
  - 5.1. Claimants who do not have a direct contract with the Contractor
    - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2. Pay or arrange for payment of any undisputed amounts.
  - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract,

whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
  - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
    - 16.1.1. The name of the Claimant;
    - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
    - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
    - 16.1.4. A brief description of the labor, materials, or equipment furnished;
    - 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
    - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
    - 16.1.7. The total amount of previous payments received by the Claimant; and
    - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
  - 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
  - 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
  - 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **[Describe modification or enter "None"] NONE**



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: John R. Claeys, Ronald J. Lange, Guy P. Armfield, Scott C. McGilvray, Susan B. Larson, Deanna M. French, Scott Fisher, Elizabeth R. Hahn, Jana M. Roy, Mindee L. Rankin, Roger Kaltenbach, Nicholas A. Fredrickson, Scott A. Garcia, William M. Smith, Charla M. Boadle, Derek D. Sabo, Andrew Kerstake,

Katelyn Cooper, Alec Gumpfer, Gregory C. Ryerson, Andrew P. Larsen of Bellevue, WA its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 4th day of August, 2023.

OLD REPUBLIC SURETY COMPANY

*Karen J. Haffner*  
Assistant Secretary



*Alan Pavlic*  
President

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 4th day of August, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Kathryn R. Pearson*  
Notary Public

My Commission Expires: September 28, 2026  
(Expiration of notary's commission does not invalidate this instrument)

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



78 8820

Signed and sealed at the City of Brookfield, WI this 27th day of June, 2024.

*Karen J. Haffner*  
Assistant Secretary

ORSC 22262 (3-06)

Parker, Smith & Feek Ins LLC

**SECTION 6 - APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF

PAGES

**TO OWNER:**

Incline Village G. I. D., Engineering Dept.  
1220 Sweetwater Road, Incline Village, NV  
775-832-1267

PROJECT: SPS #5 Wetwell and  
Manhole Rehabilitation

APPLICATION NO:

PERIOD TO

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	ENGINEER
<input type="checkbox"/>	

**FROM CONTRACTOR:**

**P.O. Number:**

CIP Number: 2299DI1104  
PWP WA-2024-055  
CONTRACT DATE:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$	0.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	0.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	0.00
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	
8. CURRENT PAYMENT DUE	\$	0.00
9. BALANCE TO FINISH, INCL. RETAINAGE (Line 3 less Line 6)	\$	0.00

CONTRACTOR:

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

State of: \_\_\_\_\_ County of: \_\_\_\_\_  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
Notary Public:  
My Commission expires:

**ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ **0.00**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

OWNER:

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

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by OWNER:	\$0.00	\$0.00
Total approved this Month:	\$0.00	\$0.00
TOTALS:	\$0.00	\$0.00
NET CHANGES by Change Order:	\$0.00	

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# SECTION 9 - GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

## ARTICLE 1—DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
  10. *Claim*
    - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

- requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
  - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
  - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
  12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
  13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
  14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
  15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
  16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
  17. *Cost of the Work*—See Paragraph 13.01 for definition.
  18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
  19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
  20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
  21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
  - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
  - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
  - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

See SC-1.01

39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended.

The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
  - a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
  - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
  - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

## 1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
  - 1. does not conform to the Contract Documents;
  - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
  - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
  - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2—PRELIMINARY MATTERS

### 2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. ~~*Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.~~
- C. ~~*Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.~~

See SC-2.01

### 2.02 *Copies of Documents*

- A. ~~Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.~~

See SC-2.02

- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

### 2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
  1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
  1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
  3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
  4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the

recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

### ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

#### 3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. ~~Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.~~

#### See SC-3.01

- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
  - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
  - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

#### 3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
  - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract

Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

#### B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
  - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### 3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as

possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

### 3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
  - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
  - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

## **ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**

### 4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. ~~In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.~~

See SC-4.01

### 4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

#### 4.03 *Reference Points*

- A. ~~Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work.~~ Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

See SC-4.03

#### 4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
  2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

See SC-4.04

#### 4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;
  3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
  4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
  2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
  3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
  2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
  3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
  4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
  5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

## ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

### 5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### 5.02 *Use of Site and Other Areas*

#### A. *Limitation on Use of Site and Other Areas*

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

See SC -5.02

- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by,

or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

### 5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
  - 1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
  - 2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
  - 3. Technical Data contained in such reports and drawings.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. ~~*Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.~~

### See SC-5.03

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
  - 1. The completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. Other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. The contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. Any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

See SC-5.03

5.04 *Differing Subsurface or Physical Conditions*

- A. ~~*Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:~~
- ~~1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;~~
  - ~~2. is of such a nature as to require a change in the Drawings or Specifications;~~
  - ~~3. Differs materially from that shown or indicated in the Contract Documents; or~~
  - ~~4. Is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;~~

~~then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.~~

See SC-5.04

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

- D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
    - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
    - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
  2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
    - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
    - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
    - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
  3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

See SC-5.04.E.4

- ~~4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.~~
- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

## 5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
  2. complying with applicable state and local utility damage prevention Laws and Regulations;
  3. Verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
  4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
  5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
  2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
  3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
  4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
  - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
  - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
  - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. ~~Reports and Drawings~~: The Supplementary Conditions identify:

- ~~1. Those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;~~
- ~~2. Drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and~~
- ~~3. Technical Data contained in such reports and drawings.~~

- ~~B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:~~
- ~~1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;~~
  - ~~2. Other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or~~
  - ~~3. Any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.~~

See SC-5.06

- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition

and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 6—BONDS AND INSURANCE

### 6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

### 6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

See SC-6.02

- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
  - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities

identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

See SC-6.02

- L. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- M. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- N. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- O. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

See SC-6.03

- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
  1. include at least the specific coverages required;
  2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
  4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
  5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
  2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
  3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
  4. not seek contribution from insurance maintained by the additional insured; and
  5. As to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

See SC-6.03

#### 6.04 *Builder's Risk and Other Property Insurance*

- A. ~~*Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.~~

See SC-6.04

- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

- C. *Property Insurance for Substantially Complete Facilities:* Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
  - 1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
  - 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to

Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

## ARTICLE 7—CONTRACTOR’S RESPONSIBILITIES

### 7.01 *Contractor’s Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor’s responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor’s expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor’s determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

See SC-7.01C

### 7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

### 7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor’s employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor’s own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner’s written consent, which will not be unreasonably withheld.

### 7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the

performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

See SC-7.04

#### 7.05 "Or Equals"

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
  - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
      - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
      - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
      - 3) has a proven record of performance and availability of responsive service; and
      - 4) is not objectionable to Owner.
    - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
      - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
      - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

#### 7.06 *Substitutes*

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
  - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
  - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
  - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
    - a. will certify that the proposed substitute item will:
      - 1) perform adequately the functions and achieve the results called for by the general design;
      - 2) be similar in substance to the item specified; and
      - 3) be suited to the same use as the item specified.
    - b. will state:
      - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
      - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract

with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from the item specified; and

2) available engineering, sales, maintenance, repair, and replacement services.

d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

#### 7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve

Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

See SC-7.07

- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

See SC-7.09

#### 7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

#### 7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

See SC-7.11

#### 7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

#### 7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

See SC-7.13

- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:
  - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determine and verify:
    - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
    - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
    - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
  - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the

Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

*D. Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

*E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
  - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
  - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
  - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
  - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
  2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
1. Observations by Engineer;
  2. Recommendation by Engineer or payment by Owner of any progress or final payment;
  3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. Use or occupancy of the Work or any part thereof by Owner;
  5. Any review and approval of a Shop Drawing or Sample submittal;
  6. The issuance of a notice of acceptability by Engineer;
  7. The end of the correction period established in Paragraph 15.08;
  8. Any inspection, test, or approval by others; or
  9. Any correction of defective Work by Owner.

- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

See SC-7.18

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
  - 1. Checking for conformance with the requirements of this Paragraph 7.19;
  - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
  - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

## **ARTICLE 8—OTHER WORK AT THE SITE**

### **8.01 *Other Work***

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

#### 8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
  - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
  - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
  - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

#### 8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
  - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
  - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## **ARTICLE 9—OWNER'S RESPONSIBILITIES**

### **9.01 *Communications to Contractor***

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### **9.02 *Replacement of Engineer***

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

### **9.03 *Furnish Data***

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

### **9.04 *Pay When Due***

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

- 9.05 *Lands and Easements; Reports, Tests, and Drawings*
- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
  - B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
  - C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 9.06 *Insurance*
- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.
- 9.07 *Change Orders*
- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 *Inspections, Tests, and Approvals*
- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 *Limitations on Owner's Responsibilities*
- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- 9.10 *Undisclosed Hazardous Environmental Condition*
- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.
- 9.11 *Evidence of Financial Arrangements*
- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).
- 9.12 *Safety Programs*
- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
  - B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

See SC-9.12

## ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

### 10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

### 10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

### 10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

### 10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. ~~Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.~~

See SC-10.05

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

See SC-10.07

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

## ARTICLE 11—CHANGES TO THE CONTRACT

### 11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

### 11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
  - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

### 11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

See SC-11.03.B

- B. If Owner has issued a Work Change Directive and:
  - 1. ~~Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.~~
  - 2. ~~Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.~~

#### 11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

#### 11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

#### 11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

#### 11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
  2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
  3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
  2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
    - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
    - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
    - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
    - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
    - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

See SC-11.07.D & E

#### 11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

See SC-11.08.C

#### 11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.
- B. *Change Proposal Procedures*
  - 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
  - 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
    - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
    - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of

the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

#### 11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

### ARTICLE 12—CLAIMS

#### 12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
  1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
  3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
  4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or

Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
  - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
  - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
  - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

### 13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
  2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
  2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
  3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
    - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
  - c. *Construction Equipment Rental*
    - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
    - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
    - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
  - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
  - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.
  - g. The cost of utilities, fuel, and sanitary facilities at the Site.
  - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
  - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
  - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
  - 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
  - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
  - 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
  - 6. Expenses incurred in preparing and advancing Claims.
  - 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee*
- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
    - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

- b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
  - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
  - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
- 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.
- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

### 13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
  - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
  - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

### 13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.
- E. *Adjustments in Unit Price*
  - 1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
    - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
    - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
  - 2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
  - 3. Adjusted unit prices will apply to all units of that item.

**ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required

by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
  - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  - 3. by manufacturers of equipment furnished under the Contract Documents;
  - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

#### 14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

#### 14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
  - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

#### 14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### 14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

### **ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

#### 15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

**B. Applications for Payments**

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

**C. Review of Applications**

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work;
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
  - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
  - a. the Work is defective, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
  - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

*D. Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
  - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. The Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. The Contract Price has been reduced by Change Orders;
  - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
  - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
  - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
  - 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
  - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

- 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:
    - a. all documentation called for in the Contract Documents;
    - b. consent of the surety, if any, to final payment;
    - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
    - d. a list of all duly pending Change Proposals and Claims; and
    - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
  3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not

limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. correct the defective repairs to the Site or such adjacent areas;
  - 2. correct such defective Work;
  - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
  - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

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

## **ARTICLE 16—SUSPENSION OF WORK AND TERMINATION**

### **16.01 *Owner May Suspend Work***

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

### **16.02 *Owner May Terminate for Cause***

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
  2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
  1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
  2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or

Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

## **ARTICLE 17—FINAL RESOLUTION OF DISPUTES**

### **17.01 *Methods and Procedures***

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
  2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
  2. agree with the other party to submit the dispute to another dispute resolution process; or
  3. If no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

See SC-17.02

## **ARTICLE 18—MISCELLANEOUS**

### **18.01 *Giving Notice***

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
  2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
  3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

**END OF GENERAL CONDITIONS**

# SECTION 10 - SUPPLEMENTARY CONDITIONS

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These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

## Article 1—DEFINITIONS AND TERMINOLOGY

SC-1.01. Renumber Paragraph 1.01.A.38 to 1.01.A.38.a, and add the following new paragraph:

- A. 1.01.A.38.b. Specialist—The term Specialist refers to a person, partnership, firm, or corporation of established reputation (or if newly organized, whose personnel have previously established a reputation in the same field), which is regularly engaged in, and which maintains a regular force of workers skilled in either (as applicable) manufacturing or fabricating items required by the Contract Documents, or otherwise performing Work required by the Contract Documents. Where the Specifications require the installation by a Specialist, that term shall also be deemed to mean either the manufacturer of the item, a person, partnership, firm, or corporation licensed by the manufacturer, or a person, partnership, firm, or corporation who will perform the Work under the manufacturer's direct supervision.

## Article 2—PRELIMINARY MATTERS

### 2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

- B. *Evidence of Contractor's Insurance:* When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

### 2.02 *Copies of Documents*

SC-2.02 Amend Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor hard copies of the Contract Documents as are reasonably necessary, with a maximum of five (5) sets, for execution of the work. Additional copies will be furnished, upon request, at the cost of production.

## Article 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

### 3.01 *Intent*

SC-3.01 Delete Paragraph 3.01.C in its entirety.

**Article 4—COMMENCEMENT AND PROGRESS OF THE WORK**

4.01 *Commencement of Contract Times; Notice to Proceed*

SC-4.01. Delete the third sentence of Paragraph 4.01.A in its entirety.

4.03 *Reference Points*

SC-4.03. Delete the first sentence of Paragraph 4.03.A in its entirety.

4.04 *Progress Schedule*

SC-4.04. Add the following new paragraphs to the end of Paragraph 4.04.B:

4.04.C. The Contractor shall submit a construction schedule within ten (10) days of Notice of Award. Thereafter, the Contractor shall submit an updated construction schedule every month.

4.04.D. Contractor shall comply with the requirements of Washoe County Development Code Division 4, Article 414, "Noise and Lighting Standards" in the performance of the Work. However, NO equipment operation, including "warm up," shall occur prior to 8:00 a.m. nor after 7:00 p.m., excluding Saturdays, Sundays, and holidays recognized by Owner. The Engineer shall have final say as to the adequacy of the equipment for other than day use, and no additional payment shall be made to Contractor for the rental of equipment to meet these limitations.

**Article 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS**

5.02 *Use of Site and Other Areas*

SC-5.02. Add the following language to the end of Paragraph 5.02.A.1:

Contractor shall not enter upon nor use property not under Owner control until appropriate easements have been executed and a copy is on file at the Site.

5.03 *Subsurface and Physical Conditions*

SC-5.03. Delete Paragraph 5.03.C in its entirety and insert the following in its place:

5.03.C Those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site is as follows:

5.03.C.1. No subsurface explorations and/or tests have been performed. The Contractor shall have full responsibility with respect to subsurface conditions at the sites.

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.C:

5.03.D. Contractor may examine copies of reports and drawings identified immediately above that were not included with the Bidding Documents at 1220 Sweetwater Road, Incline Village, NV during regular business hours, or may request copies from Engineer at the cost of reproduction.

5.03.E. The Contractor shall verify the locations and dimensions of all existing equipment and structures, whether shown on the plans or not, and shall have full responsibility with respect to physical conditions in or relating to such structures and equipment.

5.03.F. Contractor is advised that the Lake Tahoe basin is known for large rocks and boulders buried under the surface, and it is common to find boulders within the work area.

5.04 *Differing Subsurface or Physical Conditions*

SC-5.04 Delete Paragraph 5.04.A in its entirety and insert the following in its place:

5.04.A. Notice by Contractor: If Contractor believes that any subsurface condition that is uncovered or revealed at the Site differs materially from conditions ordinarily encountered in the Tahoe Basin and generally recognized as inherent in work of the character provided for in the Contract Documents; then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so. Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption or continuation of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

5.04.A.2.a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by becoming bound under a negotiated contract, or otherwise; or

5.04.A.2.b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

5.04.A.2.c. Contractor failed to give the written notice as required by SC-5.04.A.

SC-5.04 Delete Paragraph 5.04.E.4 in its entirety and insert the following in its place:

5.04.E.4 Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 7 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question-

5.06 *Hazardous Environmental Conditions*

SC-5.06. Delete Paragraphs 5.06.A and Paragraph 5.06.B in their entirety and insert the following in their place:

5.06.A. No reports or drawings related to Hazardous Environmental Conditions are known to Owner.

## Article 6—**BONDS AND INSURANCE**

### 6.02 *Insurance—General Provisions*

SC-6.02. Add the following new paragraph immediately after Paragraph 6.02.A:

6.02.A.1. Surety and insurance companies from which the bonds and insurance for this Project are purchased shall have an A.M. Best’s rating of no less “A (FSC-VII).”

SC-6.02. Add the following new paragraph immediately after Paragraph 6.02.J:

6.02.K. Contractor shall furnish properly executed certificates of insurance to Owner prior to commencement of Work under this agreement. Such certificates shall: clearly evidence all coverage required herein, including specific evidence of an endorsement naming Owner and Engineer as an additional insured, as well as all exclusions to the policies; indicate whether coverage provided is on a claims-made or occurrence basis; provide that such insurance shall not be materially changed, terminated or allowed to expire except on 30 days prior written notice to Owner; and be forwarded to: IVGID Engineering Division, 1220 Sweetwater Road, Incline Village, NV 89451. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its officers, employees or volunteers.

### 6.03 *Contractor’s Insurance*

SC-6.03. Add the following new paragraphs immediately following Paragraph 6.03.A:

6.03.A.1. Workman's Compensation: It is understood and agreed that there shall be no Industrial Insurance coverage provided for the Contractor or any Subcontractor by the District; and in view of NRS 616.280 and 617.210 requiring that Contractor comply with the provisions of Chapters 616 and 617 of NRS, Contractor shall, before commencing work under the provisions of this Agreement, furnish to the District a Certificate of Insurance from an admitted insurance company in the State of Nevada.

6.03.A.2. General Liability: Contractor shall purchase General Liability including appropriate Auto Liability with a \$2,000,000 combined single limit per occurrence, for bodily injury, personal injury and property damage.

6.03.A.3. Commercial Insurance: Contractor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her agents, representatives, employees, or subcontractors. Contractor shall purchase General Liability, Auto Liability, Workers' Compensation, and Professional Liability Insurance (if applicable) coverage as required. Contractor shall have a Certificate of Insurance issued to the Incline Village General Improvement District naming it as additional insured, indicating coverage types amounts and duration of the policy. All certificates shall provide for a minimum written notice of thirty (30) days to be provided to District in the event of material change, termination or non-renewal by either Contractor or carrier.

SC-6.03. Add the following new paragraph immediately following Paragraph 6.03.C:

6.03.D. Deductible and/or Self-Insured Retention (SIR)

1. Any deductible and/or SIR must be declared to and approved by the Owner. The District reserves the right to request additional documentation (financial or otherwise) prior to giving its approval of the deductible and/or SIR and prior to executing the underlying Agreement. Any changes to the deductible and/or SIR made during the term of this Agreement or during the term of any policy, just be approved by the Owner prior to the change taking effective.

6.04 *Builder's Risk and Other Property Insurance*

SC-6.04 Delete Paragraph 6.04.A and insert the following in its place:

- A. Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

Article 7—**CONTRACTOR'S RESPONSIBILITIES**

7.01 Add the following after paragraph 7.01B

7.01.C **Means and methods.** The contractor shall notify the Owner and Engineer immediately upon a proposed change to the means and methods for completing the project work if the proposed means and methods are different than as allowed for in the contract documents as accepted at the bid award. The Contractor shall notify the owner in writing PRIOR to starting any worked by means and methods that vary from the original documents.

7.03 Add the following after paragraph 7.03.C:

7.03.D **Working Hours.** Working hours shall be limited to 8:00 a.m. to 5:30 p.m. Monday through Friday unless otherwise directed by Owner. No equipment operation, including "warm up", refueling or maintenance, shall occur outside these hours. Contractor shall not permit the performance of work outside these hours without Owner's written consent given after prior written notice to Engineer.

CONTRACTOR shall comply with all local and regional Noise Ordinances in the performance of the work. The ENGINEER shall have final say as to the adequacy of the equipment for other than day use and no additional payment shall be made to CONTRACTOR for the rental of equipment to meet these limitations.

Documented instances of noise producing activities by the CONTRACTOR outside of the permitted working hours shall result in a written warning for the first offense and a \$500 penalty for each subsequent offense.

CONTRACTOR understands that water service to any property cannot be interrupted for more than four (4) hours. No interruption is allowed on weekends or holidays. Water service interruptions to businesses shall not occur during business hours without consent of the business owner. CONTRACTOR must notify IVGID at least 72-hours in advance of disrupting water service and any affected resident(s) or businesses at least 48 hours in advance. CONTRACTOR is responsible for notification to affected customers and businesses. IVGID will supply CONTRACTOR with a list of addresses to notify, and supply door hangers. CONTRACTOR is responsible for filling out each door hanger and hanging or securing the notices on the

front door of each residence or business. CONTRACTOR will make every effort to speak with the customer(s) in person regarding the interruption of service. These requirements may necessitate work during the weekends or evenings. No additional payment will be made to CONTRACTOR because of these conditions.

7.04 *Services, Materials, and Equipment*

SC-7.04. Add the following new paragraphs to the end of Paragraph 7.04.C:

7.04.D. Any materials or work not meeting Contract requirements shall be resubmitted to the Engineer or reconstructed at the Contractor's expense.

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

7.07 *Services, Materials, and Equipment*

SC-7.07. Add the following language at the end of Paragraph 7.07.A:

Contractor shall perform a minimum of 50 percent of the onsite labor with its own employees.

7.09 *Permits*

SC-7.09. Add the following new paragraphs after Paragraph 7.09.A:

7.09.B. All permits, licenses, and inspection fees necessary for prosecution and completion of the work shall be secured and paid for by the Contractor, unless otherwise specified:

1. The CONTRACTOR shall conduct all Work in accordance with the Tahoe Regional Planning Agency (TRPA) Code of Ordinances, whether shown on the plans or not. If the CONTRACTOR fails to follow any requirements which result in a penalty by TRPA to the OWNER, the CONTRACTOR shall be responsible for any costs associated with the penalty.
2. Contractor shall be responsible for dust control throughout all phases of construction. All local ordinances regarding dust control shall be complied with, including the Washoe County Health Department requirements. The responsibility of obtaining the regulations and requirements, including obtaining a Dust Control Permit, if required, and full compliance with such ordinances is solely that of the Contractor.
3. Where required, Contractor to acquire Washoe County Street Cut permits from Washoe County Road Department prior to starting any work. Owner will pay all fees associated with acquiring this permit. Contractor will pay all penalties associated with this permit.

7.11 *Laws and Regulations*

SC-7.11. Add the following new paragraphs after Paragraph 7.11.C:

7.11.D. While not intended to be inclusive of all Laws or Regulations for which Contractor may be responsible under Paragraph 7.11, the following Laws or Regulations are included as mandated by statute or for the convenience of Contractor:

7.11.D.1. Prevailing Wage Rates:

7.11.D.1.a. Pursuant to NRS 338.020, hourly and daily rate of wages must not be less than prevailing wage in Washoe County and, when applicable, Davis-Bacon wage

determinations. The most current schedule of prevailing wage rates as of contract award date, as determined by the Labor Commission of the State of Nevada and, if applicable, Davis-Bacon rates, is included herein and shall be posted onsite.

7.11.D.1.b. Contractor to provide photographic proof of wage rate posting at the job site.

7.11.D.2. Fair Employment Practices:

7.11.D.2.a. Pursuant to NRS 338.125, in connection with performance of Work under these Contract Documents, Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, or age. Such agreement shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

7.11.D.2.b. Contractor further agrees to insert this provision in all subcontracts thereunder except subcontracts for standard commercial supplies or raw materials.

7.11.D.2.c. Any violation of such provision by a Contractor shall constitute a material breach of Contract.

7.11.D.3. Preferential Employment:

7.11.D.3.a. Pursuant to NRS 338.130, Contractor shall give preference in hiring, the qualifications of the applicants being equal: (a) First: To honorably discharged soldiers, sailors, and marines of the United States who are citizens of the State of Nevada; and (b) Second: To other citizens of the State of Nevada.

7.11.D.3.b. If the provisions of NRS 338.130 are not complied with by Contractor, Contract shall be void, and any failure or refusal to comply with any of the provisions of this section shall render any such Contract void.

7.11.D.4, SB 207, Apprenticeship Utilization Act

Contractor shall comply with Chapter 527, Statutes of Nevada 2019, enacted by the Nevada Legislature by passage of Senate Bill 207, and as amended by Senate Bill 82, passed in 2023. Refer to [labor.nv.gov](http://labor.nv.gov) for further information.

7.11.E. The Contractor shall submit all certified payroll payrolls electronically via the internet into the Owner's contracted tracking system LCPtracker. This requirement will apply to every lower-tier subcontractor and vendor required to provide certified payroll reports by NRS 338.010 to 338.090 inclusive. Upon issuance of the Notice to Proceed, the Owner will provide the Contractor with the website addresses and a Login Identification with a password to access the payroll system. The Contractor is responsible for the set-up of access to the payroll system to their subcontractors. Training to utilize the system is available on the LCPtracker website.

7.13 *Safety and Protection*

SC-7.13. Add the following new paragraph immediately after 7.13.G:

7.13.G.1. The following Owner safety program(s) are applicable to the Work:

1. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work to be performed under this Agreement. The Contractor shall take all necessary precautions for the

safety of, and shall provide all necessary protection to prevent damage, injury, or loss to:

- a. All employees and all other persons who may be affected by the operations of this Agreement.
  - b. All materials and equipment whether in storage on or off the construction site.
  - c. Other property at the construction site or adjacent to the construction site, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
2. The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and others of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain, as required by existing conditions and progress on the project, all necessary safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities. Contractor shall comply with OSHA's Hazard Communication Standards.
  3. The Contractor shall designate a responsible member of his/her organization at the construction site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner.
  4. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any confined space entries to be performed during completion of work under this Agreement. Contractor responsibilities include but are not limited to:
    - a. Review and be familiar with the Owner's online written Confined Space program.
    - b. Review documented information about Owner's confined spaces in which entry is intended. This information includes identified hazards for each permit-required confined space. The Contractor shall be responsible for performing their own hazard assessment prior to any confined space entry.
    - c. Contractor shall have their own confined space entry program. Upon request of the Owner, Contractor will provide a statement confirming they are in compliance with their confined space entry program including requirements for confined space training for employees associated with the Work.
    - d. Be responsible for following all confined space requirements established by the provisions in CFR 1910.146 and its chapters.
    - e. Coordinate entry operations with the Owner when employees from the Contractor will be working in or near confined spaces.

- f. Debrief the Owner on any hazards confronted or created at the completion of entry operations.
- g. Place signs stating, “Danger, Follow Confined Space Entry Procedures Before Entering” at each confined space to be entered. The Contractor shall never leave a confined space open or unattended.

#### 7.18 *Indemnification*

SC-7.18. Add the following new paragraph immediately after Paragraph 7.18.B:

7.18.C. The Contractor agrees to hold harmless, indemnify and defend Owner, his employees, agents, consultants, or representatives from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action or cause of action based on bodily injury, including death, or property damage, including damage to Contractor’s property caused by any action, either direct or passive, the omission, failure to act, or negligence on the part of the Contractor, his employees, agents, representatives or subcontractors arising out of the performance of work under these Contract Documents by the Contractor, or by others under the direction or supervision of the Contractor.

In determining the nature of the claim against Owner, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against Owner.

In the event of a claim or lawsuit against Owner, Contractor shall reimburse Owner for cost of Owner's personnel in defending such actions. Reimbursement for the time spent by such personnel shall be the rate charged for such services by the private sector.

### Article 8—OTHER WORK AT THE SITE

No suggested Supplementary Conditions in this Article.

### Article 9—OWNER’S RESPONSIBILITIES

#### 9.12 *Owner’s Site Representative*

SC-9.12 Add the following new paragraphs immediately after Paragraph 9.12 of the General Conditions:

#### 9.13 *Owner as Resident Project Representative*

9.13.A. Owner may furnish Project representation during the construction period. The duties, responsibilities, and limitations of authority specified for Engineer in Article 10, Engineer’s Status During Construction, and elsewhere in the Contract Documents will be those of Owner.

9.13.B. In addition to the Resident Project Representative which may be furnished by Engineer, Owner may furnish an Owner’s Site representative to assist Engineer. The responsibilities, authorities, and limitations of authority of Owner’s Site representative will be as specified for Engineer’s Resident Project Representative.

### Article 10—ENGINEER’S STATUS DURING CONSTRUCTION

#### 10.05 Determinations for Unit Price Work

SC-10.05. Delete Paragraph 10.05 in its entirety and replace it with the following paragraph:

10.05. The Engineer will have the authority to determine the actual quantities and classifications of the items of Unit Price Work performed by the Contractor, and the written decisions of the Engineer on such matters will be final, binding on the Owner and Contractor, and not subject to appeal (except as modified by the Engineer to reflect changed factual conditions).

10.07 Limitations on Engineer's Authority and Responsibilities

SC-10.07. Add the following new paragraph after Paragraph 10.07.E:

10.07.F. Contractors, Subcontractors, Suppliers, and others on the Project, or their sureties, shall maintain no direct action against Engineer, its officers, employees, affiliated corporations, and subcontractors, for any Claim arising out of, in connection with, or resulting from the engineering services performed. Only the Owner will be the beneficiary of any undertaking by Engineer.

## Article 11—CHANGES TO THE CONTRACT

11.03 Work Change Directives

SC-11.03B Delete Paragraphs 11.03.B.1 and 11.03.B.2 in their entirety and replace with the following sections:

1. If Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit a Change Proposal seeking such an adjustment prior to starting the Work set out in the Work Change Directive.
2. If Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any claim seeking such an adjustment no later than 10 days after issuance of the Work Change Directive.

11.07 *Change of Contract Price*

SC-11.07. Add the following two new paragraphs after Paragraph 11.07.C:

11.07.D. In the event Contractor submits request for additional compensation as a result of a change or differing Site conditions, or as a result of delays, acceleration, or loss of productivity, Owner reserves right, upon written request, to audit and inspect Contractor's books and records relating to the Project. Upon written request for an audit, Contractor shall make its books and records available within 14 days of request. Owner shall specifically designate identity of auditor. As part of audit, Contractor shall make available its books and records relating to the Project, including but not limited to Bidding Documents, cost reports, payroll records, material invoices, subcontracts, purchase orders, daily timesheets, and daily diaries. Audit shall be limited to those cost items which are sought by Contractor in a change order or claim submission to Owner.

11.07.E. In absence of an approved contract change order or written authorization, the Contractor shall not be entitled to payment for any changed or Extra Work.

11.08 *Change of Contract Times*

SC-11.08. Add the following new paragraph immediately after Paragraph 11.08.B:

11.08.C. In absence of an approved contract change order or written authorization, the Contractor shall not be entitled to any adjustment of Contract time for any changed or Extra Work.

Article 12—**CLAIMS**

No suggested Supplementary Conditions in this Article.

Article 13—**COST OF WORK; ALLOWANCES, UNIT PRICE WORK**

No suggested Supplementary Conditions in this Article.

Article 14—**TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK**

No suggested Supplementary Conditions in this Article.

Article 15—**PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD**

No suggested Supplementary Conditions in this Article.

Article 16—**SUSPENSION OF WORK AND TERMINATION**

No suggested Supplementary Conditions in this Article.

Article 17—**FINAL RESOLUTIONS OF DISPUTES**

17.02 *Arbitration*

SC-17.02. Add the following new paragraph immediately after Paragraph 17.01.

SC-17.02.A. All matters subject to final resolution under this Article will be decided by arbitration in accordance with the rules of NRS, subject to the conditions and limitations of this paragraph. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.

SC-17.02.B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in this Article, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations. The demand for arbitration should include specific reference to Paragraph SC-17.02.D below.

SC-17.02.C. No arbitration arising out of or relating to the Contract shall include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:

SC-17.02.C.1. the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and

SC-17.02.C.2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.

SC-17.02.D. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include a concise breakdown of the award, and a written explanation of the award specifically citing the Contract provisions deemed applicable and relied on in making the award.

SC-17.02.E. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.

SC-17.02.F. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.

#### Article 18—**MISCELLANEOUS**

No suggested Supplementary Conditions in this Article.

**END OF SUPPLEMENTARY CONDITIONS**

# STATE OF NEVADA

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## 2024 PREVAILING WAGE RATES WASHOE COUNTY

**DATE OF DETERMINATION: October 1, 2023**

**APPLICABLE FOR PUBLIC WORKS PROJECTS OVER \$100,000 BID/AWARDED  
OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024**

Pursuant to Nevada Revised Statutes (NRS) section 338.030(9)(a), "If the contract for a public work: (a) Is to be awarded pursuant to a competitive bidding process, the prevailing wages in effect at the time of the opening of the bids for a contract for a public work must be paid until the completion or termination of the contract or for the 36 months immediately following the date on which the bids were opened, whichever is earlier." For contracts not awarded pursuant to competitive bidding, please see NRS section 338.030(9)(b). However, if a project exceeds 36 months new wage rates may apply pursuant to NRS section 338.030(9)(10). Prevailing Wage Rates may be adjusted based on Collective Bargaining Agreements (CBA's) and adjustments to those agreements. (See NRS 338.030)

**PREVAILING WAGE DETERMINATIONS** - NRS 338.030 subsection 7, the wages so determined must be:

- (a) Issued by the Labor Commissioner on October 1 of the odd-numbered year in which the survey was conducted and, except as otherwise provided in subsection 8, remain effective for 2 years after that date; and
- (b) Made available by the Labor Commissioner to any public body which awards a contract for any public work.

Senate Bill 243 passed during the 80th Nevada Legislative Session (2019) and set forth in NRS section 338.025, now requires the Labor Commissioner to calculate the Prevailing Wage Rates by region. NRS section 338.025 Prevailing wage regions. For the purpose of determining the prevailing rate of wages pursuant to NRS section 338.030, four prevailing wage regions are hereby established in this State as follows:

1. The Washoe Prevailing Wage Region consisting of Washoe County;
2. The Northern Rural Prevailing Wage Region consisting of Carson City and the counties of Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon, Mineral, Storey, Pershing and White Pine;
3. The Clark Prevailing Wage Region consisting of Clark County; and
4. The Southern Rural Prevailing Wage Region consisting of the counties of Esmeralda, Lincoln and Nye.

**OBJECTIONS TO PREVAILING WAGE DETERMINATIONS** – NRS section 338.030 subsection 2. Objections to the Prevailing Wage Determinations must be submitted within 30 days after the Prevailing Wage Determinations are issued.

Pursuant to NRS section 338.030 subsection 8, the Labor Commissioner will review the prevailing wage rates in each even-numbered year to determine if adjustments should be made.

**As Amendments/Revisions are made to the wage rates, they will be posted on the website for each respective Region. Please review regularly for any Amendments/Revisions that are posted or contact our offices directly for further assistance.**

<a href="#">Air Balance Technician</a>	<a href="#">4</a>
<a href="#">Alarm Installer</a>	<a href="#">5</a>
<a href="#">Boilermaker</a>	<a href="#">6</a>
<a href="#">Bricklayer</a>	<a href="#">7</a>
<a href="#">Carpenter</a>	<a href="#">8</a>
<a href="#">Cement Mason</a>	<a href="#">9</a>
<a href="#">Electrician – Communication Technician</a>	<a href="#">10</a>
<a href="#">Electrician - Lineman</a>	<a href="#">11</a>
<a href="#">Electrician – Neon Sign</a>	<a href="#">13</a>
<a href="#">Electrician - Wireman</a>	<a href="#">14</a>
<a href="#">Elevator Constructor</a>	<a href="#">15</a>
<a href="#">Fence Erector</a>	<a href="#">17</a>
<a href="#">Flagperson</a>	<a href="#">18</a>
<a href="#">Floorcoverer</a>	<a href="#">19</a>
<a href="#">Glazier</a>	<a href="#">20</a>
<a href="#">Highway Striper</a>	<a href="#">22</a>
<a href="#">Hod Carrier-Brick Mason</a>	<a href="#">23</a>
<a href="#">Hod Carrier – Plasterer Tender</a>	<a href="#">24</a>
<a href="#">Ironworker</a>	<a href="#">26</a>
<a href="#">Laborer</a>	<a href="#">29</a>
<a href="#">Lubrication And Service Engineer (Mobile And Grease Rack)</a>	<a href="#">30</a>
<a href="#">Mechanical Insulator</a>	<a href="#">31</a>
<a href="#">Millwright</a>	<a href="#">32</a>
<a href="#">Operating Engineer</a>	<a href="#">35</a>
<a href="#">Operating Engineer – Steel Fabricator &amp; Erector</a>	<a href="#">35</a>
<a href="#">Operating Engineer – Piledriver</a>	<a href="#">36</a>
<a href="#">Painter</a>	<a href="#">38</a>
<a href="#">Piledriver (Non-Equipment)</a>	<a href="#">40</a>
<a href="#">Plasterer</a>	<a href="#">42</a>
<a href="#">Plumber/Pipefitter</a>	<a href="#">43</a>
<a href="#">Refrigeration</a>	<a href="#">44</a>
<a href="#">Roofer</a>	<a href="#">45</a>
<a href="#">Sheet Metal Worker</a>	<a href="#">46</a>
<a href="#">Soils and Material Tester</a>	<a href="#">47</a>
<a href="#">Sprinkler Fitter</a>	<a href="#">47</a>
<a href="#">Surveyor</a>	<a href="#">48</a>
<a href="#">Taper</a>	<a href="#">49</a>
<a href="#">Tile/Terrazzo Worker/Marble Mason Finisher</a>	<a href="#">50</a>
<a href="#">Tile/Terrazzo Worker/Marble Mason</a>	<a href="#">51</a>
<a href="#">Traffic Barrier Erector</a>	<a href="#">53</a>
<a href="#">Truck Driver</a>	<a href="#">54</a>
<a href="#">Well Driller</a>	<a href="#">56</a>
<b>Group Classifications</b>	
<a href="#">Labor Group Classifications</a>	<a href="#">57</a>
<a href="#">Operating Engineers</a>	<a href="#">61</a>

**NRS section 338.010 subsection (25) “Wages” means:**

- a) The basic hourly rate of pay; and
- b) The amount of pension, health and welfare, vacation and holiday pay, the cost of apprenticeship training or other similar programs or other bona fide fringe benefits which are a benefit to the worker.

**NRS section 338.035 Bona Fide Fringe Benefits** - Discharge of part of obligation of contractor or subcontractor engaged on public work to pay wages by making certain contributions in name of workman. “Bona fide fringe benefit” means a benefit in the form of a contribution that is made not less frequently than monthly to an independent third party pursuant to a fund, plan or program: (a) Which is established for the sole and exclusive benefit of a worker and his or her family and dependents; and (b) For which none of the assets will revert to, or otherwise be credited to, any contributing employer or sponsor of the fund, plan or program. The term includes, without limitation, benefits for a worker that are determined pursuant to a collective bargaining agreement and included in the determination of the prevailing wage by the Labor Commissioner pursuant to NRS section 338.030.

Please see NRS sections 338.010, 338.020, and 338.035 and Nevada Administrative Code (NAC) sections 338.0097 and 338.092 through 338.100 for further details on “Bona fide fringe benefits” and reporting requirements and exceptions.

**Job Descriptions for Recognized Classes of Workers**

Regarding job descriptions for public works projects, please take notice of the following:

1. The job description links have been redacted to include ONLY the scope of work for the craft.
2. Pursuant to NAC section 338.0095(1)(a) - A worker employed on a public work must be paid the applicable prevailing rate of wage for the type of work that the worker actually performs on the public work and in accordance with the recognized class of the worker.
3. The work description for a particular class is not intended to be jurisdictional in scope.
4. Any person who believes that a type of work is not classified, or who otherwise needs clarification pertaining to the recognized classes or job descriptions, shall contact the Labor Commissioner in writing for a determination of the applicable classification and pay rate for a particular type of work.
5. The job descriptions set forth or referenced herein supersede any, and all descriptions previously agreed upon by the Labor Commissioner in any settlement agreements or stipulations arising out of contested matters.
6. The following specific provisions, where applicable, shall prevail over any general provisions of the job descriptions:
  - Amendments to the prevailing wage determinations.
  - Group Classifications and/or descriptions recognized by the Labor Commissioner and included with wage determinations for a particular type of work in a particular county.

**Zone Rates**

The zone rate has been added to each applicable craft.

**Premium Pay** Premium pay for hours worked in excess of a shift of 8 hours or 12 hours, or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

Craft: AIR BALANCE TECHNICIAN (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Air Balance Technician Journeyman.....	73.87
Air Balance Technician-Foreman.....	78.26
Air Balance Technician-General Foreman.....	82.65

**ADD ZONE RATE**

In addition to AIR BALANCE rates add the applicable amounts per hour, calculated based on a road from the courthouse in Reno, Nevada:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 100 miles	\$5.00
Zone 3	Over 100 miles	\$10.00 the employee shall be provided reasonable lodging and meal expenses.

**ADD PREMIUM PAY**

All hourly rates are subject to Over Time (One and one half 1 ½) of the Regular rate:

1. For all hours worked over Eight (8) Hours in one day or shift.
2. For the first Eight (8) Hours work on Saturday.

All hourly rates are subject to Double Time of the Regular Rate:

1. For all hours worked over Ten (10) Hours in one day or shift.
2. For all hours worked over Eight (8) Hours on Saturday.
3. For all hours worked on Sunday, New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, and Christmas Day.

**RECOGNIZED HOLIDAYS**

New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, and Christmas Day

**JOB DESCRIPTION:** Excerpt from Sheet Metal Local 26 Collective Bargaining Agreement

(a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air veyor systems, exhaust systems, and air-handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; (e) metal roofing; and (f) all other work included in the jurisdictional claims of International Association of Sheet Metal, Air, Rail and Transportation Workers.

Craft: ALARM INSTALLER (Non-Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Alarm Installer.....39.90

**JOB DESCRIPTION:**

Includes but is not limited to:

1. Installing or testing electrical protective signaling systems used to provide notification of fire, burglary or other irregularities on the premises of the subscriber of the system;
2. Installing of wiring and signaling units;
3. Repairing electrical protective signaling systems
4. Starting up, programming and documenting systems;

Craft: BOILERMAKER (Union Rate)  
**Prevailing wage rates include the base rate as well as all applicable fringes**

Boilermaker.....	72.01
Boilermaker Foreman.....	74.51

**ADD PREMIUM PAY**

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

PER DIEM payments and TRAVEL pay shall be paid as follows:

The Contractor shall pay the employee Per Diem in the amount of seventy-five dollars (\$75 .00) per day worked where the job site is 70 miles or more but less than 120 miles from the dispatch point.

For mileage of 120 miles or more, the daily Per Diem amount shall be ninety dollars (\$90.00) per day worked.

Where the job site is over 120 miles or more from the dispatch point, employees shall receive the I.R.S. maximum allowable per mile for transportation between the dispatch point and the job site at the beginning and conclusion of their employment.

Where a job is located two hundred and forty (240) miles or more from the dispatch point, the employee will receive one additional day's Per Diem at the beginning of employment and one additional day's Per Diem at the conclusion of employment.

**JOB DESCRIPTION:**

Includes but is not limited to:

1. Constructing, assembling, maintaining and repairing stationary steam boilers and boiler house auxiliaries;
2. Aligning structures or plate sections to assemble boiler frame tanks or vats;
3. Assisting in the testing of assembled vessels, directing cleaning of boilers and boiler furnaces;
4. Inspecting and repairing boiler fittings, including, without limitation, safety valves, regulators, automatic-control mechanisms, water columns and auxiliary machines.

Craft: BRICKLAYER (Union Rate)  
**Prevailing wage rates include the base rate as well as all applicable fringes**

Bricklayer Journeyman.....51.71  
 Bricklayer Foreman.....52.96

**ADD ZONE PAY** in addition to BRICKLAYER rates add the applicable amounts per hour, calculated based on road miles of over thirty-five (35) miles from the Washoe County Courthouse in Reno, Nevada:

Zone 1	0 to 35 miles	\$0.00
Zone 2	35 to 75 miles	\$2.50
Zone 3	Over 75 miles	\$8.12

**ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midnight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

**RECOGNIZED HOLIDAYS**

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year’s Day, President’s Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between No, NV Masonry Contractors and LIUNA Local 169

This shall apply to and cover the work of Brick/Block Masonry, Stone Masonry, Artificial Masonry Marble Masonry.

Craft: CARPENTER (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Carpenter Journeyman.....	58.42
Carpenter Foreman.....	62.06
Carpenter General Foreman.....	66.06

**ADD ZONE RATE**

(Building and Heavy Highway and Dam Construction)

In addition to CARPENTER rates add the applicable amounts per hour, calculated from the Washoe County Courthouse:

Zone 1	Within 75 road miles	\$0.00
Zone 2	Between 75 to 150 road miles	\$6.00
Zone 3	Between 150 to 300 road miles	\$7.00
Zone 4	In excess of 300 road miles	\$8.00

**ADD PREMIUM PAY**

Any work performed over eight (8) hours per day and on Saturdays shall be compensated at time and one-half (1-1/2x) the appropriate hourly rate. All work performed on Sundays, holidays and over twelve (12) hours in one (1) day shall be compensated at two times (2x) the appropriate hourly rate. In the event a day's work is lost because of severe weather conditions or major mechanical breakdown, work may be performed on a voluntary basis on a Saturday at the straight time hourly rate for eight (8) hours provided the straight time hours worked in one (1) week do not exceed forty (40) hours.

**RECOGNIZED HOLIDAYS**

New Year's Day, Memorial Day, 4th of July, Labor Day, Admission's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day.

**JOB DESCRIPTION** Excerpt from Southwest Regional Council of Carpenters and Affiliated Local Unions Master Labor Agreement

(1) All building construction, including but not limited to the construction, erection, alteration, repair, modification, demolition, addition, or improvement in whole or in part of any building structure. All rigging of Carpenters', and Piledrivers' materials.

(2) All heavy, highway and engineering construction, including but not limited to the construction, improvement, modification and demolition of all or any part of the streets, highways, bridges, viaducts, railroads, tunnels, airports, water supply, irrigation, flood control and draining systems, sewers and sanitation projects, dams, power houses, refineries, aqueducts, canals, river and harbor projects, wharves, docks, breakwaters, jetties, quarrying of breakwaters or rip rap stone or operations incidental to such heavy construction work and whether such work is above or below the water line level.

(3) The character of such work covered by this Agreement shall include but not be limited to all carpenter, concrete form work, shoring, drywall, metal stud, drywall finishing, plaster, scaffold, modular furniture, trade show work, insulation, acoustical, and lathing work on such construction, including but not limited to plastics and such work in connection with new methods of construction or use of materials.

(4) All interior and/or exterior wall finish work, including EIFS and other wet wall finish work.

Craft: CEMENT MASON (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Cement Mason - Journeyman.....	51.92
Cement Mason - Foreman.....	55.55

**ADD ZONE RATE**

In addition to CEMENT MASON rates add the applicable amounts per hour, calculated from the Washoe County Courthouse:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$6.00
Zone 3	150 to 300 miles	\$7.00
Zone 4	More than 300 miles	\$8.00

**ADD PREMIUM PAY**

OVERTIME – Any worked performed over eight (8) hours per day shall be compensated at time and one half the hourly rate. All work performed after twelve (12) consecutive hours shall be paid at double the hourly rate. All worked performed on Saturdays shall be compensated at time and one half the hourly rate. All Sunday and Holiday work shall be paid for at double time.

**RECOGNIZED HOLIDAYS**

New Year’s Day, Memorial Day, Independence Day, Labor Day, Admissions Day, Thanksgiving Day and the following Friday following Thanksgiving Day, and Christmas

**JOB DESCRIPTIONS**

1. All building construction, including but not limited to the construction, erection, alteration, repair, modification, demolition, addition, or improvement in whole or in part of any building structure.
2. All heavy, highway and engineering construction, including but not limited to construction, improvement, modification, demolition, of all or any part of streets and highways (including sidewalks, curbs and gutters), bridges, viaducts, rail roads, tunnels, airports, water supply, irrigation, flood control and drainage systems, sewers and sanitation projects, dams, power houses, refineries, aqueducts, canals, river and harbor projects, wharves, docks, breakwaters, jetties, quarrying of breakwater or rip-rap stone, or operation incidental to such heavy construction work.
3. The work to be performed by Cement Masons shall include but not be limited to the following, when tools of the Cement Masons trade are used or required:  
Setting screeds, screed pins, curb forms and curb and gutter forms, rodding, spreading and tamping concrete, hand application of curing compounds, applying topping (wet or dry) colors or grits; using Darby and push floats, hand troweling or hand floating; marking edging, brooming or brushing, using base cove or step tools; chipping, and stoning, patching or sacking; dry packing; spreading and finishing gypsum, operating mechanical finishers (concrete) such as Clary, Jackson, Bidwell Bridge Deck Paver or similar types; grinding machines; troweling machines, floating machines powered concrete saws; finishing of epoxy and resin materials, bush hammering and exposed finishes for architectural work.  
Operation of skill saw, chain saw, Laser Screed, Laser Level, Curb and Slipform machines, Epoxy Type Injection pumps, stamps or other means of texturing, any new devices, which are beneficial to the construction of or with concrete or related products.

Craft: ELECTRICIAN COMMUNICATION TECHNICIAN (Non-Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Communication Technician.....41.13

**JOB DESCRIPTION:**

ELECTRONIC COMMUNICATION TECHNICIAN, includes but is not limited to:

1. Pulling cable, installing and trimming devices, terminating loops, circuits, or other data gathering points;
2. Termination of main control panels, racks, or other head end equipment, as well as testing of all circuits from the field devices to the main control panels and/or equipment; 2016-2017 Prevailing Wage Rates – Washoe County 13
3. Utilizing test equipment for the purpose of troubleshooting and verifying the integrity of the circuits in question;
4. Using hand tools to assemble and install data communication lines and equipment computer systems, antennas and towers;
5. Disassembling equipment to adjust, repair or replace parts using hand tools;
6. Starting up, programming and documenting systems;
7. Measuring, cutting, splicing, connecting, soldering and installing wire and cable associated with communication systems.

Craft: ELECTRICIAN LINEMAN/GROUNDMAN/HEAVY EQUIPMENT OPERATOR  
(Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Electrician-Groundman.....	39.57
Lineman-Journeyman.....	67.30
Lineman-Foreman.....	73.99
Lineman-General Foreman.....	80.76
Lineman-Equipment Man.....	51.75

**ADD PREMIUM PAY**

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

**RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Nevada Day, Thanksgiving Day and the Friday following, Christmas Day.

**JOB DESCRIPTION:**

Outside, overhead and underground construction and maintenance work on electrical transmission lines, switch yards, substations and distribution systems which shall include:

1. Pole line work (whether built of wood, metal or other material): the digging and back-filling of holes for poles or anchors (by hand or mechanical equipment): the loading or unloading, handling, sorting and moving of materials; the assembly or erection of all materials including the guying, stringing of conductors and fiber optics or other work necessary on through to the ultimate completion of such pole work.
2. Steel or metal structures used for the purpose of carrying electrical wire, conductors, or equipment (this includes transmission towers, outdoor substations, switch racks, or similar electrical structures); the moving of men, tools or equipment; the loading or unloading, handling, sorting and moving of materials; the assembly and erection of all materials used on the job site, including the assembly of the grillage and foundations, on through to the ultimate completion of such structures. Work covered shall include the grounding of all such structures except the bonding of stub-angle to rebar cage; the stringing and installation of wires, cables and insulators or other electrical equipment suspended from structure; also the handling and placing of transformers or O.C.B.'s and other related electrical equipment.

The moving of men, tools or equipment; the loading or unloading, handling, sorting and moving of materials; the assembly of all electrical materials on race-ways such as ducts, shall be performed by workmen under the Agreement. This shall also include CIC (cable in conduit), CC (coilable conduit), the placing of fish wire, the pulling of cables or wires through such race-ways, installing and making up of termination and the splicing of such conductors.

Street lighting systems where such work properly comes under the outside jurisdiction shall be handled in the same manner as pole line construction.

Installing and maintaining the catenary and trolley work and bonding of rails shall be handled in the same manner as pole line, and steel construction.

In connection with all of the above items, it is understood the scope of this Agreement shall include not only new installation work but shall also govern the repair, maintenance or dismantling of such structures, lines or equipment; the handling and operating of all equipment used to transport men, tools and/or materials on

the job site as well as the equipment used to move, raise or place materials used in the Outside Branch of the Electrical Industry shall be performed by workmen under this Agreement unless otherwise excluded herein.

Craft: ELECTRICIAN – NEON SIGN (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Electrician Neon Sign Journeyman.....	63.15
Electrician Neon Sign Foreman.....	65.15
Electrician Neon Sign Truck Foreman supervising (4) or more.....	67.65

**ADD PREMIUM PAY**

One and one half (1 ½X) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift, either before or after the shift.
2. For up to 8 hours worked on Saturday from midnight to midnight.

Double (2X) the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over eleven (11) hours in one day or shift, Monday thru Friday.
2. For all hours worked in excess of 8 hours on Saturday, Sundays or Holidays.

**SHIFT DIFFERENTIAL**

Second Shift (Swing) will be an additional \$1.25 cents per hour.

Third Shift (Graveyard) will be an additional \$1.50 per hour.

HIGH TIME (Working at heights)

1. All employees working at height of 65 feet and subject to a direct fall shall be paid an additional \$2.75 per hour in addition to their normal rate for a minimum of 2 hours.
2. All employees working at height of 125 feet or when repelling below 65 feet shall be paid an additional \$4.00 per hour in addition to their normal rate for a minimum of 4 hours.

**FOREMAN/TRUCK FOREMAN**

1. First employee on the job (TRUCK FOREMAN) must have a CDL and Welder certification and shall be paid \$2.00 per hour in addition to their normal rate of pay.

2. When the first employee on the job (FOREMAN) is supervising (4) or more workers, he or she shall be paid an additional \$2.50 per hour. In addition to their normal rate of pay.

3. When the first employee on the job (TRUCK FOREMAN and FOREMAN) has a CDL and Welder certification and is supervising (4) or more workers, he or she shall be paid an additional \$4.50 per hour. In addition to their normal rate of pay.

**RECOGNIZED HOLIDAYS**

New Year’s Day, Martin Luther King Day, President’s Day unpaid holiday; double time for any hours worked, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve ½ day (4 hours) unpaid holiday; straight time for first four hours worked and double time for hours worked after four hours, Christmas Day.

**JOB DESCRIPTION** Includes but is not limited to:

1. Installing, servicing and repairing plastic, neon and illuminated signs.
2. Ascending ladders or operating hydraulic or electric hoist to install, service, or examine sign to determine cause of malfunction.
3. Wiring, rewiring or removing defective parts and installing new parts using electrician's tools.
4. Removing sign or part of sign for repairs, such as structural fabrication, scroll repair, or transformer repair.

Craft: ELECTRICIAN WIREMAN (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Wireman.....	69.61
Wireman-Cable Splicer.....	75.41
Wireman Forman.....	75.41
Wireman General Foreman.....	81.21

**ADD ZONE RATE**

In addition to ELECTRICIAN-Wireman, rates, add the applicable amounts per hour, calculated from Washoe County Courthouse, Reno Nevada:

Zone 1	0 to 70 miles	\$0.00
Zone 2	70 to 90 miles	\$8.00
Zone 3	90 miles and over	\$10.00

**ADD PREMIUM PAY**

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For the first eight (8) hours worked on Saturday

Double the regular straight time hourly rate shall be paid for all time:

3. For all hours worked over ten (10) hours in one day or shift.
4. For any hours worked on Sunday
5. For any hours worked on Holidays

**Shift Rates**

1. Swing shift to be paid at seventeen-point three (17.3) percent the regular straight time rate for hours between 4:30 p.m. and 1:00 a.m.
2. Graveyard shift to be paid at thirty-one-point four (31.4) percent the regular straight time rate for hours between 12:30 a.m. and 9:00 a.m.
3. Shifts are established for at least five (5) consecutive days or double the regular straight time rate shall be paid.

\*\*Note – Double the straight time rate is the max rate paid. (No pyramiding of overtime rates)

**RECOGNIZED HOLIDAYS**

New Year’s Day, Memorial Day, Independence Day, Labor Day, Admission Day, Veteran’s Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between NECA and Local Union 401, IBEW

All electrical construction, installation, or erection work including fabrication or prefabrication of boxes, brackets, bends and nipples and all electrical maintenance thereon including the final running tests. This shall include the installation and maintenance of temporary wiring and the installation of all electrical lighting, heat and power equipment, installation of all raceway systems, including underground conduits and all supports, underground utility conduits, photovoltaic power generation systems, wind power generation systems and geothermal power generating systems. Further all salvage of electrical work shall be included.

Craft: ELEVATOR CONSTRUCTOR (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Elevator Constructor-Journeyman Mechanic.....	122.16
Elevator Constructor-Journeyman Mechanic In Charge.....	132.63

**ADD PREMIUM PAY**

Work performed on Construction Work on Saturdays, Sundays and before and after 30 the regular working day on Monday to Friday, inclusive, shall be classed as overtime, and paid for at double the rate of single time.

**RECOGNIZED HOLIDAYS**

New Year’s Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Veteran’s Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement of International Union of Elevator Constructors

The handling and unloading of all equipment coming under the jurisdiction of the Elevator Constructor, from the time such equipment arrives at or near the building site, shall be handled and unloaded by the Elevator Constructors. Mechanical equipment such as a forklift or truck mounted swing boom may be used by the Elevator Constructors. A derrick, crane or material hoist can be used under the supervision of Elevator Constructors to handle and unload the heavy material described in

Par. 5(a). Where unusual conditions are expected to exist prior to delivery of equipment at or near the building site in regard to handling and unloading of equipment in the primary or secondary jurisdiction of the local union, the Company shall contact the Local’s Business Representative to make appropriate arrangements for the handling and unloading of such equipment. In areas outside the jurisdiction of the local union, the Company shall contact the Regional Director.

(b) The erecting and assembling of all elevator equipment to wit: electric, hydraulic, steam, belt, dumbwaiters, residence elevators, parking garage elevators (such as Bowser, Pigeon Hole, or similar types of elevators), shuttles, compressed air and handpower, automatic people movers, monorails, airport shuttles and like-named devices used in the transportation of people for short distances of travel (less than 5 miles), as well as vertical reciprocating conveyor systems.

(c) It is understood and agreed that the preassembly of all escalators, moving stairways and link belt carriers that may be done in the factory shall include the following:

1. Truss or truss sections with tracks, drive units, machines, handrail drive sheaves, drive chains, skirts on the incline sections but not curved sections, step chains and steps installed and permanently aligned.
2. Balustrade brackets may be shipped attached but not aligned.
3. Setting of all controllers and all wiring and conduit from the controller.

All other work on escalators, moving stairways and link belt carriers shall be performed in the field before or after the truss or truss sections are joined and/or hoisted and placed in permanent position. This includes any and all work not done in the factory. The erecting and assembly of all theater stage and curtain elevator equipment and guides and rigging thereto, organ consoles and orchestra elevators

- (d) All wiring, conduit, and raceways from main line feeder terminals on the controller to other elevator apparatus and operating circuits. Controllers are not to be shipped from the factory with extended wiring attached thereto.
- (e) The erecting of all guide rails.
- (f) The installation of all grating under the control of the Company. The installation of all counterweight screens, overhead work, either wood or iron, and all material used for mounting of elevator apparatus in machine room, overhead or below.
- (g) The drilling of overhead beams for attaching machines, sheaves, kick angles, and all other elevator equipment.
- (h) The setting of all templates.
- (i) All foundations, either of wood or metal, that should take the place of masonry.
- (j) The assembly of all cabs complete.
- (k) The installation of all indicators.
- (l) The erecting of all electrical or mechanical automatic or semi-automatic gates complete.
- (m) The hanging of all automatic or semi-automatic elevator hoistway doors, together with the installation of hangers and tracks.
- (n) The installation of all devices for opening and closing and locking of elevator car and hoistway doors and gates.
- (o) The drilling of doors for mounting of closing devices.
- (p) The drilling of angle supports for mounting of closing devices except one template hole.
- (q) The drilling of sills for sill trips.
- (r) The operating of temporary cars.
- (s) The setting of all elevator pressure open or pit tanks.
- (t) The setting of hydraulic power units (power units include: motor, pump, drive valve system, internal piping, muffler, internal wiring, controller and tank). Where power units arrive in parts, they shall be assembled at the job site. The wiring and piping to and between multiple hydraulic power units shall be performed at the job site.
- (u) All air cushions with the exception of those built of brick or those put together with hot rivets.
- (v) Landing door entrances.

Craft: FENCE ERECTOR (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Fence Erector.....48.78

**ADD ZONE RATE**

In addition to FENCE ERECTOR rates add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$6.00
Zone 3	150 to 300 miles	\$7.00
Zone 4	300 miles or over	\$8.00

**ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midnight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

**RECOGNIZED HOLIDAYS**

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year’s Day, President’s Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:**

Includes but is not limited to:

1. Erecting or repairing chain link, wooden, tortoise, wire/wire mesh, or temporary fencing;
2. Mixing and pouring concrete around bases of posts and tamping soil into post hole to embed post;
3. Digging post holes with a spade, post hole digger or power-driven auger;
4. Aligning posts through the use of lines or by sighting;
5. Verifying vertical alignment of posts with a plumb bob or spirit level.

Craft: FLAG PERSON (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Flag Person.....46.66

**ADD ZONE RATE**

In addition to FLAG PERSON add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$6.00
Zone 3	150 to 300 miles	\$7.00
Zone 4	300 miles or over	\$8.00

**ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midnight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

**RECOGNIZED HOLIDAYS**

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year’s Day, President’s Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION**

**FLAG PERSON**, includes but is not limited to:

1. Directing movement of vehicular traffic through construction projects;
2. Distributing traffic control signs and markers along site in designated pattern;
3. Informing drivers of detour routes through construction sites;

Craft: FLOOR COVERER (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Floor Coverer Journeyman.....	57.40
Floor Coverer Foreman.....	61.14

**ADD PREMIUM PAY**

Any work performed over eight (8) hours per day and on Saturdays shall be compensated at time and one-half (1-1/2x) the appropriate hourly rate. All work performed on Sundays, holidays and over twelve (12) hours in one (1) day shall be compensated at two times (2x) the appropriate hourly rate. In the event a day's work is lost because of severe weather conditions or major mechanical breakdown, work may be performed on a voluntary basis on a Saturday at the straight time hourly rate for eight (8) hours provided the straight time hours worked in one (1) week do not exceed forty (40) hours.

**RECOGNIZED HOLIDAYS**

New Year's Day, Memorial Day, Independence Day, Labor Day, Admissions Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Southwest Mountain States Regional Council of Carpenters.

All work in connection with the installation of floor coverings (with the exception of wood floors which are covered by the Master Labor Agreement) such as measuring, cutting, installing, or removal and other preparation for installation of all types of floor covering. All types of floor covering regardless of material (except wood flooring), including but not limited to all types of carpeting, linoleum, vinyl, cork, laminate floors; glue down wood floor applications; rubber, cork, asphalt, linoleum or other types of tile; artificial turf and sports surfaces; any type of resilient flooring such as epoxy, polyurethane or similar materials regardless of how applied; and ceramic tile and stone. Included in the work covered is the application or installation of any type of moisture barrier and any type of underlayment or subfloor in connection with a flooring installation.

Craft: GLAZIER (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Glazier Journeyman.....	33.70
Glazier Foreman.....	36.15
Glazier Superintendent.....	37.37

**ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For first two (2) hours worked over eight (8) on a regular five (5) day week.
2. For all hours worked on Saturday. Employees shall not work less than four (4) hours.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked beyond ten (10) hours shall be paid at two (2 X) times the straight time rate.
2. For all hours worked on Saturday beyond 8 hours (2 X) times the straight time rate.
3. For hours worked Sunday and Recognized Holidays. Employees shall not be employed for less than four (4) hours.

\*Also, if there is less than 10 hours between shifts, the 2nd shift becomes an extension of the 1st shift.

\*Shift Differential: To be paid for all work performed between the hours of 5:30 pm to 5 am and it will be compensated at 10% differential for all hours worked including overtime. Overtime that falls between these hours will still be paid at the appropriate overtime rate.

**20.1 High Pay** – work that is thirty (30) or more feet in height above grade on an elevated, mechanically operated platform (including but not limited to: swing stage, boatswain chair, crane basket, heck lift, boom lift), rappelling work, work at slab edge outside the perimeter safety cable or work at slab edge inside the perimeter safety cable if the work being performed puts the employee in a free fall situation because the perimeter safety cable is no longer at or near waist level shall be paid at the rate of one dollar (\$1.00) per hour above the straight time rate for actual hours worked. High time shall be paid in addition to all other premiums involved.

**25.2 Foremen:**

**a)** The selection of the individual to act as foreman shall be at the discretion of the Employer. On outside jobs lasting three (3) days or more and which four (4) workers or more are employed, one (1) foreman will be designated and he shall be paid ten percent (10%) per hour over the highest journeyman Glazier supervised. Inside foreman shall receive ten percent (10%) per hour above the journeyman’s wage scale.

**b)** When a glazier is requested to perform welding on the job site, he/she will be compensated one dollar (\$1.00) over his regular rate of pay. All equipment, including hoods, leather and gloves, will be supplied by the Employer.

**RECOGNIZED HOLIDAYS**

New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between DC 16 and Glazing Contractors Associations of NV and Independent Contractors

General Glazing shall include the layout and setting by hand or with machines, cutting, preparing handling or removal of the following and incidental and supplemental to such work: setter of art glass, prism glass, beveled glass, leaded glass, automobile glass, window glass, mirrors of all types, wire glass, ribbed glass, ground glass, colored glass, figured glass, vitrolite glass, carrara glass, and all other types of opaque glass; glass chalk boards, structural glass, tempered and laminated glass, thiokal, neoprene and all other types of glass cements, all types of insulating glass units, solar heat collectors containing glass or glass substitutes, glass hand rail, electric glass, bathroom fixtures, all plastics when used in place of glass, all other similar materials when used in place of moldings, tubber, lead and all types of mastic in wood, iron, aluminum or sheet metal, sash skylights, doors, frames, stone, wall cases, show cases, books cases, sideboards, partitions, automatic doors, automatic sliding doors, revolving doors, luminous ceilings, gaskets, and plastic mirrors, the installation of the above materials, temporary or permanent, on or for any building in the course of repair, remodel, construction or alteration.

The installation of all glass framing or support systems for the same such as extruded, rolled or fabricated metals or any materials that replace the same, such as plastics, metal tubes, mullions, metal facing materials, muttins, facia trim moldings, porcelain panels, skylights, showcase doors and relative materials, including those in any or all of the buildings related to the store front and window wall, curtain wall, stop wall, skylight and dome construction. Glazing and installation of door and window frames, such as patio sliding or fixed doors, vented or fixed windows, shower doors, bath tub enclosures, screens storm stash where the glass becomes an integral part of the finished products, the tinting and coating of glass for the reflecting of heat and light, showcase tops, glass shelving of all types and table tops. In addition, such caulking, glass to glass, glass to metal, metal to concrete and panel to panels.

Production, maintenance, including all incidental and supplemental to, but not limited to Employees, and Employees who are engages int eh cutting, preparing, handling and selecting of glass and /or mirror, bevellers, silverers, blockers, scratch polishers, sand-blasters, flat glass wheel cutters, miters cutters, engraver, hole-drilling machine operations, belt sanding, automatic beveling, multi-grove edging machines, semi- and automatic-cutting machines, grinding, polishing unpacking ad racking or glass, glass packing, glass and mirror cleaning, mirror stripping, all operations in the manufacturing, framing and fabrication and assembling of all insulating units, assembling of all glass insulated solar heat collectors containing glass or glass substitutes, molding or mirrors, manufactured and assembly of sliding glass or mirror doors, the operating of all machines and equipment for these operations, oven operations, glass hangers, glass benders and operators, safety glass fabricators, inspectors, janitors, maintenance mechanics, loading and unloading or truck and railroad cars.

Craft: Highway Striper (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Highway Striper.....	51.28
Highway Striper Foreman.....	51.78

**ADD ZONE RATE**

In addition to HIGHWAY STRIPER rates add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$5.00
Zone 3	150 to 300 miles	\$6.00
Zone 4	300 miles or over	\$7.00

**ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midn ight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

**RECOGNIZED HOLIDAYS**

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday.

New Year’s Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:**

Includes but is not limited to:

1. Painting highways, streets and parking surfaces by using manually propelled or mechanically propelled machines, brushes, rollers or spray guns;
2. Installing any device or application of any material used in lieu of paint for traffic direction, including, without limitation, buttons, tapes, plastics, rumble bars and other similar materials;

Craft: Hod Carrier-Brick Mason Tender (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Brick Mason Journeyman.....	49.03
Brick Mason Foreman.....	49.43

**ADD ZONE RATE**

In addition to Hod Carrier Brick Mason Tender rates add the applicable amounts per hour, calculated based on road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone Rate	75 miles and over	\$8.13
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**ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midnight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

**RECOGNIZED HOLIDAYS**

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday.

New Year’s Day, President’s Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between No, NV Masonry Contractors and LIUNA Local 169

Conveying of all materials used by the Brick and Stone Masons from the first point of delivery to the Mechanic whether done manually or by a piece of machinery or equipment devised to replace the wheelbarrow or buggy, including but not limited to the forklift. The handling of Bricks, Blocks, mortar, or any other material to serve the bricklayer in any capacity building and dismantling scaffolds of any kind or type used by Bricklayers for masonry work including but not limited to tower scaffolds, access scaffolds, or other specialty scaffolds, mixing and tempering mortar by hand and/or machine, mixing grout and cleaning up after the bricklayer, the repairing and maintenance of all equipment, either on the job or in the yard.

Craft: Hod Carrier-Plasterer Tender (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Plasterer Tender-Journeyman.....	49.37
Plasterer Tender- Gun Tender.....	50.37
Plasterer Tender-Foreman.....	50.73

**ADD ZONE RATE**

In addition to: HOD CARRIER-PLASTERER TENDER rates add the applicable amounts per hour, calculated based on road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone Rate	75 miles and over	\$8.00
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**ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from mid night to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

**RECOGNIZED HOLIDAYS**

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year’s Day, President’s Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between Plasterers Contractors and LIUNA Local Union 169

Any Employee within the scope of this division tending or serving any other worker performing plasterers work, any plasterer, plasterers, or apprentices in any capacity performing plasterers work including but not limited to, handling and conveying of all materials after delivery used by plasters, including but not limited to, inside finish coat, outside finish coat, brown coat, scratch coat, sprayed or trowled on fireproofing, EIFS systems, and other materials or systems for the same or similar purpose whether done manually or by a piece of machinery or equipment devised to replace the wheelbarrow or buggy, including but not limited to the forklift, tusky hoist, and rigging and signaling for cranes to the point or points of application or installation, making mixing and preparing after delivery all materials used by plasters, whether by hand or machine including but not limited to mixers, pumps for plaster or fire proofing, plaster, finish coats, fireproofing, including Monocoat, Cafco or other materials for the same or similar use, moving any rolling scaffolding, building and handling all necessary trestle, scaffolding and planking of scaffolding for plasterers and lathers, building mortar boxes, mortar boards and stands, and the repairing and maintenance of all equipment either on the job or in the yard, the spreading of all temporary protective drop cloths, building paper or plastic covers and taping of same (in a composite crew with the plasterers when necessary), the cleaning of all floors, and debris, behind the plasterers or any other worker performing plasterers work in connection with the work performed all work necessary for cold weather protection and cure including but not limited to handling installing or tending to blankets, visqueen, and space heaters, and running putty.

Tending to plasterers or any other worker performing plasterers work on EFIS system work shall include all work after the wallboard is installed including but not limited to any preparatory sealing or leveling, placing foam, mesh, and plaster including any rough, finish, and color coats.

For sprayed on fire proofing work only, including Monocoat, Cafco or other materials for the same or similar use an Employer signatory to this Agreement and the Local 169, Laborers Master Agreement may employ Laborers at the Group 1 wage rate to perform overspray protection, the spreading of all temporary protective drop cloths, building paper or plastic covers and taping of same, the cleaning of all floors, and debris, cold weather protection and cure including but not limited to handling installing or tending to blankets, visqueen, and space heaters and moving rolling scaffolding.

Craft: Ironworker (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Ironworker-Journeyman.....	81.01
Ironworker - Foreman.....	85.63
Ironworker -General Foreman.....	90.71

**ADD ZONE RATE**

In addition to Iron Worker rates add the applicable amounts per day, calculated based on a road mile from the Reno City Hall or Las Vegas City Hall.

Zone 1	60 to 75 miles	\$20.00
Zone 2	75 to 100 miles	\$25.00
Zone 3	100 miles and over	\$75.00

**ADD PREMIUM PAY**

One and one half (1X) the regular straight time hourly rate shall be paid:

1. For the first two (2) hours worked in excess of eight (8) on a regular workday Monday-Friday
2. For the first eight (8) hours on Saturday

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over ten (10) hours in one day or shift.
2. For any hours worked on Sunday.
3. For all hours worked over eight (8) on Saturday
4. For all hours worked on Holidays

Shift Pay

1. 2nd shift add 6% of hourly wage
2. 3rd shift add 13% of hourly wage
3. Dedicated shift add 6% of hourly wage

**RECOGNIZED HOLIDAYS**

New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB CLASSIFICATION:** Excerpt from Agreement between NV AGC and DC of Ironworkers

Field fabrication and/or erection or deconstruction of structural, ornamental and reinforcing steel, including but not limited to the fabrication, rigging and signaling, erection and construction of all iron and steel, ornamental lead, bronze, brass, copper and aluminum, plastics and all other substitute materials, including, but not limited to, composites, carbon fiber and fiberglass, all barrier railings, handrail, aluminum, steel, glass and plastic, reinforced concrete structures or parts thereof; bridges, viaducts, inclines, dams, docks, dredges, vessels, locks, gates, guides, aqueducts, reservoirs, spillways, flumes, caissons, cofferdams, subways, tunnels, cableways, tramways, monorails, blast furnaces, stoves, kilns, coolers, crushers, agitators, pulverizers, mixers, concentrators, ovens, cupolas, roof decking such as but not limited to “Cofar”, “Trusdeck”, Mahon “M”; smoke conveyors, penstocks, flag poles, drums, shafting, shoring, fur and storage rooms, fans and hot rooms, stacks, bunkers, conveyors, dumpers, elevators, vats, tanks, enamel tanks, enamel vats, towers, pans, hoppers, plates, anchors, caps, corbels, lintels, Howe and combination trusses, grillage and foundation work, grating, bucks, partitions, hanging ceilings, hangers, clips, brackets, flooring, floor construction and domes, rolling shutters, curtains, frames; aluminum, rolling fire, won and iron doors, including supports; cast tiling, air ducts, duct and trench frames and plates; wire work, railings, wire cable

including pipe, guards, fencing, grill work, sidewalk and vault lights, skylights, roofs, canopies, light steel framing, marquees, awnings and other related equipment elevator and dumb waiter enclosures, elevator cars, tracks, fascias, aprons, operating devices, steel and aluminum sash, hardware and screens, frames, fronts, lockers, racks, book stacks, tables, shelving, metal furniture, seats, chutes, escalators, stairways including pre-engineered stairs, ventilators, boxes, fire escapes, signs, jail and cell work, safes, vaults, vault doors, safe deposit boxes, corrugated sheets when attached to steel frames, including insulation; frames in support of boilers; materials altered in field such as framing, cutting, bending, drilling, burning and welding including by acetylene gas and electric machines; metal forms and false work pertaining to concrete construction; seismic isolation systems and dampening systems including base isolators, sectional water tube and tubular boilers and stokers; traveling sheaves, vertical hydraulic elevators, bulkheads, skip hoists, making and installation of articles made of wire and fibrous rope, rigging in connection with pumps, compressors, forced and induced draft fans, air meters, Bailey meters, agitators, oxygen converters, cinder machines, pelletizing machines, reactor vessels, reactor spheres, completed tanks and assembled sections of completed tanks, scroll cases, refineries, hydroelectric power houses and steam plants, cogeneration plants, vessels and government departments; false work, travelers, scaffolding, pile drivers, sheet piling, derricks and powered derrick swinger including the erection, installation, handling and operating. Cranes erection, installation, handling and operating of same on all forms and types of construction work. The operation of Valla and Spider type battery and/or propane powered portable floor cranes having no operator seat utilized to install ironworker scope of work and the same on all forms and types of construction work. Crane work at the ports, including hammer-head cranes, container cranes and rubber tire cranes. Offloading, relocations, and commissioning of all burning and removal of sea bracing track layout; erection of apex boom extensions, back reach extensions, and rail replacement. Includes all welding, containment and structural modifications of the aforementioned items; railroad bridge work including maintenance thereof; moving, hoisting and lowering of machinery, modules, skid modules and placing of same on foundation, including bridges, cranes, intermittent use forklifts, derricks, buildings, piers and vessels; loading, unloading, necessary maintenance, erection, installation, removal, wrecking and dismantling of all of the above and all reinforcing work and submarine diving in connection with or about same; erection of steel towers, chutes and spouts for concrete where attached to towers and handling and fastening of cables and guys for same; unloading, racking, sorting, cutting, bending, hoisting, placing and tying including the use of any and all mechanical tying devices, burning and welding including stud welding of all iron, steel and metal in reinforced concrete construction including mesh for floor arches and the making of hoops and stirrups, metal forms and metal supports thereof; jacking of slip forms, installation of all wire, cable, parabolic cans, steel and all other materials, including, but not limited to, composites, carbon fiber and fiberglass, used for the purposes of prestressing including grouting of ducts, post stressing concrete girders, beams, columns, etc.; loading, unloading, hoisting, handling, signaling, placing and erection of all prestressed, post stressed, precast materials, G.F.R.C., Dryvit System, including the securing by bolting and/or welding and the installation of steeltex and wire mesh of any type when used for reinforced concrete construction; erection of all curtain wall; glass handrail; stay in place deck; automated and/or mechanical parking structures; offloading, staging, hoisting and setting of modular structures and micro-units; curtain wall systems and associated sealants. Window wall and entrances, panels, insulated and non-insulated, factory and field assembled, porcelain enameled panels, ceramic, laminated spandrelite, louvers and sunscreens; application of thiokol, neoprene and other sealants used to seal materials installed by Iron Workers; installation and handling of phenolic panels, including but not limited to, Trespa products and all similarly related materials and/or systems; installation of metal window stools and sills; installation of aluminum, bronze and steel thresholds; erection and dismantling of all types of cranes and changing of booms; erection of rock, sand and gravel plants, dismantling and loading out conveyors, aggregate plants, batch plants, abeleways, refrigeration plants, etc.; erection and dismantling of Monigan walking dragline, launchhammer bucket wheel excavator and other trenching equipment; signaling on highlines, whirley cranes and derricks, buck hoists, man hoists, fork lifts, material towers and scanning antennae; metal and steel supports of all types; fabrication, assembling and erection of offshore drilling platforms or similar installations; dust collectors, precipitators, multi-plate, specialty welding processes, unloading, loading, hoisting, handling and rigging of all building materials delivered to the job

site; hanging ceilings, tees, channels, beams, acoustical elements, sound barriers, computer floors, etc.; installation of stage rigging (including counterweights), curtains, draperies, traverse rods, tracks, cables, window cleaning equipment, powered work platforms, including and loading and unloading, erection installation and removal of powered chassis mounted elevating mast climbing work platforms, rigging in connection with display shows; ski lifts, etc.; wrecking of bridges, viaducts, elevated roads and structural steel and iron in buildings; all steel frames for openings, all porches, verandas, canopies and balconies; all overhead travelers, duo rails, tram rails; erection, setting, repairing of guard or collision rails on bridges and approaches, road ways or any other structures; handling and setting of all types of steel and metal joists, including metal box joists for truss lab and preformed keystone shaped metal joists; erection of steel and metal houses and packaged buildings; all translucent and plastic material on steel frame construction; the erection of solar energy systems, including but not limited to, photo voltaic, heliostat and parabolic systems, energy producing windmill type towers, wind turbine erection to included, but not limited to, prep work, boltup, tensioning or torque of bolts on base and all tower section turbine and blade assemblies; nuclear reactors, electromagnetic shielding plates and atomic vessels including all component parts; the plumbing, aligning and leveling of all materials and equipment through the use of optical instruments, LASER beams, etc., and the use of instruments to establish layout, installation and disposition of ironworker installed scope of work; the unloading, distributing, stockpiling and handling of all materials coming under the jurisdictional claims of the UNION such as to rail heads, storage yards, loading and unloading, hoisting, handling, signaling of all fabricated material and equipment at the jobsite (except FOB deliveries) related to the Iron Workers jurisdiction that is within the individual employers' contractual scope of work including from and to barge and ships to a lay down yard or construction project, etc., shall be done by the Iron Workers.

All reinforcing work in connection with field fabrication, including but not limited to the pre-assembly of reinforcing cages, loading and unloading, handling, racking, sorting, cutting, bending, hoisting, intermittent use of forklifts, placing, burning, welding and tying of all material including the use of any and all mechanical tying devices, or substitute materials, including but not limited to, composites, carbon fiber and fiberglass, stainless steel, used to reinforce concrete construction shall be done by Iron Workers within the individual employers' scope of work at the jobsite, excluding FOB deliveries. A working Iron Worker shall be employed for maintenance on jobs of substantial size while concrete is being poured on reinforcing steel, wire mesh and paper back steeltex but will not be required as a stand-by man. All work in connection with the installation, alignment, repair & modification of panelized roofing systems, pre-engineered fabric structures, aluminum clarifier coverings, carports, ministorages, and dock planks. All work in connection with the installation, alignment, repair and modification of bleachers, planking and stadium seating. All work in connection of installation of amusement rides including, but not limited to, the erection and alignment of all track, machinery and related components.

Craft: Laborer (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Landscaper .....	43.37
Furniture Mover .....	44.87
Group 1.....	48.53
Group 1A.....	46.66
Group 2.....	48.63
Group 3.....	48.78
Group 3A.....	52.21
Group 4.....	49.03
Group 4A.....	51.53
Group 5.....	49.33
Group 6	
Nozzlemen, Rodmen.....	48.33
Gunmen, Materialmen.....	48.33
Reboundmen.....	48.68
Gunite Foreman.....	49.73

**ADD ZONE RATE**

In addition to LABORER rates add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$6.00
Zone 3	150 to 300 miles	\$7.00
Zone 4	300 miles or over	\$8.00

**ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift.
2. For any hours worked on Saturday from midn ight to midnight.

Double the regular straight time hourly rate shall be paid for all time:

1. For all hours worked over twelve (12) hours in one day or shift.
2. For any hours worked on Sunday from midnight to midnight.
3. For any hours worked on holidays from midnight to midnight.

**RECOGNIZED HOLIDAYS**

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year’s Day, President’s Day, Memorial Day, Fourth of July, Labor Day, Admission Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between AGC and LIUNA Local 169

The construction, erection, alteration, repair, modification, demolition, addition, improvement of all building, heavy and highway, utility, industrial and all other type(s) of construction.

**SEE GROUP CLASSIFICATIONS**

Craft: LUBRICATION AND SERVICE ENGINEER (MOBILE AND GREASE RACK) (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Lubrication and Service Engineer (mobile and grease rack).....71.43

**ADD ZONE RATE**

In addition to: **LUBRICATION AND SERVICE ENGINEER (MOBILE AND GREASE RACK)** rates add the applicable amounts per hour calculated based on a road miles from the Carson City Courthouse or Washoe County Courthouse.

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$5.00
Zone 3	150 to 300 miles	\$6.00
Zone 4	300 miles and over	\$7.00

**ADD PREMIUM PAY**

1. One and one-half (1-1/2) times the applicable straight-time rate for the day, shift, work, equipment and classification shall be paid for all work (including repair work and field survey work) performed on Saturday and before a shift begins and after it ends, except when operating equipment servicing a craft that is receiving double time on commercial building construction, in which case double time shall be paid.
2. Overtime. The following rates shall apply on Sundays and holidays and all work before a shift begins and after it ends:

**RECOGNIZED HOLIDAYS**

Holidays. Double the applicable straight-time rate shall be paid for all work (including repair, maintenance and field survey work) performed on Sundays and the following holidays: New Year's Day (January 1); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (1st Monday in September); Nevada Admission Day (last Friday in October); Thanksgiving Day (4th Thursday in November); the day after Thanksgiving Day; and Christmas Day (December 25). Holidays falling on Sunday shall be observed on the following Monday. Holiday hours shall be reckoned on the same basis as Sunday hours.

Saturday Shift Period. On any shift, Saturday shall be the twenty-four-hour period commencing at 12:00 midnight Friday.

Sunday Shift Period. On any shift, Sunday shall be the twenty-four-hour period commencing at 12:00 midnight Saturday.

3. For hours worked in excess of 12) on any such workday, an Employee shall be paid two (2) times the regular straight-time rate of pay for each hour so worked.

Craft: Mechanical Insulator (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Mechanical Insulator-Mechanic.....	75.52
Mechanical Insulator-Foreman.....	79.52
Mechanical Insulator-General Foreman .....	81.52

**ADD ZONE RATE**

In addition to MECHANICAL INSULATOR rates add the applicable amounts per DAY, calculated based on a radius figured from Reno City Hall:

Zone 1	0 to 20 miles	\$15.00
Zone 2	21 to 40 miles	\$25.00
Zone 3	41 to 60 miles	\$35.00
Zone 4	Over 60 miles	\$100.00
Zone 4: Up to \$140.00 per day with receipts		

**ADD PREMIUM PAY**

One and one half times the minimum hourly wage rate shall be paid for the first two (2) hours of overtime work, directly following eight (8) hours Monday through Friday, and for the first ten (10) hours worked on Saturdays. Double the minimum hourly wage rate shall be paid for all other overtime worked Monday through Friday and in excess of ten (10) hours on Saturdays.

**RECOGNIZED HOLIDAYS**

New Year’s Day, President’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from the Int’l Assoc. of Heat and Frost Insulators and Allied Workers Local 16 and the No. CA Chapter. Western Insulation Contractors Assoc.

- 65. Lining of all mechanical room surfaces and air handling shafts.
- 66. The filling and damming of fire stops and penetrations including, but not limited to, electrical and mechanical systems.
- 67. All foam applications for the purpose of thermal, acoustical, or fire protective purposes, including RTV foams or equivalents, applied to mechanical or electrical systems.
- 68. All duct lining, and duct wrapping, done on the job site, direct application and installation of fire protection of grease ducts, exhaust systems, or any other ductwork for acoustical or thermal purposes.
- 69. The insulation of all field joints on pre-insulated underground piping, and the pouring of Gilsilite or its equivalent.
- 70. Any finish material which is contiguous to the thermal or acoustical application.
- 71. The preparation, distribution of materials on job sites, assembling, molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintaining, finishing, and weather proofing of hot or cold thermal or acoustical insulation with such materials as may be specified.
- 72. The application of any material, including metal and PVC jacketing, Alumaguard or equivalent, on piping, fittings, valves, flanges, boilers, ducts, plenums, flues, tanks, vats, equipment and any other hot or cold surface for the purpose of thermal control.
- 73. The Agreement shall cover all other work of a specialty nature.

Craft: MILLWRIGHT (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Millwright Journeyman.....	73.97
Millwright Welder.....	76.97
Millwright Foreman.....	78.46
Millwright General Foreman.....	83.40

**ADD ZONE RATE**

In addition to MILLWRIGHT rates add the applicable amounts per hour, calculated from Reno, Nevada City Hall. The Employer agrees to provide each employee zone pay as established below if the project is further than forty-five (45) miles calculated via the "shortest route" filter using Google Maps from the address of city hall of respective dispatch points.

Zone 1	Up to 45 Miles	\$0.00
Zone 2	More than 45 miles but less than 101 Miles	\$4.00
Zone 3	101 or more Miles	\$6.00

**ADD PREMIUM PAY**

Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight-time work shall be paid at one and one half (1½) times the straight-time rate of pay. All additional overtime will be paid at two (2) times the straight-time rate of pay.

All work performed on Sunday and Holidays shall be paid at two (2) times the straight-time rate of pay. Any work performed on Labor Day shall be paid at triple (3x) the regular straight time hourly wage rate.

Lodging: If the project is further than forty-five (45) miles calculated via the "shortest route" filter using Google Maps from the address of city hall of the respective dispatch points listed above, the Employer agrees to furnish acceptable single occupancy lodging to each employee. Employers are encouraged to use commercial facilities and lodges, however, when such facilities are not available, per diem in lieu of room and lodging shall be paid at the rate of one hundred ten dollars (\$110.00) per day, or part thereof, from the date of hire for the project to the date of termination of employment on the project.

**RECOGNIZED HOLIDAYS**

New Year's Day, Washington's Birthday (President's Day), Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day.

**JOB DESCRIPTION** Excerpt from Southwest Regional Council of Carpenters' Millwright Regional Master Construction Agreement.

Section 1.4 Millwright Jurisdiction.

The machinery, equipment, processes and associated components listed below which are identified for the purpose of description only, falls within the jurisdiction of the United Brotherhood of Carpenters and Joiners of America (Millwrights). Although some components of machinery and/or equipment may be described in one application or location and not in another, it shall not be excluded from our craft jurisdiction when, to avoid repetition, it is not described in other applications, and such jurisdiction shall be applied to the initial commissioning, maintenance, decommissioning, and recommissioning of all associated machinery and/or equipment.

Section 1.4.1

Millwright craft jurisdiction shall include the loading, unloading, hoisting, rigging by any means, transferring, moving, cleaning, disassembling, assembling, moving and setting and removal of skids, welding, burning, erecting, calibrating, precision grouting, supporting, aligning, starting-up and testing, adjusting, repairing, and the maintaining of all machinery and equipment, be it powered by, or receiving power from, steam, gas, gasoline, diesel, biodiesel,

hydrogen, jet, electric, pneumatic, magnetism, adiabatics, diabatics, isothermics, water, hydropnuematics, solar, thermal, mineral, atomic, rocket, nuclear, chemical, wind, waste product of any kind or any other source, regardless of whether or not such machinery or equipment is temporarily or permanently installed or located.

#### Section 1.4.2

Millwright craft jurisdiction shall include all activities necessary to: set all engines, motors, dynamos, generators, diesel generators, motor restraints and supports; install, measure and align with optical and/or electronic instruments when necessary the reactors, control, push and shut-down rods, rod pressure housing, drives, guide sleeves and other related equipment in reactors, turbines, castings, combustion chambers and all its related components; the attachment and final connection of the inlet manifolds and exhaust ducts, cylinders, diaphragms, gaskets, containment barriers, rotors, blade rings, blade or bucket assemblies, hydrogen coolers, blower assemblies, packing joints on hydrogen coolers, exciter or Alterex and all others, turning gear, extension box, welding of extension box, lagging, stretching of coupling bolts or others; perform oil flush; install turbine lube oil tank, pumps and related component skids, filters, thrust bearings, magnetic bearings, the sweating on and shrinking of bearings, couplings, shafts and others, sole plates and machine bases; perform all precision grouting using the following materials: epoxy, wet, non-shrink, dripacking or other types; perform demineralizing and hydromation; install mechanical dust systems, sensors, air compressors, super charges, coolers, boiler controls and linkage, thermal management systems, Bailey Meters or similar devices and their linkages; installation, maintenance and removal of all instrumentation, gauges, antennae and other communication devices, fluid drives, power drive trains, embedded guides for traveling screens, traveling screens, roller, slide, knife, lock and sluice gates, limit torques on mechanical valves, gates and others, tainter valves, limit switches, trips, triggers or switches, including the brackets that are attached to, stop logs, dam rollers, transfer cars and gear head motors.

#### Section 1.4.3

The setting of variable drives, fans, coal cranes, truck cranes or other types, including servicing and the adjusting and aligning of mechanical equipment within the cranes, crane rails and all other types of rails which would carry mechanically activated equipment, including their alignment, installation, removal, servicing, and alignment of hydraulic and pneumatic lifts and passenger boarding bridges, monorail (all sizes), magnetic propulsion systems, trolleys, pumps and their associated components, packaging equipment, refrigerating equipment, chillers, and related equipment, lantern rings, packing glands, packing for pumps, pollution equipment, carbon absorbers and filtration, heat exchanges, grain, ball, hammer, roller mills, pulverizers and others, crushers and beaters, hoppers, bins, chutes and spouts, turn tables, shears, casing machines, robots, air-veyors, conveyors of all sizes, types, and styles regardless of the materials they are constructed with, or mechanically powered conveyances of any type, including their supports, people movers, x-ray and imaging & scanning machines, elevator and platform lifts, dock levelers and locks, roll-up and sectional doors, operable partitions, retractable roofs, magnetic separators, hoists, feeding machinery, Z-loaders, S-loaders, palletizers, Triax equipment, mechanical equipment in scrubbers, pack towers, precipitators, cooling towers and air cooled condensers.

#### Section 1.4.4

Sewage, Brackish, Desalination, Water Treatment and Mineral Extraction Plants — the disassembly, fabricating, rigging, erecting and aligning of skimmers, rake mechanisms, feed wells, baffles, scum troughs, de-gritting equipment, bar screens, communitors, mixers, pumps, aeration systems, blowers, membrane filtration systems, sequencing batch reaction systems, including related, filter presses, sand filtration systems, ultra violet rack systems, mechanical drive assemblies, conveyors, lines, piping, flanges, brackets, supports, mono rails, gates and setting odor control and detection equipment, (excluding heating, ventilating and air conditioning work). The setting of thru-clean bar, straight line bar, trash, tritor drum, and disc screens, straight line grit, circuline grit, circuline sludge, and circuline mixer collectors, straight line, flash, horizontal slow, vertical slow, and vibra flow feeder machines, pre-aeration and settling tanks, covers for tanks, bowls and basins including stationary or mechanical covers regardless of materials, thickeners, rotoline distributors, sludge bed and settling pond cleaners, digestion systems, heaters, dyna-grind sewage screening grinders, screw pumps, spiral classifier, agitators, junk remover, hydro pulper, cooling fans, lube systems, selectifier screens, hydrosensors, fuel blowers, grizzly screens, trommels, table feeders, dryers, optical sorters, high tension separators, grip dewatering screens, flash mixer, horizontal slow mixer, vertical slow mixer, filter, cone and rotary presses, comminutors, barminutors, degreasers, rotometers, dehumidifiers, benches, pressure cleaning systems & devices, washers for cars, trucks, buses, trains, planes unmanned and autonomous vehicles and other types, hydraulic, servo and pneumatic units, shroud boxes, silencers, scales, load cells, eddy current clutches, disintegrators, dehairing machines, grain handling devices, laboratory equipment, machine shop equipment, ladle cars, stunning pens and doors and gates, activation equipment, racks, material handling platforms, access & egress platforms, catwalks,

transition pieces, the handling and installation, of pulleys, gears, fluid couplings, sheaves and fly wheels, air vacuum, worm, belt, friction, rope, magnetic, chain and gear drives that are directly or indirectly coupled to motors, belts, chains, shafts, or screws, installation of legs, boots, guards and boot tanks, all bin and diverter valves, turn hands and indicators, shafting, bearing cable sprockets, cutting of all key seats in old and new work, troughs, chippers, calenders, rolls, winders, rewinders, slitters, cutters, wrapping machines, blowers, forging machines, pneumatic, electric and hydraulic rams, servo actuators, extractors, expellers and extruders, ball and dust collectors, splicing of ropes and cables.

Millwright craft jurisdiction on energy generation facilities shall include all loading, unloading, movement, hoisting, preparation, uncrating, preparation of nacelle units prior to installation or removal, installation, setting, removal, alignment, and final torquing and tensioning of any mechanical component used in the generation of power, including any incidental wiring or piping. This shall include all aspects of power trains, drive and tracking systems, elevation and azimuth drives, energy collection optimization systems, all rams, dampers and other stabilization devices, antennae, bearing housing assemblies and units, actuators, pulleys, gears, access points, rotational connections, mounting and alignment of tracks, axles, bearings, rotational joints, or any other device which allows for the automated or manual movement of equipment post-installation, all turbines, and wind, wave and tidal analysis equipment. It shall also include all work associated with energy collection and storage facilities, including the loading, unloading, movement, hoisting, preparation, installation, setting, and alignment of racking systems, torque tubes, modules, batteries, energy storage systems, cooling or control systems, inertia systems or other equipment or machinery, and all incidental wiring or piping thereof.

#### Section 1.4.5

The laying out, fabrication and installation of protecting equipment including: machinery guards; the making and setting of templates for machinery; the fabrication of bolts, nuts, pans; the drilling or creating of holes in machinery for any equipment which the Millwrights install, remove, service or inspect, regardless of material; installation of all methods of access and egress and safety devices whether temporary or permanent; all welding and burning regardless of type; the fabrication of all lines, hose or tubing used in the lubrication, operation, cooling or heating of machinery, including the installation of all fluids used to operate, lubricate, cool or heat equipment installed by Millwrights; the cleaning or pressure cleaning of machinery; the machining, grinding, milling, broaching, boring, threading, lapping, field machining, technical bolting and keying that may be necessary for any part of equipment, including the starting up, breaking in, trial running and operational or functional testing of any equipment or machinery installed or handled by the Millwrights, the initial programing of robotics for startup, and the incidental connection and disconnection of machinery and equipment from piping and electrical systems.

#### Section 1.4.6

Rock, sand and gravel plants, mineral processing plants and batch or aggregate plants: Installation, removal and maintenance of all recycling equipment, separators, centrifuges, classifiers, grates, crushers, conveyors, chutes or piping from one piece of mechanical equipment into another piece of mechanical equipment, or from a vessel into a conveyor, or into other places or mechanical equipment or other mechanical equipment used (for the purpose of description only) to excavate material from one area to another from highways, roadways, waterways or elsewhere.

#### Section 1.4.7

When optical instruments such as total stations or similar devices, automatic levels, builder's transits, precision jig transits, tilting levels, theodolites or other precision tools and instruments are used to locate, set, scan-to-BIM or as-Built measure and verify machines, these tools are considered a tool of the Millwright trade and are to be used by Millwrights to set the equipment or machinery.

#### Section 1.4.8

Incidental asbestos removal on equipment in which Millwrights normally remove during maintenance and repair work.

#### Section 1.4.9

Any new equipment or technology designed to replace any of the equipment described above shall remain in the craft jurisdiction of the Millwrights.

Craft: OPERATING ENGINEER (Union Rate)  
**Prevailing wage rates include the base rate as well as all applicable fringes**

Operating Engineers	(SEE GROUP CLASSIFICATIONS)	
Group 1.....		66.41
Group 1A.....		69.17
Group 2.....		69.70
Group 3.....		69.97
Group 4.....		70.71
Group 5.....		71.01
Group 6.....		71.18
Group 7.....		71.43
Group 8.....		72.02
Group 9.....		72.34
Group 10.....		72.69
Group 10A.....		72.88
Group 11.....		73.12
Group 11A.....		74.76
Group 11B.....		75.57
Foreman.....		74.76
Add 12.5% to base rate for "Special" Shift		

**Add Operating Engineers Zone Pay**  
**Add Premium Pay**

Craft: OPERATING ENGINEER (Union Rate)  
**STEEL FABRICATOR & ERECTOR**

**Prevailing wage rates include the base rate as well as all applicable fringes**

Operating Engineers	(SEE GROUP CLASSIFICATIONS)	
Group 1.....		81.71
Group 1 Truck Crane Oiler.....		75.54
Group 1 Oiler.....		73.58
Group 2.....		80.20
Group 2 Truck Crane Oiler.....		75.29
Group 2 Oiler.....		73.37
Group 3.....		78.96
Group 3 Truck Crane Oiler.....		75.07
Group 3 Oiler.....		73.15
Group 3 Hydraulic.....		74.74
Group 4.....		77.23
Group 5.....		76.13
Add 12.5% to base rate for "Special" Shift		

**Add Operating Engineers Zone Pay**  
**Add Premium Pay**

Craft: OPERATING ENGINEER (Union Rate)  
PILEDRIVER

**Prevailing wage rates include the base rate as well as all applicable fringes**

Operating Engineers	(SEE GROUP CLASSIFICATIONS)
Group 1.....	81.18
Group 1 Truck Crane Oiler.....	75.72
Group 1 Oiler.....	73.80
Group 2.....	79.64
Group 2 Truck Crane Oiler.....	75.51
Group 2 Oiler.....	73.60
Group 3.....	78.19
Group 3 Truck Crane Oiler.....	75.29
Group 3 Oiler.....	73.37
Group 4.....	76.68
Group 5.....	75.57
Group 6.....	72.29
Group 7.....	73.50
Group 8.....	72.54
Add 12.5% to base rate for "Special" Shift.....	

**ADD ZONE RATE**

In addition to: **OPERATING ENGINEER, STEEL FABRICATOR & ERECTOR, and OPERATING ENGINEER PILEDRIIVER**, rates add the applicable amounts per hour calculated based on a road miles from the Carson City Courthouse or Washoe County Courthouse

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$5.00
Zone 3	150 to 300 miles	\$6.00
Zone 4	300 miles over	\$7.00

**ADD PREMIUM PAY**

1. One and one-half (1-1/2) times the applicable straight-time rate for the day, shift, work, equipment and classification shall be paid for all work (including repair work and field survey work) performed on Saturday and before a shift begins and after it ends, except when operating equipment servicing a craft that is receiving double time on commercial building construction, in which case double time shall be paid.

2. Overtime. The following rates shall apply on Sundays and holidays and all work before a shift begins and after it ends:

**RECOGNIZED HOLIDAYS**

Holidays. Double the applicable straight-time rate shall be paid for all work (including repair, maintenance and field survey work) performed on Sundays and the following holidays: New Year's Day (January 1); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (1st Monday in September); Nevada Admission Day (last Friday in October); Thanksgiving Day (4th Thursday in November); the day after Thanksgiving Day; and Christmas Day (December 25). Holidays falling on Sunday shall be observed on the following Monday. Holiday hours shall be reckoned on the same basis as Sunday hours.

Saturday Shift Period. On any shift, Saturday shall be the twenty-four-hour period commencing at 12:00 midnight Friday.

Sunday Shift Period. On any shift, Sunday shall be the twenty-four-hour period commencing at 12:00 midnight Saturday.

3. For hours worked in excess of 12) on any such workday, an Employee shall be paid two (2) times the regular straight-time rate of pay for each hour so worked.

**JOB DESCRIPTION**, includes but is not limited to:

Operate one or several types of power construction equipment, such as motor graders, bulldozers, scrapers, compressors, pumps, derricks, shovels, tractors, or front-end loaders to excavate, move, and grade earth, erect structures, or pour concrete or other hard surface pavement.

Craft: PAINTER (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Brush/Roller Painter.....	49.79
Spray Painter/Paperhanger.....	51.50
Sandblaster.....	51.55
Structural Steel & Steeplejack.....	51.55
Swing Stage.....	49.30
Special Coating Application-Brush.....	49.35
Special Coating Application-Spray.....	49.35
Special Coating Application-Spray Steel.....	53.29
Foreman.....	\$1.00 above highest Journeyman

**ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

1. For all hours worked over eight (8) hours in one day or shift unless the Union is notified when four (4) tens (10's) are instituted.
2. For any hours worked on Saturday from midnight to midnight
3. For any work performed in excess of the regular work week of forty (40) hours.

Double the regular straight time hourly rate shall be paid for all time:

1. For any hours worked on Sunday from midnight to midnight
2. For any hours worked on holidays from midnight to midnight

**RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between Painters and Allied Trades DC 16 and Independent Flooring Contractors of No Nevada

a. All painting of residences, buildings, structures, industrial plants, tanks, vats, pipes, vessels, bridges, light poles, high tension poles, traffic and parking lines on highways, parking lots, playgrounds, factories, and air line strips; all sign, pictorial, coach, car automobile, carriage, aircraft machinery, ship and railroad equipment, mural and scenic painting; spackling of all surfaces where adhesive materials are used; and all drywall pointing, taping and finishing.

b. All decorators, paperhangers, hard wood finishers, grainers, glaziers, varnishers, enamellers

1. Paperhangers work shall be all material of whatever kind or quality applied to walls or ceilings with paste or adhesive; all tacking on the muslin or other materials which is used as wall or ceiling coverings or covered with material pasted on.

2. The scraping off of old paper, preparing of walls, etc., for paper hangers work.

3. The application of relief, stucco, plaster or decorative work shall not be considered paperhanger's work exclusively.

(c) All men engaged in applying or removing paints, pigments, extenders, metal primers and metal pigments, clear pigments, binders, thinners and dryers, primers and sealers, oil paints and enamels, water

colors and emulsions, clear coatings, waxes, stains, mastics, cement enamels and other special coatings, plastics, adhesives, coatings and sheet rubber and other linings, oils, varnishes, water colors, wall paper, wall coverings or other materials used in the various branches of the trade, and the cleaning and bleaching of all interior and exterior walls and surfaces with liquid, steam, sandblast or any other process and all work incidental thereto.

Craft: PILEDRIVER (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Piledriver-Journeyman.....	58.92
Piledriver-Welder.....	59.92
Piledriver-Foreman.....	62.61
Piledriver-General Foreman.....	66.67
Tender.....	62.61
Stand-By Diver.....	63.61
Diver-Diving (Wet Pay).....	105.18

**ADD ZONE RATE**

In addition to PILEDRIVER rates add the applicable amounts per hour, calculated from the Washoe County Courthouse:

Zone 1	Within 75 miles	\$0.00
Zone 2	Between 75 to 150 road miles	\$6.00
Zone 3	Between 150 to 300 road miles	\$7.00
Zone 4	In excess of 300 road miles	\$8.00

Workmen performing outside of the free zones shall receive the appropriate remote area allowance for not less than eight (8) hours per day. Remote area differential shall be considered part of the basic wage rate for the purpose of computing overtime hourly wage rates.

**ADD PREMIUM PAY**

First two (2) hours outside the regular constituted shift shall be at the rate of time and one-half (1½X). Saturdays up to the first twelve (12) hours shall be at the rate of time and one-half (1½X). All additional hours and Sundays and holidays shall be the rate of double time (2X). No work shall be performed on Labor Day, except to preserve life and property.

**RECOGNIZED HOLIDAYS**

New Year's Day, Memorial Day, 4th of July, Labor Day, Admission Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Day.

**JOB DESCRIPTION**

**104.1** The Carpenters claim the layout, rigging, tagging, signaling, cutting, burning, welding, chain sawing, driving, setting and pulling of all soldier piles and soldier beams together with all necessary waling, shoring, underpinning, struts, bracing, capping and lagging necessary for construction of subterranean structures of all types to include, but not limited to subways, subway stations, buildings, storm drains, sewers, pipelines and all open cut and cover construction projects. The Carpenters further claim construction of all covers and access mats to include all necessary rigging for setting and removing, whether intermittently or regularly and installation and removal of timber decking.

(a) In addition to the work identified in Article I, the Pile Divers claim the operation of the following types of equipment when the operation of same is incidental to that work which falls under the jurisdiction of the United Brotherhood of Carpenters and Joiners of America or Pile Drivers Local Union No. 2375; mechanical forklifts of all types, boom trucks and any other mobile equipment as assigned by the employer necessary to complete the work. In addition, the operation of the power pack and vibratory hammer controls when driving or pulling, sheet pile, pile, soldier beams, cassinos or casing. . The work includes work on cast & drill holes and operation of the ABI machine.

(1) In the construction of waterfront and marine facilities, such as docks, piers, wharves, bulkheads, jetties, and similar structures, the pile driver classification should continue to apply, up to and including the decking thereof.

- (2) On all pile driving and caisson work on both land and water, the Pile Driver classification should apply.
- (3) In the construction of wooden bridges whether over land or over water, when composed of heavy timber, the Pile Driver classification should apply.
- (4) In the construction of concrete or steel bridges over land, the Pile Driver classification shall apply to the driving of piles and/or caisson work including the forms required for the capping of the piles or caissons immediately top of the piles or caissons. The capping of the piles is herein interpreted as being that concrete, wood, or other material resting on the top of the piles where driven or placed and does not include any further form work above the capping. In many instances it has been found that the capping is called the girder. The above shall apply on such concrete or steel bridges constructed over land, highways, railroads, overpasses and include cloverleafs, interchanges, etc.
- (5) In the construction of concrete or steel bridges over water, the Pile Driver classification shall apply up to and including all of the form work to the top of the column, piers, or abutments supporting the steel and/or any other superstructures.
- (6) In the erection of false work, when necessary for the support of work under the Pile Driver classification, then such false work shall fall within their classification. False work necessary for the support of work under the Carpenter classification shall be done within such Carpenter classification, with the exception that where pile driving or power equipment is used for heavy timber false work, then such work shall come under the Pile Driver classification. This would include all rigging, signaling and tagging incidental to the placing of the heavy timber.
- (7) In the construction of open-cut sewers, the Pile Driver classification shall apply on all piling including wood, steel or concrete sheet piling, all bracing timber and form work incidental to the construction thereof.

Craft: PLASTERER (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Plasterer-Journeyman.....	52.62
Plasterer-Foreman.....	55.93

**ADD ZONE RATE**

In addition to PLASTERER rates add the applicable amounts per hour, calculated from the South Virginia and Mill Street, Reno, Nevada:

Zone 1	0 to 70 miles	\$0.00
Zone 2	70 miles and over	\$8.00

**ADD PREMIUM PAY**

**OVERTIME** Eight (8) consecutive hours (exclusive of a meal period) shall constitute a day's work at straight time. Five (5) consecutive days of eight (8) consecutive hours (exclusive of a meal period), Monday through Friday, shall constitute a week's work. One and one half (1 ½) the regular straight time hourly rate shall be paid for all work over eight (8) hours. Sunday will be paid at double the regular straight time rate.

**RECOGNIZED HOLIDAYS**

All work performed on the following holidays shall be paid for at double the regular straight time rate: New Year's Day, Memorial Day, Fourth of July, Labor Day, Admissions Day, Thanksgiving Day and the Friday after Thanksgiving and also Christmas Day.

If any of the above holidays fall on Sunday, the Monday following shall be considered a holiday.

No work shall be permitted on the Fourth of July or Labor Day, regardless of compensation or donation, except in case of emergency or to protect life and property. Permission to work shall be granted by the representative of the Union or its officer.

**JOB DESCRIPTION:** Excerpt from Agreement No NV. Plasterers Master Labor Agreement

This includes but is not limited to:

1. All building construction, including but not limited to the construction, erection, alteration, repair, modification, demolition, addition, or improvement in whole or in part of any building structures,
2. All interior or exterior plastering construction, restoration, repair and inspection of cement, stucco, stone imitation or any patent material when ornamental molded plaster, and the setting of same. All specialty finishes such as veneer, venetian, marmoreno and grasello. All custom and specialty finishes, including but not limited to custom rock, carved plaster, brick and block veneer, stone and wood. Smooth and finish surfaces of full system E.I.F.S. including sticking and shaping of foam pieces or surfaces by adhesive or mechanical installation. All spray or toweled on fireproofing, including cementitious and intumescent products. All plaster acoustical finish systems including, but not limited to, BASWA Phon and Fellert.
3. All work processes which represent technological change, replacement, modification or substitution for the work described above. In addition, all work and use of new materials or *2020-2024 Reno Plasterers Master Labor Agreement* 4 techniques involved in plaster construction including but not limited to what is known as green or sustainable construction technology.

Craft: PLUMBER/PIPEFITTER (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Plumber/Pipefitter-Journeyman.....	71.10
Plumber/Pipefitter-Foreman.....	75.79
Plumber/Pipefitter-General Foreman.....	80.48

**ADD ZONE RATE**

In addition to PLUMBER/PIPEFITTER rates add the applicable amounts per statute air mile radius from the Nevada freeway interchange of Interstate 80 and 580.

Zone 1	0 to 75	\$0.00
Zone 2	Over 75 miles	\$8.00

A separate free zone will be established for employees permanently residing and working within a seventy-five (75) statute air mile radius of the Elko, Nevada Post Office.

Zone 1	0 to 75	\$0.00
Zone 2	Over 75 miles	\$8.00

**ADD PREMIUM PAY**

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

**RECOGNIZED HOLIDAYS**

New Year's Day, Memorial Day, Fourth of July, Labor Day, Nevada Admission Day, Thanksgiving Day, the Friday after Thanksgiving Day, Day Before Christmas and Christmas Day and any Friday preceding a Holiday falling on a Saturday, if worked, holidays shall be compensated at the double time rate.

**JOB DESCRIPTION** Excerpt from Agreement between LU 350 of United Assoc. of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of United States and Canada

Installation of all heating and refrigeration systems and competent parts thereof, including fabrication, assembling, erection installation, dismantling, repairing, reconditioning, adjusting, altering servicing, handling, distributing, and tying on all piping materials appurtenances and equipment by method, including all hangars and supports of every description, all other work including the the trade relevant to oil burner and all other types of heating and refrigeration equipment including low voltage controls.

Craft: REFRIGERATION MECHANIC (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Refrigeration-Journeyman.....	64.64
Refrigeration -Foreman.....	68.53
Refrigeration -General Foreman .....	72.41

**ADD PREMIUM PAY**

Premium pay for hours worked in excess of a shift of 8 hours or 12 hours or such other time increment set forth in the Collective Bargaining Agreement or on a weekend or holiday.

**RECOGNIZED HOLIDAYS**

New Year's Day, Memorial Day, Fourth of July, Labor Day, Nevada Admission Day, Thanksgiving Day, the Friday after Thanksgiving Day, Day Before Christmas and Christmas Day and any Friday preceding a Holiday falling on a Saturday, if worked, holidays shall be compensated at the double time rate.

**JOB DESCRIPTION** Excerpt from Agreement between LU 350 of United Assoc. of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of United States and Canada

Installation of all heating and refrigeration systems and competent parts thereof, including fabrication, assembling, erection installation, dismantling, repairing, reconditioning, adjusting, altering servicing, handling, distributing, and tying on all piping materials appurtenances and equipment by method, including all hangars and supports of every description, all other work including the trade relevant to oil burner and all other types of heating and refrigeration equipment including low voltage controls.

Craft: ROOFER (Non-Union Rate)  
(Does not include sheet metal roofs)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Roofer-Journeyman.....33.64

**JOB DESCRIPTION**

Includes but is not limited to:

1. Installing and covering roofs and structures with slate, asphalt, wood and other related materials, other than sheet metal, by using brushes, knives, punches, hammers and other tools;
2. Spraying roofs, sidings and walls with material to bind, seal, insulate or soundproof sections of a structure;
3. Installation of all plastic, slate, slag, gravel, asphalt and composition roofing, and rock asphalt mastic when used for damp and waterproofing;
4. Installation of all damp resisting preparations when applied on roofs with mop, three-knot brush, roller, swab or spray system;
5. All types of preformed panels used in waterproofing;
6. Handling, hoisting and storing of all roofing, damp and waterproofing materials;
7. The tear-off and/or removal of roofing and roofing materials.

**Craft: SHEET METAL WORKERS (Union Rate)**

**Prevailing wage rates include the base rate as well as all applicable fringes**

Sheet Metal Worker Journeyman.....	73.87
Sheet Metal Worker Foreman.....	78.26
Sheet Metal Worker General Foreman.....	82.65

**ADD ZONE RATE**

In addition to SHEET METAL rates add the applicable amounts per hour, calculated based on a road from the courthouse in Reno, Nevada:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 100 miles	\$5.00
Zone 3	Over 100 miles	\$10.00 the employee shall be provided reasonable lodging and meal expenses.

**ADD PREMIUM PAY**

All hourly rates are subject to Over Time (One and one half 1 ½) of the Regular rate:

1. For all hours worked over Eight (8) Hours in one day or shift.
2. For the first Eight (8) Hours work on Saturday.

All hourly rates are subject to Double Time of the Regular Rate:

1. For all hours worked over Ten (10) Hours in one day or shift.
2. For all hours worked over Eight (8) Hours on Saturday.
3. For all hours worked on Sunday, New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, and Christmas Day.

**RECOGNIZED HOLIDAYS**

New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Nevada Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, and Christmas Day

**JOB DESCRIPTION:** Excerpt from Sheet Metal Local 26 Collective Bargaining Agreement

(a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or nonferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air veyor systems, exhaust systems, and air-handling systems regardless of material used including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct lining; (c) testing and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches whether manually drawn or computer assisted used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches; (e) metal exterior wall systems, metal roofing; and (f) all other work included in the jurisdictional claims of International Association of Sheet Metal, Air, Rail and Transportation Workers.

**Craft: SOILS and MATERIAL TESTER (Non-Union Rate)**

**Prevailing wage rates include the base rate as well as all applicable fringes**

Soil Tester (Certified).....	46.81
Soils and Materials Tester.....	46.81

**Craft: SPRINKLER FITTER (Union Rate)**

**Prevailing wage rates include the base rate as well as all applicable fringes**

Sprinkler Fitter-Journeyman.....	65.31
Sprinkler Fitter Foreman.....	68.31
Sprinkler Fitter General Foreman.....	70.56

**ADD ZONE RATE**

In addition to SPRINKLER FITTER rates add the applicable amounts per hour, calculated based on a road from the courthouse in Reno, Nevada:

Zone 1	0 to 60 miles	\$0.00
Zone 2	60 to 80 miles	\$23.00
Zone 3	80 to 100 miles	\$33.00
Zone 4	Over 100 miles	\$125.00

**JOB DESCRIPTION**

Installing, dismantling, maintenance, repairs, adjustments and corrections of all fire protection and fire control systems Including the unloading, handling by hand, power equipment and installation of all piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants and hydrant mains, standpipes, and hose connections to sprinkler systems, sprinkler tank heaters, air lines and thermal systems used in connection with sprinkler and alarms systems, also all tanks and pumps connected thereto. Also including shall be CO2 and Cardox Systems, Dry Chemical Systems, Foam Systems and all other fire protection systems, but excluding steam fire protection systems.

Craft: SURVEYOR (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes.**

Rodman/Chainman .....	69.97
Instrumentman.....	71.43
Chief of Party Surveyor.....	72.69

**ADD ZONE RATE**

In addition to: **OPERATING ENGINEER, STEEL FABRICATOR & ERECTOR, and OPERATING ENGINEER PILEDRIVER**, rates add the applicable amounts per hour calculated based on a road mile from the Carson City Courthouse or Washoe County Courthouse

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$5.00
Zone 3	150 to 300 miles	\$6.00
Zone 4	300 miles over	\$7.00

**ADD PREMIUM PAY**

1. One and one-half (1-1/2) times the applicable straight-time rate for the day, shift, work, equipment and classification shall be paid for all work (including repair work and field survey work) performed on Saturday and before a shift begins and after it ends, except when operating equipment servicing a craft that is receiving double time on commercial building construction, in which case double time shall be paid.

2. Overtime. The following rates shall apply on Sundays and holidays and all work before a shift begins and after it ends:

Saturday Shift Period. On any shift, Saturday shall be the twenty-four-hour period commencing at 12:00 midnight Friday.

Sunday Shift Period. On any shift, Sunday shall be the twenty-four-hour period commencing at 12:00 midnight Saturday.

3. For hours worked in excess of 12 on any such workday, an Employee shall be paid two (2) times the regular straight-time rate of pay for each hour so worked.

**RECOGNIZED HOLIDAYS**

Holidays. Double the applicable straight-time rate shall be paid for all work (including repair, maintenance and field survey work) performed on Sundays and the following holidays: New Year's Day (January 1); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (1st Monday in September); Nevada Admission Day (last Friday in October); Thanksgiving Day (4th Thursday in November); the day after Thanksgiving Day; and Christmas Day (December 25). Holidays falling on Sunday shall be observed on the following Monday. Holiday hours shall be reckoned on the same basis as Sunday hours.

**JOB DESCRIPTION** includes but is not limited to:

1. Planning ground surveys designed to establish base lines, elevation and other geodetic measurements;
2. Compiling data relevant to the shape, contour, gravitation, location, elevation and dimension of land and land features on or near the surface of the Earth for engineering, map making, mining, land evaluation, construction and other purposes;
3. Surveying bodies of water to determine navigable channels and to secure data for construction of breakwaters, piers and other marine structures;
4. Computing data necessary for driving and connecting underground passages, underground storage and volume of underground deposits.

Craft: TAPER (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Taper-Journeyman.....	56.76
Taper-Foreman.....	60.83

**ADD ZONE RATE**

In addition to: TAPER rates add the applicable amounts per hour Zone Pay shall commence from Maryland Parkway and Charleston Boulevard and shall be paid as follows:

Zone 1	0 to 40 miles	\$0.00
Zone 2	40 to 60 miles	\$2.50
Zone 3	over 60 miles	\$4.25

**RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day. When holiday falls on a Sunday, the Monday following shall be observed as the holiday; holidays falling on Saturday shall be observed on the prior Friday.

**ADD PREMIUM PAY**

All overtime, except Sundays and holidays, will be time and one-half (1 1/2). Sundays and holidays will be paid double time (2X). Any and all work performed in excess of the regular workday of eight (8) hours, or ten (10) hours if mutually agreed to, and the regular workweek of forty (40) hours shall be considered overtime and shall be paid for at one and one-half (1 1/2) times the regular hourly rate.

**JOB DESCRIPTION:** Excerpt from Agreement between DC 16 and the independent Drywall Contractors of Northern Nevada

SECTION 1 -- The scope of work covered by this Agreement shall include (but not be limited to) all work operations, including distribution to the point of application, as follows:

- (a) Work or services pertaining to the preparation, spotting, pointing, detailing, flushing, sanding and finishing of interior and/or exterior gypsum, drywall, thin wall, concrete, steel, wood and plaster surfaces, spackling of all surfaces where adhesive materials are used; and all drywall pointing, taping and finishing.
- (b) Work or services pertaining to the application of all finish or flushing materials regardless of method of application or type of surface on which materials are applied, including but not limited to texture and simulated acoustic materials of all types and the application of radiant heat fill and steel fireproofing materials.
- (c) Work or services pertaining to the installation of protective coverings and masking prior to the application of finish materials.
- (d) The operation and care of all taping tools and texturing equipment used in the finishing and texturing of drywall and other surfaces including brushes, rollers, spray texturing equipment, miscellaneous hand, mechanical, and power tools, and the operation and maintenance of compressors required in the finishing and texturing of such surfaces.
- (e) No limitation shall be placed on the work covered by this Agreement by reason of the surface, type of material or purpose for which the materials used are designed or intended.
- (f) The cleanup of all materials and debris occasioned by any job operation at the site of construction, alteration, or repair undertaken whether such operation occurs on the interior or exterior of a building structure.

Craft: TILE SETTER/TERRAZZO WORKER/MARBLE MASON FINISHER (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Tile Setter/Terrazzo Worker/Marble Mason - Finisher.....	40.32
Tile Setter/Terrazzo Worker/Marble Mason - Finisher Foreman.....	41.57
Tile Setter/Terrazzo Worker/Marble Mason Finisher- General Foremen.....	43.32

**ADD PREMIUM PAY**

All work in excess of forty (40) hours during the established work week shall be paid at the rate of one and one-half (1-1/2) times the hourly base wage rate in effect.

Employees shall be paid one and one-half (1-1/2) times the hourly wage rate for all hours worked over eight (8) in a single day and double time after ten (10) hours in a single day, Monday through Friday, except recognized holidays.

Daily Overtime Saturdays the first ten (10) hours performed on Saturday shall be paid at one and one-half (1-1/2) times the straight time wage rate.

Daily Overtime Sunday- Employees shall be paid double time on Sundays if forty (40) straight time hours have been worked during the proceeding work week.

Holidays shall be paid double time for hours owed on recognized holidays.

**RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day. Any holiday falling on a Sunday will be observed on Monday.

**JOB DESCRIPTION:** Excerpt from Agreement between BAC 13 Nevada of the Mountain West Administrative District Council Master Labor Agreement

*FINISHER'S WORK:*

Finisher's work shall consist of assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments. required to complete the proper installation of the work covered by Sections 5, 7 and 8 of this Code.

Craft: TILE SETTER/TERRAZZO WORKER/MARBLE MASON (Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Tile Setter - Journeyman.....	50.37
Tile Setter - Foreman.....	51.62 Tile
Setter - General Foreman.....	53.37
Terrazzo/Marble Mason - Journeyman .....	51.87
Terrazzo/Marble Mason - Foreman .....	53.12
Terrazzo/Marble Mason - General Foreman.....	54.87

**ADD ZONE RATE**

In addition to TILE SETTER/TERRAZZO WORKER/MARBLE MASON rates add the applicable amounts per hour, calculated based on a road miles of over fifty (50) miles from the Washoe County Courthouse in Reno, Nevada:

Zone 1	0 to 50 miles	\$0.00
Zone 2	50 to 75 miles	\$3.75
Zone 3	Over 70 miles	\$8.13

**ADD PREMIUM PAY**

All work in excess of forty (40) hours during the established work week shall be paid at the rate of one and one-half (1-1/2) times the hourly base wage rate in effect.

Employees shall be paid one and one-half (1-1/2) times the hourly wage rate for all hours worked over eight (8) in a single day and double time after ten (10) hours in a single day, Monday through Friday, except recognized holidays.

Daily Overtime Saturdays the first ten (10) hours performed on Saturday shall be paid at one and one-half (1-1/2) times the straight time wage rate.

Daily Overtime Sunday- Employees shall be paid double time on Sundays if forty (40) straight time hours have been worked during the proceeding work week.

Holidays shall be paid double time for hours owed on recognized holidays.

**RECOGNIZED HOLIDAYS**

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day. Any holiday falling on a Sunday will be observed on Monday.

**JOB DESCRIPTION:** Excerpt from Agreement between BAC 13 Nevada of the Mountain West Administrative District Council Master Labor Agreement

***TILE LAYERS' WORK:***

Tile laying shall consist of, but not be limited to, the following work procedures and installation of the following materials:

A. The laying, cutting or setting of all tile where used for floors, walls, ceilings, walks, promenade roofs, stair treads, stair risers, facings, hearths, fireplaces, and decorative inserts, together with any marble plinths, thresholds or window stools used in connection with any tile work; also, preparing and setting all concrete, cement, brickwork, or other foundation or materials that may be required to properly set and complete such work; setting or bedding all tiling, stone, marble, composition, glass, mosaic, or other materials forming the facing, hearth or fireplace of a mantel, or the mantel complete, together with setting of all cement, brickwork, or other materials required in connection with the above work; also the slabbing and fabrication of tile mantels, counters and tile panels of every description, and the erection and installation of same; the building, shaping, forming, construction or repairing of all fireplace work, whether in connection with a mantel hearth facing or not, and the setting and preparing of all material, such as cement, plaster, mortar, brickwork, iron work or other materials necessary for the proper and safe construction and completion of such work, except that a mantel made exclusively of brick, marble or stone, shall be conceded to be bricklayers', marble setters' or stonemasons' work, respectively.

B. It will be understood that the word "tile" refers to all burned clay products, as used in the tile industry, either glazed or unglazed, and to all composition materials made in single units up to 15"x20"x2", except quarry tiles larger than 9"x9"x1 1/4", also to mixtures in tile form of cement, plastics and metals that are made for and intended for use as a finished floor surface, whether upon interior or exterior floors, stair treads, promenade roofs, garden walks, interior walls, ceilings, swimming pools, and all places where tile may be used to form a finished surface for practical use, sanitary finish or decorative purposes, for setting all accessories in connection therewith, or for decorative inserts in other materials.

C. All terra cotta called unit tile in sizes of 6"x12" or under, regardless of method of installation, quarry tile 9"x9"x1 1/4" or less; split brick or quarry tile or similar material where the bed is floated or screeded and the joints grouted. Where the work is installed by tile layers, the grouting and cleaning shall be supervised by the mechanic. The bedding, jointing, and pointing of the above materials shall be the work of the craft installing the same. All clay products known as terra cotta tile, unit tile, ceramic veneer and machine-made terra cotta, and like materials in sizes 6"x12" and less regardless of the method of installation. Where the preponderance of materials to be installed comes within the provisions of this Section and when there is also some material in excess of the sizes provided for in this Section, the tile setter shall install all such materials.

D. The preparation, setup, calibration, operation, cleaning, and routine maintenance of any mechanical devices or robotics used to install tile and related materials, or that otherwise assist the tile layer in performing any of the work described in Article II and Code 1 of the IU Constitution, as well as the preparation and ongoing maintenance of the work area to allow proper installation of tile and related materials.

Craft: TRAFFIC BARRIER ERECTOR (Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

Traffic Barrier Erector.....48.53

**ADD ZONE RATE**

In addition to LABORER rates add the applicable amounts per hour, calculated based on a road miles from either the Carson City Courthouse or the Washoe County Courthouse:

Zone 1	0 to 75 miles	\$0.00
Zone 2	75 to 150 miles	\$5.00
Zone 3	150 to 300 miles	\$6.00
Zone 4	300 miles and over	\$7.00

**ADD PREMIUM PAY**

One and one half (1 ½) the regular straight time hourly rate shall be paid:

- 1. For all hours worked over eight (8) hours in one day or shift.
- 2. For any hours worked on Saturday from mid night to midnight.

Double the regular straight time hourly rate shall be paid for all time:

- 1. For all hours worked over twelve (12) hours in one day or shift.
- 2. For any hours worked on Sunday from midnight to midnight.
- 3. For any hours worked on holidays from midnight to midnight.

**RECOGNIZED HOLIDAYS**

If any of these holidays fall on Sunday, the Monday following shall be considered a Holiday. New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day.

**JOB DESCRIPTION:** Excerpt from Agreement between AGC and LIUNA Local 169

- 1. Distributing traffic control signs and markers along site in designated pattern;
- 2. Informing drivers of detour routes through construction sites;

Craft: Truck Driver (Non-Union Rate)

Prevailing wage rates include the base rate as well as all applicable fringes

**Dump Trucks (Single or Multiple Units Including Semi's & Double Transfer Units), Dumpcretes and Bulk Cement Spreader**

Under 4 yds. (water level).....	32.25
4 yds. & under 8 yds. (water level).....	32.25
8 yds. & under 18 yds. (water level).....	32.25
18 yds. & under 25 yds. ( water level ) .....	32.25
25 yds. & under 60 yds. (water level).....	32.25
60 yds. & under 75 yds. (water level) ).....	32.25
75 yds. & under 100 yds. (water level) ).....	32.25
100 yds. & under 150 yds. (water level) ).....	32.25
150 yds. & under 250 yds. (water level) ).....	32.25
250 yds. & under 350 yds. (water level) ).....	32.25
350 yds. & over (water level).....	32.25

**Transit Mix**

Under 8 yds.....	32.25
Under 8 yds & including 12 yds.....	32.25
Over 12 yds.....	32.25

**Transit Mix (Using Boom)**

Transit mix with boom shall receive 16 cents per hour above the appropriate yardage classification rate of pay when such boom is used.....	32.25
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**Water & Jetting Trucks**

Up to 2,500 gallons.....	32.25
Up to 2,500 gallons & over.....	32.25
DW 20's & 21's & other similar Cat type, Terry Cobra LeTourneau pulls, Tournerocker, Euclid, & similar type equipment when pulling Aqua/Pak, Water Tank Trailers, & Fuel, and/or Grease Tank Trailer, or other miscellaneous Trailers, (except as defined under "Dump Trucks")	
Heavy Duty Transport (High Bed).....	32.25
Heavy Duty Transport(Gooseneck low bed).....	32.25
Tiltbed or Flatbed Pull Trailers.. ..	32.25
Bootman, Comb. Bootman & Road Oiler.....	32.25
Flat Rack (2 or 3 axle unit).....	32.25

**Bus & Manhaul Drivers**

Up to 18,000 lbs. (single unit).....	32.25
18,000 lbs. and over .....	32.25
Warehousemen Spotter .....	32.25

**Winch Truck & "A" Frame Drivers**

Up to 18,000 lbs. ....	32.25
18,000 lbs. and over.....	32.25
Warehousemen Spotter.....	32.25
Warehouse Clerk.....	32.25
Tire Repairmen.....	32.25
Truck Repairmen.....	32.25
Pick Up Truck & Pilot Cars (Jobsite) .....	32.25
Pick Up Truck & Pilot Cars (Over the road) .....	32.25
Truck Oil Greaser.....	32.25
Fuel Truck Driver.....	32.25
Fuel Man & Fuel Island Man.....	32.25
Oil Tanker.....	32.25

Oil Tanker with Pup.....	32.25
Foreman.....	32.25

**TRUCK DRIVER**

Includes but is not limited to:

Driving a tractor trailer combination or a truck to transport goods or materials at the site of a public work or between sites of a public work. (Also, see descriptions listed with Truck Driver rates, if any.)

Craft: WELL DRILLER (Non-Union Rate)

**Prevailing wage rates include the base rate as well as all applicable fringes**

Well Driller.....60.78

**JOB DESCRIPTION**

1. Setting, operating or tending to portable drilling rig machinery and related equipment to drill wells;
2. Extending stabilizing jackscrews to support and level a drilling rig;
3. Installing water well pumps;
4. Drillings wells for industrial water supplies, irrigation water supplies or water supplies for any other purpose; dewatering or other similar purposes; exploration; hole drilling for geologic and hydrologic information; and core drilling for geologic information.

# GROUP CLASSIFICATIONS

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LABORER, includes but is not limited to:

## Group 1

- All cleanup work of debris, grounds, and building including windows and tile
- Dumpmen or Spotter (other than asphalt)
- Handling and Servicing of Flares, Watchmen
- General Laborer
- Guideposts and Highway Signs
- Guardrail Erection and Dismantling
- Limber, Brushloader and Piler
- Pavement Marking and Highway Striping
- Traffic Barrier Erector
- Tending to portable space heaters
- Profilograph work all types manual, self propelled or carts
- Gabion basket, building, handling, installation and rigging
- Dry set paver work
- Traffic Barrier Erector

## Group 2

- Choker setter or Rigger (clearing work only) Pittsburgh
- Chipper and similar type brush shredders
- Concrete worker (wet or dry) all concrete work not listed in Group 3 included but not limited to: concrete forms stripping, handling, cleaning, oiling and moving to the next point of installation.
- Crusher or Grizzly Tender
- Greasing Dowels
- Guinea Chaser (Stakemen)
- Panel Forms (wood or metal) handling, cleaning and stripping of Loading and unloading, (Carrying and handling of all rods and material for use in reinforcing concrete
- Railroad Trackmen (maintenance, repair or builders)
- Sloper
- Semi-Skilled Wrecker (salvaging of building materials other than those listed in Group 3)
- Waterproofing work
- Epoxy rebar/dowels and anchoring dowel baskets
- Placement pouring of concrete including any epoxy resin or similar materials, rodding, spreading and tamping concrete, brooming or brushing, hand application of curing compounds, applying topping (wet or dry) colors or grits, and exposed finishes for architectural work
- Concrete patching, dry packing, chipping, stoning, and grouting
- Concrete cold weather/rain protection and curing
- Placement /anchoring of all earth stabilization/filters fabrics,
- Mechanically stabilized Earth (MSE) and Keystone type retaining walls rigging, placing , aligning, backfilling and installation of dead men and any stabilization components

## Group 3

- Asphalt Workers (Ironers, Shovelers, Cutting Machine)
- Buggymobile
- Chainsaw, Faller, Logloader and Bucker

- Compactor (all types)
- Concrete Mixer under 1/2 yard
- Concrete Pan Work (Breadpan type), handling, cleaning\stripping
- Concrete Saw, Chipping, Grinding, Sanding, Vibrator
- Cribbing, Shoring, Lagging, Trench Jacking, Hand-Guided Lagging Hammer
- Curbing or Divider machine
- Curb Setter (precast or cut)
- Ditching Machine (hand-guided)
- Drillers Helper, Chuck Tender
- Fence erector including safety, chain link, turtle, field and barbe wire fencing
- Form Raiser, Slip Forms
- Grouting of Concrete Walls, Windows and Door Jams
- Headerboardmen
- Jackhammer, Pavement Breaker, Air Spade
- Mastic Worker (wet or dry)
- Pipewrapper, Kettlemen, Potmen, and men applying asphalt, creosote and similar type materials
- All Power Tools (air, gas, or electric), Post Driver
- Riprap-Stonepaver and RockSlinger, including placing of sack concrete wet or dry  
Rototiller
- Rigging and Signaling in connection with Laborers' work
- Sandblaster, Potmen, Gunmen or Nozzlemen water blasting not covered in group 5A
- Vibra-screed
- All demolition and wrecking work including but not limited t any torch work cutting, burning, plasma are, dust control, and salvaging (removing and salvaging of all materials, windows, doors, plumbing, and electrical fixtures) and use of customary tools and equipment for demolition and wrecking
- All underpinning foundation work, digging and underpinning pits, removal of debris with tuggers or other methods, cutting, handling and installing all shoring boards and lagging boards used for underpinning and foundation work, placement and tying of steel reinforcing for underpinning piers, all tiebacks and soil nail work drilling and grouting, all soldier beam work and us of customary tools and equipment for underpinning foundation work

### **Group 3A**

- Concrete Specialist
- Setting screeds
- Screed pins
- Curb forms and curb and gutter forms,
- Using Darby and push floats,
- Hand trowels or hand floating
- Marking edging
- Using base cove or step tools
- Spreading and finishing gypsum
- Concrete grinding machines (the terms does not include Rotomill machines for highway overlay grinding)
- Troweling machines,
- Floating machines
- Finishing of epoxy or resin materials,
- Operation of skill saw
- Laser Screed
- Laser Level

- Curb and Slipform machines,
- Stamps or other means or texturing,
- Any new devices which are beneficial to the construction of or with concrete or related products.

#### **Group 4**

- Burning and Welding in connection with Laborers' work
- Joy Drill Model TWM-2A, Gardner Denver Model DN143 and similar type drills (in accordance with Memorandum of Understanding between Laborers and Operating Engineers dated at Miami, Florida, Feb. 3, 1954) and Track Drillers, Diamond Core Drillers, Wagon Drillers, Mechanical Drillers on Multiple Units
- High scalers including but not limited to laying, anchoring, pinning, cabling and stretching of any rock fall netting, mesh or wire fabric and use of customary tools and equipment for high scaling
- Concrete pump operator
- Heavy Duty Vibrator with Stinger 5" diameter or over
- Pipelayer, Caulker and Bander
- Pipelayer-waterline, Sewerline, Gasoline, Conduit and all other types of composition for any purpose buried under ground outside of building including, stringing, trench shoring, backfilling sanding, caution taping, all walk behind equipment and spotting
- Laborer work in connection with micro tunneling, directional drilling and pipe-jacking
- Cathodic protection, grounding for pipe work
- Cleaning of Utility Lines
- Slip Lining of Utility Lines (including operation of Equipment)
- TV Monitoring and Grouting of Utility Lines
- Asphalt Rakers and Asphalt dump Man
- All mechanical and pressurized pipe work, including the installation of pipe above and below ground, cathodic protection, bolt up, and support installation in connection to water conveyance, c

#### **Group 4A**

- Foreman

#### **Group 5**

- Construction Specialists
- Blasters and Powdermen, all work of loading, placing, and blasting of all powder and explosives of any type, regardless of method used for such loading and placing
- Asbestos removal
- Lead abatement
- Hazardous waste
- Material removal

#### **Group 5A**

- Pavement Marking and Highway Striping
- Pavement Marking and Highway Striping Foreman
- Pavement Marking and Highway Striping work includes but is not limited to: All work by any method performed in connection with the permanent or temporary application and installation of pavement marking of any kind, brand, type or style on parking lots, airfields, highways, streets and other such surfaces and all work performed in connection with removal of pavement.

#### **Group 6**

- Gunit Foremen, Nozzlemen, Rodmen, Gunmen, Materialmen, Reboundmen

- Tunnel and shaft workers/miners and use of customary tools and equipment for tunnel and mine work All worked performed in a compressed air tunnel shaft or chamber including the use of hand, power tools or equipment as necessary in connection with compressed air work
-

**OPERATING ENGINEER**, includes but is not limited to:

**Group 1**

- Engineer Assistant

**Group 1A**

- Oiler (Construction)
- Partsman

**Group 2**

- Compressor Operator
- Material Loader and/or Conveyor Operator (handling building materials)
- Pump Operator

**Group 3**

- Bobcat or similar loader, 1/4 cu. yd. or less
- Concrete Curing Machines (streets, highways, airports, canals)
- Conveyor Belt Operator (tunnel)
- Forklift (under 20)
- Engineer Generating Plant (500 K.W.)
- Mixer Box Operator (concrete plant)
- Motorman
- Rodman/Chainman
- Rotomist Operator
- Oiler (truck crane)

**Group 4**

- Concrete Mixer Operator, Skip type
- Dinky Operator
- Forklift (20' or over) or Lumber Stacker
- Ross Carrier
- Skip Loader Operator (under one (1) cu. yd.)
- Tie Spacer

**Group 5**

- Concrete Mixers (over one (1) cu. yd.)
- Concrete Pumps or Pumpcrete Guns
- Elevator and Material Hoist (one (1) drum)
- Groundman for Asphalt Milling and similar

**Group 6**

- Auger type drilling equipment up to and including 30 ft. depth digging capacity M.R.C.
- Boom Truck or Dual-Purpose a-Frame Truck
- B.L.H. Lima Road Pactor or similar
- Chip Box Spreader (Flaherty type or similar)
- Concrete Batch Plant (wet or dry)
- Concrete Saws (highways, streets, airports, canals)
- Locomotives (over thirty (30) tons)
- Maginnis International Full Slab Vibrator (airports, highways, canals and warehouses)
- Mechanical Finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types)

- Mechanical Burn, Curb and/or Curb and Gutter Machine (concrete or asphalt)
- Pavement Breaker, Truck Mounted, with compressor combination
- Pavement Breaker or Tamper (with or without compressor combination)
- Power Jumbo Operator (setting slip-forms, etc., in tunnels)
- Roller Operator (except asphalt)
- Self-Propelled Tape Machine
- Self-Propelled Compactor (single engine)
- Self-Propelled Power Sweeper Operator
- Slip-Form Pump (power-driven by hydraulic, electric, air, gas, etc. lifting device for concrete forms)
- Small Rubber-Tired Tractors
- Snooper Crane, Paxton-Mitchell or similar
- Stationary Pipe Wrapping, Cleaning and Bending Machine Operator

### **Group 7**

- Auger type drilling equipment over 30 ft. depth digging capacity M.R.C.
- Compressor (over 2)
- Concrete Conveyor or Concrete Pump, truck or equipment mounted (any assistance required shall be performed by an Assistant to Engineer) Boom length to apply Concrete Conveyor, Building Site
- Drilling and Boring Machine, vertical and horizontal (not to apply to waterliners, wagon drills or jack hammers)
- Crusher Plant Engineer
- Generators
- Instrument Man
- Kolman Loader
- Material Hoist (two (2) or more drums)
- Mine or Shaft Hoist
- Pipe Bending Machines (pipeline only)
- Pipe Cleaning Machines (tractor-propelled and supported)
- Pipe Wrapping Machines (tractor-propelled and supported)
- Portable Crushing and Screening Plants
- Post Driller And/or Driver
- Pumps (over 2)
- Screedman (except asphaltic or concrete paving)
- Self-Propelled Boom-Type Lifting Device (center mount) (on ten (10) ton capacity or less)
- Slusher Operator
- Soil Tester (Certified)
- Soils and Materials Tester
- Surface Heater and Planer Operator
- Trenching Machine (maximum digging capacity three (3) ft. depth) (Any assistance in the operation, if needed, shall be performed by an Assistant to Engineer)
- Truck-Type Loader
- Welding Machines (gasoline or diesel)

### **Group 8**

- Articulated on-Site Dump Trucks
- Asphalt Plant Engineer
- Asphalt Milling Machine

- Cast-In-Place Pipe-Laying Machine
- Combination Slusher and Motor Operator
- Concrete Batch Plant (multiple units)
- Dozer Operator
- Drill Doctor
- Elevating Grader Operator
- Stiff Frame Off Road Haul Trucks
- Grooving and Grinding Machine (highways)
- Ken Seal Operator
- Marination Plant
- Loader (up to and including two and one-half (2 1/2) cu. yds)
- Mechanical Finishers or Spreader Machine (asphalt, Barber-Greene or similar)
- Shuttle Buggy
- Mechanical Trench Shield
- Mixermobile
- Push Cats
- Road Oil Mixing Machine Operator Wood-Mixer (and other similar Pugmill equipment)
- Roller Operator (asphalt)
- Rubber-Tired Earthmoving Equipment (up to and including thirty-five (35) cu. yds. "struck " M.R.C., Euclids, T-Pulls, DW10, 20, 21 and similar)
- Water Pull
- Screedman (Barber-Greene and similar) (asphaltic or concrete paving)
- Self-Propelled Compactors with Dozer; Hyster 450, Cat 825 or similar
- Sheepfoot
- Small Tractor (with boom)
- Soil Stabilizer (P & H or equal)
- Timber Skidder (rubber-tired) or similar equipment
- Track Loader
- Tractor-Drawn Scraper
- Tractor Operator
- Tractor-Mounted Compressor Drill Combination
- Trenching Machine Operator (over three (3) feet depth)
- Tri-Batch Paver
- Tunnel Badger or Tunnel Boring Machine Operator
- Tunnel Mole Boring Machine
- Vermeer T-600b Rock Cutter
- Vacuum Truck(excludes trailer mounted vaccums)

### **Group 9**

- Chicago Boom
- Combination Backhoe and Loader (up to and including 3/8 cu. yd.)
- Combination Mixer and Compressor (gunite)
- Heavy Duty Repairman and/or Welder
- Lull Hi-Lift (twenty (20) feet or over)
- Mucking Machine
- Sub-Grader (Gurries or other types)
- Tractor (with Boom) (D6 or larger)
- Track-Laying-Type Earthmoving Machine (single engine with tandem scrapers)

### **Group 10**

- Boom-Type Backfilling Machine
- Bridge Crane
- Cary-Lift or similar
- Chemical Grouting Machine
- Chief of Party
- Derricks (two (2) Group 10 Operators required when swing engine remote from hoist)
- Derrick Barges (except excavation work)
- Euclid Loader and similar types
- Heavy Duty Repairman
- Heavy Duty Rotary Drill Rigs
- Lift-Slab (Vagtborg and similar types)
- Loader (over two and one-half (2 1/2 cu. yds. up to and including four (4) cu. yds.)
- Locomotive (over one hundred (100) tons, single or multiple units)
- Multiple-Engine Earthmoving Machines (Euclid Dozers, etc.)
- Pre-Stress Wire Wrapping Machine
- Rubber-Tired Scraper, Self-Loading
- Single-Engine Scraper (over thirty-five (35) cu. yds.)
- Shuttle Car (Reclaim Station)
- Train Loading Station
- Trenching Machine multi-engine with sloping attachments (Jefco or similar)
- Vacuum Cooling Plant
- Whirley Crane (up to and including twenty-five (25) tons)

### **Group 10A**

- Backhoe-Hydraulic (up to and including one (1) cu. yd.)
- Backhoe (up to and including one (1) cu. yd.) (Cable)
- CMI Dual Lane Auto-Grader SP30 or similar type
- Cranes (not over twenty-five (25) tons) (hammerhead and gantry)
- Finish Blade
- Gradalls (up to and including one (1) cu. yd.)
- Motor Patrol Operator
- Power Shovels, Clamshells, Draglines, Cranes (up to and including one (1) cu. yd.)
- Rubber-Tired Scraper, Self-Loading (twin engine)
- Self-Propelled Boom-Type Lifting Device, center mount (over 10 tons up to and including 25 tons)

### **Group 11**

- Automatic Asphalt or Concrete Slip-Form Paver
- Automatic Railroad Car Dumper
- Canal Trimmer
- Cary Lift, Campbell or similar type
- Cranes (over twenty-five (25) tons)
- Euclid Loader when controlled from the Pullcat
- Finish Blade
- Gradesetter, Grade Checker
- Highline Cableway Operator
- Loader (over four (4) cu. yds. up to and including twelve (12) cu. yds.)
- Multi-Engine Earthmoving Equipment (up to and including seventy-five (75) cu. yds. struck m.r.c.)
- Multi-Engine Scrapers (when used to Push Pull)

- Power Shovels, Clamshells, Draglines, Backhoes Gradalls (over one (1) cu. yd. and up to and including seven (7) cu. yds. m.r.c.)
- Self-Propelled Boom-Type Lifting Device (center mount) (over 25 tons m.r.c.)
- Self-Propelled Compactor (with multiple-propulsion power units)
- Single-Engine Rubber-Tired Earthmoving Machine, with Tandem Scraper
- Slip-Form Paver (concrete or asphalt)
- Tandem Cats and Scraper
- Tower Crane Mobile (including Rail Mount)
- Truck Mounted Hydraulic Crane when remote control equipped (over 10 tons up to and including 25 tons)
- Universal Liebherr and Tower Cranes (and similar types)
- Wheel Excavator (up to and including seven hundred fifty (750) cu. yds. per hour)
- Whirley Cranes (over twenty-five (25) tons)

**Group 11A**

- Band Wagons (in conjunction with Wheel Excavators)
- Operator of Helicopter (when used in construction work)
- Loader (over twelve (12) cu. yds.)
- Multi-Engine Earthmoving Equipment (over seventy-five (75) cu. yds. "struck" m.r.c.)
- Power Shovels, Clamshells, Draglines, Backhoes, and Gradalls (over seven (7) cu. yds. m.r.c.)
- Remote-Controlled Earth Moving Equipment
- Wheel Excavator (over seven hundred fifty (750) cu. yds. per hour)

**Group 11B**

- Holland Loader or similar or Loader (over 18 cu. yds.)

**OPERATING ENGINEERS - Steel Fabricator & Erector**

**Group 1**

- Cranes over 100 tons
- Derrick over 100 tons
- Self-Propelled Boom Type Lifting Devices over 100 tons

**Group 2**

- Cranes over 45 tons up to and including 100 tons
- Derrick, 100 tons and under
- Self-Propelled Boom Type Lifting Device, over 45 tons
- Tower Crane

**Group 3**

- Cranes, 45 tons and under
- Self-Propelled Boom Type Lifting Device, 45 tons and under

**Group 4**

- Chicago Boom
- Forklift, 10 tons and over
- 59
- Heavy Duty Repairman/Welder

**Group 5**

- Boom Cat
- 

**OPERATING ENGINEER -PILEDRIIVER**

**Group 1**

- Derrick Barge Pedestal mounted over 100 tons
- Clamshells over 7 cu. yds.
- Self-Propelled Boom Type Lifting Device, over 100 tons
- Truck Crane or Crawler, land or barge mounted over 100 tons

**Group 2**

- Derrick Barge Pedestal mounted 45 tons up to and including 100 tons
- Clamshells up to and including 7 cu. yds.
- Self-Propelled Boom Type Lifting Device over 45 tons
- Truck Crane or Crawler, land or barge mounted, over 45 tons up to and including 100 tons

**Group 3**

- Derrick Barge Pedestal mounted under 45 tons
- Self-Propelled Boom Type Lifting Device 45 tons and under
- Skid/Scow Piledriver, any tonnage
- Truck Crane or Crawler, land or barge mounted 45 tons and under

**Group 4**

- Assistant Operator in lieu of Assistant to Engineer
- Forklift, 10 tons and over
- Heavy Duty Repairman/Welder

**Group 5**

No current classification

**Group 6**

- Deck Engineer

**Group 7**

No current classification

**Group 8**

- Deckhand
  - Fireman
-

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## SECTION 09930

### PROTECTIVE EPOXY POLYMER LINING SYSTEM FOR WASTEWATER STRUCTURES

#### ARTICLE 1 - GENERAL

##### 1.01 PURPOSE

The purpose of this specification is to establish methods, materials, standard, and procedures for coating manholes and wetwells.

##### 1.02 SCOPE OF WORK

- A. Work is on an existing concrete manhole and steel wetwell located at 835 Lakeshore Blvd. Incline Village, NV 89451.
- B. The CONTRACTOR shall furnish all supervision, labor, tools, materials, equipment, scaffolding, and incidentals required to install a protective coating system for the surfaces listed herein and not otherwise excluded. Work to be accomplished includes field application of the protective lining system to interior surfaces, including surface preparation, handling of hazardous wastes, supply of inspection instruments, and other work necessary to accomplish the approved end result of totally protected and usable structures, including all attachments, accessories and appurtenances, generally as follows:
  - 1. Remove all existing coating by abrasive blast cleaning, pressure washing and/or sanding, or other method approved by the OWNER.
  - 2. Apply the intermediate and finish coats to all manhole and wetwell surfaces.
  - 3. Where not otherwise shown, the extent of the protective lining shall be located 1) interior walls of structures and/or manholes to be protected, and 2) interior surfaces of structures such as floors, lids and top decks as shown on drawings and/or noted in written specifications
  - 4. Types of protective lining system components for the corrosion protection work required, including surface treatment of prepared surfaces prior to coating application, shall include, but are not necessarily limited to, the following:
    - a. Epoxy-modified cement filler compound
    - b. Corrosion-resistant, spray-applied Protective Epoxy Polymer Lining
    - c. Miscellaneous materials
- C. Lead Remediation.
  - 1. *Contractor's Responsibility:* The CONTRACTOR will be responsible for all necessary means and methods to contain painted blast residue. The CONTRACTOR shall be responsible for storage, transport and final disposal of all spent blast materials and residue in accordance with local, State and Federal regulations. The CONTRACTOR shall plug vents and take other such measures as are required while blasting and vacuuming tanks to prevent migration of blasted paint and blast residue, etc. into the environment. CONTRACTOR shall

supply copies of documents to OWNER verifying proper handling, testing and disposal of lead based paint debris.

2. "Attachment A" contains the lead report.

D. Coordination

1. Remove all chemicals, films, laitance, compounds and other materials from substrates to receive the Work of this Section, as may be required by the protective lining manufacturer at no additional expense to OWNER.
2. If severely corroded or damaged steel is discovered during the course of cleaning or painting operations, repair of severely corroded or damaged areas and other mechanical repairs may be required during project.
3. The CONTRACTOR shall notify OWNER and submit change order documentation, as appropriate.
4. A time extension will be issued should repairs preclude cleaning and/or paint application. No additional time will be granted to permit the CONTRACTOR to complete other projects prior to this project.

E. The following items will not be painted:

1. Any code-required labels, such as Underwriters' Laboratories and Factory Mutual, or any equipment identification, performance rating, name, or nomenclature plates
2. Any moving parts of operating units, mechanical, and electrical parts unless otherwise indicated
3. Stainless steel angles, tube, pipe, etc.
4. Products with polished chrome, aluminum, nickel, or stainless steel finish
5. Flexible couplings, lubricated bearing surfaces, insulation, and metal and plastic pipe interiors
6. Finish hardware

F. Permits, etc. The CONTRACTOR will obtain, at its own expense, all permits, licenses, and inspections, and shall comply with all laws, codes, ordinances, rules and regulations promulgated by authorities having jurisdiction which may bear on the work, including Federal Public Law 91-596 Occupational Safety and Health Act of 1970. Abrasives shall meet the requirements of the Washoe County Department of Health, Air Quality Division. The CONTRACTOR is responsible for obtaining an air quality permit from the Washoe County Department of Health, Air Quality Division and any other permits that may be required to perform the work.

## 1.02 REFERENCE SPECIFICATIONS AND STANDARDS

- A. Without limiting the general aspects or other requirements of this specification, work and equipment shall conform to applicable requirements of municipal, state, and federal codes, laws, and ordinances governing the work, Steel Structures Painting Council, American Water Works Association, Society of Protective Coatings, National Association of Corrosion Engineers, International Concrete Repair Institute, American Society for Testing and Materials, American Concrete Institute, and manufacturer's printed instructions, subject to Owner's approval.
- B. The Owner's decision shall be final as to interpretation and/or conflict between any of the referenced codes, laws, ordinances, specifications, and standards contained herein.

### **1.03 SUBMITTALS:**

- A. Shop Drawings: Submit for approval the following:
  - 1. Copies of manufacturer's technical data sheets complete with installation instructions for protective lining system required.
  - 2. Maintenance Manual: Copies of manufacturer's written instructions for recommended maintenance practices. Include the following information:
    - a. Product name and number.
    - b. Name, address and telephone number of manufacturer and local distributor or representative.
    - c. Detailed procedures for routine maintenance and cleaning.
    - d. Detailed procedures for repairs.
  - 3. Test Reports: Verification from protective lining system manufacturer that all testing for physical properties has been performed in strict accordance with referenced ASTM standards.
- B. Certificates: Submit manufacturer's certifications that materials have been approved for the installation conditions shown on the Drawings and as specified herein. Submit manufacturer's Materials Warranty certificate.

### **1.04 CONTRACTOR**

- A. The CONTRACTOR shall be a licensed Painting Contractor in the State of Nevada. Contractor shall have a minimum of five (5) years (recent) practical experience and successful history in the application of similar products to surfaces of concrete and steel wastewater structures.
- B. Applicator Qualifications:
  - 1. Engage a single surface preparation and coating installation applicator specialist (APPLICATOR) with specific experience in the application of protective epoxy lining systems, and who is approved by the protective lining manufacturer.

2. The APPLICATOR shall be trained and approved by the protective lining materials manufacturer.

#### **1.05 HOURS OF WORK**

- A. The Contractor's activities shall be confined to between the hours of 8:00 a.m. and 6:30 p.m., Monday through Friday, excluding Federal, State, or Local holidays. Deviation from these hours will not be permitted without the prior consent of the OWNER, except in emergencies involving immediate hazard to persons or property.
- B. Inspections requested by or made necessary as a result of actions by the CONTRACTOR on Saturdays, Sundays, or holidays must be scheduled and approved by the OWNER and paid for by the CONTRACTOR at the prevailing rate for overtime or holiday work.

#### **1.06 PRE-JOB CONFERENCE**

- A. Approximately one week prior to start of project, a Pre-Job Conference shall be scheduled between representatives of the OWNER and CONTRACTOR. The sequence of work will be discussed and will be mutually agreed upon to assure that the work is accomplished and completed as stated in the Contract, and to allow for inspection and operations flexibility by OWNER. A list of labor, material, and equipment rates for additional work will be established and maintained throughout the project. The CONTRACTOR shall furnish a complete set of submittal data for use and approval by the Owner.

#### **1.07 QUALITY ASSURANCE**

- A. General. Quality assurance procedures and practices shall be utilized to monitor all phases of surface preparation, application, and inspection throughout the duration of the project. Refer to Section 1.04 herein, for required product-related application qualifications.
- B. Performance Criteria: The surfaces to receive the protective lining system shall be capable of withstanding, under constant exposure, raw wastewater and withstand attack from hydrogen sulfide and organic acids generated by microbial sources, with no adverse effects. Products capable of only intermittent exposure resistance are not acceptable.
- C. Source Quality Control: Provide each component of protective lining system produced by a single manufacturer, including recommended underlayment, fillers, repair products, base coat and top coat materials.
- D. Reference Standards: Comply with applicable provisions and recommendations of the following except as otherwise shown or specified.
  1. As defined in Part 2 – Products
- E. Statement of Application: Upon completion of the Work under this Section submit a statement to ENGINEER, signed by the protective lining system APPLICATOR stating that the installed protective lining system complies with the requirements of

the Specifications, and that the installation and materials comply with the manufacturer's printed recommendations related to the condition of installation and use.

- F. Corrosion-resistant, spray-applied Protective Epoxy Polymer Lining specified as manufactured by Sauereisen, Pittsburgh, PA (412) 963-0303. Request for material substitutions to the specified products shall be made in writing to the ENGINEER 15 days prior the bid date and no product substitutions or requests for such will be reviewed or accepted after this date. In accordance with these requirements bids must be based on ENGINEER approved products only.
- G. Application Conditions.
  - 1. Environmental Requirements: Maintain substrate temperature and air temperature before, during and after installation in accordance with protective lining manufacturer's written recommendations and instructions.
  - 2. Provide adequate ventilation during application and curing periods.
- H. The CONTRACTOR shall provide, at his own expense, all necessary power required for his operations under this contract.

#### **1.08 SAFETY AND HEALTH REQUIREMENTS**

- A. General. Ventilation, electrical grounding, and care in handling paints, solvents and equipment are important safety precautions during painting projects. CONTRACTOR shall conform with safety requirements set forth by regulatory agencies applicable to the construction industry and manufacturer's printed instructions and appropriate technical bulletins and manuals. The CONTRACTOR shall provide and require use of personal protective life-saving equipment for persons working in or about the project site.
- B. Grounding. Spray and air hoses shall be grounded to prevent accumulation of charges of static electricity.
- C. Illumination. Spark-proof artificial lighting shall be provided for all work in contained spaces. Light bulbs shall be guarded to prevent breakage. Lighting fixtures and flexible cords shall comply with the requirements of NFPA 70 "National Electric Code" for the atmosphere in which they will be used. Whenever required by OWNER, the CONTRACTOR shall provide additional illumination and necessary supports to cover all areas to be inspected. The level of illumination for inspection purposes shall be determined by the OWNER.

#### **1.09 DELIVERY, HANDLING, AND STORAGE**

- A. Delivery of Materials:
  - 1. Deliver material in manufacturer's original unopened and undamaged packages.
  - 2. Clearly identify manufacturer, brand name, contents and stock number on each package.

- 3. Packages showing indications of damage that may affect condition of contents are not acceptable.
- B. All containers shall be handled and stored in such a manner as to prevent damage or loss of labels or containers.
- C. Used rags shall be removed from the job site daily, and every precaution taken against spontaneous combustion.

**1.10 WARRANTY**

- A. Protective Lining manufacturer shall warranty its products as free from material defects for a minimum period of one (1) year. Provide associated Warranty Certificate.
- B. APPLICATOR shall warrant the installed protective lining system as free from material and workmanship defects for a minimum period of three (3) years.

**ARTICLE 2 - PRODUCTS**

**2.01 MATERIALS**

- A. The Corrosion-resistant, spray-applied Protective Epoxy Polymer Lining shall be a two-component system, including:
  - 1. Cementitious Underlayment when needed and recommended by the Applicator to fill voids and irregularities and to provide a properly prepared surface for the epoxy lining.
  - 2. Epoxy lining to provide abrasion and chemical resistance against physical and chemical attack phenomena typically associated with municipal wastewater service conditions.
  - 3. CONTRACTOR shall provide all accessory components such as sealants, hardeners or other compounds as recommended by the manufacturer for maximum protective coating adherence to substrate, and long-term service performance.
- B. Cementitious Underlayment:
  - 1. Filler Compound shall be a cementitious formulation specifically designed to fill voids, irregularities and air pockets in concrete surfaces. The filler compound shall provide a smooth surface for the application of epoxy monolithic protective coatings. Filler compound shall be confirmed by the manufacturer as compatible with the protective coating.
  - 2. Corrosion-resistant, spray-applied Protective Epoxy Polymer Lining:

Properties	Sewergard No. 210X-HB
Adhesion (ASTM D4541)	Concrete Failure
Bond strength to concrete (ASTM D7234)	Concrete failure
Compressive strength (ASTM D695)	16,000 psi
Components	2 parts
Flexural Strength (ASTM D790) @ 28 days	8,000 psi

Maximum service temperature (Dry)	150°F (65°C)
Mix Ratio (By Volume)	1 Part A-(Hardener) : 3 Parts B-(Resin)
Modulus of elasticity (ASTM D790)	7 x 10 <sup>6</sup> psi
Permeability (ASTM E96)	8.06 x 10 <sup>-9</sup>
Shore D (ASTM D2240)	89
Tensile Strength @ 7 days (ASTM D638)	4,500 psi

- C. Product and Manufacturer: Provide one of the following:
1. Sauereisen, Pittsburgh, PA (412) 963-0303.
  2. Or equal in accordance with section 1.07 of this specification.

## ARTICLE 3 - EXECUTION

### 3.01 INSPECTION

- A. The APPLICATOR shall examine the areas and conditions under which protective lining Work is to be performed and notify ENGINEER in writing of conditions detrimental to the proper and timely completion of the Work. Do not proceed with the Work until unsatisfactory conditions have been corrected in a manner acceptable to ENGINEER.
- B. Commencement of the Work of this Section shall indicate that the substrate and other conditions of installation are acceptable to the APPLICATOR and the ENGINEER and will produce a finished product meeting the requirements of the Specifications. All defects resulting from such accepted conditions shall be corrected by APPLICATOR at his own expense.

### 3.02 SURFACE PREPARATION

- A. Existing Concrete Application - Existing concrete structures to receive protective lining system must be capable of withstanding imposed loads. All oil, grease and chemical contaminants must be removed from the surface of the concrete. All surfaces must be firm, free of damaged or contaminated concrete, laitance, form release agents, and standing water and they must be structurally sound as determined by ENGINEER. Suitable surface preparation methods include shot blasting, abrasive Blasting, or hydro-blasting. Surface preparation procedures shall be in accordance with ICRI Guideline No. 03732. Surface preparation requirement is to expose aggregate and obtain a uniform surface texture resembling an ICRI CSP # 4-6 comparators.
- B. Allow any new concrete to cure for 28 days before protective lining system is installed, unless otherwise recommended by the APPLICATOR or protective lining systems manufacturer.
- C. Concrete surfaces that have been resurfaced must be allowed to cure in accordance with protective lining manufacturer's recommendations prior to application of protective epoxy lining system.

- D. Level or grind concrete substrates to protective lining system manufacturer's recommended tolerances to produce a uniform surface profile, including removal of all sharp edges, ridges or depressions.
- E. Stopping Active Leaks: After surface cleaning and preparation, any visible leaks shall be reported to the ENGINEER. Any minor leaks not requiring other repairs by the ENGINEER must be sealed prior to proceeding with protective lining system installation.
- F. New Concrete Application – All voids, holes and depressions shall be filled with epoxy based filler compound material (section 2.1.B.1), re-establishing plan finished grades and surface profiles. The latest revision of the following surface preparation specifications of the Steel Structures Painting Council shall form a portion of this specification. (Note: An element of surface area is defined as any given square inch of surface.)
- G. Metal Application - Abrasive blast to a minimum 2.5 mil profile employing SSPC-SP5/NACE 1. White Metal Blast for immersion and SSPC-SP10/NACE 2, Near White Metal Blast for other service conditions. All welds must be continuous, free of flux and have a smooth rounded radius without any sharp edges or ground flat in accordance with SSPC/NACE Standard Practices.

### 3.03 APPLICATION

- A. Application in direct sunlight and/or with rising surface temperatures is not recommended, as this may result in blistering of the materials due to expansion of entrapped air or moisture (out-gassing) in the concrete substrates. In such cases, it will be necessary to postpone the application until later in the day when the temperature of the substrate is falling. Concrete surfaces that have been in direct sunlight must be shaded for at least 24 hours prior to application and remain shaded until the initial set has taken place. Consult protective lining system manufacturer for application schedule guidelines specific to temperature conditions and possible sealer application recommendations to reduce out-gassing.
- B. Filler Compound shall be a cementitious formulation specifically designed to fill voids, irregularities and air pockets in concrete surfaces. The filler compound shall provide a smooth surface for the application of epoxy monolithic protective coatings. Filler compound shall be confirmed by the manufacturer as compatible with the protective coating.
- C. Corrosion-resistant, spray-applied Protective Epoxy Polymer Lining – shall be applied and cured on the properly prepared surface in accordance with protective lining system manufacturer's written guidelines as outlined in product technical data sheets.
  - 1. Epoxy lining shall be applied to a thickness of 125 mils. Application method and equipment shall be approved by the APPLICATOR and shall be in accordance with the protective lining system manufacturer's recommendations.
- D. Expansion and construction joints shall be formed and filled as recommended by the protective lining system manufacturer.

- E. High Voltage Spark Testing. Installed protective epoxy lining shall be tested for pinholes after a minimum 24-hour cure at a temperature of 70°F. Pinhole testing shall be accomplished in accordance with ASTM D-4787, using a Tinker Razor Holiday Detector, San Gabriel, CA, Model AP/W, or an approved equal device. Test voltage of 100 volts/mil of coating thickness shall be applied. All pinholes shall be marked and repaired using manufacturer's approved Patch Kit, or other approved method.

### **3.04 ADJUSTMENTS AND CLEANING**

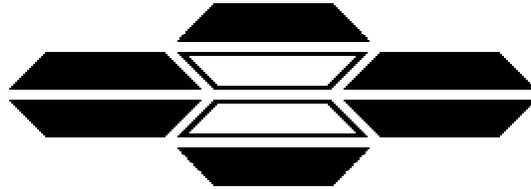
- A. At the completion of the Work, APPLICATOR shall remove all materials and debris associated with the Work of this Section.
- B. Clean all surfaces not designated to receive protective coating. Restore all other work in a manner acceptable to ENGINEER.
- C. All finished protective lining Work shall be protected from damage until Final Acceptance of the Work. Protective lining damaged in any manner shall be repaired or replaced at the discretion of ENGINEER at no additional cost to OWNER.
- D. Clean all protective lining as recommended by the manufacturer to provide finished Work acceptable to OWNER, just prior to Final Acceptance

### **3.05 OMISSIONS**

Care has been taken to delineate herein those surfaces to be coated. However, if coating requirements have been inadvertently omitted from this section or any other section of the specifications, it is intended that all metal wetwell and concrete manhole surfaces, unless specifically exempted herein, shall receive a first-class protective coating equal to that given the same type surface pursuant to these specifications.

### **End of Protective Coatings Requirements**

ATTACHMENT A:  
LEAD PAINT ANALYSIS REPORT



**ASBESTOS TEM LABORATORIES, INC.**

**ATEM SOP-AA-01**  
**(EPA 3050B/EPA 7420)**

**Lead Paint Analysis Report**

**Laboratory Job # 384988**

3431 Ettie St.  
Oakland, CA 94608  
(510) 704-8930  
FAX (510) 704-8429



ASBESTOS TEM LABORATORIES, INC



LAB # 101754  
California DPH  
ELAP ID #1866

Jun/21/2023

Darel Barlow  
Incline Village  
1220 Sweetwater Rd  
Incline Village, Nevada

RE: LABORATORY JOB # 384988  
Atomic Absorption Spectroscopy analytical results for 1 paint sample(s).  
Job Site: SPS #5  
Job No.:

Enclosed please find results for the atomic absorption spectroscopy (AA) metals analysis of one or more paint samples. Sample preparation and analysis procedures were performed according to ATEM SOP-AA-01 (EPA 3050B / EPA 7420).

Prior to analysis, samples are checked for damage and disruption of the chain-of-custody seal. Samples are then logged-in, each given a unique laboratory number, and a hard copy containing all pertinent information is generated. This, and all other relevant paper work are kept with each sample throughout the analytical procedures to assure proper analysis.

A portion of each sample is weighed out such that an aliquot of ~0.2 grams is obtained. The weighed sample material is then placed into a digestion vessel, transferred to a fume hood, heated at ~95 Deg. C, refluxed with nitric acid to solubilize the contained metals, and treated with hydrogen peroxide to oxidize any organic binder present in the sample material. High purity water is added to make a 50 ml volume for each sample.

AA analysis is performed on a microprocessor controlled Perkin Elmer AAnalyst 300 atomic absorption spectrophotometer, operating in the flame mode. Samples are diluted as needed to allow reading of concentrations in the calibration range. QC analyses are prepared and performed along with each sample batch to ensure accurate analytical determinations. Data is compiled into a standard report format and subjected to a thorough quality assurance check before the information is released to the client.

Sincerely Yours,

Laboratory Manager  
ASBESTOS TEM LABORATORIES, INC.

Note: Results for routine quality control samples run in parallel to the samples reported here were within acceptable limits.

Additional Note: Wherever possible, Asbestos TEM Laboratories highly recommends the submission of field blanks with each sample set. It is recommended to analyze field blanks collected in parallel to all samples collected in the field as a check against media contamination from the manufacturer or in the field. Sample results are not corrected for contamination based on the field blank(s) or other analytical blank(s).

Disclaimer - These results relate only to the samples tested as received and must not be reproduced, except in full, with the approval of the laboratory. Incorrect or illegible information supplied by the customer may adversely affect the validity of test results. This report must not be used to claim product endorsement by AIHA or any other agency of the U.S. Government.

**ATOMIC ABSORPTION SPECTROSCOPY  
LEAD PAINT ANALYSIS REPORT  
ATEM SOP-AA-01 (EPA 3050B / EPA 7000B)**

Contact: Darel Barlow	Samples Submitted: 1	Report No.: <b>384988</b>
Address: Incline Village	Samples Analyzed: 1	Date Submitted: Jun-21-23
1220 Sweetwater Rd	Job Site / No.	Date Reported: Jun-21-23
Incline Village, Nevada	SPS #5	

SAMPLE ID	METAL	SAMPLE RESULT	REPORTING LIMIT	LOCATION / DESCRIPTION		
SPS-5WW	Pb	<b>210</b> mg/kg	<b>46</b> mg/kg	<u>Sampling Date</u>	<u>Analysis Date</u>	<u>Analyzed Weight (g)</u>
Lab ID # 96-07772-001		0.021 %	0.005 %		Jun-21-23	0.2155
Lab ID #				<u>Sampling Date</u>	<u>Analysis Date</u>	<u>Analyzed Weight (g)</u>
Lab ID #				<u>Sampling Date</u>	<u>Analysis Date</u>	<u>Analyzed Weight (g)</u>
Lab ID #				<u>Sampling Date</u>	<u>Analysis Date</u>	<u>Analyzed Weight (g)</u>
Lab ID #				<u>Sampling Date</u>	<u>Analysis Date</u>	<u>Analyzed Weight (g)</u>
Lab ID #				<u>Sampling Date</u>	<u>Analysis Date</u>	<u>Analyzed Weight (g)</u>
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Lab ID #				<u>Sampling Date</u>	<u>Analysis Date</u>	<u>Analyzed Weight (g)</u>
Lab ID #				<u>Sampling Date</u>	<u>Analysis Date</u>	<u>Analyzed Weight (g)</u>

Analytical results posted above relate only to the material(s) tested.  
The sample has not been blank corrected.

µg - micrograms    1% = 10,000 ppm    1ppm = 1 mg/Kg

Lab QC Reviewer Jo Ann Huerto  
Jo Ann Huerto

Analyst Jie Zhang  
Jie Zhang



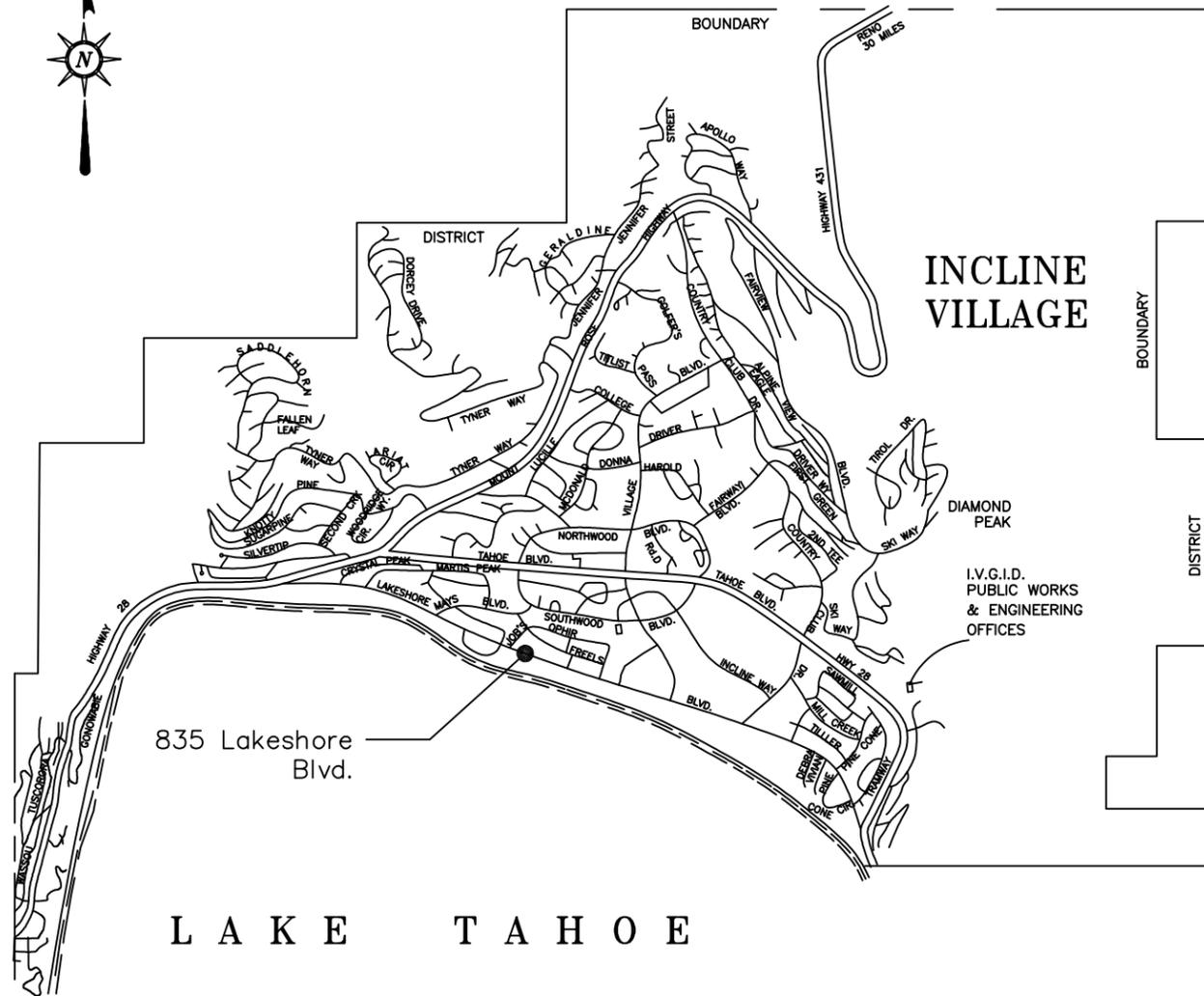
# INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

## SPS-5 WETWELL AND MANHOLE REHABILITATION

### PWP# WA-2024-055



1220 SWEETWATER RD.  
INCLINE VILLAGE,  
NV 89451  
P: 775.832.1203



PROJECT SITE

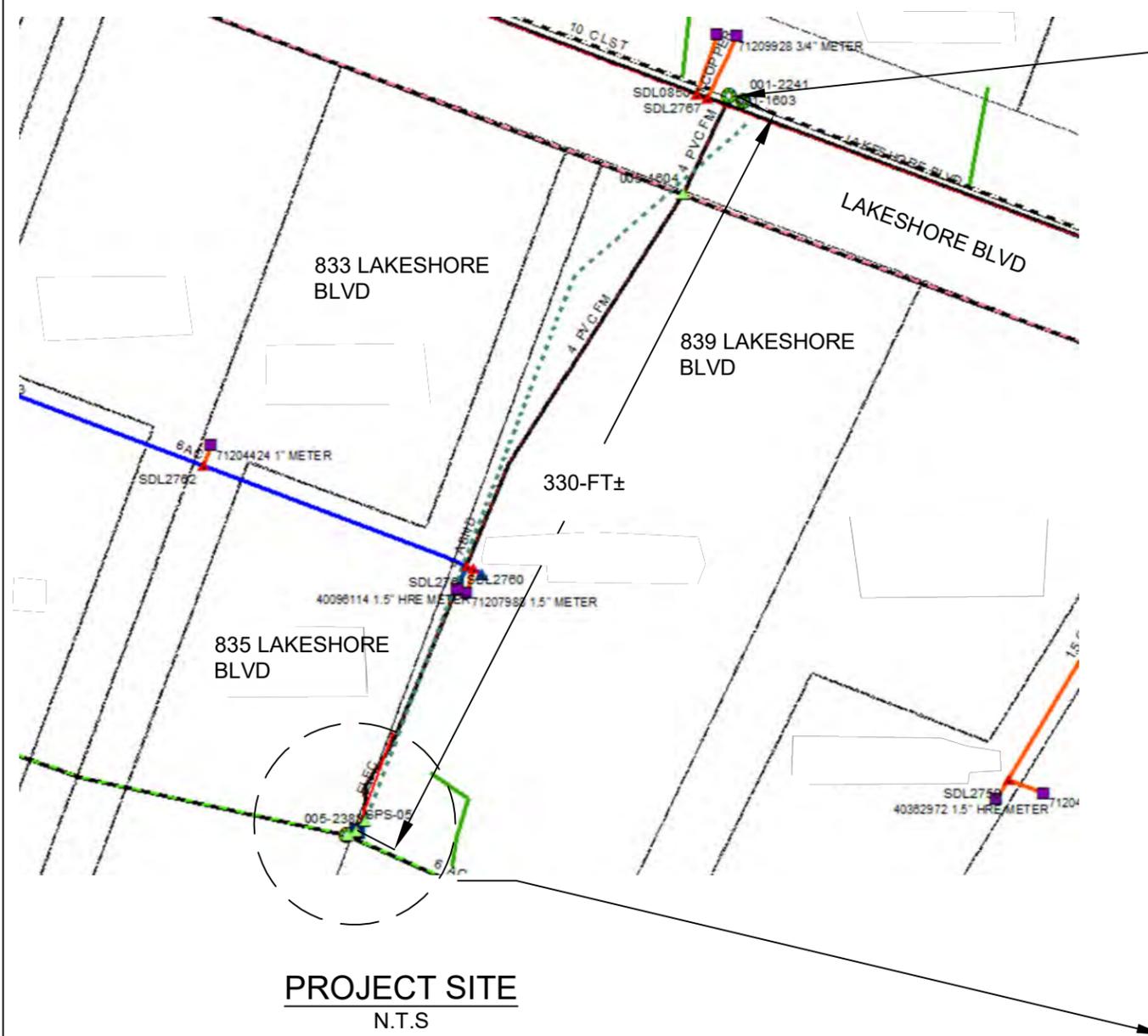
SHEET LIST	
SHEET #	DESCRIPTION
G1	COVER SHEET
C1	SITE PLAN
C2	DETAILS

## SPS-5 WETWELL AND MANHOLE REHABILITATION

REVISION #	DATE	DESCRIPTION

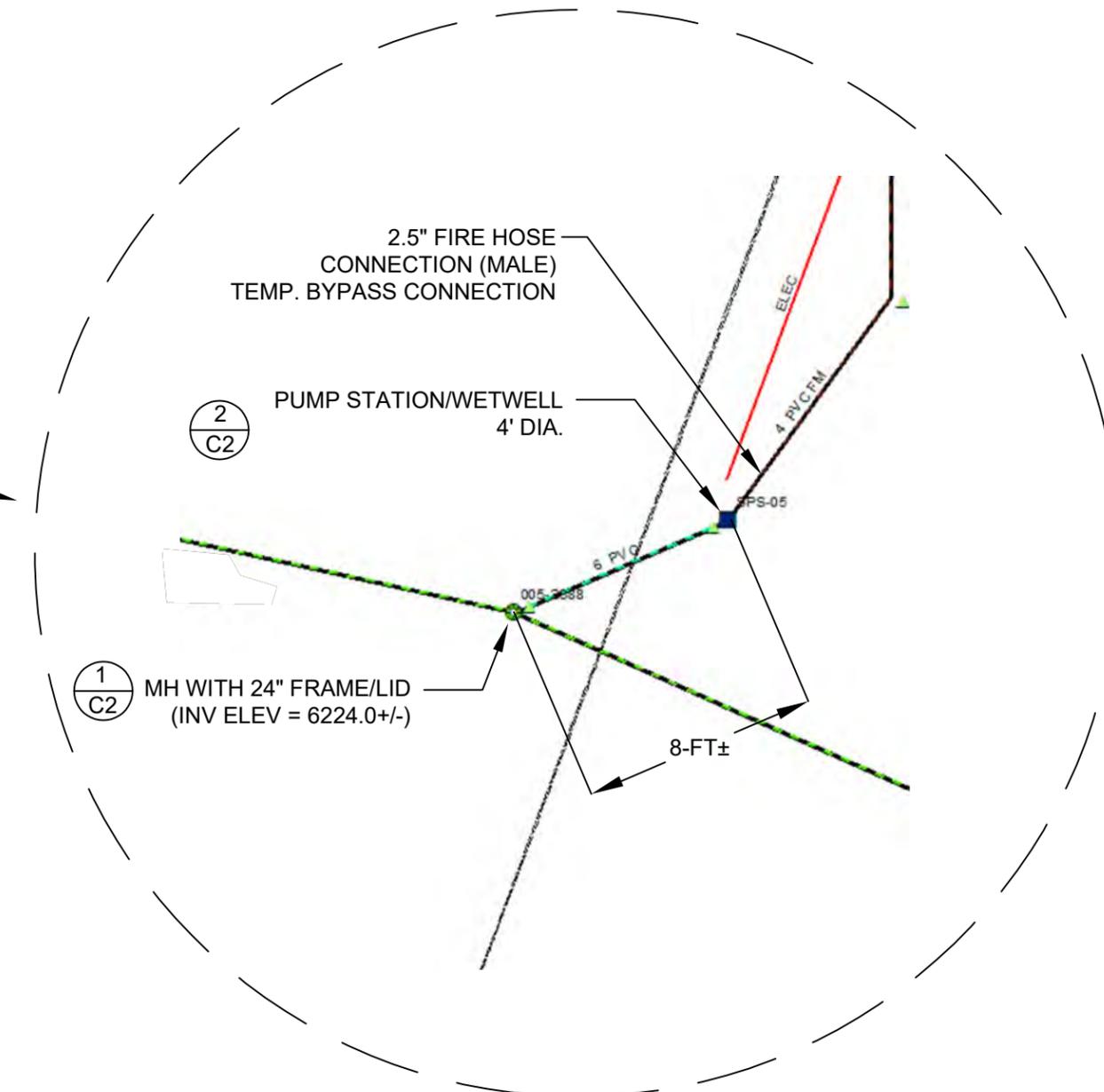
PROJECT #:	NA
DATE:	4/24/2024
SHEET SCALE:	N.T.S
SHEET DESCRIPTION:	COVER PAGE
SHEET #:	G1

U:\Engineering\Projects\Current & Ongoing Projects\2024 SPS-5 Wetwell and Manhole Rehabilitation\1 - Design\Designs\SPS 5 Plan Set.dwg



LAKESHORE BLVD  
BYPASS OUTLET  
ELEV: 6260±

**PROJECT SITE**  
N.T.S



- NOTES:**
1. ACCESS TO SPS-5 RESTRICTED TO EAST SIDE OF RESIDENCE AT 835 LAKESHORE BLVD.
  2. PRIVATE RESIDENTIAL CONSTRUCTION WILL BE ACTIVE ON SITE THROUGHOUT DURATION OF IVGID PROJECT. IVGID CONTRACTOR TO COORDINATE WITH RESIDENTIAL CONTRACTOR, AS NECESSARY.
  3. ACCESS TO BE COORDINATED WITH IVGID AND PRIVATE RESIDENTIAL CONTRACTOR.
  4. VEHICLE ACCESS IS LIMITED TO PAVED DRIVEWAY AT 835 LAKESHORE. THERE IS LIMITED EQUIPMENT ACCESS FROM THE DRIVEWAY TO THE WETWELL.

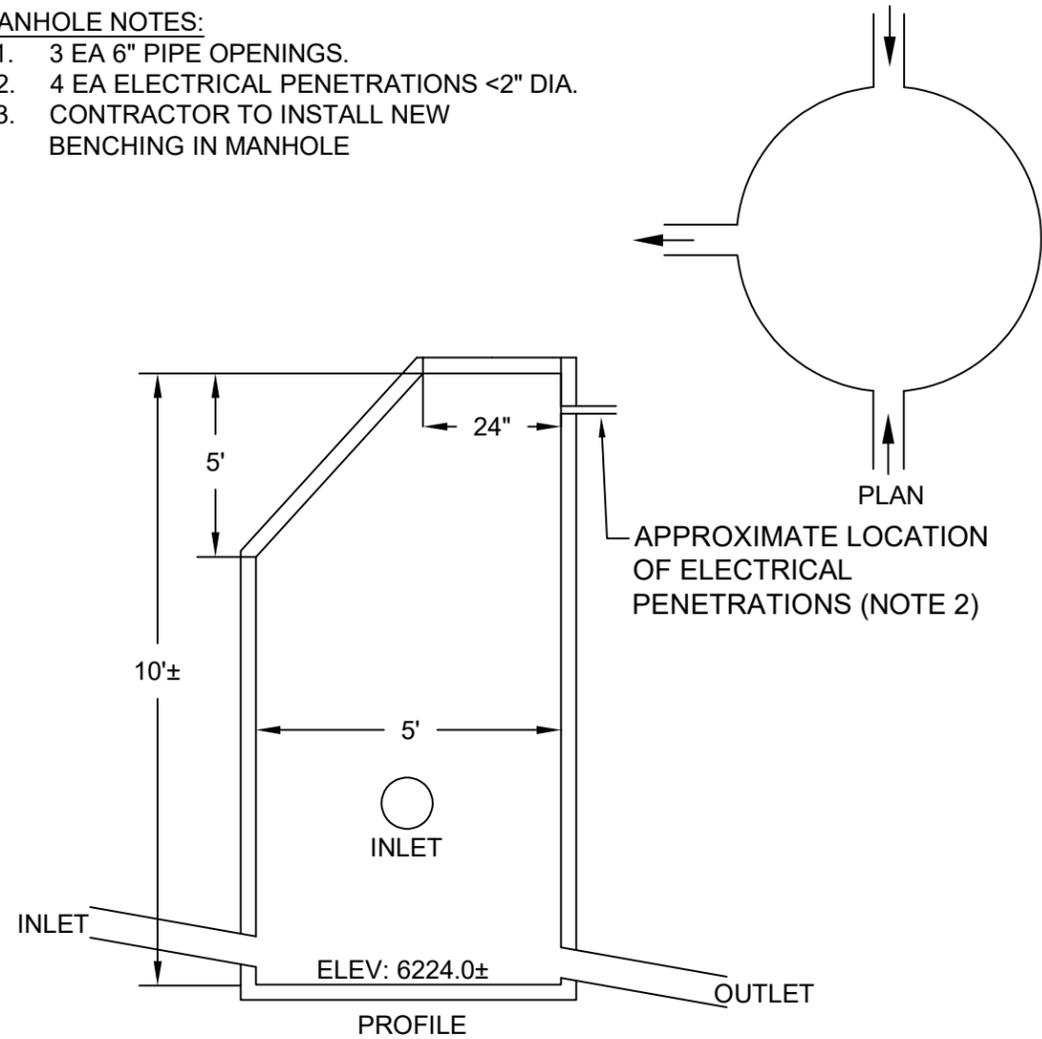
**SPS-5 WETWELL AND MANHOLE  
REHABILITATION**

REVISION #	DATE	DESCRIPTION

PROJECT #:	NA
DATE:	4/24/2024
SHEET SCALE:	N.T.S
SHEET DESCRIPTION:	SITE PLAN
SHEET #:	C1

**MANHOLE NOTES:**

1. 3 EA 6" PIPE OPENINGS.
2. 4 EA ELECTRICAL PENETRATIONS <2" DIA.
3. CONTRACTOR TO INSTALL NEW BENCHING IN MANHOLE

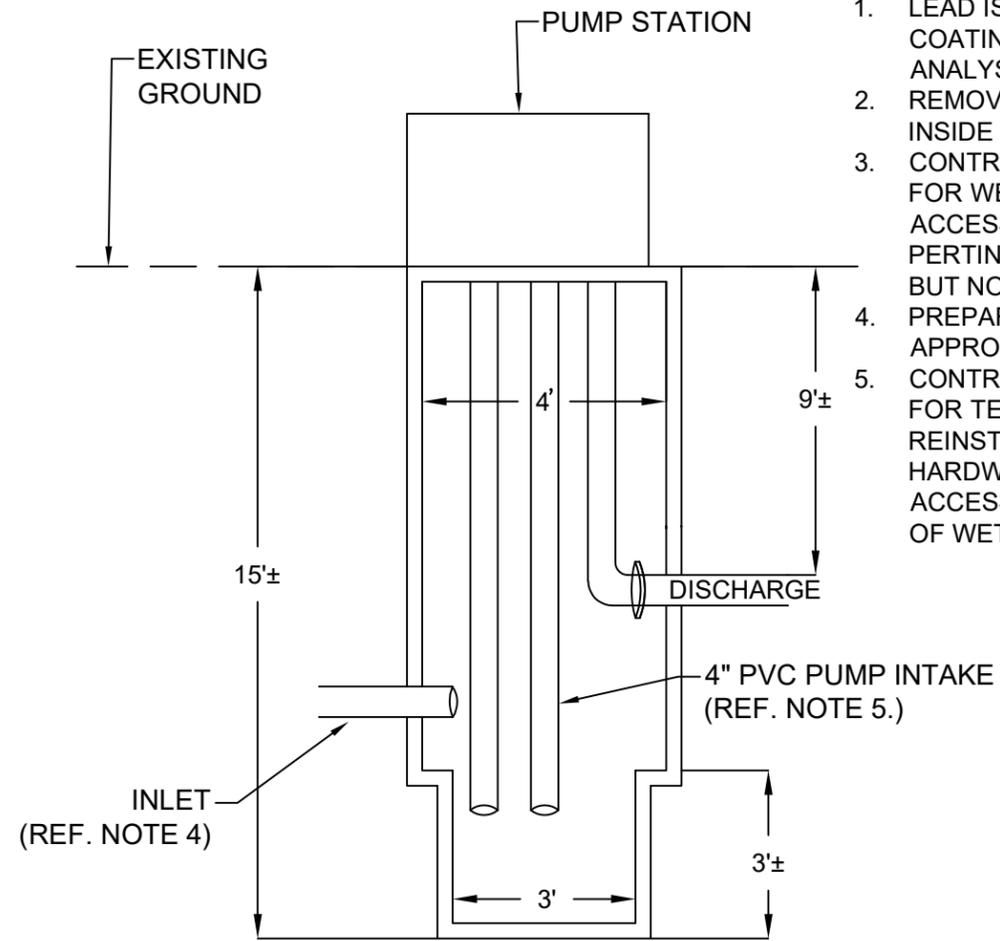


**DETAIL 1: MANHOLE DIMENSIONS**

N.T.S.

**WETWELLS NOTES:**

1. LEAD IS PRESENT IN THE EXISTING WETWELL COATING. SEE SPECIFICATION FOR LAB ANALYSIS AND ABATEMENT REQUIREMENTS.
2. REMOVE AND DISPOSE OF EXISTING LADDER INSIDE OF WETWELL.
3. CONTRACTOR TO PROVIDE METHODOLOGY FOR WETWELL ACCESS PROCEDURES. ACCESS PROCEDURES MUST ADHERE TO ALL PERTINENT OSHA REGULATIONS, INCLUDING BUT NOT LIMITED TO CONFINED SPACE.
4. PREPARE AND COAT 6" STEEL INLET PIPE APPROX: 30" LENGTH
5. CONTRACTOR TO PROVIDE METHODOLOGY FOR TEMPORARY REMOVAL AND REINSTATEMENT OF PUMP STATION HARDWARE AS REQUIRED TO FACILITATE ACCESS, PREPARATION, AND FINAL COATING OF WETWELL INTERIOR SURFACE.



**DETAIL 2: WETWELL DIMENSIONS**

N.T.S.

**GENERAL NOTES:**

1. CONTRACTOR RESPONSIBLE FOR TEMPORARY BYPASS OF MANHOLE AND WETWELL, AS REQUIRED. EXISTING IVGID ALARM CONTROLS AVAILABLE DURING BYPASS.
2. IVGID PERSONNEL WILL BE USED AS IMMEDIATE RESPONDERS IN THE EVENT OF ALARM, CONTRACTOR TO PROVIDE SECONDARY SUPPORT.
3. CONTRACTOR TO PREPARE WETWELL AND MANHOLE SURFACES PER MANUFACTURER SPECIFICATIONS.
4. CONTRACTOR IS RESPONSIBLE TO PERFORM APPROPRIATE CONTAINMENT AND SITE PROTECTION PER SPECIFICATIONS.
5. CONTRACTOR TO COAT BOTH MANHOLE AND WETWELL PER MANUFACTURER SPECIFICATIONS.
6. AT ALL TIMES DURING CONSTRUCTION, TEMPORARY EROSION CONTROLS SHALL BE IN PLACE. EROSION CONTROL SHALL BE IN ACCORDANCE WITH THE TRPA "HANDBOOK OF BEST MANAGEMENT PRACTICES." THE SITE SHALL BE WINTERIZED IN ACCORDANCE WITH THE SPECIFICATIONS AND STANDARD TRPA REQUIREMENTS FROM OCTOBER 15TH TO MAY 1ST.



1220 SWEETWATER RD.  
INCLINE VILLAGE,  
NV 89451  
P: 775.832.1203

**SPS-5 WETWELL AND MANHOLE  
REHABILITATION**

REVISION #	DATE	DESCRIPTION

PROJECT #:

NA

DATE:

4/24/2024

SHEET SCALE:

N.T.S

SHEET DESCRIPTION:

DETAILS

SHEET #:

C2

**MEMORANDUM****TO:** Board of Trustees**THROUGH:** Bobby Magee, District General Manager**FROM:** Kate Nelson, Interim Director of Public Works**SUBJECT:** Review and Discuss Proposed Sewer and Water Rate Increase Alternative Scenarios and Adjustments to the Fee Schedule.  
(Requesting Staff Member: Interim Director of Public Works Kate Nelson).**RELATED FY 2023  
STRATEGIC PLAN  
BUDGET INITIATIVE(S):****LONG RANGE PRINCIPLE #3 - FINANCE**

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

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

Ordinance No. 2 – Sewer Ordinance  
Ordinance No. 4 – Water Ordinance

**DATE:** June 26, 2024**I. RECOMMENDATION**

This memorandum serves to inform the Board that, in response to their request during the April 24<sup>th</sup> meeting (Item H.2), staff has prepared four different water rate alternatives for the Board's consideration. The sewer rates and fee schedule remain the same as originally proposed at the April 24, 2024, meeting. These alternatives and the fee schedule will be presented at the rescheduled public hearing on July 10, 2024.

**II. BACKGROUND**

The District provides water and sewer utility services through its Utility Fund (Fund 200). These utility operations are supported through target annual revenues each year, collected from utility customers based on Board approved rate schedules.

In 2023, HDR Engineering, Inc. conducted a comprehensive five-year rate study that resulted in the adoption of rates for fiscal year 2023/24 (year 1 of the study) by the Board of Trustees during their June 14, 2023, meeting (Item G.3 moved to G.4). Subsequently, at the January 10, 2024, Board meeting (Item G.4), the Board requested staff to revisit the previously adopted rate study's rate chart for approval of proposed year 2 rates. Then, during the April 24, 2024 meeting, the Board directed staff to explore additional rate alternatives to achieve various objectives, including addressing a water net sources and uses deficit. Ultimately, it was determined that this deficit amounted to \$2,195,000 as per the approved FY 2024/25 budget on May 31st, 2024.

In addition to the FY 2024/25 rate amendments, staff is proposing an additional fixed fee for Household Hazardous Waste (HHW) disposal. However, due to the public hearing for the adoption of rates being postponed by one month, this fee has been adjusted to \$1.34 instead of the originally proposed \$1.23. This adjustment became necessary as the cost of the HHW storage shed is now spread over 11 months of FY 2024/25 instead of 12. The fee is crucial to cover the costs of replacing the HHW storage shed. This additional fee would be effective for one fiscal year only. Ensuring adequate funding for the HHW program is crucial to maintaining environmental safety standards and fulfilling the District's commitment to responsible waste management practices.

Staff has prepared four different rate alternatives to meet the Utility Fund's financial needs while considering Board feedback. Further details of these alternatives are provided in the attachments accompanying this memorandum.

1. Alternative 1: The rates as proposed at the April 24th, 2024 meeting, which was the Board's original request of using Year 2 Rates from the 2023 Study, with the adjustment of the HHW fee being allocated over 11 months instead of 12.
2. Alternative 2: Water rates based on Year 3 of the 2023 Study (except the administrative fee remains at Year 2 levels); sewer rates remain at Year 2 levels.
3. Alternative 3: The rates from Alternative 1 (Year 2 rates from the rate study) with an additional flat fee for the Reserve Fund during the 11 months of FY 2024/25. This flat fee aims to recuperate the \$2.1 million deficit in net sources and uses in water per the FY 2024/25 budget.
4. Alternative 4: The rates from Alternative 2 (Year 3 rates for water) with an additional flat fee for the Reserve Fund during the 11 months of FY 2024/25. This flat fee aims to recuperate the \$2.1 million deficit in net sources and uses in water per the FY 2024/25 budget.

Lastly, the fee schedule includes proposed revisions for adoption, which will be presented along with the rate alternatives at the upcoming public hearing on July 10, 2024.

Following is the current fee schedule and the proposed fee additions and

adjustments:

Current Fee Schedule		Proposed Change
Sewage Drop-off at Treatment Plant	\$85/per 1,000 gal	No change
Backflow Inspections - up to 1 hr labor	\$75/ per device Repairs at cost	No change
Plan Check Fees	\$100/hour	No change
Inspection Fees	\$100/hour	No change
Upgraded Meter, Register or Transponder	Billed at cost	No change
Service Calls - 1/2 hour minimum with equipment billed at cost	\$45/per half hour	No change
Tampering with Equipment	\$100 minimum Repairs at cost	No change
Water Waste Penalty	\$100	No change
Hydrant Meter Rental Charges	\$1,150/deposit \$45/month	\$1,500 Deposit \$45/month
1" Meter Rental Charges	\$225/deposit \$20/month	\$230/deposit \$20/month
3/4" Meter Rental Charges	\$110/deposit \$15/month	\$140/deposit \$15/month
Bulk Water for Construction	\$2.02/per 1,000 gal	\$2.15/per 1,000 gal
Violation of air-gap on truck fill-up	\$500	No change
Returned Check Fee	\$25	No change
Posting Service Charge	\$20	No change
Mainline Tapping, if performed by IVGID	Cost plus 15%	No change

Staff proposes the following additional fees to be included in the fee schedule:

- Waste Management Bad Debt Fee:** \$25.00 fee for customers for whom the District incurs bad debt for their Waste Management past due account over 120 days, as stipulated in the Waste Management franchise contract.

This fee aims to cover the administrative costs associated with paying off the

debt to Waste Management for the customer and subsequently collecting payment from that customer.

- **Compliance Appointment No-Show Fee:** \$20.00 fee for customers who fail to attend compliance appointments (i.e. backflow, plan checks, inspections).

This fee aims to cover administrative costs incurred due to scheduling and preparing for appointments that are not honored without sufficient notice.

Staff proposes the following adjustments to the fee schedule:

- **Bulk Water for Construction:** \$2.15 / per 1,000 gal.

This adjustment aims to match the water use cost for all other customers.

- **Hydrant Meter Rental Charges:** \$1,500 deposit / \$45 per month

This adjustment is necessary to cover the latest cost of hydrant meters, ensuring that rental fees accurately reflect the expenses associated with their replacement.

- **1” Meter Rental Charges:** \$230 deposit / \$20 per month

This adjustment is necessary to cover the latest cost of meters, ensuring that rental fees accurately reflect the expenses associated with their replacement.

- **¾” Meter Rental Charges:** \$140 deposit / \$15 per month

This adjustment is necessary to cover the latest cost of meters, ensuring that rental fees accurately reflect the expenses associated with their replacement.

## Schedule

The timeline for the proposed rate and fee schedule adoption is as follows:

<b>Utility Rate Study Schedule</b>	<b>Date</b>
Set Date of Public Hearing to Adopt New Utility Rates and Fee Schedule	April 24, 2024
Publish Notice of Public Hearing in Newspaper	June 10, 2024
Conduct Public Hearing and Adopt New Utility Rates and Fee Schedule – <i>Rescheduled from 6/12/2024</i>	July 10, 2024
New Utility Rates and Fee Schedule Become Effective – Pending Approval	July 19, 2024

### **III. BID RESULTS**

There are no bid results associated with this Memorandum.

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

The estimated revenue generated by each of the four rate alternatives is detailed in the attachments. Although the Public Works department generates revenue from various sources, it is important to note that the revenue mentioned here is solely derived from rates.

### **V. ALTERNATIVES**

No other alternatives are presented.

### **VI. COMMENTS**

The applicable Nevada Revised Statute for this Memorandum is NRS 318.199 Rates, tolls and charges for sewerage or water services or products: Schedules; public hearings; adoption of resolution; action to set aside resolution.

### **VII. BUSINESS IMPACT/BENEFIT**

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

### **VIII. ATTACHMENTS**

1. Sewer and Water Rate Alternatives Summary
2. Schedule of Service Charges\_All Rate Alternatives\_Proposed\_071024
3. 2023 Rate Study - IVGID Sewer Rate Structure Chart
4. 2023 Rate Study - IVGID Water Rate Structure Chart

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

Fiscal Year 2024/25 Sewer and Water Rates Alternatives

	Alternative 1	Alternative 2	Alternative 3	Alternative 4
	As originally proposed on April 24, 2024 per Board's Request of using Year 2 Rates from the 2023 Study	Water Rates Based on Year 3 of the 2023 Study (except admin fee remains at Year 2 levels); Sewer Rates Remain at Year 2 Levels	Alternative 1 with Additional Flat Fee for Reserve Fund.	Alternative 2 with Additional Flat Fee for Reserve Fund
<b>Water Rate Revenue</b>				
Base Fee:	2,036,836	2,183,488	2,036,836	2,183,488.0
Admin Fee:	239,467	239,467	239,467	239,467.0
Water CIP:	1,980,330	2,272,546	1,980,330	2,272,546.0
Consumption:	2,200,423	2,301,428	2,200,423	2,301,428.0
T1:	283,176	297,016	283,176	297,016.0
T2:	241,788	256,387	241,788	256,387.0
Defensible Space:	51,165	51,165	51,165	51,165
Reduced Revenue Estimate Due to July 2024 Implementation Instead of June 2024 (Base Fees Only):	0	(36,000)	0	(36,000)
<b>Total Water Rate Revenue</b>	<b>7,033,185</b>	<b>7,565,497</b>	<b>7,033,185</b>	<b>7,565,496.5</b>
<b>Sewer Rate Revenue</b>				
Base Fee:	3,747,829	3,747,829	3,747,829	3,747,829
Admin Fee:	234,617	234,617	234,617	234,617
Sewer CIP:	3,229,294	3,229,294	3,229,294	3,229,294
Consumption:	1,893,179	1,893,179	1,893,179	1,893,179
Defensible Space:	51,165	51,165	51,165	51,165
<b>Total Sewer Rate Revenue</b>	<b>9,156,084</b>	<b>9,156,084</b>	<b>9,156,084</b>	<b>9,156,084</b>
<b>Fixed Fee Revenue</b>				
HHW Fee (Proposed):	119,871	119,871	119,871	119,871
Restricted Reserve Fund Fee:	0	0	2,195,840	1,663,407
<b>Total Rate Revenue</b>	<b>16,309,139</b>	<b>16,841,451</b>	<b>18,504,979</b>	<b>18,504,858</b>
Base Rates	115.30	119.34	115.30	119.34
HHW Fee	1.34	1.34	1.34	1.34
Restricted Reserve Fund Fee	0	0	24.58	18.62
<b>Total Base Rate</b>	<b>116.64</b>	<b>120.68</b>	<b>141.22</b>	<b>139.30</b>
	<i>Note: Currently the base rate is \$106.03 in FY 2024</i>			
Water Rate Average Increase Residential Customer	8.5%	15.7%	8.5%	15.7%
Sewer Rate Average Increase Residential Customer	8.0%	8.0%	8.0%	8.0%
	<i>Note: Average increase calculation does not include fixed fees</i>			
Estimated Increase in revenue to Water Net sources or Uses	0	532,312	2,195,840	2,195,719
Estimated Increase in revenue to Sewer Net sources or Uses	0	0	0	0



## SEWER - SCHEDULE OF SERVICE CHARGES

Rate Alternative 1 - As Proposed for Adoption on 7/10/2024, Resolution No. 1908

*No changes to Sewer Connection and Sewer Retroactive Capital Improvement Fees*

Residential & 3/4" Service Rates (CAF = 1)	
Sewer Base x CAF x Users	\$36.50
Sewer Capital Improv x CAF x Users	\$31.45
Sewer Admin Fee per Account	\$4.66
<b>3/4" Base Monthly Invoice</b>	<b>\$72.61</b>
3/4" Sewer Connection**	\$3,620
3/4" Sewer Retroactive Capital Improv**	\$2,170

1" Service Rates (CAF = 1.67)	
Sewer Base x CAF x Users	\$60.96
Sewer Capital Improv x CAF x Users	\$52.52
Sewer Admin Fee per Account	\$4.66
<b>1" Base Monthly Invoice</b>	<b>\$118.14</b>
1" Sewer Connection**	\$6,040
1" Sewer Retroactive Capital Improv**	\$3,630

1.5" Service Rates (CAF = 3.33)	
Sewer Base x CAF x Users	\$121.55
Sewer Capital Improv x CAF x Users	\$104.73
Sewer Admin Fee per Account	\$4.66
<b>1.5" Base Monthly Invoice</b>	<b>\$230.93</b>
1.5" Sewer Connection**	\$12,050
1.5" Sewer Retroactive Capital Improv**	\$7,240

2" Service Rates (CAF = 5.33)	
Sewer Base x CAF x Users	\$194.55
Sewer Capital Improv x CAF x Users	\$167.63
Sewer Admin Fee per Account	\$4.66
<b>2" Base Monthly Invoice</b>	<b>\$366.83</b>
2" Sewer Connection**	\$19,280
2" Sewer Retroactive Capital Improv**	\$11,580

3" Service Rates (CAF = 10)	
Sewer Base x CAF x Users	\$365.00
Sewer Capital Improv x CAF x Users	\$314.50
Sewer Admin Fee per Account	\$4.66
<b>3" Base Monthly Invoice</b>	<b>\$684.16</b>
3" Sewer Connection**	\$36,180
3" Sewer Retroactive Capital Improv**	\$21,730

4" Service Rates (CAF = 16.67)	
Sewer Base x CAF x Users	\$608.46
Sewer Capital Improv x CAF x Users	\$524.27
Sewer Admin Fee per Account	\$4.66
<b>4" Base Monthly Invoice</b>	<b>\$1,137.39</b>
4" Sewer Connection**	\$60,310
4" Sewer Retroactive Capital Improv**	\$36,220

6" Service Rates (CAF = 33.33)	
Sewer Base x CAF x Users	\$1,216.55
Sewer Capital Improv x CAF x Users	\$1,048.23
Sewer Admin Fee per Account	\$4.66
<b>6" Base Monthly Invoice</b>	<b>\$2,269.43</b>
6" Sewer Connection**	\$120,570
6" Sewer Retroactive Capital Improv**	\$72,420

8" Service Rates (CAF = 53.33)	
Sewer Base x CAF x Users	\$1,946.55
Sewer Capital Improv x CAF x Users	\$1,677.23
Sewer Admin Fee per Account	\$4.66
<b>8" Base Monthly Invoice</b>	<b>\$3,628.43</b>
8" Sewer Connection**	\$192,930
8" Sewer Retroactive Capital Improv**	\$115,880

10" Service Rates (CAF = 76.67)	
Sewer Base x CAF x Users	\$2,798.46
Sewer Capital Improv x CAF x Users	\$2,411.27
Sewer Admin Fee per Account	\$4.66
<b>10" Base Monthly Invoice</b>	<b>\$5,214.39</b>
10" Sewer Connection**	\$277,290
10" Sewer Retroactive Capital Improv**	\$166,550

Sewer Use Rates	
<b>Residential Customer Type*</b>	
Sewer Use	\$5.37/1000 gallons
<b>Commercial Customer Type</b>	
Sewer Use Commercial	\$6.35/1000 gallons

\* **Residential Variable Sewer Costs:** Variable sewer costs for residential customers are based on monthly water use as follows: During the non-irrigation months (December through April), the variable sewer cost is calculated using the metered water use value. During irrigation billing months (May through November), the variable sewer cost shall be the lesser of the metered water use value or the non-irrigation months' average metered water use. The non-irrigation months' average shall not be set at a value less than 3,000 gallons.

\*\* Sewer Connection and Sewer Retroactive Capital Improvement Charges are based on water service size for billing purposes.



## WATER - SCHEDULE OF SERVICE CHARGES

Rate Alternative 1 - As Proposed for Adoption on 7/10/2024, Resolution No. 1908

*No changes to Water Connection and Water Retroactive Capital Improvement Fees*

Residential & 3/4" Service Rates (CAF = 1)	
Water Base x CAF x Users	\$18.75
Water Capital Improv x CAF x Users	\$18.23
Water Admin Fee per Account	\$4.66
Defensible Space x Users	\$1.05
Household Hazardous Waste x Users***	\$1.34
<b>3/4" Base Monthly Invoice</b>	<b>\$44.03</b>
3/4" Water Connection	\$1,800
3/4" Water Retroactive Capital Improv	\$2,060

1" Service Rates (CAF = 1.67)	
Water Base x CAF x Users	\$31.31
Water Capital Improv x CAF x Users	\$30.44
Water Admin Fee per Account	\$4.66
Defensible Space x Users	\$1.05
Household Hazardous Waste x Users***	\$1.34
<b>1" Base Monthly Invoice</b>	<b>\$68.81</b>
1" Water Connection	\$3,010
1" Water Retroactive Capital Improv	\$3,440

1.5" Service Rates (CAF = 3.33)	
Water Base x CAF x Users	\$62.44
Water Capital Improv x CAF x Users	\$60.70
Water Admin Fee per Account	\$4.66
Defensible Space x Users	\$1.05
Household Hazardous Waste x Users***	\$1.34
<b>1.5" Base Monthly Invoice</b>	<b>\$130.18</b>
1.5" Water Connection	\$6,000
1.5" Water Retroactive Capital Improv	\$6,860

2" Service Rates (CAF = 5.33)	
Water Base x CAF x Users	\$99.94
Water Capital Improv x CAF x Users	\$97.16
Water Admin Fee per Account	\$4.66
Defensible Space x Users	\$1.05
Household Hazardous Waste x Users***	\$1.34
<b>2" Base Monthly Invoice</b>	<b>\$204.14</b>
2" Water Connection	\$9,610
2" Water Retroactive Capital Improv	\$10,980

3" Service Rates (CAF = 10)	
Water Base x CAF x Users	\$187.50
Water Capital Improv x CAF x Users	\$182.29
Water Admin Fee per Account	\$4.66
Defensible Space x Users	\$1.05
Household Hazardous Waste x Users***	\$1.34
<b>3" Base Monthly Invoice</b>	<b>\$376.84</b>
3" Water Connection	\$18,030
3" Water Retroactive Capital Improv	\$20,610

4" Service Rates (CAF = 16.67)	
Water Base x CAF x Users	\$312.56
Water Capital Improv x CAF x Users	\$303.88
Water Admin Fee per Account	\$4.66
Defensible Space x Users	\$1.05
Household Hazardous Waste x Users***	\$1.34
<b>4" Base Monthly Invoice</b>	<b>\$623.50</b>
4" Water Connection	\$30,060
4" Water Retroactive Capital Improv	\$34,350

6" Service Rates (CAF = 33.33)	
Water Base x CAF x Users	\$624.94
Water Capital Improv x CAF x Users	\$607.59
Water Admin Fee per Account	\$4.66
Defensible Space x Users	\$1.05
Household Hazardous Waste x Users***	\$1.34
<b>6" Base Monthly Invoice</b>	<b>\$1,239.57</b>
6" Water Connection	\$60,100
6" Water Retroactive Capital Improv	\$68,690

8" Service Rates (CAF = 53.33)	
Water Base x CAF x Users	\$999.94
Water Capital Improv x CAF x Users	\$972.18
Water Admin Fee per Account	\$4.66
Defensible Space x Users	\$1.05
Household Hazardous Waste x Users***	\$1.34
<b>8" Base Monthly Invoice</b>	<b>\$1,979.16</b>
8" Water Connection	\$96,160
8" Water Retroactive Capital Improv	\$109,900

10" Service Rates (CAF = 76.67)	
Water Base x CAF x Users	\$1,437.56
Water Capital Improv x CAF x Users	\$1,397.65
Water Admin Fee per Account	\$4.66
Defensible Space x Users	\$1.05
Household Hazardous Waste x Users***	\$1.34
<b>10" Base Monthly Invoice</b>	<b>\$2,842.27</b>
10" Water Connection	\$138,220
10" Water Retroactive Capital Improv	\$157,960

Water Use Rates	
<b>Residential and Commercial Customer Types</b>	
Water Use	\$2.15/1000 gallons
Excess Water Tier 1 > 20K x CAF x Users	\$3.44/1000 gallons
Excess Water Tier 2 > 60K x CAF x Users	\$4.01/1000 gallons
<b>Irrigation Customer Type</b>	
Water Use	\$2.90/1000 gallons
Excess Water Tier 1 > 20K x CAF x Users	\$4.64/1000 gallons
Excess Water Tier 2 > 60K x CAF x Users	\$5.41/1000 gallons

\*\*\* The fixed fee applies only to the fiscal year 2025.

## FEE SCHEDULE

**Rate Alternative 1 - As Proposed for Adoption on 7/10/2024, Resolution No. 1908**

Fee Schedule	
Sewage Drop-off at Treatment Plant	\$85/per 1,000 gal
Backflow Inspections - up to 1 hr labor	\$75/per device Repairs at cost
Plan Check Fees	\$100/hour
Inspection Fees	\$100/hour
Upgraded Meter, Register or Transponder	Billed at cost
Service Calls - 1/2 hour minimum with equipment billed at cost	\$45/per half hour
Tampering with Equipment	\$100 minimum Repairs at cost
Water Waste Penalty	\$100
Hydrant Meter Rental Charges	\$1,500/deposit \$45/month
1" Meter Rental Charges	\$230/deposit \$20/month
3/4" Meter Rental Charges	\$140/deposit \$15/month
Bulk Water for Construction	\$2.15/per 1,000 gal
Violation of air-gap on truck fill-up	\$500
Returned Check Fee	\$25
Posting Service Charge	\$20
Waste Management Bad Debt Fee	\$25
Compliance Appointment No-Show Fee	\$20
Mainline Tapping, if performed by IVGID	Cost plus 15%



### SEWER - SCHEDULE OF SERVICE CHARGES

Rate Alternative 2 - As Proposed for Adoption on 7/10/2024, Resolution No. 1908

*No changes to Sewer Connection and Sewer Retroactive Capital Improvement Fees*

Residential & 3/4" Service Rates (CAF = 1)	
Sewer Base x CAF x Users	\$36.50
Sewer Capital Improv x CAF x Users	\$31.45
Sewer Admin Fee per Account	\$4.66
<b>3/4" Base Monthly Invoice</b>	<b>\$72.61</b>
3/4" Sewer Connection**	\$3,620
3/4" Sewer Retroactive Capital Improv**	\$2,170

1" Service Rates (CAF = 1.67)	
Sewer Base x CAF x Users	\$60.96
Sewer Capital Improv x CAF x Users	\$52.52
Sewer Admin Fee per Account	\$4.66
<b>1" Base Monthly Invoice</b>	<b>\$118.14</b>
1" Sewer Connection**	\$6,040
1" Sewer Retroactive Capital Improv**	\$3,630

1.5" Service Rates (CAF = 3.33)	
Sewer Base x CAF x Users	\$121.55
Sewer Capital Improv x CAF x Users	\$104.73
Sewer Admin Fee per Account	\$4.66
<b>1.5" Base Monthly Invoice</b>	<b>\$230.93</b>
1.5" Sewer Connection**	\$12,050
1.5" Sewer Retroactive Capital Improv**	\$7,240

2" Service Rates (CAF = 5.33)	
Sewer Base x CAF x Users	\$194.55
Sewer Capital Improv x CAF x Users	\$167.63
Sewer Admin Fee per Account	\$4.66
<b>2" Base Monthly Invoice</b>	<b>\$366.83</b>
2" Sewer Connection**	\$19,280
2" Sewer Retroactive Capital Improv**	\$11,580

3" Service Rates (CAF = 10)	
Sewer Base x CAF x Users	\$365.00
Sewer Capital Improv x CAF x Users	\$314.50
Sewer Admin Fee per Account	\$4.66
<b>3" Base Monthly Invoice</b>	<b>\$684.16</b>
3" Sewer Connection**	\$36,180
3" Sewer Retroactive Capital Improv**	\$21,730

4" Service Rates (CAF = 16.67)	
Sewer Base x CAF x Users	\$608.46
Sewer Capital Improv x CAF x Users	\$524.27
Sewer Admin Fee per Account	\$4.66
<b>4" Base Monthly Invoice</b>	<b>\$1,137.39</b>
4" Sewer Connection**	\$60,310
4" Sewer Retroactive Capital Improv**	\$36,220

6" Service Rates (CAF = 33.33)	
Sewer Base x CAF x Users	\$1,216.55
Sewer Capital Improv x CAF x Users	\$1,048.23
Sewer Admin Fee per Account	\$4.66
<b>6" Base Monthly Invoice</b>	<b>\$2,269.43</b>
6" Sewer Connection**	\$120,570
6" Sewer Retroactive Capital Improv**	\$72,420

8" Service Rates (CAF = 53.33)	
Sewer Base x CAF x Users	\$1,946.55
Sewer Capital Improv x CAF x Users	\$1,677.23
Sewer Admin Fee per Account	\$4.66
<b>8" Base Monthly Invoice</b>	<b>\$3,628.43</b>
8" Sewer Connection**	\$192,930
8" Sewer Retroactive Capital Improv**	\$115,880

10" Service Rates (CAF = 76.67)	
Sewer Base x CAF x Users	\$2,798.46
Sewer Capital Improv x CAF x Users	\$2,411.27
Sewer Admin Fee per Account	\$4.66
<b>10" Base Monthly Invoice</b>	<b>\$5,214.39</b>
10" Sewer Connection**	\$277,290
10" Sewer Retroactive Capital Improv**	\$166,550

Sewer Use Rates	
<b>Residential Customer Type*</b>	
Sewer Use	\$5.37/1000 gallons
<b>Commerical Customer Type</b>	
Sewer Use Commercial	\$6.35/1000 gallons

\* **Residential Variable Sewer Costs:** Variable sewer costs for residential customers are based on monthly water use as follows: During the non-irrigation months (December through April), the variable sewer cost is calculated using the metered water use value. During irrigation billing months (May through November), the variable sewer cost shall be the lesser of the metered water use value or the non-irrigation months' average metered water use. The non-irrigation months' average shall not be set at a value less than 3,000 gallons.

\*\* Sewer Connection and Sewer Retroactive Capital Improvement Charges are based on water service size for billing purposes.



## WATER - SCHEDULE OF SERVICE CHARGES

Rate Alternative 2 - As Proposed for Adoption on 7/10/2024, Resolution No. 1908

*No changes to Water Connection and Water Retroactive Capital Improvement Fees*

Residential & 3/4" Service Rates (CAF = 1)	
Water Base x CAF x Users	\$20.10
Water Capital Improv x CAF x Users	\$20.92
Water Admin Fee per Account	\$4.66
Defensible Space x Users	\$1.05
Household Hazardous Waste x Users***	\$1.34
<b>3/4" Base Monthly Invoice</b>	<b>\$48.07</b>
3/4" Water Connection	\$1,800
3/4" Water Retroactive Capital Improv	\$2,060

1" Service Rates (CAF = 1.67)	
Water Base x CAF x Users	\$33.57
Water Capital Improv x CAF x Users	\$34.93
Water Admin Fee per Account	\$4.66
Defensible Space x Users	\$1.05
Household Hazardous Waste x Users***	\$1.34
<b>1" Base Monthly Invoice</b>	<b>\$75.55</b>
1" Water Connection	\$3,010
1" Water Retroactive Capital Improv	\$3,440

1.5" Service Rates (CAF = 3.33)	
Water Base x CAF x Users	\$66.93
Water Capital Improv x CAF x Users	\$69.66
Water Admin Fee per Account	\$4.66
Defensible Space x Users	\$1.05
Household Hazardous Waste x Users***	\$1.34
<b>1.5" Base Monthly Invoice</b>	<b>\$143.65</b>
1.5" Water Connection	\$6,000
1.5" Water Retroactive Capital Improv	\$6,860

2" Service Rates (CAF = 5.33)	
Water Base x CAF x Users	\$107.13
Water Capital Improv x CAF x Users	\$111.50
Water Admin Fee per Account	\$4.66
Defensible Space x Users	\$1.05
Household Hazardous Waste x Users***	\$1.34
<b>2" Base Monthly Invoice</b>	<b>\$225.69</b>
2" Water Connection	\$9,610
2" Water Retroactive Capital Improv	\$10,980

3" Service Rates (CAF = 10)	
Water Base x CAF x Users	\$201.00
Water Capital Improv x CAF x Users	\$209.19
Water Admin Fee per Account	\$4.66
Defensible Space x Users	\$1.05
Household Hazardous Waste x Users***	\$1.34
<b>3" Base Monthly Invoice</b>	<b>\$417.24</b>
3" Water Connection	\$18,030
3" Water Retroactive Capital Improv	\$20,610

4" Service Rates (CAF = 16.67)	
Water Base x CAF x Users	\$335.07
Water Capital Improv x CAF x Users	\$348.72
Water Admin Fee per Account	\$4.66
Defensible Space x Users	\$1.05
Household Hazardous Waste x Users***	\$1.34
<b>4" Base Monthly Invoice</b>	<b>\$690.84</b>
4" Water Connection	\$30,060
4" Water Retroactive Capital Improv	\$34,350

6" Service Rates (CAF = 33.33)	
Water Base x CAF x Users	\$669.93
Water Capital Improv x CAF x Users	\$697.22
Water Admin Fee per Account	\$4.66
Defensible Space x Users	\$1.05
Household Hazardous Waste x Users***	\$1.34
<b>6" Base Monthly Invoice</b>	<b>\$1,374.20</b>
6" Water Connection	\$60,100
6" Water Retroactive Capital Improv	\$68,690

8" Service Rates (CAF = 53.33)	
Water Base x CAF x Users	\$1,071.93
Water Capital Improv x CAF x Users	\$1,115.60
Water Admin Fee per Account	\$4.66
Defensible Space x Users	\$1.05
Household Hazardous Waste x Users***	\$1.34
<b>8" Base Monthly Invoice</b>	<b>\$2,194.58</b>
8" Water Connection	\$96,160
8" Water Retroactive Capital Improv	\$109,900

10" Service Rates (CAF = 76.67)	
Water Base x CAF x Users	\$1,541.07
Water Capital Improv x CAF x Users	\$1,603.84
Water Admin Fee per Account	\$4.66
Defensible Space x Users	\$1.05
Household Hazardous Waste x Users***	\$1.34
<b>10" Base Monthly Invoice</b>	<b>\$3,151.96</b>
10" Water Connection	\$138,220
10" Water Retroactive Capital Improv	\$157,960

Water Use Rates	
<b>Residential and Commerical Customer Types</b>	
Water Use	\$2.22/1000 gallons
Excess Water Tier 1 > 20K x CAF x Users	\$3.55/1000 gallons
Excess Water Tier 2 > 60K x CAF x Users	\$4.14/1000 gallons
<b>Irrigation Customer Type</b>	
Water Use	\$3.15/1000 gallons
Excess Water Tier 1 > 20K x CAF x Users	\$5.04/1000 gallons
Excess Water Tier 2 > 60K x CAF x Users	\$5.87/1000 gallons

\*\*\* The fixed fee applies only to the fiscal year 2025.



### FEE SCHEDULE

Rate Alternative 2 - As Proposed for Adoption on 7/10/2024, Resolution No. 1908

Fee Schedule	
Sewage Drop-off at Treatment Plant	\$85/per 1,000 gal
Backflow Inspections - up to 1 hr labor	\$75/per device
	Repairs at cost
Plan Check Fees	\$100/hour
Inspection Fees	\$100/hour
Upgraded Meter, Register or Transponder	Billed at cost
Service Calls - 1/2 hour minimum with equipment billed at cost	\$45/per half hour
Tampering with Equipment	\$100 minimum
	Repairs at cost
Water Waste Penalty	\$100
Hydrant Meter Rental Charges	\$1,500/deposit \$45/month
1" Meter Rental Charges	\$230/deposit \$20/month
3/4" Meter Rental Charges	\$140/deposit \$15/month
Bulk Water for Construction	\$2.15/per 1,000 gal
Violation of air-gap on truck fill-up	\$500
Returned Check Fee	\$25
Posting Service Charge	\$20
Mainline Tapping, if performed by IVGID	Cost plus 15%
Mainline Tapping, if performed by IVGID	Cost plus 15%

**SEWER - SCHEDULE OF SERVICE CHARGES**

Rate Alternative 3 - As Proposed for Adoption on 7/10/2024, Resolution No. 1908

*No changes to Sewer Connection and Sewer Retroactive Capital Improvement Fees*

Residential & 3/4" Service Rates (CAF = 1)	
Sewer Base x CAF x Users	\$36.50
Sewer Capital Improv x CAF x Users	\$31.45
Sewer Admin Fee per Account	\$4.66
<b>3/4" Base Monthly Invoice</b>	<b>\$72.61</b>
3/4" Sewer Connection**	\$3,620
3/4" Sewer Retroactive Capital Improv**	\$2,170

1.5" Service Rates (CAF = 3.33)	
Sewer Base x CAF x Users	\$121.55
Sewer Capital Improv x CAF x Users	\$104.73
Sewer Admin Fee per Account	\$4.66
<b>1.5" Base Monthly Invoice</b>	<b>\$230.93</b>
1.5" Sewer Connection**	\$12,050
1.5" Sewer Retroactive Capital Improv**	\$7,240

3" Service Rates (CAF = 10)	
Sewer Base x CAF x Users	\$365.00
Sewer Capital Improv x CAF x Users	\$314.50
Sewer Admin Fee per Account	\$4.66
<b>3" Base Monthly Invoice</b>	<b>\$684.16</b>
3" Sewer Connection**	\$36,180
3" Sewer Retroactive Capital Improv**	\$21,730

6" Service Rates (CAF = 33.33)	
Sewer Base x CAF x Users	\$1,216.55
Sewer Capital Improv x CAF x Users	\$1,048.23
Sewer Admin Fee per Account	\$4.66
<b>6" Base Monthly Invoice</b>	<b>\$2,269.43</b>
6" Sewer Connection**	\$120,570
6" Sewer Retroactive Capital Improv**	\$72,420

10" Service Rates (CAF = 76.67)	
Sewer Base x CAF x Users	\$2,798.46
Sewer Capital Improv x CAF x Users	\$2,411.27
Sewer Admin Fee per Account	\$4.66
<b>10" Base Monthly Invoice</b>	<b>\$5,214.39</b>
10" Sewer Connection**	\$277,290
10" Sewer Retroactive Capital Improv**	\$166,550

Sewer Use Rates	
<b>Residential Customer Type*</b>	
Sewer Use	\$5.37/1000 gallons
<b>Commerical Customer Type</b>	
Sewer Use Commercial	\$6.35/1000 gallons

1" Service Rates (CAF = 1.67)	
Sewer Base x CAF x Users	\$60.96
Sewer Capital Improv x CAF x Users	\$52.52
Sewer Admin Fee per Account	\$4.66
<b>1" Base Monthly Invoice</b>	<b>\$118.14</b>
1" Sewer Connection**	\$6,040
1" Sewer Retroactive Capital Improv**	\$3,630

2" Service Rates (CAF = 5.33)	
Sewer Base x CAF x Users	\$194.55
Sewer Capital Improv x CAF x Users	\$167.63
Sewer Admin Fee per Account	\$4.66
<b>2" Base Monthly Invoice</b>	<b>\$366.83</b>
2" Sewer Connection**	\$19,280
2" Sewer Retroactive Capital Improv**	\$11,580

4" Service Rates (CAF = 16.67)	
Sewer Base x CAF x Users	\$608.46
Sewer Capital Improv x CAF x Users	\$524.27
Sewer Admin Fee per Account	\$4.66
<b>4" Base Monthly Invoice</b>	<b>\$1,137.39</b>
4" Sewer Connection**	\$60,310
4" Sewer Retroactive Capital Improv**	\$36,220

8" Service Rates (CAF = 53.33)	
Sewer Base x CAF x Users	\$1,946.55
Sewer Capital Improv x CAF x Users	\$1,677.23
Sewer Admin Fee per Account	\$4.66
<b>8" Base Monthly Invoice</b>	<b>\$3,628.43</b>
8" Sewer Connection**	\$192,930
8" Sewer Retroactive Capital Improv**	\$115,880

\* **Residential Variable Sewer Costs:** Variable sewer costs for residential customers are based on monthly water use as follows: During the non-irrigation months (December through April), the variable sewer cost is calculated using the metered water use value. During irrigation billing months (May through November), the variable sewer cost shall be the lesser of the metered water use value or the non-irrigation months' average metered water use. The non-irrigation months' average shall not be set at a value less than 3,000 gallons.

\*\* Sewer Connection and Sewer Retroactive Capital Improvement Charges are based on water service size for billing purposes.

**WATER - SCHEDULE OF SERVICE CHARGES**

Rate Alternative 3 - As Proposed for Adoption on 7/10/2024, Resolution No. 1908

*No changes to Water Connection and Water Retroactive Capital Improvement Fees*

Residential & 3/4" Service Rates (CAF = 1)	
Water Base x CAF x Users	\$18.75
Water Capital Improv x CAF x Users	\$18.23
Water Admin Fee per Account	\$4.66
Defensible Space x Users	\$1.05
Household Hazardous Waste x Users***	\$1.34
Restricted Reserve Fund Fee x Users***	\$24.58
<b>3/4" Base Monthly Invoice</b>	<b>\$68.61</b>
3/4" Water Connection	\$1,800
3/4" Water Retroactive Capital Improv	\$2,060

1" Service Rates (CAF = 1.67)	
Water Base x CAF x Users	\$31.31
Water Capital Improv x CAF x Users	\$30.44
Water Admin Fee per Account	\$4.66
Defensible Space x Users	\$1.05
Household Hazardous Waste x Users***	\$1.34
Restricted Reserve Fund Fee x Users***	\$24.58
<b>1" Base Monthly Invoice</b>	<b>\$93.39</b>
1" Water Connection	\$3,010
1" Water Retroactive Capital Improv	\$3,440

1.5" Service Rates (CAF = 3.33)	
Water Base x CAF x Users	\$62.44
Water Capital Improv x CAF x Users	\$60.70
Water Admin Fee per Account	\$4.66
Defensible Space x Users	\$1.05
Household Hazardous Waste x Users***	\$1.34
Restricted Reserve Fund Fee x Users***	\$24.58
<b>1.5" Base Monthly Invoice</b>	<b>\$154.76</b>
1.5" Water Connection	\$6,000
1.5" Water Retroactive Capital Improv	\$6,860

2" Service Rates (CAF = 5.33)	
Water Base x CAF x Users	\$99.94
Water Capital Improv x CAF x Users	\$97.16
Water Admin Fee per Account	\$4.66
Defensible Space x Users	\$1.05
Household Hazardous Waste x Users***	\$1.34
Restricted Reserve Fund Fee x Users***	\$24.58
<b>2" Base Monthly Invoice</b>	<b>\$228.72</b>
2" Water Connection	\$9,610
2" Water Retroactive Capital Improv	\$10,980

3" Service Rates (CAF = 10)	
Water Base x CAF x Users	\$187.50
Water Capital Improv x CAF x Users	\$182.29
Water Admin Fee per Account	\$4.66
Defensible Space x Users	\$1.05
Household Hazardous Waste x Users***	\$1.34
Restricted Reserve Fund Fee x Users***	\$24.58
<b>3" Base Monthly Invoice</b>	<b>\$401.42</b>
3" Water Connection	\$18,030
3" Water Retroactive Capital Improv	\$20,610

4" Service Rates (CAF = 16.67)	
Water Base x CAF x Users	\$312.56
Water Capital Improv x CAF x Users	\$303.88
Water Admin Fee per Account	\$4.66
Defensible Space x Users	\$1.05
Household Hazardous Waste x Users***	\$1.34
Restricted Reserve Fund Fee x Users***	\$24.58
<b>4" Base Monthly Invoice</b>	<b>\$648.08</b>
4" Water Connection	\$30,060
4" Water Retroactive Capital Improv	\$34,350

6" Service Rates (CAF = 33.33)	
Water Base x CAF x Users	\$624.94
Water Capital Improv x CAF x Users	\$607.59
Water Admin Fee per Account	\$4.66
Defensible Space x Users	\$1.05
Household Hazardous Waste x Users***	\$1.34
Restricted Reserve Fund Fee x Users***	\$24.58
<b>6" Base Monthly Invoice</b>	<b>\$1,264.15</b>
6" Water Connection	\$60,100
6" Water Retroactive Capital Improv	\$68,690

8" Service Rates (CAF = 53.33)	
Water Base x CAF x Users	\$999.94
Water Capital Improv x CAF x Users	\$972.18
Water Admin Fee per Account	\$4.66
Defensible Space x Users	\$1.05
Household Hazardous Waste x Users***	\$1.34
Restricted Reserve Fund Fee x Users***	\$24.58
<b>8" Base Monthly Invoice</b>	<b>\$2,003.74</b>
8" Water Connection	\$96,160
8" Water Retroactive Capital Improv	\$109,900

10" Service Rates (CAF = 76.67)	
Water Base x CAF x Users	\$1,437.56
Water Capital Improv x CAF x Users	\$1,397.65
Water Admin Fee per Account	\$4.66
Defensible Space x Users	\$1.05
Household Hazardous Waste x Users***	\$1.34
Restricted Reserve Fund Fee x Users***	\$24.58
<b>10" Base Monthly Invoice</b>	<b>\$2,866.85</b>
10" Water Connection	\$138,220
10" Water Retroactive Capital Improv	\$157,960

Water Use Rates	
<b>Residential and Commercial Customer Types</b>	
Water Use	\$2.15/1000 gallons
Excess Water Tier 1 > 20K x CAF x Users	\$3.44/1000 gallons
Excess Water Tier 2 > 60K x CAF x Users	\$4.01/1000 gallons
<b>Irrigation Customer Type</b>	
Water Use	\$2.90/1000 gallons
Excess Water Tier 1 > 20K x CAF x Users	\$4.64/1000 gallons
Excess Water Tier 2 > 60K x CAF x Users	\$5.41/1000 gallons

\*\*\* The fixed fee applies only to the fiscal year 2025.



### FEE SCHEDULE

Rate Alternative 3 - As Proposed for Adoption on 7/10/2024, Resolution No. 1908

Fee Schedule	
Sewage Drop-off at Treatment Plant	\$85/per 1,000 gal
Backflow Inspections - up to 1 hr labor	\$75/per device
	Repairs at cost
Plan Check Fees	\$100/hour
Inspection Fees	\$100/hour
Upgraded Meter, Register or Transponder	Billed at cost
Service Calls - 1/2 hour minimum with equipment billed at cost	\$45/per half hour
Tampering with Equipment	\$100 minimum
	Repairs at cost
Water Waste Penalty	\$100
Hydrant Meter Rental Charges	\$1,500/deposit
	\$45/month
1" Meter Rental Charges	\$230/deposit
	\$20/month
3/4" Meter Rental Charges	\$140/deposit
	\$15/month
Bulk Water for Construction	\$2.15/per 1,000 gal
Violation of air-gap on truck fill-up	\$500
Returned Check Fee	\$25
Posting Service Charge	\$20
Waste Management Bad Debt Fee	\$25
Compliance Appointment No-Show Fee	\$20
Mainline Tapping, if performed by IVGID	Cost plus 15%



### SEWER - SCHEDULE OF SERVICE CHARGES

Rate Alternative 4 - As Proposed for Adoption on 7/10/2024, Resolution No. 1908

No changes to Sewer Connection and Sewer Retroactive Capital Improvement Fees

Residential & 3/4" Service Rates (CAF = 1)	
Sewer Base x CAF x Users	\$36.50
Sewer Capital Improv x CAF x Users	\$31.45
Sewer Admin Fee per Account	\$4.66
<b>3/4" Base Monthly Invoice</b>	<b>\$72.61</b>
3/4" Sewer Connection**	\$3,620
3/4" Sewer Retroactive Capital Improv**	\$2,170

1" Service Rates (CAF = 1.67)	
Sewer Base x CAF x Users	\$60.96
Sewer Capital Improv x CAF x Users	\$52.52
Sewer Admin Fee per Account	\$4.66
<b>1" Base Monthly Invoice</b>	<b>\$118.14</b>
1" Sewer Connection**	\$6,040
1" Sewer Retroactive Capital Improv**	\$3,630

1.5" Service Rates (CAF = 3.33)	
Sewer Base x CAF x Users	\$121.55
Sewer Capital Improv x CAF x Users	\$104.73
Sewer Admin Fee per Account	\$4.66
<b>1.5" Base Monthly Invoice</b>	<b>\$230.93</b>
1.5" Sewer Connection**	\$12,050
1.5" Sewer Retroactive Capital Improv**	\$7,240

2" Service Rates (CAF = 5.33)	
Sewer Base x CAF x Users	\$194.55
Sewer Capital Improv x CAF x Users	\$167.63
Sewer Admin Fee per Account	\$4.66
<b>2" Base Monthly Invoice</b>	<b>\$366.83</b>
2" Sewer Connection**	\$19,280
2" Sewer Retroactive Capital Improv**	\$11,580

3" Service Rates (CAF = 10)	
Sewer Base x CAF x Users	\$365.00
Sewer Capital Improv x CAF x Users	\$314.50
Sewer Admin Fee per Account	\$4.66
<b>3" Base Monthly Invoice</b>	<b>\$684.16</b>
3" Sewer Connection**	\$36,180
3" Sewer Retroactive Capital Improv**	\$21,730

4" Service Rates (CAF = 16.67)	
Sewer Base x CAF x Users	\$608.46
Sewer Capital Improv x CAF x Users	\$524.27
Sewer Admin Fee per Account	\$4.66
<b>4" Base Monthly Invoice</b>	<b>\$1,137.39</b>
4" Sewer Connection**	\$60,310
4" Sewer Retroactive Capital Improv**	\$36,220

6" Service Rates (CAF = 33.33)	
Sewer Base x CAF x Users	\$1,216.55
Sewer Capital Improv x CAF x Users	\$1,048.23
Sewer Admin Fee per Account	\$4.66
<b>6" Base Monthly Invoice</b>	<b>\$2,269.43</b>
6" Sewer Connection**	\$120,570
6" Sewer Retroactive Capital Improv**	\$72,420

8" Service Rates (CAF = 53.33)	
Sewer Base x CAF x Users	\$1,946.55
Sewer Capital Improv x CAF x Users	\$1,677.23
Sewer Admin Fee per Account	\$4.66
<b>8" Base Monthly Invoice</b>	<b>\$3,628.43</b>
8" Sewer Connection**	\$192,930
8" Sewer Retroactive Capital Improv**	\$115,880

10" Service Rates (CAF = 76.67)	
Sewer Base x CAF x Users	\$2,798.46
Sewer Capital Improv x CAF x Users	\$2,411.27
Sewer Admin Fee per Account	\$4.66
<b>10" Base Monthly Invoice</b>	<b>\$5,214.39</b>
10" Sewer Connection**	\$277,290
10" Sewer Retroactive Capital Improv**	\$166,550

Sewer Use Rates	
<b>Residential Customer Type*</b>	
Sewer Use	\$5.37/1000 gallons
<b>Commerical Customer Type</b>	
Sewer Use Commercial	\$6.35/1000 gallons

\* **Residential Variable Sewer Costs:** Variable sewer costs for residential customers are based on monthly water use as follows: During the non-irrigation months (December through April), the variable sewer cost is calculated using the metered water use value. During irrigation billing months (May through November), the variable sewer cost shall be the lesser of the metered water use value or the non-irrigation months' average metered water use. The non-irrigation months' average shall not be set at a value less than 3,000 gallons.

\*\* Sewer Connection and Sewer Retroactive Capital Improvement Charges are based on water service size for billing purposes.



### WATER - SCHEDULE OF SERVICE CHARGES

Rate Alternative 4 - As Proposed for Adoption on 7/10/2024, Resolution No. 1908

*No changes to Water Connection and Water Retroactive Capital Improvement Fees*

Residential & 3/4" Service Rates (CAF = 1)	
Water Base x CAF x Users	\$20.10
Water Capital Improv x CAF x Users	\$20.92
Water Admin Fee per Account	\$4.66
Defensible Space x Users	\$1.05
Household Hazardous Waste x Users***	\$1.34
Restricted Reserve Fund Fee x Users***	\$18.62
<b>3/4" Base Monthly Invoice</b>	<b>\$66.69</b>
3/4" Water Connection	\$1,800
3/4" Water Retroactive Capital Improv	\$2,060

1.5" Service Rates (CAF = 3.33)	
Water Base x CAF x Users	\$66.93
Water Capital Improv x CAF x Users	\$69.66
Water Admin Fee per Account	\$4.66
Defensible Space x Users	\$1.05
Household Hazardous Waste x Users***	\$1.34
Restricted Reserve Fund Fee x Users***	\$18.62
<b>1.5" Base Monthly Invoice</b>	<b>\$162.27</b>
1.5" Water Connection	\$6,000
1.5" Water Retroactive Capital Improv	\$6,860

3" Service Rates (CAF = 10)	
Water Base x CAF x Users	\$201.00
Water Capital Improv x CAF x Users	\$209.19
Water Admin Fee per Account	\$4.66
Defensible Space x Users	\$1.05
Household Hazardous Waste x Users***	\$1.34
Restricted Reserve Fund Fee x Users***	\$18.62
<b>3" Base Monthly Invoice</b>	<b>\$435.86</b>
3" Water Connection	\$18,030
3" Water Retroactive Capital Improv	\$20,610

6" Service Rates (CAF = 33.33)	
Water Base x CAF x Users	\$669.93
Water Capital Improv x CAF x Users	\$697.22
Water Admin Fee per Account	\$4.66
Defensible Space x Users	\$1.05
Household Hazardous Waste x Users***	\$1.34
Restricted Reserve Fund Fee x Users***	\$18.62
<b>6" Base Monthly Invoice</b>	<b>\$1,392.82</b>
6" Water Connection	\$60,100
6" Water Retroactive Capital Improv	\$68,690

10" Service Rates (CAF = 76.67)	
Water Base x CAF x Users	\$1,541.07
Water Capital Improv x CAF x Users	\$1,603.84
Water Admin Fee per Account	\$4.66
Defensible Space x Users	\$1.05
Household Hazardous Waste x Users***	\$1.34
Restricted Reserve Fund Fee x Users***	\$18.62
<b>10" Base Monthly Invoice</b>	<b>\$3,170.58</b>
10" Water Connection	\$138,220
10" Water Retroactive Capital Improv	\$157,960

1" Service Rates (CAF = 1.67)	
Water Base x CAF x Users	\$33.57
Water Capital Improv x CAF x Users	\$34.93
Water Admin Fee per Account	\$4.66
Defensible Space x Users	\$1.05
Household Hazardous Waste x Users***	\$1.34
Restricted Reserve Fund Fee x Users***	\$18.62
<b>1" Base Monthly Invoice</b>	<b>\$94.17</b>
1" Water Connection	\$3,010
1" Water Retroactive Capital Improv	\$3,440

2" Service Rates (CAF = 5.33)	
Water Base x CAF x Users	\$107.13
Water Capital Improv x CAF x Users	\$111.50
Water Admin Fee per Account	\$4.66
Defensible Space x Users	\$1.05
Household Hazardous Waste x Users***	\$1.34
Restricted Reserve Fund Fee x Users***	\$18.62
<b>2" Base Monthly Invoice</b>	<b>\$244.31</b>
2" Water Connection	\$9,610
2" Water Retroactive Capital Improv	\$10,980

4" Service Rates (CAF = 16.67)	
Water Base x CAF x Users	\$335.07
Water Capital Improv x CAF x Users	\$348.72
Water Admin Fee per Account	\$4.66
Defensible Space x Users	\$1.05
Household Hazardous Waste x Users***	\$1.34
Restricted Reserve Fund Fee x Users***	\$18.62
<b>4" Base Monthly Invoice</b>	<b>\$709.46</b>
4" Water Connection	\$30,060
4" Water Retroactive Capital Improv	\$34,350

8" Service Rates (CAF = 53.33)	
Water Base x CAF x Users	\$1,071.93
Water Capital Improv x CAF x Users	\$1,115.60
Water Admin Fee per Account	\$4.66
Defensible Space x Users	\$1.05
Household Hazardous Waste x Users***	\$1.34
Restricted Reserve Fund Fee x Users***	\$18.62
<b>8" Base Monthly Invoice</b>	<b>\$2,213.20</b>
8" Water Connection	\$96,160
8" Water Retroactive Capital Improv	\$109,900

Water Use Rates	
<b>Residential and Commercial Customer Types</b>	
Water Use	\$2.22/1000 gallons
Excess Water Tier 1 > 20K x CAF x Users	\$3.55/1000 gallons
Excess Water Tier 2 > 60K x CAF x Users	\$4.14/1000 gallons
<b>Irrigation Customer Type</b>	
Water Use	\$3.15/1000 gallons
Excess Water Tier 1 > 20K x CAF x Users	\$5.04/1000 gallons
Excess Water Tier 2 > 60K x CAF x Users	\$5.87/1000 gallons

\*\*\* The fixed fee applies only to the fiscal year 2025.



### FEE SCHEDULE

Rate Alternative 4 - As Proposed for Adoption on 7/10/2024, Resolution No. 1908

Fee Schedule	
Sewage Drop-off at Treatment Plant	\$85/per 1,000 gal
Backflow Inspections - up to 1 hr labor	\$75/per device Repairs at cost
Plan Check Fees	\$100/hour
Inspection Fees	\$100/hour
Upgraded Meter, Register or Transponder	Billed at cost
Service Calls - 1/2 hour minimum with equipment billed at cost	\$45/per half hour
Tampering with Equipment	\$100 minimum Repairs at cost
Water Waste Penalty	\$100
Hydrant Meter Rental Charges	\$1,500/deposit \$45/month
1" Meter Rental Charges	\$230/deposit \$20/month
3/4" Meter Rental Charges	\$140/deposit \$15/month
Bulk Water for Construction	\$2.15/per 1,000 gal
Violation of air-gap on truck fill-up	\$500
Returned Check Fee	\$25
Posting Service Charge	\$20
Mainline Tapping, if performed by IVGID	Cost plus 15%
Mainline Tapping, if performed by IVGID	Cost plus 15%

**Incline Village General Improvement District  
Sewer Rate Study  
Rate Structure - Alt 1**

	<i>Present</i>	<i>Proposed</i>				
	<b>FY 2023</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>	<b>FY 2027</b>	<b>FY 2028</b>
<b>Residential</b>						
Base Charge	\$25.10	\$32.25	\$36.50	\$40.00	\$42.25	\$44.25
Capital Improvement	31.45	31.45	31.45	31.45	31.45	31.45
Admin Fee	4.23	4.44	4.66	4.90	5.14	5.40
<b>Multi-Family</b>						
Base Charge	\$25.10	\$32.25	\$36.50	\$40.00	\$42.25	\$44.25
Capital Improvement	31.45	31.45	31.45	31.45	31.45	31.45
Admin Fee	4.23	4.44	4.66	4.90	5.14	5.40
<b>Commercial</b>						
<i>Base Charge</i>						
3/4"	\$25.10	\$32.25	\$36.50	\$40.00	\$42.25	\$44.25
1"	41.92	53.86	60.96	66.80	70.56	73.90
1 1/2"	83.58	107.39	121.55	133.20	140.69	147.35
2"	133.78	171.89	194.55	213.20	225.19	235.85
3"	251.00	322.50	365.00	400.00	422.50	442.50
4"	418.42	537.61	608.46	666.80	704.31	737.65
6"	836.58	1,074.89	1,216.55	1,333.20	1,408.19	1,474.85
8"	1,338.58	1,719.89	1,946.55	2,133.20	2,253.19	2,359.85
10"	1,923.92	2,472.61	2,798.46	3,066.80	3,239.31	3,392.65
<i>Capital Improvement</i>						
3/4"	\$31.45	\$31.45	\$31.45	\$31.45	\$31.45	\$31.45
1"	52.52	52.52	52.52	52.52	52.52	52.52
1 1/2"	104.73	104.73	104.73	104.73	104.73	104.73
2"	167.63	167.63	167.63	167.63	167.63	167.63
3"	314.50	314.50	314.50	314.50	314.50	314.50
4"	524.27	524.27	524.27	524.27	524.27	524.27
6"	1,048.23	1,048.23	1,048.23	1,048.23	1,048.23	1,048.23
8"	1,677.23	1,677.23	1,677.23	1,677.23	1,677.23	1,677.23
10"	2,410.64	2,411.27	2,411.27	2,411.27	2,411.27	2,411.27
<i>Admin Fee</i>						
	\$4.23	\$4.44	\$4.66	\$4.90	\$5.14	\$5.40
<b>Sewer Use</b>						
Residential	\$4.00	\$4.75	\$5.37	\$5.88	\$6.00	\$6.22
Multi-Family	4.00	4.75	5.37	5.88	6.00	6.22
Commercial	4.70	5.60	6.35	6.95	7.10	7.37

## IVGID Water Rate Structure Chart

Source: Incline Village General Improvement District 2023 Water Sewer Rate Study (Pg. 92)

	<i>Present Rates</i>	<i>Proposed</i>				
		<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>	<b>FY 2027</b>	<b>FY 2028</b>
<b>Meter Fee</b>						
3/4"	\$15.10	\$17.30	\$18.75	\$20.10	\$20.10	\$21.00
1"	25.22	28.89	31.31	33.57	33.57	35.07
1 1/2"	50.28	57.61	62.44	66.93	66.93	69.93
2"	80.48	92.21	99.94	107.13	107.13	111.93
3"	151.00	173.00	187.50	201.00	201.00	210.00
4"	251.72	288.39	312.56	335.07	335.07	350.07
6"	503.28	576.61	624.94	669.93	669.93	699.93
8"	805.28	922.61	999.94	1,071.93	1,071.93	1,119.93
10"	1,157.72	1,326.39	1,437.56	1,541.07	1,541.07	1,610.07
<b>Capital Improvement Fee</b>						
3/4"	\$15.10	\$15.10	\$18.23	\$20.92	\$24.85	\$23.35
1"	25.22	25.22	30.44	34.93	41.50	38.99
1 1/2"	50.28	50.28	60.70	69.66	82.76	77.74
2"	80.48	80.48	97.16	111.50	132.47	124.44
3"	151.00	151.00	182.29	209.19	248.53	233.46
4"	251.72	251.72	303.88	348.72	414.30	389.19
6"	503.28	503.28	607.59	697.22	828.35	778.14
8"	805.28	805.28	972.18	1,115.60	1,325.41	1,245.07
10"	1,157.42	1,157.72	1,397.65	1,603.84	1,905.48	1,789.97
<b>Admin Fee</b>	\$4.23	\$4.44	\$4.66	\$4.90	\$5.14	\$5.40
<b>Defensible Space</b>	\$1.05	\$1.05	\$1.05	\$1.05	\$1.05	\$1.05
<b>Residential and Commercial Water Use</b>						
Tier 1	\$1.95	\$2.15	\$2.15	\$2.22	\$2.22	\$2.29
Tier 2	3.12	3.44	3.44	3.55	3.55	3.66
Tier 3	3.64	4.01	4.01	4.14	4.14	4.27
<b>Irrigation Water Use</b>						
Tier 1	\$2.00	\$2.65	\$2.90	\$3.15	\$3.15	\$3.25
Tier 2	3.20	4.24	4.64	5.04	5.04	5.20
Tier 3	3.73	4.94	5.41	5.87	5.87	6.06

06/01/23

**MEMORANDUM**

**TO:** Board of Trustees

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

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

**SUBJECT:** Review and Discuss the Incline Beach House and Access Projects.  
(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:** June 26, 2024

**I. RECOMMENDATION**

**II. BACKGROUND**

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. Staff returned to the Board on May 8, 2024 (Item G.5) for further clarification.

Based on Board direction on May 8th, Staff returned to the Board on June 12,

2024 (Item G.1) for the approval of the Amendments to the 30% Schematic Design Contracts for the Incline Beach House and Incline Beach Access Projects. The Amendments were to provide an increase in scope and design team funding to facilitate one additional design option as well as to include Ski Beach in the access project. However, the Board did not approve the amendments and requested Staff provide additional food and beverage data and investigate a food truck option for the Board's review and discussion. The Food and Beverage Department will present historical data to the Board at the July 10, 2024 meeting as well as discuss food truck costs.

**III. BID RESULTS**

N/A

**IV. FINANCIAL IMPACT AND BUDGET**

N/A

**V. ALTERNATIVES**

N/A

**VI. COMMENTS**

**VII. BUSINESS IMPACT/BENEFIT**

**VIII. ATTACHMENTS**

None

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

## MEMORANDUM

**TO:** Board of Trustees

**FROM:** Sara Schmitz, Chair

**SUBJECT:** Review and discuss the Board's goals for 2024

**DATE:** June 18, 2024

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In December of 2023, the Board received governance training and discussed the provided, and attached, Guide to Decision Making. The first step is to clearly define the problem(s) to be solved followed by generating ideas on possible solutions to the identified problem(s). By using this approach, the Board has tools and a framework to help define the problems to be addressed over the year. The clearly defined problems faced by the district, when prioritized, help the Board define what it would like to accomplish, in other words the Board's goals for the year. Beginning our new year with goals, the board may more clearly and precisely provide direction for staff and set the Board and staff up for a successful year.

The below information was presented for discussion and potential revision at the BOT meeting held on January 31, 2024. The information was reviewed and approved by then Interim General Manager Bandelin and the Interim Director of Finance Magee prior to being presented to the Board. The feedback from them both was that they felt this approach would be helpful for staff and bring clarity to the issues the board wants to address this coming year. The "problems" and "potential solutions" are not an exhaustive list, but are for the board to discuss and modify, as they see fit.

At the BOT meeting on January 31<sup>st</sup>, there were no recommended revisions to the identified goals.

As the Board is approaching the last half of the calendar year, this is a time to reflect on what has been accomplished and discuss the remaining goals for the calendar year.

Below are problems to be solved and possible solutions as presented in January. We are in step 2 of the problem-solving process entitled "Possible Solutions" with the **status in red text**:

### **2. Possible Solutions - Prioritize it – Why now?**

- a. Ideas for consideration each *identified problem* include:
  - i. *We have an Interim General Manager.*



**Procedures. While there is still work to be done, the department is fully staffed, trained and actively working on continuous improvement of Internal Controls and Standard Operating Procedures.**

- 2. The DOF to identify the items in the Moss Adams report (dated August 25, 2022) to be addressed in the 2024-25 fiscal year. The status of this item is unclear.**
- vi. *Punchcards have been an ongoing challenge for accounting, confusing for our constituents and have an impact on our point-of-sale systems (anticipated to be replaced beginning in 2025).*
- 1. The board and staff work together to find a better solution for the constituents and the District. This will require identifying all of the problems with punchcards and identifying proposed solutions and an implementation plan. No action has been taken on this item.**
- vii. *Tension and concerns between the board, the various golf committees, and the community.*
- 1. The board and the golf clubs develop and execute MOU's for transparency and clear understanding. Legal Counsel has worked with staff to prepare a club policy for the Board's consideration.**
- viii. *There continues to be a lack of understanding of the board's direction related to maintaining our infrastructure/venues and the pricing policy for services.*
- 1. Affirm the board desires the water infrastructure, sewer infrastructure, Community Services venues, our beaches and our parks are being adequately maintained. Maintenance includes both expenses as well as periodic capital improvement projects to extend the life of District assets. During the budgeting process, staff identified the needed budget to maintain the District venues and infrastructure. This budget was approved as part of the 2024-25 budget.**
  - 2. During the budgeting process, for staff to present to the Board the current state of District-wide maintenance, deferred maintenance, and ongoing maintenance needs. COMPLETE with budget.**
  - 3. During the budgeting process, for staff to clarify in the pricing policy and pricing pyramid how rates for**

programs, services, charges for services are determined. **Not completed. This effort was intended to be included as part of the budget process, however pricing practice 6.2 was not updated prior to the budget process. This needs to be completed to better facilitate pricing for future budgets and pricing of services.**

4. **Set rates for water and sewer that ensure fund balance is on a trajectory to comply with Board Policy. To be discussed as part of the rate setting meeting for water and sewer rates.**

ix. *Policy and Procedure Number 136 (AKA as the free speech policy) created conflict and complaints from constituents. Emails received by the board included complaints of being an involuntary audience and having a negative impact on the enjoyment of recreation facilities, both violating the policy.*

1. **Update Policy and Procedure Number 136 to specifically identify areas at each venue for free speech. COMPLETE**

x. *Board priority projects have not been advanced as anticipated. The Incline Beach project and the Skate Park improvements are two examples from 2022.*

1. **The District Project Manager provides quarterly updates on the status of all projects to ensure the board is informed of the progress of prioritized, budgeted projects. This needs to be on the long-range calendar each quarter.**
2. **Select design with cost estimates for the Incline Beach house that include improved ingress and egress for cars and pedestrians. Construction to be completed in 2025. In progress.**
3. **Complete the Skate Park improvements in compliance with the \$250,000 ARPA Grant from Washoe County. In progress.**
4. **Complete a comprehensive 5-year Capital Improvement plan with a planned deliverable schedule and high-level cost estimates for each project to be completed in the 5 years. Ideas for inclusion on the plan include, but are not limited to the following:**

- a. **The effluent pipeline project is on schedule. YES**

- b. Complete the installation of the effluent storage tank. **In progress.**
  - c. Priorities identified in the FlashVote survey include improvements at Snowflake Lodge and expansion of the Recreation Center. These two were significantly the highest of importance to our community. **On CIP plan.**
  - d. Plan for implementation of a new Point-of-Sale system (this is a staff priority). **The POS assessment project is nearing completion.**
  - e. Others?
  
- xi. Contracts and project management to contracts continue to be areas for improvement.
  - 1. **The Interim General Manager/General Manager and senior staff to set expectations and accountability. COMPLETE**
  - 2. **The Interim General Manager/General Manager set expectations and accountability to ensure all contracts and MOU's are up to date and in compliance for periodic board review (on the long range calendar to comply with the contract/MOU). Been on-hold since 09/21. This must be resolved.**
  
- xii. The District is without a current strategic plan.
  - 1. **Based upon the Moss Adams report (dated August 25, 2022), for the board to determine how best to move this effort forward. It may include hiring a consultant to facilitate the process and draft a plan for possible board approval. Not yet started.**
  
- 2. **Evaluate and Compare - What are the possible solutions? Generate ideas and evaluate solutions. What are the benefits of each possible solution? What are the trade-offs of the potential solutions? How do people value the trade-offs?**
  - a. What are the board's 2024 priorities? What in the list above are selected and/or what others are to be added?

**The following steps of the decision-making process, per our board training, will be addressed as we move initiatives forward. This agenda item is to discuss and agree upon 2024 goals.**

- 3. Choose the BEST – Which solution is best for the public? Agree upon a common goal. What is the expected outcome? When will it be achieved?

What resources are needed? Resources such as time and money are limited. What are the trade-offs of the solution's resources? Do other activities need to have resources reduced to provide this solution?

4. Evaluate the Results – Did the solution solve the problems identified? What were the surprises? Do changes need to be made? What are the impacts to resources to resolve? File an after adoption (project closure) report. Efficient - Did we do it right? Equitable - Did we do right by everyone in our District? Effective – Did we do the right thing?

# Overall Guide to Decision Making



- What is the public problem or opportunity?
- How big is the problem?
- How important is it to everyone?
- Is it a public or private problem?
- What would success look like?
- Be very specific!!!

- What is the root cause of the problem?
- Why is it happening now?
- What could make the root cause away?
- What new problems might be created by a solution?

- What are possible options?
- What are the different benefits?
- What are the different costs?
- How likely is each one to work?
- How do people value the tradeoffs?

- Which one scores best for the public?
- What is the specific instruction to follow?
- What is the expected outcome?
- When will it be achieved?

- Did it work as expected?
- Where there any surprises?
- Do any changes need to be made?
- File an After Action report

## BOARD OF TRUSTEES LONG RANGE CALENDAR

## Notes

## Consent Items

## Report Items

## Agenda Items

<b>July 10, 2024</b>	
<b><i>SCHEDULE</i></b> <b><i>*Holiday*</i></b>	<b><i>1<sup>st</sup> draft agenda to Board Chairman on 06/28; all memos materials due in by 07/02 GM Venue Report Due; Packet out on 07/03; agenda posted no later than 8:45 a.m. on 07/05</i></b>
GM	Report: GM and Venue Financial Reports and Status Reports
GM	Recognition of Bring your Kids to Work Day for Disidance
FINANCE/ GM	Update on Forensic Due Diligence Audit
FINANCE	Report: Tax Delinquencies for Cards to be shut-off
P&R	Report: Update non-profit discounted use of Venues "1895 Report"
Golf	Quarterly discounted use of Venues
PW	Quarterly CIP Report
FINANCE	Authorization to Transact Under Blanket Purchase Orders for FY 2024/25
HR	P.O.: Vestis (Aramark Company)First Aid & Safety Kits (All Venues)
PW	Agreement: to Upgrade Sewer CCTV Equipment
ADMIN	Board Practice 6.2.0 – Budgeting and Fiscal Management Community Services and Beach Pricing for Products and Services
FINANCE	Board Policy 8.1.0 – Capitalization of Fixed Assets
FINANCE	Indebtedness Report and 5 year CIP Plan
P&R	Review, Discuss Ordinance 7 revisions and recomendations and set Public Hearing date to Adopt Ordinance 7 revisions and recommendations
PW	Beach House Project Food and Beverage Discussion and presentation
PW	Agreement: Construction of the Burnt Cedar Fuel Tank Replacement
PW	Public Hearing: Recommended Amendments to the Sewer and Water fee schedule
PW	Agreement: Construction for Replacement of the WRRF Roof
PW	Agreement: Construction Contract for SPS #5 Easement

<b>July 31, 2024</b>	
<b><i>SCHEDULE</i></b>	<b><i>1<sup>st</sup> draft agenda to Board Chairman on 07/19; all memos materials due in by 07/23; Packet out on 07/24; agenda posted no later than 8:45 a.m. on 07/26</i></b>
FINANCE	Treasurer Report
Golf	Golf Clubs Policy
Golf	Golf Financials per Board Direction 06/12
IT	IT Server Purchase
PW	Beach House Project: Update and Discussion
PW	Agreement: Professsional Services for the Needs Assessment of the Snowflake Lodge Replacement

**BOARD OF TRUSTEES LONG RANGE CALENDAR**

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<b>August 14, 2024</b>	
<b><i>SCHEDULE</i></b>	<b><i>1<sup>st</sup> 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></b>
<b>GM</b>	Report: GM and Venue Financial Reports and Status Reports
<b>PW</b>	Beach House Project Update & Discussion

<b>August 28, 2024</b>	
<b><i>SCHEDULE</i></b>	<b><i>1<sup>st</sup> 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></b>
<b>PW</b>	Beach House Project Update & Discussion
<b>FINANCE</b>	Treasurer Report
<b>FINANCE</b>	Budget Performance Update
<b>FINANCE</b>	Monthly Financial Report
<b>FINANCE</b>	Recreation Admin Fund

<b>September 11, 2024</b>	
<b><i>SCHEDULE</i></b>	<b><i>1<sup>st</sup> 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></b>
<b>GM</b>	Report: GM and Venue Financial Reports and Status Reports
<b>PW</b>	Beach House Project Update & Discussion
<b>FINANCE</b>	Carry Forward

<b>September 25, 2024</b>	
<b><i>SCHEDULE</i></b>	<b><i>1<sup>st</sup> 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></b>
<b>PW</b>	Beach House Project Update & Discussion
<b>FINANCE</b>	Treasurer Report
<b>FINANCE</b>	Budget Performance Update

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<b>October 9, 2024</b>	
<b><i>SCHEDULE</i></b>	<b><i>1<sup>st</sup> 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></b>
GM	Report: GM and Venue Financial Reports and Status Reports
Golf	Quarterly discounted use of Venues
PW	Quarterly CIP Report
PW	Beach House Project Update & Discussion
Finance	1 <sup>st</sup> Quarter Est. Acc.

<b>October 30, 2024</b>	
<b><i>SCHEDULE</i></b> <b><i>*Holiday*</i></b>	<b><i>Friday, October 25<sup>th</sup> – Nevada Day *Legal Holiday</i></b> <b><i>1<sup>st</sup> 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></b>
Finance	Treasurer Report
Finance	Budget Performance Update
PW	Beach House Project Update & Discussion
PW	Agreement: Professional Services for the Needs Assessment of the Snowflake Lodge Replacement

<b>November 13, 2024</b>	
<b><i>SCHEDULE</i></b> <b><i>*Holiday*</i></b>	<b><i>Monday, November 11<sup>th</sup> – Veterans Day *Legal Holiday</i></b> <b><i>1<sup>st</sup> 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></b>
GM	Report: GM and Venue Financial Reports and Status Reports
PW	Beach House Project Update & Discussion
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
	Review 2024 Summer Season Rates and Performance and Review and discuss Summer 2025 Rates for the Rec Center programs, Tennis Center and Golf?

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<b>November 27, 2024</b>	
<b><i>SCHEDULE</i></b>	<b><i>1<sup>st</sup> 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></b>
<b>PW</b>	Beach House Project Update & Discussion
Finance	Treasurer Report
Finance	Budget Performance Update

<b>December 11, 2024</b>	
<b><i>SCHEDULE</i></b>	<b><i>1<sup>st</sup> 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></b>
<b>GM</b>	Report: GM and Venue Financial Reports and Status Reports
<b>PW</b>	Beach House Project Update & Discussion

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PARKING LOT ITEMS

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	<del>Next step on Diamond Peak parking lot/Ski Way—Staff added reminder</del>	<del>GM DPSR Bandelin</del>	<del>This should be a part of the Budget Planning Process.</del>	<del>To be removed after the Board review in December</del>
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 2<sup>nd</sup> 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 July 10 2024
03/22/2025	Marcus Faust Contract Renewal	GM Magee	Agreement Expires 05/2025	Calendar for 03/2025
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		

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04/08/2024	<del>Capitalization Policy Update</del>	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	<del>Forensic Audit Results</del>	GM	<del>July 10, 2024 ?</del>	
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		
05/08/2024	Agreement:North Lake Tahoe Fire Protection District	GM Magee	Defensible Space (2021 LTR); Technical Rescues (Confined Space High/Low Trench) 2021	
05/31/2024	Recreation Admin Fund	Finance/Rec./ GM	Staff to bring back with explanation to the Board of what this fund is, and what items roll into it.	
06/12	Annual Update from the Incline Tahoe Foundation	Parks and Recreation		August
06/12	Naming Rights Policy Update	GM Magee		