

NOTICE OF SPECIAL MEETING

The Special Meeting of the Incline Village General Improvement District (IVGID) Board of Trustees will be Held Starting at 3:30 PM on January 16, 2025 in the Boardroom, 893 Southwood Boulevard, Incline Village, Nevada.

Public Comment is allowed and Members of the Public are Welcome to Provide Public Comment by Telephone at (877) 853-5247 (the Webinar ID will be Posted to the District Website on the Day of the Meeting). The Meeting will be Available for Viewing at <https://ivgid.portal.civicclerk.com/>.

- 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. CONSENT CALENDAR (for possible action)
- F. GENERAL BUSINESS (for possible action)
 - 1. **SUBJECT:** Review, Discuss, and Consider Termination of Kent Walrack as IVGID General Manager, and Consider Possible Appointment of Mike Bandelin as Acting General Manager Following the Termination of District General Manager Kent Walrack. (Requesting Board Member: Trustee David Noble) – *pages 3 - 12*

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

- 1. Terminate Kent Walrack as the District’s General Manager; and
- 2. Appoint Mike Bandelin to serve as the Acting General Manager.

- 2. **SUBJECT:** Review, Discuss, and Consider Appointment of Robert Harrison as IVGID General Manager; Discussion and Direction to Staff and Legal Counsel Regarding Negotiation of Employment Contract for the IVGID General Manager Position. (Requesting Board Member: Trustee David Noble) – *pages 13 - 27*

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

- 1. Appoint Robert Harrison as IVGID General Manager; and
- 2. Direct Staff and Legal Counsel to Complete the Negotiation of the Employment Contract for the Newly Hired General Manager.

Incline Village General Improvement District

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

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

www.yourtahoeplace.com

NOTICE OF MEETING

Agenda for the Board Meeting of January 16, 2025 - Page 2

3. **SUBJECT:** Review, Discuss, and Consider Having Legal Counsel Review the Beach Deed and Provide a Recommendation as it Relates to One or More of the Following Topics: (a) Beach Access for IVGID Employees, (b) Construction of a Safety Pier, (c) Beach Access for Hyatt Guests and Hyatt Regency Club Owners, and/or (d) Beach Access for North Lake Tahoe Fire Protection District (NLTFPD) to Conduct Water Safety Programs - Amount Remaining in Approved Contract is \$44,500.00. (Requesting Board Member: Trustee David Noble) – *pages 28 - 30*

Recommendation for Action: That the Board of Trustees make a Motion to Authorize Trustee David Noble to Work with Legal Counsel to Review the Beach Deed and Provide a Recommendation as it Relates to (a) Beach Access for IVGID Employees, (b) Construction of a Safety Pier, (c) Beach Access for Hyatt guests and Hyatt Regency Club Owners, and/or (d) Beach Access for North Lake Tahoe Fire Protection District (NLTFPD) to Conduct Water Safety Programs.

4. **SUBJECT:** Review, Discuss and Possibly Approve Changes to Policy 3.1.0, Conduct of the Board of Trustee Meetings (Requesting Staff Members: Director of Administrative Services Susan Herron and General Manager of Diamond Peak Ski Resort Mike Bandelin) – *pages 31 - 77*

Recommendation for Action: That the Board of Trustees makes a Motion to Adopt all Changes made to Policy 3.1.0, Conduct Meetings of the Board of Trustees as either Presented and/or as Revised during the January 16, 2025, Meeting.

G. FINAL PUBLIC COMMENTS - Limited to a maximum of three minutes in duration.

H. ADJOURNMENT (for possible action)

CERTIFICATION OF POSTING OF THIS AGENDA

I hereby certify that on or before 9:00 AM on Monday, January 13, 2025, a copy of this agenda (IVGID Board of Trustees Special Session of January 16, 2025) was delivered to the post office addressed to the people who have requested to receive copies of IVGID's agendas; copies were e-mailed to those people who have requested; and a copy was posted, physically or electronically, at the following locations in accordance with Assembly Bill 213:

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

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

/s/ Heidi H. White

Heidi H. White

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

IVGID Board of Trustees: Chair Michaela Tonking, Vice-Chair Michelle Jezycki, Treasurer Mick Homam, Noble, and Trustee Raymond Tulloch

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

Incline Village General Improvement District

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MEMORANDUM

TO: Board of Trustees

FROM: David Noble, Trustee

SUBJECT: Review, Discuss, and Consider Termination of Kent Walrack as IVGID General Manager; and Consider Possible Appointment of Mike Bandelin as Acting General Manager Following the Termination of District General Manager Kent Walrack.

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES:

N/A

DATE: January 10, 2025

I. RECOMMENDATION

The Board of Trustees make a motion to:

1. Terminate Kent Walrack as the District's General Manager; and
2. Appoint Mike Bandelin to serve as the Acting General Manager.

II. BACKGROUND

On November 13, 2024, the Board of Trustees by majority vote (Schmitz, Dent, and Tulloch) selected Mr. Walrack as the District's new General Manager following two interviews. This selection was made over the objection by Trustees Tonking and Noble and Trustees-elect Homan and Jezycki.

On November 27, 2024, the Board of Trustees by majority vote (Schmitz, Dent, and Tulloch) approved the General Manager's Employment Agreement (attached). Staff had negotiated a \$250,000 annual salary and a six-month severance package. Trustee Noble advocated for no severance package, because he intended to propose terminating Mr. Walrack at the first available meeting in January. Mr. Walrack was asked to explain why he wanted the larger severance

package. Mr. Walrack's explanation had no connection to his particular circumstances. Regardless, the majority (Schmitz, Dent, and Tulloch) increased the severance package to 12 months.

Mr. Walrack began his employment with the District on December 2, 2024.

III. FINANCIAL IMPACT AND BUDGET

Pursuant to Section 6 of the General Manager's Employment Agreement, the financial impact of the severance benefit will range from \$0 up to \$250,000 plus the cash value of up to 12 months of monthly medical premiums plus the cash value of up to 12 months of monthly medical premiums plus the cash value of his annual vacation pay balance.

IV. ALTERNATIVES

If the Board of Trustees does not terminate Mr. Walrack, he will continue his employment as the District's General Manager consistent with the terms of the Employment Agreement.

V. ATTACHMENTS

1. Incline Village General Improvement District Employment Agreement – General Manager – /s/ Kent Walrack

VI. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

Termination of Kent Walrack as the District's General Manager and appointment of an acting General Manager.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT EMPLOYMENT
AGREEMENT
GENERAL MANAGER

This Employment Agreement (“Agreement”) is made and entered into this 18th day of November, 2024, by and between the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (“IVGID”) and Kent Walrack (“General Manager”).

SECTION 1. DUTIES

1.1 IVGID hereby employs General Manager full-time to uphold and abide the laws of the State of Nevada, District Ordinances, written Policies, Practices, and Resolutions enacted by IVGID Board of Trustees (“Board of Trustees”), as well as the applicable job description attached hereto as **Exhibit A (Job Description)**, and to perform such other duties and functions as the Board of Trustees shall from time to time assign.

1.2 General Manager shall faithfully, diligently, and to the best of General Manager’s abilities, perform all duties that are required under this Agreement. General Manager agrees that General Manager has a duty of loyalty and a fiduciary duty to IVGID.

1.3 General Manager shall devote the whole of General Manager’s working time, skill, experience, knowledge, ability, labor, energy, attention, and best effort exclusively to IVGID’s business and affairs.

1.4 General Manager shall not engage in any employment, activity, consulting service, or other enterprise, for compensation or otherwise, which is actually or potentially in conflict with, inimical to, or which interferes with the performance of General Manager’s duties. General Manager shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture or non-profit conducting business in the established boundaries of Incline Village and Crystal Bay.

1.5 The General Manager is an exempt employee as defined and consistent with the Fair Labor Standards Act. General Manager is hired with the understanding that he is responsible for accomplishing the duties required of General Manager. General Manager does not have set work hours, he is expected to be available at all times. It is recognized that the General Manager must devote a great deal of time to the business of IVGID outside of IVGID’s customary office hours, and to that end General Manager’s schedule of work each day and week shall vary in accordance with the work required to be performed in accordance with any specific direction provided by the Board of Trustees.

1.6 General Manager shall abide by the Nevada Ethics in Government Law (NRS Chapter 281A), related regulations, and ethics opinions issued by the Nevada Ethics Commission. The Nevada Ethics Law establishes the public policy and standards of conduct necessary to ensure the integrity and impartiality of government, free from conflicts of interest between public duties and private interests of state and local public officers and employees.

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT EMPLOYMENT
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SECTION 2. TERM OF AGREEMENT

2.1 General Manager shall serve as the IVGID Manager effective December 1, 2024 (“the Effective Date”). This Agreement shall thereafter continue in full force and effect for an 18 month term or until such time as either party terminates this Agreement pursuant to the provisions hereof. General Manager’s employment as IVGID General Manager shall be at will. This means that General Manager may be terminated from his employment with IVGID at any time, without cause, and without notice, subject to the provisions hereof.

SECTION 3. SALARY

3.1 IVGID agrees to pay General Manager an annual base salary for services rendered in the amount of \$250,000 (“Base Salary”).

3.2 In accordance with Section 7 below, the Board of Trustees shall conduct annual evaluations of General Manager’s performance and the Board of Trustees shall consider the results of these performance evaluations when deciding whether to provide additional compensation. However, all salary increases and/or performance incentives shall be provided in the sole discretion of the Board of Trustees.

SECTION 4. BENEFITS

4.1 General Manager shall receive the health, dental, and vision insurance and recreational benefits provided to other management-level IVGID employees.

4.2 IVGID shall provide one hundred percent (100%) of the cost for life and disability insurance for the General Manager. The life insurance policy shall not be for less than \$50,000:

4.3 IVGID shall contribute that percentage of the employer’s share defined contribution (457) program provided to other IVGID employees with same years of service and shall further contribute that percentage of the General Manager’s income toward retirement benefits provided to other IVGID employees with the same years of service. Retirement benefits shall be provided by the way of IVGID’s existing 401(a) plan or such other mechanisms as IVGID may implement in the future.

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SECTION 5. LEAVE

5.1 Annual Vacation Leave. IVGID shall include General Manager in its Annual Leave Program and provide him with an annual accrual of 120 hours of Annual Vacation Leave. General Manager shall accrue Annual Vacation Leave in the manner described in the IVGID's Personnel Policies and shall be subject to the cap on accrual of such leave as described therein. The General Manager shall be entitled to retain any existing Annual Vacation Leave existing as of the Effective Date.

5.2 Paid Holiday Leave. IVGID shall include General Manager in its Paid Holiday Leave program as described in IVGID's Personnel Policies and General Manager shall be paid for the designated Holidays.

5.3 Sick Leave. IVGID shall include General Manager in its Sick Leave program as described in IVGID's Personnel Policies. Subject to any changes to such policies, the General Manager shall accrue 4 hours of sick leave in the first and second pay periods each month.

SECTION 6. TERMINATION OF AGREEMENT & SEVERANCE

6.1 Termination by IVGID. General Manager understands and agrees that General Manager has no constitutionally-protected property or other interest in General Manager's employment as IVGID General Manager.

6.2 General Manager understands and agrees that General Manager works at the will and pleasure of the Board of Trustees, and that General Manager may be terminated, or asked to resign, at any time, with or without cause or advance notice.

6.3 Notice of termination shall be provided to General Manager in writing. "Termination," as used in this Agreement, shall also include: (i) a request by the majority vote of the Board of Trustees that General Manager resign occurring at any time; or (ii) any material reduction in the powers and authority of the IVGID General Manager including but not limited to the existing terms of Resolution 1898.

6.4 Termination by General Manager. General Manager may voluntarily terminate employment at any time by giving not less than one hundred twenty (120) days' written notice.

6.5 Severance Benefit. If General Manager is terminated by the Board of Trustees without cause, then General Manager shall receive a one-time, lump sum cash payment equivalent to the sum of (i) General Manager's then-current monthly salary multiplied by twelve (12), (ii) the cash value of General Manager's then-current monthly medical premiums multiplied by six (6) as of the effective date of termination of employment and (iii) the cash value of his Annual Vacation Pay balance.

6.6 Eligibility for such severance payment is expressly conditioned upon General Manager's execution of (i) a waiver and release of any and all of General Manager's claims against IVGID,

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT EMPLOYMENT
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and (ii) a covenant not to sue. All normal payroll taxes and withholdings as required by law shall be made with respect to any amounts paid under this Section.

6.7 Ineligibility for Severance (Termination for Cause; Voluntary Resignation). Notwithstanding the terms in this Section 6, General Manager shall not be eligible to receive, and IVGID shall not be obligated to pay, and shall not pay, any severance amounts or continue any benefits, if General Manager is terminated for Cause.

6.8 "Cause," as used herein, shall mean, and be limited to, a termination for any of the following reasons: (i) conviction of a felony or other crime involving moral turpitude (ii) undertaking conduct constituting fraud, material dishonesty, or gross negligence in the General Manager's performance of his duties as IVGID General Manager; or (iii) violation of any statute or law constituting misconduct in office or constituting an ethical violation, including without limitation those set forth in Section 1.6 of this Agreement.

6.9 In the event the Board of Trustees terminates General Manager for Cause, General Manager's sole remedy shall be a judicial action in declaratory relief to determine whether there was Cause. If the court determines there was no Cause, General Manager shall receive the severance pay provided in this Section 6, but no other damages, litigation costs or expenses, or attorneys' fees. Further, IVGID shall not be obligated to pay any severance amounts or continue any benefits in the event General Manager voluntarily resigns his employment.

6.10 In the event of discharge of General Manager from his employment hereunder or any termination of this Agreement, General Manager shall return to IVGID immediately after said discharge or termination all documents, materials, equipment, machines, procurement cards, employee identification card, keys, and all other tangible property of IVGID and shall maintain confidential any information of IVGID which cannot be returned.

6.11 In the event of General Manager's death, this Agreement shall terminate immediately and any and all compensation then due the General Manager shall be paid and delivered in his named beneficiary or the representative of his estate or trust, as the case may be. For avoidance of doubt, there is no entitlement to payment of severance in the event of the General Manager's death.

SECTION 7. PERFORMANCE EVALUATION

7.1 Annually, or at such other time as desired by the Board of Trustees, the Board of Trustees and General Manager shall meet to evaluate the performance of General Manager on a date mutually determined by both parties.

7.2 The Board of Trustees may, in its sole discretion, use any professional assistance in establishing standards, including but not limited to an agreed-upon facilitator.

7.3 Nothing in this provision shall be construed to require the Board of Trustees to grant General Manager pay increases based on the performance standards, if any, mentioned above nor to limit in any manner the discretion of the Board of Trustees to grant or not grant increases.

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT EMPLOYMENT
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7.4 Nor shall anything in this Agreement be construed to require the Board of Trustees to evaluate General Manager solely upon the performance standards, if any, mentioned above, nor to limit the discretion of the Board of Trustees to evaluate General Manager as it deems necessary in the sole discretion of the Board of Trustees.

**SECTION 8. PROFESSIONAL DEVELOPMENT, PROFESSIONAL ASSOCIATIONS,
AND OUTSIDE ACTIVITIES**

8.1 IVGID shall pay General Manager's annual membership dues and/or other similar professional organizational dues as approved by the Board of Trustees through the budgetary process.

8.2 During appointment as IVGID General Manager, and subject to the Board of Trustees budgetary approval of funds for such purpose, General Manager may attend and/or participate in professional activities, including, but not limited to, General Manager conferences and events, the League of Cities conferences and events, and such other national, regional, and local associations, provided that General Manager's ability to perform his duties as IVGID General Manager is not compromised.

8.3 General Manager shall be paid his regular salary and benefits while traveling to, attending, or participating in professional activities, and shall be entitled to expense advances and/or reimbursement in accordance with IVGID's Personnel Policies or other applicable IVGID policy.

8.4 General Manager shall be entitled to reimbursement for the actual costs of the following expense categories that he incurs as a result of the professional development activities authorized in this section: airfare, rental car, conference fees, meals, and lodging, consistent with IVGID's Personnel Policies or other applicable policy and subject to annual budget appropriations.

8.5 General Manager shall notify the Board of Trustees in writing in advance of any absences of more than one day related to such professional development activities.

8.6 If General Manager wishes to engage in other outside professional activities (e.g. teaching, consulting, expert witness testimony, speaking, or other non-IVGID connected business for which compensation is paid), he shall seek and obtain express prior consent of the Board of Trustees. General Manager will take paid or unpaid leave time for all such outside activities of this nature should such activities interfere with the General Manager's regular IVGID duties.

SECTION 9. REIMBURSEMENT FOR EXPENSES

General Manager shall be entitled to reimbursement of reasonable business-related expenses subject to the requirements and restrictions of IVGID's Personnel Policies or other applicable policy.

SECTION 10. BONDING/INDEMNIFICATION

10.1 IVGID shall bear the full cost of any fidelity or other bonds required of General Manager under any law or ordinance. IVGID shall defend, hold harmless, and indemnify General Manager

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT EMPLOYMENT
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P: 775-832-1323

F: 775-832-1380

or

General Manager's home address on file with the IVGID's Human Resources Department.

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to the civil judicial process. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service or into a traceable overnight delivery service (e.g. Federal Express or similar).

SECTION 13. GENERAL PROVISIONS

13.1 The text herein shall constitute the entire agreement between the parties, and supersedes any and all other writings, documents, correspondence, agreements or understandings, either oral or in writing, between the parties hereto with respect to the employment of General Manager by IVGID. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.

13.2 This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of General Manager.

13.3 If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

13.4 General Manager may not assign this Agreement in whole or in part.

13.5 This Agreement shall be governed by the laws of the State of Nevada. The venue for any and all litigation arising from this Agreement shall be in the state district or federal courts located in Washoe County, Nevada.

13.6 This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by each of the parties. The parties agree that this requirement for written modifications cannot be waived and any attempted waiver shall be void.

13.7 General Manager and IVGID agree and acknowledge that the provisions of this Agreement have been arrived at through negotiation and that each party has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel, and that both parties agree that they either have had the provisions of this Agreement reviewed by legal counsel or have voluntarily chosen not to do so. IVGID expressly agrees and acknowledges that IVGID General Manager was not representing IVGID regarding the terms of this Agreement. The parties agree any ambiguities in construing or interpreting this Agreement shall not be

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT EMPLOYMENT
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resolved against the drafting party. The titles of the various sections are merely informational and shall not be construed as a substantive portion of this Agreement.

IT IS SO AGREED:

IVGID GENERAL MANAGER



IT IS SO AGREED:

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

Signed by:



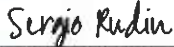
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IVGID Board Chairman

APPROVED AS TO FORM:

Signed by:

By:



IVGID General Counsel

ATTEST:



IVGID District Clerk

MEMORANDUM

TO: Board of Trustees

FROM: David Noble, Trustee

SUBJECT: Review, Discuss, and Consider Appointment of Robert Harrison as IVGID General Manager; Discussion and Direction to Staff and Legal Counsel Regarding Negotiation of Employment Contract for the IVGID General Manager Position.

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES:

Policy and Procedure 144, Resolution 1911

DATE: January 10, 2025

I. RECOMMENDATION

The Board of Trustees make a motion to:

1. Appoint Robert Harrison as District General Manager; and
2. Direct Staff and Legal Counsel to complete the negotiation of the employment contract for the General Manager.

II. BACKGROUND

On October 30, 2024, the Board of Trustees conducted a first round of five interviews for the General Manager position. The Board of Trustees selected their top three candidates, including Robert Harrison who was ranked first with three first place votes (Schmitz, Tonking, and Noble) and one second place vote (Dent). The Board of Trustees further directed each of the final three candidates to return on November 13, 2024, to:

1. Have a meeting with the Senior Leadership Team; and
2. Take a brief tour of the District; and
3. Have a follow-up interview with the Board of Trustees.

On November 13, 2024, the Board of Trustees conducted the aforementioned second round of three interviews for the General Manager position.

IV. ALTERNATIVES

The Board of Trustees may direct the Human Resources Director to continue the recruitment search until further notice.

V. ATTACHMENTS

1. Robert Harrison cover letter and resume
2. Signed Waiver of Right to Notice Under NRS 241.033
3. General Manager Job Description

VI. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

Appointment of Robert Harrison to the General Manager position. Direct Staff and Legal Counsel to proceed with employment contract negotiations.

September 8, 2024

Incline Village General Improvement District
893 Southwood Blvd,
Incline Village, NV 894541

Honorable Board of Trustees:

Herewith is my cover letter and resume for consideration of the Incline Village General Improvement District General Manager position. Working for this organization would be an exciting next step in my career and I would love to work with the Board to lead a unique organization.

I have a 30-year career in City Management, with 28 years of service as a City Manager in three different states. I have worked in a variety of small and large cities, each with different leadership, financial, and capital needs. In two communities of which I have served, there existed a unique tourism-oriented focus. My most recent community in Yakima (98,000) where I served as City Manager, has tremendous tourism around our wine, agricultural, and beer industry. The wine industry is known as one of the top 10 areas for wine in the nation. For craft beers, 80% of the U.S. hops market is served by Yakima hops, and there are a tremendous number of breweries that have developed and attract tourists. Yakima is also known for its recreational opportunities, and has excellent hiking trails, a greenway, youth sports, along with fishing in the Yakima River. Lastly, after completing a large addition to the Yakima Convention Center, Yakima had the third largest Convention Center in Washington State.

Issaquah Washington, where I served as City Administrator, is known as the Trailhead City. Issaquah is the gateway to the Cascades as you leave Seattle, with large protected public lands that are used for hiking and other recreation, like paragliding, horse riding, and mountain bike riding. Issaquah is also home to Lake Sammamish State Park. Nestled on Lake Sammamish, this state park is home to boating, fishing, kayaking, picnicking, youth baseball, youth soccer, as well as nationally televised events, like the professional beach volleyball association. Issaquah also owned two public facilities that were used for private events, like weddings, fundraisers, galas, etc.

In Issaquah, I have managed a community that experienced rapid growth, growing from 27,000 residents to 38,000 when I left. In addition to residential growth, there was large commercial growth including an expansion of Costco Corporate Headquarters and the development of a regional, private hospital. I understand the pressures that can be placed on existing infrastructure and the need for investment in infrastructure to manage that investment.

As City Manager of Yakima, I had 14 direct reports and 753 employees. Yakima is a full-service city providing services in public safety (police, fire, jail, judicial), a regional airport providing commercial service, a transit system, water, storm, and sewer utilities, public works, parks and recreation, finance, human resources, information technology, clerks, community and economic development. The City's overall budget was \$253 million and our general fund budget was \$70 million.

I have significant leadership experience in leading an organization, working closely with an elected board to implement the vision of the organization and set up strategic plans. I have implemented the High-Performance Organization model that focuses on developing management structures and systems that empowers employees to make decisions, develops a common set of organizational values that all employees subscribe, utilizes LEAN principles to create high performance systems and focuses on excellent customer service. I have also taken a leadership role in my profession, serving as a West Coast Vice President for the ICMA (International City County Management Association) and on the board of the Local Government Hispanic Network (LGHN).

I have excellent financial management skills as well, from operational budgets to capital planning. I have used three-year financial forecasts for operations and five-year capital plans to ensure financial sustainability. I have upgraded the bond ratings in Wyoming, Issaquah, and Renton to AAA during my leadership.

Since leaving Yakima in February this year, I have been doing my own consulting work. I want to be selective on which organization I would like to lead during this next phase of my career. When I saw this position advertised on the ICMA job board, it met my criteria of a unique managerial/leadership experience, located in a beautiful outdoor environment with a focus on recreation and sustainability, and an organization with solid board leadership with a focused organizational mission.

I would enjoy the opportunity to lead your organization and am readily available both for an interview, and to begin employment if I was the selected candidate. You can reach me at

[REDACTED]

Respectfully,



Robert Harrison

Robert W. Harrison



EDUCATION

Master of Public Administration - University of Wisconsin-Milwaukee	1994
Bachelor of Arts – Marquette University	1991
Senior Executive Institute - University of Virginia Cooper Walden Center	2002

WORK EXPERIENCE

President

The Harrison Group, LLC (February 2024 – Present)

Owner and President of The Harrison Group LLC. The Harrison Group provides general, public-sector consulting in several public service areas including executive search, strategic planning, council relations, facilitation, community outreach, investigations, public safety programming, and organizational assessments.

City Manager (September 2020 –January 2024)

City of Yakima, Washington (100,000 Population)

General Duties: Worked closely with the City Council and Leadership team to achieve Council plans and priorities for the community. Provided leadership for the city in developing the administrative work culture, representation to the community, and partnering with neighboring cities. The City of Yakima has an annual budget of \$251,200,000 and 757 employees.

A sample of the accomplishments include, but are not limited to:

- Led our pandemic response to the community including providing critical grants to our business and non-profit community to weather the storm during the critical points of the pandemic.
- Developed a plan approved by the City Council for the expenditure of \$26.2 million ARPA funds. Utilization of funds have significantly enhanced the City’s financial condition as well as provided investment in critical social infrastructure in the community.
- Continuing work with our elected officials on developing a sustainable financial strategy that will provide more strategic investment in operations and capital investment.

- Completed a 40% increase in square footage the City's Convention Center during the pandemic. Currently negotiating to bring in hotels abutting the Convention Center.
- Secured over \$20 million in state and federal grant funding for a variety of community capital projects. The most significant of which is \$ 11 million for a new pool on the east side of Yakima, a historically disadvantaged part of the community.
- Coordinated with our Leadership Team a comprehensive plan for the reduction of crime within the community, with a focus on domestic violence reduction, pro-active code enforcement, graffiti abatement, and gang initiatives.
- Developed and recruited an excellent Leadership Team built on a foundation of trust and mutual respect. Coordinated focus and resource investment on strategic priorities.
- Focused on economic development at the City of Yakima airport and the convention center district.
- Acquired a vacant neighboring property to city hall and coordinated a space study to consolidate outlying facilities and leases into a new facility and creating a vision for a new civic campus in the downtown area.
- Incorporated LEAN process that led to process improvements in development review, records management, and purchasing.

Chief Administrative Officer (May 2018 to May 2020)

City of Renton, Washington (105,000 population)

General Duties: Worked closely with the Mayor and the City Council to achieve their vision while being responsible for administrative leadership, Council and community relations, and all administrative functions involved with operating a municipal government. A sample of accomplishments include, but are not limited to:

- Active decision making in response to pandemic including nearly 300 employees transferred to telecommuting within a few days, development of an investment framework for use of CARE funds, coordinated budget response to decreasing revenue, worked closely with Unions to make sure employees were informed and safe.
- The City's bond rating upgraded to AAA from AA.
- Issued recreation bonds for the rehabilitation of several parks, fields, and recreational facilities. Built a new fire station and water tower.
- Continued focus on organizational inclusion, with the Inclusion Task Force, and the implementation of the HR Inclusion Tactical Plan.
- Completed evaluation of City's cybersecurity infrastructure and investment to enhance security of City systems. Enhanced telecommuting infrastructure, put in place Renton Responds Citizen service request app and incorporated Zen City into City operations.
- Reorganizing the City's community outreach and communication efforts into a cross functional team to enhance the City's outreach efforts.
- Expanded the intergovernmental program to include focus on Regional, Federal, and County issues in addition to the outreach to the State Legislature.
- Expanded the Renton Results program to include focus on leadership, employee empowerment, LEAN, and refocus on results that matter.

City Administrator (October 2010 to January 2018)

City of Issaquah, Washington (40,000 population)

General Duties: Worked closely with two Mayors and the City Council to achieve their vision while being responsible for administrative leadership, Council and community relations, and all administrative functions involved with operating a municipal government. A sample of accomplishments include:

- Managing an overall budget of approximately \$150 million. Bond rating upgraded to AAA in 2013.
- Introduction of the High-Performance Organization Model and Lean Management into the organization. Known as the “Quah” this organizational culture program is built on developing employees in leadership, teamwork, ethical stewardship, and mutual respect for people with the goal of providing the highest level of public service. Have recruited and developed a high performing Leadership Team.
- Coordination of the Central Issaquah Plan that will guide redevelopment in the Central Core for the next thirty (30) years. Now 10 years into the CIP rezone, the city is experiencing significant redevelopment in the City’s core.
- Recognized national leader in communications and social media.
- Development Agreement consummated with Costco International to retain corporate headquarters in Issaquah and expand with an additional 1.5 million square feet of office space. The city has also consummated development agreements with Rowley Corporation and Lakeside that has resulted in planned redevelopment today and over the next 20 years.
- Reorganization of the Planning and Building Departments, and portions of the Engineering Department into the Development Services Department and streamlined the City’s development review process. Created the Economic Development Department. This reorganization has resulted in enhanced development processes and improved business retention and attraction.
- Development of a new City Health Insurance Plan built on a sustainable economic model which is self-insured and provides enhanced consumer choice. Nearly always a low claims leader within WCIA with a robust risk management program.
- Coordinated the development of the first Platinum LEED level Fire Station in the US. Created the Sustainability Department to implement best sustainability practices within the City and the organization.
- Implemented MUNIS Financial systems including work orders and utility billing. We have revamped the IT Strategy to a cloud-based solution both with MUNIS and the implementation of Office 365.
- Coordinate with the City Council the development of an annual Legislative Agenda and a Regional Agenda to ensure that Issaquah’s policy objectives have an influence regionally and benefits from attention from the State Legislature.
- Development of several planning efforts including the City’s Walk and Roll Plan focused on Mobility, Parks and Open Space Plan Phase I, Confluence Park Master Plan, and Economic Development Strategic Plan.

City Manager (August 1998 to September 2010)

City of Wyoming, Ohio (8,300)

General Duties: Responsible for Administrative leadership as City Manager, working closely with the City Council to achieve Council policy objectives, coordinated community relations, and all administrative functions involved with operating a municipal government, including human resource management, labor negotiations, finance, economic development, budget development, and strategic planning. A sampling of significant accomplishments includes:

- Highly effective coordination, communication, and cooperation with six different City Councils during my tenure to accomplish the Council's and community's objectives.
- Recognized financial excellence. In 2009, upgraded by Standard & Poor to AAA bond rating. Annually awarded the GFOA award for excellence in Financial Reporting and regularly received the State Auditor's award for financial management.
- Introduction and implementation of the High-Performance Organization model into the City's organizational culture. I developed recognized leaders in the City's various departments through mentoring, coaching, and staff development.
- Redevelopment of the City's Central Business District through streetscape and infrastructure improvement, property acquisition and redevelopment, and by attracting significant private investment in buildings and new businesses.
- Tangible investments in the City's infrastructure, facilities, and equipment during my tenure that visibly made the city a more attractive place to live and have enhanced community safety services. Nearly all investments leveraged grant funds.
- Acquisition and development of a Recreation Center (1999) for the community including the opening of the region's premier Community Aquatic Center (2007). Additional recreational enhancements include the development of a community Skate Park, expansion and development of City parks and green areas, playground replacement, park acquisition and expansion, and development of soccer/lacrosse facilities.
- Enhanced the City's telecommunications, social media presence, and management information systems infrastructure by connecting all City facilities with a fiber optic wide area network, implementing a new phone system, introducing a City Manager's blog for community wide contact, developing a social media presence on Facebook and Twitter, and developing a first-class web site. The city also migrated all its Management Information Systems into Incode (Tyler Technologies) in 2008, a modern ERP system.
- Coordinated the redevelopment of a blighted commercial big box property with new high-end condominium units significantly enhancing the City and School District tax base.
- Effectively facilitated cooperation with the Wyoming School District, Hamilton County, and neighboring communities on a variety of initiatives for the benefit of both organizations and the community. Coordinated the development of a 10-Year Master Plan for the Community involving hundreds of community volunteers along with a steering committee. Completed in 2007.
- Oversaw the construction of a new City Water Plant in 1999.

ADJUNCT PROFESSOR (2008 – 2010)

Northern Kentucky University: I taught in the MPA program and have taught graduate MPA courses in Ethics and Human Resource Management.

City Administrator/Clerk/Treasurer (November 1996 to August 1998)

City of Mosinee, Wisconsin (4,050) General Duties: Responsible for all administrative and financial functions. A sampling of significant accomplishments included:

- Spearheaded redevelopment of historic downtown Mosinee by initiating the creation of a Business Improvement District, public investments in streetscape and ornamental lighting and developed public and private partnerships for downtown investments including grants.
- Developed and implemented a financial plan that eliminated a significant general fund deficit and cash deficit and balanced the City books within 2 years through reduction in costs, development of innovative revenue programs, debt reorganization, and receipt of grants totaling over \$500,000 ranging from economic development to telecommunications.
- Spearheaded the development of new business and the retention of existing businesses in the City's Industrial Park through creative marketing, economic incentives, and innovative public/private partnerships and coordinated intergovernmental relations between the City of Mosinee and the Central Wisconsin Airport.

Assistant to the City Administrator (January 1995 to November 1996)

City of Wauwatosa, Wisconsin (50,000)

General Duties: In addition to the normal administrative functions associated with the City Manager's office, I was responsible for producing analysis and reports for the City Administrator, Mayor and City Council; served as city staff representative to a number of City and Intergovernmental committees; assisted in the development of the annual budget, coordinated programs involving multiple departments, managed the City's telecommunications efforts, and created and coordinated a number of innovative customer service improvement programs. Coordinated efforts with the City Administrator and the Planning Director in the development of a high- tech research park.

Management Intern (1993 – 1994)

Village of Whitefish Bay, Wisconsin (14,000)

General Duties: Analysis and report writing for the Village Manager. Coordinated much of the analysis for the creation of a seven (7) community consolidation of fire departments in the North Shore communities of Milwaukee. Also managed code enforcement for the property code.

Boards, Committees, and Organizations

- **LGHN (Local Government Hispanic Network)**
Board Member (2013 – 2024); Vice-President for Membership (2019-2022); President Elect (2022-2024)
- **ICMA (International City/County Management Association)**
ICMA Board Vice President (2013 – 2016); ICMA Board Membership Committee Chair (2016); Government Advisory Committee (2017 – Present); Liaison to the International Hispanic Network, and California, Oregon, Washington & Nevada Associations International City/County Management Association Conference Planning Committee (2009); International City/County Management Awards Evaluation Panel (2009 – 2011).
- **GFOA (Government Finance Officers Association)** Active member of the Re-thinking Budgeting Task Force including twice being a panelist on programs on community participation in budgeting and decision making.
- **SCA (Sound Cities Association)** Board Member (2015-2016) Finance Committee Member
- **WCCMA (Washington City/County Management Association)** Co-Chair: Local Host Committee for 2015 ICMA Conference
- **E-City Gov** Board Member 2010 – 2016 serving as Board Chair 2013 - 2016
- **OCMA (Ohio City/County Managers Association)** Past President – July 2010 – October 2010 President – July 2009 – June 2010 Vice-President - July 2008 – June 2009 Treasurer - July 2007 – June 2008; Board Member 2003 - 2010
- **Promote Wyoming Committee** – Recognized as Wyoming Citizen of the Year in 2003



WAIVER OF RIGHT TO NOTICE UNDER NRS 241.033

I, the undersigned, hereby affirm that I am aware that NRS Chapter 241 provides that I am entitled to notice of the meeting of any public body which may consider my character, alleged misconduct, professional competence, or physical or mental health, and that the notice must consist of either notice delivered personally to me at least 7 calendar days before the meeting, or notice sent by certified mail to my last known address at least 14 calendar days before the meeting. I hereby waive that notice for the purpose of allowing the Board to expedite consideration of my character, alleged misconduct, professional competence, or physical or mental health in connection with the discussions re: appointment of an interim general manager.

By signing below, I knowingly and voluntarily waive my rights to all written notice requirements under to NRS 241.033. I understand that the Board of Trustees may consider my character, alleged misconduct, professional competence, or physical or mental health at its January 16, 2025, meeting.

Robert W. Harrison

Signature

ROBERT W. HARRISON

Printed Name

1/10/2025

Date

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, in alignment with Board directions and strategy, 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 Board approved 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: _____

MEMORANDUM

TO: Board of Trustees

FROM: David Noble, Trustee

SUBJECT: Review, Discuss, and Consider Having Legal Counsel Review the Beach Deed and Provide a Recommendation as it Relates to One or More of the Following Topics: (a) Beach Access for IVGID Employees, (b) Construction of a Safety Pier; (c) Beach access for Hyatt Guests and Hyatt Regency Club Owners, and/or (d) Beach Access for Water Safety Programs; amount remaining in Approved Contract is \$44,500.00.

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES:
Ordinance 7

DATE: January 10, 2025

I. RECOMMENDATION

The Board of Trustees make a motion to:

1. Authorize Trustee David Noble to work with Legal Counsel to review the Beach Deed and provide a recommendation as it relates to one or more of the following:
 - a. Beach access for IVGID employees; and/or
 - b. Construction of a safety pier; and/or
 - c. Beach access for Hyatt guests and Hyatt Regency Club Owners; and/or
 - d. Beach access for water safety programs.

II. BACKGROUND

IVGID employees were provided access to District beaches for decades as one of the benefits of employment with the District. During the summer of 2022, IVGID

employees represented less than 2% of visitors to the District's beaches. On January 25, 2023, a majority of the Board of Trustees (Schmitz, Dent, and Tulloch) voted to no longer provide beach access to District employees.

NLTFPD has been working with various state and federal agencies and representatives to identify a location in the northeast section of Lake Tahoe to construct a safety pier in order to improve access for first responders on Lake Tahoe. Burnt Cedar Beach has been identified as a viable location.

The Hyatt has announced the start of construction activities later this year that will result in the closure of its beach. Pursuant to Ordinance 7, Hyatt guests and Hyatt Residence Club owners have access to the District's beaches.

For decades, at the end of the school year, Incline Elementary School's 3rd through 5th grade students/teachers would walk down to Ski Beach and learn about water safety from NLTFPD and District lifeguards. Beginning in 2022, the District placed restrictions on beach access for participants in the water safety program that resulted in the program being suspended at Ski Beach.

III. FINANCIAL IMPACT AND BUDGET

On February 14, 2024, the District entered into an engagement with McDonald Carano as special counsel to the District's policies on restricted access beaches in Incline Village. Pursuant to the engagement letter, fees would not exceed \$50,000, and a \$20,000 retainer was required. To date, the District has spent \$5,450 pursuant to this engagement with \$44,550 remaining.

IV. ALTERNATIVES

The Board of Trustees may do nothing, and the current beach access protocols and restrictions will remain in place.

V. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

Authorize Trustee David Noble to work with Legal Counsel to review the Beach Deed and provide a recommendation as it relates to (a) beach access for IVGID

employees; (b) construction of a safety pier; (c) beach access for Hyatt guests and Hyatt Regency Club owners; and/or (d) beach access for water safety programs.

MEMORANDUM

To: Board of Trustees

Through: Kent Walrack
District General Manager

From: Susan Herron
Director of Administrative Services

Mike Bandelin
General Manager of Diamond Peak Ski Resort

Subject: Review, Discuss and Possibly Approve Changes to Policy 3.1.0, Conduct Meetings of the Board of Trustees

RECOMMENDATION

That the Board of Trustees makes a motion to adopt all changes made to Policy 3.1.0, Conduct Meetings of the Board of Trustees as either presented and/or revised during the January 16, 2025, meeting.

BACKGROUND

Policy 3.1.0, Conduct Meetings of the Board of Trustees is the guiding policy on how meetings are to be conducted, contracts issued, committees established, along with other guiding principles for actions by the Board. It serves as the Staff's document to prepare and submit items for decision making by the Board of Trustees.

Over the past several years, it has undergone a multitude of changes. With the recent Board turnover, Staff thought it was a good time to revisit the policy and offer suggestions on how to change the policy to make the Board of Trustees meetings more productive and efficient.

Attached is the current version (Attachment 1) of this aforementioned policy for reference as well as a redlined version (Attachment 2A & accepted version 2B). The paragraph on Contracts was removed in its entirety and Staff will look to Policy 21.1.0 (Attachment 3), Purchasing Policy for Goods and Services and Policy 21.2.0 (Attachment 4), Purchasing Policy for Public Works Contracts for guidance. Staff will also look at these two policies, in depth, and may propose changes in the future. Both policies are attached for reference.



Conduct Meetings of the Board of Trustees Policy 3.1.0

POLICY. The Board of Trustees will establish the time and place of the regular meeting of the Board of Trustees of the Incline Village General Improvement District and provide the manner in which special meetings of said District may be called, designating the meeting location, establishing the agenda and rules for its proceedings for the Incline Village General Improvement District, Washoe County, State of Nevada

Notice and conduct of all meetings shall conform with the provisions in Nevada Revised Statutes (NRS) 241.020 and NRS 281A (Ethics In Government). Meeting minutes and transcripts of meeting will be in compliance with NRS 241.035.

- 0.1 Regular Meetings.** The regular meeting times and location shall be set by the Board of Trustees.
- 0.2 Special Meetings.** Special meetings of the Board of Trustees shall be held upon call of the Chair of the Board or at least two of the Trustees.
- 0.3 Meeting Place.** All Board of Trustees meetings shall be held within the District.
- 0.4 Item(s) of Business/Agenda Preparation.** The Board Chair, in cooperation with the General Manager, is responsible for preparing the agenda and supporting materials for each meeting. The Chair, in cooperation with the General Manager, will place on the Agenda any item requested by a fellow Trustee.

If a person or party, including the general public, wishes to have a matter considered by the Board, a written request should be submitted to the General Manager, in advance of the meeting, allowing enough time for staff research. The amount of advance time required will be determined by the General Manager, based upon Board Policy, administrative procedure, and the facts in each instance.

No matter shall be heard or acted upon without all accurate and relevant materials being published with the initial publication of the Board Packet. If materials are inaccurate or missing, the agenda item



Conduct Meetings of the Board of Trustees

Policy 3.1.0

will be deferred. Delayed and/or supplemental materials shall defer an agenda item.

The agenda and Board Packet materials shall be posted on the District's website one calendar week prior to the meeting.

Public comment may be scheduled for individual agenda items in addition to the initial and closing public comment period at the discretion of the Chair. Unless otherwise determined, the time limit shall be three (3) minutes for each person wishing to make an initial or closing public comment and shall be two minutes(2) for each person should public comment be permitted for an individual agenda item. Unless otherwise permitted by the Chair, no person shall be allowed to speak more than once on any single agenda item.

The item(s) of business at the regular meetings of said Board may include, but are not limited to:

- Pledge of Allegiance
- Roll call of Trustees
- Appearances/Presentations (Non-action)
- Initial Public Comment – not to include comments on General Business items with scheduled public comment
- Appearances/Presentations/Declarations/Proclamations (Action)
- Approval of Agenda
- Public Hearings (if any) – all changes to Ordinances require a Public Hearing with a minimum of a 21-day notice
- District Staff Update (if any)
 - The General Manager's monthly report
 - Once a month the General Manager is to provide a formal written report outlining the contracts/expenditures s/he approved with proper signing authority per District policy.
- Legal Counsel Update (if any)
- Reports to the Board – Reports are intended to inform the Board and/or the public – Reports shall be limited to 15 minutes or a time to be determined at the discretion of the Chair.
 - GM Report

Conduct Meetings of the Board of Trustees Policy 3.1.0

- Department liaisons' updates (if appropriate)
- Audit Committee (if appropriate)
- Treasurers Report (if any)
 - Payment of Bills – For District payments exceeding \$50,000 or any item of capital expenditure, in the aggregate in any one transaction, a summary of payments made shall be presented to the Board at a public meeting for review. The Board hereby authorizes payment of any and all obligations aggregating less than \$50,000 provided they are budgeted and the expenditure is approved according to District signing authority policy.
 - Any other reports as deemed of value by the Treasurer. This may include a review of procurement card purchases, weekly bill pay review, etc.
- Consent Calendar (if any)
 - In cooperation with the Chair, the General Manager may schedule matters for consideration on a Consent Calendar. The Consent Calendar may not include any action which is subject to a public hearing. Consent Calendar items are:
 - Contracts for review prior to signing/execution;
 - Budgeted items with a financial impact of less than \$100,000;
 - Items that have been previously discussed by the Board of Trustees;
 - “Housekeeping” items that passage without discussion is likely;
 - Meeting minutes approval.
 - Each consent item shall be separately listed on the agenda, under the heading of "Consent Calendar". A memorandum containing all relevant information will be included in the packet materials for each Consent Calendar item. The memorandum should include the justification as a consent item in the Background Section.
 - Any member of the Board may request the removal of a particular item from the Consent Calendar, at the time of the agenda approval, and that the matter shall be removed and addressed in the General Business section of the meeting.

Conduct Meetings of the Board of Trustees

Policy 3.1.0

- A unanimous affirmative vote shall be recorded as a favorable motion and approval of each individual item included on the Consent Calendar.
- General Business
- Reports are intended to inform the Board and/or the public.
- Review of the long range calendar
- Final Public Comment
- Board of Trustees Updates
- Adjournment

0.5 Rules of Proceedings.

- a. Public Meetings. All meetings of the Board shall be in accordance with NRS 241, the Nevada Open Meeting Law.
- b. Quorum. A majority of the Board of Trustees present in person or by virtual technology shall constitute a quorum for the transaction of business. When using virtual technology, so long as there is adequate internet service, the Trustee must be on-camera to qualify for voting. In no event shall any matter be approved without the affirmative vote of three Trustees.
- c. Method of Action. The Board of Trustees shall act only by motion which, to become effective, shall be adopted by the affirmative vote of at least a majority of its members, which is three (3), unless otherwise provided by statutes, including but not limited to NRS 318.280 and NRS 318.350. In the event of only three members present, the method of action must be unanimous.

The District and its Board will operate according to NRS 281A, Ethics In Government. Should a conflict of interest be a concern, the Trustee will abide by NRS 281A and potentially abstain from voting. According to NRS 241.0355, an abstention is not a vote in favor.

- d. Recording Vote. All Trustees present and voting, shall have their yes/ayes and no/nays taken on all actions taken and

Conduct Meetings of the Board of Trustees Policy 3.1.0

entered into the minutes. All Trustees shall have the equal right to vote, make and second motions. If the vote for/against any item is not unanimous, the Chair may ask the Clerk to conduct a roll call vote.

- e. Ordinances. The enacting clause of all ordinances passed by the Board shall include the word "ordinance" and be consecutively numbered. All actions to pass or revise an ordinance shall be attested by the Secretary.
- f. Contracts. Until this policy is modified, all contracts are to be provided to the Board for review prior to signing/execution. The Board shall designate one Trustee to review, approve the signing of any contracts, and inform the Board of said action, when time is of the essence. In addition, contracts proposed and/or estimated to exceed the signing authority in Policy 20.1.0 subparagraph 1.5 or Policy 21.1.0 subparagraph 1.6, must be approved by the Board of Trustees. The General Manager has the authority to execute contracts per Board Policy so long as the funds were budgeted for the specific purpose. All documents approved or awarded by the Board shall be signed in the name of the District by two (2) officers of the Board of Trustees, unless authorization to sign is given to another person(s) by the Board.
- g. Claims. The Board of Trustees may engage the General Manager and General Counsel to negotiate on behalf of IVGID, the settlement of all property damage, personal injury, or liability claims. Final settlement of such claims must be approved by the Board. The General Manager may accept a tentative settlement, which shall not be final and binding upon IVGID, unless and until approved by the Board of Trustees.
- h. Litigation. The General Manager must obtain Board of Trustees authorization, at a public meeting, to initiate any lawsuit, appeal any decision or judgement, or retain legal counsel to defend a lawsuit. In addition, the role of the General Manager is to carry out the business of the Board. Any discussion, conversation,

Conduct Meetings of the Board of Trustees Policy 3.1.0

or communication between the GM and outside legal counsel require the Board to be immediately informed.

- i. Texting. At no time during a meeting are Trustees to be making use of digital technology to communicate with others. The meetings are to conduct business by the Trustees.
- 0.6 Robert's Rules.** Unless contrary to this rule, such meetings shall be substantially conducted in conformity with Robert's Rules of Order unless those provisions conflict with Chapter 241 of the NRS, in which case, the statutes will prevail.
- 0.7 Reconsideration.** Reversal, or substantial modification, of any item by the Board of Trustees within six months of the meeting date at which the action was taken, shall only be considered as follows:
- The General Manager may request reconsideration of any action of the Board, and place reconsideration of the action before the Board, if the General Manager determines that the action compromises the efficiency of operations or otherwise impairs the effective management of the District.
 - A Board action may also be scheduled for reconsideration if at least two Trustees make written requests.
 - Written requests for reconsideration by any other person or party, including members of the general public, will be distributed to the Trustees but shall not be placed on the Board agenda, without the concurrence of at least two Trustees, as provided above.

If the original action was taken after a Public Hearing, a second Public Hearing shall be held in conjunction with any reconsideration.

Once placed on the agenda under the procedure established herein, the Board may rescind, modify, reaffirm, or take no action on the item; in the same manner it would take action on any other General Business agenda item.

- 0.8 Officers of the Board.** As the first item of General Business at the first meeting of the calendar year, the Board of Trustees shall elect a



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Chair, Vice Chair, Treasurer, and Secretary. It is recommended that the officers of the Board rotate on a reasonable basis. Roles should change at least every 2 years. Each Officers term will begin as defined by the agenda item and will continue until the next election. The officer roles and responsibilities are outlined in the Trustee Handbook.

According to NRS 318.085(1), the role of Treasurer and the Secretary may be fulfilled by someone other than a Trustee.

Should a vacancy occur, the Board of Trustees shall follow NRS 318.090(5) to fill the vacancy. The most current roster for the current Board of Trustees is located on the District’s website.

0.9 Advisory Committees. The Board of Trustees may from time to time establish citizen committees to advise it on policy matters of the District. All such committees shall serve at the pleasure of the Board, and the Board shall have the authority to remove any member or all members from any and all committees at any time, or to change any of the terms of office thereof. Unless otherwise provided for in the document creating such committee and as permitted by applicable law. Committees shall be advisory in nature only, and shall have no authority to set policy; expend or obligate funds; hire, fire, supervise, or direct staff; or speak on behalf of the District, the Board, or its officers or employees. All committees shall conduct their business according to Roberts Rules of Order and shall conform to all provisions of the Nevada Open Meeting Law. If any Trustee is appointed to serve on a committee, the Trustee shall be the chair of that committee, unless other methods for selecting the chair have been approved by the Board of Trustees. If more than one Trustee is appointed to serve on the committee, then the Board shall determine by motion which Trustee shall serve as chair.

The General Manager may establish citizen advisory committees or bodies to advise the General Manager on areas of interest. These Citizen Advisory Committees are distinctively different from Board advisory committees as they are created by the General Manager to provide input. As such, they are not subject to the Nevada Open Meeting Law, but a reasonable attempt is to be made to notify



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members of the public of their meetings. Only 1 Board member may serve on each Advisory Committee established by the General Manager. One Board member shall serve on the General Manager's citizen advisory committee and can serve on multiple Advisory Committees established by the General Manager.

- 0.10 Legislative Matters.** The General Manager may from time to time propose positions on legislative issues, which positions shall be reviewed and approved by the Board at its regular meeting.
- 0.11 Conflict Resolution.** In the event that the provisions of Policy 3.1.0 conflict with any other Policy Provisions, this policy shall prevail.
- 0.12 Board Highlights.** Board meeting highlights shall be posted on the District's website in addition to being emailed to subscribers. The highlights are to include a list of issues brought the attention of the Board by the public, brief overviews of each agenda item and when applicable, the results of a vote.



Conduct of Meetings of the Board of Trustees Policy 3.1.0

POLICY. ~~This Policy governs the conduct of meetings of all meetings of the Board of Trustees of the Incline Village General Improvement District will establish the time and place of the, including but not limited to the calling of regular meetings of the Board of Trustees of the Incline Village General Improvement District and provide,~~ the manner in which special meetings of said District may be called, designating the meeting location, establishing the agenda and rules for its proceedings for the Incline Village General Improvement District, Washoe County, State of Nevada.

~~Notice and cAll meetings shall be conducted in accordance onduct of all meetings shall conform~~ with the provisions in Nevada Revised Statutes (NRS) ~~Chapter 241.020 and NRS 281A (Ethics In Government). Meeting minutes and transcripts of meeting with be in compliance with NRS 241.035.~~

- 0.1 Regular Meetings.** The regular meeting times and location shall be set by the Board of Trustees.
- 0.2 Special Meetings.** Special meetings of the Board of Trustees shall be held upon call of the Chair of the Board or at least two of the Trustees. Notice of all meetings shall be given in conformity with the provisions of Nevada Revised Statutes 241.020.
- 0.3 Meeting Place.** All Board of Trustees meetings shall be held within the District.
- 0.4 Item(s) of Business/Agenda Preparation.** The Board Chair, in cooperation with the General Manager, is responsible for preparing the agenda and supporting materials for each meeting. The Chair, in cooperation with the General Manager, will place on the Agenda any item requested by a fellow Trustee.

If a person or party, including the general public, wishes to have a matter considered by the Board, a written request should be submitted to the General Manager, in advance of the meeting, allowing enough time for staff research. The amount of advance time required will be determined by the General Manager, based upon Board Policy, administrative procedure, and the facts in each instance.

No matter shall be heard or acted upon ~~without all accurate and~~
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~~relevant materials being published with the initial publication of the Board Packet. If materials are inaccurate or missing, the agenda item~~



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~~will be deferred. Delayed and/or supplemental materials shall defer an agenda item, except in compliance with NRS Chapter 241.~~

~~The agenda and Board Packet materials shall be posted on the District's website one calendar week prior to the meeting.~~

~~Public comment may be scheduled for individual agenda items in addition to the initial and closing public comment period at the discretion of the Chair. Unless otherwise determined, the time limit shall be three (3) minutes for each person wishing to make an initial or closing public comment and shall be two minutes (2) for each person should public comment be permitted for an individual agenda item. Unless otherwise permitted by the Chair, no person shall be allowed to speak more than once on any single agenda item.~~

The item(s) of business at the regular meetings of said Board may include, but are not limited to:

- Pledge of Allegiance
- Roll call of Trustees
- Appearances/Presentations (Non-action)
- Initial Public Comment – not to include comments on General Business items with scheduled public comment
- Appearances/Presentations/Declarations/Proclamations (Action)
- Approval of Agenda
- Public Hearings (if any) – all changes to Ordinances require a Public Hearing with a minimum of a 21-day notice
- District Staff Update (if any)
 - The General Manager's monthly report
 - Once a month the General Manager is to provide a formal written report outlining the contracts/expenditures s/he approved with proper signing authority per District policy.
- Legal Counsel Update (if any)
- Reports to the Board – Reports are intended to inform the Board and/or the public – Reports shall be limited to 15 minutes or a time to be determined at the discretion of the Chair.
 - GM Report



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- Department liaisons' updates (if appropriate)
- Audit Committee (if appropriate)
- Treasurers Report (if any)
 - ~~Payment of Bills — For District payments exceeding \$50,000 or any item of capital expenditure, in the aggregate in any one transaction, a summary of payments made shall be presented to the Board at a public meeting for review. The Board hereby authorizes payment of any and all obligations aggregating less than \$50,000 provided they are budgeted and the expenditure is approved according to District signing authority policy.~~
 - ~~Any other reports as deemed of value by the Treasurer. This may include a review of procurement card purchases, weekly bill pay review, etc.~~
- Consent Calendar (if any)
 - ~~In cooperation with the Chair, the General Manager may schedule matters for consideration on a Consent Calendar. The Consent Calendar may not include any action which is subject to a public hearing. Consent Calendar items are:~~
 - ~~Contracts for review prior to signing/execution;~~
 - ~~Budgeted items with a financial impact of less than \$100,000;~~
 - ~~Items that have been previously discussed by the Board of Trustees;~~
 - ~~“Housekeeping” items that passage without discussion is likely;~~
 - ~~Meeting minutes approval.~~
 - ~~Each consent item shall be separately listed on the agenda, under the heading of "Consent Calendar". A memorandum containing all relevant information will be included in the packet materials for each Consent Calendar item. The memorandum should include the justification as a consent item in the Background Section.~~
 - ~~Any member of the Board may request the removal of a particular item from the Consent Calendar, at the time of the agenda approval, and that the matter shall be removed and addressed in the General Business section of the meeting.~~



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~~○ A unanimous affirmative vote shall be recorded as a favorable motion and approval of each individual item included on the Consent Calendar.~~

- General Business
- Reports are intended to inform the Board and/or the public.
- Review of the long range calendar
- Final Public Comment
- Board of Trustees Updates
- Adjournment

0.5 Rules of Proceedings.

- a. ~~Public Meetings~~Open Meeting Law. All meetings of the Board shall be in accordance with NRS 241, the Nevada Open Meeting Law.
- b. Quorum. A majority of the Board of Trustees present in person or by virtual technology shall constitute a quorum for the transaction of business. When using virtual technology, so long as there is adequate internet service, the Trustee must be on-camera to qualify for voting. In no event shall any matter be approved without the affirmative vote of three Trustees.
- c. Method of Action. The Board of Trustees shall ~~act only by motion which, to become effective, shall be adopted by the~~only take action by the affirmative vote of at least a majority of its members, which is three (3), ~~unless otherwise provided by statutes except where a greater requirement for passage of the action is prescribed by applicable law,~~ including but not limited to NRS 318.280 and NRS 318.350. ~~In the event of only three members present, the method of action must be unanimous.~~

~~The District and its Board will operate according to~~Trustees shall participate in voting subject to the requirements of NRS Chapter 281A, Ethics In Government. Should a conflict of interest be a concern, the Trustee will abide by NRS 281A and potentially abstain from voting. According to NRS 241.0355, an abstention ~~is~~shall not count as a ~~not a~~ vote in favor.



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- d. ~~Recording Vote.~~ All Trustees present and voting, shall have their ~~yes/ayes and no/nays taken on all actions taken~~ and votes



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- d. entered into the minutes. All Trustees shall have the equal right to vote, make and second motions. ~~If the vote for/against any item is not unanimous, t~~The Chair may ask the Clerk to conduct a roll call vote on any manner required by law or deemed appropriate.
- e. Ordinances. The enacting clause of all ordinances passed by the Board shall include the word "ordinance" and be consecutively numbered. All actions to pass or revise an ordinance shall be attested by the Secretary.
- ~~f. Contracts. Until this policy is modified, all contracts are to be provided to the Board for review prior to signing/execution. The Board shall designate one Trustee to review, approve the signing of any contracts, and inform the Board of said action, when time is of the essence. In addition, contracts proposed and/or estimated to exceed the signing authority in Policy 20.1.0 subparagraph 1.5 or Policy 21.1.0 subparagraph 1.6, must be approved by the Board of Trustees. The General Manager has the authority to execute contracts per Board Policy so long as the funds were budgeted for the specific purpose. All documents approved or awarded by the Board shall be signed in the name of the District by two (2) officers of the Board of Trustees, unless authorization to sign is given to another person(s) by the Board.~~
- a. Claims. The ~~Board of Trustees may engage the~~ General Manager and General Counsel ~~to shall~~ negotiate on behalf of IVGID, the settlement of all property damage, personal injury, or liability claims. Final settlement of such claims must be approved by the Board. The General Manager may accept a tentative settlement, which shall not be final and binding upon IVGID, unless and until approved by the Board of Trustees. The Board of Trustees shall be kept informed about the status of any claims filed against the District and any significant developments.
- ~~b. Litigation. The General Manager must obtain Board of Trustees authorization, at a public meeting, to initiate any lawsuit, appeal any decision or judgement, or retain legal counsel to defend a~~
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lawsuit. In addition, the role of the General Manager is to carry out the business of the Board. ~~Any discussion, conversation,~~



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- b. ~~or communication between the GM and outside legal counsel require the Board to be immediately informed. The Board of Trustees shall be kept informed about the status of all litigation and any significant developments.~~
- c. ~~Texting~~ Use of Technology. At no time during a meeting ~~are Trustees to be making~~ should Trustees use of digital technology to communicate with ~~each other about an item of District business.~~ each other about an item of District business. ~~The meetings are to conduct business by the Trustees.~~

0.2 Consent Calendar. In cooperation with the Chair, the General Manager may schedule matters for consideration on a Consent Calendar. The Consent Calendar may not include any action which is subject to a public hearing. Each consent item shall be separately listed on the agenda, under the heading of "Consent Calendar".

Any member of the Board may request the removal of a particular item from the Consent Calendar, at the time of the agenda approval, and that the matter shall be removed and addressed in the General Business section of the meeting.

0.20.3 Robert's Rules. Unless contrary to this rule, such meetings shall be substantially conducted in conformity with Robert's Rules of Order unless those provisions conflict with NRS Chapter 241 ~~of the NRS~~, in which case, the statutes will prevail.

0.4 Motions to Reconsideration. ~~Reversal, or substantial modification, of any item by the Board of Trustees~~ A motion to reconsider must be made at the meeting where the item was first voted upon. A motion to reconsider made at a later time is untimely, and votes shall be deemed final as of the adjournment of a meeting. A motion to reconsider may be made only by a member who voted in the majority on the original motion. If a motion to reconsider passes, the original motion shall be deemed void, and the matter may shall be subject to debate and new motion. Following the conclusion of the meeting, revisiting of an item may only occur subject to placement of the item on an agenda in accordance with NRS Chapter 241.

~~0.6~~ within six months of the meeting date at which the action was taken, shall only be considered as follows:

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- ~~• The General Manager may request reconsideration of any action of the Board, and place reconsideration of the action before the Board, if the General Manager determines that the action compromises the efficiency of operations or otherwise impairs the effective management of the District.~~
- ~~• A Board action may also be scheduled for reconsideration if at least two Trustees make written requests.~~
- ~~• Written requests for reconsideration by any other person or party, including members of the general public, will be distributed to the Trustees but shall not be placed on the Board agenda, without the concurrence of at least two Trustees, as provided above.~~

~~If the original action was taken after a Public Hearing, a second Public Hearing shall be held in conjunction with any reconsideration.~~

~~Once placed on the agenda under the procedure established herein, the Board may rescind, modify, reaffirm, or take no action on the item; in the same manner it would take action on any other General Business agenda item.~~

- 0.3** ~~Officers of the Board.~~ As the first item of General Business at the first meeting of the calendar year, the Board of Trustees shall elect a



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0.5 Chair, Vice Chair, Treasurer, and Secretary. It is recommended that the officers of the Board rotate on a reasonable basis. Roles should change at least every 2 years. Each Officers term will begin as defined by the agenda item and will continue until the next election. The officer roles and responsibilities are outlined in the Trustee Handbook.

According to NRS 318.085(1), the role of Treasurer and the Secretary may be fulfilled by someone other than a Trustee.

Should a vacancy occur, the Board of Trustees shall follow NRS 318.090(5) to fill the vacancy. The most current roster for the current Board of Trustees is located on the District's website.

~~0-40.6~~ Advisory Committees. The Board of Trustees may from time to time establish citizen committees to advise it on policy matters of the District. All such committees shall serve at the pleasure of the Board, and the Board shall have the authority to remove any member or all members from any and all committees at any time, or to change any of the terms of office thereof. ~~Unless otherwise provided for in the document creating such committee and as permitted by applicable law.~~ Committees shall be advisory in nature only, and shall have no authority to set policy; expend or obligate funds; hire, fire, supervise, or direct staff; or speak on behalf of the District, the Board, or its officers or employees. All committees shall conduct their business ~~according to Roberts Rules of Order and shall conform to subject to~~ all applicable provisions of the Nevada Open Meeting Law. If any Trustee is appointed to serve on a committee, the Trustee shall be the chair of that committee, unless other methods for selecting the chair have been approved by the Board of Trustees. If more than one Trustee is appointed to serve on the committee, then the Board shall determine by motion which Trustee shall serve as chair.

The General Manager may establish citizen advisory committees or bodies to advise the General Manager on areas of interest. ~~These Citizen Advisory Committees are distinctively different from Board advisory committees as they are created by the General Manager to provide input. As such, they~~Such groups are not subject to the Nevada's Open Meeting Law, ~~but a reasonable attempt is to be made to notify~~



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~~members of the public of their meetings. Only 1 Board member may serve on each Advisory Committee established by the General Manager. One Board member shall serve on the General Manager's citizen advisory committee and can serve on multiple Advisory Committees established by the General Manager, provided that they only advise the General Manager and do not make decisions for or recommendations to Board of Trustees or any other body whose meetings are subject to Nevada's Open Meeting Law.~~

0.7 Public Participation. ~~Public comment may be scheduled for individual agenda items in addition to the initial and closing public comment period at the discretion of the Chair. Unless otherwise determined, the time limit shall be three minutes for each person wishing to make an initial or closing public comment and shall be two minutes for each person should public comment be permitted for an individual agenda item. Unless otherwise permitted by the Chair, no person shall be allowed to speak more than once on any single agenda item.~~

0.5 Legislative Matters. The General Manager may from time to time propose positions on legislative issues, which positions shall be reviewed and approved by the Board at its regular meeting.

0.8

0.6 Conflict Resolution. ~~In the event that the provisions of Policy 3.1.0 conflict with any other Policy Provisions, this policy shall prevail.~~

0.70.9 Board Highlights. ~~Board meeting highlights shall be posted on the District's website in addition to being emailed to subscribers. The highlights are to include a list of issues brought the attention of the Board by the public, brief overviews of each agenda item and when applicable, the results of a vote.~~
Meeting Minutes. Meeting minutes shall be prepared in accordance with NRS 241.035 and the guidance of the Attorney General, as set forth in the Nevada Open Meeting Law Manual. Meeting minutes shall be styled as action item minutes and prepared by the District Clerk or designee.



Conduct of Meetings of the Board of Trustees Policy 3.1.0

POLICY. This Policy governs the conduct of meetings of all meetings of the Board of Trustees of the Incline Village General Improvement District , including but not limited to the calling of regular meetings of the Board of Trustees, the manner in which special meetings of said District may be called, designating the meeting location, establishing the agenda and rules for its proceedings for the Incline Village General Improvement District, Washoe County, State of Nevada.

All meetings shall be conducted in accordance with the provisions in Nevada Revised Statutes (NRS) Chapter 241.

- 0.1 Regular Meetings.** The regular meeting times and location shall be set by the Board of Trustees.
- 0.2 Special Meetings.** Special meetings of the Board of Trustees shall be held upon call of the Chair of the Board or at least two of the Trustees. Notice of all meetings shall be given in conformity with the provisions of Nevada Revised Statutes 241.020.
- 0.3 Meeting Place.** All Board of Trustees meetings shall be held within the District.
- 0.4 Item(s) of Business/Agenda Preparation.** The Board Chair, in cooperation with the General Manager, is responsible for preparing the agenda and supporting materials for each meeting. The Chair, in cooperation with the General Manager, will place on the Agenda any item requested by a fellow Trustee.

If a person or party, including the general public, wishes to have a matter considered by the Board, a written request should be submitted to the General Manager, in advance of the meeting, allowing enough time for staff research. The amount of advance time required will be determined by the General Manager, based upon Board Policy, administrative procedure, and the facts in each instance.

No matter shall be heard or acted upon except in compliance with NRS Chapter 241.



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The item(s) of business at the regular meetings of said Board may include, but are not limited to:

- Pledge of Allegiance
- Roll call of Trustees
- Appearances/Presentations (Non-action)
- Initial Public Comment – not to include comments on General Business items with scheduled public comment
- Appearances/Presentations/Declarations/Proclamations (Action)
- Approval of Agenda
- Public Hearings (if any) – all changes to Ordinances require a Public Hearing with a minimum of a 21-day notice
- District Staff Update (if any)
 - The General Manager’s monthly report
 - Once a month the General Manager is to provide a formal written report outlining the contracts/expenditures s/he approved with proper signing authority per District policy.
- Legal Counsel Update (if any)
- Reports to the Board – Reports are intended to inform the Board and/or the public – Reports shall be limited to 15 minutes or a time to be determined at the discretion of the Chair.
 - GM Report
 - Department liaisons’ updates (if appropriate)
 - Audit Committee (if appropriate)
 - Treasurer’s Report (if any)
- Consent Calendar (if any)
- General Business
- Reports are intended to inform the Board and/or the public.
- Review of the long range calendar
- Final Public Comment
- Board of Trustees Updates
- Adjournment

0.5 Rules of Proceedings.

- a. Open Meeting Law. All meetings of the Board shall be in accordance with NRS 241, the Nevada Open Meeting Law.
- b. Quorum. A majority of the Board of Trustees present in person



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or by virtual technology shall constitute a quorum for the transaction of business. When using virtual technology, so long as there is adequate internet service, the Trustee must be on-camera to qualify for voting. In no event shall any matter be approved without the affirmative vote of three Trustees.

- c. Method of Action. The Board of Trustees shall only take action by the affirmative vote of at least a majority of its members, which is three (3), except where a greater requirement for passage of the action is prescribed by applicable law, including but not limited to NRS 318.280 and NRS 318.350.

Trustees shall participate in voting subject to the requirements of NRS Chapter 281A, Ethics In Government. Should a conflict of interest be a concern, the Trustee will abide by NRS 281A and potentially abstain from voting. According to NRS 241.0355, an abstention shall not count as a vote in favor.

- d. Recording Vote. All Trustees present and voting, shall have their votes entered into the minutes. All Trustees shall have the equal right to vote, make and second motions. The Chair may ask the Clerk to conduct a roll call vote on any manner required by law or deemed appropriate.
- e. Ordinances. The enacting clause of all ordinances passed by the Board shall include the word "ordinance" and be consecutively numbered. All actions to pass or revise an ordinance shall be attested by the Secretary.

- a. Claims. The General Manager and General Counsel shall negotiate on behalf of IVGID, the settlement of all property damage, personal injury, or liability claims. Final settlement of such claims must be approved by the Board. The General Manager may accept a tentative settlement, which shall not be final and binding upon IVGID, unless and until approved by the Board of Trustees. The Board of Trustees shall be kept informed about the status of any claims filed against the District and any significant developments.

- b. Litigation. The General Manager must obtain Board of Trustees



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authorization, at a public meeting, to initiate any lawsuit, appeal any decision or judgement, or retain legal counsel to defend a lawsuit. In addition, the role of the General Manager is to carry out the business of the Board. The Board of Trustees shall be kept informed about the status of all litigation and any significant developments.

- c. Use of Technology. At no time during a meeting should Trustees use digital technology to communicate with each other about an item of District business.

0.2 Consent Calendar. In cooperation with the Chair, the General Manager may schedule matters for consideration on a Consent Calendar. The Consent Calendar may not include any action which is subject to a public hearing. Each consent item shall be separately listed on the agenda, under the heading of "Consent Calendar".

Any member of the Board may request the removal of a particular item from the Consent Calendar, at the time of the agenda approval, and that the matter shall be removed and addressed in the General Business section of the meeting.

0.3 Robert's Rules. Unless contrary to this rule, such meetings shall be substantially conducted in conformity with Robert's Rules of Order unless those provisions conflict with NRS Chapter 241, in which case, the statutes will prevail.

0.4 Motions to Reconsider. A motion to reconsider must be made at the meeting where the item was first voted upon. A motion to reconsider made at a later time is untimely, and votes shall be deemed final as of the adjournment of a meeting. A motion to reconsider may be made only by a member who voted in the majority on the original motion. If a motion to reconsider passes, the original motion shall be deemed void, and the matter may shall be subject to debate and new motion. Following the conclusion of the meeting, revisiting of an item may only occur subject to placement of the item on an agenda in accordance with NRS Chapter 241.

0.5 Officers of the Board. As the first item of General Business at the first meeting of the calendar year, the Board of Trustees shall elect a



Conduct of Meetings of the Board of Trustees

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Chair, Vice Chair, Treasurer, and Secretary. It is recommended that the officers of the Board rotate on a reasonable basis. Roles should change at least every 2 years. Each Officers term will begin as defined by the agenda item and will continue until the next election. The officer roles and responsibilities are outlined in the Trustee Handbook.

According to NRS 318.085(1), the role of Treasurer and the Secretary may be fulfilled by someone other than a Trustee.

Should a vacancy occur, the Board of Trustees shall follow NRS 318.090(5) to fill the vacancy. The most current roster for the current Board of Trustees is located on the District’s website.

0.6 Advisory Committees. The Board of Trustees may from time to time establish citizen committees to advise it on policy matters of the District. All such committees shall serve at the pleasure of the Board, and the Board shall have the authority to remove any member or all members from any and all committees at any time, or to change any of the terms of office thereof. Committees shall be advisory in nature only, and shall have no authority to set policy; expend or obligate funds; hire, fire, supervise, or direct staff; or speak on behalf of the District, the Board, or its officers or employees. All committees shall conduct their business subject to all applicable provisions of the Nevada Open Meeting Law. If any Trustee is appointed to serve on a committee, the Trustee shall be the chair of that committee, unless other methods for selecting the chair have been approved by the Board of Trustees. If more than one Trustee is appointed to serve on the committee, then the Board shall determine by motion which Trustee shall serve as chair.

The General Manager may establish citizen advisory committees or bodies to advise the General Manager on areas of interest. Such groups are not subject to the Nevada’s Open Meeting Law, provided that they only advise the General Manager and do not make decisions for or recommendations to Board of Trustees or any other body whose meetings are subject to Nevada’s Open Meeting Law.

0.7 Public Participation. Public comment may be scheduled for individual agenda items in addition to the initial and closing public comment period at the discretion of the Chair. Unless otherwise



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determined, the time limit shall be three minutes for each person wishing to make an initial or closing public comment and shall be two minutes for each person should public comment be permitted for an individual agenda item. Unless otherwise permitted by the Chair, no person shall be allowed to speak more than once on any single agenda item.

- 0.8 Legislative Matters.** The General Manager may from time to time propose positions on legislative issues, which positions shall be reviewed and approved by the Board at its regular meeting.

- 0.9 Meeting Minutes.** Meeting minutes shall be prepared in accordance with NRS 241.035 and the guidance of the Attorney General, as set forth in the Nevada Open Meeting Law Manual. Meeting minutes shall be styled as action item minutes and prepared by the District Clerk or designee.



Purchasing Policy for Goods and Services Policy 21.1.0

1.0 Policy

This policy is cited as the “Incline Village General Improvement District Purchasing Policy” and is hereafter referred to as the “Purchasing Policy” or “policy.”

1.1 Purpose

The purposes of the Purchasing Policy (policy) are to define the purchasing system that is used for the procurement of goods and services (general services and professional services, unless specified) as authorized by the Nevada Revised Statutes; to provide for the fair and equitable treatment of all parties involved in the purchasing process; to obtain the highest possible value in exchange for public funds; to exercise positive financial control over purchases; and to safeguard the quality and integrity of the purchasing system.

1.2 Enabling Statute(s)

The Purchasing Policy is adopted pursuant to Chapter 332 of the Nevada Revised Statutes (NRS), cited as the Local Government Purchasing Act. Any purchase of goods and/or services as defined herein shall be made in compliance with the Local Government Purchasing Act or more restrictive requirements as may be adopted by the Incline Village General Improvement District Board of Trustees.

For goods and services purchases that utilize federal grant funding, the procurement standards required by Title 2, Subtitle A, Chapter II, Part 200, Subpart D, sections 200.318 to 327 (2 CFR 200.318 to 327) shall apply.

With the exception of Sections 1.3, 1.4, 1.5, and where specifically noted elsewhere, this policy shall not apply to the procurement of public works construction projects, which shall be governed by NRS Chapter 338.

1.3 Definitions

For the purposes of this policy and implementing administrative procedures, the following definitions shall apply:

- A. Authorized representative. Unless otherwise designated, the authorized representative is the person/position designated by the Board of Trustees (governing body) to be responsible for purchasing functions described or referenced herein. The



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- authorized representative of the District is the General Manager, who may delegate purchasing roles and responsibilities as allowed by and in accordance with this policy.
- B. Awarding body. The awarding body is the Board of Trustees or its authorized representative as defined and prescribed herein.
 - C. Competitive solicitation. A written statement that sets forth the requirements and specifications of a required purchase that can include an invitation to bid, request for proposals, and request for statement of qualifications, request for quotations, or other acceptable methods in compliance with NRS Chapter 332.
 - D. Contract. A mutual, written understanding between two or more competent parties, whereby one party agrees to perform as defined in the contract and the other party agrees to compensation for the performance rendered in accordance with the contract conditions. Contract and agreement may be used synonymously, and a purchase order can be a legally binding contract if issued with the terms and conditions of a purchase transaction.
 - E. Contract amendment. An agreed upon modification to an existing and properly awarded contract. Contract amendments shall be approved by the appropriate awarding body based on the aggregate total of the contract, i.e., the initial contract plus each amendment.
 - F. Contract change order. A modification to an existing contract to add or deduct work or materials that does not increase the approved contract amount.
 - G. Contract contingency. A percentage amount, typically ten percent, which is recommended for approval to the awarding body at the time of contract award that is reserved for unforeseen conditions encountered during project delivery. A contract contingency cannot be used to increase the scope of a project (see contract amendment).
 - H. General services. Work performed or services rendered by independent contractors such as custodial services; building, equipment or other maintenance not classified as a public work; and machinery and equipment rental. General services are typically associated with operational work and involve physical skills.
 - I. Goods. Equipment, materials and supplies to be furnished or used by any department of the District, including items to be purchased by the District and furnished to contractors for use in public works projects.
 - J. Governing body. The governing body shall be the Board of Trustees.
 - K. Implementing administrative procedures. Written instructions and procedures approved by the General Manager that implement the prescriptions and requirements of this policy.
 - L. Lowest responsive and responsible bidder. A responsible bidder/proposer who submits a bid/proposal that is responsive to the solicitation requirements.



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- M. Professional services. Services performed by a person or firm engaged in a profession based on highly specialized and/or technical knowledge or skill such as accountants, attorneys, architects, engineers, and physicians. Professional services are most closely associated with consultants who produce reports, studies and plans/specifications.
- N. Sole Source. Sole source procurement means that only one source (vendor/supplier) exists to purchase the equipment, goods or supplies.
- O. State Contracts – Contracts entered into by the State of Nevada Purchasing Division which are located at <https://nevadaepro.com/bso/>. These contracts are eligible for use by the District pursuant to NRS §332 and §333.
- P. Surplus Personal Property. Equipment, materials and supplies that is no longer used or has become obsolete, to be sold, exchanged or donated in accordance with NRS Chapter 332.

1.4 Procurement Responsibilities

This section sets forth procurement responsibilities of Incline Village General Improvement District (IVGID or District) staff members.

1.4.1 General Manager

The General Manager, as the Board of Trustee's authorized representative, or his/her designee, is responsible for the following procurement activities and functions:

- A. Adopting and keeping current administrative procedures that implement this purchasing policy and subsequent updates for consistency with NRS Chapter 332, or other changes in the law or revisions desired by the Board of Trustees.
- B. Overseeing and facilitating compliance with this policy, including:
 - 1) Exercising financial control over purchase transactions.
 - 2) Conducting competitive bidding and other forms of solicitation in the manner prescribed by [Article 2, Competitive Solicitation Requirements](#) of this policy.
 - 3) Awarding, recommending the award, and executing contracts in the manner prescribed by [Section 1.5, Contract Award Authority](#) of this policy.
 - 4) Staying informed of public procurement and market trends for effective procurement management.
 - 5) Prescribing and maintaining such forms as are necessary to conduct procurement processes compliant with this policy.
 - 6) Recommending updates to the purchasing policy for Board approval, as needed.



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- 7) Maintaining purchasing records and tracking expenditures associated with goods and services purchases.
- 8) Approve the sale, donation, or trade-in of surplus personal property as prescribed in NRS Chapter 332.

1.4.2 Department Directors

Each department director shall be responsible for ensuring that all departmental purchases are made in compliance with this policy and implementing administrative procedures, including:

- A. Preparing competitive solicitations appropriate to the procurement.
- B. Developing a good faith cost estimate of each procurement, planned or otherwise, to determine the appropriate solicitation procedure(s) whether competitively bid or sourced.
- C. Ensuring that the proper solicitation method is followed.
- D. Evaluating bids, proposals or price quotations received in accordance with the selection procedures appropriate to the method of solicitation.
- E. Ensuring that any contract or purchase order resulting from a solicitation process is approved and executed by the appropriate Awarding Body as defined herein.
- F. Ensuring that sufficient funds are appropriated to pay for a purchase.
- G. Ensuring that a contractor, consultant or vendor has met all District requirements pertinent to the purchase before goods are provided or services rendered. Such requirements may include, but are not limited to:
 - 1) Payment and/or performance bonds,
 - 2) Insurance certificates listing IVGID as an additional insured with incorporated endorsement pages, or
 - 3) Appropriate permits and/or licenses.
- H. Inspecting goods received to determine conformance with product specifications.
- I. Monitoring the performance of contractors, consultants and vendors to ensure compliance with contract requirements.
- J. Recommending and preparing contract amendments and change orders as necessary, and ensuring that such instruments are approved by the appropriate Awarding Body and that sufficient funds are appropriated to pay for the contract modification.
- K. Ensuring that due diligence is performed before determining that a purchase can proceed without a competitive solicitation process, provided that:
 - 1) The exception to a competitive solicitation is allowable under NRS Chapter 332 and is not otherwise excluded from exception by this policy.



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- 2) The exception is properly documented and approved by the authorized representative.
- 3) A resultant contract or purchase order is appropriately funded and approved by the appropriate awarding body.
- L. Keeping sufficient records of all departmental procurement process documentation, contracts and expenditures thereof, and ensuring that documentation is properly stored and filed in accordance with required recordkeeping procedures.
- M. Recommend the disposal of surplus personal property in accordance with NRS Chapter 332.

1.5 Contract Award Authority

The authority to approve and execute contracts that legally bind IVGID to the purchase of goods and/or services shall be vested in the Board of Trustees, or its authorized representative, as prescribed in this policy, subject to mandatory requirements of NRS Chapter 332 that may be adopted and which supersede IVGID policy prescription.

1.5.1 Board of Trustees

The Board of Trustees shall be the awarding body for any purchase of goods and/or services. For operational effectiveness and efficiency, business necessity or other purpose, the Board of Trustees, in its capacity as the governing body, may delegate the authority to award and execute contracts of any amount to the authorized representative. Such authority shall only be delegated as prescribed by this policy.

Until such time that economic conditions or other factors require a modification, the Board of Trustees shall approve any purchase for which the single transaction as defined herein exceeds \$100,000.

1.5.2 Delegation of Contract Award Authority

The following subsections establish the dollar threshold amounts and other requirements associated with the delegation of contract award authority.

1.5.2.1 Delegation by the Board of Trustees to the General Manager

To ensure efficient and effective business operation of the District, the General Manager, as the authorized representative of governing body, may award and



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execute contracts for the purchase of goods and/or services for which a single transaction does not exceed \$100,000.

Nothing in this section shall preclude the General Manager from requesting Board approval for contracts below this amount if deemed to be in the best interest of the District.

1.5.2.2 Delegation by the General Manager to District Staff Members

To ensure the efficient and effective business operation of the District, the General Manager may delegate contract award and/or execution authority granted by the Board of Trustees to the authorized representative. Such delegation shall be in writing and shall be reported to the Board of Trustees as an information item at the next regularly scheduled Board meeting.

1.5.2.3 Award Authority Determined by Single Transaction

For the purpose of determining the appropriate award authority, contract amounts shall be defined by what constitutes a single, or one transaction, as follows:

- A. One-time Purchase. Each discrete, one-time purchase that will not be duplicated in a fiscal year or fiscal years is a single transaction.
- B. As-needed or On-call Contracts. The contract term of an as-needed or on-call contract that may be required for recurring goods or services throughout a fiscal year, coupled with the total estimated value to be spent during the contract term, shall be considered a single transaction.
- C. Contract Amendments. A single transaction associated with a contract amendment shall be the sum total of the original contract amount of the amendment.
- D. Multi-year Contracts. A single transaction associated with a contract awarded for more than one year shall be the estimated sum total of the contract term, subject to the annual budget appropriation required specified in subsection 1.5.2.4.

1.5.2.4 Annual Budget Appropriation Required

For the purpose of complying with this policy, no contract for goods and/or services needed shall be awarded unless there exists an underlying budget appropriation in



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the fiscal year in which the contract is awarded, or an exception under NRS 354.626 or other law applies.

Contracts awarded in a fiscal year that are anticipated to extend into a subsequent fiscal year or years may be awarded by the appropriate awarding authority but shall be subject to the appropriation requirement specified herein. The appropriation requirements specified herein shall be incorporated in District contract templates.

For construction projects adopted pursuant to IVGID's five-year capital improvement program (CIP), annual appropriations shall be presumed for the anticipated duration of a project.

2.0 Competitive Solicitation

2.1 Competitive Solicitation Requirements

Any competitive solicitation required by this policy shall follow the requirements contained and referenced in this section.

2.1.1 Required Contents

Each competitive solicitation issued by IVGID shall include the following content:

- A. The minimum requirements that a successful responding offeror must meet for contract award.
- B. The method by which a contract will be awarded, i.e., to the lowest responsive and responsible bidder or based on factors in addition to price.
- C. Notice of the written certification required pursuant to subsection 4 of NRS 332.065 (Boycott of Israel), if applicable (see [Subsection 2.2.6.1, Additional Solicitation Requirements When Using an Invitation to Bid](#)).
- D. The period during which a notice of protest of a contract award may be submitted, if applicable (see [Subsection 2.2.6.1, Additional Solicitation Requirements When Using an Invitation to Bid](#)).

2.1.2 Advertisement of Solicitation Opportunity

When required by this policy, the advertisement of a solicitation opportunity shall be published as follows:



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- A. In a newspaper of general circulation in Washoe County at least once and not less than 7 days before the due date and time of the solicitation response.
- B. Posted on a secure website every day for not less than 7 days before the due date and time of the solicitation response, as applicable and required.

The advertisement must state:

- A. The nature of the contract to be awarded.
- B. Where plans and specifications are available, if any.
- C. The date and time which responses must be received by and opened, as applicable.
- D. Whether the written certification required by subsection 4 of NRS 332.065 is applicable.
- E. Other information pertinent to a contract to be awarded.

2.2 Competitive Solicitation Methods

Competitive solicitation authorization and methods required by this policy are established as follows.

2.2.1 Authorization to Issue Competitive Solicitations

The General Manager, as the District's authorized representative, shall be responsible for conducting competitive solicitations and ensuring compliance with the procurement methods required by this policy.

To ensure efficient and effective business operations, the General Manager may assign responsibilities associated with competitive solicitations to subordinate staff members. Depending on the complexity and/or the sensitivity of the procurement, the General Manager may request approval of the solicitation by the Board of Trustees prior to issuance, when in the best interests of the District.

2.2.2 Competitive Solicitation Dollar Thresholds

The Local Government Purchasing Act does not establish competitive solicitation thresholds below \$50,000. As a matter of prudence and best practice, this policy establishes such requirements in subsections 2.2.3 and 2.2.4 below.



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2.2.3 Purchase of Goods and General Services Up To \$10,000

A competitive solicitation process is not required for the purchase of goods and/or general services estimated to cost \$10,000 or less in a single transaction. However, nothing shall preclude District staff members from conducting price comparisons to ensure the best overall value is obtained.

2.2.4 Purchase of Goods and General Services Between \$10,000.01 and \$50,000.00 (Informal Solicitation Methods)

The purchase of goods and/or general services estimated to cost between \$10,000.01 and \$50,000.00 in a single transaction may be procured by soliciting a minimum of two price quotations from sources capable of meeting the District's requirements under a resultant contract, unless a more formalized method such as the use of a standard bidding template is prescribed by the General Manager or designated authorized representative.

2.2.4.1 Less Than Two Price Quotations Received in Response to Informal Solicitation

If at least two price quotations are solicited, and only one is received, the authorized representative may recommend approval of the purchase to the awarding body provided that appropriate written documentation is presented with the purchase request that justifies the selection.

2.2.4.2 No Preclusion for Advertisement of Solicitation Opportunity

Nothing in this section shall preclude the authorized representative from advertising a competitive solicitation opportunity for a goods and/or general services purchase within the dollar thresholds specified in this section if in the best interest of the District to do so.

2.2.5 Purchase of Goods and/or General Services Between \$50,000.01 and \$100,000.00 (Formal Solicitation Methods)

A competitive solicitation for goods and/or general services anticipated to cost between \$50,000.01 and \$100,000.00 shall be solicited as follows:

- A. Responses must be solicited from two or more prospective sources capable of providing the required goods and/or general services under a resultant contract.



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- B. The solicitation may be advertised in the manner prescribed in [Section 2.1.2, Advertisement of Solicitation Opportunity](#).

2.2.6 Purchase of Goods and/or General Services Greater Than \$100,000 (Formal Solicitation Methods)

A competitive solicitation for goods and/or general services anticipated to cost more than \$100,000 shall be solicited as follows:

- A. The solicitation must be advertised in the manner prescribed in [Section 2.1.2, Advertisement of Solicitation Opportunity](#).
- B. Responses may be solicited from two or more prospective sources capable of providing the required goods and/or general services under a resultant contract.

2.2.6.1 Additional Solicitation Requirements When Using an Invitation to Bid

If an invitation to bid is the solicitation method used to procure goods and/or general services anticipated to cost more than \$100,000, the following requirements shall apply.

- A. The contract must be awarded to the lowest responsive and responsible bidder. Such determination shall be made in accordance with the determining factors specific in NRS 332.065(2).
- B. An awarded contract must include a notice of written certification required pursuant to and in the manner prescribed by subsection 4 of NRS 332.065 (Boycott of Israel).
- C. The District shall give preference to the use of recycled products, as applicable and as specified in NRS 332.066.

2.2.6.2 Use of Solicitation Methods Other Than an Invitation to Bid

A competitive solicitation method other than an invitation may be used so long as the minimum requirements for a responding offeror are met ([Subsection 2.1.1, Required Contents](#)) are met.

2.2.6.3 Protest of Contract Award

A person or company who has submitted a response to a solicitation may submit a notice of protest regarding the award of contract in accordance with the requirements



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prescribed in NRS 332.068 or a successor provision or provisions. The General Manager, as the District's authorized representative, shall develop procedures for evaluating and responding to the protest of a contract award.

2.2.6.4 Rejection of Response(s) Received

A response to a competitive solicitation may be rejected if it is determined that any of the following circumstances apply:

- A. A submittal is non-responsive, or a responding offeror is non-responsible.
- B. The quality of goods or services offered does not conform to District requirements.
- C. The public interest would be served by such rejection.

The General Manager, as the District's authorized representative, shall be responsible for determining whether to reject a response or responses to a competitive solicitation in accordance with NRS 332.075 or successor provision(s). Depending on the nature of the rejection(s), the General Manager, in consultation with District counsel, may request Board authorization to reject a submittal or submittals.

2.2.7 Purchase of Professional Services

Contracts for professional services where highly specialized knowledge or technical know-how is required are not always adapted to award by competitive solicitation. District staff shall evaluate each purchase of professional services to determine whether a competitive solicitation process would serve the best interests of IVGID or whether such a process would be impractical.

2.2.7.1 Professional Services Procured Through a Competitive Solicitation Process

Professional services procured through a competitive solicitation process may be conducted by request for proposals, request for statement of qualifications, or other method allowable by NRS Chapter 332, so long as responding offerors are evaluated on their qualifications, experience and demonstrated competence. Competitive solicitations for professional services shall be conducted in a manner prescribed by the General Manager in the implementing administrative procedures. Such procedures shall be guided by the competitive solicitation and contract award thresholds prescribed in this policy.



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2.2.7.2 Professional Services Procures Without a Competitive Solicitation Process

Professional services procured without a competitive solicitation process shall follow the requirements set forth in [Subsection 3.2.1, Documentation and Approval Requirements for Purchases Excepted from Competitive Solicitation](#).

2.2.8 No Responses Received to Competitive Solicitation

If a competitive solicitation process is conducted and no responsible responses are received, the authorized representative may let a contract without a competitive solicitation provided that:

- A. A notice is published for not less than 7 days stating that no responses were received and that the contract may be awarded without further solicitation.
- B. The authorized representative considers any response received during the noticing period.
- C. The contract is awarded by the appropriate awarding authority.

3.0 Exceptions to Competitive Solicitation

3.1 Exceptions to Competitive Solicitation Requirements

As defined in NRS Chapter 332, certain contracts by their nature are not adapted to award by a competitive solicitation. Such contracts can only be exempted from a competitive solicitation in accordance with the requirements prescribed in this section.

Contracts that the District may exempt from a competitive solicitation include:

- A. Emergency contracts required to mitigate or prevent the imminent loss of life or property, or the imminent disruption of business operations.
- B. Sole source purchases, as defined.
- C. Contracts not adapted to award by competitive solicitation including:
 - 1) Professional services as prescribed herein.
 - 2) Repair and maintenance of equipment that may be more efficiently serviced by a certain person.
 - 3) Instances where compatibility with existing equipment is an overriding consideration.



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- 4) Perishable goods.
 - 5) Standardized computer hardware and peripheral devices and software, and the maintenance and support thereof.
 - 6) Insurance.
 - 7) Computer hardware and associated peripheral equipment and devices; and software.
 - 8) Goods or services available pursuant to an agreement between a vendor and the General Services Administration (GSA) or other federal government agency.
 - 9) Items for resale through a retail outlet operated in state by a local government or the State of Nevada.
- D. Contracts awarded pursuant to solicitation by other government entities or cooperative purchasing organizations.
 - E. Personal safety equipment as determined by the authorized representative.
 - F. Contracts with carriers.
 - G. Purchase or acquisition at auction, closeout and bankruptcy sales.
 - H. Failure to receive responses to a competitive solicitation as prescribed in [Subsection 2.2.8, No Responses Received to Competitive Solicitation](#).
 - I. Other exceptions authorized by NRS Chapter 332 with approval of the awarding body.

3.2 Presumption of Competitive Solicitation

In order to demonstrate the District's commitment to fair and open competition, it shall be presumed that competitive solicitations will be conducted whenever possible for goods or services that are otherwise exempt from bidding under NRS 332.

3.2.1 Documentation and Approval Requirements for Purchases Excepted from Competitive Solicitation

Pre-approval by the authorized representative is required before any goods or services can be procured without a competitive solicitation process. Such authorization shall be prescribed in the implementing administrative procedures.



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4.0 Prohibitions and Associated Penalties

4.1 Overview

To assure and maintain public confidence in the integrity of the IVGID purchasing system, the following prohibitions and associated penalties are adopted that apply to any District elected official or employee involved in procurement processes.

4.1.1 Prohibition on Financial Interest in Contracts

As included in Board of Trustees Policy 3.1.0, the District and its Board shall avoid all prohibited personal financial interests in contracts.

4.2 Prohibition on Splitting

Purchases of goods and services cannot, under any circumstances, be split or separated into smaller components to avoid the District's competitive solicitation or contract award requirements.



Purchasing Policy for Public Works Contracts Policy 21.2.0

1.1 Purpose

The purpose of this Public Works Contracts policy is to summarize IVGID policy requirements for competitively bidding and awarding of contracts solely for the purpose of constructing public works.

1.2 Enabling Statute(s)

This section of the Purchasing Policy is adopted pursuant to Chapter 338 of the Nevada Revised Statutes (NRS 338), cited as Public Works. All contracts awarded for the construction of public works shall be made in compliance with NRS 338 or more restrictive requirements as may be adopted by the Incline Village General Improvement District Board of Trustees.

1.3 Public Works Defined

Any project for the new construction, repair, or reconstruction of a project financed with public money in whole or in part for public:

- Buildings,
- Highways, roads, streets and alleys,
- Utilities, water mains and sewers,
- Parks and playgrounds,
- Convention facilities, and

All other publicly owned works and property.

1.4 Applicability of Purchasing Policy Provisions

The following sections of the District's Purchasing Policy (21.1.0) shall apply to this Purchasing Policy for Public Works Construction Contracts:

- Applicable definitions contained in Section 1.3, Definitions.
- Referenced provisions in Section 1.4, Procurement Responsibilities.
- Section 1.5, Contract Award Authority.



Purchasing Policy for Public Works Contracts Policy 21.2.0

1.5 General Provisions

In addition to any other requirements established in NRS 338, the following general provisions apply to procurements related to public works construction.

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 IVGID property.
- B. Contracts awarded to meet an emergency which results from a natural or artificially created disaster that threatens the health, safety, or welfare of the public.

If the Board or its authorized representative determines that an emergency exists, a contract or contracts necessary to address the emergency may be let without complying with the competitive bidding requirements of NRS 338 unless otherwise required for federal or state reimbursement funding.

If such emergency action is taken by the authorized representative, the authorized representative shall report the contract or contracts to the Board at its next regularly scheduled meeting.

1.5.2 Prevailing Wage Required

The payment of prevailing wages, in the manner specified in NRS 338, is required for all contracts for public works construction that exceed \$100,000.

1.5.3 Use of Recycled Materials

Public works projects associated with the construction, reconstruction, improvement, maintenance or repair of a public road or public highway must provide for the use of recycled aggregate, recycled bituminous pavement and recycled rubber from tires. Such provision shall be included in the project bidding documents.



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The District must ensure that such recycled products are specified in the construction contract unless use of such products is scientifically proven to compromise the soundness of the project.

1.6 General Requirements by Dollar Threshold

The following requirements apply to all public works construction projects and contracts, unless otherwise specified.

1.6.1 Construction Projects Greater Than \$100,000

Construction projects estimated to be greater than \$100,000 shall adhere to all applicable provisions of NRS 338 and as specified below.

- A. Projects shall not be divided into segments to avoid competitive bidding or contract award requirements.
- B. Solicitations must be advertised in a newspaper of general circulation.
- C. Plans and specifications must be on file by the date of advertisement and available to all interested parties.
- D. The advertisement must indicate how to obtain the plans and specifications, and the date, place and time bids will due/opened.
- E. The advertisement must include a provision that sets forth contractor qualification requirements.
- F. Contracts up to \$250,000 must be awarded to the lowest responsive and responsible bidder.
- G. Contracts greater than \$250,000 shall be awarded to the contractor that submits the best bid.
- H. Contractors and subcontractors must be appropriately licensed by the State of Nevada.
- I. Bids shall be submitted with a 10% bid bond.
- J. Contracts shall be awarded by the Board of Trustees.
- K. NRS 338 quarterly reporting requirements must be followed.

1.6.2 Construction Projects \$100,000 or Less

Construction projects estimated to be \$100,000 or less shall adhere to all applicable provisions of NRS 338 and as specified below.

- A. Bids may be advertised in accordance with required procedures.



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- B. Bids must be solicited from at least three properly licensed contractors for projects estimated to be greater than \$25,000.
- C. If the estimated cost is \$25,000 or less, at least one bid from a properly licensed contractor must be solicited.
- D. Contracts must be awarded to the lowest responsive and responsible bidder.
- E. Contractors and subcontractors must be appropriately licensed by the State of Nevada.
- F. Bids shall be submitted with a 10% bid bond.
- G. Contracts shall be awarded by the General Manager.
- H. NRS 338 quarterly reporting requirements must be followed.

1.6.2.1 Construction Projects Performed by District Forces

Construction projects estimated to \$100,000 or less may be performed by District staff members under the following conditions:

- A. If bids were submitted and then rejected in accordance with Section 1.6.3 below, the District may proceed with constructing a public work itself.
- B. If constructing a public work itself, the District must adhere to the attestation requirements contained in NRS 338.

1.6.3 Bid Rejection

Any bids received in response to an advertisement or direct solicitation may be rejected by the Board of Trustees or its authorized representative if it is determined that:

- A bidder is not qualified pursuant to NRS 338.
- A bid is non-responsive.
- A bidder is not responsible.
- The quality of the services, materials, equipment, or labor offered does not conform to the approved plans or specifications.
- The public interest would be served by such a rejection.



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1.6.4 Bid Protests

A contractor that submits a bid in response to a solicitation may file a notice of protest of contract award in accordance with this section and applicable provisions of NRS 338.

1.6.4.1 Protest Submittal Requirements

A contractor that submits a bid in response to a solicitation who wishes to file a notice of protest must do so within five business days after the date of District issuance of the intent to award a contract.

The notice of protest must include a written statement setting forth the specific reasons for the protest, including the relevant provisions of NRS 338 or other provisions in law purported to be violated.

1.6.4.2 Authorized Representative to Consider Initial Bid Protest

The General Manager, as the authorized representative of the Board of Trustees, shall receive and evaluate a properly filed protest submitted by a bidding contractor.

To ensure the efficient and effective business operation of the District, the General Manager may delegate the authority to receive and evaluate bid protests to other IVGID staff members in accordance with the delegation procedures specified in Subsection 1.6.2.2 of the Purchasing Policy (Delegation by the General Manager to District Staff Members).

1.6.4.3 Final Determination of Bid Protest

The authorized representative shall evaluate the protest and make a recommendation to the awarding body to uphold or deny the protest. A contract cannot be awarded until the awarding body makes its determination.



Purchasing Policy for Public Works Contracts Policy 21.2.0

1.7 Contractor Qualification and Preference Requirements

In constructing any public work, the District must comply with all applicable contractor qualification and contractor preference requirements specified in NRS 338.

1.8 Alternative Bidding Methods

Pursuant to NRS 338, the District may use bidding methods to award construction contracts to qualified contractors based on best value rather than lowest responsive and responsible bid, including Construction Managers at Risk and Design-Build methods. These bidding methods are used for large construction projects that present unique and complex construction challenges.

1.8.1 Construction Managers At Risk

Use of the construction managers at risk method requires entering into separate contracts with the selected contractor for preconstruction services and for constructing the public work.

A construction manager at risk must meet the qualification requirements specified in NRS 338

1.8.1.1 Competitive Solicitation, Selection and Contracting Methods

Construction managers at risk contracts require the use of a request for proposals (RFP) process in strict accordance with the solicitation, evaluation, selection and contract award provisions specified in NRS 338.

1.8.2 Design-Build Teams

Contracts for construction projects where the estimated cost of design *and* construction exceeds \$5,000,000 may be let using the design-build method. Use of the design-build method requires a two-step RFP process in strict accordance with the solicitation, evaluation, selection and contract award provisions specified in NRS 338.