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# NOTICE OF MEETING

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The Regular Meeting of the Incline Village General Improvement District (IVGID) Board of Trustees will be held Starting at 5:00 PM on March 12, 2025, in the Boardroom, 893 Southwood Boulevard, Incline Village, Nevada.

## Public Comment

Public comment is welcomed during Public Comment Periods and is Limited to 3 minutes per person per Public Comment Period. Unused time may not be allocated to other speakers. A speaker's viewpoint will not be restricted; however, reasonable restrictions may be imposed upon the time, place, and manner of speech. Irrelevant statements, unduly repetitious statements, and personal attacks that would objectively antagonize or incite others are examples of speech that may be reasonably limited. Not to include comments on General Business items with scheduled public comments. The Board of Trustees may address matters brought up during public comments at the conclusion of the comment period but may not deliberate on any non-agendized item.

Members of the Public are welcome to provide Public Comment by Telephone at (877) 853-5247 and in the Civic Plus Portal at <https://ivgid.portal.civicclerk.com/event/574/media> (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/>.

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- A. PLEDGE OF ALLEGIANCE\*
- B. ROLL CALL OF TRUSTEES\*
- C. INITIAL PUBLIC COMMENTS - Limited to a maximum of three minutes in duration.
- D. APPROVAL OF AGENDA *(for possible action)*

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

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

- E. REPORTS TO THE BOARD - Reports are intended to inform the Board and/or the public.
  - 1. **SUBJECT:** District General Manager's Monthly Status Report. (Requesting Staff Member: District General Manager Robert Harrison) – *pages 4 - 25*
- F. CONSENT CALENDAR (for possible action)

- 1. **SUBJECT:** Approve and Authorize the District General Manager to execute a Payment between Incline General Improvement District and the Nevada Department of Transportation for the Adjustment of Manholes, Valve Covers and Meter Boxes; FY 2024/25 Utilities Fund Operating Budget #20002297-7510; in the Amount of \$102,385.58; Discussion and Possible Action. (Requesting Staff Member: Director of Public Works Kate Nelson) – *pages 26 - 37*

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

- 1. Authorize the Director of Public Works to Execute a Payment Between the District and NDOT in the Amount of \$102,385.58 in Accordance with NRS 277.045.

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## **Incline Village General Improvement District**

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

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

[www.yourtahoeplace.com](http://www.yourtahoeplace.com)

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# NOTICE OF MEETING

Agenda for the Board Meeting of March 12, 2025 - Page 2

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G. GENERAL BUSINESS (for possible action)

1. **SUBJECT:** Review, Discuss and Appoint a Board Liaison to attend the Interviews of Candidates for the General Manager of Golf Operations Position and Provide Feedback to Staff. (Requesting Staff Member: Director of Human Resources Erin Feore) – *pages 38 - 39*

*Recommendation for Action:* That the Board of Trustees Appoint a Liaison to attend the Interviews of Candidates for the General Manager of Golf Operations position.

2. **SUBJECT:** Approve and Authorize the Board Chair and Secretary to Sign an Agreement between the District and CORE West Inc. dba CORE Construction for the 100% Construction Development Contract for Incline Beach House Project - FY 2024/25 Capital Improvement Project; Fund: Community Services; Division: Beaches; Project #3973LI1302; in the amount of \$755,000; Discussion and Possible Action. (Requesting Staff Member: Public Works Director Kate Nelson) – *pages 40 - 42*

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

1. Approve the Agreement for the 100% Construction Development Documents for the Incline Beach House Project - 2024/25 Capital Improvement Project; Fund: Community Services; Division: Beaches; Project #3973LI1302; Contractor: CORE West Inc. dba CORE Construction for the Amount of \$755,000; and,
2. Direct the Chair and Secretary to Sign and Execute the Agreement.

3. **SUBJECT:** Review, Discuss and Provide Direction for the Final Design-Build Construction Contract for Skate Park Enhancement Project - FY 2024/25 Capital Improvement Project Fund: General; Division: Parks; Project #4378BD2202; (Requesting Staff Member: Director of Public Works Kate Nelson) – *pages 43 - 64*

*Recommendation for Action:* That the Board of Trustees make a Motion to Approve a Project Budget of \$500,000 to include Final Design, Entitlements, Permitting, District Engineering Staff Time, Construction Management, Contingency, and the Construction of an Addition to the existing Skate Park.

4. **SUBJECT:** Review, Discuss, and Possibly Provide Budgetary Feedback on the Point-of-Sale Assessment Project. (Requesting Staff Member: Director of Information Technology Mike Gove) – *pages 65 - 173*

*Recommendation for Action:* That the Board of Trustees Review, Discuss, and Provide Budgetary Feedback on the Point-of-Sale Assessment Project

5. **SUBJECT:** Review, Discuss and Possibly Approve Engagement Letter Agreement with Thorndal Armstrong, PC. (Requesting Staff Members: District General Manager Robert Harrison and District Legal Counsel Sergio Rudin) – *pages 174 - 178*

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# NOTICE OF MEETING

Agenda for the Board Meeting of March 12, 2025 - Page 3

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*Recommendation for Action:* That the Board of Trustees make a Motion to Approve the Engagement with Thorndal Armstrong, PC for Defense of Litigation filed against the District in *Timothy L. Taggard v. Karen Crocker, Incline Village General Improvement District*, Washoe County Second Judicial District Court Case No. CV25-00452 and Authorize the District General Manager to Approve an Engagement Agreement.

6. **SUBJECT:** Budget Workshop for Fiscal Year 2025-26 for the General Fund and Utilities Fund; Discussion, Direction, and possible Action. (Requesting Staff Member: District General Manager Robert Harrison, and Director of Finance Jessica O'Connell) – *pages 179 - 193*

*Recommendation for Action:* That the Board of Trustees Review and Discuss the Fiscal Year 2025-26 Budget, General Fund, and Utility Fund, and provide Feedback to Staff.

- H. REDACTIONS FOR PENDING PUBLIC RECORDS REQUESTS (for possible action)
- I. LONG RANGE CALENDAR - *pages 194 - 198*
- J. BOARD OF TRUSTEES UPDATE
- K. FINAL PUBLIC COMMENTS - Limited to a maximum of three minutes in duration.
- L. ADJOURNMENT (for possible action)

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#### CERTIFICATION OF POSTING OF THIS AGENDA

I hereby certify that on or before 9:00 AM on Friday, March 7, 2025, a copy of this agenda (IVGID Board of Trustees Session of March 12, 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](http://www.yourtahoeplace.com/ivgid/board-of-trustees/meetings-and-agendas))
3. IVGID's CivicPlus Portal (<https://ivgid.portal.civicclerk.com/>)
4. State of Nevada public noticing website (<https://notice.nv.gov/>)
5. IVGID's Recreation Center (980 Incline Way, Incline Village, Nevada)

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

/s/ Heidi H. White

Heidi H. White

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

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**IVGID Board of Trustees:** Board Chair Michaela Tonking, Vice-Chair Michelle Jezycki, Treasurer Mick Homan, Secretary Dave 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](http://www.yourtahoeplace.com); go to "Board Meetings and Agendas".**

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#### Incline Village General Improvement District

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**MEMORANDUM**

**TO:** Board of Trustees

**FROM:** Robert Harrison  
District General Manager

**SUBJECT:** District General Manager's Monthly Status Report – February 2025.

**DATE:** March 12, 2025

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**I. District General Manager February Update**

- We have received a copy of the letter from the State Department of Taxation granting us the fourth extension of our audit.
- We have continued the 2025/2026 operations budget review that is to be presented for Board consideration at the upcoming budget workshops. Reviews of the various operating budgets with the Directors were conducted.
- Met with Brent Mick, the current financial advisor for IVGID employees and the District on the District 401 and 457 retirements plan. The HR Department is currently drafting the RFQ which will be issued in March.
- Held legal non-meetings with the Board and coordinated with IVGID Counsel on outstanding legal matters.
- I met with the Washoe County Sheriff Darin Balaam this week and discussed several items related to public safety and policing in the IVGID community. Additionally, we discussed a concept that the District would permit Sheriff's access to several District owned cameras. This program is described in more detail can be found here <https://www.axon.com/products/axon-fusus>. This would allow real time access to District cameras in the event of an emergency that could be used by the Sheriff's real time dispatch center. I informed him that such access would require a use agreement and consideration by the Board. I anticipate we will have a draft agreement and presentation to the Board within the next 60 days or so.
- I participated in a review of the Skate Park and discussion around timelines for construction.

## II. Venue Status Reports

See the attached reports for February 2025.

## III. Public Records Log

Public Records Log for Requests from December 31, 2023, to date can be reviewed online at <https://ivgid.nextrequest.com/requests>

## IV. ATTACHMENTS

- 1) February 2025 Venue Status Reports

## MEMORANDUM

**TO:** Robert Harrison  
District General Manager

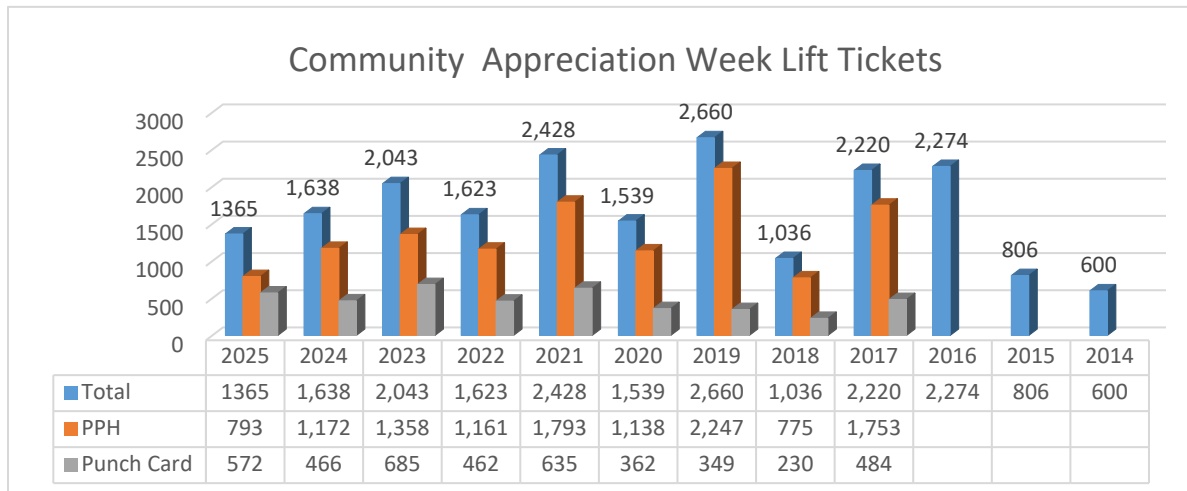
**FROM:** Mike Bandelin  
Diamond Peak Ski General Manager

**SUBJECT:** Venue Status Report – Ski Venue – February 2025

**DATE:** March 12, 2025

The ski venue completed its 86<sup>th</sup> day of operation at the end of February and the season to date skier visit count is 118,181 as compared to 107,403 through February last season.

The ski venue held the annual community appreciation week beginning January 27, 2024 through February 2, 2024. The weeklong event provides free access to the venue for picture pass holders. The table below shows a year over year amount of lift tickets provided.



The tables below provide the ski venues Key Performance Indicators for the month of December, January and February. The tables include the annual forecast of measured units, and the monthly amount compared to the prior month as well as year to date.

### December

Diamond Peak Ski Venue							
Service Measure Units	Forecast FY2024-25	PY Actual Dec. 2023	CY Actual Dec. 2024	Monthly Variance	PY YTD 23/24 Actual	CY YTD 24/25 Actual	% of Forecast
<b>12/01/2024 - 12/31/2024</b>							
Opening Date	12/12/2024	12/7/2023	12/5/2024				
Closing Date	4/19/2025	4/21/2024					
Operating Days	130	25	27	2	25	27	21%
Skier Visits	160,000	26,810	34,153	7,343	26,810	34,153	21%
PPH Lift Tickets	9,000	2,811	2,113	(698)	2,811	2,113	23%
Non PPH Lift Tickets	42,517	11,518	11,038	(480)	11,518	11,038	26%
PPH Season Passes YTD	3,900	4,162	4,515	353	4,162	4,515	116%
Non PPH Season Passes YTD	4,195	3,748	4,881	1,133	3,748	4,881	116%
Food & Beverage Guest Checks	93,700	16,482	17,947	1,465	16,482	16,482	18%
Rental Equipment Units	28,300	4,464	4,971	507	4,464	28,519	101%
Child Ski Center Lessons Taught	5,450	655	724	69	655	5,326	98%
Ski and Ride Center Lessons Taught	10,850	1,508	1,602	94	1,803	1508	14%

### January

Diamond Peak Ski Venue							
Service Measure Units	Forecast FY2024-25	PY Actual Jan. 2024	CY Actual Jan. 2025	Monthly Variance	PY YTD 23/24 Actual	CY YTD 24/25 Actual	% of Forecast
<b>01/01/2025 - 01/31/2025</b>							
Opening Date	12/12/2024	12/7/2023	12/5/2024				
Closing Date	4/19/2025	4/21/2024					
Operating Days	130	31	31	-	56	58	45%
Skier Visits	160,000	37,007	42,322	5,315	63,817	76,475	48%
PPH Lift Tickets	9,000	2,370	2,775	405	6,151	4,888	54%
Non PPH Lift Tickets	42,517	9,015	13,326	4,311	20,533	24,364	57%
PPH Season Passes YTD	3,900	4,299	4,439	140	4,299	4,439	114%
Non PPH Season Passes YTD	4,195	3,917	4,929	1,012	3,917	4,929	117%
Food & Beverage Guest Checks	93,700	21,014	23,548	2,534	37,496	41,495	44%
Rental Equipment Units	28,300	4,135	4,602	467	8,599	9,573	34%
Child Ski Center Lessons Taught	5,450	869	1,845	976	1,524	2,569	47%
Ski and Ride Center Lessons Taught	10,850	1,601	1,754	153	1,702	3,356	31%

February

Diamond Peak Ski Venue							
Service Measure Units	Forecast FY2024-25	PY Actual Feb. 2024	CY Actual Feb. 2025	Monthly Variance	PY YTD 23/24 Actual	CY YTD 24/25 Actual	% of Forecast
<b>01/01/2025 - 01/31/2025</b>							
Opening Date	12/12/2024	12/7/2023	12/5/2024				
Closing Date	4/19/2025	4/21/2024					
Operating Days	130	29	28	(1)	85	86	66%
Skier Visits	160,000	43,079	40,798	(2,281)	107,526	117,273	73%
PPH Lift Tickets	9,000	3,139	2,243	(896)	7,170	7,131	79%
Non PPH Lift Tickets	42,517	9,205	14,841	5,636	26,788	39,205	92%
PPH Season Passes YTD	3,900	4,231	4,460	229	4,231	4,460	114%
Non PPH Season Passes YTD	4,195	4,567	5,072	505	4,567	5,072	121%
Food & Beverage Guest Checks	93,700	24,773	22,777	(1,996)	59,662	64,272	69%
Rental Equipment Units	28,300	5,087	4,833	(254)	12,917	14,406	51%
Child Ski Center Lessons Taught	5,450	1,230	1,287	57	2,958	3,856	71%
Ski and Ride Center Lessons Taught	10,850	2,180	1,902	(278)	5,302	5,258	48%

Status - Capital Projects

The District’s ski fund (34) FY2024/25 includes total capital appropriations of \$1,125,000 for the following projects

Staff provided a memorandum to the Capital Investment Committee Meeting at their meeting on August 20, 2024 (Item F.2) for review and discussion related to the proposed draft Request for Qualifications to perform a Needs Assessment related to the Districts Snowflake Lodge at the Ski Venue. The RFQ, with the suggested modifications from the Capital Investment Committee, was approved to present the recommendation to the District’s Board of Trustees at a future meeting. Staff received approval from the Board of Trustees at their meeting on January 29, 2025, to solicit a Request for Qualifications document to complete a Needs Assessment for the ski venues Snowflake Lodge facility. (Item G.2.)

The replacement grooming vehicle project was approved by the Board of Trustees at their meeting on August 28, 2024 (Item G.5). The District received delivery of the grooming vehicle on November 4, 2024.

The replacement of a 32-passenger shuttle bus procurement was recommended by staff and approved by the Board of Trustees at their meeting on February 26, 2025, in the amount of \$193,542 from Vendor: Model 1 Commercial Vehicles Inc.(Item F.2.)



Per Board Policy 21.1.0, staff recently received approval from the District General Manager and the Director of Finance to purchase the snowmaking fan guns from vendor; TechnoAlpin in the amount of \$89,097.

The Red Fox ski lift counterweight cable replacement project was completed. Staff has determined that the haul rope grips will not be replaced as the carrier grips now meet specific clearance criteria when installed on the new haul rope.

The replacement Snowmobile project is currently being reviewed by the Finance Director and the District General Manager with Vendor; Incline Expedition in the amount of \$16,034.

The replacement of the Main Lodge Electrical Entrance funding has been proposed within the Ski CIP to fund this project in FY2026.

The below projects and the project narrative above conclude the Capital Project Plan at the ski within Fiscal Year 2025.

**Ski Venue FY 2025 Capital Projects**

<b>Budget Amount</b>	<b>Project Description</b>
\$550,000	Replace Grooming Vehicle - Originally purchased in 2014.
\$205,000	This Project Replaces One of the Two 2010 Ski Shuttle Busses
\$20,000	This Project Replaces Mountain Operations Snowmobile
\$100,000	This project consists of the procurement of two snowmaking fans guns
\$175,000	This project replaces the 1966 electrical entrance panels at the ski venue main lodge.
<u>\$75,000.</u>	Replace Red Fox Ski Lift 1979 Counterweight Cable and Haul Rope Carrier Grips
\$1,125,000	

The ski venue has been experiencing great conditions and has lots of events planned for the spring season. Please visit [diamondpeak.com](http://diamondpeak.com) for details and dates.

As always, if there are any questions related to the operations of the venue, please let me know and you may do so by emailing myself at [mlb@ivgid.org](mailto:mlb@ivgid.org).

## MEMORANDUM

**TO:** Robert Harrison, District General Manager  
**FROM:** Erin Feore, Director of Human Resources  
**SUBJECT:** Monthly Venue Manager Status Report - February  
**DATE:** March 12, 2025

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The Human Resources team continues with recruitment efforts for ongoing seasonal staffing and full-time/year-round staffing needs. Our Talent Acquisition Specialist continues to manage the recruitment efforts for the District and has reported the following for Full Time/Year Round (FT/YR) positions:

**Filled**

Various seasonal positions

**Current Recruitment**

First Assistant Golf Professional  
Collection/Distribution Operator I/II  
General Manager – Golf Operations

The Human Resources team continues to support the District operations with ongoing new/rehire processing, terminations of employment, etc. Further, the HR team continues to evaluate ongoing training opportunities for District staff and remains an engaged partner with Pool/Pact to ensure outside training opportunities are communicated clearly and in a timely manner to District staff.

Partnering with Venue Directors and the General Manager, the HR Director has and continues to work on the following:

- Initial meetings with potential District Investment Advisors for the employee’s retirement program; prepare RFQ for presentation with District General Manager
- Evaluation of staffing needs and proposals for the FY 25/26 budget.
- Utilizing resources from both Pool Pact, Nevada Association of Employers and Koff & Associates, evaluate services for salary surveys.
- Ongoing day-to-day duties

**Recruitment:**

We attended the University of Nevada – Reno Spring All Major Internship, Part-time and Seasonal Job Fair, and along with spring hiring managers visited Diamond Peak to provide information to current ski staff on spring/summer positions. We had nine students from Incline Middle School’s eighth grade exploratory class join us at the IVGID Administration office for Mock Interviews. At Diamond Peak Ski Resort, we have two Incline High School students in the Comprehensive Life Skills (CLS) program volunteering on a limited, part-time basis with our Rental Shop & Food/Beverage operations.

We continue to provide fingerprinting support for volunteers assisting with our Child Ski Center and coaching through the Parks & Recreation community programs. We also participated in Tyler Technologies on site Human Resources Management (HRM) Investment Assessment.

**Risk/Safety:**

In February, the Workers' Compensation department processed four C1's (Notice of Injury) and opened two claims. Additionally, an insurance claim was opened for an incident involving power work conducted by NV Energy, which resulted in damage to two fan motors for The Chateau HVAC system. NV Energy has accepted responsibility for the losses.

A district insurance claim has been opened in response to a NV Energy transformer that blew and sent low voltage to The Chateau causing the burnout of three fan motors in The Chateau HVAC system. We anticipate NV Energy will be responsible for the damage, and any losses should be covered by them. A claim has been opened with the Districts insurance carrier to insure proper coverage and repair of damages.

The number of worker-related incidents in February is consistent with historical averages. No immediate change in risk likelihood or impact is foreseen.

The February Attrition Report is as follows:

<u>Month</u>	<u>Start Ttl # of EE's</u>	<u>Hired*</u>	<u>Ttl Term EE's</u>	<u>End Ttl # of EE's</u>	<u>Avg # of EE's</u>	<u>Attrition Rate</u>
January, 2024	573	27	25	575	574	4.363
February, 2024	574	11	21	564	569	3.659
March, 2024	564	14	45	533	548.5	7.979
April, 2024	533	43	230	346	439.5	43.152
May, 2024	346	112	13	445	395.5	3.757
June, 2024	445	68	5	508	476.5	1.124
July, 2024	508	16	9	515	511.5	1.772
August, 2024	515	10	101	424	469.5	19.612
September, 2024	424	10	22	412	418	5.189
October, 2024	418	14	106	326	372	25.359
November, 2024	372	92	37	427	399.5	9.946
December, 2024	427	172	7	592	509.5	1.639
January, 2025	592	22	15	599	595.5	2.534
February, 2024	599	6	7	598	598.5	1.169

Note: per recommendations for clarity in reporting, we have outlined both hired and terminated employee counts. It should be understood that these numbers may change based on the timing of this report.

## **MEMORANDUM**

**TO:** Robert Harrison, District General Manager

**FROM:** Mike Gove, Director of Information Technology

**SUBJECT:** February IT Status Report

**DATE:** March 02, 2025

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### **BACKGROUND**

Long Term Initiatives:

- Active Network POS System Assessment:
  - Project has been delayed; a report will be provided at the March 12<sup>th</sup> meeting with the final assessment being delivered at the end of April.
- Tyler Continued Implementation Engagement:
  - Investment Assessments:
    - The financial investment assessment has been completed, the report has been attached to this memo.
    - The HR/Payroll investment assessment has been completed, the report has been attached to this memo.
  - Continued implementation engagements will be planned

Initiative being planned for FY26

- FY26 - VOIP Phone System Upgrade:
  - The current system will be end of design support 12/31/25.
- FY26 - Onsite Backup Storage:
  - The current hardware will be going on 5-7 years of age and is at the end of its usable life.

Short Term Task:

- On going Network security improvements and maintenance
- On going work with Finance and HR to support the Tyler System assessments
- Wireless point to point radio condition assessment
- Overnight Server OS security patching performed

Service Desk:

There were 143 service desk requests opened with 134 of them being resolved for the month of February 2025.

## MEMORANDUM

**TO:** Robert Harrison  
General Manager

**FROM:** Paul Raymore  
Marketing & Communications Manager

**SUBJECT:** Status Report for February 2025 – Marketing & Communications

**DATE:** March 6, 2025

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## IVGID Marketing & Communications Department

### February 2025 TASKS

#### **New YourTahoePlace.com website redesign project:**

We are currently waiting on our website developer KPS3 for a launch window for the new YourTahoePlace.com website. Our developers have multiple other website launches scheduled in March and are trying to find a window to fit ours into their schedule. The transition process includes a content freeze for the current website, setting up redirects from the old website URLs to the new website URLs, transitioning the IVGID online Job Application portal onto a new platform and rebuilding the jobs database, and quality assurance testing and updates.

Once we have a launch date, we will begin a public outreach campaign including press releases to the local media, email newsletters to residents and stakeholders, and social posts to our social media accounts.

#### **IVGID Magazine:**

During February we gathered most of the content for the April 2025 edition of the magazine. Outreach to all IVGID Departments, gathering supporting photo assets, communications with CC Media, etc.

### **General Projects:**

- Created a template for District Media Buying RFP which will be released in early March.
- Working on template for IVGID Magazine Publishing Services RFP.
- Uploading IVGID Board of Trustees packet information to Board Meetings & Agendas page of website
- Website updates: Posting of new staff updates (IVGID GM updates), ensuring that new YourTahoePlace.com website content is up to date
- Email newsletters about Board of Trustees meetings, Diamond Peak IVGID Community Appreciation Week, Presidents Day holiday weekend tips, etc.
- Creation and distribution of The Watercooler employee email newsletter
- Updates to IVGID's intranet employee website
- Social media monitoring & explanation: IVGID Comm account on Facebook and NextDoor
- Attendance at community meetings: PIO Basin collaboration call, Destination Stewardship Council Meeting, Tahoe Take Care Tahoe Trails meeting, Incline Crystal Bay Community Forum bi-weekly meetings
- Social share of Community appreciation week through all platforms
- Website updates regarding holiday venue modifications
- Social share of holiday venue modifications

### **Public Works Communications:**

- Website updates for PW: CIP project updates, bidding information, Tahoe Water Suppliers Association packet posting, notice of pH levels secondary standard exceeded
- Social media communications: pH levels secondary water standard notice and other water messaging, household hazardous waste updates

### **Golf Course Marketing & Communications:**

- Email marketing and social media posts to promote off-season Golf Course operations and programs, plus Pop-Up Events at The Chateau (Sunday Brunch + Prime Rib Dinner)

### **Weddings & Facilities Marketing & Communications:**

- Continued to work with EXL Media to optimize weddings campaigns, focusing on high-yield weddings that drive profit within the Facilities department
- Ongoing social media promotion of weddings & events department offers including Sunday Brunch pop-up event, Prime Rib Dinner and entire pop-up event series



- Continued promotion of winter weddings, micro weddings and elopements at The Chateau
- Photo & Video shoots: Wine & Tapas event

#### **Parks & Recreation Marketing & Communications:**

- Email marketing and social media posts to promote regular Parks & Rec Center operations and programs
- Website updates as needed for new programs, events, posting new membership form, updating weekly fitness schedules on website, etc.
- Holiday venue modifications – Presidents Day
- Weather related website updates and social sharing
- Uploading venue schedules to the website
- Updating spring programming information on websites

#### **Diamond Peak Marketing & Communications:**

- Continual updates and training for Diamond Peak’s AI Chatbot – monitoring conversations, retraining bot as needed, creating Q&A documents for bot training, updating website based on frequently asked questions the bot receives
- Ongoing social media promotion of all things skiing related, special events, deals and IVGID Pass holder discounts – IVGID Community Appreciation Week promotion
- Snow reporting duties every morning of ski season
- Continue planning for winter 2024-25 events – outreach to internal and external partners, media organizations, etc.
  - Season Pass holder early-ups breakfast event & BBQ lunch event planning
  - Luggi Foeger Festival planning & sponsor outreach
  - Dummy Downhill team outreach and event planning
- Updates to marketing materials for 2024-25 paid advertising campaigns, automated email campaigns, social media based on ROI analysis of ongoing campaigns – switch out ad creative for Spring Flex Pass deal across all advertising platforms
- Reorder of Diamond Peak stickers
- Public relations outreach after Presidents Day weekend storm system
- Continual group sales outreach, communication and fulfillment to groups skiing at Diamond Peak
- Public relations outreach to local/regional/ski media – spring events, Luggi Foeger, etc.
- Update flyers and signage for display around the resort – spring events
- Manage digital signage content resort wide
- Website updates include new programs and events, conditions updates, etc.

## MEMORANDUM

**TO:** Robert Harrison  
District General Manager

**FROM:** Karen Crocker  
Director of Parks and Recreation

**SUBJECT:** Venue Status Report Parks and Recreation– February 2025

**DATE:** March 12, 2025

---

Below is a recap of programs and activities within the Recreation Department for the Month of February 2025:

### Recreation Administration

Staff has been working on putting together the proposed Fiscal Year 2025-26 budget and Reviewing Key Fee Rates.

Meeting and coordinating summer contracts for Bar Services and eFoil in addition to preparing Request for Proposal for kayak/paddle board rentals. Coordinating with the District's Legal Counsel and TRPA regulations.

### Recreation Center

- Recreation Front Desk is ramping up for summer operations
  - Kayak wait list reconciliation. This has been an ongoing process. We are on schedule for having this sorted by the time we start running kayak/paddleboard rack annual renewals and wait list management
  - Picnic Rental requests continue to come in and now that the Board has approved rates, staff has begun processing
  - Boat launch stickers have been delivered
  - Been working on Membership rates, including bench mark analysis. Membership menu is being looked at.
  - Inquiries are increasing about summer camps.
  
- Recreation Center Operations
  - Pickleball continues to be an issue regarding the availability of the gymnasium. During "shoulder season" the gymnasium is available on specific days and hours for drop-in pickleball. The gymnasium is a community hub for indoor recreation throughout the week, such as drop-in basketball, volleyball league, gymnastics, tiny tumblers, Birthday party rentals, and group fitness classes. Some of the pickleball players have been very rude to others and staff. Staff have spoken to these players on multiple days regarding their conduct. Some of the players have been told

to leave by other pickleball players due to their perceived level of play. If this behavior continues, memberships may be suspended along with indoor pickleball play. The standard at the Recreation Center, is to be curious, respectable and welcoming to all.

## **Parks**

### **Budget and Financial Oversight**

- Completed monthly interdepartmental charges for Admin, Aspen Grove, Recreation Center, and Tennis/Pickleball Center.
- Coordinating monthly meetings with the Accounting Department updates on formatting input and feedback received on 2-11-2025.
- Hyatt donated 30 umbrellas, 50 lounge chairs with cushions for the Burnt Cedar pool and a BBQ to the Food & Beverage Department. Estimated value if new \$29,000.

### **Safety and Maintenance**

- Maintain ice-melt buckets throughout beaches and park venues to prevent slip-and-fall accidents.
- Parks staff attended 2-12-2025 district safety committee meeting
- Checked and signed off on the park eye wash stations weekly, AED devices, and fire extinguishers monthly.
- First Aid stations kits restocked.
- Conduct sign maintenance throughout parks and facilities. Replaced three older faded signs at the Recreation Center
- Pothole repair at entrance to Recreation Center
- Heavy snow Feb 13 and 14, added additional snow stakes
- Researching propane barbeque grills and planning on conducting test area this season.
- Traffic Plan for special events coordinated with others key stakeholders (Sheriff Department) for July 4<sup>th</sup> events and to be submitted to Washoe County.
- Split rail fencing repairs at Village Green and Fitness Trail

### **Safety Trainings**

- **Training sessions:**

- 2-12-2025 IVGID Staff Committee attended by Sam Gough and Steven Phillips
- 2-14-2025 Leaf handheld leaf shredder use and safety.
- February 2025 Green Industry Training (Jose Ortega Junior) ladder safety, integrated pest management, lifting techniques, PPEs and chemical use safety
- 2-21-2025 Hantavirus procedures for cleanup.
- 2-25-2025 Chris Easley and Parks Supervisors monthly meeting and site visit.

### **Urban Forestry Efforts**

- Ongoing and spring green-waste cleanup and defensible space at beaches and parks tasks carried out by Parks staff. Extra IVGID dumpsters and recycling to Bently Ranch's composting site.
- Cut out walking space from tree in Disc Course
- Perform tree inspections and maintenance.
- Waiting for confirmation of the recertification for **Tree City USA** status application for the National Arbor Day Foundation.

### **Playgrounds**

- Conducted weekly playground safety inspections by a certified playground safety inspector. Playground swings are still removed due to frozen ground conditions to prevent injury from falling to the surface.

### **Specific Updates**

- Cleanup of micro-plastics at Hermit, Ski, and Incline Beaches after wind and high wave events.
- Minor cleanup of pine needles at Admin completed. A lite layer of pine needles is appropriate as per TRPA's best management practices for erosion control. A major defensible space treatment was conducted in the 2019-20 season involving the thinning and removal of brushes and trees. Large trees were also removed, and existing trees lower branches were removed. Pine needle duff cleanup exceeded 100 yards during this treatment. Yearly season defensible space treatment is done at parks sites. Note NLTFPD, IVGID Brush Crew and Parks staff used to conduct ongoing treatments throughout parks.

### **Beaches**

We are currently in "Shoulder Season" for the beaches.

### **Aquatics**

*One District – One Team*

Our February swim programs are being held at the Recreation Center Pool. Below are the classes:

**Group Swim Lessons**

19 children  
Revenue: \$1,118  
Expenses: \$720  
**Net: \$398**

**Swim Team**

15 children  
Revenue: \$1,002  
Expenses: \$460  
**Net: \$542**

**Youth Swim Clinic**

5 children  
Revenue: \$661  
Expenses: \$304  
**Net: \$357**

**Private Swim Lessons**

16 students  
Revenue: \$2640  
Expenses: \$1848  
**Net: \$792**

**Adult and Youth Sports**

- Adult Volleyball is ongoing
- Gymnastics is ongoing
- Youth Basketball League began on 2/3/25
- Ninjas began on 2/13/25

Financials will be presented at the conclusion of programs.

**Senior Programming and 55+ Active Adults**

- Cross Country is ongoing.
- Snowshoe is ongoing.
- Conversation Café is ongoing.
- Vets Club is ongoing.
- 55+ Ski Clinics is ongoing.

The Line Dancing Class was very well received by the community, with 6 classes offered between 1/15 and 2/19. There were 40 picture pass holders and 3 non-picture pass holders, for a total of 43 participants.

Revenue:	\$1228.00
Expenses:	\$ 962.00
Net:	\$ 266.00



## MEMORANDUM

**TO:** Bob Harrison  
District General Manager

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

**SUBJECT:** Public Works January 2025 Monthly Report

**DATE:** March 5, 2025

**Notable Items:**

***Congratulations:***

- **John Williams**, Treatment, Passed Grade I Water/Wastewater Operator Certification
- **Carl Stump**, Pipeline, Passed Grade III Water Distribution Certification
- **Joey Scott**, Pipeline, Passed Grade III Collections Certification

DPW is working with Clear Creek Golf Course and Jacks Valley Ranch (JVR) on new Effluent purchase agreements due to Clear Creek selling JVR.

***Engineering Summary of Projects:***

- Hold for Funding/Permitting/Contract – Skate Park Enhancement (Grant extension approved by Washoe County) to Board 3/12/25 to determine project budget
- RFP/RFQ – HHW Container (award 3/26/25), SCADA Masterplan (award 3/26/25), Snowflake Lodge Needs Assessment (award 3/26/25)
- Planning –Ski Way Pavement Rehabilitation, DP/Grease Interceptor/Fuel Tank/Upper Parking Lot Pavement, Water Reservoir 3-1 and/or 5-1Recoat
- Design – Sewer Manhole Improvements, Fire Hydrant Replacement
- Bidding – Burnt Cedar Emergency Fuel Tank Replacement, DP Electrical Service Entrance, HVAC Rec Center (out to bidg), Bike Park, Champ Cart Path Holes 10 & 11, Pavement Maintenance
- Construction –SPS #1 (new electrical install due starting Jan 2025), Effluent Storage Tank (currently winterized), Effluent Export Pipeline (GMP2, currently winterized), WRRF Roof Replacement (tentative start May 2025), Ponderosa Waterline Replacement (est. start date May 2025), Boat Ramp Repairs (Contractor ordered bolts but has not received them yet)
- Construction Complete – Snowmaking/Pump Station Improvements

**Administration:**

**Public Works Billing Department**

**Metrics for the month ending:**

**2/28/2025**

<b>Water and Sewer Revenue</b>			
<b>Metric</b>	<b>February 2025</b>	<b>January 2025</b>	<b>February 2024</b>
Water Use Revenue	61,976.44	97,870.15	68,060.32
Tier 1 Use Revenue	4,032.12	3,555.85	6,282.47
Tier 2 Use Revenue	858.46	810.79	1,722.69
Total Water Use Revenue	66,867.02	102,236.79	76,065.48
Total Sewer Revenue	146,072.75	141,686.99	134,175.02

<b>Shut-Offs &amp; Late Fees</b>	
<b>Metric</b>	<b>Value</b>
Shut Off Postings	71
Shut Off - Water Misc. Charges Revenue	1,420.00
Late Fee Accounts	132
Late Fees Collected	1,901.36

<b>Payment Method Trends</b>		
<b>Payment Method</b>	<b>Payment Count</b>	<b>% of Total Payments</b>
Monthly Automatic ACH Payments	2200	55%
Online Payments	636	16%
Checks	612	15%
EFT	8	0.2%
Daily ACH Payments (Bank to Bank)*	551	14%
Cash	11	0.3%
	4018	100%

\*Customers who use BillPay services through the same banking institution as IVGID

Leak Reliefs Granted		
Metric	Count	Total Credit Amount
Leak Reliefs	-	-

Active Liens			
Metric	Count	Total Liened Amount	% of Total Accounts Receivable @ 2/28/2025
Active Liens	4	\$ 14,363	

E-Billing & Cost Savings			
Metric	Current Month	Previous Month	% Change
Customers Enrolled in E-Billing	2253		
Cost Savings from Reduced Mailers	225.30		

**Water/Wastewater Treatment:**

- BCWDP Intake Cleaned
- Water Production – Total 25.287 MG, Daily Avg 0.872 MGD, Daily Max 1.096 MGD
- Wastewater Processed - 26.144 MGD, 0.934 MGD Daily Avg., 1.051 MGD Daily Max
- Total Call Outs – 17

**Pipeline:**

- Water Leak Repairs – 0
- ARV repair - 0
- Meters tested - 0
- After Hour Service Calls – 7 (14 hrs OT)
- 0 Meters transponders changed out
- Hydroflush sewer lines = 0 LF
- Weekend/after hour snow removal at District venues – 174.5 hours
- Performed SPS 1 bypass for training and again for supporting the SPS#1 Electrical Upgrade CIP Project
- CPR Training
- Completed Flagger Re-Certification Training

**Compliance:**

- Backflow tests – 59
- Plan Checking – 18

**Waste Not:**

Calendar Year End Solid Waste Diversion Summary

	2021	2022	2023	2024
Single Stream Municipal Recycling Rate (WM collected/drop-off recycle/greenwaste sources versus <u>collected</u> trash)	25%	29%	30%	23%
Waste Management (WM) Overall Recycle Rate (All WM recycling sources vs. <u>all trash</u> / MSW)	14%	14%	19%	13%

All Community Programs Recycling Rate (All Public Works includes biosolids & WM recycle sources vs. <u>collected</u> trash)	28%	30%	34%	24%
WM Route collected trash (tons) (residential and commercial)	6,498	5,360	5,975	9,030
Landfill Bound Waste (tons) (transfer station, C&D, route)	13,252	12,763	14,225	17,158
Single Stream Mixed Commodities Municipal Recycling (tons)	1,286	1,005	997	906
WM Curbside and Drop-off Greenwaste Program (tons)	858	1,205	1,705	1,670
WM Curbside Yardwaste Bags Collected (count of bags)	46,059	59,185	79,659	147,112
Holiday Tree Chipping Program (tons estimated)	16	16	16	18
Public Works Household HHW/EWASTE (client visits)	708	599	569	430
Public Works Household Hazardous Waste (HHW) (tons)	18	15	13	12
Public Works Electronic Waste (tons)	10	12	11	5
IVGID Grounds / Greenwaste (tons)		41	40	58
Public Works Biosolids (tons)	374	381	308	334
Trash Violations (number)	138	108	177	195
Residential Bear Sheds (number)	1,546	1,724	1,794	1,882
Locking Wildlife Carts (number)	503	495	557	630
Residential standard cart service (number)	2,133	2,140	1,848	1,868
% locking containment (residential)	49%	51%	56%	62%
% locking containment (commercial)	100%	100%	100%	100%
% locking containment (overall)	75%	76%	78%	81%

**Solid Waste Ordinance 1 Violations:**

- 11 incidents reviewed: 2 violations; 5 warnings; 4 determined non-violations
- Fees for non-compliance collected: \$100

**Community Outreach:**

**Earth Day 2025 Events**

- South Lake Tahoe Earth Day, Saturday, April 19
- Tahoe Truckee Earth Day, Saturday, April 26

**Snapshot Day**

- Saturday, May 10, 2025

**Fleet:**

- Preventative Maintenance = 344 hrs
- Corrective Maintenance = 310 hrs
- Emergency = 0
- Other = 42 hrs

**Laboratory:**

- Quarterly monitoring for Odor
  - Q1 samples resulted in 0 TON (non-detect)
- Potable Water Testing
  - System Samples Taken – 15
    - Total Coliform (#CFU/100mL) – 0
    - Avg. Total Res CL2 (mg/L) – 1.37
- Wastewater Testing
  - Bacteriological Samples (Spooner Pump Station) – 4
  - Monthly Avg. Total Res CL2 (Spooner Pump Station) – 4.6 mg/L
  - Total Monthly TSS Analysis – 4
  - Total Monthly BOD Analysis – 4
  - Total Phosphorus Analysis – 1

- Total Nitrogen Analysis - 1

***Major Capital Improvement Project Status***

- Effluent Pipeline Replacement Project GMP 2
  - Planning work for 2025 construction season has begun
- Effluent Storage Tank Project
  - Punch list, final painting to occur in 2025
  - Tank is online
- Skate Park Project
  - Review of 30% Schematic Designs and Board Direction March 12, 2025

**MEMORANDUM**

**TO:** Board of Trustees

**THROUGH:** Robert Harrison, District General Manager

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

**SUBJECT:** Approve and Authorize the District General Manager to execute a Payment between Incline General Improvement District and the Nevada Department of Transportation for the Adjustment of Manholes, Valve Covers and Meter Boxes; FY 2024/25 Utilities Fund Operating Budget #20002297-7510; in the Amount of \$102,385.58; Discussion and Possible Action. (Requesting Staff Member: Director of Public Works Kate Nelson)

**RELATED FY 2025 STRATEGIC PLAN**

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

**BUDGET INITIATIVE(S):** The District will practice perpetual asset renewal, replacement and improvement to provide safe and superior long term utility services and recreation venues, facilities, and services.

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

NRS 277.045  
Purchasing Policy for Goods And Services  
21.1.0

**DATE:** March 12, 2025

**I. RECOMMENDATION**

That the Board of Trustees Make a Motion to:

1. Authorize the Director of Public Works to Execute a Payment Between the District and NDOT in the Amount of \$102,385.58 in Accordance with NRS 277.045.

**II. BACKGROUND**

In 2020, the District entered into an agreement with NDOT as part of the NDOT



Project 3858 to fund the adjustment of manholes, valve covers, and meter boxes within the NDOT right-of-way as part of their multi-year resurfacing project on State Route 28 and Mt. Rose Highway. This work is specifically focused on the section of SR 28 from one mile north of Sand Harbor to the Nevada-California state line, and on SR 431, from the SR 28 junction to 0.062 miles east of Mt. Rose Summit.

### **III. BID RESULTS**

The District's payment to NDOT for adjustments to manhole covers, valve covers, and meter boxes is governed by NRS 277.045 Miscellaneous Cooperative Agreements. IVGID opted to incorporate this work into the NDOT Project 3858 design and construction package to simplify coordination and avoid the complexities of working directly with NDOT's contractor during construction, thereby streamlining the process by having the work completed as part of the ongoing project.

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

Adjustments to manholes, valve covers, and meter boxes are included annually in the Utilities operating budget. The District collaborates with both NDOT and Washoe County each year, as their road improvement projects often necessitate these adjustments. This funding was approved in the FY 2024/25 Utilities Operating Budget (#20002297-7510) and will be disbursed from this General Ledger account.

### **V. ALTERNATIVES**

Not applicable.

### **VI. COMMENTS**

Not applicable.

### **VII. BUSINESS IMPACT/BENEFIT**

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

### **VIII. ATTACHMENTS**

1. Nevada DOT 03858J3803 \$52,222.99 Hudson-Kate 2.20.25
2. Nevada DOT 03858J3801 \$1784.77 Hudson-Kate 2.20.25
3. Nevada DOT 03858J3802 \$48377.82 Hudson-Kate 2.20.25

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



**State of Nevada  
Department of Transportation**

**Invoice**

1263 South Stewart Street  
Carson City, Nevada 89712

Customer Code
J38

Invoice Number
03858J3803

Invoice Date
02/20/25

Amount Due
\$52,222.99

INCLINE VILLAGE GEN. IMPROVEMENT DISTRICT  
ATTN: ACCOUNTS PAYABLE  
893 SOUTHWOOD BLVD.  
INCLINE VILLAGE, NV 89451

Amount Remitted 

--

  
 Make checks or money orders payable to the  
**Department of Transportation.**

For billing inquiries please call (775) 888-7456

Please return this portion with your payment  
 Please keep this stub for your records

Description			Amount
PER AGREEMENT R493-20-030, IVGID AGREES TO REIMBURSE NDOT FOR THE ADJUSTMENT OF MANHOLE/VALVE COVERS AND METER BOXES ON STATE ROUTE 28 FROM ONE MILE NORTH OF SAND HARBOR TO THE NV/CA STATE LINE			
CONTRACT 3858	PROJECT 74079	SPF-028-1(027)	
<b><u>CONSTRUCTION</u></b>	<b>PROJECT TOTAL : \$16,524,314.97</b>		
CATEGORY 9: ITEM 6090600 - ADJUST VALVE COVERS (METHOD B) QTY 59 @ \$770.00 EACH \$45,430.00 / \$16,524,314.97 = 0.2749%			\$45,430.00
<b><u>CONSTRUCTION ENGINEERING</u></b>	<b>PROJECT TOTAL : \$2,470,821.87</b>		
\$2,470,821.87 x 0.2749% = \$6,792.99			\$6,792.99
<b>Total Amount Due</b>			<b>\$52,222.99</b>

Special Comments

Department of Transportation  
 1263 S. Stewart St., Carson City, NV 89712  
 For billing inquiries please call (775) 888-7456

REPORT #: M15A  
 RUN TIME: 11:07:17

STATE OF NEVADA  
 DEPARTMENT OF TRANSPORTATION  
 SUMMARY OF ALL PROJECT COSTS  
 FOR THE PERIOD OF 01/01/99 THRU 02/20/25

AGENCY: 800

PROJECT: 74079

PROJECT DESCRIPTION: SR28 SANDHARBOR TO STATELINE

	PARTICIPATING	NON PARTICIPATING	REIMBURSEMENTS	TOTAL
	-----	-----	-----	-----
PRELIMINARY ENGINEERING:	58,555.82	1,515,197.42	0.00	1,573,753.24
RIGHT OF WAY:	0.00	0.00	0.00	0.00
CONSTRUCTION ENGINEERING:	1,966,177.02	504,644.85	0.00	2,470,821.87
CONSTRUCTION:	0.00	16,524,314.97	0.00	16,524,314.97
PLANNING:	0.00	0.00	0.00	0.00
INDIRECT/OTHER:	0.00	779.44	0.00	779.44
	-----	-----	-----	-----
TOTALS:	2,024,732.84	18,544,936.68	0.00	20,569,669.52
	=====	=====	=====	=====



Nevada Department of Transportation

01/29/2025 9:14:13 AM

Payment Estimate Summary By Project Report

Project Line Num		Item					Pay Amt This Estimate	
Unit	Unit Price	Bid Qty	Current Qty	Qty Posted This Est	Qty Paid This Estimate	Qty Paid To Date	% Complete	
0950		6090600, ADJUSTING VALVE COVERS (METHOD B)						\$0.00
EACH	\$770.00000	9.000	9.000	0.00	0.000	8.000	88.89%	
<b>Supplemental Description:</b>								
					<b>Category 08 Total:</b>	\$0.00	\$42,085.00	0.00%

Project: 74079C3C, ADJUST COVER, AT&T ,IVGID - SEWER AND WATER NON PRIOR RIGHT. NDOT STORM DRAIN, ELECTRIC. NV ENERGY NO PRIOR RIGHTS  
 Category: 09, IVGID - WATER NO PRIOR RIGHT

Project Line Num		Item					Pay Amt This Estimate	
Unit	Unit Price	Bid Qty	Current Qty	Qty Posted This Est	Qty Paid This Estimate	Qty Paid To Date	% Complete	
0955		6090600, ADJUSTING VALVE COVERS (METHOD B)						\$0.00
EACH	\$770.00000	47.000	47.000	0.00	0.000	59.000	125.53%	
<b>Supplemental Description:</b>								
					<b>Category 09 Total:</b>	\$0.00	\$45,430.00	0.00%



1263 South Stewart Street  
Carson City, Nevada 89712

Customer Code	Invoice Number
J38	03858J3801
Invoice Date	Amount Due
02/20/25	\$1,784.77

INCLINE VILLAGE GEN. IMPROVEMENT DISTRICT  
ATTN: ACCOUNTS PAYABLE  
893 SOUTHWOOD BLVD.  
INCLINE VILLAGE, NV 89451

Amount Remitted   
Make checks or money orders payable to the  
Department of Transportation.

For billing inquiries please call (775) 888-7456

Please return this portion with your payment  
Please keep this stub for your records

Description	Amount
PER AGREEMENT R494-20-030, IVGID AGREES TO REIMBURSE NDOT FOR THE ADJUSTMENT OF MANHOLE/VALVE COVERS ON SR-431 FROM SR-28 TO 0.062 MILES EAST OF MT. ROSE SUMMIT. CONTRACT 3858 PROJECT 74153 SPSR-0431(022)	
<b>CONSTRUCTION PROJECT TOTAL : \$22,691,660.09</b>	
CATEGORY 19: ITEM 6090600 - ADJUST VALVE COVERS QTY 2 @ \$770.00 EACH \$1,540.00 / \$22,691,660.09 = 0.0068%	\$1,540.00
<b>CONSTRUCTION ENGINEERING PROJECT TOTAL : \$3,606,668.16</b>	
\$3,606,668.16 x 0.0068% = \$244.77	\$244.77
<b>Total Amount Due</b>	<b>\$1,784.77</b>

Special Comments

Department of Transportation  
1263 S. Stewart St., Carson City, NV 89712  
For billing inquiries please call (775) 888-7456





Nevada Department of Transportation

01/29/2025 9:14:13 AM

Payment Estimate Summary By Project Report

Project: 74153C3C, ADJUST COVER AT&T IVGID WATER

Category: 18, AT&T NO PRIOR RIGHT

Project Line Num		Item						Pay Amt This Estimate
Unit	Unit Price	Bid Qty	Current Qty	Qty Posted This Est	Qty Paid This Estimate	Qty Paid To Date	% Complete	
1730		6090260, ADJUSTING MANHOLE COVERS (METHOD B)						\$0.00
EACH	\$1,250.00000	3.000	3.000	0.00	0.000	3.000	100.00%	
<b>Supplemental Description:</b>								
					<b>Category 18 Total:</b>	\$0.00	\$3,750.00	0.00%

Project: 74153C3C, ADJUST COVER AT&T IVGID WATER

Category: 19, IVGID - WATER NO PRIOR RIGHT

Project Line Num		Item						Pay Amt This Estimate
Unit	Unit Price	Bid Qty	Current Qty	Qty Posted This Est	Qty Paid This Estimate	Qty Paid To Date	% Complete	
1735		6090600, ADJUSTING VALVE COVERS (METHOD B)						\$0.00
EACH	\$770.00000	3.000	3.000	0.00	0.000	2.000	66.67%	
<b>Supplemental Description:</b>								
					<b>Category 19 Total:</b>	\$0.00	\$1,540.00	0.00%
					<b>Project 74153C3C Total:</b>	\$0.00	\$5,290.00	0.00%
					<b>Contract 03858 Total:</b>	\$180,092.64	\$5,290.00	0.48%

REPORT #: M15A  
 RUN TIME: 14:02:18

STATE OF NEVADA  
 DEPARTMENT OF TRANSPORTATION  
 SUMMARY OF ALL PROJECT COSTS  
 FOR THE PERIOD OF 01/01/99 THRU 02/20/25

AGENCY: 800      PROJECT: 74153      PROJECT DESCRIPTION: SR431 FM SR28 TO E OF MT ROSE

	PARTICIPATING	NON PARTICIPATING	REIMBURSEMENTS	TOTAL
	-----	-----	-----	-----
PRELIMINARY ENGINEERING:	12,500.23	367,361.89	0.00	379,862.12
RIGHT OF WAY:	0.00	0.00	0.00	0.00
CONSTRUCTION ENGINEERING:	2,880,285.12	726,383.04	0.00	3,606,668.16
CONSTRUCTION:	0.00	22,691,660.09	0.00	22,691,660.09
PLANNING:	0.00	0.00	0.00	0.00
INDIRECT/OTHER:	0.00	0.00	0.00	0.00
	-----	-----	-----	-----
TOTALS:	2,892,785.35	23,785,405.02	0.00	26,678,190.37
	=====	=====	=====	=====





REPORT #: M15A  
 RUN TIME: 11:07:17

STATE OF NEVADA  
 DEPARTMENT OF TRANSPORTATION  
 SUMMARY OF ALL PROJECT COSTS  
 FOR THE PERIOD OF 01/01/99 THRU 02/20/25

AGENCY: 800      PROJECT: 74079      PROJECT DESCRIPTION: SR28 SANDHARBOR TO STATELINE

	PARTICIPATING	NON PARTICIPATING	REIMBURSEMENTS	TOTAL
	-----	-----	-----	-----
PRELIMINARY ENGINEERING:	58,555.82	1,515,197.42	0.00	1,573,753.24
RIGHT OF WAY:	0.00	0.00	0.00	0.00
CONSTRUCTION ENGINEERING:	1,966,177.02	504,644.85	0.00	2,470,821.87
CONSTRUCTION:	0.00	16,524,314.97	0.00	16,524,314.97
PLANNING:	0.00	0.00	0.00	0.00
INDIRECT/OTHER:	0.00	779.44	0.00	779.44
	-----	-----	-----	-----
TOTALS:	2,024,732.84	18,544,936.68	0.00	20,569,669.52
	=====	=====	=====	=====



Nevada Department of Transportation

01/29/2025 9:14:13 AM

Payment Estimate Summary By Project Report

**Project:** 74079C3C, ADJUST COVER, AT&T ,IVGID - **Category:** 07, AT&T NO PRIOR RIGHTS  
 SEWER AND WATER NON PRIOR RIGHT.  
 NDOT STORM DRAIN, ELECTRIC. NV  
 ENERGY NO PRIOR RIGHTS

Project Line Num		Item					Pay Amt This Estimate	
Unit	Unit Price	Bid Qty	Current Qty	Qty Posted This Est	Qty Paid This Estimate	Qty Paid To Date	% Complete	
0935		6090260, ADJUSTING MANHOLE COVERS (METHOD B)						\$0.00
EACH	\$1,250.00000	4.000	4.000	0.00	0.000	4.000	100.00%	
<b>Supplemental Description:</b>								
					<b>Category 07 Total:</b>	\$0.00	\$5,000.00	0.00%

**Project:** 74079C3C, ADJUST COVER, AT&T ,IVGID - **Category:** 08, IVGID - SEWER NO PRIOR RIGHT  
 SEWER AND WATER NON PRIOR RIGHT.  
 NDOT STORM DRAIN, ELECTRIC. NV  
 ENERGY NO PRIOR RIGHTS

Project Line Num		Item					Pay Amt This Estimate	
Unit	Unit Price	Bid Qty	Current Qty	Qty Posted This Est	Qty Paid This Estimate	Qty Paid To Date	% Complete	
0940		6090260, ADJUSTING MANHOLE COVERS (METHOD B)						\$0.00
EACH	\$1,250.00000	24.000	24.000	0.00	0.000	28.000	116.67%	
<b>Supplemental Description:</b>								
0945		6090270, ADJUSTING MANHOLE COVERS (METHOD C)						\$0.00
EACH	\$925.00000	1.000	1.000	0.00	0.000	1.000	100.00%	
<b>Supplemental Description:</b>								



Nevada Department of Transportation

01/29/2025 9:14:13 AM

Payment Estimate Summary By Project Report

Project Line Num		Item					Pay Amt This Estimate	
Unit	Unit Price	Bid Qty	Current Qty	Qty Posted This Est	Qty Paid This Estimate	Qty Paid To Date	% Complete	
0950		6090600, ADJUSTING VALVE COVERS (METHOD B)						\$0.00
EACH	\$770.00000	9.000	9.000	0.00	0.000	8.000	88.89%	
<b>Supplemental Description:</b>								
					<b>Category 08 Total:</b>	\$0.00	\$42,085.00	0.00%

Project: 74079C3C, ADJUST COVER, AT&T ,IVGID - SEWER AND WATER NON PRIOR RIGHT. NDOT STORM DRAIN, ELECTRIC. NV ENERGY NO PRIOR RIGHTS  
 Category: 09, IVGID - WATER NO PRIOR RIGHT

Project Line Num		Item					Pay Amt This Estimate	
Unit	Unit Price	Bid Qty	Current Qty	Qty Posted This Est	Qty Paid This Estimate	Qty Paid To Date	% Complete	
0955		6090600, ADJUSTING VALVE COVERS (METHOD B)						\$0.00
EACH	\$770.00000	47.000	47.000	0.00	0.000	59.000	125.53%	
<b>Supplemental Description:</b>								
					<b>Category 09 Total:</b>	\$0.00	\$45,430.00	0.00%

**MEMORANDUM**

**TO:** Board of Trustees

**THROUGH:** Robert Harrison, District General Manager

**FROM:** Erin Feore, Director of Human Resources

**SUBJECT:** Review, Discuss and Appoint a Board Liaison to attend the Interviews of Candidates for the General Manager of Golf Operations Position and Provide Feedback to Staff. (Requesting Staff Member: Director of Human Resources Erin Feore)

**RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES** Resolution 1911, Policy and Procedure 144

**DATE:** March 12, 2025

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**I. RECOMMENDATION**

The Board appoint a Liaison to attend the interviews of candidates for the General Manager of Golf Operations position.

**II. BACKGROUND**

Following General Manager direction on January 30, 2025, the Human Resources Department prepared a dynamic recruiting flyer and posted the opened position for the General Manager of Golf Operations position on various job boards and with the PGA. At this time, applications and resumes are being collected and reviewed. This is a Senior level position that reports directly to the District General Manager.

It is anticipated that interviews will begin in mid-to-late March. To ensure compliance with Resolution 1911, Policy and Procedure 144, we would like to have a Board appoint its liaison to participate in this process with us so we can ensure applicant information is shared timely with the liaison before interviews begin.

**III. BID RESULTS**

N/A

**IV. FINANCIAL IMPACT AND BUDGET**

This is an approved, budgeted position in FY 24/25

**V. ALTERNATIVES**

The Board may direct the Human Resources Director to proceed with the recruitment process without a Board liaison.

**VI. COMMENTS**

**VII. BUSINESS IMPACT/BENEFIT**

**VIII. ATTACHMENTS**

None

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

Assign a Board Liaison to work with Human Resources and District General Manager in the recruitment process of the General Manager of Golf position.

**MEMORANDUM**

**TO:** Board of Trustees

**THROUGH:** Robert Harrison, District General Manager

**FROM:** Kate Nelson, Director of Public Works, Bree Waters, District Project Manager

**SUBJECT:** Approve and Authorize the Board Chair and Secretary to Sign an Agreement between the District and CORE West Inc. dba CORE Construction for the 100% Construction Development Contract for Incline Beach House Project - FY 2024/25 Capital Improvement Project; Fund: Community Services; Division: Beaches; Project #3973LI1302; in the amount of \$755,000; Discussion and Possible Action. (Requesting Staff Member: Public Works Director Kate Nelson)

**RELATED FY 2023 STRATEGIC PLAN**

**BUDGET INITIATIVE(S):**

**LONG RANGE PRINCIPLE #1 - SERVICE**

The District will provide superior quality service through responsible stewardship of District resources and assets with an emphasis on the parcel owner and customer experience.

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

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

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

Board Policy 12.1.0 Multi-Year Capital Planning; 13.2.0 Capital Planning Expenditures; 21.1.0 Purchasing Policy for Public Works Contracts

**DATE:** March 12, 2025

---

**I. RECOMMENDATION**

The Board of Trustees makes a motion to:

1. Approve the Agreement for the 100% Construction Development Documents for the Incline Beach House Project - 2024/25 Capital Improvement Project; Fund: Community Services; Division: Beaches; Project #3973LI1302; Contractor: CORE West Inc. dba CORE Construction for the amount of \$755,000; and,
2. Direct the Chair and Secretary to sign and execute the Agreement.

## **II. BACKGROUND**

The contract for the 100% Construction Development Documents is the next step in moving the beach house project forward. The Design-Build contract includes the continued design development of the project with a deliverable of 100% Construction Development documents, project permitting, subcontractor bidding, and negotiation of the Guaranteed Maximum Price (GMP) for the construction project.

For the complete background on the Incline Beach House Project, refer to Supplemental Item G.4 for the Board Meeting on January 29, 2025:

[https://www.yourtahoeplace.com/uploads/pdf-ivgid/2025-0129\\_BOT\\_Supplemental\\_Item\\_G4\\_InternalMemo\\_Background-InclineBeachHouse\\_Beach\\_Access\\_Projects\\_15JAN25.pdf](https://www.yourtahoeplace.com/uploads/pdf-ivgid/2025-0129_BOT_Supplemental_Item_G4_InternalMemo_Background-InclineBeachHouse_Beach_Access_Projects_15JAN25.pdf)

Also, a list of the Summary of Board Memos Included for background education are as follows:

July 27, 2022 (Item H.1)  
February 8, 2023 (Item F.8)  
April 5, 2023 (Item G2-FY 2023/24 Budget Workshop #3)  
July 26, 2023 (Item H.1)  
February 28, 2024 (Item G.2)  
March 28, 2024 (Item E.2)  
April 16, 2024 (Internal Board Memo)  
May 8, 2024 (Item G.5)  
June 12, 2024 (Item G.1)  
October 9, 2024 (Item E.4)

## **III. BID RESULTS**

N/A.

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

The FY 2023/24 approved budget included \$4,000,000 for the total Project Budget for the Incline Beach House Project, of which \$103,500 plus an additional \$50,000 was used for the 30% Schematic Design. The FY 2024/25 approved budget for the Beach Access Project carried the money forward and included

\$400,000 for the Beach Access Project. The total remaining budget for this project is \$3,845,000 and \$755,000 will be used for the 100% Design Development, Construction Documents, Permitting and Guaranteed Maximum Price (GMP).

**V. ALTERNATIVES**

N/A

**VI. COMMENTS**

The Owner and Design-Builder Amendment has been reviewed and approved as to form by Silver State Law and District's Legal Counsel.

**VII. BUSINESS IMPACT/BENEFIT**

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

**VIII. ATTACHMENTS**

None

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



**MEMORANDUM**

**TO:** Board of Trustees

**THROUGH:** Robert Harrison, District General Manager

**FROM:** Kate Nelson, Director of Public Works, Bree Waters, District Project Manager

**SUBJECT:** Review, Discuss and Provide Direction for the Final Design-Build Construction Contract for Skate Park Enhancement Project - FY 2024/25 Capital Improvement Project Fund: General; Division: Parks: Project #4378BD2202; (Requesting Staff Member: Director of Public Works Kate Nelson)

**RELATED FY 2025 STRATEGIC PLAN**

**BUDGET INITIATIVE(S):**

**LONG RANGE PRINCIPLE #1 - SERVICE**

The District will provide superior quality service through responsible stewardship of District resources and assets with an emphasis on the parcel owner and customer experience.

**Long Term Initiative #6** - Execute the shortand long term strategy as they relate to various district venue and facility master plans and studies as the roadmap for the future.

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

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

**Long Term Initiative #2** - Continue to implement top priorities identified in the Community Service Master Plan, priorities as defined by the Board of Trustees.

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

Multi-Year Capital Planning Policy 12.1.0;  
Capital Project Budgeting Policy 13.1.0;  
Purchasing Policy for Public Works Contracts 21.2.0

**DATE:** March 12, 2025

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## **I. RECOMMENDATION**

The Board make a motion to approve a project budget of \$500,000 to include final design, entitlements, permitting, District engineering staff time, construction management, contingency, and the construction of an addition to the existing Skate Park.

## **II. BACKGROUND**

In April 2000, the Board initiated the design phase for the Incline Skate Park, which was subsequently constructed in the spring of 2001. For over two decades, the Incline Skate Park has been a popular destination for skateboarders of all ages and skill levels. However, the facility no longer adequately meets the needs of its users or the broader community. The park's limited size relative to the number of users exacerbates safety concerns. Compared to surrounding skate parks, the Incline Skate Park is the smallest and lacks sufficient beginner features and variety to support skill development across all levels.

The Incline Skate Park is one of the community's most heavily used facilities, with camps in high demand and consistently selling out shortly after registration opens. The Community Services Master Plan (CSMP), updated in 2019, identifies several recommendations, including the Skate Park Enhancement Project as a Second Tier Recommendation (Pages 132-139). The CSMP states: "The skatepark has the potential to provide a better range of structures to meet both beginner and experienced user needs. The current design is focused more towards experienced users, which reduces overall use." Additionally, the CSMP notes: "The skatepark is adequate but is not designed for multiple age groups/ability levels. Incorporating a variety of elements for beginners, young skaters, and experienced skaters will enhance the facility. These enhancements have community support and could greatly increase the use of community resources."

At the January 12, 2022, Board Meeting (Item G.4), the Skate Park Enhancement Project was officially designated a Board Priority Project, with an initial budget allocation of \$190,000 for FY 2022. In the summer of 2022, staff successfully secured a \$250,000 grant from Washoe County to fund enhancements to the park. Subsequently, at the December 14, 2022, Board Meeting (Item G.1), the Board formally accepted a Notice of Subaward (Non-Competitive Grant) from Washoe County in the amount of \$250,000 for the project.

During this meeting, staff also noted that while \$190,000 had initially been budgeted for the project in FY 2022, the prevailing construction climate might necessitate additional funding. Further direction was provided at the May 25, 2023, Board Meeting (Item G.2), where the Board instructed staff to issue a Request for Proposals (RFP) for a Design-Build team. The selection committee

ultimately chose Spohn Ranch as the Design-Build team.

### **Project Design Options**

The selected team was tasked with developing a 30% Schematic Design for two potential project options (Attached):

- Option 1: A smaller footprint project area, fully funded by the \$250,000 Washoe County grant.
- Option 2: A larger footprint project area with a total cost of \$500,000.

The RFP solicited bids for total project costs of \$250,000 and \$500,000, encompassing both hard and soft costs. These budgets account for permitting, design, construction, demolition, hazardous materials remediation (if required), new construction, site work, underground utilities (such as drainage), landscaping, site furnishings, and contingencies. The two options under consideration include one skate park estimated at approximately 2,000 SF and another at approximately 4,000 SF.

The Board's intent was to decide on a final design and total project budget once the 30% Schematic Design was completed and presented for consideration. Following Board approval on April 10, 2024 (Item G.3), project design and progress meetings commenced immediately and were held bi-weekly. These meetings included the Design-Build team, District Staff, and members of the Skate Park community, ensuring all stakeholders were actively involved from the outset. The design concepts were continually presented and refined through ongoing collaboration.

### **Recent Project Developments**

The 30% Schematic Design was presented to the Capital Investment Committee on August 20, 2024 (Item F.3). The committee supported the project and was favorable to the proposed designs. The majority of the committee believed the larger design better met the safety needs of the skate park community.

Shortly after this meeting, it was determined that an error in the general fund budget left this project with no appropriated funds in FY 2024/25. As staff are moving through the budget process for FY 2025/26, staff are returning to the Board for direction on the project and funding to be included in the FY 2025/26 Capital Improvement Project budget.

### **Staff Recommendations**

It is the staff's recommendation that the Board move forward with the total budget of \$500,000. This budget will include funding for:

- Process the entitlements for the property.
- Properly finalize permitting requirements.
- Support Public Works staff time for design and construction oversight.

- Maintain a construction contingency to address unforeseen conditions.

With Board approval, staff will request a proposal for the final Design-Build contract with Spohn Ranch. This contract will be brought back to the Board for approval after July 1, 2025.

### **III. BID RESULTS**

Not applicable.

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

The FY 2024/25 Budget includes funding in the amount of \$500,000. Half of the budget (\$250,000) is funded through an ARPA grant from Washoe County. The grant is a reimbursement type grant; therefore, the total project budget must be included in the General Fund Capital Improvement Plan line item.

The Parks Department has indicated that current maintenance requirements for the Skate Park are approximately 75–100 hours per year, which includes tasks such as maintaining hard surfaces and trash removal. It is anticipated that these maintenance hours would increase by approximately 15% for Option 1 and 25% for Option 2, should the park's hard surfaces be expanded.

This past summer marks the fifth consecutive year that the Recreation Department has offered Skate Camps. The program includes eight one-week sessions throughout the summer. Last summer, the camp attracted 81 participants, generating a total revenue of \$19,125. The camp is managed by two employees who are compensated on a commission basis. Of the participants, 69 were residents, and 12 were non-residents. Non-residents are charged an additional \$75 per session compared to residents.

### **V. ALTERNATIVES**

### **VI. COMMENTS**

Not applicable.

### **VII. BUSINESS IMPACT/BENEFIT**

### **VIII. ATTACHMENTS**

1. 30 Schematic Design

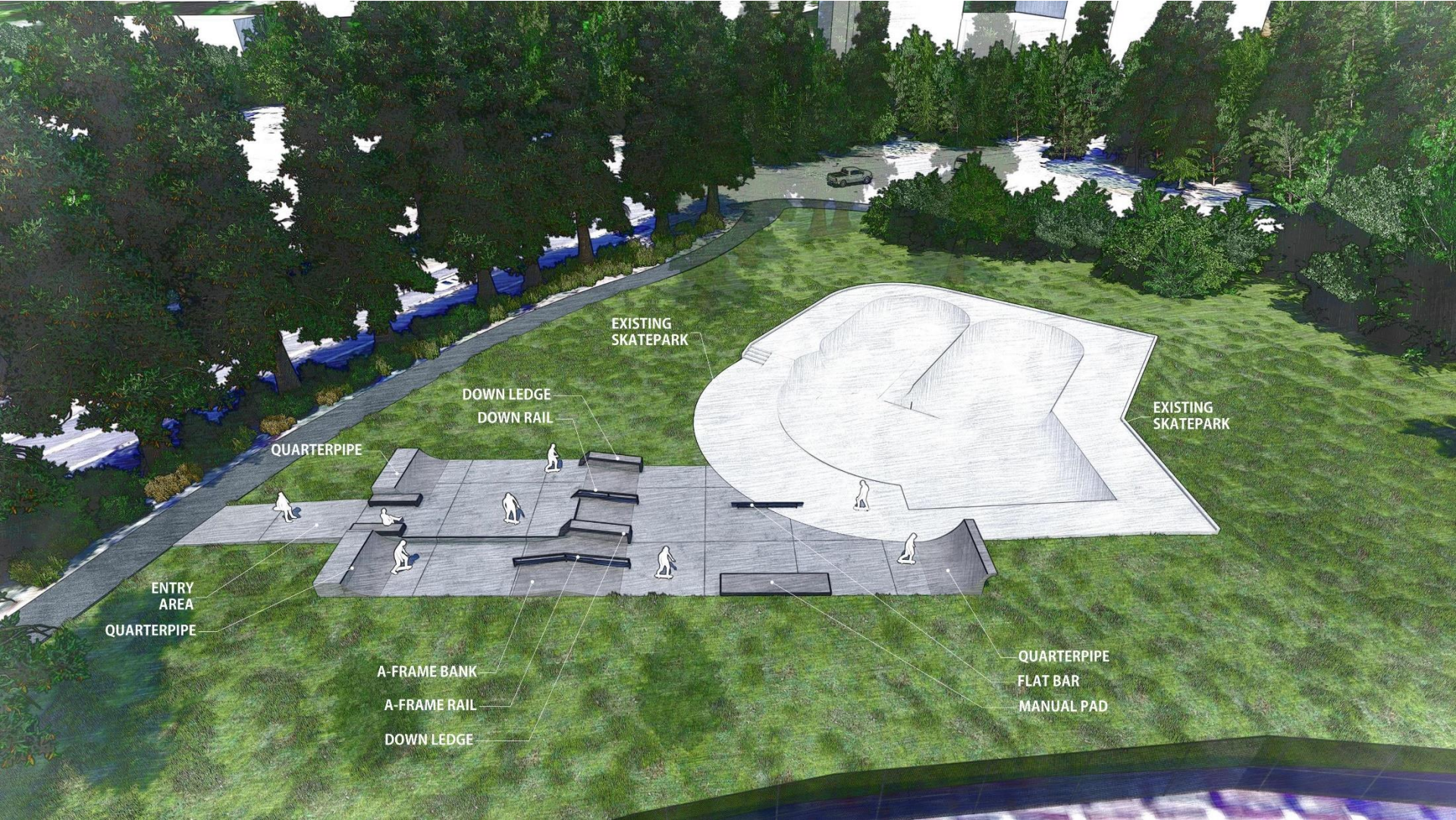
### **IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES**



# INCLINE VILLAGE SKATE PARK

30% SCHEMATIC DESIGN // 7.24.2024

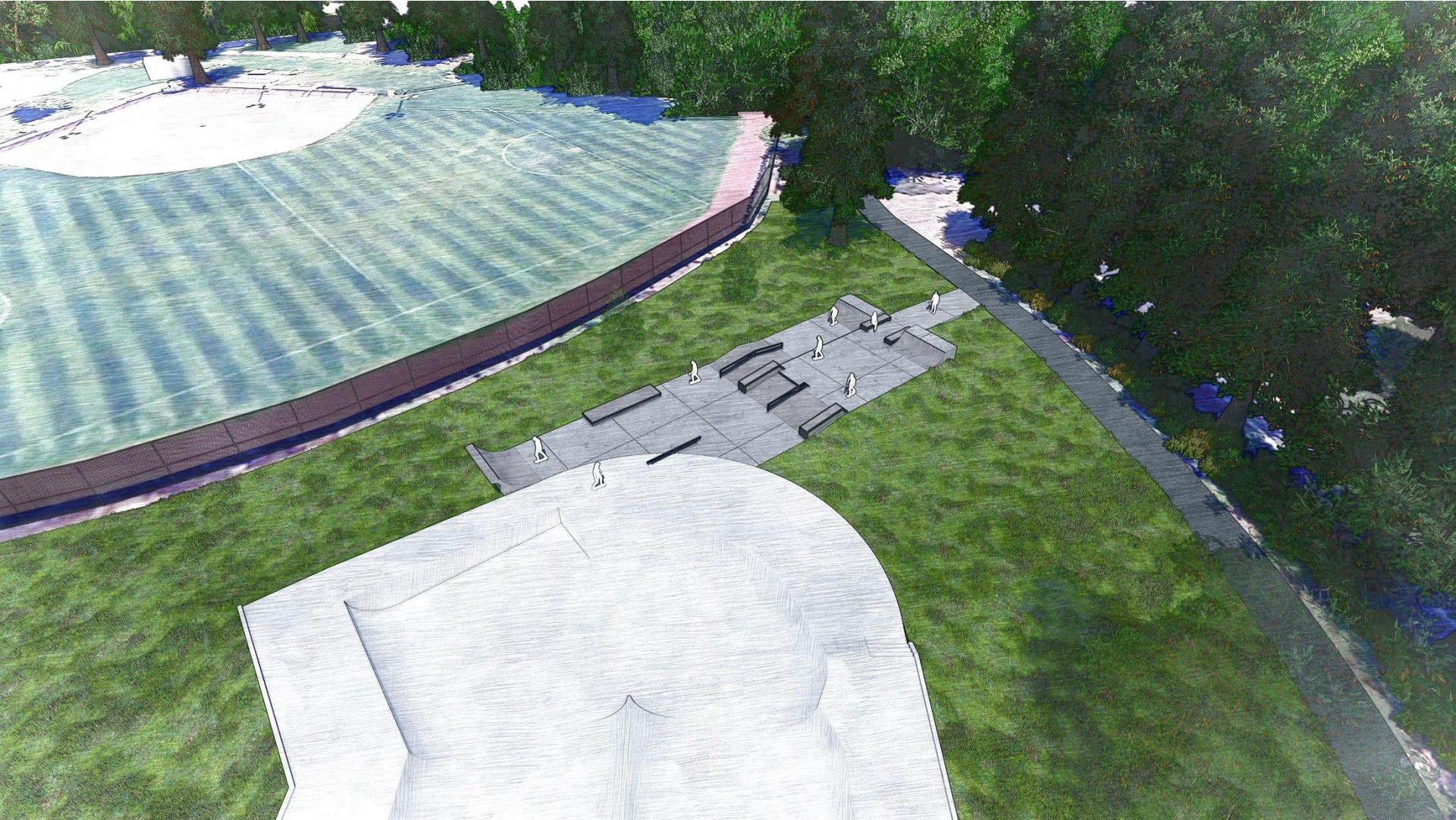




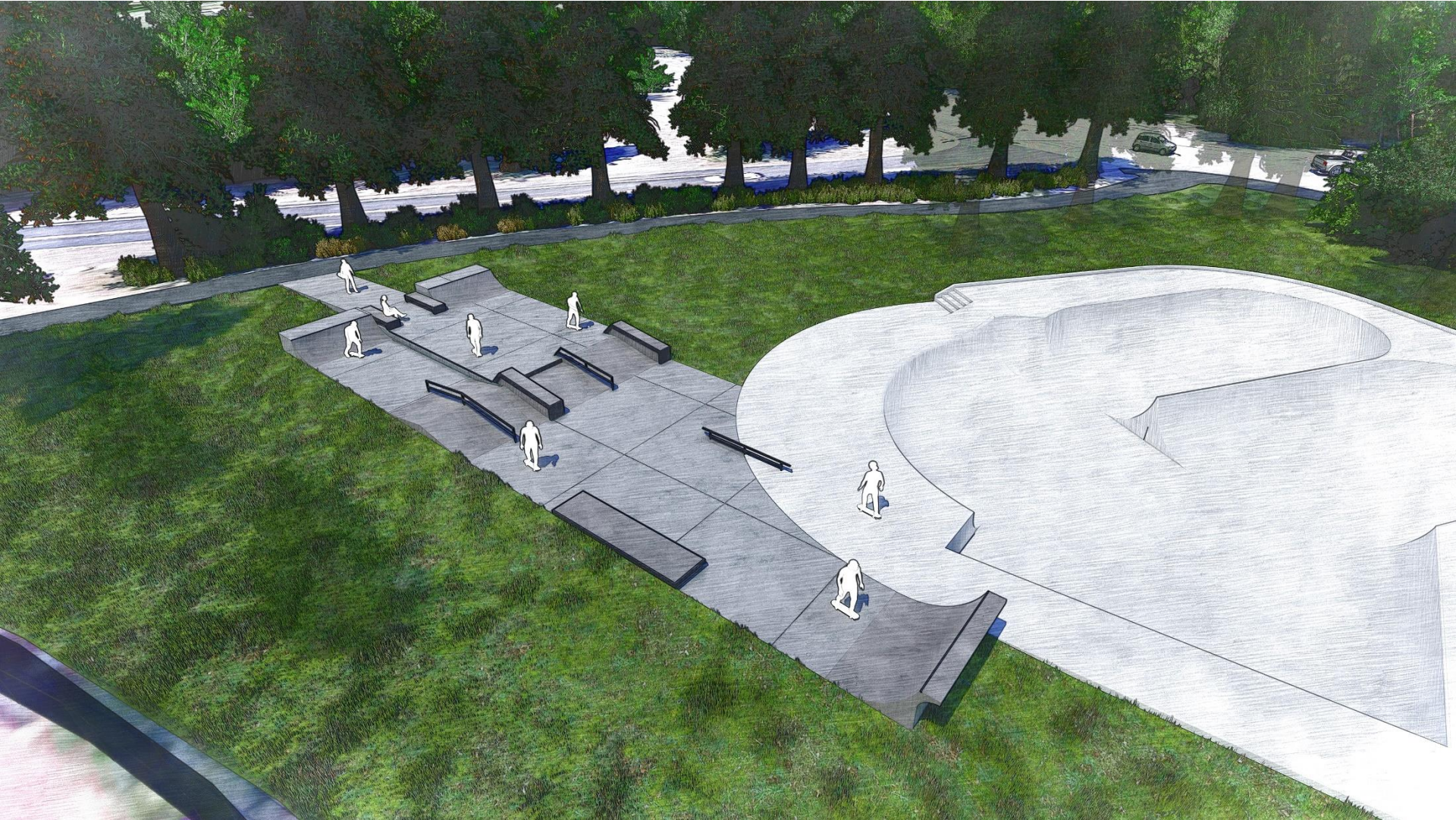




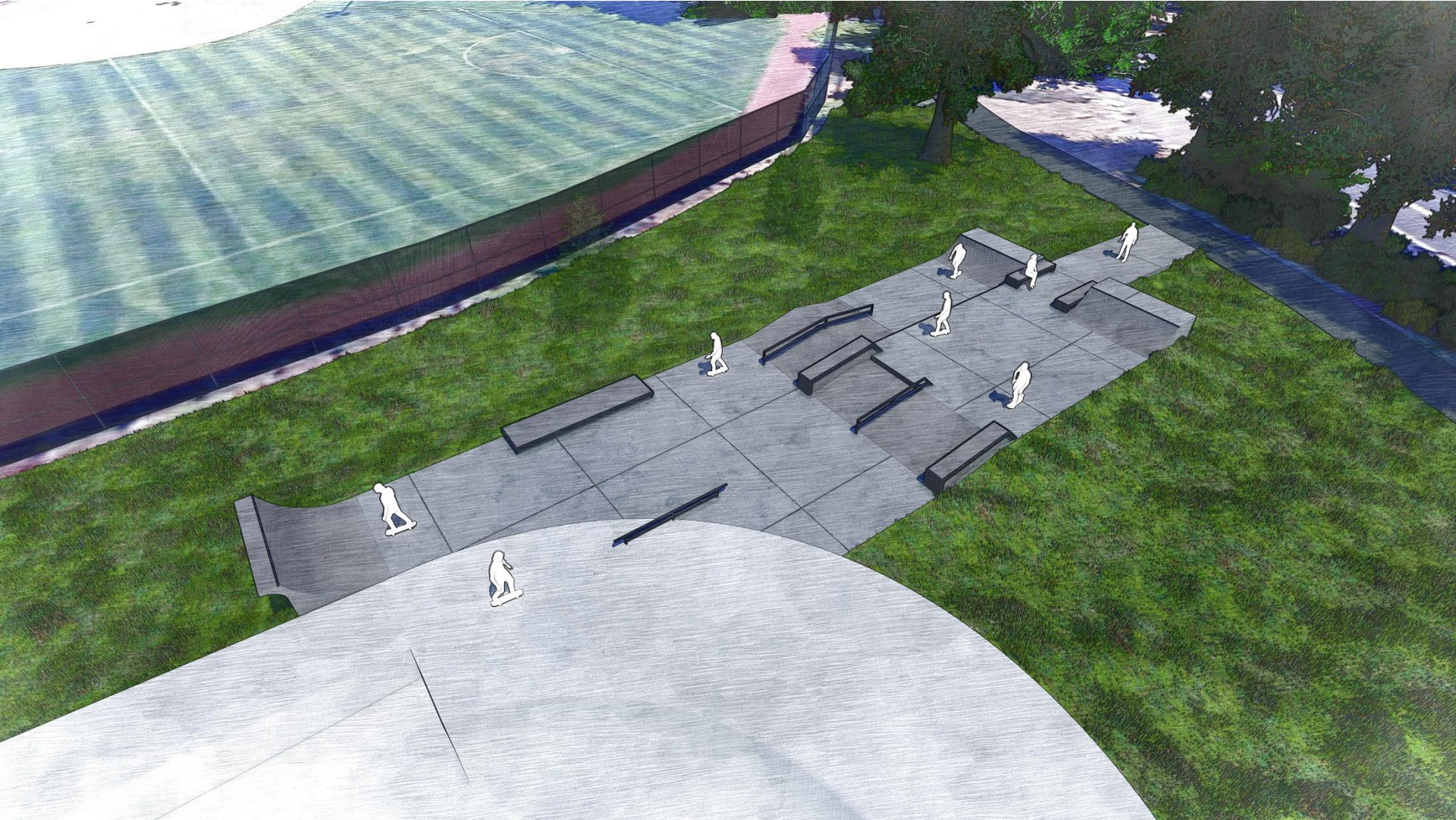




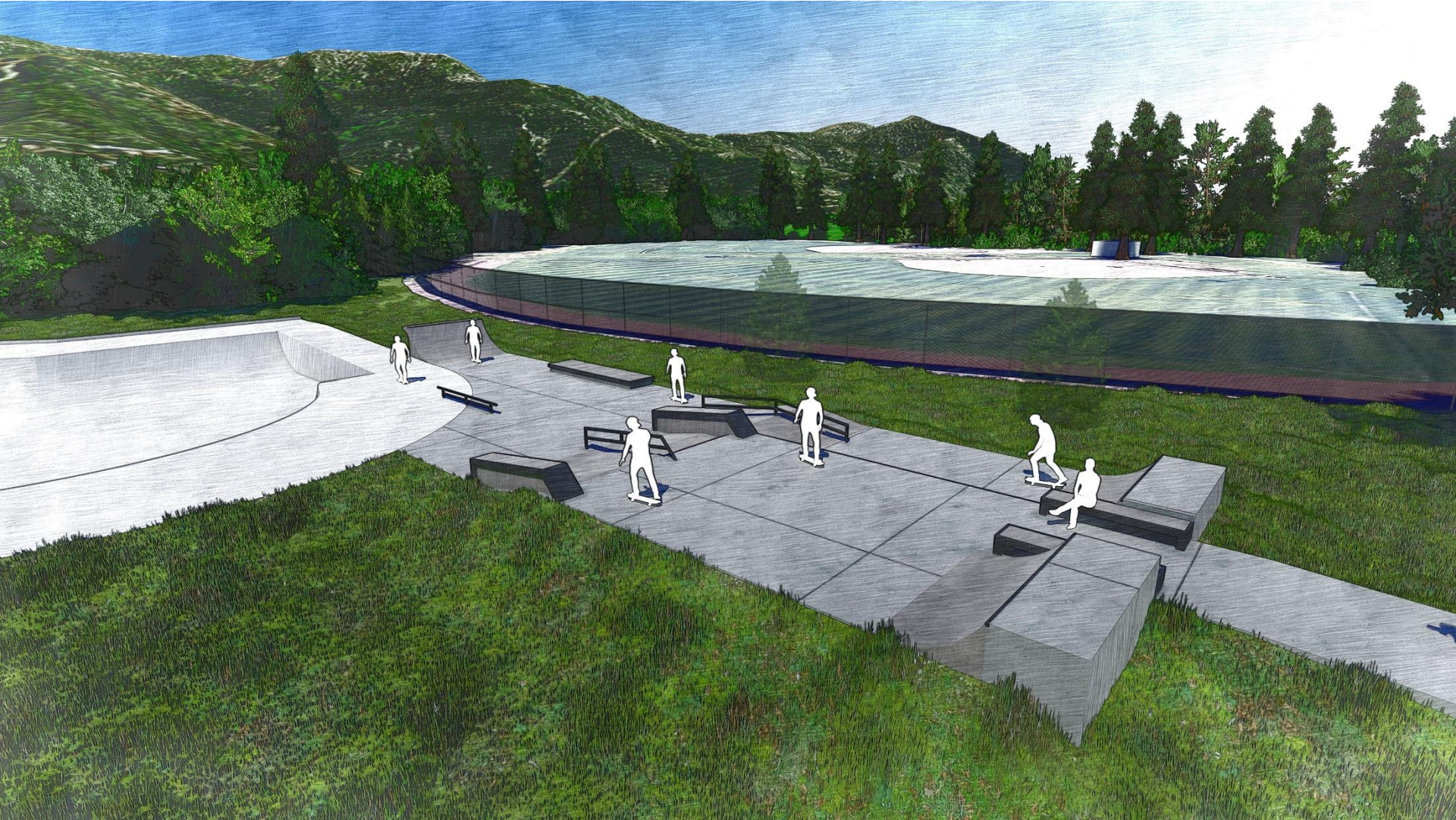




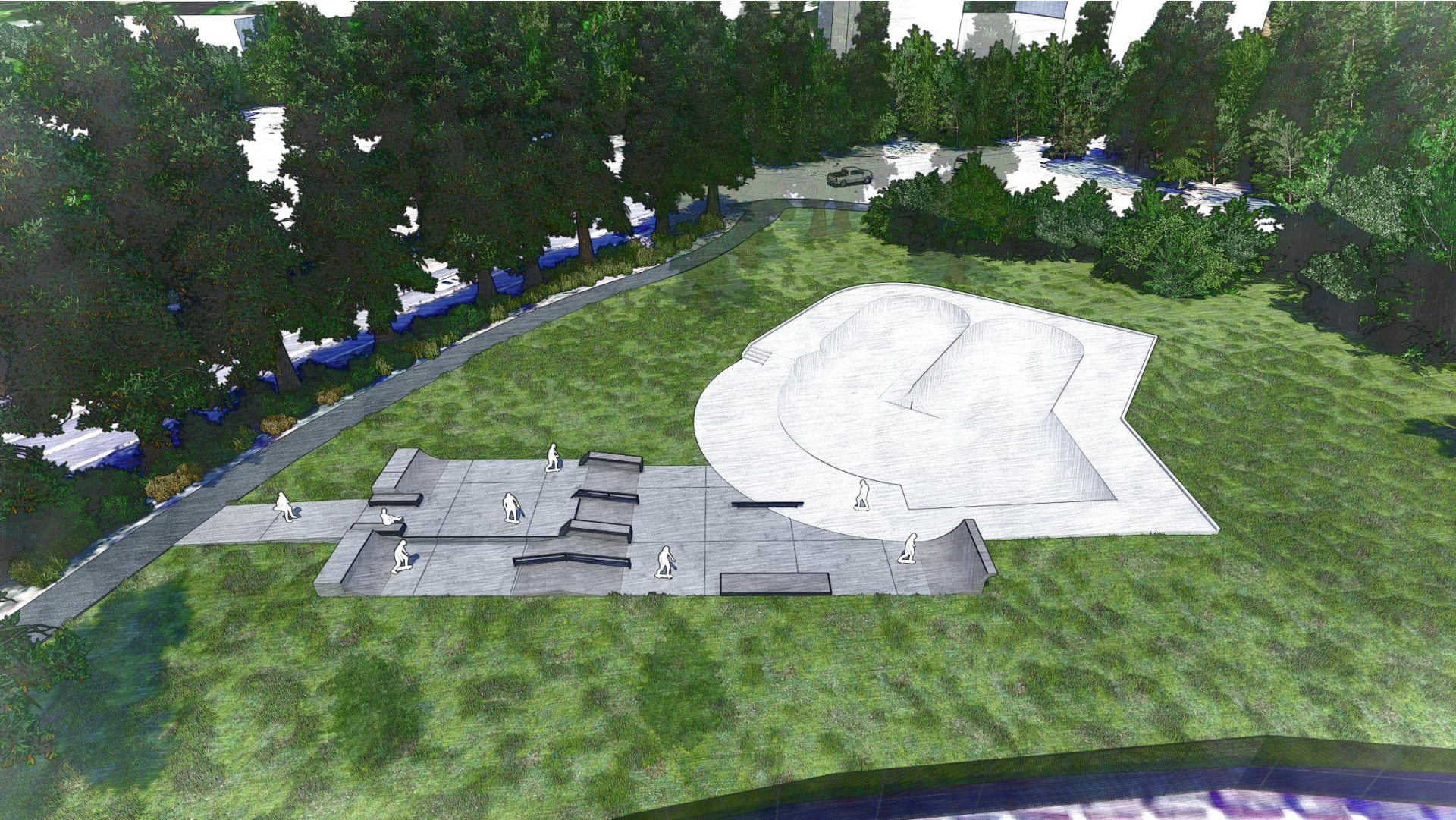




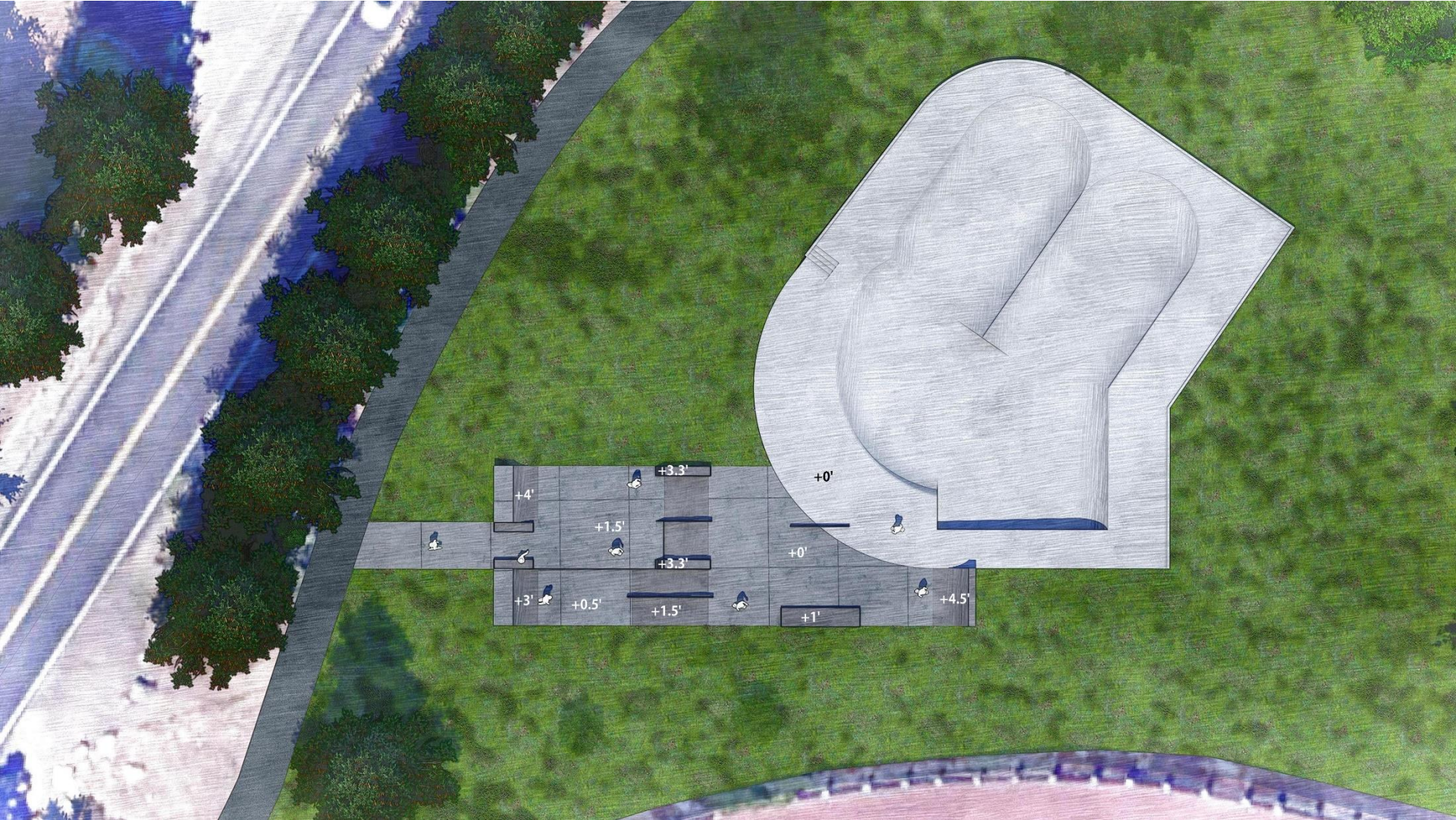




















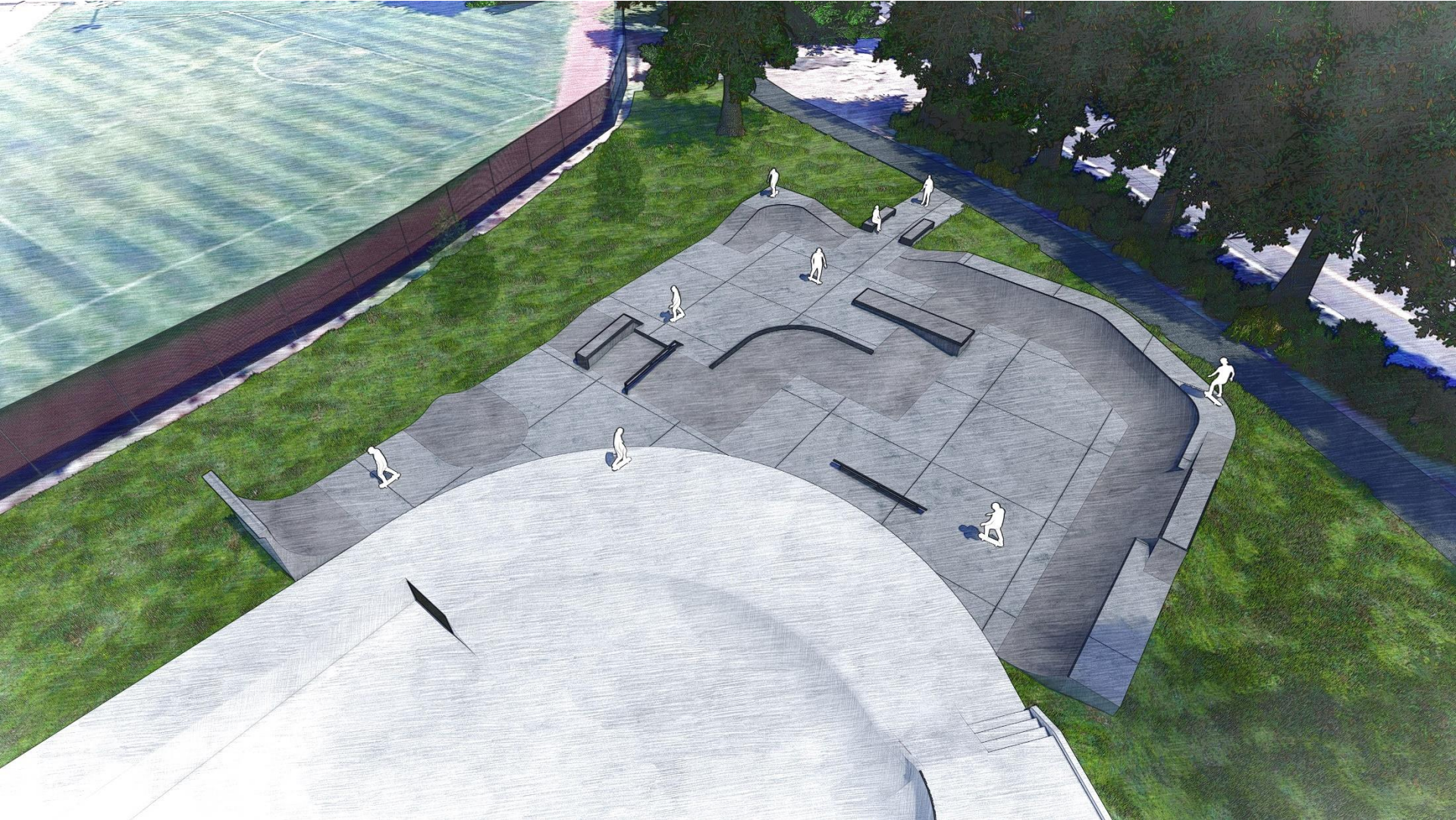








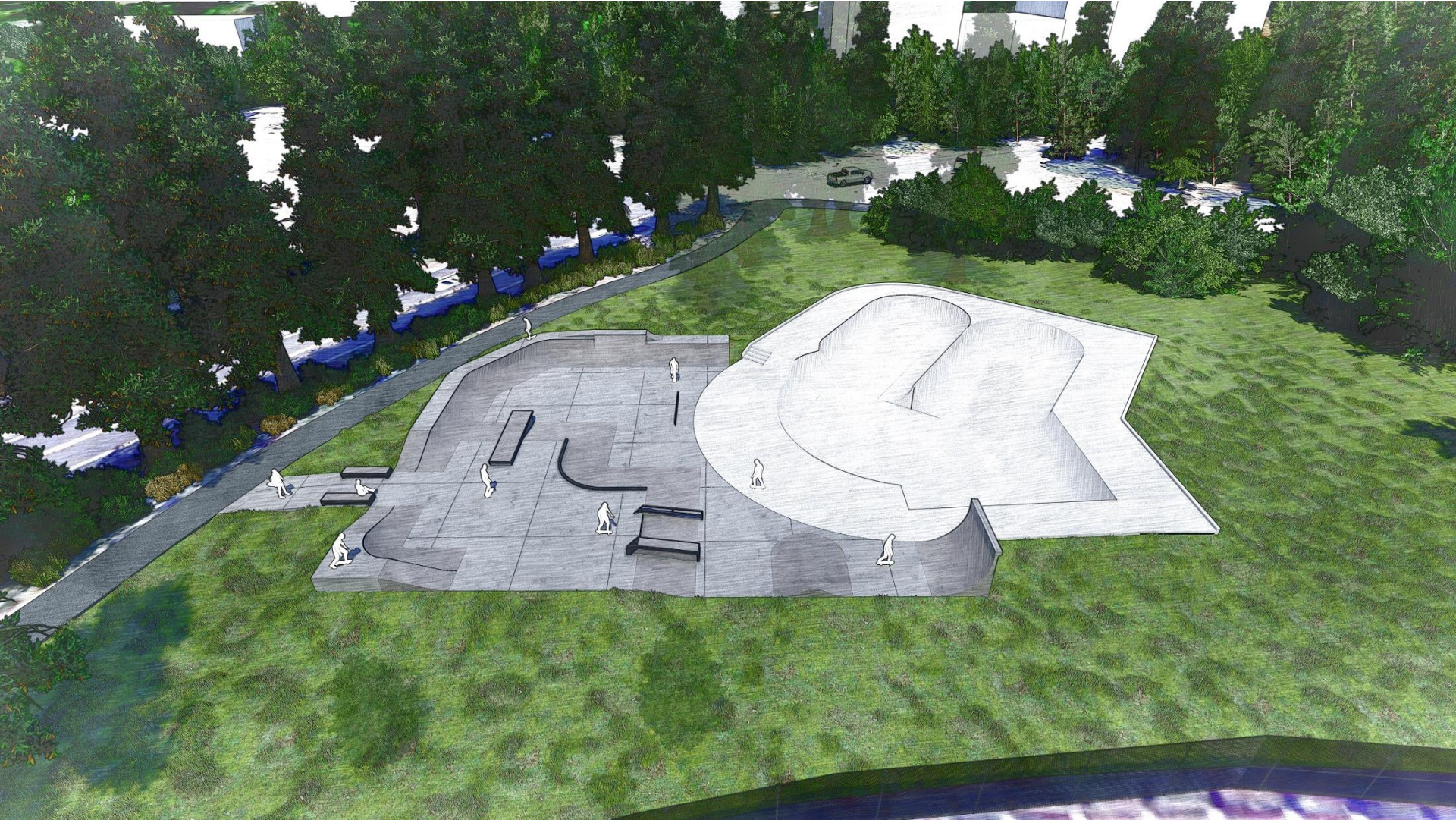




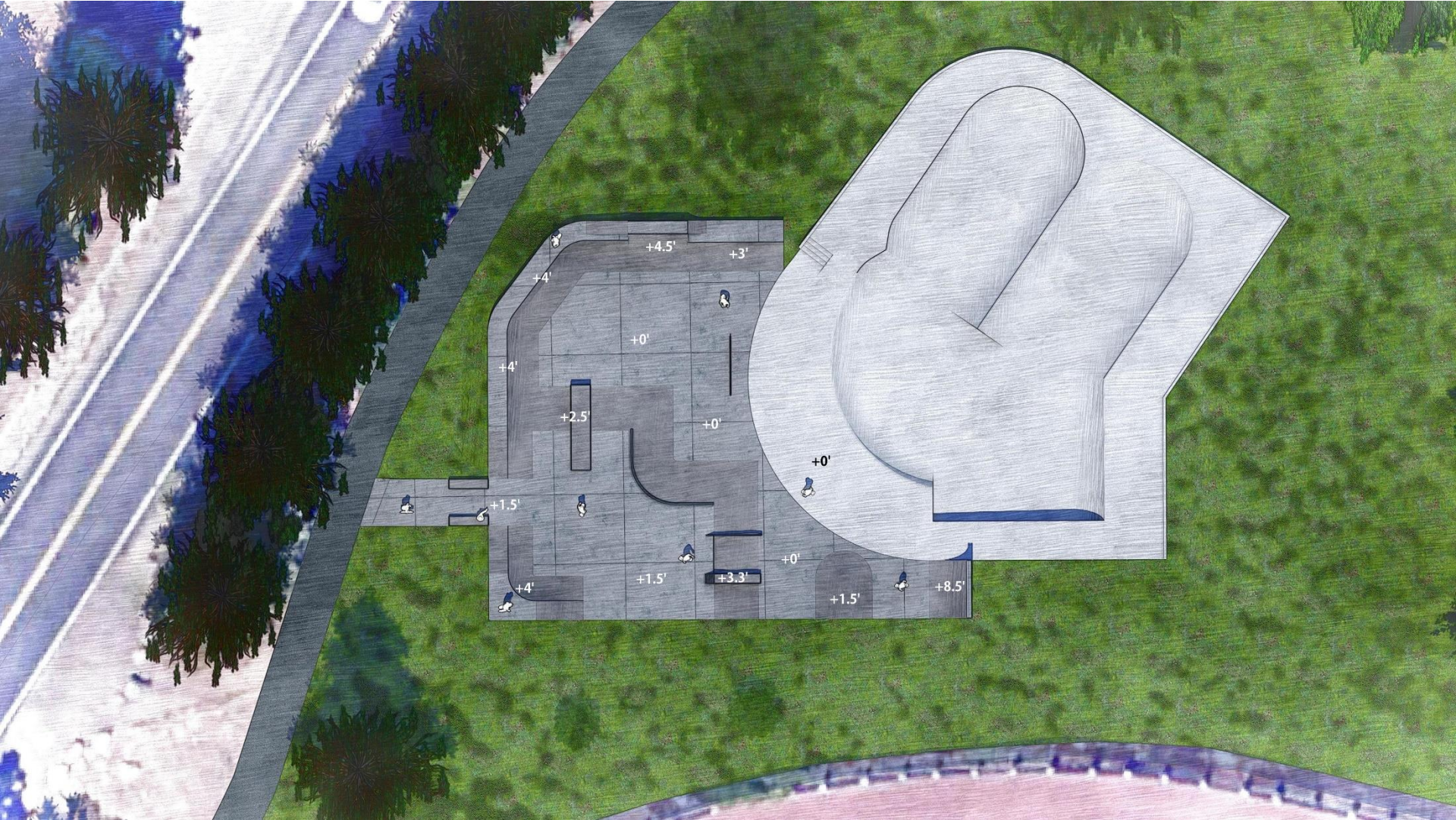








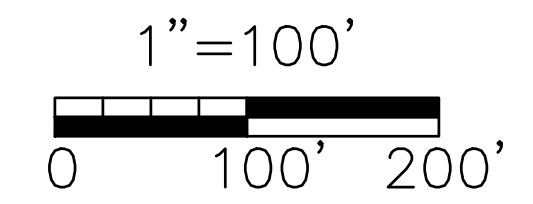




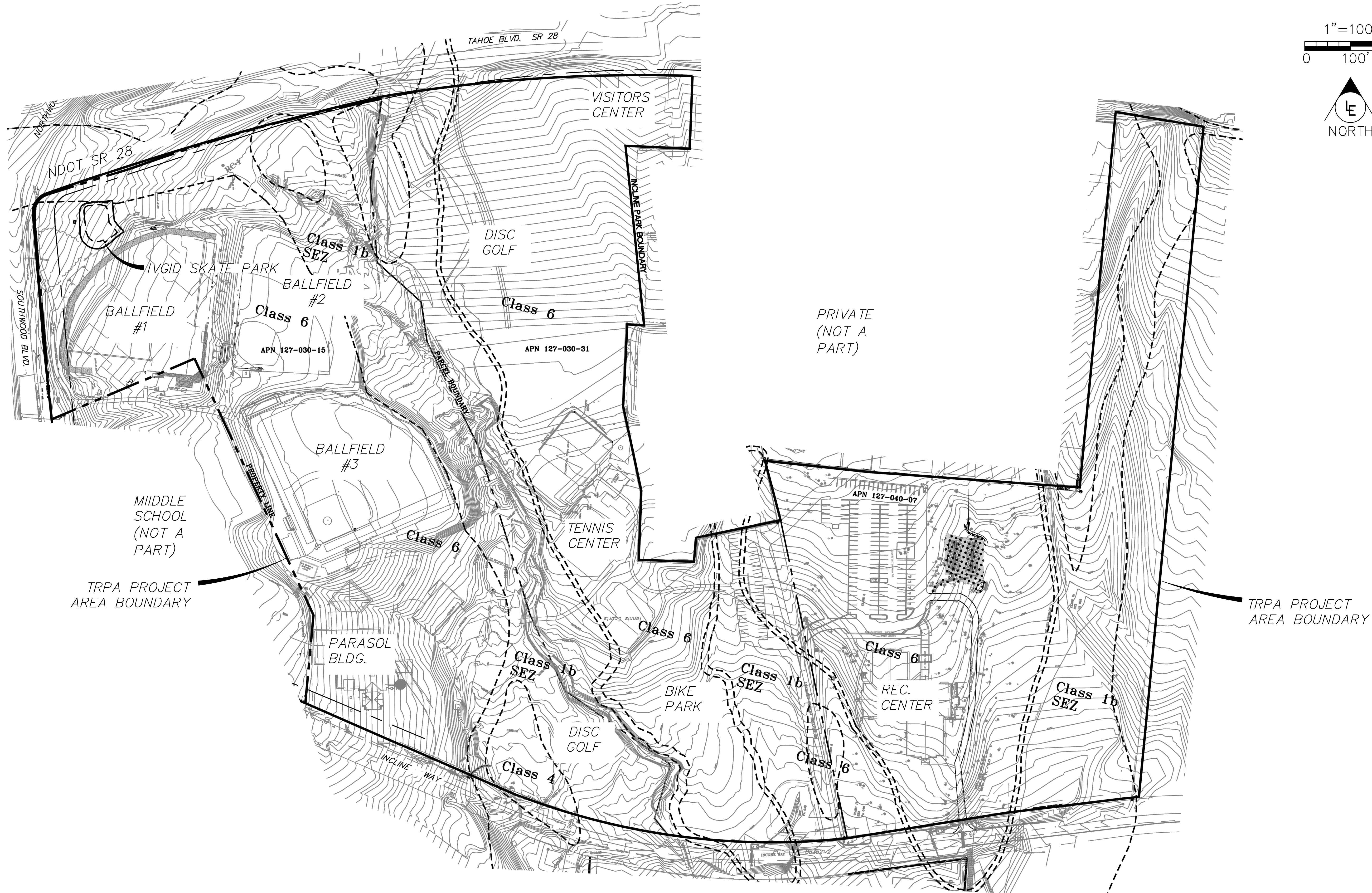




288 VILLAGE BLVD, STE 5  
 MAIL: PO BOX 5023  
 INCLINE VILLAGE, NV 89450  
 ADMIN@LENG.COM • 775-413-5033



INCLINE VILLAGE SKATE PARK

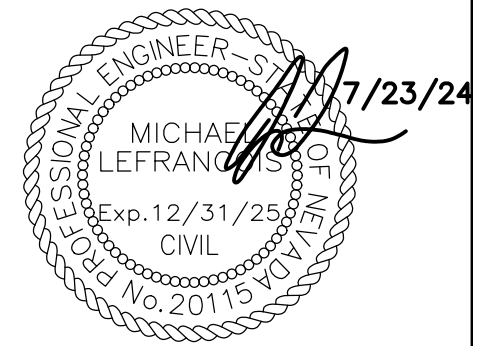


EXISTING PROJECT AREA COVERAGE PER EIP 2020-0001

Land Capability	Total Area	% Allowable Coverage	Allowable Coverage	Existing Coverage	Proposed New Coverage	Total Proposed Coverage	Remaining Allowable Coverage
Class 1b	746,740	1	7,467	7,859	0	7,859	-392
Class 4	14,570	20	2,914	1,470	0	1,470	1,444
Class 6	1,906,740	30	572,022	538,829	5,400	544,229	
Retired Coverage				43,672	0	43,672	-43,672
Banked Coverage				4,058	-4,058	0	
<b>Totals</b>	<b>2,668,050</b>		<b>582,403</b>	<b>595,888</b>	<b>1,342</b>	<b>597,230</b>	

OVERALL PROJECT AREA  
 1"=100'

**30% SCHEMATIC  
 NOT FOR CONSTRUCTION**



PROJECT AREA

NOTES:  
 DRAWN BY: MTL  
 7/23/2024

CO

C:\Users\MikeLefrancois\OneDrive - Lefrancois Engineering\Projects\Active Projects\104\_Spohn Ranch Skate Parks\CADD\CO COVER.dwg, 7/23/2024, 2:56:23 PM



**MEMORANDUM**

**TO:** Board of Trustees

**THROUGH:** Robert Harrison, District General Manager

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

**SUBJECT:** Review, Discuss, and Possibly Provide Budgetary Feedback on the Point-of-Sale Assessment Project. (Requesting Staff Member: Director of Information Technology Mike Gove)

**RELATED FY 2025 STRATEGIC PLAN BUDGET INITIATIVE(S):**

**LONG RANGE PRINCIPLE #1 - SERVICE**

The District will provide superior quality service through responsible stewardship of District resources and assets with an emphasis on the parcel owner and customer experience.

**LONG RANGE PRINCIPLE #3 - FINANCE**

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

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

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

**LONG RANGE PRINCIPLE #6 - COMMUNICATION**

The District will engage, interact and educate to promote understanding of the venues, facilities, services, and ongoing affairs.

**DATE:** March 12, 2025

---

**I. RECOMMENDATION**

That the Board of Trustees Review, Discuss, and Provide Budgetary Feedback on the Point-of-Sale Assessment Project

## **II. BACKGROUND**

Following extensive discussions with staff, including IT, Venue Managers, former General Managers, and venue-appointed Subject-Matter Experts (SMEs), it was determined that a refresh of several of the District's point-of-sale (POS) systems was essential. An internal review identified the systems responsible for the District's Parcel Master and Punch Card functionality—specifically "Capstone"—which are at the end of their development and support lifecycle, as the top priority for replacement. The next priority will be the POS systems for Golf, Food and Beverage, Recreation, and Beaches.

Given the District's unique operations, which include guest and resident pricing, punch card processing, the restrictions and intricacies of Ordinance 7, and a range of recreational industry functions, continuing the one-by-one replacement of POS systems was deemed inefficient. This approach has resulted in data segregation, multiple customer and resident data records, insufficient functionality, varying user experiences, and disconnected financial reporting.

### **Request for Proposal (RFP) Scope:**

Staff, with the approval of the Board of Trustees, decided to prepare an RFP for a software development plan addressing the following scope:

- Integration with Core Financial System (Tyler Munis): Real-time Business Intelligence (BI) tracking and cash/revenue management.
- Consolidation of Master Records Across POS Systems: One central profile and Access Media for all venues.
- PCI Compliance: Ensuring minimal payment processors, with support for stored payment, EMV, and NFC.
- Operational Functionality: Ensuring minimal disruption from the current POS systems.
- Consolidated E-Commerce Platform: Addressing retail venues (Golf, Tennis, Ski, Rec Center) needs for product sales, program management, and member profile management.
- Restricted Access E-Commerce Platform: Addressing non-retail venues (owners & residents only) needs, including parcel management, integration with Washoe County's Parcel Database, punch card management, and picture uploading for passes.
- Customer Relationship Management (CRM): Across all retail POS platforms.
- Documentation and Staff Training: For newly proposed systems.



## **Project Timeline:**

- RFP Posted: August 25, 2023
- Responses Due: October 4, 2023
- Vendor Selection: Active Network was selected to move forward with Phase 1 of the project (assessment) on October 27, 2023.
- Project Awarded: November 8, 2023
- Agreement Approved: March 13, 2024
- Project Commencement: April 3, 2024
- Milestone Documents: Staff have received the Project Charter and Functional Requirements. These are attached to this memorandum.

## **Delays Experienced:**

The project experienced a delay of 45 to 60 days due to a request from Trustee Schmitz for a review of potential modifications to Punch Card functionality. Any changes to Ordinance 7, particularly regarding punch card functionality, were identified as a potential risk in the Project Charter. Staff decided to proceed with the current Punch Card functionality as a requirement, with consideration that this could be modified in the future.

## **Future Delivery Expectations:**

The remaining assessment documents, Solution Design and Budgetary Timeline, are expected to be delivered to the Board of Trustees by April 30, 2024, Board meeting.

## **Budgetary Feedback:**

Staff are currently preparing their operating and capital budgets for Fiscal Year 2026 and have requested estimated overall budgetary considerations, with particular focus on Year One priorities, from the assessment team. As of the writing of this memorandum, staff have not received estimated budgetary considerations for other potential Year One deliverables or the remainder of the project.

Note: The figures provided are preliminary estimates, as they precede the project's final Budgetary and Timeline Deliverable.

## **Overall Budgetary Considerations:**

The assessment team has provided staff with an estimated project delivery cost ranging from \$2,500,000 to \$3,500,000, with a 3-to-5-year timeline. These estimates will be finalized upon the delivery of the assessment at the end of April 2024.

## **FY26 Year 1 Budget Priorities:**

### **1. Parcel and Resident Management – Capstone System**

*The outlined requirements for this are on pages 14-17 of the Functional Requirements.*

To date, an off-the-shelf system has not been identified that meets the District's functional requirements, including the needs of Ordinance 7 and venue staff. While the assessment team continues to prioritize the search for a commercial off-the-shelf solution, it is increasingly likely that the recommendation will involve a hybrid or custom-developed system.

Preliminary budgetary estimates for a custom or hybrid development of a replacement system have been developed. These estimates include the integration of the two current POS systems (Vermont for Recreation, Golf, Beaches, and Tennis, and RTP for Ski and Food and Beverage), integration with the current Financial ERP system (Tyler), and consideration for annual maintenance and support.

### **2. Business Intelligence (BI)**

*The outlined requirements for this are on pages 39-43 of the Functional Requirements.*

District Venue Managers have identified a need for enhanced reporting capabilities beyond what Tyler currently provides. Given that revenue and product-specific sales data are processed and tracked locally within the POS systems, while operating budgets and expenses are recorded within Tyler, the assessment team has preliminarily concluded that a separate Data Warehouse and Business Intelligence (BI) system is required. This system would retrieve, store, and compile data from the two existing POS systems and the ERP, enabling venue managers to analyze and generate reports on industry-specific Key Performance Indicators (KPIs).

A concern for the assessment team is the limited API functionality within Tyler, particularly the absence of an API for Payroll data. While this data could potentially be retrieved through alternative methods, the team is actively exploring these options.

**Conclusion:**

Staff is seeking feedback from the Board of Trustees in consideration to add the following items to the FY26 Capital and Operating Budgets:

<b>Objective</b>		<b>Budgetary Request</b>
Parcel and Resident Management –		
	Custom Development	\$250,000
	Program Management	\$75,000
	System Integration Support (3 <sup>rd</sup> Party)	\$75,000
FY26 - Capital		\$400,000
Operating		\$15,000/Annually

<b>Objective</b>		<b>Budgetary Request</b>
Business Intelligence (BI)		
	BI Development	\$175,000
	Program Management	\$25,000
	System License	\$75,000
FY26 - Capital		\$275,000
Operating		\$30,000/Annually

<b>Total Request: FY26</b>		
Capital		\$675,000
Recurring Operating		\$45,000/Annually
One-Off Operating	Operating Development Request	\$30,000/Annually for 3 years

**Total Request for FY26:**

- Capital: \$675,000
- Recurring Operating (Annual): \$45,000
- One-Time Operating Development Request: \$30,000 annually for 3 years

Note: As part of the budgetary presentation, the assessor will also address any potential net savings from the discontinuation of current software support and license fees. However, staff anticipate that the overall annual expense will result in a net increase.

**VIII. ATTACHMENTS**

1. IVGID - RFP - POS Assessment
2. IVGID - RFP Response - Response Active Network LLC
3. IVGID - Project Charter - POS Assessment
4. IVGID - Functional Requirements Document - POS Assessment

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

## REQUEST FOR PROPOSAL POINT OF SALE SYSTEM

August 25, 2023

**To:** All Prospective Proposers  
**Subject:** Request for Proposals: Point of Sale System  
**Date Issued:** August 25, 2023  
**Responses Due:** October 4, 2023. 5:00 p.m. (PST)

### **Owner**

Incline Village General Improvement District (IVGID or District)  
893 Southwood Boulevard  
Incline Village, Nevada 89451

IVGID RFP Contact: Heidi White, District Clerk  
[hhw@ivgid.org](mailto:hhw@ivgid.org) or 775-832-1268

### **About the District**

The District is a General Improvement District, established under Nevada Revised Statutes (NRS) Chapter 318 and chartered to provide water, sewer, trash and recreation services for over 9,000 residents in the communities of Incline Village and Crystal Bay, Washoe County, Nevada. Within the limits of the NRS, IVGID is empowered to determine what facilities and services it should offer that will preserve or enhance the general health, safety and welfare of the community. For more information about the District, please visit: <https://www.yourtahoeplace.com/ivgid>.

### **Project Identification**

Project Name: Point of Sale System

The purpose of this Request for Proposal is to select a qualified firm to provide the outlined Scope of Work (Exhibit A) services.

### **Delivery of Proposals**

Proposal packages from all interested parties will be submitted in PDF electronic format to the District Clerk at [hhw@ivgid.org](mailto:hhw@ivgid.org), and will be subject to the terms, conditions and scope of services herein stipulated and/or attached hereto.

Deadline for receipt of proposals is 5:00 p.m. (PST), October 4, 2023.

Confidentiality: All documents and other information submitted in response to this Request for Proposal are confidential and will not be disclosed until notice of intent to award the contract is issued.

**A. PROJECT DESCRIPTION**

The Incline Village General Improvement District is seeking a consulting firm to possibly embark on a two-phased project. Each bidder is required to submit a proposal for the first phase “Assessment” and have the proven capability to deliver on the second phase, “Implementation”.

The first phase of the project “Assessment” is to assess the current technical environment, including all point of sale and financial software, gather the requirements of each point-of-sale software and formulate a written recommended transition plan for moving from the current state to the desired state. The final deliverable of the “Assessment” is a written recommended “Implementation” plan. The “Implementation” plan must include costs for project management, oversight, and implementation of the recommendations. It should also include timeline of deliverables, staff training and product documentation, bi-weekly status reports to the District’s implementation team, access to any proprietarily written source programming code, and any required travel expenses along with any costs to procure, host and or implement the recommendations, including any on-going licensing and or hardware costs as well as estimated required staff time.

**B. PROJECT SCHEDULE**

All proposals are to include anticipated project start and target completion dates.

**C. PERSONNEL**

The firm’s personnel shall be qualified and trained to accomplish the work in a professional manner and in compliance with all applicable federal, state and local requirements. This includes, but is not limited to:

- Demonstrated experience reviewing and analyzing foundational public agency documents
- Understanding of applicable state and local laws, regulations, and policies
- Demonstrated experience reviewing and identifying potential concerns with financial and software systems

**D. EQUIPMENT**

The firm shall provide all materials and equipment necessary to accomplish the Work.

**E. INSURANCE REQUIREMENTS**

**Commercial Insurance:** Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her agents, representatives, employees, or subcontractors. Contractor shall purchase General Liability, Professional Liability, Workers’ Compensation, and Professional Liability Insurance.

**General Liability:** Contractor shall purchase General Liability coverage with a minimum of \$2,000,000 combined single limit per occurrence, \$4,000,000 aggregate for bodily injury, personal injury and property damage. Contractor shall have a Certificate of Insurance issued

to the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT naming it as additional insured, and indicating coverage types, amounts and duration of the policy.

**Professional Liability/Errors and Omissions:** Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, professional liability/errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$2,000,000 per claim, and shall be endorsed to include contractual liability. “Covered Professional Services” as designated in the Professional Liability/Errors and Omissions policy must specifically include work performed under this Agreement.

**Workman's Compensation:** It is understood and agreed that there shall be no Industrial Insurance coverage provided for the Contractor or any Subcontractor by the District; and in view of NRS 616.280 and 617.210 requiring that Contractor comply with the provisions of Chapters 616 and 617 of NRS, Contractor shall, before commencing work under the provisions of this Agreement, furnish to the District a Certificate of Insurance from an admitted insurance company in the State of Nevada.

**Notice of Change/Non-Renewal:** All certificates of insurance required under this section E. shall provide for a minimum written notice of thirty (30) days to be provided to District in the event of material change, termination or non-renewal by either Contractor or carrier.

#### **F. LICENSES**

Consultant shall have a Washoe County business license, if applicable, and all appropriate Contractor’s licenses and certifications for the services to be performed.

#### **G. STAFFING PLAN AND STAFF QUALIFICATIONS**

The firm shall provide a staffing plan identifying total number of consultants and the number of each category of consultants who will be assigned to complete the Work; names of key individuals, number of years’ experience and specific responsibilities; and job descriptions for each category of each person who will be performing the work.

#### **H. SIMILAR ENGAGEMENTS**

Submitted proposals must include examples of similar engagements and the results delivered.

### **ARTICLE 2 PROPOSAL SUBMITTAL REQUIREMENTS**

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Please submit an electronic (PDF) written proposal to [hhw@ivgid.org](mailto:hhw@ivgid.org), with the subject line “RFP – Point of Sale System,” by the Proposal Submission Deadline, that addresses the following matters. Proposers must provide the following information in the order listed below. Please respond to each section on a separate page, in the order listed. Use this Article 2 as a checklist to be sure all information is included. **PROPOSALS NOT RECEIVED IN THIS FORMAT MAY BE CONSIDERED NON-RESPONSIVE.**

Submission of a Proposal shall be deemed a representation that the proposer:

1. Has carefully read and fully understands the information provided by IVGID as part of this RFP, including Exhibits A, B and C;
2. Represents that all information submitted is true and correct;
3. Did not, in any way, collude, conspire to agree, directly or indirectly, with any person, firm, corporation or other firm regarding the amount, terms or conditions of its Proposal; and

4. Acknowledges that IVGID has the right to make any inquiry it deems appropriate to substantiate or supplement information as necessary.

**A – COVER LETTER**

Include a cover letter with a summary of the firm's experience and capability in management and software consulting and service delivery related to the Scope of Work identified. Include the founding date of your organization, parent/subsidiary/affiliation relationship with other firms, types of services provided and the number of years your firm has been in business. Detail any exclusions to the Scope of Work.

**B – COMPANY BACKGROUND AND ORGANIZATION**

Include your firm's complete:

1. Name
2. Address
3. Contact person
4. Phone number
5. Email
6. Website address
7. Provide company's mission statement, values, and ethical standards
8. Describe your company's major lines of business
9. What differentiates your services/company from other companies offering similar services?
10. Identify any litigation pending or threatened against your company as of the submission date

**C – EXPERIENCE**

1. Number of years in management and software consulting and implementation
2. Referrals – List of similar Project-related clients, including:
  - a. Service provided
  - b. Client organization
  - c. Scale of project (e.g. project \$ amount, location, size, duration)
  - d. Contact name and number
3. Special Considerations
4. Describe any attribute of your firm that would enhance this proposal

**D – STAFFING PLAN**

1. Number of staff assigned to the work, by category
2. Job descriptions of staff, by category
3. Staff qualifications
  - a. Education/relevant experience (type and number of years) of key employees
  - b. Training of each employee or category of employee
    - i. Scope, frequency, employees covered, training, organization
4. Proposed staffing and project schedule

**E – FINANCIAL DATA**

Provide a copy of your most recent audited Financial Statement.



## □ F – PROJECT COST AND SCHEDULE

The proposal must contain the cost estimate the Scope of Work and the estimated timeline for completion of the required analysis, recommendations and formulation of the cost and timeline estimate for the potential implementation of the recommendations.

### **ARTICLE 3 EVALUATION AND AWARD**

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- A. **Proposal Evaluation:** Per NRS 332 and IVGID’s Purchasing Policy for Goods and Services, IVGID is not required to select the lowest priced offer, but may look at all factors concerning an offer, including, but not limited to, whether the proposal has:
1. the appropriate financial, materials, equipment, facility, personnel resources and expertise available, or the ability to obtain these as necessary to indicate the capability to meet all contractual requirements;
  2. demonstrated a thorough and accurate response to each requested item;
  3. a satisfactory record of performance, including a demonstrated history of successfully completing projects of a similar type, meeting delivery deadlines, and experience with similar work;
  4. any requested exceptions to IVGID’s standard professional services agreement (Exhibit C);
  5. a satisfactory record of customer service;
  6. a satisfactory record of integrity;
  7. the legal authority to contract with IVGID; and
  8. any other factors IVGID deems relevant.
- B. IVGID reserves the right not to contract with any person submitting a bid in response to this RFP. If IVGID decides to contract, it will do so with the proposer whose responses best meet its needs, consistent with the selection process set forth herein. This RFP shall not be binding on IVGID until such time as a formal written contract and related documents have been approved by IVGID and fully executed by the parties.
- C. IVGID shall evaluate, interview via Zoom, and select the firm(s) it determines to be best suited for this engagement. Evaluation of a response does not constitute a commitment by IVGID to acquire such services from any source. IVGID is not obligated in any way to proceed with this RFP or consider or enter into any agreement or undertake any liability to any firm in connection with this RFP, and any and all responses, whether qualified or not, may be rejected without any liability whatsoever to any firm on the part of IVGID. IVGID shall not be responsible for any costs incurred by a firm to prepare, submit, negotiate, contract or otherwise participate in this RFP process.
- D. IVGID further reserves the right to:
1. Make a selection based on its sole discretion;
  2. Reject any and all proposals;
  3. Issue subsequent solicitations;
  4. Postpone any of the time periods set forth in this RFP, for its own convenience;
  5. Remedy technical errors in the RFP;
  6. Approve or disapprove the use of particular subconsultants;
  7. Negotiate with any, all, multiple or none of the Proposers that respond;
  8. Negotiate a final project scope that includes all, just a portion, or related additional items relative to the proposed Scope of Work set forth in this RFP;

9. Waive informalities and irregularities in this RFP;
10. Utilize others to perform or supply work of the type contemplated by this RFP;
11. Request proposals from others with or without requesting proposals from contractors for the work of the type contemplated by this RFP; and/or
12. Enter into an agreement with another firm or re-solicit this project in the event the originally selected firm defaults or fails to execute an agreement with IVGID.

**ARTICLE 4                    FIRM SELECTION SCHEDULE; QUESTIONS REGARDING RFP; ADDENDA**

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

RFP for Services Advertised on District’s Website and Planetbids.com.....	August 25, 2023
RFP - Last Day for Questions .....	September 22, 2023, 5:00 p.m. (PST)
All Questions Answered.....	September 27, 2023, 5:00 p.m. (PST)
Proposals Due .....	October 4, 2023, 5:00 (PST)
Interviews via Zoom .....	October 9-13, 2023
Award of Project – IVGID Board of Trustees Meeting .....	October 25, 2023 6:00 p.m. (PST)

All questions regarding this RFP, please contact: Heidi White at hhw@ivgid.org, with the subject line clearly marked “RFP – Point of Sale System” Questions will not be accepted through any other channels. Questions must be received no later than the deadline set forth above. IVGID does not guarantee that it will provide answers to questions submitted after that deadline, but will make reasonable efforts to do so. A listing of all questions submitted and all responses will be made available to responders.

In the event it becomes necessary to revise any part of this RFP, IVGID will issue written addenda. Any amendment to this RFP is only valid if it is in writing and issued by IVGID. No oral interpretations or answers will bind IVGID. All addenda issued by IVGID will become part of this RFP.

No proposals will be accepted after the proposal due date listed above.

**ARTICLE 5                    SELECTION PROCESS, EVALUATION AND SELECTION CRITERIA**

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The firm(s) selection process will be conducted in accordance with all requirements stipulated in NRS Chapter 332 and IVGID Board Policy 20.1.0, Purchasing Policy for Goods and Services. All responsive Proposals received will be reviewed and evaluated by IVGID.

A short-list of firms will be determined based on qualifications and the completeness of the Proposal. IVGID may elect to conduct interviews via Zoom prior to the final selection of a firm or firms. By submitting a Proposal, the proposer acknowledges that the IVGID has sole and absolute discretion in the evaluation and the selection of one or more firms for this project.

**ARTICLE 6                    WITHDRAWAL OF PROPOSAL**

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The firm’s authorized representative may, prior to the date and time set as the deadline for receipt of the Proposals, modify or withdraw a response by contacting the District’s contact shown above via email and phone. A modification or withdrawal received prior to the deadline for proposal receipt shall be considered timely.

## **ARTICLE 7                      DISQUALIFICATION OF PROPOSALS**

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

1. Lack of signature by an authorized representative on the Proposal
2. Failure to properly and/or accurately complete the Proposal
3. Evidence of collusion
4. Any questions addressed to; approaches to; or discussions with IVGID employees, associated agents or Trustee other than through the process identified in Article 4 will be subject to Automatic Disqualification.

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

## **ARTICLE 8                      CONFLICT OF INTEREST**

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

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

IVGID's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from prospective firms. Prior to entering into the Consulting Services Agreement, the firm is required to inform IVGID of any real or apparent organizational conflict of interest.

## **RFP EXHIBITS**

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Exhibit A – Scope of Work

Exhibit B – IVGID Point of Sale Software Structure dated March 14, 2023

Exhibit C – Standard IVGID Services Agreement Example

## EXHIBIT A – Scope of Work

The Incline Village General Improvement District is seeking a consulting firm to possibly embark on a two-phased project. Each bidder is required to submit a proposal on for the first phase “Assessment” and have the proven capability to deliver on the second phase “Implementation”

The first phase of the project “Assessment” is to assess the current technical environment, including all point of sale and financial software, gather the requirements of each point-of-sale software and formulate a written recommended transition plan for moving from the current state to the desired state. The final deliverable of the “Assessment” is a written recommended “Implementation” plan. The “Implementation” plan must include costs for project management, oversight, and implementation of the recommendations. It should also include timeline of deliverables, staff training and product documentation, bi-weekly status reports to the District’s implementation team, access to any proprietarily written source programming code, and any required travel expenses along with any costs to host and or implement the recommendations, including any on-going licensing and or hardware costs as well as estimated required staff time.

**Point of Sale System(s)** - Each recreation venue currently utilizes its own stand-alone Point of Sale (POS) Software with proprietary in-house written software that maintains and controls the database of parcel owner data as well as recreation cards. All of these POS software upload their financial information to a single ERP financial system used District-wide.

Each parcel owner is eligible for cards that identify them and provide them access and discounts to these venues. Not all owners have access to the deed restricted beaches or all of the venue access discounts, there are many layers to the rules that make up how access is controlled and how products are discounted.

The desired state for IVGID is to have access media tied to the user’s various venue passes (ski pass, recreation center membership pass, golf pass, etc.), their personal credit card for purchases at the venues and for RFID access control at the venues. Diamond Peak uses Axess RFID passes and gates for its uphill access - this concept is currently being considered for beach gate access. The Golf venues need a function-built industry standard Golf POS.

Some of the high-level requirements that would deem a successful desired state are:

- Integration with the core financial system (Tyler Munis) for real-time BI tracking purposes as well as cash/revenue management.
- Consolidation and integration of the master records across all POS – One central profile and Access Media for all venues.
- PCI compliance, stored payment, EMV, NFC, as few payment processors as possible.
- Little, if any, loss in operational functionality from the current POS.
- A consolidated e-commerce platform that addresses all or as many of the retail venues (Golf, Tennis, Ski, Rec Center) needs for product sales, program management, and member profile management.
- A restricted access e-commerce platform that addresses all or as many of the non-retail (owners & residents only) venues needs including parcel management, the potential for integration with Washoe County’s Parcel Database, punch card management and picture uploading for passes.
- Customer relationship management across all retail POS platforms.
- Documentation and Staff training on newly proposed systems.

## EXHIBIT B – “Current State” Point of Sale Software Structure

Capstone – District proprietary written software – Built on Current Ordinance 7 functionality - SQL Database – Owned and hosted by IVGID

- Resident/Parcel Master
  - Maintains Owner Information
    - Name, address, contact info
  - Maintains Parcel Information
    - Units on Parcel, Chargeable Units, Rec Fee amount, Beach Fee amount, fees paid (y/n)
  - Cards Issued to Parcel
    - Picture Passes, Punch Cards, Additional Punch Cards
- Punch Card Master Record
  - Maintains Punch Card issuance history, usage history, current balance

Vermont Systems – RecTrac, GolfTrac, Webtrac – Progress Database – Hosted by IVGID

- RecTrac
  - Point of Sale used by Recreation Center, Tennis Center, Beaches
    - Manages programming for venue specific items including access, activities and rentals
    - Manages merchandise inventory
    - Manages venue specific memberships
    - Issues IVGID ID cards based on Capstone status
      - Staff conducts a manual check of Capstone status prior to issuing Resident Picture Passes from Vermont
    - Custom connection to Capstone allows Punch Card usage and inquiry
    - Maintains Customer information including Contact information, purchase history, membership information and access usage
    - Reporting
- GolfTrac
  - Point of Sale used by Golf
    - Manages programming for venue specific items including access, activities and rentals.
    - Manages merchandise inventory
    - Manages venue specific memberships
    - Custom connection to Capstone allows Punch Card usage and inquiry
    - Maintains Customer information including Contact information, purchase history, membership information and access usage
    - Reporting
- WebTrac
  - On-line store for RecTrac access, programming and activities
  - Hosted locally at IVGID

Golf Now – 3<sup>rd</sup> Party Golf Tee Sheet

- Public Golf Tee Time Reservation Website
  - Sells available golf tee times by proxy

## EXHIBIT B – “Current State” Point of Sale Software Structure

Active Networks – RTP|One - SQL Database – Hosted by IVGID

- RTP|One
  - Ski / Food & Beverage (F&B) POS used by Ski and F&B outlets
    - Manages programming for venue specific items including access, activities and rentals.
    - Manages merchandise and rental equipment inventory
    - Maintains Customer information including Contact information, purchase history, membership information and access usage
    - Tracks/Supports/Sells access products, rentals, lessons
    - Food and Beverage module used by all F&B Outlets year round
    - Custom Connection to Capstone for Punch Card Usage and Resident Active/Non Active Status
    - Reporting
- RTP|OneStore
  - On-line store for access, rentals and lesson products
  - Hosted at Active Networks
  - Communicates via RTP API Layer

Square – Square POS - SaaS

- Mobile Point of Sale used for off-network transactions
  - Examples include golf course F&B sales, off-site program registrations and Veteran’s club events

TPP – Total Party Planner POS - SaaS

- Used by facilities for Events/Weddings Management, Sales and Bookings
- Generates BEO’s (Banquet Event Orders)

Tyler Munis – SQL Database - SaaS

- Financial System / General Ledger - Master Record
- Reporting

OpenGov - SaaS

- Public facing portal for Financial Transparency

All POS software have the ability to have their GL accounting uploaded/input in to Tyler for financial accounting/reporting purposes.

**EXHIBIT C**  
**STANDARD SERVICES AGREEMENT EXAMPLE**



# INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT PROFESSIONAL SERVICES AGREEMENT

## 1. PARTIES AND DATE.

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between the Incline Village General Improvement District, a Nevada general improvement district (“District”) and **Consultant’s name**, a **INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY** with its principal place of business at **address** (“Consultant”). The District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

## 2. RECITALS.

- 2.1 District. District is a general improvement district organized under the laws of the State of Nevada, with power to contract for services necessary to achieve its purpose.
- 2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **type of services** to public clients, is licensed in the State of Nevada, and is familiar with the plans of District.
- 2.3 Project. District desires to engage Consultant to render professional services for the **name of project** (“Project”).

## 3. TERMS.

### 3.1 Scope of Services and Term.

- 3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply **insert a brief description of services to be performed** necessary for the Project (“Services”). The types of services to be provided are more particularly described in Exhibit A attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations. As described in Section 3.3, the District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit B.
- 3.1.2 Term. The term of this Agreement shall be from **[INSERT START DATE]** to **[INSERT ENDING DATE]**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project.

## 3.2 Responsibilities of Consultant.

- 3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement and such directions and amendments from District as herein provided. The District retains Consultant on an independent contractor basis and not as an employee. No employee or agent of Consultant shall become an employee of District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.
- 3.2.2 Schedule of Services. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the District to proceed ("Notice to Proceed"). **[If the District has specific milestones or timelines for performance, please input those requirements in the "Activity Schedule" attached as Exhibit C, otherwise delete Exhibit C.]** The Notice to Proceed shall set forth the date of commencement of work.

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

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

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

("District's Representative"). The District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee.

- 3.2.6 Consultant's Representative. Consultant hereby designates [INSERT NAME], or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.
- 3.2.7 Coordination of Services. Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District's staff, consultants and other staff at all reasonable times.
- 3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of Nevada. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a Washoe County Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.
- 3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. If required, Consultant shall assist District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies. Consultant shall be liable for all violations of local, state and federal laws, rules and regulations in connection with the Project and the Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold the District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

### 3.2.10 Insurance.

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

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

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

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

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

- (A) Commercial General Liability. The commercial general liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess

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

- (B) Automobile Liability. The automobile liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.
- (C) Industrial (Workers' Compensation and Employers Liability) Insurance. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.
- (D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

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

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



- 3.2.10.6 Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an “A.M. Best” rating of not less than A-VII. The District in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.
- 3.2.10.7 Verification of Coverage. Consultant shall furnish the District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 3.2.10.8 Subconsultants. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.
- 3.2.10.9 Compliance with Coverage Requirements. If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may terminate this Agreement for cause.
- 3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

### **3.3 Fees and Payments.**

- 3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement in accordance with the Schedule of Charges set forth in Exhibit B, attached hereto and incorporated herein by reference. The total compensation to be provided under this Agreement shall not exceed dollar amount in writing (\$X.00) without written approval of District’s [\_\_\_INSERT TITLE\_\_\_]. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.
- 3.3.2 Payment of Compensation. Consultant shall submit to District a monthly itemized invoice which indicates original contract amount, amount previously invoiced and current remaining balance on contract, work completed and hours of Services rendered by Consultant. The invoice shall also describe the amount of Services and supplies provided since the initial commencement date of Services under this Agreement, and since the start of the subsequent billing periods, through the date of the invoice. Invoices shall be sent

to [invoices@ivgid.org](mailto:invoices@ivgid.org), with a copy to [rlr@ivgid.org](mailto:rlr@ivgid.org). District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all approved charges thereon.

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

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

### **3.4 Accounting Records.**

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

### **3.5 General Provisions.**

3.5.1 Termination of Agreement.

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

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



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

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

**District**

Incline Village General Improvement District  
893 Southwood Blvd.  
Incline Village, NV 89451  
Attn: **Name**

**Consultant**

Attn: **Name**

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

3.5.3 Ownership of Materials and Confidentiality.

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

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

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

3.5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the

prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the District, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or relating to any negligence or willful misconduct of Consultant, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Services, the Project, or this Agreement, including without limitation the payment of all consequential damages, expert witness fees, and attorney's fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents, or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided, including correction of errors and omissions. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents or volunteers. **Notwithstanding the foregoing, neither party will be liable to the other for indirect, consequential or special damages, including, without limitation, loss of profit, loss of product or loss of use, whether the liability is based on agreement, negligence, tort or otherwise.**

3.5.6.1 Design Professional. To the extent required by NRS 338.155, Consultant's obligation to defend, indemnify, and hold District, its officials, officers, employees, volunteers, and agents free and harmless shall not include any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of the District. Moreover, Consultant's obligation to defend, indemnify, and hold District, its officials, officers, employees, volunteers, and agents free and harmless from any liability, damage, loss, claim, action or proceeding caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant or the employees or agents of the Consultant which are based upon or arising out of the professional services of the Consultant. If the Consultant is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to the District, as reimbursement for the attorney's fees and costs incurred by the District in defending the action, by the Consultant in an amount which is proportionate to the liability of the Consultant. This Section shall only apply to the extent required by NRS 338.155 and shall not otherwise limit Consultant's obligation to defend, indemnify and hold the District harmless as required under Section 3.5.6.

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

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

- 3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.
- 3.5.10 District's Right to Employ Other Consultants. The District reserves right to employ other consultants in connection with this Project.
- 3.5.11 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party.
- 3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- 3.5.13 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.
- 3.5.14 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to the District include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 3.5.15 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.5.16 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 3.5.17 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 3.5.18 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 3.5.22 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 3.5.23 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

- 3.5.24 Limitation of Liability. The District does not and will not waive and expressly reserves all available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages.
- 3.5.25 Non-Appropriations. The District may terminate this Agreement, effective immediately upon receipt of written notice on any date specified if for any reason the District's funding source is not appropriated or is withdrawn, limited, or impaired.
- 3.5.26 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services. Consultant shall not discriminate against any person on the grounds of race, color, creed, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin or any other status protected under any applicable law. Consultant is not currently engaged in, and during the duration of the Agreement shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in NRS 332.065. Consultant shall be responsible for all fines, penalties, and repayment of any State of Nevada or federal funds (including those that the District pays, becomes liable to pay, or becomes liable to repay) that may arise as a direct result of the Consultant's non-compliance with this subsection.
- 3.5.27 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**SIGNATURE BLOCK ON FOLLOWING PAGE**



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

\_\_\_\_\_  
Matthew Dent, Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
David Noble, Secretary

\_\_\_\_\_  
Date

**Reviewed as to Form:**

\_\_\_\_\_  
Joshua Nelson  
District Legal Counsel

\_\_\_\_\_  
Date

**CONTRACTOR:**

**Agreed to:**

By:

\_\_\_\_\_  
*Signature of Authorized Agent*

\_\_\_\_\_  
*Print or Type Name and Title*

\_\_\_\_\_  
Date

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



# Incline Village General Improvement District

Response for Proposal for

Point of Sale System

ACTIVE Network, LLC

5850 Granite Parkway Suite 1200

Plano, TX 75024



5850 Granite Parkway – 12<sup>th</sup> Floor  
Plano, TX 75024

T (469) 294-7300

[www.ACTIVEnetwork.com](http://www.ACTIVEnetwork.com)

## COVER LETTER

October 02, 2023

Incline Village General Improvement District  
Heidi White, District Clerk  
893 Southwood Boulevard  
Incline Village, Nevada 89451

**Re: RFP: Point of Sale System**

Dear Selection Committee:

At Active Network, our mission is to connect people with the things they love, want, and need to do. We've been creating cutting edge registration technologies for 20 years and entrenched in the ski industry since 2011.

ACTIVE understands that Incline Village requires a solution that empowers its users and connects them with the recreation offerings. We believe given our background in program registration, along with our consulting resources and IT knowledge, that we are well positioned to meet and exceed the requirements of this proposal.

Our experience as the market leader in registration, endurance, and ski activity platforms has enabled ACTIVE's line of solutions, such as ACTIVE Net, ACTIVEWorks, and RTPIONE to set the bar as the most widely used systems in their respective sectors. It is this expertise that will serve as the foundation for understanding the needs of your participants.

With proven technological capabilities, quality strategic approach, and continued commitment to innovation, ACTIVE is well positioned to assist Incline Village in improving their customer engagement. Should the evaluation committee have any questions please reach out to your ACTIVE representative, Andy Vanica at 720.757.7825 or via email at [Andy.Vanica@ACTIVENetwork.com](mailto:Andy.Vanica@ACTIVENetwork.com).

DocuSigned by:

Kevin Farmer

Kevin Farmer

Vice-President of Sales

WHAT'S YOUR ACTIVE?



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# COMPANY BACKGROUND AND ORGANIZATION

Founded in 1999, ACTIVE Network® (ACTIVE), a Global Payments subsidiary, is a limited liability corporation (LLC), incorporated in the State of Delaware (US), headquartered in Plano, Texas, with offices throughout North America, Europe, Asia, and Australia. Our representatives are based throughout North America.

Include your firm's complete:

1. **Name:** Active Network LLC
2. **Address:** 5850 Granite Parkway Suite 1200 Plano, TX 75024
3. **Contact person:** Andy Vanica
4. **Phone number:** (720) 757-7825
5. **Email:** [andy.vanica@activenetwork.com](mailto:andy.vanica@activenetwork.com)
6. **Website address:** [www.activenetwork.com](http://www.activenetwork.com)
7. **Provide company's mission statement, values, and ethical standards.**

## ***Our Mission***

ACTIVE Network is on a mission to make the world a more active place.

We are the premier global marketplace for activities and events, connecting organizers with participants, and we have become a leading provider of data insights and business intelligence for our markets.

## ***Operating Principles***

We are:

- **Committed to our Customers' Success.** We believe in the value our customers provide in making the world a more active place.
- **Fueled by Challenge.** We are solutions-oriented and thrive on solving challenges.
- **Collaborative and Focused on Team Success.** We believe in fostering a collaborative, team-based environment in which our employees can succeed.
- **Focused on Results.** We set goals, hold ourselves accountable, measure results, and continuously improve.

## **Core Values**

- Excellence
- Commitment
- Drive
- Team

8. **Describe your company's major lines of business.** Active Network, LLC provides software solutions. The Company designs and develops software as a service technology platform which offers intelligent and intuitive registration, secure payment processing, insightful data and services to help organizers drive increased participation and revenue while streamlining administration. Active Network serves customers worldwide.
9. **What differentiates your services/company from other companies offering similar services?** With a broad and diverse team with decades of experience, Active will be able to provide specific skill sets with both the technical and business knowledge to be able to provide a complete assessment and provide IVGID scalable and potentially phased solution recommendations. Coupled with this, our experience in solution delivery will then be able to work with the IVGID team to execute the implementation and ensure a smooth transition to operations.
10. **Identify any litigation pending or threatened against your company as of the submission date.** Active is unable to comment on past and pending disputes as this information is confidential. However, the parties completing this response on behalf of Active not presently aware of any matters we believe would negatively affect our performance under the proposed agreement and/or RFP.



## EXPERIENCE

1. Number of years in management and software consulting and implementation.
2. Referrals – List of similar Project-related clients, including:
  - a. Service provided
  - b. Client organization
  - c. Scale of project (e.g. project \$ amount, location, size, duration)
  - d. Contact name and number
3. Special Considerations
4. Describe any attribute of your firm that would enhance this

### ACTIVE

1. ACTIVE Network is the leading provider of activity and participant management solutions. With 15+ years of experience as a market leader, ACTIVE is not only a business software solution, but a key component in helping you achieve your mission and serve your community. We pride ourselves on long term success and understand that this is a key step in maintaining a long successful partnership.

Our Professional Services methodology is built on the following principles:

- Understanding your business
- Developing and fostering positive relationships with all your project stakeholders
- Configuring your system to drive operational efficiency
- Empowering your system users to grow business
- Increasing your consumer participation through ease of access
- Alleviating your implementation workload by leveraging ACTIVE resources to reduce meeting lengths and minimize efforts in data conversion and data entry
- Ensuring timely execution of your project tasks

## STAFFING PLAN

1. Number of staff assigned to the work, by category
2. Job descriptions of staff, by category
3. Staff qualifications
  - a. Education/relevant experience (type and number of years) of key employees
  - b. Training of each employee or category of employee
    - i. Scope, frequency, employees covered, training, organization
4. Proposed staffing and project schedule

### ACTIVE

1. **Quantity of staff:** Two staff assigned
  - one consultant, and
  - one project manager.

2. **Job Description:** Project Manager

Project management services provide organizations with a dedicated representative responsible for overseeing the successful delivery of all implementation services. Utilizing project management services presents many benefits, including a single point of contact to:

- Track progress of all key implementation tasks through to a successful go-live
- Formal oversight over all key implementation phases performed with your implementation consultant
- Formal oversight over all data migration activities performed with your technical consultant
- Assessment and tracking of project risks, including development of mitigation strategies

In addition to the above benefits, a dedicated project manager will allow the organization to engage in routine status update meetings to ensure that ACTIVE and the customer are working in tandem for a successful rollout.

3. **Sample resume (qualifications)** for Project Manager:

**DAVID REY**

Phone: (214) 996-7233

Email: [David.Rey@activenetwork.com](mailto:David.Rey@activenetwork.com)

Organization Role: Project Manager

Education: Bachelor of Business Administration, Management from The University of Texas at El Paso

Experience: David is a seasoned Project Manager, holding a key position within the Professional Services team at ACTIVE. With a diverse portfolio encompassing various

markets, including Parks and Recreation, YMCA's, Resorts & Attractions, and specialty organizations, David has honed his expertise in delivering exceptional results through strategic project planning, cross-functional collaboration, and effective risk management. His track record includes the successful management of multiple premium and enterprise projects with leading organizations across North America including:

- City of Toronto
- Atlantis Paradise Island Bahamas
- Sea to Sky Gondola
- YMCA Oakville

### **GEORDAN REID**

Phone: (604)317-3511

Email: geordan.reid@flaik.com

Organization Role: Enterprise Architect/Delivery Manager

Experience: Geordan brings 25+ years of experience working with Enterprise class clients in various leadership and delivery roles for software vendors, enterprise operators as well as consulting services providers. Focused on business outcome, Geordan leverages his ability to create and lead diverse teams from discovery to delivery leveraging specified experts to design complete solutions. Although primarily focused within the Hospitality sector, he has been involved with Point Of Sale, E-commerce/omni-channel, HRIS, ERP, CRM and Data initiatives across Application, Infrastructure and Security architectures.

- Alterra Mtn Corporation/Ikon Pass
- Powdr Resorts
- Nature's Path Foods

### **NICK MARVIN**

Organization Role: Solution Architect

Experience: Nick is a seasoned Enterprise IT leader within the Resort industry. Nick has led many successful projects from business opportunity identification, through solution design, vendor selection, implementation and operational support. Within these experiences, Nick has been heavily involved with Access Control, Lodging, Golf, Retail, F&B, HRIS/Payroll, Credit Processing and Data initiatives. Additionally, Nick has in-depth knowledge and experience within ITSec and Infrastructure.

### **KARL LANGDALE-HUNT/PAM EVANS/TERRY PHILLIPS**

Project Roles: Business/Systems Analysts

Experience: Karl, Pam and Terry each bring decades of analytical experience within the Hospitality sector, working closely with multiple business partners to map technical solutions to business problems. With a diverse range of knowledge across various lines



of business, they are all seasoned at being able to uncover and document core business requirements from all levels of an organization.

*Resumes to be provided upon shortlisting*

## **PROJECT DELIVERY APPROACH**

### **1. Assessment Initiation**

Purpose: Clarify and define strategies and objectives, ensure executive sponsors clarity on project goals and measurements.

- Key Stakeholder interviews
- Secondary/Point of Sale owner interviews, including Finance, IT
- Establishment and agreement on project goals/objectives from executive team
- Establish and clarify Assessment Team Roles and Responsibilities (combination of Active and IVGID resources)
- Review Organizational Change Management capabilities and commitment
- Establish/confirm timeline and budget expectations, determining depth and breadth of assessment, along with capabilities of system and process change across IVGID.

Staffing Plan: Utilizing Enterprise/Solution architects via on site sessions, combined with Project Manager to create a detailed Assessment plan and timeline.

### **2. Assessment Execution**

Purpose: Focused on project goals, perform functional and system analysis of current Point Of Sales and integrations, affected business departments and stakeholders.

- Formal review of Ordinance 7 with appropriate IVGID resource(s)
- Perform on site walkthroughs of business process for in scope Point of Sale and integrated systems
- Review and confirm any current functional or technical design documents including key integrations
- Document any key areas not currently captured within existing IVGID documentation as relevant to future modelling
- Capture, document and clarify current state to end state functional requirements along with any roadmap functional requirements.
- Capture and document any potential future needs, as input to solution design scalability and capabilities.
- Identify and document infrastructure and technical requirements/limitations
- Review current operational capabilities of IVGID to ensure solution design is operationally manageable or future operational model is considered within Execution planning
- Presentation of findings to Executive Sponsorship to clarify direction and scope of solution architecture, along with potential prioritization.

Staffing Plan: Aligning to Solution Architect/Business/System Analyst skill sets, perform a mixture of on site and remote sessions. These sessions will vary dependent on areas of focus as outlined in the Assessment Initiation. Oversight and reviews provided ongoing by the Enterprise Architect.

### 3. Solution Architecture

Purpose: Create and vet solution design options with the IVGID stakeholders, presenting options for a scaled, phased approach to solution implementation.

- Establish key areas of focus and document system and functional design requirements for solution design
- Work with potential vendors to solicit solution design
- Evaluate vendor options and short list based on gathered assessed artifacts
- Work with vendors to create solution options and proposal reviews
- Provide final solution option and recommendations to IVGID stakeholders

Staffing Plan: Solution and Enterprise Architect work with vendors and where applicable technical experts to create target architecture options and phased options with budget and timeline overviews.

### 4. Implementation Plan and Proposal

Purpose: Provide an Implementation plan for the IVGID stakeholders, providing budget & timeline inclusive of project management, oversight, deliverable milestones, travel, and both project execution and operational costs for software, hardware and support.

- Create project approach and recommended project framework
- Establish project team structure and roles and responsibilities, inclusive of all vendors, contractors, and IVGID resources focused both on project execution and operational model
- Ensure commitment of IVGID Executive Sponsors and Organizational Change Management team
- Create project budget and execution plan broken down by execution phase.
- Presentation and refinement with IVDIG stakeholders

Staffing Plan: Solution and Enterprise Architect work with vendors and where applicable technical experts to create target architecture options and phased options with budget and timeline overviews.

## FINANCIAL DATA

ACTIVE Network is a subsidiary of Global Payments Inc. (NYSE: GPN). Global Payments is a leading worldwide provider of payment technology services that deliver innovative solutions driven by customer needs globally. As a member of the S&P 500, Global Payments does business with merchants and partners in 30 countries throughout North America, Europe, the Asia-Pacific region and Brazil. As a public traded organization, Global Payments do not include the financial statements of subsidiaries, however, we are authorized to provide the link to Global Payments' 10-k, as filed with the SEC:

Refer to the Investor Relations section on Global Payments website

<https://investors.globalpaymentsinc.com/overview/default.aspx>



## PROJECT COST AND SCHEDULE

The proposal must contain the cost estimate the Scope of Work and the estimated timeline for completion of the required analysis, recommendations and formulation of the cost and timeline estimate for the potential implementation of the recommendations.

The following represents the project approach as represented in the Project Delivery Approach. As part of the delivery there will be multiple on site visits coupled with remote project delivery. Duration proposals will be dependent on availability of IVGID resources.

Project Phase	Duration	Cost
Assessment Initiation	3 weeks	\$39,000
Assessment Execution	6 weeks	\$69,000
Solution Architecture	6 weeks	\$76,500
Implementation Plan and Proposal	3 weeks	\$40,500
Project Management	Ongoing	\$22,500
Projected Travel Costs		\$25,000
<b>Project Total</b>		<b>\$272,500</b>

# APPENDICES

## Terms and Conditions

Please see the following pages for a sample of ACTIVE’s standard terms and conditions.

Contract # \_\_\_\_\_

### IT PROFESSIONAL SERVICES AGREEMENT

CLIENT INFORMATION			
ORGANIZATION FULL LEGAL NAME:		ADDRESS:	
CONTACT NAME:		TELEPHONE:	
EMAIL:			

**NOTE:** If Client is tax exempt, certificate must be provided along with signed contract.

In consideration of the mutual promises and covenants contained in this Agreement, Client and Active hereby agree to be bound by this Agreement. By signing below, Client acknowledges and confirms that it has read this Agreement.

CLIENT	ACTIVE NETWORK, LLC
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Active Network, LLC  
 5850 Granite Parkway, Suite 1200, Plano, TX 75024  
 Telephone: (469) 291-0300

Contract # \_\_\_\_\_

**IT Professional Services Agreement**

Your professional services relationship with Active, and Active's provision of Professional Services as specified in an applicable Statement of Work ("SOW"), are subject to the terms and conditions set forth herein and are between you and Active. Capitalized terms are defined in Section 7 below, unless otherwise defined within the body of this Agreement, the applicable SOW. In order for Active to provide you (referred to herein as "Client") with Professional Services, you must first agree to this Agreement. You represent and warrant that you have the necessary and full right, power, authority, and capability to accept this Agreement, to bind your organization, and to perform your obligations hereunder. You can accept this Agreement by: (a) clicking to accept or agree to this Agreement, where this option is made available to you by Active; (b) where a link to this Agreement appears in an order form, SOW, or other document provided to you by Active, by signing such document; (c) by signing this Agreement, if there is a designated area to sign; or (d) by actually utilizing the features or functionality of any Professional Services provided by Active to you. In the case of (d), you understand and agree that Active will treat your use of any Products containing said Professional Services, or the Professional Services themselves, as applicable, as acceptance of this Agreement from that point onwards. You may not use the Products containing said Professional Services, or the Professional Services themselves, and may not accept this Agreement if (i) you are not of legal age to form a binding contract with Active, or (ii) you are a person barred from receiving the Products and/or Professional Services under the laws of the United States or other countries, including the country in which you are a resident or from which you use the Products and/or Professional Services. You may not use the Products containing said Professional Services if you do not accept this Agreement. By accepting this Agreement, you agree as follows:

**1. AGREEMENT STRUCTURE AND SCOPE.**

**1.1. This Agreement.** This Agreement establishes the terms and conditions to which the parties have agreed to in order to facilitate the providing of Professional Services by Active to Client. Additional Product-specific terms and conditions may be set forth in one or more documents referenced in an applicable Product Attachment and/or any corresponding General Terms. All references to the "Agreement" mean this document, inclusive of any SOWs.

**1.2. Incorporation of SOWs.** The parties may enter into new SOWs from time to time. Each SOW incorporates the terms of this Agreement.

**1.3. Incorporation of EULAs.** Client's use of any Third Party Products hereunder may be subject to, and Client will comply with, this Agreement and any applicable Third Party EULA(s).

**1.4. Affiliates.** Client's Affiliates may order Professional Services from Active (or one of Active's Affiliates) by entering into a SOW. In the event that a Client Affiliate enters into an SOW with Active (or an Affiliate of Active), reference in this Agreement to "Client" and "Active" will mean the respective entity that accepts (as described in the Preamble) the applicable SOW. Each such SOW will be deemed to be a separate agreement.

**2. FINANCIAL TERMS.**

**2.1. Fees; Payment Terms; Currency.** Fees, currency, and payment terms are specified in the applicable SOW. Unless otherwise specified in a SOW, all amounts owed by Client that are not directly collected by Active are due from Client within 30 days from the date of the applicable invoice. Past due fees will accrue interest at the lesser of the annual rate of 10% per annum or the maximum amount permitted by applicable law. In the event of any non-payment or delay in paying a fee, Client agrees to reimburse Active for any fees and expenses incurred in its collection efforts. Payment of fees is under no circumstances subject to or conditioned upon the delivery of future Professional Services or functionality.

**2.2. Taxes.** The prices in this Agreement do not include Taxes. Client is responsible for and agrees to pay any and all Taxes. If Client is tax-exempt, Client will send Active a copy of its valid tax-exempt certificate (or, as applicable, its reseller's certificate) prior to execution of any SOW. Client is solely responsible for determining which, if any, Taxes apply to Client's use of the Professional Services and for collecting, remitting, and reporting the correct amounts of all such Taxes to the applicable governmental authorities, even if Active provides Client with tools that assist Client in doing so. In the event that a governmental authority requires Active to pay any Taxes attributable to Client's use of the Professional Services, Client agrees to defend, indemnify, and hold Active harmless from all such Taxes and all costs and expenses related thereto.

**3. LIMITED RIGHTS AND OWNERSHIP; CLIENT ACKNOWLEDGEMENTS; INDEMNIFICATION.**

**3.1. Reservation of Rights.** All rights not expressly granted in this Agreement are reserved by Active and its licensors. Client acknowledges that: (a) only Professional Services will be provided under this Agreement and are licensed to Client, and not sold to Client; (b) Client acquires only the right to utilize the Professional Services in accordance with this Agreement, and Active and/or its licensors or subcontractors will retain sole and exclusive ownership of and all rights, title, and interests in the Professional Services, including the following: (i) all Intellectual Property embodied or associated with the Professional Services, (ii) all deliverables and work product associated with the Professional Services, and (iii) all copies and derivative works thereof; and (c) the Professional Services, including the source and object codes, logic, and structure, contain and constitute valuable trade secrets of Active and its licensors.

**3.2. Restrictions.** Unless otherwise set forth in a EULA or SOW, Client will not itself, or through any Affiliate, employee, consultant, contractor, agent, or other third party: (a) sell, resell, distribute, host, lease, rent, license, or sublicense, in whole or in part, the Professional Services; (b) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer, or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure, or other elements of the Professional Services in whole or in part, for competitive purposes or otherwise; (c) allow access to, provide, divulge, or make available the Professional Services to any user other than those who are licensed to have such access; (d) write or develop any derivative works based upon the Professional Services; (e) modify, adapt, translate, or otherwise make any changes to the Professional Services or any part thereof; (f) use the Professional Services to provide processing services to third parties, or otherwise use the same on a service bureau basis; (g) disclose or publish, without Active's prior written consent, (i) performance or capacity statistics, or the results of any benchmark test performed on the Professional Services, or (ii) the terms (but not the existence) of this Agreement or other valuable trade secrets of Active or its licensors; (h) without Active's prior written consent, perform or disclose or cause to be performed or disclosed any information related to any security penetration or similar tests; (i) disclose or otherwise use or copy the Professional Services except as expressly permitted herein; (j) remove from any Professional Services identification, patent, copyright, trademark, or other notices or circumvent or disable any security devices' functionality or features; (k) contest or do or aid others in contesting or doing anything which impairs the validity of any proprietary or Intellectual Property rights, title, or interests of Active in and to any Products; (l) use the Professional Services for other than authorized and legal purposes, consistent with all applicable laws, regulations, and the rights of others; (m) take any steps to avoid or defeat the purpose of security measures associated with the Professional Services, such as sharing of login and password information, or attempt to



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circumvent any use restrictions; or (n) except as expressly permitted by this Agreement, use the Professional Services for hosting purposes. Further, Client will: (a) not use the Professional Services to transmit, publish, or distribute any material or information: (i) for which Client does not have all necessary rights and licenses, including any material or information that infringes, violates, or misappropriates the intellectual property rights of any third party; (ii) that contains a computer virus or other code, files, or programs designed to disrupt or interfere with the functioning of the Professional Services; (iii) that is inaccurate or misleading; (iv) that is or that may reasonably be perceived as being harmful, threatening, offensive, obscene, or otherwise objectionable; (v) that contains a virus or malicious code; or (vi) that includes the private information of another without express permission, including but not limited to contact information, social security numbers, credit card numbers or other information which a reasonable person would consider private in nature; (b) not attempt to gain access to any systems or networks that connect to the Professional Services except for the express purpose of using the Professional Services for their intended use; (c) not engage in any activity that interferes with or disrupts the Professional Services; (d) not use the Professional Services in violation of the CAN-SPAM Act, Canadian Anti-Spam Legislation, or any other applicable laws pertaining to unsolicited email, SMS, text messaging or other electronic communications. Client hereby grants to Active a limited license to use information provided by Client relating to Client's organization and/or events operated by Client, which may include content regarding the event, Client's organization's name, trademarks, service marks, and logo, in connection with the promotion of Client's organization or events and the Professional Services that Active provides. Client acknowledges and agrees that some or all of the Professional Services may be completed by Active or Active's affiliates or subcontractors, some of which may be located outside of the United States.

**3.3. Indemnification.** Client will indemnify, defend, and hold harmless Active from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of: (i) a claim that Client brand features or Client intellectual property of any type infringes or misappropriates any patent, copyright, trade secret or trademark of a third-party; (ii) any deficiency (including penalties and interest) relating to Taxes that are the responsibility of Client; (iii) a claim alleging facts that would constitute a breach by Client, or Client's subcontractors, of this Agreement; (iv) injury or death to a person or damage to property resulting from the negligence or any act or omission by Client in connection with the Professional Services; (v) any violation of the Law by Client or Client's affiliates, agents, or other personnel; or (vi) Active's use of any Client content, data, or information, or Active's use of directions, instructions, plans, or suggestions of Client, provided that such use complies with the requirements of this Agreement.

**3.4. Enforcement.** Client will (a) ensure that all users of Professional Services comply with the terms and conditions of this Agreement; (b) promptly notify Active of any actual or suspected violation thereof; and (c) cooperate with Active with respect to any investigation and enforcement of this Agreement.

#### 4. DISCLAIMERS AND LIMITATION OF LIABILITY.

4.1 EXCEPT AS OTHERWISE SET FORTH HEREIN AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT THE PROFESSIONAL SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE WARRANTIES, IF ANY, SET FORTH HEREIN ARE LIMITED TO THEIR EXPRESS TERMS AND ARE IN LIEU OF, AND ACTIVE, ITS LICENSORS, AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING ANY (a) WARRANTY THAT THE PROFESSIONAL SERVICES ARE ERROR-FREE OR "BUG"-FREE, ACCURATE, SECURE, OR RELIABLE; (b) WARRANTY THAT THE PROFESSIONAL SERVICES WILL OPERATE WITHOUT INTERRUPTION; (c) WARRANTY THAT ALL ERRORS WILL BE CORRECTED OR THAT THE PROFESSIONAL SERVICES WILL COMPLY WITH ANY LAW, RULE, OR REGULATION; (d) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT; (e) IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE; AND (f) WARRANTY THAT THE PROFESSIONAL SERVICES WILL MEET CLIENT'S REQUIREMENTS. ACTIVE WILL NOT BE LIABLE FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT, STATUTE, TORT, OR OTHERWISE), INCLUDING DAMAGES FOR LOST PROFITS, LOST SAVINGS, COST OF REPLACEMENT SERVICES, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, WHETHER OR NOT ACTIVE HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HOWEVER, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION ONLY APPLIES WHERE ALLOWED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ACTIVE'S TOTAL AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO (I) THE AMOUNT OF FEES ACTUALLY PAID BY CLIENT AS CONSIDERATION FOR THE PROFESSIONAL SERVICES UNDER THE APPLICABLE SOW GIVING RISE TO SUCH CLAIMS DURING THE 12 MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CAUSE OF ACTION AROSE, OR (II) IF NO SUCH PAYMENTS HAVE BEEN MADE OR SUCH AMOUNTS CANNOT BE CALCULATED, \$10,000 U.S. DOLLARS (OR THE EQUIVALENT THERETO AS DETERMINED BY THE APPLICABLE COUNTRY'S CURRENCY), AS APPLICABLE. NOTWITHSTANDING THE ABOVE, IF YOU RESIDE OUTSIDE OF THE U.S., THIS DOES NOT AFFECT ACTIVE'S LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM ITS NEGLIGENCE, NOR FOR FRAUDULENT MISREPRESENTATION, MISREPRESENTATION AS TO A FUNDAMENTAL MATTER, OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. EXCEPT AS MAY OTHERWISE BE AGREED BY THE PARTIES IN WRITING, NEITHER PARTY GUARANTEES THE OTHER PARTY, OR SHALL BE HELD LIABLE FOR, ANY REVENUE, LEVEL OF EXPOSURE, DOWNLOADS, SALES, END USER OR LICENSEE SATISFACTION, SUCCESSFUL IMPLEMENTATIONS, OR INSTALLATIONS WITH RESPECT TO ANY PROFESSIONAL SERVICES UNDER THIS AGREEMENT, OR ANY SOW HEREUNDER.

4.2 TO THE EXTENT THIS AGREEMENT IS GOVERNED BY ENGLISH LAW, THE FOLLOWING APPLIES: ACTIVE IS LIABLE UNDER APPLICABLE STATUTORY PROVISIONS FOR INTENT AND GROSS NEGLIGENCE. THE SAME APPLIES TO ASSUMPTIONS OF GUARANTEES, STRICT LIABILITY, OR INJURY TO LIFE, LIMB, OR HEALTH. ACTIVE IS LIABLE FOR ANY NEGLIGENT BREACHES OF ESSENTIAL CONTRACTUAL OBLIGATIONS BY ACTIVE BUT THE AMOUNT SHALL BE LIMITED TO THE TYPICALLY OCCURRING FORESEEABLE DAMAGE. ANY ADDITIONAL LIABILITY OF ACTIVE IS EXCLUDED.

4.3 TO THE EXTENT THIS AGREEMENT IS GOVERNED BY AUSTRALIAN LAW, THE FOLLOWING APPLIES: EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND EXCEPT FOR ANY CONDITION OR WARRANTY THE EXCLUSION OF WHICH COULD BE VOID OR OTHERWISE CONTRAVENE THE TRADE PRACTICES ACT 1974 (CTH) OR ANY OTHER APPLICABLE LAW ("NON EXCLUDABLE CONDITION"), ALL SOFTWARE AND SERVICES OF ACTIVE ARE PROVIDED TO YOU ON AN "AS-IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR ANY NON-EXCLUDABLE CONDITION OR OTHERWISE AS CONTAINED IN THIS AGREEMENT, ACTIVE EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE USE OF ITS SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SPECIFICATIONS WILL MEET YOUR REQUIREMENTS. WHERE LEGISLATION IMPLIES INTO THIS AGREEMENT ANY NON-EXCLUDABLE CONDITION, ACTIVE'S LIABILITY FOR ANY BREACH OF SUCH NON-EXCLUDABLE CONDITION WILL BE LIMITED AT ACTIVE'S SOLE DISCRETION TO ONE OR MORE OF THE FOLLOWING: (I) IN THE CASE OF GOODS, ANY ONE OR MORE OF THE FOLLOWING: (I) THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS; (II) THE REPAIR OF THE GOODS; (III) THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS; OR (IV) THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED; (2) IN THE CASE OF SERVICES: (I) THE SUPPLYING OF THE SERVICES AGAIN; OR (II) THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN.

Contract # \_\_\_\_\_

(B) ACTIVE SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL OR PUNITIVE DAMAGES INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFIT, LOSS OF GOODWILL, WORK STOPPAGE, DATA LOSS, ANTICIPATED SAVINGS OR COMPUTER FAILURE WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF ACTIVE OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH LOSS OUGHT REASONABLY TO HAVE BEEN IN THE CONTEMPLATION OF THE PARTIES AT THE AGREEMENT DATE. DESPITE ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, ACTIVE'S TOTAL AGGREGATE LIABILITY FOR ALL MATTERS ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY YOU AS CONSIDERATION FOR THE SOFTWARE AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE.

4.4 FOR THE PURPOSES OF THIS SECTION 4 AND ANY INDEMNIFICATION PROTECTING ACTIVE UNDER THIS AGREEMENT, REFERENCE TO ACTIVE WILL ALSO INCLUDE ITS SUPPLIERS, SUBCONTRACTORS AND LICENSORS.

## 5. TERM AND TERMINATION.

5.1. **Term.** The term of this Agreement will be set forth in the applicable SOW.

5.2. **Termination.** Either party may terminate this Agreement, including any or all SOWs executed hereunder, immediately upon written notice: (a) in the event that the other party commits a non-remediable material breach of this Agreement and/or the applicable SOW, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching party within 30 days of being notified in writing of such breach, except for breach of Section 2 of this Agreement which will have a 10 day cure period; or (b) in the event of institution of bankruptcy, receivership, insolvency, reorganization, or other similar proceedings by or against either party under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar laws or statutes of the United States or any state thereof, if such proceedings have not been dismissed or discharged within 30 days after they are instituted; or the insolvency or making of an assignment for the benefit of creditors or the admittance by either party of any involuntary debts as they mature or the institution of any reorganization arrangement or other readjustment of debt plan of either party not involving the United States Bankruptcy Code. Following termination of this Agreement or SOW (for whatever reason), if requested by Active, Client will certify that it has returned or destroyed all copies of the applicable Professional Services and acknowledges that its rights to use the same are relinquished. Termination for any reason will not excuse Client's obligation to pay in full any and all amounts due, nor will termination by Active result in a refund of fees paid.

## 6. GENERAL PROVISIONS.

6.1. **U.S. Government Restricted Rights.** The Professional Services and all features and functionality therein are provided with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraphs (b)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. The Manufacturer is Active Network, LLC or one of its Affiliates or subsidiaries.

6.2. **Suspension.** Active will be entitled to suspend any or all Professional Services, including suspending its performance hereunder, upon 10 days' written notice to Client in the event Active reasonably believes that Client is in breach of this Agreement.

6.3. **Force Majeure.** Neither party will incur any liability to the other party on account of any loss, claim, damage, or liability to the extent resulting from any delay or failure to perform all or any part of this Agreement, if and to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the reasonable control and without any negligence on the part of the party seeking protection under this subsection, including internet service provider or third party payment delays or failures, acts of God, strikes, lockouts, riots, acts of war, terrorism, earthquake, fire, or explosions. Dates by which performance obligations under any SOW are to be met will be extended for a time equal to the time lost due to the delay so caused.

6.4. **Assignment.** Active may assign this Agreement and any or all of its rights and obligations herein without Client's approval. Client may not assign or transfer this Agreement without the prior written consent of Active.

6.5. **Export; Anti-Bribery.** The Professional Services may include encryption software or other encryption technologies that may be controlled for import, transfer, export, or other purposes under Export Laws. Client may not export, re-export, transfer, or re-transfer or assist or facilitate in any manner the export, re-export, transfer, or re-transfer of or provide access to any portion of the Professional Services in violation of Export Laws, as determined by the laws under which Client operates, including: (a) to any country on Canada's Area Control List; (b) to any country subject to U.N. Security Council embargo or action; (c) contrary to Canada's Export Control List Item 5505; (d) to countries subject to U.S. economic sanctions and embargoes; and (e) to persons or entities prohibited from receiving U.S. exports or U.S.-origin items, including, to any person or entity appearing on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List; the Bureau of Industry and Security's Denied Persons List, Entity List, or Unverified List; or the Department of State Debarred List. Client hereby represents and covenants that: (i) Client is eligible to access the Professional Services under Export laws and all other applicable laws; and (ii) Client will import, export, re-export, transfer, or re-transfer the Professional Services to, or use or access the Professional Services in, any country or territory only in accordance with Export Laws and all other applicable laws. Furthermore, Client hereby represents and covenants that, in connection with its respective activities conducted under this Agreement, it will comply with the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act of 2010, as amended, and the Convention on Combating Bribery of Foreign Public Officials and has not and will not make or receive, directly or indirectly, any payments or gifts, or offers or promises of payments or gifts or things of value in exchange for anything that may arise out of this Agreement in a manner that would violate these laws and rules or any other applicable anti-corruption or anti-bribery laws or regulations.

6.6. **Notices.** Any notices required to be given under this Agreement will be in writing sent to the address on file with Active for Client or, in the case of Active, to the address set forth in Section 7 of this Agreement to the attention of Legal Department. Notices will be deemed received the next day if sent via overnight mail or courier with confirmation of receipt, or 3 days after deposited in the mail sent certified or registered.

6.7. **Relationship.** This Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.



Contract # \_\_\_\_\_

**6.8. Severability.** If any part or provision of this Agreement is held to be unenforceable, illegal, or invalid by a court of competent jurisdiction for any reason whatsoever, (a) the validity, legality, and enforceability of the remaining provisions of this Agreement (including all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (b) to the fullest extent possible, the unenforceable, illegal, or invalid provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable, illegal, or invalid provision and this Agreement will be deemed amended accordingly.

**6.9. Survival.** The following provisions will survive any termination, cancellation, or expiration of this Agreement: Sections 2, 3, 4, 5, 6.6, 6.8, 6.9, 6.11, 6.13, 6.14, 6.15, 6.17 of this Agreement, and such other provisions that should reasonably survive termination, cancellation, or expiration hereof.

**6.10. Amendments; No Waiver.** No amendment or waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party against which it is sought to be enforced.

**6.11. Entire Agreement.** This Agreement constitutes the parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, agreements, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter as well as any prior contractual agreements between the parties. No modification to this Agreement will be binding unless it is in writing and includes a signature by an authorized representative of each party. All pre-printed terms of any Client purchase order, business processing document, or on-line terms will have no effect. There have been no material representations or statements by any person or party to this Agreement as an inducement for a party hereto to accept this Agreement other than what is expressly set forth in writing herein.

**6.12. No Third Party Beneficiaries.** This Agreement is for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or benefits on any third party, including any employee of a party, any client of a party, or any employee of a client of a party. Notwithstanding the above, the parties acknowledge that all rights and benefits afforded to Active under this Agreement will apply equally to its licensors, subcontractors and suppliers, and the owner of the Third Party Products with respect to the Third Party Products, and such third parties are intended third party beneficiaries of this Agreement, with respect to the Third Party Products as applicable.

**6.13. Governing Law and Venue.** Except as set forth below, this Agreement will be governed by the laws of the State of Texas, without giving effect to the conflict of law provisions thereof. The parties irrevocably agree that any legal action or proceeding relating to this Agreement will be instituted only in any state or federal court in Dallas County, Texas. Neither the United Nations Convention of Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act will apply to this Agreement. THE PARTIES HERETO IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. Notwithstanding the above, for purposes of this Agreement, certain of the terms and conditions will vary depending on the location of the Client. If a country or term is not specified below, then the Governing Law and Venue set forth above shall apply.

If your principal place of business is in:	The governing law is:	The courts having exclusive jurisdiction are:
Canada	Province of British Columbia	Province of British Columbia
United Kingdom, Ireland, Germany, France, or Austria	England	England
Singapore	Singapore	Singapore
New Zealand	England	England
Hong Kong	Hong Kong	Hong Kong
Australia	New South Wales	Sydney, New South Wales
Switzerland	England	England
Denmark	England	England
Netherlands	England	England
Spain	England	England
Sweden	England	England

**6.14. Order of Precedence.** To the extent any terms and conditions of this Agreement conflict with the terms and conditions of any SOW, the provisions of this Agreement will control as it relates to Professional Services. To the extent any provision of this Agreement conflict with the provisions of a Third Party EULA as it relates specifically to any such Third Party Products, the Third Party EULA will control.

**6.15. Interpretation.** Any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time. The headings and pronouns contained herein are for convenience and ease of reference only and will not affect the construction or interpretation of this Agreement. The word "including" in this Agreement means "including, without limitation." All references to days means calendar days. This Agreement will not be construed in favor of or against a party based on the author of the document.

**6.16. Counterparts.** This Agreement and each SOW, and any exhibits thereto may be executed in one or more counterparts, each of which will constitute an enforceable original of this Agreement, and the parties agree that electronic or digital signatures, as well as pdf scanned copies of signatures, will be as effective and binding as original signatures.

**6.17. Remedies Cumulative; Injunctive Relief.** All rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether provided by law, equity, statute, in any other agreement between the parties or otherwise. Furthermore, in the event of a breach or threatened breach of the intellectual property obligations in this Agreement, Active, in addition to any and all other rights (at law or in equity) which may be available, will have the right of injunctive relief and other appropriate equitable remedies to restrain any such breach or threatened breach, without the requirement of posting a bond.

**7. DEFINITIONS.**



Contract # \_\_\_\_\_

**"Active"** means Active Network, LLC, or, if your principal place of business is in Canada, The Active Network, Ltd., together with their Affiliates with a principal place of business at 5850 Granite Parkway, Suite 1200, Plano, TX 75024.

**"Affiliates"** of a designated corporation, company, partnership, or other entity means all entities which control, are controlled by, or are under common control with the named entity, whether directly or through one or more intermediaries. For purposes of this definition "controlled" and "control" mean ownership of more than 50% of the voting capital stock or other interest having voting rights with respect to the election of the board of directors or similar governing authority.

**"Agreement"** means this Agreement, together with all SOWs accepted and entered into by the parties (as described in the Preamble).

**"Client"** means the individual who accepts this Agreement (as described in the Preamble) and any business entity on behalf of which such individual accepts this Agreement.

**Desktop Software** means each Active-developed and/or Active-owned software product in machine readable object code (not source code) that is installed on desktop(s) or server(s) controlled by Client, the Documentation for such product, and any Updates and Upgrades thereto.

**"Documentation"** means the user instructions, release notes, manuals, or on-line help files in the form generally made available by Active, regarding the use of the applicable Software or Services, as updated by Active from time to time.

**"Effective Date"** means the date that Client accepts this Agreement (as described in the Preamble).

**"Export Laws"** means export control laws and regulations of the countries and/or territories in which Active operates or in which the Professional Services are used, accessed, or from which the Professional Services are provided.

**"Hardware"** means computer hardware, equipment, and/or utilities supplied by Active pursuant to an SOW.

**"Intellectual Property"** means any and all intellectual property and proprietary rights (in whole or in part) recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed, or recorded, including inventions, technology, patent rights (including patent applications, divisions, and disclosures), copyrights and all works of authorship (whether or not copyrightable), moral rights, trade secrets, trademarks and other indicators of source (and the goodwill associated therewith), service marks, trade dress, logos, methodologies, procedures, processes, know-how, tools, utilities, techniques, protocols, various concepts, ideas, methods, models, templates, software, source code, algorithms, tools, utilities, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, layouts, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which Active has created, acquired, or otherwise has rights in, and may, in connection with the performance of Professional Services hereunder, create, employ, provide, modify, create, acquire, or otherwise obtain rights in, and in each case includes any derivative works, alterations, and other modifications using, incorporating, based on, or derived from the foregoing.

**"Maintenance Services"** means the provision of Updates and Upgrades related to the Software all as more particularly set out in the applicable Product Attachment and/or SOW.

**"Preamble"** means the first paragraph of this Agreement.

**"Products"** means, collectively, SaaS, Desktop Software, Services, Hardware, and all other services, products, or materials provided by Active to Client under the terms of a General Terms or Product Attachment document.

**"Professional Services"** means the implementation, site planning, configuration, integration, and deployment of the Software or SaaS, training, project management, and other consulting services.

**"SaaS"** means (a) the software as a service which is hosted by Active or its hosting providers and which is accessed by Client and its users via the internet; (b) Active's web sites; and (c) associated services, as more fully described in an applicable Product Attachment. SaaS functionality is subject to change from time to time at Active's sole discretion.

**"SOW"** means the Statement of Work, quote, pricing form, web page, order form, or similar document and the terms and conditions contained therein "accepted" (as described in the Preamble) by the parties that describes order-specific information, such as a description of Professional Services ordered, features, options, license details, and fees.

**"Software"** means the SaaS and the Desktop Software, collectively.

**"Support Services"** means the provision of technical assistance for Software or Hardware as further described in an applicable Product Attachment and/or SOW.

**"Taxes"** means any and all applicable taxes, including sales, use, excise, withholding, assessments, stamp, transfer, value-added, duties, tariffs, export charges, import charges, and other taxes or assessments (however designated) imposed by any foreign, federal, provincial, state, or local governmental authority upon or applicable to Products arising out of this Agreement, other than those based on Active's net income.

**"Third Party EULA"** means the end user license agreement, if any, that accompanies the Third Party Products, which governs the use of or access by Client to the applicable Third Party Products.

**"Third Party Products"** means those hardware, firmware and/or software products, including updates and enhancements thereto, if any, owned by third parties, together with all user manuals and other documents accompanying the delivery of the Third Party Products.

**"Updates"** means bug fixes, patches, error corrections, minor releases, or modifications or revisions that enhance existing performance of the Software that are provided as part of Maintenance Services. Updates exclude Upgrades.

Contract # \_\_\_\_\_

**"Upgrades"** means a new Software release that contains major functionality enhancements or improvements; and which is designated by an incremental increase in the release number to the left of the decimal point (by way of example only, release 5.0 designates an Upgrade from release 4.x). Upgrades exclude new products, modules or functionality for which Active generally charges a separate fee.

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## RFP Exceptions

Active Network, LLC (“Active” or “Proponent”) is in general agreement with the concepts contained in the terms and conditions of the Solicitation RFP Point of Sale System dated August 25, 2023 for the Incline Village General Improvement District (the “RFP”) and submits this proposal based on the understanding and condition that the Incline Village General Improvement District (the “Client”) and Active will work together in a spirit of cooperation to discuss, clarify, and agree upon the specific scope of services, deliverables, pricing, schedules, responsibilities between the parties, assumptions, and contract terms (including legal terms and conditions, as well as insurance coverage amounts) applicable to the services described in this Response to the RFP prior to finalizing the arrangement between the parties. Please note that Active requests that Active’s standard terms and conditions, a sample copy of which is attached to this proposal, form the base of the arrangement.

Active seeks to work with the Client to better understand, clarify, include and/or modify in any resulting contract several issues, including but not limited to the issues cited below. We are confident that through these discussions we can reach agreement on these issues in a timely and efficient manner as we have done previously in similar contracts with other similarly situated customers.

Active takes exception to the following terms, conditions and/or concepts in the RFP:

1. Section E of the RFP “Insurance Requirement”, Exhibit C “Standard Services Agreement Example”: The Proponent respectfully takes exception to the section/s and/or attachments listed and seeks to delete it in its entirety and replace with Active’s standard terms and conditions (attached). The Proponent’s offering is based upon utilizing the Proponent’s template as a starting point since the Proponent’s offering is nuanced and the Proponent’s template reflects such. The Proponent is confident that the parties can work to find mutually acceptable terms and conditions based upon this approach. The proposed change will have no impact on the anticipated services.

Proponent hereby takes exception to any term or condition of the RFP which is in direct conflict with, or in addition to, Active’s standard terms and conditions attached to Active’s submission.

**Active hereby reserves the right to take additional exceptions to the terms, conditions or concepts in the RFP, if necessary, at a future date.**





# POS Assessment: Project Charter

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## Overview

Incline Village General Improvement District (IVGID) has engaged with Active Networks to provide a Point of Sale (POS) Assessment as outlined in the “Incline Village Improvement District 2024-0316\_Point\_of\_Sale\_Agreement”.

The purpose of this Project Charter is to provide further detail to Goals and Objectives, Roles and Responsibilities, Scope, Timeline and Budget as it relates to the future POS Functional Design, System Design and Project Plan deliverables. This Charter will outline the guiding principles to be utilized in these phases to provide targeted design and solutioning, along with project governance.

These principles will guarantee that the future System Architecture, Implementation, and Project Plan yield the maximum return on investment for IVGID.



## Goals and Objectives

The following Objectives were provided within the POS Assessment:

- Integration with the core financial system (Tyler Munis) for real-time BI tracking purposes as well as cash/revenue management.
- Consolidation and integration of the master records across all POS – One central profile and Access Media for all venues.
- PCI compliance, stored payment, EMV, NFC, as few payment processors as possible.
- Little, if any, loss in operational functionality from the current POS.
- A consolidated e-commerce platform that addresses all or as many of the retail venues (Golf, Tennis, Ski, Rec Center) needs for product sales, program management, and member profile management.
- A restricted access e-commerce platform that addresses all or as many of the non-retail (owners & residents only) venues needs including parcel management, the potential for integration with Washoe County's Parcel Database, punch card management and picture uploading for passes.
- Customer relationship management across all retail POS platforms.
- Documentation and Staff training on newly proposed systems.

Through the Project Initiation and Planning phase, numerous discovery and interview sessions were conducted with key stakeholders to refine the objectives and determine underlying goals of the project. The following Objectives will be focused on to provide the highest value for IVGID.

### *Improve automation of integration with Tyler Munis*

- Increase automation of data exchange between POS and Tyler Munis.
- Streamline daily financial and ERP system processes.

### *Provision of Business Intelligence and Analytics*

- Identify BI and Analytics requirements for improved decision-making.
- Enhance reporting capabilities for business and district leadership.

### *Consolidation and integration of a Master Customer Record across all POS*

- Create a unified master customer record across all POS, Parcel Management and CRM systems.
- Improve operational and guest experience through a single 'customer' record.

### *Maintain and improve payment security, efficiency and simplification of business processes.*

- Ensure maintenance of PCI compliance.
- Leverage EMV and NFC technologies for cashless payments.
- Consolidation of payment processors.

*Improve cashless payment and card on file capabilities across IVGID POS Systems.*

- Optimize the utilization of stored card-on-file capabilities to streamline automated charges for services such as memberships, payment plans, and deposits.
- Empower charging card-on-file through customer media like resident passes or season passes.

*Little, if any, loss in operational functionality from the current POS systems.*

- Ensure that current business capabilities remain supported or are improved.
- Maintain or improve guest experience and revenue.

*Consolidated E-commerce platform that addresses all or as many of the retail venues needs for product sales, product management and member profile information, along with providing restricted access capabilities for specific products.*

- Develop a consolidated e-commerce platform for product sales, management, and member profiles.
- Implement resident-specific access for pricing, products, and services.

*Restricted access online application addressing ownership and resident needs including parcel management, pass and punch card management.*

- Develop an online application for ownership and resident needs, including:
  - Parcel management
  - Pass and punch card management
  - Fulfillment of IVGID Ordinance 7 functions
- Replace Capstone functionality with a sustainable and supported platform.

*Customer relationship management across all platforms.*

- Improve customer relevant insight, interaction and communication across all key applications.

*Provision of an architecture that will be supportable and scalable.*

- Consolidation of applications where applicable to simplify management, support and end-user utilization.
- Ensure that solution design will be flexible and scalable to provide longevity.
- Ensure that the solution design fits within IVGID's technology ecosystem.

# Roles and Responsibilities

## Overview:

This section will outline the roles and tasks outlined throughout the project to ensure clarity on expectations and accountability throughout the project.

This will be provided utilizing a RACI model.

Through the Initiation and Planning phase there were refinements made to outlined roles to best match the team structure at IVGID.

## Role Definitions:

**Project Sponsor:** Project owner within IVGID, accountable for signing off on all project deliverables and overall project success at IVGID.

**Technical Lead:** Key resource responsible for functional, system and business process change. Is heavily leveraged across all business and system discovery and requirements facilitated sessions.

**Business Lead:** Responsible for individual Venue functional and system requirements within their areas of responsibility. Will be responsible for identifying and providing impact of business process change.

**Revenue Manager:** Consulted across various Venues to provide insight into current operational and systemic processes as related to current systems.

**Finance Lead:** Responsible across all Venues in addition to Finance to provide review and guidance on any business process change, functional and system design reviews and sign off on project plan and budget.

**Enterprise Architect:** Accountable for overall project delivery, provision of project artifacts and managing scope of project from Active.

**Solution Architect:** Responsible for overall functional and solution design, project delivery plans and facilitation strategies.

**Project Manager:** Responsible for communication and management of project governance.



## RACI:

RACI	Definition
Responsible	The role ultimately accountable for the task's completion.
Accountable	The role responsible for doing the work.
Consulted	The role that should be consulted for input and feedback.
Informed	The role that should be kept informed about the progress and decisions.

Role	Resource
<b>Project Sponsor</b>	Mike Gove
<b>Technical Lead</b>	Chris Lavery
<b>Business Lead</b>	Chelsea LeMoine
Resident Management/Ordinance 7	Adia VanPeborgh
Parks and Rec	Chad Smith
Diamond Peak	Stephanie Koehler
Golf	Rob Bruce
Food & Beverage	Evan Carsman
Merchandise	Greg Merritt
Marketing	Paul Raymore
<b>Revenue Manager</b>	Chris Schmidt
<b>Finance Lead</b>	Adam Cripps
<b>Enterprise Architect</b>	Geordan Reid
<b>Solution Architect</b>	Nick Marvin
<b>Project Manager</b>	Jesse Moore

<b>Task/Role</b>	<b>Project Sponsor</b>	<b>Technical Lead</b>	<b>Business Lead</b>	<b>Revenue Manager</b>	<b>Finance Lead</b>	<b>Enterprise Architect</b>	<b>Solution Architect</b>	<b>Project Manager</b>
<b>Assessment of Current Applications</b>								
Conduct application inventory	I	C	C	C	C	A	R	I
Evaluate application effectiveness	I	C	C	C	C	A	R	I
<b>Functional Design</b>								
Define functional requirements	C	C	C	C	C	A	R	I
Validate requirements with stakeholders	I	C	C	C	C	A	R	I
Identify gaps and redundancies	I	C	C	C	C	A	R	I
Identify business process change	I	C	C	C	C	A	R	I
Document business process change	I	C	C	C	C	A	R	I
Approve business process change	A	R	R	C	R	C	C	I
Define operational capabilities	C	R	R	C	R	A	R	I
Document functional design	I	C	C	C	C	A	R	I
Sign off on functional design	A	R	R	C	R	C	C	I
<b>Solution Design Document</b>								
Define technical architecture requirements	C	R	I	I	I	A	R	I
Evaluate vendor and solution options	C	R	C	C	C	A	R	I
Creation of integrated solution design	C	C	C	C	C	A	R	I

Review solution design proposal	A	R	R	C	R	C	C	I
Sign off on solution design	A	R	R	C	R	C	C	I
<b>Implementation Plan and Proposal</b>								
Identify resourcing capabilities and availability	C	R	R	C	C	A	R	I
Define solution implementation change management	C	R	R	C	C	A	R	I
Develop project plan	C	C	I	I	I	A	R	I
Estimate project costs	C	C	I	I	C	A	R	I
Approve project plan and budget	A	C	C	C	R	C	C	I
<b>Stakeholder Communication</b>								
Develop communication plan	C	C	I	I	I	R	C	A
Execute communication plan	C	I	I	I	I	R	C	A
<b>Risk Management</b>								
Identify potential risks	R	R	R	R	R	R	C	A
Develop risk mitigation plans	C	C	I	I	I	R	C	A

## Scope

In conjunction with the Goals and Objectives listed above the following defines the scope of systems, functionality and processes that will be focused on during the POS Assessment. Opportunities around business process, system configuration and utilization will be heavily considered and highlighted through the POS Assessment for all systems and functions in scope.

### Primary Systems and Processes:

**Ordinance 7:** Ordinance 7 currently outlines the rates, rules, and regulations for Recreation Passes and Punch Cards for IVGID Parcel Owners, Residents, and designated benefactors. While recommendations for potential changes to Ordinance 7 regarding POS or system requirements will be made, it is acknowledged that any changes to Ordinance 7 may take a significant amount of time for review and approval. Therefore, system and solution design may not rely on these changes.

**Capstone:** Parcel, Resident and Ownership management along with Pass/Punch Card benefit management will be a primary focus of the POS Assessment.

**Vermont RecTrac:** Recreation software utilized across IVGID for all beach access, activities, programs, events, registration fees, and miscellaneous fees will all be inclusive. Resident Punch Card/Pass management currently fulfilled through RecTrac will be a major focus of the POS Assessment. Additionally, Retail/Merchandise sales and inventory management currently fulfilled through RecTrac along with integration into peripheral systems will all be included within scope.

**Vermont GolfTrac:** Golf Tee Sheet management, golf pass, resident booking functionality will all be inclusive of scope.

**Vermont WebTrac:** Online capabilities for both RecTrac and GolfTrac functions, products, and services. All E-commerce and Resident benefit management currently fulfilled through WebTrac will be inclusive of scope.

**GolfNow:** Online booking engine utilized for Non-Resident golf tee time bookings. Business functionality, integration and processes will be evaluated.

**RTP|One:** Utilized for Ski Operations and Food and Beverage, utilization of current systems and business processes will be reviewed and contained within the POS Assessment.

**Axess:** Access control software and hardware utilized currently for Beach and Ski access control will be inclusive of scope as related to the stated Goals and Objectives.



**Square:** Currently utilized for limited Food and Beverage functionality to enable offline or limited connectivity F&B sales will be evaluated within the POS Assessment.

**Tyler Munis:** ERP Software utilized for all financial management. The core ERP processes and functions will not be a primary focus, however all integrations and business processes as they relate to the downstream impact as related to the Goals and Objectives, will be within scope of the POS Assessment.

**Credit Processing:** All credit processors as related to the in-scope systems along with integration to Tyler Munis will be evaluated for both functional and financial opportunities.

**Inntopia Marketing Cloud:** Utilized for limited CRM and BI purposes specific to currently RTP|One data only. As part of CRM and BI objectives, processes and software functionality will be evaluated within the POS Assessment.

## Peripheral Systems and Processes:

These systems are not a primary focus of the POS assessment; however they will be taken into consideration to leverage system capabilities of in scope systems where applicable.

**Total Party Planner (TPP):** Event management software utilized for Event Sales including but not exclusive to Golf Tournaments, Weddings, and Special Events. The functional utilization of TPP will not be a primary focus of this POS Assessment. Revenue flow into downstream systems such as F&B and Golf, through to Tyler Munis will be evaluated and opportunities to address any Goals and Objectives will be included.

**Miscellaneous League Software:** Software and processes utilized by leagues or clubs for managing team sports or events outside of RecTrac initial registration and booking will not be a primary focus for the current POS Assessment.

**Golf Genius:** Software utilized for tournament and club league management, participation and communication.

**Field & Location Management:** Tools utilized for managing scheduling of fields or locations for leagues, tournaments or events will not be a primary focus for the POS Assessment.

**Tennis Link:** Software and processes currently utilized for managing tournament registration, ladders or rankings will not be a primary focus for the current POS Assessment.

## Out of Scope:

Any system or process not listed above will be out of scope.

## Risks

**Alterations to Ordinance 7:** Ordinance 7 currently defines the Recreation Pass and Punch Card rates, rules and regulations for IVGID Parcel Owners, Residents, and designated benefactors. The rules and regulations currently defined within Ordinance 7 directly relate to a major component of POS functional and system requirements. While considerations will be made within this POS Assessment to provide flexibility to alterations to Ordinance 7, unforeseen changes made to this Ordinance may result in POS or System Functionality deficiencies and a risk to overall project success and longevity.

**Resourcing:** Through this POS Assessment, there will be a heavy reliance on key members of the project delivery team as defined in the RACI. These members will not only be responsible for contribution of current business and system process knowledge, but also relied upon for sponsoring change management. Departure or changes to key members of the project team may have significant impact on the direction and goals of the project.

**Solution Scope:** The potential range of solutions to meet the defined Goals and Objectives is extensive. Through the POS Assessment, the Enterprise and Solution Architects will work closely with the Project Sponsor to narrow the range of potential solutions and provide a single Solution Design document along with Project Plan and Timeline. Inability to narrow the range of potential solutions or requirement to provide multiple Solution Design Documents or Project Plans will result in project and cost impacts.

**Change Management:** With the scale of change required to facilitate the POS Assessment Goals and Objectives, from both a system and business process perspective, there will be a requirement for the core team to be supportive of process change. Failure to be open to process change will have significant impact on solution scope and budget.

# Budget, Timeline & Project Plan

## Budget

During the POS Assessment, estimates will be given to the Project Sponsor regarding costs for purchasing, implementing, and operating potential solutions. These estimates aim to streamline the scope and complexity of potential recommendations, ensuring IVGID achieves the greatest return on investment.

## Timeline & Project Plan

The proposed timeline for the POS Assessment Implementation and Project Plan will take into consideration the following factors:

**Change Management Capabilities:** Change Management capabilities of IVGID will be assessed through the POS Assessment, considering seasonality of venues, annual key dates and general temperature of key resources with regards to change to ensure the Project Plan will support a successful implementation plan.

**Deliverable Value (Impact/Cost Assessment):** Through the POS Assessment, functional and system design phases, there will be evaluation on impact and cost to ensure that as a phased project plan and timeline is proposed, the prioritization of value will be heavily weighted.

**Prioritized Core Functionality:** To efficiently meet Goals and Objectives, a phased implementation approach will prioritize establishing core structural functionality, serving as the foundation for additional solutions.

**Training and Documentation:** Project timelines and plans will be explicit on containing structured training and documentation to support the implementation and ongoing operational needs.

## Approvals

The signature below indicates that the undersigned have read and agreed to the contents of this Project Charter and are approving to proceed.

**IVGID**

Signed by:

*Mike Gove*

9FCAF038BFDE4B7...

Signature

Mike Gove

Name (Please Print)

Director of Information Systems and Technology

Title





# POS Assessment: Functional Requirements Document

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## Functional Requirements Document (FRD) Purpose:

The Functional Requirements Document (FRD) serves as a key communication tool between stakeholders, business users, and technical teams. Its primary purpose is to clearly define what the solution must accomplish from a functional perspective, outlining the features, behaviors, and user interactions needed to meet business objectives. The FRD focuses on what the system should do rather than how it will be built, which is covered by the Solution Design Document. By distinguishing functional requirements from technical specifications and technical solution design, the FRD ensures that all parties have a shared understanding of the business needs before the development process begins, reducing the risk of miscommunication or scope changes later in the project. It helps to create a foundation for further technical planning and solution design while maintaining clarity about the expected outcomes and functionalities.

## Project Overview

The Incline Village General Improvement District (IVGID) has engaged Active Networks to conduct a comprehensive assessment and implementation of a new Point of Sale (POS) system. The purpose of this initiative is to streamline operations, enhance customer service, and integrate various business systems under a single architecture. This document consolidates the detailed functional requirements from multiple systems and operational areas, ensuring that the solution addresses the needs of IVGID's parcel and resident management system supporting Ordinance 7, mountain operations of Diamond Peak, golf course operations, food and beverage services, retail outlets, and parks and recreation operations and programs.

## Goals and Objectives:

### Improve automation of integration with Tyler Munis

- Increase automation of data exchange between POS and Tyler Munis.
- Streamline daily financial and ERP system processes.

### Provision of Business Intelligence and Analytics

- Identify BI and Analytics requirements for improved decision-making.
- Enhance reporting capabilities for business and district leadership.

### Consolidation and integration of a Master Customer Record across all POS

- Create a unified master customer record across all POS, Parcel Management and CRM systems.
- Improve operational and guest experience through a single 'customer' record.

### Maintain and improve payment security, efficiency and simplification of business processes.

- Ensure maintenance of PCI compliance.
- Leverage EMV and NFC technologies for cashless payments.
- Consolidation of payment processors.

### Improve cashless payment and card on file capabilities across IVGID POS Systems.

- Optimize the utilization of stored card-on-file capabilities to streamline automated charges for services such as memberships, payment plans, and deposits.
- Empower charging card-on-file through customer media like resident passes or season passes.

### Little, if any, loss in operational functionality from the current POS systems.

- Ensure that current business capabilities remain supported or are improved.
- Maintain or improve guest experience and revenue.

### Consolidated E-commerce platform that addresses all or as many of the retail venues needs for product sales, product management and member profile information, along with providing restricted access capabilities for specific products.

- Develop a consolidated e-commerce platform for product sales, management, and member profiles.
- Implement resident-specific access for pricing, products, and services.

### Restricted access online application addressing ownership and resident needs including parcel management, pass and punch card management.

- Develop an online application for ownership and resident needs, including:
  - Parcel management
  - Pass and punch card management
  - Fulfillment of IVGID Ordinance 7 functions
- Replace Capstone functionality with a sustainable and supported platform.

### Customer relationship management across all platforms.

- Improve customer relevant insight, interaction and communication across all key applications.

### Provision of an architecture that will be supportable and scalable.

- Consolidation of applications where applicable to simplify management, support and end-user utilization.
- Ensure that solution design will be flexible and scalable to provide longevity.
- Ensure that the solution design fits within IVGID's technology ecosystem.

## Scope:

The assessment includes primary systems (Ski, Golf, Food & Beverage, Retail, Resident Management, Parks and Recreation) and peripheral systems (Total Party Planner, Golf Genius, Field Management, Tennis Link). Out-of-scope systems include other league software and niche tools not used widely across IVGID.

## Risks

- Changes to Ordinance 7 may impact POS requirements.
- Potential resource constraints during peak periods.
- Solution complexity and change management across various business units.

# Functional Requirements

## General Point of Sale Requirements

The POS system for IVGID encompasses a range of functionalities needed across various departments, including Food & Beverage, Golf, Retail, Parks and Recreation, Diamond Peak, and other venues. These common requirements are designed to ensure a seamless user experience, efficient operations, and compliance with IVGID's policies.

## Customer and Resident Profile Management

*Basic Information:* Standard Customer Profiles within all POS Systems should facilitate the capture and management of:

- **First and Last Name:** Required for identification and personalized service across IVGID facilities.
- **Online Profile/Password:** Allow for creation and management of online accounts and password management.
- **Date of Birth (DOB):** Used for age verification, eligibility for specific programs, and promotions (e.g., youth discounts or senior pricing).
- **Address:** Required to verify residency for IVGID Ordinance 7 discounts and privileges, and to determine eligibility for resident benefits.
- **Mailing Address:** Ability to collect and utilize a secondary address for mailing and correspondence.
- **Phone Number:** Primary contact method for notifications, updates, and customer service follow-ups.
- **Email Address:** Used for booking confirmations, event updates, promotional communications, and account management access.
- **Photo ID:** Optional but available for resident passes, membership cards, and to verify identity for access control in restricted areas.

*Customer Type:* Allow for identification of different Customer Type's within each system, delineating whether the customer is a Resident, Employee, or regular customer.

*Unified Customer Record:* Establish a master profile system that integrates customer and resident data, including personal information, payment history, membership status, and resident/guest classification.

*Resident and Non-Resident Pricing:* Automatically apply pricing adjustments based on resident status as per Ordinance 7, ensuring eligible customers receive designated discounts across all POS locations.



*Family/Household Management:* Ability to link profiles within a family or household for shared benefits, and multi-person access. This ensures easy management of family-based discounts and benefit sharing under Ordinance 7. Allow for inheritance of address, phone number and email profile information from a head of household.

*Group Management:* Ability to link profiles within an organized group to provide specific benefits and tracking. Allow for inheritance of address, phone number and email profile information from a head of group.

*Employee Management:* Capability to identify and apply different Employee Types or Categories to customer records within the systems to assign and manage recreational privileges within the POS Systems as defined by the IVGID Employee Recreational Privileges policy.

*Parental/Guardian Link:* For minor profiles, link parent or guardian accounts for consent management, waiver authorization, and payment responsibilities.

*Profile Update:* Enable restricted profile updates to specific fields controlled by configuration.

*Profile Verification:* Provide profile and parcel verification including resident status and tracking eligibility for recreation privileges and discounts.

*Duplicate profile prevention and resolution:*

- Ability to prevent or minimize the creation of additional duplicate profiles
- Optimize the ability for duplicate profiles to be de-duplicated.

*Waiver Management:* Capture, store, and verify signed waivers directly within the profile, accessible across departments to minimize duplicate requests and improve service efficiency for activities requiring waiver authorization.

- **Waiver Management:** Provide capabilities to create, customize, and manage waiver authorization capture and retention based on product requirements.
- **Completion capabilities:** Provide waiver functionality both online and through manual completion.
- **Age Validation:** Requirement of parent/guardian functionality for youth (under 18).
- **Waiver Verification:** When validating waiver completion, provide the complete waiver as signed, with waiver signature.

*Transaction History Access:* Provide customers with the ability to view their transaction and visit history via a self-service portal, facilitating account transparency and customer inquiries.

## Transaction Processing and Payment Handling

*Secure, PCI-Compliant Payments:* Ensure all POS terminals support PCI-DSS compliance, utilizing EMV, NFC, and secure card-on-file transactions for cashless and contactless payments.

*Cashless Payment Options:* Integrate EMV and NFC technology for contactless payments, improving transaction speed and security.

*Tipping on Device:* Ability to have customers be prompted and enter tips on device would be highly preferred.

*Tipping by Sales Location:* Ability to control tip prompting and acceptance by Sales Location.

*Punch Card Processing:* Enable Punch Card payment processing, restricting utilization of Beach and Recreation facility fees to only applicable products or locations and amounts.

*Card-On-File Capabilities:* Enable card-on-file payments for simplified transactions, allowing customers to securely link cards to profiles for easy billing.

*Stored Value:* Ability to load payment value on guest records or passes for utilization as payment at POS locations. Note: this is separate functionality from Punch Cards.

*Automated Discount Application:* Apply resident, employee, guest, group, and event-specific discounts automatically at checkout, with built-in verification to ensure compliance with IVGID policies.

*Support for Multiple Payment Types:* Accept various payment methods, including credit, debit, cash, punch cards where applicable, and contactless payments, to accommodate all guest preferences.

*Customer Capture:* Ability to assign and link transactions to customer profiles providing transaction history and details.

*Customer Visibility:* Provide a mechanism for customers to view their historical transactions.

*Refund and Adjustment Processing:* Allow refunds, partial refunds, and adjustments for transactions, linking with customer accounts where applicable.

*Gift Receipt Capability:* Provide capability to issue a gift receipt with pricing removed but linking to original transaction.

## Inventory and Product Management

*Product Customization:* Support dynamic Point of Sale product adjustments by location, enabling quick updates for items, pricing, and seasonal availability.

*Product Financial Management:* Ensure Point of Sale product configuration supports the capability to track and earn revenue based upon IVGID financial requirements.

*Inventory Tracking:* Provide inventory management across all POS locations (e.g., golf, retail, food and beverage), including updates for item availability, restocking, and transfers between locations.

## System Control and Compliance

*Role-Based Access Control:* Provide role-based access controls to define user security privileges and groups. This ensures that sensitive tasks such as financial reporting, price changing, discounts, and system configurations are restricted to authorized personnel, typically managers or administrators, to prevent unauthorized access.

*PCI Compliance and Data Encryption:* Secure all sensitive customer information, such as card-on-file data and personal details, using industry-standard encryption and tokenization.

*Resident Pass and Punch Card Validation:* Validate IVGID resident passes and punch cards for eligibility, ensuring only qualified customers receive applicable privileges and discounts.

### *Privilege Suspension:*

- **Privilege Suspension:** Ability to suspend or revoke privileges within the system due to misconduct per Ordinance 7(Article XI, Paragraph 100.)
- **Delinquent Fees:** Ability to suspend recreation and/or beach access privileges if either the Recreation or Beach Facility Fee is delinquent.

*Audit Trails:* Maintain logs of any changes made to products, transactions or profiles, providing visibility and accountability across all IVGID POS systems.

*Secure Cash Handling and Reconciliation:* Enforce strict cash drawer protocols, including regular reconciliation, limited access to authorized staff, and audit trails for tracking discrepancies.

## Reporting and Analytics

Provide a robust native reporting solution with appropriate controls and security models.

*Native Reporting:* POS applications should provide a robust native reporting solution.

*Customizable Reporting:* POS applications should support the capability to create customized reports embedded within the application.

*Reporting Security:* Ensure report access is controlled by security groupings to restrict sensitive data and information to appropriate resources.

*Sales and Revenue Reporting:* Provide detailed sales and revenue reports by location, product category, and customer type (resident vs. non-resident), supporting financial analysis and operational decision-making.

*Daily Reconciliation and Financial Reporting:* Generate daily transaction summaries and integrate with Tyler Munis ERP for streamlined accounting and financial tracking.

*Customer Insights and Preferences:* Track customer preferences, peak times, and spending trends to guide inventory planning, seasonal adjustments, and targeted promotions.

*Data Access:* Provide either direct access to the database or an API to facilitate the retrieval of POS data, enabling custom queries and data analysis, with an open data model allowing for direct querying and export of data into appropriate data repositories to support provision of a Business Intelligence and Analytics platform as part of the overall goals and objectives.

## System Integrations

*Integration with ERP and Financial Systems:* Synchronize financial data with Tyler Munis ERP, ensuring accurate reconciliation, data consistency, and automated reporting.

*Integration with HRIS:* Provide the capability to integrate with HRIS systems to create and update employee records.

*CRM and Resident Management System Integration:* Link with IVGID's CRM for updated customer information, resident status validation, and shared access to master records across departments.

*E-commerce Integration:* Support integrated online sales, bookings, and customer account management for seamless transactions across both online and in-person POS systems.



## Self-Service Capabilities

*Customer Self-Service Portal:* Provide a self-service portal for customers and residents to manage bookings, renew passes, view transaction history, and access discounts based on residency.

*Online Booking and E-commerce:* Enable customers to book lessons, tee times, rental reservations, and make online purchases, integrated with the POS for real-time availability and inventory tracking.

## Non-Functional Requirements:

These requirements cover system security, compliance, availability, scalability, and usability. The system will be designed to ensure PCI DSS compliance and role-based access control.

### *Security and Compliance:*

- **PCI:** Ensure PCI DSS compliance for all payment processing activities including appropriate encryption, tokenization and application security.
- **PII:** Provide appropriate security controls and encryption of required guest profiles, payment information, and transaction history ensuring PII security.

### *System Requirements:*

- **High Availability:** Ensure high availability and fault tolerance, particularly during peak seasons.
- **Scalability:** Design the system to be scalable to accommodate future growth in guest volume and resort offerings.
- **Usability and Accessibility:** Provide a responsive user interface for online and in-person services.

## Parcel and Resident Management

The Parcel and Resident Management section defines the functional requirements required to manage parcel identification, resident verification, and the administration of recreation privileges in alignment with Ordinance 7. Key functionalities include maintaining a parcel database linked to Washoe County records, verifying ownership and eligibility, supporting tenant benefit assignment, and managing separate recreation and beach facility fees. The system will provide a self-service portal for residents to manage accounts, renew passes, and access benefits, ensuring seamless integration with external systems for ownership validation and fee tracking. These features aim to streamline administrative processes, enforce compliance, and enhance the resident experience through efficient and transparent benefit management.

### Parcel Identification and Verification

*Parcel Database:* The system will maintain a database of all parcels within the district, linked to Washoe County's property records to ensure accurate information.

*Ownership Validation:* Ability to validate ownership through integration with Washoe County's Assessor database, ensuring that only eligible parcels are assigned benefits.

- **Proof of Ownership:** Enable parcel owners to upload legal documents such as deeds or Assessor's confirmations.

*Multiple Owners:* For parcels with multiple owners, require submission of a "Agent Authorization Form" form, authorizing a single individual to manage recreation benefits on behalf of all owners.

*Agent Designation:* Any Owner listed on an approved application may designate an Agent authorizing a single individual to manage recreation benefits on behalf of the owner by filing and executing an "Agent Authorization Form".

### Eligibility for Recreation Privileges

*Eligibility Verification:* Ability to check parcel eligibility based on the Recreation Fee and Beach Facility Fee payment status, and compliance with Ordinance 7 provisions.

- **Eligible Parcels:** Limit benefits to parcels that meet Ordinance requirements for recreation privileges and Beach Access (Articles III and VII).
- **Fee Payment Check:** The system will enable verification of all property taxes, special assessments, and applicable Recreation and Beach Fees paid by October 1 of the year billed before issuing benefits (Article III Paragraph 44).

- **Tenant Eligibility:** Allow tenants with leases longer than six months to apply for recreation benefits. Validate tenancy by requiring proof of lease and residency (Article III Paragraph 40, Article IV Paragraph 51). Tenant eligibility must be approved by the parcel owner or agent.

## Self-Service Resident Portal

*Resident Account Management:* Provide residents with an online portal where they can manage their benefits, update their personal contact information, and renew passes.

- **User Registration:** Residents can register an account by submitting proof of ownership (e.g., copy of deed or Assessor’s confirmation) or proof of tenancy.
- **Account Dashboard:** The portal will display active recreation benefits, punch card balances, applicable Recreation and Beach Fees, and expiry dates of passes.
- **Renewals:** Provide residents with automated reminders for renewal of their IVGID Recreation Passes or Recreation Punch Cards.

*Recreation Pass and Punch Card Management:* Provide capabilities to allow for management of both Recreation Passes and Punch Cards.

- **Pass Issuance and Renewal:** Parcel owners (or designated Agents) can request, renew, or replace their recreation passes or punch cards online.
  - **Digital Cards:** Allow residents to receive digital versions of passes and punch cards, accessible via smartphones.
  - **Replacement Fees:** Implement an online payment system for fees associated with lost or stolen pass replacements.
- **Punch Card Balance Inquiry:** Residents can view and track their Recreation Punch Card balances in real-time, including usage history.
- **Transfer of Benefits:** Enable residents to assign benefits to family members or tenants as per Ordinance 7 guidelines.

## Online Forms and Applications

- **Online Applications:** Provide digital forms for all benefit-related applications (e.g., IVGID Recreation Pass, Assignment of Privileges, Proof of Ownership).
  - **Verification Workflow:** Enable the review process for ownership, tenancy, and family relationships based on submitted documents.

- **Assignment of Privileges:** Support the assignment of recreation benefits to family members or tenants in accordance with Ordinance 7 (Articles V and VI).

## Integration with Washoe County Systems

### *Ownership Validation*

- **Data Validation:** Integrate or enable ease of manual validation with Washoe County's Assessor's office to verify parcel ownership, ensuring the system has the latest accurate data on landowners.

### *Tax and Fee Payment Validation*

- **Property Tax and Fee:** Validate that all property taxes, Recreation Fees, and Beach Facility Fees are non-delinquent before issuing or renewing recreation benefits (Article IV, Paragraph 44).

## Assignment of Benefits

### *Family Member Assignment*

- **Family Tree Management:** Allow parcel owners to assign recreation privileges to family members based on the "Family Tree" defined in Ordinance 7 (Exhibit A).
  - **Proof of Relationship:** Require proof of relationship (e.g., birth certificates, marriage certificates) when assigning benefits to family members.
- **Assignment Rules:** Ensure assignments comply with rules about family members and tenants, preventing unauthorized assignments (Article V).

### *Tenant Assignment*

- **Tenant Management:** Allow parcel owners or agent to assign recreation privileges to tenants, ensuring tenant eligibility through lease verification.
  - **Lease Validation:** Tenants must provide a valid lease agreement of six months or more and proof of residency to receive benefits.

## Separate Management of Recreation and Beach Fees

### *Fee Structure*

- **Recreation Fee:** The system will apply the Recreation Fee to all eligible parcels for access to general recreational facilities such as golf courses, ski facilities, and recreation centers, excluding beach access.



- **Beach Facility Fee:** The system will apply the Beach Facility Fee only to parcels with Beach Access privileges, covering operational costs, capital improvements, and debt service related to beach properties (Article II, Paragraphs 14 and 25).
  - **Fee Separation:** Ensure that the Beach Facility Fee and Recreation Fee are tracked separately in the system and only applied to the parcels that are eligible for beach access under Ordinance 7.

#### *Fee Payment and Renewal*

- **Fee Payment Tracking:** Track payment status for both the Recreation and Beach Facility Fees to ensure that all applicable fees are paid before issuing or renewing recreation benefits.

#### *Privilege Suspension*

- **Privilege Suspension:** Ability to suspend or revoke privileges within the system due to misconduct per Ordinance 7(Article XI, Paragraph 100.)
- **Delinquent Fees:** Ability to suspend recreation and/or beach access privileges if either the Recreation or Beach Facility Fee is delinquent.

### Reporting and Analytics

#### *Resident and Parcel Reporting*

- **Resident Reports:** Provide reports on active passes, upcoming expirations, and benefits assigned to family members or tenants.
- **Parcel-Level Reporting:** Track recreation privileges by parcel, showing historical usage of passes and punch cards, and maintain audit trails for ownership validation.

#### *Fee Reporting*

- **Fee Tracking Reports:** Generate detailed reports showing collected Recreation Fees and Beach Facility Fees, categorized by parcel eligibility and payment status.

#### *Fraud Detection*

- **Fraud Detection:** Provide reporting to identify fraudulent use of passes or punch cards, such as monitoring for unauthorized transfers of benefits or use of passes by ineligible individuals.

## Beach Access Management

The Beach Access Management section outlines system capabilities to regulate and enforce access to IVGID-managed beach facilities in accordance with Ordinance 7. Core functionalities include validating IVGID Recreation Passes and Punch Cards, managing guest access limits, facilitating punch card transactions, and supporting group reservations and watercraft launch access. The system will generate detailed utilization reports, track guest and resident access, and ensure compliance with eligibility requirements.

### Pass and Card Validation at Beach Entrances

*Pass Validation System:* Implement a digital validation system at beach entrances to verify IVGID Recreation Passes and Recreation Punch Cards in real-time, ensuring compliance with Ordinance 7's beach access rules (Article VII).

*Guest Access Management:* Ensure guests can only enter beaches if accompanied by a pass holder and pay the applicable fee or if their entire entry fee is covered by a punch card with sufficient balance.

- **Limit Guest Numbers:** Enforce the limit of 15 guests per parcel per day, as outlined in Ordinance 7 (Paragraph 73).

*Guest Identification and Tracking:* Provide the functionality to assign and capture guest identification for each guest access.

### Punch Card Usage for Beach Access

*Punch Card Transactions:* Deduct the appropriate fee from Recreation Punch Cards for each guest's beach access, with real-time updates to card balances (Article VIII).

*Punch Card Payment:* Restrict the payment of Beach Access to Punch Cards with value associated to Beach Facility Fees.

### Group Picnic Reservations and Access

*Group Reservations:* Provide functionality to book and reserve group picnic areas for Pass Holders with Beach Access.

### Watercraft Launch Access

*Watercraft Launch Restrictions:* Limit watercraft launching fees to Pass Holders with Beach Access or deduct applicable fees from Punch Card Holders with Beach Access.

## Reporting and Analytics

*Beach Utilization Reporting:* Generate detailed beach access reports based on access type, payment type, beach location, parcel and guest utilization.

## Resort Management of Diamond Peak

The purpose of this section is to outline system capabilities necessary to manage guest interactions, maintain accurate customer records, enforce access control measures, and support operational processes across various touchpoints at Diamond Peak. The requirements outlined here will enable IVGID to offer enhanced guest services, improve operational efficiency, and gain actionable insights into business performance.

### Access Control and Ticketing

The access control system will handle all aspects of guest access to Diamond Peak, including sales and validation of single- and multi-day tickets, season passes, and special event tickets. It will integrate with RFID-enabled gates for seamless entry and real-time synchronization of pass status.

#### *Ticket Sales and Pass Management:*

- Support for online and in-person ticket sales, including day tickets, multi-day passes, and season passes.
- Direct to lift capabilities with autocharge functionality.

#### *Pass Holder Benefits:*

- Configure and validate benefits for season pass holders.
- Track and manage guest benefits to prevent unauthorized use.
- Ability for card on file, pass based purchasing.

#### *Access Control Integration:*

- Validate tickets and passes at all entry points using RFID-enabled access gates.
- Real-time synchronization of pass holder status.

#### *Pricing and Promotions:*

- Enable pricing models based on demand, season, and booking time.
- Manage voucher codes, discounts, and group ticketing options.
- Support inventory controlled 'flash sale' pricing.

#### *Guest Self-Service:*

- Provide self-service kiosks for ticket purchases and pick-up at key resort locations.
- Enable guests and residents to reload existing tickets or passes using online services.



## Ski and Ride School Management

Ski and Ride School Management will support the scheduling, booking, and management of ski and snowboard lessons. It will manage instructor availability, class rosters, and lesson history, optimizing lesson delivery for guests and ensuring efficient resource use.

### *Lesson Scheduling and Booking:*

The Ski and Ride School system will support a variety of lesson types, catering to guests' preferences and optimizing instructor availability:

- **Booking for Lesson Types:** The system will allow guests to book private lessons, group lessons, and multi-day programs, with options for online or in-person registration. Availability for each lesson type will be displayed in real-time, showing open spots, instructor assignment, and session times.
- **General Lesson Requirements:** Ability to define and capture specific lesson requirements, participant names, ability levels, ages, or any additional notes based.
- **Product Driven Lesson Requirements:** Dependent on individual lesson types being purchased, require capture of product unique requirements such as emergency contact, parent/guardian, regular/goofy snowboard, or other as required.
- **Instructor Scheduling by Skill Level and Availability:** The system will enable scheduling of instructors based on their specific skill levels and expertise, as well as real-time availability. When guests book lessons, the system will facilitate the assignment an instructor who meets the lesson type's requirements (e.g., beginner, intermediate, or advanced skiing or snowboarding) and is available during the desired time.

### *Class Management:*

The system will streamline class organization, tracking, and reporting for effective class management:

- **Class Roster Management:** Class rosters will be generated and managed in the system, detailing guest names, ages, skill levels, and special requirements for each class. The system will automatically update rosters when new guests book or cancel, ensuring accurate class lists.
- **Lesson History Tracking:** For returning guests, the system will track lesson history, including previous instructors, lesson types, progress notes, and skill evaluations.

### *Resource Allocation and Instructor Management:*

Efficient resource allocation and instructor management will ensure classes are optimally staffed and instructors' schedules are managed effectively:

- **Instructor Allocation:** Enable instructors to be assigned to lessons based on their skill set, guest requirements, and lesson type (e.g., children’s ski lessons, adult beginner snowboarding). The system will prioritize instructors who match the guests’ needs and maintain balanced workloads.
- **Instructor Profile Management:** The system will maintain profiles for each instructor, capturing certifications, skills, experience, and any specializations (e.g., children’s, seniors, freestyle, adaptive skiing). This information will guide the allocation of instructors to appropriate lessons.
- **Instructor Availability and Multi-Class Assignment:** Instructors’ availability will be tracked in real-time, allowing them to be assigned to multiple classes without scheduling conflicts. The system will support adjustments if instructors need to be reallocated due to cancellations or schedule changes.
- **Intuitive Scheduling Interface:** The system will provide a scheduling interface for administrators, allowing easy viewing and adjustment of instructor and guest assignments. Filters for availability, skill level, and lesson type will simplify the scheduling process.
- **Instructor Ranking:** Provide the capability to configure instructor ranking algorithms to provide a ranked instructor list for priority booking.
- **Instructor Schedule Access:** Instructors will have access to view their schedules, rosters, and class details through a secure portal, helping them prepare for their lessons and manage their time effectively.

#### *Payroll Management & Integration:*

The Ski and Ride School system will support accurate and timely payroll calculations based on instructor schedules and performance incentives:

- **Payroll Calculation by Task and Assignment:** The system will capture detailed data on instructor hours, lesson assignments, and any additional tasks to calculate payroll. Incentive-based pay (e.g., based on the number of sessions taught or positive guest feedback) will also be tracked and applied as appropriate.
- **Pay increase:** Based on the number of hours taught, allow for hourly base rate pay increases to be actioned, on the following pay period.
- **Payroll Integration with Tyler Munis:** Payroll calculations and records will be integrated with Tyler Munis’s payroll system, ensuring smooth payroll processing and compliance with organizational payroll policies. This integration will include exporting payroll data and generating reports.

## Rental Management

The rental system will track and manage equipment inventory, provide for equipment reservations, and facilitate efficient rental check-out and return processes. It will include advanced features like equipment configuration based on guest profile data and serialized tracking for rental assets.

*Rental Inventory Management:* The rental system will manage inventory for various types of rental equipment, such as skis, snowboards, boots, helmets, and safety gear. Key functionalities include:

- **Inventory Tracking:** The system will maintain a detailed inventory record for each type of rental equipment, including current stock levels, location, and condition (new, in-use, under maintenance, or damaged).
- **Equipment testing:** Ability to capture equipment testing per piece of equipment and only allow for tested equipment to be rented.
- **Serialized Equipment Tracking:** Each piece of equipment will have a unique identifier (e.g., serial number or barcode) to allow for precise tracking, usage history, and maintenance records. Serialized tracking ensures each item can be monitored for wear, maintenance schedules, and guest usage.

*Rental Booking and Check-Out:* The system will support efficient rental reservations, order processing, and check-out/check-in workflows.

- **Reservation Capabilities:** Guests will be able to make reservations for equipment online or in person. The system should display real-time availability for each equipment type, ensuring guests are only able to reserve items that are in stock.
- **Customer Sign-In and Order Fulfillment:** The system will allow guests to sign in at rental locations, either via online pre-registration or an on-site kiosk. Upon check-in, the system should retrieve the guest's reservation details, linking them to the selected equipment for fast processing.
- **Check-Out and Return Process:** The system will track equipment check-out and return times, ensuring accurate availability and tracking of all items. Serialized tracking will allow staff to scan equipment for streamlined check-out and return processing, reducing errors and verifying accurate equipment assignment.

*Rental Technician Station:* The rental system will support rental technicians with an interface to assign, configure, and adjust equipment based on guest profiles and preferences.

- **Guest Profile-Based Equipment Assignment:** Technicians will have access to guest profiles, including key data such as height, weight, skill level, and preferences. Based on this information, the system should recommend specific equipment sizes, types, and configurations, allowing for customization by the technician.
- **Equipment Configuration Settings:** The system will enable technicians to configure equipment settings for skis, snowboards, and bindings. For example:
  - **Ski Settings:** Adjust ski length and binding release settings according to industry safety standards and guest specifications.
  - **Snowboard Settings:** Select appropriate snowboard length for guest skill and preference.
  - **Boot Size:** Ensure boot sizes are matched accurately to each guest based on stored profile data.
- **Barcode Scanning for Equipment Assignment:** To streamline the process, the system will support barcode scanning for each equipment item, ensuring the correct piece is assigned and linked to the guest's rental session. Scanning will reduce human error, facilitate faster processing, and improve the accuracy of assignments and returns.

#### *Lost/Late Equipment Tracking:*

- Implement tracking of lost or late equipment with guest notifications and fees, nice to have: automation of notification and automatic billing.

## Locker management

*Locker management:* Provide capabilities to transact annual fees for lockers with assignment of lockers to individual residents.

*Renewals:* Provide renewal process to allow for renewal period before inventory is released.

*Waitlist:* Ability to create and maintain waitlists.

## E-commerce and Online Services

This module will support online ticket sales, rental reservations, and lesson bookings, enabling guests to purchase and reserve services before arriving at Diamond Peak. It will also provide an online portal for guest account management, facilitating a more streamlined and self-service experience.



*Online Ticket Sales:*

- Enable online purchase and delivery of tickets and passes.
- Enable online verification and discounted ticket purchase for IVGID Picture Pass holders.
- Restrict resident season pass holders from purchasing resident priced tickets.

*Online Rental Reservations:*

- Allow guests to pre-book rental equipment, specifying preferred pick-up locations.
- Ability to capture required guest information prior to lesson date.

*Online Lesson Booking:*

- Provide a user-friendly interface for guests to view and book group lessons, private lessons, and seasonal programs.
- Ability to capture required guest information prior to lesson date.

*Account and Profile Management:*

- Integrate with resort-wide guest profiles for unified login, profile management.
- Allow guests to view transaction history.

## Reporting and Analytics

*Lesson Booking Detail:* Ski and Ride School lessons by product type/group, request details.

*Instructor Scheduling:* Provide individualized and summary instructor scheduling reporting.

*Online Rental Reports:* Online rental information and potential pre-arrival details to facilitate rental assignment and fulfillment.

*Overdue Rentals:* Overdue rental reporting providing detailed rental item and customer information.

*Rental Inventory:* Rental Inventory reports detailing product information and location.

## Parks and Recreation System

The Parks and Recreation system will support facility access, program management, facility reservations, and event management for the IVGID Recreation Center, Tennis and Pickleball Center as well as multiple parks and outdoor facility locations.

### Facility Access

*Access Products:* Ability to sell access products that control facility access and utilization.

- **Product types:** Allow for multiple types of facility access products, including:
  - Single day access
  - Term based facility access passes with capability to define term.
  - Usage based access products allowing for a specified amount of days.
- **Product Detail Requirements:** Determined by configuration and product requirements, allow or require the capture of the following customer attributes:
  - First/Last Name
  - Photo (if required)
  - DOB
  - Phone number
  - Email

*Access Control:* Provide capability for automated and self service entrance with the ability to monitor and audit usage.

- **Self Service:** Enable through the utilization of self service a mechanism for customers to validate and record entrance to facilities.
- **Authentication validation:** Provide functionality for IVGID employees to monitor and validate successful and un-successful authentications, ensuring access products are associated to the client utilizing.

### Program Management

Create, schedule, and operate youth, teen, and adult programs.

*Program Prerequisites and Requirements:* Allow for definition of program prerequisites, requiring participant prerequisites to be met prior to allowing booking of a specific program:

- Verification of specified activity(ies) already completed.

- Allow for manual approval overrides.
- Age validation on programs.
- Integration with Parcel and Resident management system to provide limited access to resident only programs and services.

*Resident Pricing:* Provide resident and non-resident pricing per program.

*Program Inventory Management:* Allow for programs to control program participation based on a set of predetermined inventory controls.

- Creation of minimum and maximum registration values
- Ability to override

*Waitlist capabilities:* Allow for capture of interested participants over the maximum inventory level.

- Provide notification on cancellation to staff regarding waitlist
- Prioritize the waitlist order by booking date

*Waiver functionality:* Enable the system to require a signed waiver for participation in specific programs.

- Online and through manual completion.
- Requirement of parent/guardian functionality for youth (under 18).
- Allow for global verification of waivers across Recreation, Golf, any Parks and Rec program, and Tennis & Pickleball.

## Facility and Field Management

*Facility Reservations:* Provide capabilities to be able to manage reservations for parks, fields, and indoor facilities.

- Hourly, partial and full day bookings.
- Require payment at time of booking.
- Manage calendar and schedules for park, field and facility availability.
- Schedule and manage community events and park activities integrated with facility schedules.

## Retail & Rental Capabilities

*Retail Sales Integration:* Ability to transact sales of retail products and apparel seamlessly to guests within the recreation facility.

*Inventory Tracking:* Implement a system to manage inventory allowing for accurate tracking of retail sales, stock levels, and reorder triggers.

- Allow for efficient tracking and transfer of inventory between multiple locations.
- Provide a standard systematic manual inventory count process.

*Cost of Goods Sold:* The system should calculate the Cost of Goods Sold (COGS) for retail items at the point of sale by tracking inventory costs, including purchase price and any additional expenses. Upon each sale, COGS should automatically deduct from inventory value and record the associated cost in financial reports, enabling accurate gross profit calculations.

*Item-Specific Pricing and Discounts:* Apply member discounts on specific items for residents and parcel owners, as outlined in Ordinance 7.

*POS-Integrated Inventory Updates:* Automatically update inventory in real-time with every transaction to ensure accurate stock availability and prevent over-sales.

*Transaction Return and Refunds:* Allow for lookup and transaction search by original receipt, returning inventory and providing original sale price.

*Rental Equipment:* Provide the ability to sell and track rental equipment products.

## Storage facility management

*Storage management:* Provide capabilities to transact annual storage fees for kayaks and paddleboards with assignment of storage locations to individual residents.

*Renewals:* Provide renewal process to allow for renewal period before inventory is released.

*Waitlist:* Ability to create and maintain waitlists.

## Lesson Scheduling and Booking

*Private Instruction:* Support booking for private lessons, instruction or personal training.

*Schedule Management:* No current need to manage schedules for private instruction or personal training.

*Payroll reconciliation:* Ensure private instruction bookings are able to be reconciled to validate private instructor payroll requirements.

## Online Services

*Online booking:* Provide a self-service portal for residents and guests to register, purchase passes, and access exclusive programs.



- Enable filtering or limited access to specific programs based on parcel benefit type.
- Provide pricing based on Passholder/Non-Passholder.
- Allow for online signup for programs with waitlists.
- Provide capability to cancel online, dependent on ability to auto assign waitlist guests to programs or create notification to staff that a cancellation has occurred on a waitlisted program.

## Reporting and Analytics

*Program Registration:* Provide details on participants per program and program category.

*Cancellation Reporting:* Detailed cancellation reporting to allow for analysis of booked but cancelled programs.

*Resident/Non-resident Registration:* Provide breakdown of program registration and participation by customer type.

*Facility Usage:* Product detail reporting based on access and customer type.

## Golf Course Management System

This section outlines the functional requirements for the POS system to support IVGID's golf course operations at both the Mountain and Championship Courses. The purpose is to establish a system that integrates financial, inventory, and customer management processes to streamline operations, enhance user experience, and comply with Ordinance 7 guidelines for recreation privileges.

### Tee-Time Booking and Scheduling

*Multi-Channel Booking:* Allow for booking and scheduling via multiple sales channels.

- **Online Reservations:** Enable online booking through a user-friendly interface, accessible via desktop and mobile devices.
- **Restricted Online Pass Holder Booking:** Provide the capability to validate Recreation Pass Holders to access Pass Holder rates and booking entitlements.
- **Phone and In-Person Reservations:** Provide staff with tools to make reservations over the phone or at the clubhouse, integrating these bookings into the same system to prevent double-booking.

*Flexible Product Management, Pricing and Discounting:*

- **Resident, Guest and Non-Resident Pricing:** Apply differential pricing based on customer profile. Eligible residents should receive discounted rates, and the system must support tiered pricing for residents, guests of residents and non-residents.
- **Booking Restrictions:** Enable different parameters for resident and non-resident bookings.
- **Play Pass:**
  - Restrict purchase of standard Play Passes to IVGID Recreation Pass holders only.
  - Allow for configuration of multiple types of Play Passes which are either set number of rounds, or unlimited season access in both unrestricted time of day, or afternoon only.
  - Allow purchase of Junior or College Play Passes based on IVGID prerequisites.
- **Pre-book fees:** Allow for the system to differentiate between residents and non-residents to apply appropriate additional, non-refundable pre-book fee based on pre-booking outside of a specified time period.

- **Dynamic Pricing:** Enable dynamic pricing adjustments based on demand, time of day, season, or special promotions.
- **Rental Products:** Allow for sale and tracking of rental equipment.
- **Group Booking Discounts:** Allow group discounts, package pricing for corporate events, or bulk booking discounts (e.g., booking multiple tee times).

#### *Tee Sheet Management:*

- **Real-Time Availability:** Display tee-time availability across both courses, updating in real-time for both online and in-person bookings.
- **Cancellation Policy Enforcement:** Allow for penalties or fees for late cancellations or no-shows according to policy, differentiating between residents, guests, and non-residents. Automation of penalties or fees would be a nice to have.
- **Tournaments and Clubs:** Allow for tee sheet management and scheduling of tournaments, as well as regular blocking of tee times for IVIGID club play.
- **Seasonal Tee Sheet:** Enable the setup of the tee sheet to accommodate seasonal variations and adjust the format to match the day's play requirements.
- **Group booking:** Allow for booking of groups in a single booking vs associating individual bookings in the tee sheet.
- **Group booking:** Allow for booking of groups in a single booking vs associating individual bookings in the tee sheet.

## Customer and Resident Management

*Resident Profile Integration:* The POS must identify IVGID parcel owners and residents with eligibility for recreation passes or punch cards, applying discounts per Ordinance 7 guidelines.

*Unified Customer Record:* Implement a master customer record integrating across IVGID venues to track customer and member profiles, preferences, transaction history, and restrictions.

*Ordinance Compliance:* Ensure recreation privileges are tracked accurately per Ordinance 7, allowing only eligible members and their guests access to specific rates and services.

*Play Pass Utilization:* Track and provide capability of providing online visibility of Play Pass utilization to residents.

*Play Pass Renewal:* Enable pass renewals based on residency status, expiration dates, and other IVGID-established eligibility criteria.

## Transaction Processing and Payment Handling

*Play Pass:* Allow Play Pass purchases to be used based on the remaining pre-purchased rounds tied to the Play Pass, with restrictions applied by course and time of day.

## Retail Sales & Inventory Management

*Retail Sales Integration:* Ability to transact sales of golf equipment and apparel seamlessly to guests within the Golf Shop transaction process.

*Pro-Shop Inventory Tracking:* Implement a system to manage pro-shop inventory for both golf courses, allowing for accurate tracking of retail sales, stock levels, and reorder triggers.

- Allow for efficient tracking and transfer of inventory between multiple locations.
- Provide a standard systematic manual inventory count process.

*Cost of Goods Sold:* The system should calculate the Cost of Goods Sold (COGS) for retail items at the point of sale by tracking inventory costs, including purchase price and any additional expenses. Upon each sale, COGS should automatically deduct from inventory value and record the associated cost in financial reports, enabling accurate gross profit calculations.

*Item-Specific Pricing and Discounts:* Apply member discounts on specific pro-shop items for residents and parcel owners, as outlined in Ordinance 7.

*POS-Integrated Inventory Updates:* Automatically update inventory in real-time with every transaction to ensure accurate stock availability and prevent over-sales.

*Transaction Return and Refunds:* Allow look-up and transaction search by original receipt, returning inventory and providing original sale price.

*Online Sales:* Enable online sales for hard and soft goods.

## Waiver Management

*Rental Equipment & Golf Carts:* Ability to capture and assign waivers for golf cart or club rentals.

## Reporting and Analytics

*Daily and Periodic Sales Reports:* Generate daily, monthly, and yearly reports for golf rounds, play passes, pro-shop sales, and other revenue streams, with segmentation by resident and non-resident categories.

*Play Pass Utilization:* Provide reporting capabilities to manage play pass revenue allocation.



*Customer Usage Reports:* Track customer usage data to understand high-use times and customer demographics, supporting targeted marketing and pricing strategies.

- Ability to track number of tee time bookings, cancellations and tee sheet abuse by individuals.

*Financial Reconciliation Reports:* Provide detailed reports that support financial reconciliation with the Tyler Munis ERP system, including transaction records, inventory adjustments, and discount applications.

*Cost of Goods Sold:* Provide comprehensive reporting capabilities to support Cost of Goods Sold (COGS) analysis, enabling users to view and evaluate COGS across various dimensions, such as time period, product category, and location. Reports must include metrics like total sales, total COGS, gross profit, and profit margins, with options for filtering and drilling down by specific items or departments.

*Performance Dashboards:* Implement BI dashboards to monitor KPIs for course occupancy, peak times, revenue per booking, and resident versus non-resident participation.

## System Integrations

*ERP Integration with Tyler Munis:* Establish data pipelines for secure data exchange between the POS system and Tyler Munis, minimizing data duplication and manual entry.

*Driving Range:* Enable integration of native solution to process driving range products.

*Online Booking Integration:* Enable API integration with GolfNow or similar online booking platforms for non-resident bookings, updating availability in real-time.

*Customer Relationship Management (CRM):* Link with IVGID's CRM or master customer record to maintain updated contact details, resident status, and transaction history across venues.

*E-commerce Platform:* Support an integrated e-commerce solution to enable online sale of play passes and exclusive resident offerings.

## Food & Beverage POS System

This section outlines the functional requirements for IVGID's Food and Beverage (F&B) operations across Diamond Peak, Golf Course operations including beverage carts and Beach quick-service locations, as well as Events and Catering operations. The requirements aim to optimize POS functionalities for order processing and payment processing to ensure an efficient and seamless guest experience.

### Application Access and Security

*User Authentication and Role-Based Access:* Implement role-based access control within the POS system to prevent unauthorized access. Define user roles for cashier, supervisor, and admin levels, with appropriate permissions for each.

*PCI Compliance for Payment Security:* Ensure compliance with PCI-DSS standards, including secure storage and tokenization of card-on-file information, encrypted transactions, and routine security audits.

*Resident Pass Verification for Compliance:* Integrate resident pass verification into the POS system to automatically check eligibility for discounts, ensuring only eligible residents receive Ordinance 7 privileges.

### Order Processing and Management

*Point-of-Sale Interface:* Provide an intuitive POS interface for quick order entry, which allows staff to efficiently handle high-demand periods and accurately process both resident and non-resident orders.

*Customizable Menu Management:* Enable menu customization for each location (Diamond Peak, golf course, beach, and beverage cart), allowing for item availability updates and location-specific pricing.

*Customer Verified Pricing:* Automate pricing adjustments based on customer profile validation, residents/non-residents, pass holders, employees or other as required. The system should apply discounts or specific pricing for residents per Ordinance 7 requirements.

*Mobile POS Capability:* Mobile POS devices that integrate with the central POS system, enabling order processing and inventory updates for all locations.

*Table Management:* Allow for the creation and management of tables to be utilized to assign checks to specific tables.

*Seat Management:* Provide functionality to assign items on each check or table to a assigned seat, tracking order information to seat.

*Split/Merge Checks:* Allow for checks to be either split, organized by seat, shared by number of guests or by a specific number. Additionally, provide the capability to combine multiple checks into a single bill.

*Kitchen and Bar Service Orders:* Allow order entry on workstations or devices that sync to kitchen and bar printers as defined by product.

## Golf Beverage Cart Service

*Mobile POS Capability:* Equip beverage carts with mobile POS devices that integrate with the central POS system, enabling order processing and inventory updates.

*Cashless Transactions:* Enable cashless payments (card-on-file, NFC, EMV) to streamline transactions on the move. Ensure all payments are linked to customer accounts and synchronized with the central POS system for reporting.

*Resident Pass Validation:* Validate resident passes directly on the cart POS to apply eligible discounts, ensuring compliance with IVGID's pricing structure and customer verification requirements.

## Quick Service Operations at Beach Locations

*Quick Service:* Provide easy use functionality for processing of common items and payment processing.

*Menu Configuration:* Allow easy setup of seasonal menu items and pricing updates based on high-demand summer periods, facilitating quick adjustments to inventory and pricing.

*Resident Pass Validation:* Validate resident passes directly on the cart POS to apply eligible discounts, ensuring compliance with IVGID's pricing structure and customer verification requirements.

*Kitchen and Bar Service Orders:* Allow order entry on workstations or devices that sync to kitchen and bar printers as defined by product.

## Quick Service Operations at Diamond Peak

*Quick Service:* Provide easy use functionality for processing of common items and payment processing.

*Menu Configuration:* Allow easy setup of seasonal menu items and pricing updates based on high-demand summer periods, facilitating quick adjustments to inventory and pricing.

*Resident Pass Validation:* Validate resident passes directly on the cart POS to apply eligible discounts, ensuring compliance with IVGID's pricing structure and customer verification requirements.

*Location Based Season Pass Discounting:* Validate season pass holder discounts directly on the cart POS to apply eligible discounts.

*Kitchen and Bar Service Orders:* Allow order entry on workstations or devices that sync to kitchen and bar printers as defined by product.

## Catering and Events Management

The Food & Beverage POS system will include functionality or integration to support catering and event services at IVGID locations, ensuring seamless management of event-specific orders, billing, and service delivery for both private and public events. This section covers the requirements specific to catering and event operations, from booking and order customization to billing and reporting.

### *Event Booking and Customization*

- **Customizable Menus for Events:** Enable custom menu options for events, allowing specific items to be selected and priced according to the event package. Menus should support guest preferences or dietary restrictions and facilitate pre-ordering for specific headcounts.
- **Event Scheduling and Booking:** The system will support advanced booking for catering and event services, allowing staff to reserve dates and times for events, assign staff and resources, and block out booked locations to avoid scheduling conflicts.
- **Sales Management:** CRM functionality to track and manage leads, collect website leads through lead sources and type and create and manage sales pipelines.

### *Order Processing and Service Delivery*

- **POS Utilization for Event Service:** The system will allow catering staff to process transactions directly through the POS system at event venues, allowing for integration or consolidation of event billing.
- **Inventory integration:** Ensure any catering sales are integrated into overall Food and Beverage COGS/inventory management.
- **Mobile Service Options:** Support mobile POS capabilities for events held at outdoor or remote locations, ensuring that all food and beverage transactions are accurately recorded and tracked for seamless service and billing.

### *Billing and Invoicing*

- **Event-Specific Billing:** Generate consolidated bills specific to each event, detailing pre-ordered items, on-demand additions, and any applied service fees or gratuities.



Bills will include service charge calculations and itemized charges based on the menu and services selected.

- **Deposit and Payment Tracking:** Track deposits and payments made by event organizers, with the ability to set up payment schedules or due dates as required. The system should automatically update the account balance as payments are made and reflect any outstanding amounts in the final invoice.
- **Discounts and Package Pricing:** Apply any agreed-upon package pricing or discounts (e.g., bulk booking rates, resident discounts) to the event bill. The system should ensure compliance with IVGID discount policies while allowing flexible pricing arrangements for group bookings.

## Transaction Processing and Payment Handling

*Payment Processor Integration:* Enable integration with a single payment processor that supports various payment methods, including NFC, EMV, and card-on-file, ensuring PCI compliance.

*Card-on-File and Cashless Payments:* Support card-on-file and cashless payment methods for convenience, particularly for residents with stored payment profiles. Ensure residents can link passes to their accounts to streamline charges.

*Tip and Split Payment Options:* Allow for tip adjustments and split payments within a single transaction for group or family orders.

*Open Tabs and Group Billing:* Provide the capability to create open sales orders and maintain an open tab for groups or events.

*Bill to Account:* Allow for orders and tabs to be billed to an account.

*Automated Discounts and Promotions:* Implement discounts and promotions that can be configured for specific customer groups (residents, guests, tournaments) and applied with verification at checkout.

## Reporting and Analytics

*Location-Based Sales Reports:* Generate detailed revenue reports by service location (e.g., Diamond Peak, Mountain Golf Course, Championship Golf Course, beach locations, and mobile beverage carts). Each report will provide itemized revenue, total sales, and transaction counts for each location, helping to evaluate the profitability and performance of specific service points.

*Product and Category Sales Performance:* Track sales by product category (e.g., beverages, snacks, meals) and by individual items to identify high-demand products. Reports will

include metrics such as units sold, total revenue, and profit margins, allowing F&B management to adjust menu offerings and stock levels to align with customer demand.

*Daily Transaction Summaries:* Generate daily transaction reports that summarize total sales, payment types, and transaction volume, segmented by location. Each summary will provide a comprehensive view of daily performance for efficient reconciliation.

*Cost of Goods Sold (COGS):* Generate accurate sales and inventory data integrated with Tyler Munis, F&B Inventory tracking software, or Business Intelligence toolsets, ensuring precise calculations of true COGS for reliable financial reporting and analysis.

*Customer Preferences and Spending Trends:* Analyze POS data to identify guest preferences, such as top-selling items, peak service times, and average spend per transaction. These insights will help refine menu options, pricing strategies, and promotional planning, ensuring F&B services align with customer demand.

*Seasonal and Demand-Based Insights:* Capture data on seasonally popular items, service preferences, and demand trends to support targeted seasonal adjustments for ski, golf and beach locations. This report will guide decisions on staffing, inventory levels, and product offerings during peak and off-peak periods.

*Event-Specific Revenue Reports:* Provide detailed revenue reports for catering and events, segmented by event type, date, and location. These reports will include itemized breakdowns of revenue for pre-ordered and on-demand items, enabling in-depth analysis of event profitability and performance.

*Cost Analysis for Catering and Events:* Track all costs associated with catering events, including food, beverage, labor, and supplies. Cost reports will assist in monitoring profit margins for each event, identifying areas for cost savings, and evaluating the effectiveness of catering pricing structures.

## Business Intelligence (BI)

The Business Intelligence (BI) component of the IVGID POS system will centralize and transform data from multiple operational areas into actionable insights, empowering IVGID leadership and staff to make informed, data-driven decisions. The BI system will support data consolidation from various systems, including POS, CRM, financial, and parcel management, into a unified data warehouse. Through interactive dashboards, detailed financial and customer analytics, and compliance reporting, BI will provide visibility into operational performance and customer engagement across all IVGID facilities. Advanced analytics, such as predictive modeling for facility demand and revenue forecasting, will enable proactive resource allocation and financial planning. With secure, role-based access, ad hoc reporting, and compliance with data governance standards, the BI system will enhance IVGID's ability to optimize operations, improve customer satisfaction, and meet regulatory requirements.

### Reporting and Analytics Distribution

*Automated Reporting:* Provide automation of distribution of reports to appropriate roles.

- Schedule reports to be distributed via email or accessible in the BI portal.
- Customize report formats for different roles (e.g., executive summaries, detailed analyses).

*Mobile Accessibility:* Enable mobile access to BI reporting, with simple and effective navigation and usability.

- Provide a mobile-friendly BI portal for access to dashboards and reports on mobile devices.
- Ensure interactivity and easy navigation for mobile analysis.

### Data Consolidation and Integration

*Unified Data Warehouse:* Establish a centralized data repository that aggregates data from all IVGID systems (POS, CRM, parcel management, financial systems).

- Collect and store data from multiple sources, including POS transactions, resident records, golf and recreation activities, and customer profiles.
- Integrate data from third-party systems (e.g., Tyler Munis ERP, Resident Records, peripheral relevant data sources such as weather data) to ensure comprehensive data capture.
- Support secure ETL (Extract, Transform, Load) processes for nightly or real-time data updates, minimizing latency for reports and dashboards.

- Enable robust data quality checks and validation routines to ensure data consistency across systems.

*Data Standardization and Governance:* Apply consistent data standards and governance practices to maintain data integrity across the BI platform.

- Define standard data formats, naming conventions, and data types to maintain uniformity across datasets.
- Implement data governance rules to ensure that sensitive information, such as resident data and payment information, is securely managed and complies with regulatory standards (e.g., PCI-DSS).
- Provide an audit trail for data access and changes, enabling compliance tracking and data lineage visibility.

## Reporting and Dashboards

*Operational Dashboards:* Develop interactive dashboards for real-time visibility into daily operations across IVGID facilities.

- Provide operational metrics such as facility utilization rates, sales volumes, pass usage, and customer demographics.
- Allow users to filter data by facility, date range, customer type (resident vs. non-resident), and other relevant parameters.
- Display visualizations, including bar charts, line graphs, and heat maps, for quick analysis and trend spotting.
- Implement drill-down capabilities to explore metrics in greater detail and identify specific drivers behind operational trends.

*Financial Performance Reporting:* Generate financial reports to monitor revenue, expenses, and profitability by department and service area.

- Track daily, monthly, and annual revenue across golf, recreation, food and beverage, retail, and other IVGID services.
- Include cost of goods sold (COGS) calculations for retail and food & beverage services.
- Allow export options for financial summaries in standard formats (e.g., Excel, PDF) for reporting to external stakeholders and audits.



*Customer and Usage Analytics:* Produce reports on customer behavior, usage patterns, and engagement metrics across IVGID's services.

- Provide insights into customer demographics, frequency of visits, and facility usage rates by resident and non-resident segments.
- Track program participation, event attendance, and seasonal trends to support targeted marketing and resource allocation.
- Enable segmentation reporting to compare resident and non-resident engagement and spending.
- Offer insights into high-demand programs, peak facility usage times, and repeat customer patterns to aid in operational planning.

*Compliance and Ordinance 7 Reporting:* Ensure IVGID's compliance with Ordinance 7 and other regulatory requirements through tailored reporting.

- Track recreation privileges for eligible parcels, verifying compliance with Ordinance 7 guidelines on parcel ownership, residency, and tenant eligibility.
- Produce reports on parcel-level fees and eligibility status, allowing IVGID to audit fee compliance and resident privileges.
- Enable system-wide tracking of any exceptions or changes to resident benefits to maintain accurate reporting of Ordinance adherence.
- Provide an interface for administrators to easily retrieve parcel and resident eligibility records for compliance audits.

## Advanced Analytics and Predictive Modeling

*Predictive Analytics for Facility Demand:* Forecast facility usage and demand for better resource allocation and service planning.

- Utilize historical data on facility access, weather patterns, seasonal trends, and special events to predict demand.
- Generate forecasts on expected occupancy, program participation, and ticket sales to optimize staffing and resource allocation.
- Identify potential peak times and high-traffic periods to assist in scheduling, inventory management, and equipment maintenance.

*Revenue and Spend Forecasting:* Forecast revenue and spending patterns to support budgeting and financial planning.

- Apply predictive models to historical revenue data segmented by resident and non-resident spending.
- Generate projections on monthly and annual revenue for different services, including golf, ski, recreation services, food and beverage, and retail.
- Create models that account for various factors, such as pricing changes, customer demographics, and economic conditions.
- Display revenue forecasts alongside budget targets, enabling financial decision-making with real-time projections.

*Customer Retention and Attrition Analysis:* Identify trends in customer retention and attrition to improve customer relationship management.

- Track the frequency of visits, benefit usage, and service renewals to identify high-retention customer segments.
- Apply machine learning models to flag customers with a high likelihood of attrition based on decreased usage or declining engagement.
- Provide retention rate insights by program type and customer profile (e.g., age group, resident status).
- Recommend targeted engagement strategies to reduce attrition and increase loyalty among high-value customers.

## Self-Service and Ad Hoc Reporting

*Self-Service BI Portal:* Provide a self-service reporting portal for IVGID staff to create and customize reports on demand.

- Allow authorized users to build custom reports with a drag-and-drop interface, selecting metrics, filters, and visualizations.
- Enable secure access control to ensure that only users with appropriate permissions can view or create reports.
- Provide templates for commonly used reports, such as daily revenue, facility access, and customer demographics.

*Advanced Data Querying and Exporting:* Enable advanced data querying and export capabilities for in-depth data analysis.

- Allow users to execute SQL-based queries for detailed and customized data retrieval.
- Support exporting of data into various formats (e.g., CSV, Excel) for offline analysis or integration with other systems.

## Data Security and Compliance in BI

*Data Access and Privacy Controls:* Enforce strict data security protocols for all BI data and reports to ensure data privacy.

- Implement role-based access controls, ensuring that users only have access to data and reports necessary for their role.
- Apply data masking or encryption for sensitive fields (e.g., personally identifiable information, financial details) in reports.
- Provide audit logs for all data access and report generation activities to monitor and enforce compliance with data policies.
- Maintain PCI-DSS compliance for any payment-related reporting and data storage.

*Compliance with Data Retention Policies:* Ensure that data retention and deletion policies align with regulatory requirements and internal guidelines.

- Define data retention periods based on data type and regulatory guidelines, ensuring no unnecessary data retention.
- Automate data archiving and deletion processes according to defined policies.
- Support reporting on historical data within permitted retention periods, ensuring data availability for compliance audits.
- Provide clear documentation and tracking for data management practices, aligning with IVGID's data governance policies.

## CRM Functional Requirements

The Customer Relationship Management (CRM) system is central to enhancing IVGID's operations by enabling seamless customer interactions, unified data management, and tailored guest experiences. Below are CRM-specific requirements that integrate with IVGID's POS system, minimizing duplication of existing functionalities.

### Unified Customer Profiles

*Master Customer Record:* Create a single, unified profile for each customer that consolidates data across all IVGID systems, including:

- **Basic Details:** Name, DOB, address, email, phone number.
- **Resident Status:** Integration with Ordinance 7 databases to validate residency and parcel eligibility.
- **Transaction History:** All purchase and activity history, including rentals, lessons, passes, and F&B transactions.
- **Products and Benefits:** Details of current recreation passes, punch cards, play passes, and recreation privileges.

*Duplicate Profile Resolution:* Implement mechanisms for identifying and merging duplicate profiles across POS and CRM systems.

### Customer Communication Management

*Notifications:* Enable CRM to send automated or manual communications, including:

- IVGID facility information, closures or notifications.
- Booking confirmations and reminders.
- Membership renewal reminders.
- Benefit usage updates (e.g., punch card balances).

*Targeted Marketing:* Use CRM data for personalized marketing campaigns based on:

- Past purchases.
- Seasonal trends.
- Resident and guest segmentation.

*Communication History:* Track all customer interactions, including emails, calls, and in-person service notes.



## Resident and Guest Segmentation

*Resident/Non-Resident Classification:* Automate the identification of residents and non-residents for pricing, eligibility, and benefit application in real time.

*Customer Segmentation:* Categorize customers based on attributes such as:

- Resident/Non-Resident.
- Employee.
- Pass Holder types (e.g., golf, ski, recreation).
- Activity patterns (e.g., frequent visitors, seasonal users).

*Custom Tags and Notes:* Allow staff to add custom notes or tags to profiles for enhanced personalization and service.

## Data Integration Across Systems

*POS and CRM Synchronization:* Ensure seamless data sharing between the POS and CRM systems, covering:

- Updates for profile changes, membership renewals, and benefit usage.
- Synchronization of purchase history and benefits, such as punch card balances.

*E-Commerce and Online Portals:* Link CRM with online booking systems, enabling customers to view and update their profiles, transactions, and benefits.

## Advanced Analytics and Insights

*Customer Behavior Analytics:* Provide insights into customer behavior, including:

- Spending patterns by location and service.
- Peak activity times.
- Program or facility utilization rates.

*Loyalty Tracking:* Analyze customer retention rates and high-value customer segments to guide loyalty programs.

*Attrition Alerts:* Leverage analytics to identify customers at risk of disengagement based on reduced activity or spending.

SIGNATURE:

Signed by:  
  
9FCAF038DFDE4B7...  
\_\_\_\_\_  
IVGID Signature

Mike Gove  
\_\_\_\_\_  
Name (Please Print)

Director of Information Systems and Technology  
\_\_\_\_\_  
Title

1/22/2025  
\_\_\_\_\_  
Date

**MEMORANDUM**

**TO:** Board of Trustees

**FROM:** Robert W. Harrison, General Manager  
Sergio Rudin, General Counsel

**SUBJECT:** Review, Discuss and Possibly Approve Engagement Letter Agreement with Thorndal Armstrong, PC

**RELATED DISTRICT POLICY, PRACTICES, RESOLUTIONS or ORDINANCES:** Policy 3.1.0, Section 0.5(g)  
IVGID Policy and Procedure No. 098 - Resolution 495

**DATE:** March 12, 2025

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**I. RECOMMENDATION**

The Board of Trustees make a motion to approve the engagement with Thorndal Armstrong, PC for defense of litigation filed against the District in *Timothy L. Taggard v. Karen Crocker, Incline Village General Improvement District*, Washoe County Second Judicial District Court Case No. CV25-00452 and Authorize the District General Manager to Approve an Engagement Agreement

**II. BACKGROUND**

On February 20, 2025, Petitioner Taggart filed an ex parte application and Verified Petition for Alternative Writ of Mandamus/Prohibition (“Petition”) in the Second Judicial District Court. The Petition alleges that the District has wrongfully terminated the inclusion of free meals as part of its 55+ ski clinic program. The District denies all allegations in the Petition. Notably, there is no legal entitlement to free meals as part of the 55+ ski lessons, there are no contractual provisions promising food as part of the lessons, and food was not advertised as part of the lessons. The heavily discounted ski lesson program provides lessons for as low as \$25 per lesson.

On March 4, 2025, Judge Connie Steinhemer issued an order denying the ex parte petition, and directing that the District answer the Petition within 14 days of service on all defendants. District Policy 3.1.0 provides that “[t]he 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.”

### **III. FINANCIAL IMPACT AND BUDGET**

Work would be billed on a monthly basis at the following hourly rates:

\$225.00 per hour for partners and associates with more than five years of experience,

\$170.00 per hour for associates with less than five years of experience, and \$95.00 per hour for paralegal work.

The Board should direct the General Manager to include a not-to-exceed amount in the engagement agreement with Thorndal Armstrong, PC, in order not to exceed available budgetary resources.

### **IV. ALTERNATIVES**

If the Board does not approve retention of Thorndal Armstrong, PC, the District may need to locate alternative counsel to assist with the District’s legal defense.

### **V. ATTACHMENTS**

1. Engagement Letter

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

Approval of the Engagement of Thorndal Armstrong, PC.



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March 6, 2025

**via electronic mail only**

Sergio Rudin  
Best Best & Krieger, LLP  
500 Capitol Mall, Suite 2500  
Sacramento, CA 95814

**Re: *Timothy Taggart v. Incline Village General Improvement District and Karen Crocker***

Dear Sergio:

Please allow this letter to provide my response to your recent request to retain our services in connection with the matter of Timothy Taggart, Petitioner, v. Karen Crocker and IVGID. Pursuant to our telephone discussion on the matter, it is contemplated that our office will assist you and your firm in the defense of IVGID in this case, including with respect to the review of the District's response to Mr. Taggart's writ petition and assistance with the further defense of the case if it proceeds beyond the motion stage.

Our hourly rates for the contemplated work are as follows: \$225.00 per hour for partners and associates with more than five years of experience, \$170.00 per hour for associates with less than five years of experience, and \$95.00 per hour for paralegal work. Our hourly rates will not be increased during this project without your written consent. Costs for routine expenses such as copy costs should be minimal and will be billed separately. Copies will be billed at \$0.10 per page. Travel time will be billed at our normal hourly rate if any is required. There is no charge for mileage. No separate charge shall be made for secretarial or word processing services. This matter will be billed on a

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Attorneys also licensed to practice in  
Arizona, California, New York, North Carolina and Oregon

monthly basis.

In accordance with the applicable ethical rules, we have confirmed that we have no current actual conflicts related to this matter nor are we aware of any potential conflicts. Our firm carries errors and omissions insurance \$10,000,000/\$10,000,000. A declaration page containing information about our errors and omissions insurance policy is available upon request.

Thank you for retaining my law firm to assist IVGID with this matter. Should you need any additional information from me, please let me know.

Best regards.

Sincerely,

*/s/ Kathy Parks*

Katherine F. Parks

KFP/lb



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

**TO:** Board of Trustees

**THROUGH:** Robert Harrison  
District General Manager

**FROM:** Jessica O’Connell  
Director of Finance

**SUBJECT:** FY2025/2026 Budget Workshop #2

**DATE:** March 12, 2025

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**Introduction**

The Board of Trustees has scheduled a series of budget workshops to inform development of the District’s FY2025/2026 budget.

The first budget workshop, held on February 26, 2025, reviewed existing Board Fiscal and Budget Policies 6.1.0; 6.2.0; and 12.1.0 as well as a discussion on Rates and Fees for the Recreation Center, and Diamond Peak Venues and the draft update of the Districts 5-Year Capital Improvement Project and Financing. The second budget workshop, held on March 5, 2022, focused on a review of Group Picnic Rental; Sports Field and Tournament Rental, as well as the Park Funding and budget assumptions being applied to the budget development process.

Tonight’s budget workshop is designed to focus on the Draft Department presentations in the General Fund and Utility Fund. the workshop will cover:

- General Fund
  - General Manager
  - Legal
  - Finance Information Technology
  - Communications
  
- Utilities
  - Water
  - Sewer
  - Solid Waste
  - TWSA



### *Next Steps*

Following feedback provided by the Board of Trustees, staff will refine and adjust the draft budgets and return to the Board in late March with a draft FY2025/26 Tentative Budget, to include operating and capital budgets for FY2025/26 as well as updated Multi-Year Capital Plan.

The Board is scheduled to approve the FY2025/26 Tentative Budget by April 9<sup>th</sup>, and the FY2025/26 Final Budget by May 21<sup>st</sup>. The final approved Multi-Year Capital Plan is required to be filed with the State of Nevada by August 1<sup>st</sup>.

### *Attachments:*

*GM Executive Summary*

*General Fund Executive Summary*

*HR Executive Summary*

*IT Executive Summary*

*Public Works Engineering Fleet Executive Summary*

*Finance Executive Summary*

**Incline Village General Improvement District  
General Manager  
Executive Summary  
Operating Budget FY 2025/26**

**Overview**

The GM manages and supports the Board and employees of IVGID. The GM ensures the organization has an effective team that can support the policy making of the Board by providing accurate and relevant information for the Boards review in policy making. The GM works with the Leadership Team to ensure that the organization provides excellent customer service to the public and meets the identified goals and objectives of the organization.

The General Fund covers the overall Management and Administration of the District. The General Fund staff includes Human Resources, Information Technology, Finance and Accounting, and the General Manager's office. All Staff within the General Fund provide support services to the respective departments with the District as well as an outward presence, via a service desk, located within the Administrative offices located at 893 Southwood Boulevard. This office is open to the public Monday through Thursday, 8:00am – 5:00pm, Friday 8:00am – 4:00pm. This office is closed on all observed holidays.

**Budget/Staffing Summary:**

The GM department supports 2.5 full-time positions, the GM, Administrative Services Director, and the Clerk of the Board. Key functions of the department include oversight of the organization and ensuring that all of the venues and public works are engaged and providing services effectively and efficiently. The GM also connects with various community organizations on interests or programs of the community. The GM budget also includes district wide general legal support.

**Strategic Goals for FY 25/26:**

1. Coordinate with the Finance Department to ensure the district can finalize its audit, meet any obligations placed on the District by the Department of Tax, and insure the continued solvency of the District
2. Train and develop employees in the High Performance Organization model and in LEAN so that the Leadership Team and GM can take a comprehensive approach to evaluating the provision of services, and costs associated with those services.
3. Establish benchmarks that enable the District to measure customer satisfaction with the various services proved by the District.
4. Evaluate the various venues, staffing, and operations to insure that services are being provided efficiently with excellent customer service.
5. Enhance the organizational culture that exists in the District through development, training, and review of organizational policies and systems and make necessary adjustments in order to meet organizational goals.
6. Review those areas of significant investment/costs in the organization and most significantly in the operating budget of the organization.

**Recommended Personnel Budget Changes for Fiscal Year Ending 2026:**

**Operating:**

- Legal services: Working with the Board, make a determination if the District remains with a contract attorney or brings an attorney in-house. Develop an operating budget for the District attorney and separate into it's operational budget to provide better transparency in the provision of this service.
- No personnel adjustments

**Incline Village General  
Improvement District General  
Fund  
Executive Summary Operating Budget FY2025-2026**

**Overview**

The General Fund oversees the overall management and administration of the District. The General Fund staff include Human Resources, Information Technology, Finance and Accounting, the General Manager, Community Relations, Legal, and Trustee. All staff within the General Fund provide support services to the respective departments within the District as well as an outward presence via a service desk located within the administrative offices at 893 Southwood Boulevard.

This office is open to the public Monday through Thursday, 8:00am – 5:00pm, and Friday 8:00am – 4:00pm. The office is closed on all observed holidays.

**Services Provided**

**Frequency**

**Management and Administration:**

District Governance and Communication .....	Daily
Senior Team.....	Weekly
Operating & Capital Projects Administration .....	Daily
Human Resources.....	Monday through Friday
Human Resources (after hours).....	On-Call as needed
Payroll and Employee Benefits .....	Monday through Friday
Payroll and Employee Benefits (after hours).....	On-Call as needed
Employee Safety & HR Risk Management.....	Monday through Friday
Information Systems.....	24/7/365
Information Technology Support Services .....	In office & on call
Finance and Accounting .....	Monday through Friday
Washoe County Marriage License Issuance .....	On hiatus

**Trustees and Audit Committee:**

Governance & Public Meetings .....	Bi-Monthly Meetings
Community Forums Notices and Recordkeeping .....	As necessary for
.....	meetings
Ordinances, Resolutions, Policies, and Practices .....	Ongoing maintenance

**Legal Compliance:**

Nevada Revised Statutes; Nevada Administrative Code; Federal and Nevada Labor Laws and Standards; Federal and Nevada OSHA Standard; Municipal Securities Rulemaking Board

**Incline Village General Improvement District  
Human Resources / Risk Management  
Executive Summary  
Operating Budget FY 2025/26**

**Overview**

The Human Resources Department manages and supports the staff of IVGID to ensure the company has a healthy, productive and legally compliant workforce.

The HR offices are located in the Administration building, alongside Administration, Finance and Accounting and Information Technology. Our offices are open Monday through Thursday, 8:00am through 5:00pm, Friday 8:00 am through 4:00pm. Our offices are closed on all observed holidays.

The General Fund covers the overall Management and Administration of the District. The General Fund staff includes Human Resources, Information Technology, Finance and Accounting, and the General Manager's office. All Staff within the General Fund provide support services to the respective departments with the District as well as an outward presence, via a service desk, located within the Administrative offices located at 893 Southwood Boulevard. This office is open to the public Monday through Thursday, 8:00am – 5:00pm, Friday 8:00am – 4:00pm. This office is closed on all observed holidays.

**Budget/Staffing Summary:**

The Human Resources/Risk Management team supports 8 full time positions. Key functions of our operations include: Recruitment, Employee Relations, Payroll and Benefits Administration, Training and Development, Performance Management, Workplace Safety, District Culture and Employee Engagement, Policy Development and Regulatory Compliance Oversight and Management.

The HR Department continues to evaluate its own staffing and service level needs to ensure the District's management and employee needs exceed expectations. In doing so, we find we are more reactive than proactive. As HR management staff have kept a keen eye on their SWOT analyses, the team has identified proposed strategies to specifically address the weaknesses and threats.

Example:

- Promote Human Resources as a Business Partner to operating venues; re-establish the department as more than just a support function, but also a resource as operating decisions are made.
- Identify department goals and evaluate then implement HR related actions to help departments achieve those goals.
- Identify and correct deficiencies in HR analytics
- Identify and propose for consideration:
- Improve on and off-boarding strategies
- Continue to work with IT, Finance and the Tyler team to improve functionality of HRIS system.

**Strategic Goals for FY 25/26:**

1. Partnering with PoolPact and legal counsel, complete review of current District Personnel Policies for update and review.
2. Complete ongoing HR Assessment with PoolPact to identify critical deficiencies in current practices.
3. Create a committee of benefited employees to assist in the evaluation of our current employee retirement services. Present to District General Manager the results from the submitted responses to an RFQ for Financial Advisor, Recordkeeper & Custodian services.
4. Implement risk management oversight at operating venues by creating a structured process to identify, assess, mitigate and monitor risks that could impact the venue's operations, safety and financial health.
5. To strengthen current employee retention programs, find ways to:

- a. Enhance the employee experience
  - b. Provide career development and growth opportunities
  - c. Ensure competitive compensation packages
  - d. Provide ongoing leadership & management training
  - e. Conduct ongoing employee satisfaction surveys
6. Enhance current Performance Management processes.
  7. Working with Recruitment team, finalize implementation of the Applicant Tracking System (ATS) to automate current manual-intensive processes. Utilizing the strength of the system, improve current onboarding processes to better collaborate with hiring managers.

### **Recommended Personnel Budget Changes for Fiscal Year Ending 2026:**

#### **Staffing:**

- Title change from Payroll/Benefits Coordinator to HR/Benefits Coordinator

#### **Operating:**

##### **Significant Changes**

- Legal service costs
  - To continue working relationship with Labor Negotiator, Attorney Scott Abbott
- Professional consultants
  - To provide ongoing Tyler training
- Contractual Services
  - To complete an overall classification and compensation survey for current FTYRB positions.



**Incline Village General Improvement District  
Information Technology and Services  
Executive Summary  
Operating Budget FY25/26**

**Overview**

The Information Technology and Services Department is responsible for managing and supporting the Digital Operations infrastructure across the entire District. This includes the operation and maintenance of two redundant data centers that host all on-site digital services. The department provides comprehensive support to meet the digital needs of 195 full-time and seasonal employees. While the primary focus of the department is to enable and assist staff in their day-to-day operations, the utmost priority remains safeguarding the District's systems and data to ensure their security and integrity.

The Information Technology (IT) office is located within the Administration Building, alongside the Administration, Finance and Accounting, and Human Resources departments. While the IT office is not open to the public, it is staffed seven days a week from 7:00 AM to 5:30 PM. Although the office is closed on all observed holidays, IT support staff remain available either on-call or on-site to ensure uninterrupted venue and business operations with 24/7/365 coverage.

IT operations function continuously, 24/7/365, with all systems, network devices, and services monitored around the clock to maintain operational integrity and reliability.

**Staffing Summary:**

The Information Technology department retains 6 full-time positions.

- IT Director
- Sr. IT Analyst
- Network Administrator
- Software Specialist
- IT Technician (2)

**Key operational functions include:**

Configuration, Maintenance and Support of:

- 2 Hyperconverged Server Clusters
- 2 Air-gapped Industrial Operations Systems and Networks
- 61 Virtual Servers
- District Wide Public and Business Wi-Fi
- 71 Software Packages (SAAS, Hosted, On-Prem)
- 20 Core System Services
- 380 Desktop/Laptop/Cellular Endpoints
- 560 Active and Inactive Email Mailboxes
- 150 Network Devices
- Local and Cloud backups of all User and System data

**Long-Term Initiatives for FY 25/26:**

1. Replacement of 6 end of life on-site backup repositories.....(\$100,000)
2. Upgrade of server operating systems from MS Server '19 → '25.....(\$95,000)
3. Upgrade of endpoint operating systems from Win10 → Win11.....(No Expense)
4. Upgrade and migration of District-wide VoIP System and SIP Provider.....(\$100,000)
5. Migration of cloud and onsite Email protection and backup service.....(\$45,000)
6. Rollout of DocuSign to District Directors and Managers.....(\$30,000)
7. Continued support of the on-going Tyler implementation efforts of the HR and Finance departments.

**Incline Village General Improvement District  
Public Works - Utilities  
Executive Summary  
Operating Budget FY2025/26  
DRAFT 03/06/25**

**Overview**

The Incline Village General Improvement District (IVGID) Public Works Department oversees essential services for the communities of Incline Village and Crystal Bay. These services include water and wastewater management, as well as the administration of the Solid Waste Franchise. Additionally, Public Works serves as the host agency for the Tahoe Water Suppliers Association (TWSA).

Public Works is also responsible for District-wide Engineering services, which encompass both Capital and Maintenance Projects, Fleet Maintenance, and Building Maintenance—commonly referred to as Internal Services (Fund 400 under separate cover).

Our dedicated and award-winning Public Works team takes great pride in ensuring the delivery of clean, safe drinking water, and the efficient collection and treatment of sewage. We are deeply committed to the stewardship of our resources, with a strong focus on protecting and preserving the source water in the Tahoe Basin. This commitment is reflected in our well-maintained infrastructure, excellent customer service, and strong financial standing.

**Budget/Staffing Summary**

The Utility Fund (200) has a total of 32 full-time positions and two part time positions, dedicated to fulfilling the tasks required to achieve the District's goals, comply with regulatory requirements, and maintain service levels. In FY 21-22, Raftelis conducted a Utilities Management Review and Asset Assessment, identifying several staffing gaps. Since then, Public Works has been working closely with the General Manager and HR department not only to address these gaps but also to identify and implement efficiencies within the operation to enhance overall performance.

The following staffing adjustments are proposed in the preliminary FY 2025/26 Utilities budget:

1. **Position Eliminations:**
  - Eliminate the Customer Service Rep II, Lead WW Supervisor (Water), and Resource Conservationist positions due to operational adjustments and staff retirement.
2. **Position Reclassifications and Expansions:**
  - Formalize the Utilities Superintendent role to oversee Water, Wastewater, and Waste Not Divisions.
  - Consolidate Meter Technician I and II into one position.
  - Fund the Public Works Maintenance II position to support utility building maintenance and float to assist the Buildings department for special projects.
3. **Waste Not Division Restructure:**
  - Reclassify roles to create Source Water Protection Supervisor and Source Water Protection Specialist, with oversight from the Utilities Superintendent.

**Incline Village General Improvement District  
Public Works - Utilities  
Executive Summary  
Operating Budget FY2025/26  
DRAFT 03/06/25**

**Division Highlights – Service Levels**

**Water and Wastewater Services**

The District owns, operates and maintains the following water and wastewater system infrastructure to meet or exceed Federal EPA and State of Nevada regulations. The District's systems cover a service area of 15.3 square miles and is very complex with an elevation change from 6229' to over 8000' requiring multiple pressure zones, additional reservoirs, complex pumping, and SCADA control systems.

**Water System**

- Ultraviolet & Ozone Water Treatment Plant with Sodium Hypochlorite for System Disinfection and Sodium Silicate for Corrosion Protection - Able to Treat 8.5 Million Gallons Daily
- 100 Miles of Water Mains between 4" to 24"
- 753 Fire Hydrants, 12 IVGID Fire Hydrants, and 106 Private Fire Hydrants
- 2,031 Gate Valves
- 13 Water Tanks with 7 Million Gallons of Storage
- 13 Water Pumping Stations with 26 Pressure Zones
- Service Connections to over 4,440 Water Meters

**Wastewater System**

- 105 Miles of Gravity Lines
- 14 Miles of Wastewater Force Main between 6" to 24"
- 1,926 Wastewater Manholes
- 1 Effluent Storage Tank – 2.5 Million Gallons of Storage (placed in service 2024)
- 21 Wastewater Pump Stations (including new 2024 effluent storage tank pump station)
- Wastewater Treatment Plant with up to 2.1 Million Gallons Daily Treatment Capacity
- 20 Miles of Effluent Pipeline to Carson Valley
- 900-acre Effluent Re-Use Wetland Site Located in Carson Valley

The District completed a Water and Wastewater Master Plan in 2024, which provides a strategic roadmap for capital repairs and ongoing maintenance. As part of its asset management program, the District also implements a comprehensive preventative maintenance program. This program covers all infrastructure, including pipes, pumps, motors, valves, generators, instruments, and other essential equipment and appurtenances.

**Water and Wastewater Service Measures**

The District reads over 4,440 water meters and prepares utility bills monthly for the following customer statistics.

<u>Measure</u>	<u>2022-23 Actual</u>	<u>2023-24 Actual</u>	<u>2024-25 Planned</u>	<u>2025-26 Proposed</u>
Water Users	8,110	8,115	8,120	8,120
Wastewater Users	8,021	8,025	8,031	8,031
Water Accounts Billed	4,276	4,280	4,292	4,292
Wastewater Accounts Billed	4,190	4,192	4,203	4,203

**Incline Village General Improvement District  
Public Works - Utilities  
Executive Summary  
Operating Budget FY2025/26  
DRAFT 03/06/25**

**Waste Not (Solid Waste and TWSA)**

The Waste Not Program is the conservation initiative of the Incline Village General Improvement District (IVGID), dedicated to safeguarding the community's natural resources through sustainable waste management practices. It encompasses a wide range of services aimed at promoting environmental stewardship, including waste reduction, recycling, water conservation, watershed protection, and educational outreach. As part of this program, IVGID also oversees the Waste Management franchise contract to ensure effective and efficient waste disposal for residents.

As part of the Waste Not program, IVGID also plays a key role in the Tahoe Water Suppliers Association (TWSA), which provides oversight and coordination of source water protection efforts. IVGID serves as the home agency for TWSA, which works to ensure safe, clean drinking water by managing watershed protection and implementing federal and state regulations. TWSA's role includes adherence to the Safe Drinking Water Act (SDWA) and the Surface Water Treatment Rule (SWTR), which regulate water quality and safety for surface water systems, such as those serving the Lake Tahoe area. TWSA ensures that water systems operating under a non-filtration permit—allowing them to avoid filtration requirements—are in full compliance with the regulations governing watershed control.

Under the SDWA, the Environmental Protection Agency (EPA) and the State of Nevada mandate that surface water systems implement effective Watershed Control Programs (WCP) to protect drinking water sources from contamination. TWSA members are responsible for completing an annual WCP and rolling annual update to the purveyors' Sanitary Survey to assess and improve watershed management strategies. The goal of the WCP is to minimize potential contaminants such as Giardia, Cryptosporidium, and viruses from entering water supplies by identifying and controlling risks associated with the watershed. This includes monitoring, education, and outreach programs, as well as implementing physical and regulatory measures to control potential sources of contamination.

The TWSA annual report details these efforts, covering the watershed description, contamination control mechanisms, monitoring programs, and acquisition or control of watershed areas. These efforts align with EPA regulations such as the Interim Enhanced Surface Water Treatment Rule and Long-Term 2 Enhanced Surface Water Treatment Rule (LT2 Rule), which require proactive management of source water to prevent contamination.

Household Hazardous Waste (HHW) Services are an integral part of Waste Not, offered on an appointment basis from May to September. This service allows residents to dispose of hazardous materials safely. The electronic waste (E-Waste) drop-off service runs concurrently with HHW disposal on the same day each week at the Public Works site, providing a convenient and responsible disposal option for HHW and E-Waste. The Waste Not program also facilitates disposal of IVGID generated hazardous waste and E-waste.

Despite rising disposal costs and an increasing franchise fee that has not kept pace with inflation, Waste Not continues to offer these essential services, although limitations and additional constraints may apply.

**Incline Village General Improvement District  
Public Works - Utilities  
Executive Summary  
Operating Budget FY2025/26  
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In addition to these services, Waste Not ensures compliance with IVGID Ordinance 1 through solid waste field response services in partnership with Clean Tahoe, funded by a \$45,000 contract. This partnership ensures that waste management regulations are upheld, and environmental standards are met.

The franchise fee contract with Waste Management expires in 2026. The District will engage with an outside legal counsel to negotiate a new 10 year contract.

In FY 2025/26, Waste Not will continue to work together with Basin partners to ensure that the community's water resources are protected through comprehensive watershed management, public outreach, and regulatory compliance. These initiatives are central to IVGID's commitment to environmental stewardship and sustainability, and they play a critical role in maintaining safe, clean drinking water for the residents of Incline Village Crystal Bay and surrounding areas.

**FY2025-26 Budget Highlights**

**Utility Revenues -**

A rate increase of 15.7% for water and 8.0% for wastewater in FY 24-25 was approved by the Board of Trustees at their meeting of July 10, 2024. In order to maintain the existing level of service for both the water and wastewater division continue to build reserves to meet the District's reserve policy, a proposed rate increase of \_\_\_ is anticipated.

**Staffing**

The Utility fund FY2025/26 budget finds efficiencies in operations by:

- Eliminating 3 positions
- Proposed funding for 1 position – PW Maintenance II

**Operations and Maintenance**

- The FY25/26 budget includes funding to operations and maintenance activities, adjusted for inflationary costs for supplies, services and chemicals.
- Funds were included to continue to replace water meter transponders, pavement rehabilitation due to unexpected watermain leaks, and grease removal and transport by an outside contractor.

**Capital**

Significant projects (greater than \$500,000) included in the FY2025/26 capital budget include:

- Rolling Stock Funding for the replacement of the 2004 Freightliner Vactor Truck #534
- Funding is provided for the Utilities System and Plant Control Upgrade (SCADA), which is a planned two-year project to replace the 1970s era system components and software that is no longer supported.
- Increased funding for annual water main replacement.
- Funding for year-three construction of the Effluent Pipeline Project with budget from year-four moved forward because project is ahead of schedule
  - Total Funding Acquired for Effluent Pipeline Project To Date:
    - CW2303 Clean Water SRF Loan \$15,760,000 (closed in repayment)
    - CW2304 Clean Water SRF Principle Forgiveness Loan \$240,000 (closed)
    - CW2401 Clean Water SRF Principle Forgiveness Loan \$368,300 (closed)
    - CW2402 Clean Water SRF Loan \$36,371,700 (open)



**Incline Village General Improvement District  
Public Works - Utilities  
Executive Summary  
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*DRAFT 03/06/25***

- USACE 595 Program Increment #2 Federal Share \$4,339,089 (closed)
- EPA Community Grant \$1,600,000 (open)
- IVGID Board Restricted Funds \$14,693,903

**Incline Village General Improvement District**  
**Finance Services**  
**Executive Summary**  
**Operating Budget FY25-26**

**Overview**

A finance department in any organization is crucial for managing and maintaining the company's financial health. Here's an overview of its primary responsibilities:

**Budgeting and Forecasting:** Developing budgets, preparing financial forecasts, and monitoring expenditure against budgets to ensure financial stability.

**Financial Reporting:** Producing accurate financial reports such as income statements, balance sheets, and cash flow statements. These reports help in assessing the company's financial performance and making strategic decisions.

**Accounts Payable and Receivable:** Managing the company's payables and receivables. This includes processing supplier invoices, ensuring timely payments, and collecting money owed to the company.

**Payroll Management:** Ensuring employees are paid accurately and on time, including calculating salaries, wages, taxes, and other deductions.

**Financial Analysis:** Analyzing financial data to identify trends, opportunities for improvement, and potential risks. This helps with making informed business decisions.

**Compliance and Audit:** Ensuring the company complies with all financial regulations and accounting standards. This includes preparing for and undergoing audits.

**Investment Management:** Managing the company's investments and assets to optimize returns and minimize risks.

**Audit:** Organizing financial records, reconciliations, internal review, documentation, compliance check, coordination, providing access, pre-audit meetings, training and awareness and follow-up.

**Staffing Summary:**

The Finance Department currently consists of:

- Director of Finance
- Assistant Director of Finance
- Controller
- Management Analyst
- Management Analyst
- Revenue Supervisor
- Senior Accountants
- Accountants (3)
- Accounts Payable Technician

Within this budget, and in collaboration with the General Manager, I would like to reorganize many of the duties and responsibilities of several existing positions to develop the most efficient framework for success. This reorganization does require additional staff to cover the full utilization of all the modules provided by the new EERP System, allowing us to operate financial information and reporting efficiently. However, overall, the organization has a reduction of cost in the General Fund Budget of approximately \$22,000. The goal is to acquire new skills and capacity within the department. Here are the new assignments anticipated in the reorganized department.

- Director of Finance
- Finance Manager-Reorg
- Management Analyst-EERP-New
- Management Analyst-Payroll
- Management Analyst-Finance
- Senior Accountants (2)-Reorg
- Accountants (2)-Reduction
- Accounts Payable Technician

**Key operational functions include:**

- Accounting: Recording all financial transactions, maintaining accurate and up-to-date records of income, expenses, assets, and liabilities.
- Financial Reporting: Preparing financial statements such as balance sheets, income statements, and cash flow statements, which provide a snapshot of the company's financial health.
- Accounts Payable: Managing the company's obligations to pay off short-term debts to its creditors or suppliers, ensuring timely and accurate payment processing.
- Accounts Receivable: Tracking money owed to the company by customers or clients, sending out invoices, and ensuring timely collection of payments.
- Payroll Processing: Calculating and distributing employee wages, salaries, bonuses, and deductions, ensuring compliance with tax and labor laws.
- Budgeting and Forecasting: Assisting in the creation of budgets and financial forecasts to help guide business decisions and ensure financial stability.
- Reconciliation: Comparing financial records to ensure accuracy, such as matching bank statements with the company's internal records to identify discrepancies.
- Internal Controls: Implementing and maintaining internal controls to prevent fraud, ensure accurate financial reporting, and safeguard company assets.
- Financial Analysis: Analyzing financial data to identify trends, variances, and opportunities for improvement, providing insights into better decision-making.

**Initiatives for FY 25-26:**

IVGID purchased and implemented Tyler Technologies' EERP (Enterprise Enterprise Resource Planning), a business system that manages finance, human resources, supply chain, and operations within a single integrated platform.

A post-investment assessment was performed in FY25 to understand the current processes, evaluate how EERP is being utilized, and identify areas where functionalities can be optimized to maximize the benefits of the system.

The following recommendations were made for improved utilization:

- Cash Management and Bank Reconciliation
- P-Card Credit Card Processing
- Capital Assets Management
- Project Ledger
- Central Project Budget
- Central Budget
- Accounts Payable Import
- Hub Admin Features to Enhance End-User Experience
- RBTC: Responsible for Facilitating and Assigning Effective Permissions and Data Access to Users
- Workflow Optimization
- Contracts, Bid Process, and Purchase Order Management
- SSRS SQL Reporting

The Finance Department, along with the Human Resource Department, is looking forward to optimizing the new EERP system. To facilitate this process, we recommend creating a specialized ERP Analyst position. This position will serve as the project manager for the remaining Tyler systems that have been purchased but have not yet been activated or have become fully functional. The ERP Analyst will assist with onboarding new employees to EERP, create and maintain custom SSRS SQL reporting, maximize full utilization of the system, and maintain workflow and internal controls. We will present the Board with an update and implementation plan for the balance of the ERP system by April 9, 2025.

LONG RANGE CALENDAR

Item I.1.

Last updated Tuesday, March 7, 2025

\*Special Meeting Date: March 19, 2025; Meeting Time: 5:00 p.m.

PRESENTER	ITEM DESCRIPTION
Harrison/ O’Connell	Budget Workshop for FY 2025-26 Department Presentations - Community Recreation – Internal Services

Audit Committee Meeting Date: March 25, 2025; Meeting Time: 5:00 p.m.

PRESENTER	ITEM DESCRIPTION
O’Connell	Audited Financial Statements by Jennifer Farr

Meeting Date: March 25, 2025; Meeting Time:

PRESENTER	ITEM DESCRIPTION
O’Connell	Audited Financial Statements by Jennifer Farr
	FY 2024-25 Mid-Year Budget
	2025/2026 Budget Workshop – Policy Review – any outstanding; Parking Lot Item Follow-up
	2025/2026 CIP Budget Workshop – Continued Discussion

Meeting Date: March 26, 2025; Meeting Time: 5:00 p.m.

PRESENTER	ITEM DESCRIPTION
Herron	Club Policy
Herron	Board Policy 6.1.0 and Practice 6.2.0 (Pricing)
Herron	Board Policy 8.1.0 (as reviewed by the Audit Committee at their XXXX meeting)
Herron	Policy 22.1.0 (Entity Involvement)
Herron	Procurement Card Policy review (if needed)
Nelson/O’Connell	CIP Projects spent to date report
Crocker	Set Date for Public Hearing Rec. Roll (May 14, 2025, Post Notice 05.02 and 05.09)
Nelson	Purchase - Residential Water Meter Transponder/Registers
Nelson	HHW Storage Container Award
Nelson	Snowflake Needs Assessment Award
Nelson	SCADA Master Plan Award
Nelson	Champ Course Hole #10 Cart Path Replacement
Crocker	Joint Use Agreement with Washoe County (specifically the maintenance for the High School football field)
Crocker	RFP NLTFPD Retrofit Charcoal Grills at Burnt Cedar (12 Grills) Portable Propane
Herron/ Feore	Legal Counsel (Dual Track) RFP – Inhouse Recruitment
Gove	Tyler Annual Renewal (Consent Calendar)

Meeting Date: April 9, 2025; Meeting Time: 5:00 p.m.

PRESENTER	ITEM DESCRIPTION
Nelson	Renewal of Marcus Faust agreement – Washington D.C. Leg. Advocate (expires 5/1)
Nelson	Effluent Export Pipeline Inspection Contract
Nelson	Set Date for Public Hearing – Utility Rates (Post Notice RGJ 4/12)



LONG RANGE CALENDAR

Item I.1.

Last updated Tuesday, March 7, 2025

Meeting Date: April 30, 2025; Meeting Time: 5:00 p.m.

PRESENTER	ITEM DESCRIPTION
Nelson	HVAC Rec. Center Replacement Award
Nelson	Reservoir Coating Award

Meeting Date: May 14, 2025; Meeting Time:

PRESENTER	ITEM DESCRIPTION
Bandelin	Hyatt Lake Tahoe Sport Shop Agreement (expires 5/31)
	Public Hearing Utility Rates
	Public Hearing Rec. Roll

Meeting Date: May 21, 2025; Meeting Time:

PRESENTER	ITEM DESCRIPTION
	2025/2026 Budget Public Hearing (if we hold the hearing on this date; then we must advertise on 5/9 and 5/16)

Meeting Date: May 28, 2025; Meeting Time:

PRESENTER	ITEM DESCRIPTION
	2025/2026 Budget Public Hearing (if we hold the hearing on this date; then we must advertise on 5/16 and 5/23)
Nelson	Clean Tahoe, Inc. (expires 6/30)
Feore	UNR Pack Internship Grant Program (expires 6/30)
Nelson	HERO Environmental (expires 6/30)
Raymore	EXL Media (expires 6/30)
GM	Best Best & Krieger (expires 6/30)

Meeting Date: June 11, 2025; Meeting Time:

PRESENTER	ITEM DESCRIPTION
Bandelin/Finance	Blanket Purchase Orders

Meeting Date: June 25, 2025; Meeting Time:

PRESENTER	ITEM DESCRIPTION
Feore	6-month Performance Evaluation of General Manager

LONG RANGE CALENDAR

Item I.1.

Last updated Tuesday, March 7, 2025

Meeting Date: July 9, 2025; Meeting Time:

PRESENTER	ITEM DESCRIPTION
Feore	Updated GM Evaluation Tools (with Trustee Jezycki)

Meeting Date: July 30, 2025; Meeting Time:

PRESENTER	ITEM DESCRIPTION

Meeting Date: August 13, 2025; Meeting Time:

PRESENTER	ITEM DESCRIPTION

Meeting Date: August 27, 2025; Meeting Time:

PRESENTER	ITEM DESCRIPTION
Feore	High Sierra Patrol (expires 9/30)

Meeting Date: September 10, 2025; Meeting Time:

PRESENTER	ITEM DESCRIPTION

Meeting Date: September 24, 2025; Meeting Time:

PRESENTER	ITEM DESCRIPTION

Meeting Date: October 8, 2025; Meeting Time:

PRESENTER	ITEM DESCRIPTION
Crocker	CC Cleaning – Rec Center – Extension of one year (5 year contract)

LONG RANGE CALENDAR

Item I.1.

Last updated Tuesday, March 7, 2025

Meeting Date: October 29, 2025; Meeting Time:

PRESENTER	ITEM DESCRIPTION
Nelson	Alta Vista Cleaning (expires 10/31/2025)

Meeting Date: November 12, 2025; Meeting Time:

PRESENTER	ITEM DESCRIPTION
Raymore	CC Media (expires 12/31)
Feore	First Non-Profit (expires 12/31)

Meeting Date: November 26, 2025; Meeting Time:

*Usually cancelled*

PRESENTER	ITEM DESCRIPTION

Meeting Date: December 10, 2025; Meeting Time:

PRESENTER	ITEM DESCRIPTION

Meeting Date: December 31, 2025; Meeting Time:

*Usually cancelled*

PRESENTER	ITEM DESCRIPTION

Last updated Tuesday, March 7, 2025

**Items to be scheduled**

Director of Golf – update will be in HR’s status report

NLTFPD Agreement – sooner rather than later – discussion item should also include an increase for defensible space to accelerate defensible space work – will probably come before the Board in February

Discussion regarding boat parking

Leverage our amenities with the Hyatt

Accelerate the Strategic Plan draft

Facility Fee discussion – long term plan for capital and its impact to the Facility Fee

Pricing Policy/Practice - bring back what works for Staff

Golf rates for approval – bring forward sooner than last year

GM Evaluation process, form, etc.

District Strategic Plan (2025/2027)

Union Contracts (3) (expires 6/30)

How are we enveloping our Hispanic community – open discussion item or possibly a report

Update on damaged relationship with Washoe County, etc.

Liaisons with Community Agencies/Groups

Skate Park Design

Ordinance 7 – address family size

Waste Management Contract (2026)

Veteran’s Memorial

Purchase of Skid Steer Loader Snowblower