

**EAST FORK SWIMMING POOL DISTRICT
BOARD OF TRUSTEES MEETING AGENDA**

**January 18th, 2024 at 9:00 a.m.
Carson Valley Swim Center
1600 Hwy 88, Minden, Nevada**

Pursuant to Chapter 241 of the Nevada Revised Statutes, the East Fork Swimming Pool District hereby notifies all interested parties that the Board of Trustees will conduct business of the district as noted below.

9:00am Call to Order and Recognition of Quorum

PUBLIC COMMENT (No Action Can be Taken)

At this time, public comment will be taken on those items that are within the jurisdiction and control of the Board of Trustees. Public Comment is limited to 3 minutes per speaker.

If you are going to comment on a specific agenda item scheduled for action, please do so when that item is opened for public comment. Please identify yourself and sign in on the sign-up sheet. Do not offer comment until acknowledged by the Chair.

APPROVAL OF AGENDA

The Board of Trustees reserves the right to take items in a different order to accomplish business in the most efficient manner; to combine two or more agenda items for consideration, and; to remove items from the agenda or delay discussion relating to items on the agenda.

CONSENT AGENDA

Items appearing on the Consent Agenda are items that can be adopted with one motion and vote unless an item is pulled for discussion by a Trustee or a member of the public. Members of the public who wish to have a consent item placed on the Administrative Agenda shall make that request during public comment at the beginning of the meeting and state why they are making that request. When items are pulled from the Consent Agenda, they will automatically be placed at the beginning of the Administrative Agenda or, may be continued until the next meeting.

PUBLIC COMMENT

Motion to Approve Consent Calendar items 1a & 1b

- 1a. For Possible Action. Approval of previous minutes from the December 19th, 2023 Meeting.
- 1b. For Possible Action. Approval of general ledger cash balances, expenditures and investments through December 31st, 2023.

ADMINISTRATIVE AGENDA

The Administrative Agenda will proceed as follows:

- The Chairman will read the agenda title into the public record.
- Staff and/or Trustees will provide relevant information on the matter.
- The Board will discuss the item. Once that discussion is concluded, the Chair will take public comment at three minutes per speaker.
- Once public comment is completed, the Board may again discuss or proceed directly to vote.

****For agenda items that are listed as "Discussion Only" with no action, public comment is not legally required. Public comment may be accepted by the Chair at their discretion.**

CONSENT AGENDA ITEMS PULLED FOR FURTHER DISCUSSION:

Any item pulled for discussion from the Consent Agenda will be heard at this time unless continued to a later meeting.

Administrative Agenda

2. For Possible Action. Discussion and possible action to elect the Chair and Vice Chair for the Board of Trustees.
3. For Possible Action. Discussion and possible action on selecting a qualified elector to serve the remainder of the term for Charles Douglas Robbins. The appointed Trustee will take office on Thursday, February 29th 2024, and will serve until December 31st, 2024.
4. Discussion Only. Discussion and update on the Capital Improvement Plan ongoing and possible future projects.
5. For Possible Action. Discussion and possible action on the proposal for the EFSPD Parking Lot extension project from RO Anderson in the amount of \$134,500.
6. Discussion Only. Discussion of the proposed '24-'25 operating budget, 5-year capital improvement budget and population trends of Douglas County.
7. Discussion Only. Report from the Swim Center Director:
 - User Attendance
 - Staffing and Programming
 - Marketing and Public Relations Information
 - Employee Recognition
 - Maintenance Updates
 - Monthly Financial Update
 - Correspondence
8. For Possible Action. Discussion and possible action on proposed agenda items for the February 29th, 2024 general meeting and 2024 Board meeting dates.

Adjournment

Copies of the agenda were posted at 4:30pm, Thursday, January 11th, 2024 at the following locations:

1. Carson Valley Swim Center, 1600 Highway 88, Minden, NV.
2. Douglas Co. Administration Building (Historic Courthouse) 1616 Eighth St., Minden, NV.
3. Douglas County Administration Office (Minden Inn) 1594 Esmeralda St., Minden, NV
4. Carson Valley Swim Center Web Site: www.cvswim.com
5. State of NV web site: <https://notice.nv.gov/>

Posted By: _____ Signed: _____

Reasonable efforts will be made to accommodate disabled individuals desiring to attend the meeting. If you are interested in materials call Sharon Thompson at 775-392-4063 24 hours in advance so that arrangements may be made.

EAST FORK SWIMMING POOL DISTRICT BOARD OF TRUSTEES

AGENDA ACTION SHEET

Agenda Item # 1a

Title: Approval of the General Meeting minutes from December 19th, 2023

Background: These are the draft minutes from your previous meeting.

Funding: NA

Recommended Motion: Move to approve the General Meeting minutes from December 19th, 2023

Trustee Action: ☐ **Approved**
☐ **Denied**
☐ **No Action**
☐ **Other**

**EAST FORK SWIMMING POOL DISTRICT
BOARD OF TRUSTEES
GENERAL MEETING MINUTES
December 19th, 2023 at 9:00 a.m.
Carson Valley Swim Center
1600 Hwy 88, Minden, Nevada**

The Board of Trustees December 19th, 2023 general meeting was called to order by Chairperson Sharon DesJardins at 9:00 AM at the Carson Valley Swim Center, Minden, NV. Board members present were, Vice Chairman Travis Lee, Doug Robbins, Frank Dressel and Trustee Teresa Duffy.

No Public Comment:

AGENDA

Upon motion by Robbins to approve agenda, seconded by Dressel, the motion was unanimously approved.

No Public Comment

CONSENT AGENDA ITEMS

1a. For possible action. Approval of previous minutes from the November 14th, 2023 General Meeting

1b. For possible action. Approval of general ledger cash balances, expenditures, and investments through November 30th, 2023

Upon motion made by Duffy and seconded by Lee. The consent agenda items 1a & 1b were unanimously approved.

No Public Comment

ADMINISTRATIVE AGENDA

2. Discussion Only. Discussion and update on the Capital Improvement Plan ongoing and possible future projects.

Chairwoman DesJardins introduced the item. Harris states you'll see in section 2 of our board binder that we have a starting balance as of November 30th of \$3,038,503 and if things go an ending balance pf \$1,591,079. As we have discussed, we have postponed the Eastside Expansion till the next fiscal. That line item will be transferred to the next fiscal year, and to remind the board, we start the new budget process in our next board meeting. I have received the Splash Park agreement; it is signed by us as well as Douglas County. The Roof Restoration they put coating on roof. There were some places that needed to be redone. We are still holding retention money and wont release that till 100% satisfied. May not be done till Spring time. McCullough states that the Eastside Expansion has been deferred to next September 2024 and is about a 9-month project. So will probably finish by Spring 2025.

No Public Comment

3. Discussion Only. Discussion and update of the districts "Strategic Plan."

Chairperson DesJardins introduced item. Lee thanks Harris for updating pages 5-11, it talks about some of the accomplishments we have made. Harris says last two pages in section 3 there are accomplishments, updates. I will add the Eastside Expansion and the Splash Park partnership. We are hoping to bring Rob Anderson in to talk about the property next door. Maybe adding some additional parking over there and looking at the future for that land.

Public Comment: Mr. Biaggi states that it was states that inflation is at an all-time high. Inflation is not sat an all time high. Mortgages were much higher yeas ago than they are now. Harris states that her 9-year perspective was based on increases in chemicals and supplies here at the swimming center.

4. Discussion Only. Discussion and update on the procedures when filling a Board of Trustee position after a resignation and a farewell to Douglas Robbins.

Chairperson DesJardins introduced item. Thompson, Board Clerk states we were not required to do a public notice so we placed an ad in the Record Courier that will run on December 16th and December 20th. We will close the process on December 21st and any interested parties will need to submit a Letter of Interest by that date. At that point I will look at letters to make sure the candidates live within our district. I will invite the qualified candidates to the January 18th meeting where the trustees will have an opportunity to ask each candidate some questions. It will be an action item on the January 18th board meeting. At that point the chairperson will ask for a motion to select a candidate. Duffy states should we do background checks. Harris states that she will check into that. We background check our staff because they have contact with children. The Board doesn't have that contact. Harris wants to acknowledge Robbins. Thank you for your 7- and one-half years of service to our district. Robbins states that is all honesty, it has been fun.

Public Comment: Mr. Biaggi states is submitting a Letter of Interest for the Board Trustee position.

5. Discussion Only. Report from the Swim Center Director.

CVSC December 2023 Director's Report

User Attendance: See board binder documents.

- Nov 2022 Attendance was 6962. Nov 2023 Attendance was 7373 (See attached docs)

Programming, Staffing and Training:

- Underwater Santa pictures were successful and pictures were emailed out.
- Aquatic Supervisors and Shannon are registered for the AOAP Conference Feb 2024.
- Leadership Team (Director and Supervisors) meet monthly to plan and discuss CVSC programming & staffing.
- Monthly In-Service Training/Meeting was conducted by all supervisors.
- Session, Drop-In and Private swim and dive lessons are combined numbers and classes have been successful (see attached #'s)
- Water Aerobics Class attendance is staying steady at 35+ participants in the morning classes. Evening classes are smaller but well likes and attended.

Marketing and Public Relations:

- Sarah and Shannon met with the Eureka County Pool Manager and gave a tour and shared Docs.
- Shannon attended the Board of Commissioners meeting – Interlocal Agreement approval with County (splash park)
- Shannon attended (online) the Executive and General NRPS Board Meetings.
- Social media exposure, information sharing and flyers: Facebook & Instagram updates (Sarah & Catherine).
- Website updates (Justin, Paul, Sharon), Google Business updates (Shannon), Alignable updates (Shannon)
- Publications: Carson Valley Business Directory, Getaway Reno/Tahoe Area, Best of CV, Almanac, Record Courier.
- CGI Marketing Group continues to do a good job managing our online reputation with Google, Yelp (Shannon)
- Phone Message updates (Sherrie)
- Water Aerobics Coordinator (Deanna) is emailing staff and patrons on our internal water aerobics list to keep up-to-date on schedule or procedure changes.

Employee Recognition:

- Employee of the Month: November 2023 Abbigail Detsch, Lifeguard. Abby is truly an asset to the CVSC team. She is professional, kind, engaging and thoughtful. She is liked by her peers, management and patrons. She oftentimes has the opening shift which can be one of the most demanding shifts having to arrive at 5am and then she would go to school afterwards. She is consistent and covers for others.

Maintenance Updates:

- Roof coating project walk thru identified more work to be done. Retention is still being held.
- Rockwall is up and running. Positive feedback.
- Dive stand pad has been put in place but has some bubbling. The company will replace the pad. (warranty)
- Daily, weekly, monthly and annual maintenance projects and asset management are being completed... excel document updated by Maintenance Supervisor and Director regularly
- Updating and improving the data information in Reserve Analyst (Asset Management Program).

Monthly Financial: See board binder documents.

Correspondence: See board binder documents (if applicable).

No Public Comment

6. For Possible Action. Discussion and possible action on proposed agenda items for the Tuesday January 18th, 2024 meeting

CIP Update

Rob Anderson

Approval of Chairperson and Vice Chairperson

Trustee Selection

Discuss meeting calendar

Upon motion made by Robbins and seconded by Lee to adjourn meeting. Motion to adjourn meeting was unanimously approved.

EAST FORK SWIMMING POOL DISTRICT BOARD OF TRUSTEES

AGENDA ACTION SHEET

Agenda Item # 1b

Title: For possible action. Approval of general ledger cash balances, expenditures and investments through December 31st, 2023.

Background: NRS requires local government entities governing boards to approve expenditures for their entity and to report cash balances as well as investments. It is important for Trustees to be aware of the financial status of the District.

Funding: NA

Recommended Motion: Move to approve the report of general ledger cash balances, expenditures and investments through December 31st, 2023.

Trustee Action: ☐ Approved
☐ Denied
☐ No Action
☐ Other

9:57 AM

EAST FORK SWIMMING POOL DISTRICT

01/04/24

Balance Sheet

Accrual Basis

As of December 31, 2023

	Dec 31, 23
ASSETS	
Current Assets	
Checking/Savings	
101 · WELLS FARGO CHECKING ACCT.	289,234.16
108 · CASH ON HAND	850.00
112-4 · LOCAL GOV'T INVESTMENT POOL	3,051,444.25
112-5 · LOCAL GOV'T POOL OPERATING	192,777.39
Total Checking/Savings	3,534,305.80
Accounts Receivable	
121 · ACCOUNTS RECEIVABLE	3,108.00
Total Accounts Receivable	3,108.00
Other Current Assets	
12100 · INVENTORY	
115 · CHEMICALS INVENTORY	10,319.82
120 · MERCHANDISE INVENTORY	3,704.32
125 · FOOD INVENTORY	1,811.96
Total 12100 · INVENTORY	15,836.10
130 · Prepaid Expense	1,959.90
170-4 · DELINQUENT TAX REC	40,622.55
Total Other Current Assets	58,418.55
Total Current Assets	3,595,832.35
Fixed Assets	
150 · POOL EQUIPMENT	152,279.48
155 · CONSTRUCTION IN PROGRESS	350,847.28
156 · LAND IMPROVEMENTS	491,894.25
157 · BUILDING & IMPROVEMENT	14,337,233.16
158 · EQUIPMENT	1,312,376.79
160 · ACCUMMULATED DEPRECIATION	-10,050,474.01
175 · LAND APN#1320-30-411-005	1,353,232.09
Total Fixed Assets	7,947,389.04
Other Assets	
171 · DEFERRED PENSION OUTFLOWS	410,899.00
Total Other Assets	410,899.00
TOTAL ASSETS	11,954,120.39
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
201 · ACCOUNTS PAYABLE	3,455.96
Total Accounts Payable	3,455.96
Credit Cards	
202 · CITI VISA CREDIT CARD	4,732.30
Total Credit Cards	4,732.30
Other Current Liabilities	
200 · PAYROLL LIABILITIES	
221-1 · ACCRUED PAYROLL	51,916.80
221-2 · ACCRUED PAYROLL TAXES	9,545.51
229 · SUTA	1,566.13
234-3 · Aflac	329.64
Total 200 · PAYROLL LIABILITIES	63,358.08

9:57 AM

EAST FORK SWIMMING POOL DISTRICT

01/04/24

Balance Sheet

Accrual Basis

As of December 31, 2023

	Dec 31, 23
2110 · Direct Deposit Liabilities	-1,065.58
218 · ACCRUED VESTED VAC PAY	23,617.84
219 · OPEB LIABILITY	21,913.00
235 · ACCRUED WORKMANS COMPENSATION	-10,717.20
236 · NOTE PAYABLE - ZION	366,000.00
Total Other Current Liabilities	463,106.14
Total Current Liabilities	471,294.40
Long Term Liabilities	
220 · NET PENSION LIABILITY	1,126,751.00
225 · DEFERRED PENSION INFLOWS	179,203.00
Total Long Term Liabilities	1,305,954.00
Total Liabilities	1,777,248.40
Equity	
349 · RETAINED EARNINGS	6,273,238.34
351-1 · FUND BALANCE	1,452,260.17
355 · CONTRIBUTED CAPITAL	1,648,952.81
Net Income	802,420.67
Total Equity	10,176,871.99
TOTAL LIABILITIES & EQUITY	11,954,120.39

	Account	Amount	Memo
Ace Hardware	633 - MAINTENANCE & REPAIR	320.51	Plug,Muriatic Acid,Screwdrivers,Grind Discs,Triflow,Primer,Paint,Drywall Sheet,Joint Tape,Putty Knife
Air Filter Sales	633 - MAINTENANCE & REPAIR	318.31	Air Filters
AIRGAS	628 - CHEMICALS	1,677.87	Carbon Dioxide Liquid
Amazon		1,518.23	Subscription Maintenance,Janitorial,Supplies,Office Supplies,Underwater Santa,Safety Food supplies,WE Supplies,Electric Pressure Washer,Board Expense
American Red Cross	642 - SAFETY	121.00	(S.Davenport,J.Montemrosa,H.Peterson)
Bucknell Arts	633 - MAINTENANCE & REPAIR	350.00	Touch up Murals
Cannon Financial Services	634 - EQUIPMENT RENTAL	185.59	Copier Lease/Equip Insurance (Dec 2023)
Carson Paint Mart	633 - MAINTENANCE & REPAIR	63.03	Painting Supplies
Carson Valley Accounting LLC	691 - ACCOUNTING EXPENSE	275.00	Monthly site visit
Charter Business	621 - TELEPHONE EXPENSE	247.49	Internet/TV
Costco		511.85	Food,Gloves,Janitorial,Safety,Copy Paper
Deanna Abbott	683 - AUTO REIMBURSEMENT/MILEAGE	31.18	Mileage
Desert Star Landscaping	636 - LANDSCAPE MAINTENANCE	740.00	Contract Dec 2023
Douglas County School District	614 - HEALTH INSURANCE	5,365.58	Health Insurance Dec 23 (7FT)/(1) Dependents- Long
Dungarees Inc	644 - UNIFORMS	303.85	Maintenance Uniforms (Pants/Sweatshirts)
Ebay	633 - MAINTENANCE & REPAIR	33.78	D Nema Starter,Bit Socket,Elbow Fittings
Faucet Warehouse	633 - MAINTENANCE & REPAIR	169.11	Moen M-Pact Posi-Temp
Global Payments	693 - ENTRY SYSTEM CHARGES	1,651.46	
Go Daddy	632 - SOFTWARE-IT	29.99	Monthly Renewal
Grainger	633 - MAINTENANCE & REPAIR	7.80	Adaptor
High Sierra Business Systems	645 - OFFICE SUPPLIES	125.18	Copy fee for 4 copiers/printers (Nov 2023)
Home Depot	633 - MAINTENANCE & REPAIR	365.02	Socket,Pliers,Makita Battery Pack,Painting Supplies,Conduit,Tape Measure,Nuts&Bolts,Blow Gun
Justin Gross		139.83	Mileage,Underwater Santa,High Pressure Hose(Scuba Tank)
Kaitlyn Robinson	683 - AUTO REIMBURSEMENT/MILEAGE	68.12	Mileage LG Games (July 2023)
Meeks	633 - MAINTENANCE & REPAIR	106.94	4x8 Flame Block OSB
Microsoft Corp	632 - SOFTWARE-IT	6.65	Cloud Backup
Motion Picture Licensing	690 - LEGAL EXPENSE	1,097.25	Motion Pic License for FlickNFloat
Mr Lock	633 - MAINTENANCE & REPAIR	32.67	Cam Ring Kit
NV Energy	622 - ELECTRIC	10,169.38	
OOMA, INC	621 - TELEPHONE EXPENSE	295.01	Monthly Service Fee (Oct 2023)
Poster My Wall	632 - SOFTWARE-IT	9.95	Monthly Recurring Charge
Public Employees Benefits Program	614 - HEALTH INSURANCE	47.06	Dec 2023 #834
QuickBooks Payroll Service	639 - PAYROLL TAX ADJUSTMENTS	220.50	Fees for Direct Deposit
Shannon Harris	640 - EMPLOYEE INCENTIVES	25.00	EOM (A.Detsch)
Sierra Booking Services, inc	691 - ACCOUNTING EXPENSE	240.00	Nov 2023 Payroll/PERS/Bookkeeping Svcs
Sierra Diving Center	642 - SAFETY	44.00	Air Fill (Underwater Santa)
Smartsign	633 - MAINTENANCE & REPAIR	54.60	Signs for Locker room Showers
Southwest Airlines	680 - TRAVEL EXPENSE	573.79	S.Harris (Cont Las Vegas)
SOUTHWEST GAS	626 - NATURAL GAS	18,972.06	
Spotify	661 - DUES/SUBSCRIPTIONS	10.99	
State Of Nevada-Dept Public Safety	642 - SAFETY	80.50	Fingerprinting (M.Smithen,N.Bennett)
Supply House	633 - MAINTENANCE & REPAIR	551.42	Self Sealing Spanners,Hose Adaptors,Full Voltage Starter
The Grill Next Door	640 - EMPLOYEE INCENTIVES	586.32	Holiday Party
Town Of Minden	624 - WATER & TRASH	1,117.85	Water/Garbage
Triumph Electric	633 - MAINTENANCE & REPAIR	1,710.00	Add ground bar for Emergency Repeater
Zero Tools	633 - MAINTENANCE & REPAIR	440.65	Chrome Indicator,Reducing Elbow,Diverter Valve,Posi-Temp Diverter
Total		51,012.37	

Ordinary Income/Expense	Dec 2023	Budget	Jul-Dec 2023	YTD Budget	YTD Variance	Annual Budget	Annual Budget Remaining	YTD Total as % of Budget
Income								
403 · USER FEES	22,819.20	29,315.93	286,014.49	300,031.17	(14,016.68)	630,450.00	344,435.51	45.37%
496 · FOOD	1,134.25	1,863.00	25,371.25	32,509.00	(7,137.75)	54,500.00	29,128.75	46.55%
497 · MERCHANDISE	915.15	818.00	9,895.95	9,651.00	244.95	20,500.00	10,604.05	48.27%
498 · GRANT INCOME	1,098.60	0.00	9,718.54	12,047.00	(2,328.46)	18,500.00	-	0.00%
Total Income	25,967.20	31,986.93	331,000.23	354,238.17	(23,237.94)	723,950.00	384,168.31	45.72%
Cost of Goods Sold								
COST OF GOODS SOLD								
550 · FOOD EXPENSE	578.47	1,330.00	12,402.46	16,099.00	3,696.54	27,250.00	14,847.54	45.51%
555 · MERCHANDISE EXPENSE	2.30	0.00	5,432.75	4,376.00	(1,056.75)	10,250.00	4,817.25	53.00%
560 · FOOD SUPPLIES	19.49	158.55	426.31	618.47	192.16	1,250.00	823.69	34.10%
565 · FOOD SPOILAGE	28.55	161.00	57.10	626.00	568.90	500.00	442.90	11.42%
Total COST OF GOODS SOLD	628.81	1,649.55	18,318.62	21,719.47	3,400.85	39,250.00	20,931.38	46.67%
Total COGS	628.81	1,649.55	18,318.62	21,719.47	3,400.85	39,250.00	20,931.38	46.67%
Gross Profit	25,338.39	30,337.38	312,681.61	332,518.70	(19,837.09)	684,700.00	363,236.93	45.67%
Expense								
GENERAL & ADMINISTRATIVE								
629 · ADVERTISING/PRINTING	0.00	31.00	6,328.01	3,265.00	(3,063.01)	13,000.00	6,671.99	48.68%
630 · POSTAGE	0.00	166.00	221.90	444.00	222.10	800.00	578.10	27.74%
631 · JANITORIAL EXPENSE	307.55	477.00	4,776.82	3,875.00	(901.82)	9,300.00	4,523.18	51.36%
632 · SOFTWARE - IT	1,026.56	231.00	13,571.43	10,286.00	(3,285.43)	28,500.00	14,928.57	47.62%
641 · POOL TRAINING AND EDUCATION	0.00	711.00	449.00	2,000.00	1,551.00	2,000.00	1,551.00	22.45%
645 · OFFICE SUPPLIES	411.01	528.00	2,662.02	3,091.00	428.98	6,500.00	3,837.98	40.95%
660 · SEMINARS & EDUCATION	0.00	247.00	2,954.00	1,802.00	(1,152.00)	4,500.00	1,546.00	65.64%
661 · DUES/SUBSCRIPTIONS	25.98	17.00	618.88	230.00	(388.88)	1,025.00	406.12	60.38%
680 · TRAVEL EXPENSE	573.79	995.00	9,252.22	8,159.00	(1,093.22)	9,000.00	(252.22)	102.80%
681 · MEALS	0.00	0.00	1,414.50	1,341.00	(73.50)	2,200.00	785.50	64.30%
683 · AUTO REIMBURSEMENT/MILEAGE	159.25	0.00	798.89	1,048.00	249.11	1,995.00	1,196.11	40.04%
690 · LEGAL EXPENSE	1,097.25	1,130.00	2,032.25	2,131.00	98.75	3,500.00	1,467.75	58.06%
691 · ACCOUNTING EXPENSE	515.00	646.00	14,150.00	15,317.00	1,167.00	18,250.00	4,100.00	77.53%
692 · BANK CHARGES	0.00	0.00	0.00	0.00	-	1,200.00	1,200.00	0.00%
693 · ENTRY SYSTEM CHARGES	1,651.46	1,141.00	21,456.32	13,720.00	(7,736.32)	26,000.00	4,543.68	82.52%
694 · DC VOTER FEES	0.00	0.00	0.00	0.00	-	5,300.00	5,300.00	0.00%
780 · CASH OVER/SHORT	-7.25	0.00	-203.40	0.00	203.40	-	203.40	#DIV/0!
Total GENERAL & ADMINISTRATIVE	5,759.60	6,320.00	80,482.84	66,709.00	(13,773.84)	133,070.00	52,587.16	60.48%
PAYROLL EXPENSES								
599 · BOARD EXPENSES	123.22	2,143.00	9,032.78	12,000.00	2,967.22	24,000.00	14,967.22	37.64%
600 · SALARIES & WAGES	83,798.24	88,526.00	664,909.78	686,009.00	21,099.22	1,305,687.00	640,777.22	50.92%
601 · SOCIAL SECURITY	2,623.38	3,157.00	24,895.81	26,968.00	2,072.19	50,835.00	25,939.19	48.97%
611 · MEDICARE	1,210.64	1,346.00	9,663.94	10,227.00	563.06	19,628.00	9,964.06	49.24%
613 · STATE UNEMPLOYMENT	427.10	493.00	4,507.92	5,160.00	652.08	14,899.00	10,391.08	30.26%
614 · HEALTH INSURANCE	5,015.18	5,446.00	29,892.35	32,721.00	2,828.65	65,142.00	35,249.65	45.89%

	Dec 2023	Budget	Jul-Dec 23	YTD Budget	YTD Variance	Annual Budget	Annual Budget Remaining	YTD Total as % of Budget
(Continued)								
615 • PERS	11,370.62	14,377.00	71,080.51	87,977.00	16,896.49	178,814.00	107,733.49	39.75%
617 • WORKMANS COMPENSATION	2,617.60	3,572.00	15,705.60	21,432.00	5,726.40	42,876.00	27,170.40	36.63%
639 • PAYROLL TAX ADJUSTMENTS	220.50	0.00	1,380.75	0.00	(1,380.75)	-	(1,380.75)	#DIV/0!
640-1 • ACCRUED WAGES	0.00	0.00	0.00	0.00	-	-	0.00	#DIV/0!
640-2 • ACCRUED PAYROLL TAXES	0.00	0.00	0.00	0.00	-	-	0.00	#DIV/0!
640-3 • ACCRUED VACATION	-1,077.60	0.00	114.13	0.00	(114.13)	-	(114.13)	#DIV/0!
Total PAYROLL EXPENSES	106,328.88	119,080.00	831,183.57	882,494.00	51,310.43	1,701,881.00	870,697.43	48.84%
POOL OPERATIONS								
UTILITIES								
619 • GARBAGE	636.00	560.00	3,948.50	3,441.00	(507.50)	6,800.00	2,851.50	58.07%
621 • TELEPHONE EXPENSE	542.50	522.00	3,252.54	3,132.00	(120.54)	6,300.00	3,047.46	51.63%
622 • ELECTRIC	10,169.38	11,986.00	77,806.64	69,872.00	(7,934.64)	140,025.00	62,218.36	55.57%
624 • WATER	481.85	530.00	5,724.45	6,592.00	867.55	11,500.00	5,775.55	49.78%
625 • SEWER	0.00	0.00	2,032.20	2,054.00	21.80	4,075.00	2,042.80	49.87%
626 • NATURAL GAS	18,972.06	7,869.00	73,536.39	38,131.00	(35,405.39)	98,000.00	24,463.61	75.04%
Total UTILITIES	30,801.79	21,467.00	166,300.72	123,222.00	(43,078.72)	266,700.00	100,399.28	62.35%
623 • INSURANCE	0.00	0.00	36,453.43	36,453.43	-	36,453.43	-	100.00%
628 • CHEMICALS	2,888.46	6,305.00	28,772.16	40,380.00	11,587.84	65,000.00	36,227.84	44.26%
633 • MAINTENANCE & REPAIR	4,938.55	10,573.00	41,062.85	48,921.00	7,858.15	112,000.00	70,937.15	36.66%
634 • EQUIPMENT RENTAL	185.59	247.00	2,906.50	2,542.00	(364.50)	4,830.00	1,923.50	60.18%
636 • LANDSCAPE MAINTENANCE	740.00	817.00	4,440.00	4,902.00	462.00	11,796.57	7,356.57	37.64%
640 • EMPLOYEE INCENTIVES	611.32	412.00	2,603.26	1,700.00	(903.26)	2,500.00	(103.26)	104.13%
642 • SAFETY	367.47	1,171.00	7,241.44	4,219.00	(3,022.44)	8,000.00	758.56	90.52%
643 • SUPPLIES	308.01	255.00	3,599.21	2,886.00	(713.21)	5,750.00	2,150.79	62.59%
644 • UNIFORMS	303.85	449.00	2,540.43	2,975.00	434.57	8,000.00	5,459.57	31.76%
646 • SMALL EQUIPMENT	0.00	65.00	184.99	1,128.00	943.01	2,775.00	2,590.01	6.67%
Total POOL OPERATIONS	41,145.04	41,696.00	295,920.00	268,180.43	(27,739.57)	521,030.00	225,110.00	56.80%
850 • DEPRECIATION EXPENSE	44,059.58	44,059.58	264,357.48	264,357.48	-	528,715.00	429,240.00	50.00%
Total Expense	197,293.10	211,135.58	1,471,943.89	1,481,740.91	9,797.02	2,884,696.00	1,577,634.59	51.03%
Net Ordinary Income	(171,954.71)	(180,798.20)	(1,159,262.28)	(1,149,222.21)	(10,040.07)	(2,199,996.00)	(1,214,397.66)	52.69%
Other Income/Expense								
Other Income								
401.4 • AD VALOREM	58,180.03	68,412.00	1,898,171.77	1,730,513.00	167,658.77	2,886,595.00	988,423.23	65.76%
491 • INTEREST INCOME	13,747.33	1,359.00	67,705.41	4,457.00	63,248.41	16,125.00	(51,580.41)	419.88%
499 • OTHER INCOME	0.00	0.00	-172.79	0.00	-	-	-	-
Total Other Income	71,927.36	69,771.00	1,965,704.39	1,734,970.00	230,907.18	2,902,720.00	936,842.82	67.72%
Other Expense								
899 • Interest Expense	0.00	0.00	3,775.20	-3,815.00	-7,590.20	(7,630.00)	(11,405.20)	-
Total Other Expense	-	-	3,775.20	-3,815.00	-7,590.20	(7,630.00)	(11,405.20)	-
Net Other Income	71,927.36	69,771.00	1,961,929.19	1,734,970.00	223,316.98	2,902,720.00	925,437.62	67.59%
Net Income	(100,027.35)	(111,027.20)	802,666.91	585,747.79	213,276.91	702,724.00	(288,960.04)	114.22%

EAST FORK SWIMMING POOL DISTRICT BOARD OF TRUSTEES

AGENDA ACTION SHEET

Agenda Item #2

Title: For Possible Action. Discussion and possible action to elect the Chair and Vice Chair for the Board of Trustees.

Background: In January of each year the Board of Trustees elects a Chair and Vice Chair who serve in those positions for the next 12 months.

Funding: NA

Recommended Motion: Move to approve the appointment of _____ to serve as Chair and _____ to serve as Vice Chair.

Trustee Action: _____ **Approved**
_____ **Denied**
_____ **No Action**
_____ **Other**

EAST FORK SWIMMING POOL DISTRICT BOARD OF TRUSTEES

AGENDA ACTION SHEET

Agenda Item #3

Title: For Possible Action. Discussion and possible action on selecting a qualified elector to serve the remainder of the term for Charles Douglas Robbins. The appointed Trustee will take office on Thursday, February 29th 2024, and will serve until December 31st, 2024.

Background: East Fork Swimming Pool District advertised the open Board of Trustees position 2 times (Dec 16th and 20th, 2023) in the Record Courier and had a flyer in the main office of the facility. One letter of interest was turned into the Board Clerk, Sharon Thompson, by Allen Biaggi prior to the deadline posted.

Funding: NA

Recommended Motion: Move to approve _____ as a qualified elector to serve the remainder of the term for Charles Douglas Robbins. The appointed Trustee will take office on Thursday, February 29th 2024, and will serve until December 31st, 2024.

Trustee Action: _____ **Approved**
_____ **Denied**
_____ **No Action**
_____ **Other**

December 18, 2023

Sharon Thompson
Chairman
Carson Valley Swim Center
East Fork Swimming Pool District
P.O. Box 1972
Minden, Nevada 89423

Dear Chairman Thompson:

This letter is to express my interest in an appointment to the East Fork Swimming Pool District as a trustee. The District provides unparalleled opportunities for Carson Valley's residents and visitors to recreate in a safe and well-managed facility no matter the season. I believe I have a unique set of skills and abilities to offer the District to maintain and enhance the recreational experiences the facility affords for all to enjoy.

Understanding of the culture and facility

I am a third-generation resident of Douglas County. I grew up learning to swim at the County pool and have continued to utilize and enjoy the Carson Valley Swim Center as an adult. I have a unique, long-term perspective of Douglas County and understand the importance of the swim center to the community. I have attended a number of Trustee meetings in the last 12 months gaining valuable knowledge and insight into the facility's management, budget, operations and strategic direction.

Administrative and budgetary experience

I worked in state government for 31 years, the last 12 in positions appointed by three Governors. As Director of the Department of Conservation and Natural Resources, I was responsible for more than 1000 employees with a biennial budget of nearly \$300 million. After retirement I opened my own natural resources consulting business which has been in operation for 13+ years. I know how to create and follow a budget to ensure fiscal accountability to the taxpayers and facility users.

Extensive experience on board and commissions

Throughout my career I sat on a number of boards and commissions. These include the Tahoe Regional Planning Agency (including three years as its chairman), the Commission for Workplace Safety, Nevada's Sagebrush Ecosystem Council, the Tahoe Fund (including two years as chairman), and the Bi-State Fire Commission, to name a few. I understand how boards work, their dynamics, and the need to be an independent, yet thoughtful and cooperative member of a team. In my opinion, leadership must be collaborative and focused, with an eye to the mission of the facility while striving for constant improvement.

Resume of Allen J. Biaggi

For consideration of appointment to the East Fork Swimming Pool District Board of Trustees

Allen Biaggi is a proud third generation Douglas County resident. Like his mother, father and two children, Mr. Biaggi graduated Douglas High school. He went on to earn two degrees at the University of Nevada, Reno. Mr. Biaggi had an extensive government career in all aspects of environmental protection including water and air quality, water allocation, solid and hazardous waste management, forest and rangeland health, and private, state and federal land use policy. Mr. Biaggi owns and operates a natural resources consulting business focusing on water policy, mining and redevelopment. He has decades of experience with issues before the Nevada legislature (including as a private lobbyist) and has testified before the U.S. Congress on multiple occasions. He has been involved in complex litigation as well as negotiations with multiple parties on controversial natural resource related matters.

EDUCATION

- Bachelor of Science, Watershed Management, University of Nevada, Reno, 1982
- Associate of Science, Architectural Design Technology, University of Nevada Reno, 1980

PROFESSIONAL EXPERIENCE

- Principal, A. Biaggi & Associates, LLC, September 2010 – present
- Director, Nevada Department of Conservation and Natural Resources, July 2004 – May 2010
- Administrator, Nevada Division of Environmental Protection, 1998 – July 2004
- Nevada Division of Environmental Protection, various positions of increasing responsibility, May 1979 – July 2004

BOARDS AND COMMISSIONS

- Member, Nevada Supreme Court Commission on Adjudication of Water Law Cases, appointed by the Nevada Supreme Court (2022)
- Nevada Sagebrush Ecosystem Council, appointed by Governor Brian Sandoval
- Member, Tahoe Regional Planning Agency Governing Board, (three years as Chairman)
- Nevada/California Fire Commission (in response to the Lake Tahoe Angora Fire) appointed by Governor Jim Gibbons
- Nevada Climate Change Commission, appointed by Governor Jim Gibbons
- Western States Water Council, appointed by Governor Kenny Guinn
- Commission on Workplace Safety (in response to the Sierra Chemical Explosion) appointed by Governor Bob Miller
- Colorado River Salinity Control Forum
- Nevada State Board to Review Petroleum Claims

Regular facility user

I (and my wife) are frequent users of the Carson Valley Swim Center, which began 15 years ago when we were training for triathlons. While my racing days are waning, I continue to regularly use the pools and workout center. Spending a good bit of time there, I appreciate the day-to-day care and maintenance of the facility and understand the hard work and effort that goes into operating a high quality facility.

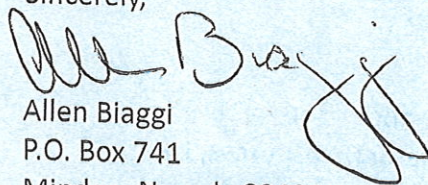
Water is my life

While the Swim Center is much more than just a swimming pool, water is its core mission. I have devoted my life and career to water as a hydrologist with more than four decades of experience. I love to look at it, swim in it, and protect it. An appointment to the Board of Trustees would continue my commitment and fascination with water.

The Carson Valley Swim Center is one of the best facilities of its kind in the west and, I would venture, in the most beautiful setting in the country. Its governance and management is top notch. Thank you in advance for your consideration of my application and appointment to the Board of Trustees. I appreciate the work that all of you do, and I would enjoy joining you in ensuring the swim center's success in the future.

My resume is attached.

Sincerely,



Allen Biaggi

P.O. Box 741

Minden, Nevada 89423

775 781-2112

EAST FORK SWIMMING POOL DISTRICT BOARD OF TRUSTEES

AGENDA ACTION SHEET

Agenda Item #4

Title: Discussion Only. Discussion and update on the Capital Improvement Plan ongoing projects.

Background: East Fork Swimming Pool District contracted with Aquatic Design Group to complete an overall evaluation of the Carson Valley Swim Center's equipment. The capital improvement and maintenance priority list is a combination of that report along with the center's Director, Maintenance Supervisor and Project Manager's recommendations.

Funding: NA

Recommended Motion: Discussion only

Trustee Action: _____ **Approved**
_____ **Denied**
_____ **No Action**
_____ **Other**

Carson Valley Swim Center
Capital Budget
Fiscal Year 2023/2024

Construction Funds Available as of:

Local Government Investment Pool

December 31st
\$ 3,051,444

2023/2024 Projects

Eastside Expansion

Splash Park (TRE)

Roof Restoration ('22-'23)

Project Management ('23-'24 Scott McCullough)

Asset Mang Plan (rockwall, diving board, ada remodel, Slide seam work, repipe work pump room, ada lift, Dive Stand Pad)

Contingency ()

Company	2023/2024 Budget	Contract Amount/ Expense	Remaining Amts. Payable
Plenium / TSK	1,187,245	1,187,245	1,168,584
Douglas County	50,000	50,000	50,000
CTR/Garland	212,755	164,850	8,243
Douglas County	13,000	13,000	9,504
Reserve Analyst	282,554	282,554	181,093
Contingency for Asset Mang	30,000	30,000	6,142
'23/'24 Capital Budget	1,775,554	1,727,649	

1,423,566

Remaining Construction Funds Available

\$ 1,627,878

EAST FORK SWIMMING POOL DISTRICT BOARD OF TRUSTEES

AGENDA ACTION SHEET

Agenda Item #5

Title: For Possible Action. Discussion and possible action on the proposal for the EFSPD Parking Lot extension project from RO Anderson in the amount of \$134,500.

Background: The Board of Trustees and Director have discussed, during public meetings, the need for more parking spaces on the property owned by the EFSPD. The conclusion was driven by board and staff observation, comments from our patrons and safety.

The EFSPD will continue to have an MOU with the DCSD allowing the continued use of DHS's parking lot during times when overflow is needed but the less patrons and staff have to walk across a busy street the safer.

RO Anderson's proposal includes:

- Topographic Site Survey
- Schematic Site Planning
- Design Development Documents
- Geotechnical Investigation and Design Report
- Flood Impact analysis
- Construction Documents (100%) & Permitting Assistance

Funding: NA

Recommended

Motion: Move to approve the proposal for the EFSPD Parking Lot extension project from RO Anderson in the amount of \$134,500.

Trustee Action: _____ **Approved**
_____ **Denied**
_____ **No Action**
_____ **Other**

December 5, 2023

Via Email

Shannon Harris, Director
CARSON VALLEY SWIM CENTER
director@cvs swim.com

c/o Scott McCullough, Project Manager
DOUGLAS COUNTY
smccullough@douglas.nv.us

**EAST FORK SWIMMING POOL DISTRICT: Douglas County APN 1320-30-411-005
Parking and Site Circulation Improvements and Future Building Pad
Scope of Services and Fee Proposal¹**

Dear Ms. Harris:

Thank you for the opportunity to provide Carson Valley Swim Center a proposal for the planned parking lot extension and future building on the subject parcel, located adjacent to your current facility.

Professional Services

To document the understanding between us as to the scope of services that R.O. Anderson Engineering, Inc. (ROA) will perform, we are entering into this agreement with you. To avoid any misunderstandings, this Scope of Services defines the tasks we will perform, the deliverables that will be provided and the fee for the listed professional services.

Project Overview	
Owner:	EAST FORK SWIMMING POOL DISTRICT
Address:	1590 Highway 88
APN:	1320-30-411-005
Applicant/Client:	EAST FORK SWIMMING POOL DISTRICT
Parcel Size:	3.71 acres
Existing Land Use:	Vacant
Proposed Use:	Parking and Site Circulation Improvements and Future Building Pad
Building Size:	To Be Determined
Entitlements Required:	Design Review, SIP, Building Permit
Zoning:	Multi-Family Residential 6.01-16 Dwelling Units/Acres
Flood Information:	FEMA Panel 32005C02334H eff. 6/15/2016 – Flood Zone AH

¹ This Scope of Services is also Exhibit A as referenced in the attached Agreement.

Ms. Shannon Harris
c/o Mr. Scott McCullough
December 5, 2023
Page 2 of 7

Task 1: Topographic Site Survey

Under this initial task we will prepare a detailed topographic survey of the subject property. The survey will include confirming and identifying the location of the property corners with surveyor lath and flagging, establishing horizontal and vertical control on North American Vertical Datum 1988 (NAVD 88), and completing the survey in sufficient detail to develop elevation contours at one foot interval over the 3.7-acre site plus about 50 feet onto adjacent sites including State Route Highway 88.

- Budget:** We offer these Task 1 services on a lump sum basis for a fee of \$7,500
- Timing:** We will initiate our field surveying efforts to establish survey control within 10 working days of receipt of the authorization to proceed.
- Deliverables:** Deliverables will include site survey to verify and confirm existing property boundaries, establish horizontal and vertical control points proximate to the site, and a topographic survey of the site with one-foot contour intervals for use with each of the remaining tasks.

Task 2: Schematic Site Planning

The schematic site planning efforts will include the development of up to three alternative site plans that define the prospective locations of future building(s) as well as site circulation and parking improvements to meet the District's long-term objectives for this property and the campus as a whole. This task will consider and account for as appropriate pedestrian access between the existing swimming pool facilities and the planned facilities for this additional site, vehicle circulation and expansion of parking to meet planned uses. Additionally, it is expected that this planning exercise will evaluate the potential of gaining a full movement intersection to this new site from State Route Highway 88 and a perimeter driveway to Mahogany Drive east of the existing swimming pool building, both of which are expected to improve site circulation for visitors and users of these facilities.

- Budget:** We offer these Task 2 services on a lump sum basis for a fee of \$8,500.
- Timing:** We will initiate these preliminary site planning efforts within five working days of completing the field surveying efforts summarized in Task 1. Initial site circulation and parking plans will be delivered and presented for review within 30 days of authorization. Development and presentation of additional versions of the schematic site plan will be prepared and delivered for review within time periods as agreed to during the site planning process.
- Deliverables:** Deliverables will include up to three alternative schematic site plans, participation in the site planning process with the Client-selected planning team. It is anticipated that the final Schematic Site Plan will be the basis of the design development drawings to be developed under Task 3.

Ms. Shannon Harris
c/o Mr. Scott McCullough
December 5, 2023
Page 3 of 7

Task 3 - Design Development Documents (60%)

Under this task the Engineer will prepare and provide:

- The design development-level drawings of the planned improvements including civil site, grading, and utility plans. We anticipate the following plan sheets will make up the design development drawings:
 - Preliminary Site/Utility Plan defining the extent of site circulation and parking improvements, as well as public utility (water, sewer, storm drain, and power) extensions needed to serve future building improvements.
 - Preliminary Site Grading Plan including establishing proposed building pad elevations to ensure future building improvements will be sufficiently elevated to be safe from flooding and compliant with Douglas County's floodplain management ordinance.
- Conceptual Drainage Study to document and identify storm water management improvements required to meet Douglas County codes.
- Engineer's Estimate of Probable Construction Costs for permitting purposes.
- We anticipate and will address up to one round of plan review comments.

Budget: We offer these Task 3 services on a lump sum basis for a fee of \$25,500.

Timing: This task will be initiated with 15 days of authorization to proceed, and the preliminary site development drawings and design reports will be completed within 70 days of your authorization to proceed.

Deliverables: Design development level drawings as listed above, draft Conceptual Drainage Report, and Engineer's Preliminary Estimate of Probable Site Construction Costs.

Task 4 – Geotechnical Investigation and Design Report

The Engineer will sub-consult with a geotechnical engineer to undertake the site investigation required to perform a geotechnical investigation and associated laboratory testing necessary to develop geotechnical design recommendations for the project. The scope of services will include research, field exploration, field and laboratory testing, and engineering analyses to allow formulation of geotechnical recommendations for design and construction of site improvements proposed on this project site. Each of the above items will be summarized in a report suitable for use by the project design team members including architect and structural engineering firms that may be engaged in the future to prepare the building design, and for submittal to governing agencies for permitting purposes.

Coordination with the subconsultant is included with this task.

Budget: This task will be provided on a lump sum basis for \$13,500.

Ms. Shannon Harris
c/o Mr. Scott McCullough
December 5, 2023
Page 4 of 7

Timing: This task will be initiated upon completion of the Schematic Design Phase and completed and delivered concurrently with the design development documents described above.

Task 5: Flood Impact Analysis

For project sites located within what is known to be a Special Flood Hazard Area (SFHA) of the Carson River, the county requires that a detailed flood impact analysis (FIA) be prepared and submitted with any application. This requires the evaluation and manipulation of the current two-dimensional hydraulic model of the Carson River that has recently been approved by FEMA and adopted by Douglas County as the best available information of flooding potential of the Carson River. Preparing the flood impact analysis involves establishing a duplicate effective model that confirms the local modelling results are consistent with the results within the adopted model. From that point, the proposed site development improvements must be input into the model and the model files updated to reflect the planned improvements at the site. The model is then operated for the purpose of estimating and documenting potential impacts to the water surface elevations and adjacent properties resulting from construction of the proposed site improvements. As a point of information, Douglas County code defines adverse impact as raising the base flood elevations (BFE) 1.0-foot or greater. The county's code further establishes that changes of the BFE of 0.5 feet or more on an adjacent parcel requires the applicant to prepare and submit a Conditional Letter of Map Revision (CLOMR) to FEMA².

Under this task, the Engineer will:

- a. Solicit and obtain from either FEMA or Carson Water Subconservancy District the current version of the pending two-dimensional hydraulic model.
- b. Upload the data and operate the model on the Engineer's computers to verify results are consistent with the base model – create a Duplicate Effective Model (DEM)
- c. Utilizing the topographic data collected under Task 1, knit the data into the terrain model included in the base model and re-run the model to establish estimated water surface elevations and flow paths reflective of the current topographic conditions at the site – create a Corrected Effective Model (CEM).
- d. Using the results of the Site Plan and Grading Plan developed in Task 3, input that plan into the CEM and re-run the model to establish estimated water surface elevations in the post-project condition – create a Post-project Condition Model (PCM).
- e. Compare the water surface elevations determined from the PCM to the water surface elevations derived from the CEM and report the results to the Client.
- f. Prepare detailed Technical Memorandum summarizing results of the hydraulic model including up to 6 supporting mapping exhibits defining each model run.

² The timing of FEMA to process a CLOMR is highly variable but in our experience not less than 8 months.

Ms. Shannon Harris
c/o Mr. Scott McCullough
December 5, 2023
Page 5 of 7

Budget: We offer these Task 4 services on a lump sum basis for a fee of \$23,500.

Timing: This task will be initiated within 10 days of completing the topographic site survey under Task 1 and completed within 15 calendar days of completion of the Design Development drawings defined in Task 3 above.

Deliverables: Technical Memorandum summarizing the results of the two-dimensional hydraulic modelling efforts.

If, upon reviewing the results of the comparison of the PCM to the CEM, the Client wishes to make changes to site grading and re-run the PCM, which is typically to avoid adverse impacts or a requirement of a CLOMR, the Engineer will prepare a supplemental proposal for the services needed to modify the Site Plan and Grading Plan to minimize observed impacts. The supplemental proposal will include both the fee and the additional time required to execute the models. Upon approval of that proposal for supplemental services the Engineer will complete those tasks and re-run the model prior to preparing the Technical Memorandum.

Task 6: Construction Documents (100%) and Permitting Assistance

Under this task, the Engineer will review and address client-provided comments on the Design Development documents and prepare the construction documents at 90% level for final permitting purposes. The Engineer will also prepare the final Technical Drainage Report and construction specification sections for use and incorporation into the bid documents and Project Manual. Additionally, the Engineer will prepare each of the necessary Site Improvement Permit applications and supporting documents for submittal to each reviewing agency, which is anticipated to be limited to:

- Douglas County Community Development
- Town of Minden (Water Supply and Fire Protection)
- Minden-Gardnerville Sanitation District (Sewage collection, treatment and disposal)
- East Fork Fire & Paramedic District (Fire Protection)

Upon receipt of comments from each reviewing agency, the Engineer will address the comments, update the drawings as necessary and re-submit for the final permit (100% Drawings).

The Engineer will provide final construction specifications for use in the Project Manual, the final Technical Drainage Report and an updated Engineer's Estimate of Probable Construction Costs.

Finally, the Engineer will prepare a draft SWPPP and Notice of Intent for submittal to Nevada Division of Environmental Protection (NDEP) – the bureaus of Water Pollution Control and Air Quality.

Ms. Shannon Harris
c/o Mr. Scott McCullough
December 5, 2023
Page 6 of 7

Budget: We offer these Task 6 services on a lump sum basis for a fee of \$56,000.

Timing: We will initiate our efforts on the construction documents upon receipt of comments from the Client and review agencies. We anticipate having construction documents at 90% level for permitting purposes within three weeks or receipt of initial client and agency review comments on the Design Development documents. Within three weeks of receipt of comments from the respective reviewing agencies on the 90% construction documents, we will have addressed the comments in writing and will be ready to re-submit 100% construction documents for final approval and permit issuance.

Deliverables: Construction documents including 100% plans; final Technical Drainage Study; Construction Specifications; and written responses to comments received from the respective review agencies. The Engineer will also prepare a draft SWPPP and Notice of Intent and submit same to NDEP.

Summary of Exclusions

In general, this proposal does not include services or deliverables not specifically mentioned above. These exclusions include but are not limited to the following.

- Any type of fees such as application, plan review, permit, bond, capacity or connection, utility contracts
- Traffic Impact Analysis or Traffic Study/Report, if required.
- Encroachment Permitting Services through Nevada Department of Transportation
- Materials (QC) testing during construction
- Construction Surveying
- Dry Utility (e.g., power, telephone, or natural gas) design
- Permitting services not specifically offered above.

Unanticipated Services

If an unanticipated need for additional services arises—such as, litigation support, or any other exogenous service not anticipated in this scope of services—ROA hereby agrees to perform additional services at a mutually agreed-upon price. These additional services will be priced separately utilizing a Change Order.

Payment Terms

Work completed for tasks with a lump sum fee will be billed based on the estimated percentage of service completed for each task during the previous month. If you wish to discuss any matter related to our billing policies or a specific invoice, we encourage you to contact us at the earliest opportunity.

Summary of Services

The table below summarizes the fee for each task and total proposed cost for these professional services.

Ms. Shannon Harris
c/o Mr. Scott McCullough
December 5, 2023
Page 7 of 7

Task	Task Description	Billing Type	Fee
Task 1	Topographic Site Survey	Lump Sum	\$7,500
Task 2	Schematic Site Planning	Lump Sum	\$8,500
Task 3	Design Development Documents	Lump Sum	\$25,500
Task 4	Geotechnical Investigation and Design Report	Lump Sum	\$13,500
Task 5	Flood Impact Analysis	Lump Sum	\$23,500
Task 6	Construction Documents (100%) & Permitting Assistance	Lump Sum	\$56,000
TOTAL			\$134,500

Valid Until Date

The timing and fees outlined in this proposal are valid for a period of 60 calendar days from the date of this letter, after which this firm can no longer commit to the proposed fee or the proposed timing. Unexpected delays over which we have no control may also affect the delivery date. Upon authorization, the terms in this proposal, including the price and timing, will be valid for one year—after which the offered services may be amended, revised, or revoked.

Please review the scope of services and fee proposal carefully. After reviewing these documents should you have any questions or require any clarifications, please contact me directly. I have anticipated that if authorized these services will be governed by Douglas County's standard form agreement for professional services, which I expect you will send to me when you are satisfied with the scope of services and fees. After receiving your authorization, we will initiate our efforts.

Yours faithfully,

R.O. ANDERSON ENGINEERING, INC.



Robert O. Anderson, PE, WRS, CFM
Principal Engineer

Attachments – Standard Form Agreement

**STANDARD FORM AGREEMENT
BETWEEN R.O. ANDERSON ENGINEERING, INC. AND CARSON VALLEY SWIM CENTER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT—effective as of 12/5/2023—between CARSON VALLEY SWIM CENTER ("CLIENT") and R.O. ANDERSON ENGINEERING, INC. ("CONSULTANT"). CLIENT intends to secure Professional Engineering Services, including Site Improvements and Future Building Pads on the property located at 1590 Highway 88 ("Project"). CLIENT and CONSULTANT, in consideration of their mutual covenants as set forth herein, agree as follows below.

ARTICLE 1 - SERVICES OF CONSULTANT

1.01 Scope

A. CONSULTANT shall provide the Basic and Additional Services set forth and described in Exhibit A: Scope of Services.

B. Upon this Agreement becoming effective, CONSULTANT is authorized to begin the Scope of Services set forth in Exhibit A.

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.01 General

CLIENT shall have the responsibilities set forth herein;

A. Provide all criteria and full information as to CLIENT's requirements for the PROJECT, including design objectives and constraints; space, capacity, and performance requirements; flexibility and expandability; and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications.

B. Assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.

C. Furnish to CONSULTANT, as required for performance of CONSULTANT's basic services, the following:

1. Data prepared by or services of others, including without limitation borings, probings, and subsurface explorations; hydrographic surveys; laboratory tests; and inspections of samples, materials, and equipment;
2. Appropriate professional interpretations of all of the foregoing;
3. Environmental assessment and impact statements, if required by any governmental authority;
4. Previous property, boundary, easement, right-of-way, topographic and utility surveys;
5. Property descriptions;
6. Zoning, deed, and other land use restrictions; and,
7. Other special data or consultations not covered in Article 2;

All of which CONSULTANT may use and rely upon in performing services under this AGREEMENT.

D. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this AGREEMENT.

E. Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by CONSULTANT, obtain advice of an attorney, insurance counselor, and other consultants as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.

F. Furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.

G. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or nonconformance in the work of any Contractor.

H. Bears all costs incident to compliance with the requirements of Article 2.01.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

A. CONSULTANT's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, CONSULTANT's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of CONSULTANT, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If CLIENT has requested changes in the scope, extent, or character of the Project, the time of performance and compensation for CONSULTANT's services shall be adjusted equitably.

3.02 Suspension

A. If CLIENT fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if CONSULTANT's services are delayed through no fault of CONSULTANT, CONSULTANT may, after giving 7 days' written notice to CLIENT, suspend services under this Agreement.

ARTICLE 4 - PAYMENTS TO CONSULTANT

4.01 Methods of Payment for Services and Reimbursable Expenses of CONSULTANT

A. *For Basic Services.* CLIENT shall pay CONSULTANT for Basic Services performed or furnished, on an hourly or lump sum basis as specified in Exhibit A: Scope of Services accompanying this document.

B. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 4.01.A, CLIENT shall pay CONSULTANT for Reimbursable Expenses incurred by CONSULTANT and CONSULTANT's Subconsultants at cost + 10% for said reimbursable expenses. Reimbursable Expenses may include the following:

1. Subconsultants hired at the CLIENT's request for services not included in Exhibit A.
2. Application costs or fees advanced on the CLIENT's behalf.
3. Fees paid to state or local agencies for required documents (e.g. Recorder's Office, Assessor's Office).

4.02 Other Provisions Concerning Payments

A. *Initial Payment.* Upon execution of this Agreement, CLIENT shall provide any Initial Payment required in Exhibit A: Scope of Services accompanying this document. This Initial Payment is non-refundable and is the minimum fee due CONSULTANT and is earned upon receipt.

B. *Preparation of Invoices.* Invoices will be prepared in accordance with CONSULTANT's standard invoicing practices and will be submitted to CLIENT by CONSULTANT, unless otherwise agreed. Tasks with an hourly rate will be billed according to the current hourly rate schedule; each monthly invoice will be calculated based on the actual time incurred on the Project during the billing period according to the Consultant Hourly Rate Schedule in effect at the time services are performed. Work completed for tasks with a lump sum fee will be billed based on the estimated percent of project completed during the previous month. Scheduled payments will be due as identified in the Scope of Services.

C. *Payment of Invoices.* Invoices are due and payable upon receipt unless otherwise stated in Exhibit A: Scope of Services. CONSULTANT is under no duty to release deliverables, make submittals or appear at public meetings on behalf of CLIENT to testify and provide opinions until the scheduled payment is received. If CLIENT fails to make any payment due CONSULTANT for services and expenses within 30 days after receipt of CONSULTANT's invoice therefore, the amounts due CONSULTANT will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, CONSULTANT may, after giving 7 days' written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses, and other related charges. Payments then received will be credited first to interest and then to principal.

D. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be

paid.

E. *Payments Upon Termination.*

1. In the event of any termination under paragraph 6.06, CONSULTANT will be entitled to invoice CLIENT and will be paid for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

2. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, CONSULTANT, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice CLIENT and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. CONSULTANT's opinions of probable Construction Costs provided for herein are to be made on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's best judgment as an experienced and qualified professional generally familiar with the industry. However, since CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, CONSULTANT cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by CONSULTANT. If CLIENT wishes greater assurance as to probable Construction Cost, CLIENT shall employ an independent cost estimator.

5.02 Opinions of Total Project Costs

A. CONSULTANT assumes no responsibility for the accuracy of opinions of Total Project Costs.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional consulting and related services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

B. CONSULTANT shall be responsible for the technical accuracy of its services and documents resulting therefrom, and CLIENT shall not be responsible for discovering deficiencies therein. CONSULTANT shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CLIENT-furnished information.

C. CONSULTANT shall perform or furnish professional

consulting and related services in all phases of the Project to which this Agreement applies. CONSULTANT shall serve as CLIENT's prime professional for the Project. CONSULTANT may employ such CONSULTANT's Subconsultants as CONSULTANT deems necessary to assist in the performance or furnishing of the services. CONSULTANT shall not be required to employ any CLIENT's Consultant unacceptable to CONSULTANT.

D. CONSULTANT and CLIENT shall comply with applicable Laws or Regulations and CLIENT-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to CLIENT's responsibilities or to CONSULTANT's scope of services, times of performance, or compensation.

E. CLIENT shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data and other information furnished by CLIENT to CONSULTANT pursuant to this Agreement. CONSULTANT may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. CLIENT shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of CONSULTANT.

G. During the Construction Phase, if any, CONSULTANT shall not supervise, direct, or have control over Contractor's work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

H. CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

I. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, Latest Edition) unless both parties mutually agree to use other General Conditions.

J. Because applications for project entitlements, plan reviews, or project-related permits are issued at the discretion of the agencies having review authority and jurisdiction, CONSULTANT cannot and does not guarantee the approval of any application, plan review, or permit nor the acceptability of the conditions imposed by the reviewing agency. CLIENT acknowledges the above and understands that CONSULTANT does not guarantee the approval of any application, plan review, or project-related permit.

6.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, CONSULTANT and CLIENT shall designate specific individuals to act as CONSULTANT's and CLIENT's representatives with respect to the services to be performed or furnished by CONSULTANT and responsibilities of CLIENT under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. It is understood and agreed that if CONSULTANT's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by CLIENT, then CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the CONSULTANT that may be in any way connected thereto.

6.04 Use of Documents

A. All Documents are instruments of service in respect to this Project, and CONSULTANT shall retain an ownership and property interest therein (including the right of reuse at the discretion of the CONSULTANT) whether or not the Project is completed.

B. Copies of CLIENT-furnished data that may be relied upon by CONSULTANT are limited to the printed copies (also known as hard copies) that are delivered to the CONSULTANT. Files in electronic media format of text, data, graphics, or of other types that are furnished by CLIENT to CONSULTANT are only for convenience of CONSULTANT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by the CONSULTANT. Files in electronic media format of text, data, graphics, or of other types that are furnished by CONSULTANT to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. When transferring documents in electronic media format, CONSULTANT makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software packages, operating systems, or computer hardware differing from those used by CONSULTANT at the beginning of this Project. Unless explicitly stated in the Agreement, CONSULTANT is not obligated to release electronic data.

E. CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by CONSULTANT, as appropriate

for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT's Subconsultants. CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT's Subconsultants from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.

F. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

G. Any verification or adaption of the Documents for extensions of the Project or for any other project will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

6.05 Insurance

A. CONSULTANT shall procure and maintain professional liability insurance with a limit of \$1,000,000 per occurrence.

B. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause CONSULTANT and CONSULTANT's Subconsultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

C. At any time, CLIENT may request that CONSULTANT, at CLIENT's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those otherwise provided. If so requested by CLIENT, with the concurrence of CONSULTANT, and if commercially available, CONSULTANT shall obtain and shall require CONSULTANT's Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by CLIENT.

6.06 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By CONSULTANT:

1) upon 7 days' written notice if CONSULTANT believes that CONSULTANT is being requested by CLIENT to furnish or perform services contrary to CONSULTANT's responsibilities as a licensed professional; or

2) upon 7 days' written notice if the CONSULTANT's services for the Project are delayed or suspended for more than 90 days for reasons beyond CONSULTANT's control.

3) CONSULTANT shall have no liability to CLIENT on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such

notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

6.07 Controlling Law

A. This Agreement is to be governed by the laws of the state of Nevada.

6.08 Successors, Assigns, and Beneficiaries

A. CLIENT and CONSULTANT each is hereby bound and the partners, successors, executors, administrators, and legal representatives of CLIENT and CONSULTANT (and to the extent permitted by paragraph 6.08.B the assigns of CLIENT and CONSULTANT) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither CLIENT nor CONSULTANT may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to any assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement: Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CLIENT or CONSULTANT to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

6.09 Dispute Resolution

A. CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 45 days from the date of notice prior to exercising their rights under other provisions of this Agreement, or under law. In the absence of such an agreement, the parties agree to submit the matter to confidential non-binding mediation. If such mediation efforts are not successful, the parties agree to submit the dispute to confidential binding arbitration. The Federal Arbitration Act shall then govern this arbitration clause and any and all related court proceeding(s) shall be sealed.

B. Attorney's Fees and Costs: The prevailing party in such a dispute shall be awarded all costs and attorney's fees incurred through all appeals and enforcement of judgment or award, including, without limitation, all costs

and attorney's fees in related contempt proceedings, garnishments, execution, levy, debtor and third-party examinations, bankruptcy litigation and discovery, whether before, after or during any trial.

6.10 Hazardous Environmental Condition

A. CLIENT represents to CONSULTANT that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. CLIENT has disclosed to the best of its knowledge to CONSULTANT the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity, and location.

C. CLIENT acknowledges that CONSULTANT is performing professional services for CLIENT and that CONSULTANT is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with CONSULTANT's activities under this Agreement.

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CONSULTANT or CONSULTANT's officers, directors, partners, employees, and CONSULTANT's Subconsultants in the performance and furnishing of CONSULTANT's services under this Agreement.

2. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners, employees, and CONSULTANT's Subconsultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and CLIENT's consultants with respect to this Agreement or the Project.

3. To the fullest extent permitted by law, CONSULTANT's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any cost, loss, or damages caused in part by the negligence of CONSULTANT and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that CONSULTANT's negligence bears to the

total negligence of CLIENT, CONSULTANT, and all other negligent entities and individuals.

4. To the fullest extent permitted by law, the total liability, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, employees, agents, consultants to CLIENT and anyone claiming by, through or under CLIENT, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to CONSULTANT's services, the project or this agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by CONSULTANT under this agreement.

5. This allocation of risk clause does not change the substantive law governing professional negligence liability including, but not limited to, the application of the Economic Loss Doctrine.

6.12 Notices

A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of delivery.

6.13 Survival

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ARTICLE 7 - EXHIBITS AND SPECIAL PROVISIONS

7.01 Exhibits Included

- A. Exhibit A: Consultant's "Scope of Services"
- B. Exhibit B: ~~NA~~
- C. Exhibit C: NA
- D. Exhibit D: NA

7.02 Total Agreement

A. This Agreement (consisting of pages 1 to 6 inclusive, together with the Exhibits identified above)

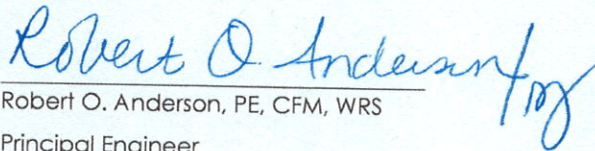
constitutes the entire agreement between CLIENT and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed

written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date indicated on Page 1.

CONSULTANT

R.O. ANDERSON ENGINEERING, INC.


Robert O. Anderson, PE, CFM, WRS
Principal Engineer

Date: 12/5/2023

Address for giving notices

P.O. Box 2229
Minden, Nevada 89423

Designated Representative (par. 6.02.A)

Robert O. Anderson, PE, CFM, WRS
Principal Engineer
Phone: 775.215.5026
Fax: 775.782.7084
E-mail: randerson@roanderson.com

CLIENT

CARSON VALLEY SWIM CENTER

Shannon Harris

Director

Date: _____

Address for giving notices

1600 Highway 88
Minden, NV 89423

Client Contact Information

Phone: Please provide phone number.
Fax: Please provide if applicable
Email: director@cvs swim.com

Designated Representative (par. 6.02.A)

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

EAST FORK SWIMMING POOL DISTRICT BOARD OF TRUSTEES

AGENDA ACTION SHEET

Agenda Item #6

Title: Discussion Only. Discussion of the proposed '24-'25 operating budget, 5 year capital improvement budget and population trends of Douglas County.

Background: The Board of Trustees will review the tentative budget during the January and February Board meetings. In March, the Board will approve the budget which will be filed with the Nevada Department of Taxation by April 15th, 2024.

Funding: NA

Recommended Motion: Discussion Only.

Trustee Action: _____ **Approved**
_____ **Denied**
_____ **No Action**
_____ **Other**

**EAST FORK SWIMMING POOL DISTRICT
PROJECTED FIVE YEAR CAPITAL IMPROVEMENT PLAN
INCLUDING PROJECTED OPERATING COSTS FOR EACH OF THE NEXT FIVE YEARS
AS REQUIRED BY NRS 350.0035**

Preliminary ideas and costs estimated on Capital Improvement for the next 5 years for the EFSPD Board to consider.

Item	Cost	Proposed Funding Source	Additional Maintenance Costs for Each of the Next Five Years
Fiscal Year 2024- 2025			
Capital Improvement Project (Lobby Remodel, Concession Expansion, Maint. Yard Improv. (ESE) TRE Splash Pad, Generator 150kW)	2.6M	Property Tax - General Revenue	No additional costs expected
Asset Management (Activity Pool Toys, ADA lift, UV Panel)	280,758	Property Tax - General Revenues	No additional costs expected
Project Management	15,000	Property Tax - General Revenues	No additional costs expected
Contingency	30,000	Property Tax - General Revenues	No additional costs expected
Total 2024 – 2025	<u>\$2,925,758</u>		
Item	Cost	Proposed Funding Source	Additional Maintenance Costs for Each of the Next Five Years
Fiscal Year 2025- 2026			
Capital Improvement Project (Parking Lot Expansion)	350,000	Property Tax - General Revenue	No additional costs expected
Asset Management (Score Board, LG Chair Resurface Parking Lot, Paint Exterior)	356,212	Property Tax - General Revenues	No additional costs expected
Project Management	15,000	Property Tax - General Revenues	No additional costs expected
Contingency	30,000	Property Tax - General Revenues	No additional costs expected
Total 2025 – 2026	<u>\$751,212</u>		

Item Fiscal Year 2026- 2027	Cost	Proposed Funding Source	Additional Maintenance Costs for Each of the Next Five Years
Capital Improvement Projects (AH MP Room)	750,000	Property Tax - General Revenue	No additional costs expected
Asset Management (Speakers, Wrought Iron, Sidewalk Repair)	111,765	Property Tax - General Revenues	No additional costs expected
Project Management	15,000	Property Tax - General Revenues	No additional costs expected
Prelim ACME Studies (Aquatic Multiuse Expansion)	200,000	Property Tax - General Revenues	No additional costs expected
Contingency	30,000	Property Tax - General Revenues	No additional costs expected
Total 2026 – 2027	<u>\$1,106,765</u>		

Item Fiscal Year 2027- 2028	Cost	Proposed Funding Source	Additional Maintenance Costs for Each of the Next Five Years
Capital Improvement Projects (Indoor Plaster/Paint, Deck Resurface)	838,000	Property Tax - General Revenue	No additional costs expected
Asset Management (Spring Board, CO2 Tank, LG Stand, Pumps)	77,535	Property Tax - General Revenues	No additional costs expected
Project Management	15,000	Property Tax - General Revenues	No additional costs expected
Prelim ACME Studies (Aquatic Multiuse Expansion)	200,000	Property Tax - General Revenues	No additional costs expected
Contingency	30,000	Property Tax - General Revenues	No additional costs expected
Total 2027 – 2028	<u>\$1,160,535</u>		

Item	Fiscal Year 2028- 2029	Cost	Proposed Funding Source	Additional Maintenance Costs for Each of the Next Five Years
Capital Improvement Projects (ACME Project)		550,000	Property Tax - General Revenues	No additional costs expected
Asset Management (Quartz Thimble, Pumps ADA Lifts)		118,698	Property Tax - General Revenues	No additional costs expected
Project Management		15,000	Property Tax - General Revenues	No additional costs expected
Contingency		30,000	Property Tax - General Revenues	No additional costs expected
Total 2028 – 2029		<u>\$713,698</u>		

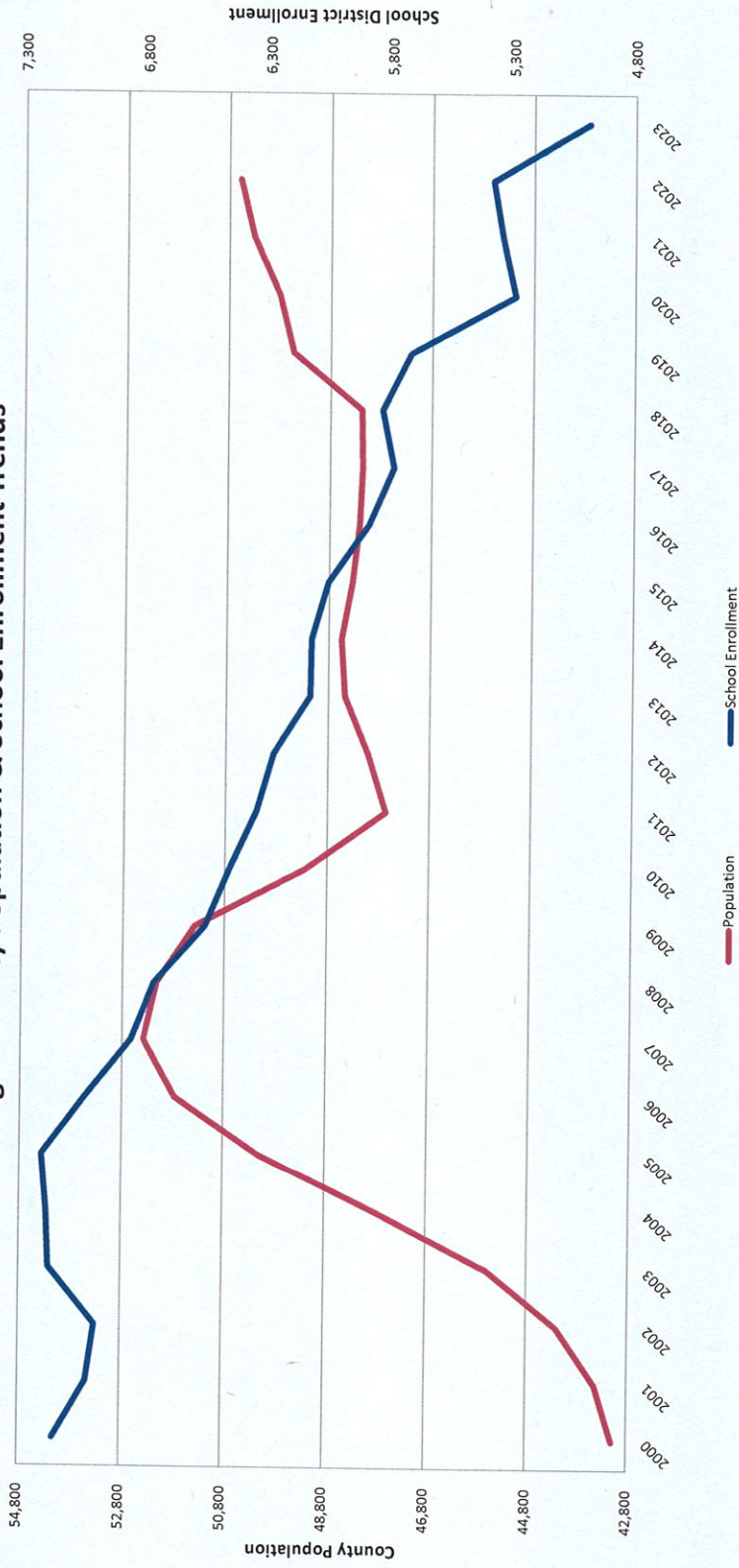
Total of 5 year projects: \$6,657,968 or an average of \$1,331,593 / year

Proposed '24-'29 Capital Budget

\$,000

	July 1 2024	24/25	25/26	26/27	27/28	28/29
Cash Flow		1,200	1,200	1,200	1,200	1,200
Capital Budget		2,925	751	1,106	1,160	713
Repayment		120	120	120	-	-
AMP Retainage		300	336	329	349	345
Funds Available	3,000	855	848	493	184	326

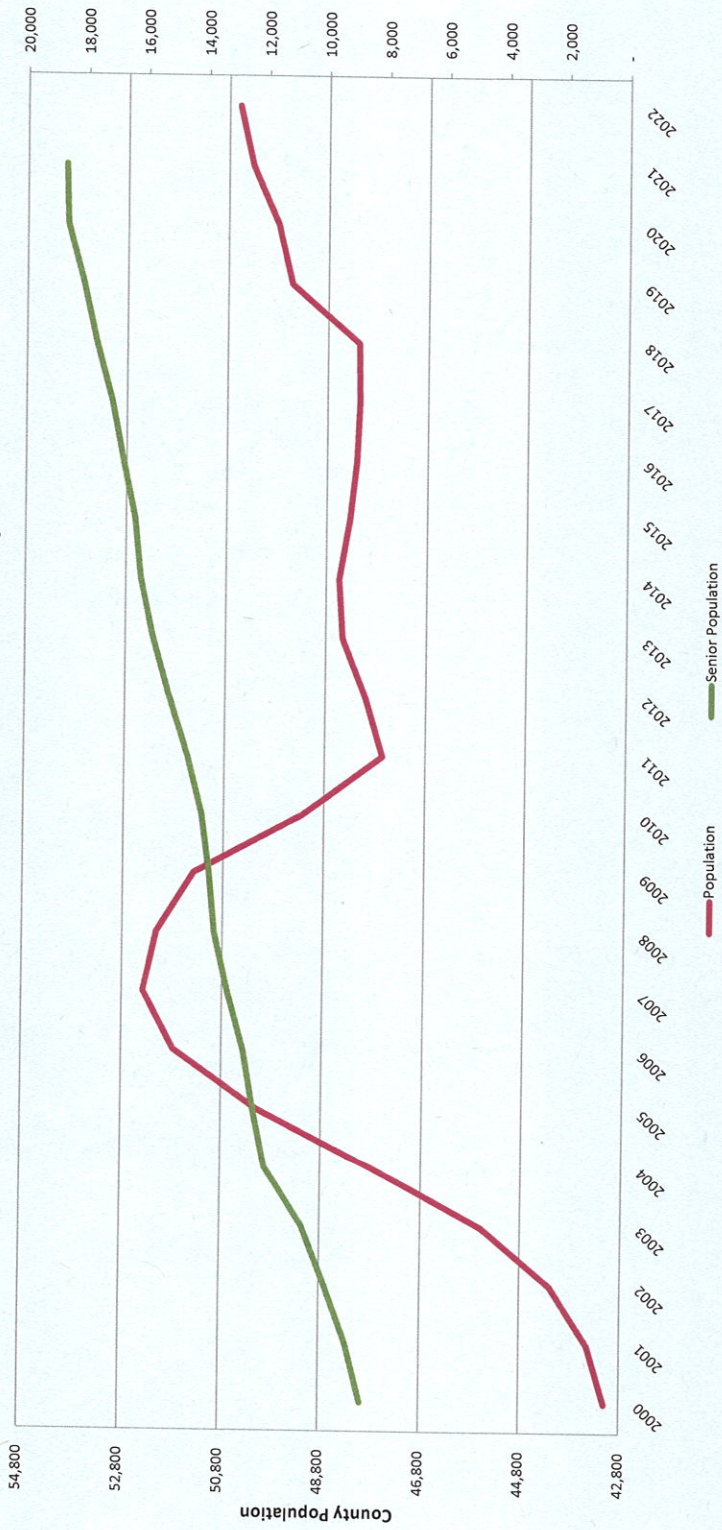
Douglas County Population & School Enrollment Trends



Population data obtained from "Population Projections for Nevada's Counties 2015 to 2023" from The Nevada State Demographer's Office.

School enrollment data provided by the Douglas County School District.

Douglas County Population & Senior Population



Population data obtained from "Population Projections for Nevada's Counties 2015 to 2023" from The Nevada State Demographer's Office.

CVSC January 2024 Director's Report

User Attendance: See board binder documents.

- Dec 2022 Attendance was 6803. Dec 2023 Attendance was 7389 (See attached docs)

Programming, Staffing and Training:

- Holiday Celebrations were successful in thanking and honoring our CVSC Team.
- Leadership Team (Director and Supervisors) meet monthly to plan and discuss CVSC programming & staffing.
- Monthly In-Service Training/Meeting was conducted by all supervisors.
- Session, Drop-In and Private swim and dive lessons are combined numbers and classes have been successful (see attached #'s)
- Water Aerobics Class attendance is staying steady at 35+ participants in the morning classes. Evening classes are smaller but well liked and attended.

Marketing and Public Relations:

- Shannon attended Directors Forum for the NRPS in Las Vegas and Reno, DCSD's "Partners Across Communities" Open House, Executive and General NRPS Board Meetings and the Oversight Committee Meeting as a member for Pool Pact.
- Social media exposure, information sharing and flyers: Facebook & Instagram updates (Sarah & Catherine).
- Website updates (Justin, Paul, Sharon), Google Business updates (Shannon), Alignable updates (Shannon)
- Publications: Carson Valley Business Directory, Getaway Reno/Tahoe Area, Best of CV, Almanac, Record Courier.
- CGI Marketing Group continues to do a good job managing our online reputation with Google, Yelp (Shannon)
- Phone Message updates (Sherrie)
- Water Aerobics Coordinator (Deanna) is emailing staff and patrons on our internal water aerobics list to keep up-to-date on schedule or procedure changes.

Employee Recognition:

- Employee of the Month: TBD

Maintenance Updates:

- Therapy Pool restroom door and locking mechanism has been replaced. The other door to follow now that we know it works well and the patrons are happy with it – easier to lock and lighter in weight.
- Research being done on a new upgraded projector for Flick N Floats and special events.
- Radio Repeater System Final Inspection was completed and passed.
- Roof coating project walk thru identified more work to be done. Retention is still being held.
- Dive stand pad has been put in place but has some bubbling. The company will be out to complete warranty work onsite the end of January 2024.
- Daily, weekly, monthly and annual maintenance projects and asset management are being completed... excel document updated by Maintenance Supervisor and Director regularly
- Updating and improving the data information in Reserve Analyst (Asset Management Program).

Monthly Financial: See board binder documents.

Correspondence: See board binder documents (if applicable).

East Fork Swim Pool District

Attendance Report Fiscal Year: 2022-2023

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Attendance	22265	15621	9610	8532	6962	6803							69793
Attendance:													
Lessons	1498	650	246	461	392	197							3444
Swim Team	1869	1440	1760	1680	1300	1320							9369
Mem/Pass Visits	3893	3968	3118	3052	2477	2523							19031
DHS Aquatics	0	125	588	434	620	272							2039
DHS Swim/Dive	0	0	0	0	0	0							0
Drop-In Visits	15005	9438	3898	2905	2173	2491							35910
User Fees	72,511	58,663	28,952	24,577	21,532	22,332							\$228,567

East Fork Swim Pool District

Attendance Report Fiscal Year: 2023-2024

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Attendance	22813	14787	8898	8057	7373	7389	0	0	0	0	0	0	69317
Attendance:													
Lessons	1703	786	548	415	481	200							4133
Swim Team	1000	1100	1050	1100	1000	1000							6250
Mem/Pass Visits	3964	3914	3210	3216	3096	3051							20451
DHS Aquatics	0	172	447	318	404	344							1685
DHS Swim/Dive	0	0	0	0	0	0							0
Drop-In Visits	16146	8815	3643	3008	2392	2794							36798
User Fees	100,273	70,785	35,787	31,700	28,920	22,819							\$290,284

East Fork Swim Pool District

Attendance Report Fiscal Year: 2022-2023

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Attendance	22265	15621	9610	8532	6962	6803	7138	7915	9485	11261	9632	16649	131873
Attendance:													
Lessons	1498	650	246	461	392	197	356	429	543	577	576	1045	6970
Swim Team	1869	1440	1760	1680	1300	1320	1320	1200	1320	1200	1020	1000	16429
Mem/Pass Visits	3893	3968	3118	3052	2477	2523	2370	2331	2907	3078	2910	3647	36274
DHS Aquatics	0	125	588	434	620	272	558	464	682	540	460	270	5013
DHS Swim/Dive	0	0	0	0	0	0	0	400	396	352	220	0	1368
Drop-In Visits	15005	9438	3898	2905	2173	2491	2534	3091	3637	5514	4446	10687	65819
User Fees	72,511	58,663	28,952	24,577	21,532	22,332	31,606	30,146	31,028	35,516	45,732	76,502	\$479,097

East Fork Swim Pool District

Attendance Report Fiscal Year: 2023-2024

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Attendance	22813	14787	8898	8057	7373	7389	0	0	0	0	0	0	69317
Attendance:													
Lessons	1703	786	548	415	481	200							4133
Swim Team	1000	1100	1050	1100	1000	1000							6250
Mem/Pass Visits	3964	3914	3210	3216	3096	3051							20451
DHS Aquatics	0	172	447	318	404	344							1685
DHS Swim/Dive	0	0	0	0	0	0							0
Drop-In Visits	16146	8815	3643	3008	2392	2794							36798
User Fees	100,273	70,785	35,787	31,700	28,920	22,819							\$290,284

East Fork Swim Pool District

Lifeguard Activity Report, Fiscal Year: '22-'23

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	Total
Swim Rescues	4	0	1	2	1	2	0	0	3	4	1	9	27
Minor First Aid	29	16	8	5	0	1	1	5	3	9	8	24	109
Major First Aid	0	0	0	0	0	0	0	1	0	0	0	0	1
Resuscitations	0	0	0	0	0	0	0	0	0	0	0	0	0
Near Drownings	0	0	0	0	0	0	0	0	0	0	0	0	0
Drownings	0	0	0	0	0	0	0	0	0	0	0	0	0
<i>Major First Aid Description:</i>													
Backboard	0	0	0	0	0	0	0	0	0	0	0	0	0
911 Calls	0	0	0	0	0	0	0	1	0	0	0	0	1
Ambulance Transport	0	0	0	0	0	0	0	1	0	0	0	0	1
Oxygen uses	1	2	1	1	0	0	1	1	0	0	0	0	7

East Fork Swim Pool District

Lifeguard Activity Report, Fiscal Year: '23-'24

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	Total
Swim Rescues	3	1	2	2	0	0							8
Minor First Aid	44	18	5	7	0	8							82
Major First Aid	0	0	0	0	0	0							0
Resuscitations	0	0	0	0	0	0							0
Near Drownings	0	0	0	0	0	0							0
Drownings	0	0	0	0	0	0							0
<i>Major First Aid Description:</i>													
Backboard	0	0	0	0	0	0							0
911 Calls	0	0	0	0	0	0							0
Ambulance Transport	0	0	0	0	0	0							0
Oxygen uses	0	0	0	0	0	0							0

User Attendance Breakdown

Summary

	Dec 2023			
	Drop-Ins	Passes	Total	%
Senior	261	2,365	2,626	45%
Adult	891	321	1,212	21%
Youth	1,442	17	1,459	25%
Complimentary	27	-	27	0%
Family	37	62	99	2%
Disabled	31	173	204	3%
Therapy	80	-	80	1%
Other	25	113	138	2%
	2,794	3,051	5,845	100%

July 1, 2023 thru Dec 31, 2023			
Drop-Ins	Passes	Total	%
2,934	15,993	18,927	33%
11,147	1,972	13,119	23%
20,595	350	20,945	37%
544	-	544	1%
633	365	998	2%
228	1,083	1,311	2%
488	-	488	1%
229	688	917	2%
36,798	20,451	57,249	100%



Rozz

Thank You - Sky

Thank You!
- Kyle Koontz

Stella
White

Thank you!
- Ariana Unke

Cammie
Jones

Annie
Hill

Ella Gardner

Connor Jackson



Carson Valley Little League

EIN: 88-0162960

PO Box 1064

Gardnerville, NV 89410

Email: carsonvalleyll@gmail.com

To Our Generous Donors:

As 2023 draws to an end, we wanted to say thank you so much for your donation toward our annual raffle this season. As you may know, our annual raffle is the biggest driver of donations each year, so we appreciate your support.

Fundraising and Donations

While a nominal fee for participation is charged to families of players, the league relies on donations to operate the program and keep up with facility needs including field maintenance, equipment, and uniforms. These funds are raised from local community donations and fundraising efforts.

Thank you for supporting our league!

The CVLL Fundraising Committee

Christina Knittel, Tiffany Fredrickson, and Melissa Kelly

