

**EAST FORK SWIMMING POOL DISTRICT
BOARD OF TRUSTEES MEETING AGENDA
February 26th, 2026 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

1. For Possible Action. Approval of previous minutes from the January 20th, 2026 general meeting.

Motion to Approve Consent Calendar items 1

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. Discussion Only. Update on the Capital Improvement Plan ongoing and possible future projects.
3. Discussion and Possible Action. Possible action to award a contract to Qualcon in the amount of \$377,750 for the Parking Lot Improvement and Expansion project and authorize the Director to sign the contract and approve possible change orders up to 10%.
4. Discussion and Possible Action. Possible action to purchased Tippy Bucket Tree, Mini Rain Forest and Nemo Fish for Activity Pool project in the amount of \$128,075 and authorize the Director to sign the procurement and approve possible change orders up to 10%.
5. Discussion Only. Presentation of the proposed '26-'27 operating budget and 5-year capital improvement budget.
6. Discussion Only. Discussion and update on the District's Strategic Planning process.
7. Discussion Only. Discussion on the evaluation process of the District's Director to be held during the March 2026 meeting.
8. Discussion and Possible Action. Approval of general ledger cash balances, expenditures and investments through January 31st, 2026.
9. Discussion Only. Report from the Swim Center Director:
 - User Attendance
 - Staffing and Programming
 - Marketing and Public Relations Information
 - Employee Recognition
 - Maintenance Updates
 - Correspondence
10. Presentation Only. Presentation by Board members of requests for matters to be placed on the future agenda for March 19th, 2026.
11. Discussion and Possible Action. Meeting adjournment.

Copies of the agenda were posted at 4:00pm, Thursday, February 19th, 2026 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 # 1

Title: Approval of the General Meeting minutes from January 20th, 2026

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

Funding: NA

Recommended Motion: Move to approve the General Meeting minutes from January 20th, 2026

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

**EAST FORK SWIMMING POOL DISTRICT
BOARD OF TRUSTEES
GENERAL MEETING MINUTES
January 20, 2026 at 9:00 a.m.
Carson Valley Swim Center
1600 Hwy 88, Minden, Nevada**

The Board of Trustees January 20, 2026 meeting was called to order at 9:00 AM at the Carson Valley Swim Center, Minden, NV. Board members present were Chairman Sharon DesJardins, Vice Chairman Allen Biaggi, Trustee Frank Dressel and Trustee Linda Gilkerson. Trustee Teresa Duffy was on the phone

No Public Comment

AGENDA

Motion by Dressel and seconded by Gilkerson to approve the agenda. The motion was unanimously approved.

CONSENT AGENDA ITEM

1a. For possible action. Approval of previous minutes from the General Meeting on December 18th, 2025

Motion made by Duffy and seconded by Biaggi to approve consent agenda items 1a. The motion was unanimously approved.

ADMINISTRATIVE AGENDA

2. Discussion and Possible Action. Elect the Chair and Vice Chair for the Board of Trustees.

Chairperson DesJardins introduced the item. Biaggi states he thinks that Sharon has been doing a very admirable job as Chairman and so I nominate her for another term as Chairman of the Board. Gilkerson seconded the nomination. It was unanimously approved. Gilkerson states that she would like to nominate Biaggi as Vice-Chairman for another term. She states that she likes the 2-year term, she thinks it works well. Sharon seconded the nomination. It was unanimously approved.

3. Discussion Only. Update on the Capital Improvement Plan ongoing and possible future projects.

Chairperson DesJardins introduced the item. Harris states if you look under section 3 in your board binders you will see, that as of December 31, 2025, we have funds available of \$3,253,163. We are still receiving pay apps for the Eastside Expansion from Plenum. We still have a balance of \$369,652 for the lobby remodel and the Eastside Expansion Project. Plenum is still waiting for some billings regarding their subs. We are still working on a date for the concrete and frontage replacement project that we added to the scope of the Eastside Expansion Project. The other update is on the generator. We lost power a week ago, the generator came on and worked great but didn't restart all of the equipment, we had to go thru a check list to restart some of our equipment manually. We have got BCS and PK Electric working on this. From the very beginning, the whole idea was to have our 5 major assets kick on when we lose power. It is in the specs that all our major assets will kick on. Gilkerson asked if there were any negative repercussions from everything not kicking back on? Harris states there was not, but that's because everybody was on site and so we knew that some of the equipment had not come back on. The whole purpose of the generator is that if this happens in the middle of the night, or middle of winter when no one is here, we shouldn't have to have someone come down and put themselves at risk to restart the equipment manually. Dressel states it's good to work thru these problems now. Harris states yes, when we are having a mild winter. Next update is the Roof Restoration. We have still not heard from them. I will talk to McCullough when he gets back. Biaggi states how long do we let this go? Harris states that she will call McCullough or I will call the owner of the company. DesJardins states, so we end up keeping the retention. Harris states yes, if it doesn't get resolved. Duffy states it's my understanding that McCullough did his due diligence and sent the letter. Harris states yes, he did but then he did have to leave town and isn't working. I would just need to do that final discussion. We do have an email chain and everything is well documented. Dressel states that under the circumstances, I don't see a rush, I would be willing to table this until McCullough is back.

Harris states yes, I agree. Update on Parking Lot Expansion. We had our pre bid meeting. Rob Anderson conducted the meeting. We had 7 asphalt contractors and 1 concrete contractor show up for the meeting. Bids are due the first week of February. Then we will come up with a recommendation for award. Update on the TRE Splash Pad. I went to see the TRE Splash Pad. They are still doing the underground work. All main piping and electricity are in. Toys were delivered. There is something that has come up that has never come up before in Douglas County. There is a Nevada administrative code that requires splash pads that fall under pool and spa codes to have a restroom facility, a drinking fountain and a changing area within a certain number of feet from the splash pad. They are working with the Health Department. They do have an existing building nearby that does have restrooms. They can easily add a drinking fountain. As far as the changing rooms, they are working with the health department to see what buildings down there could be grandfathered in or if they are going to have to construct a building. Gilkerson asked if this is on us? Harris states no, it is on them. Biaggi asked are we part of the regional health department in Carson City. Harris states yes, we are. Carson City handles the rural areas. Activity Pool Upgrade update. We are on track to start this project in September. I received an SOS text that some of the plaster on the Activity had blistered and popped. It caused a hole that is a little rough. I reached out to Sean from Tarra Firma and he said we could drain the pool and he would send a copy of guys down to patch it until our project starts in September. I put him in touch with our maintenance Supervisor. They decided to have the maintenance team drain the pool and smooth the surface down and it should last until September. This was all done in a 24-hour timeframe.

4. Discussion and Possible Action. Approval of Finest Fence quote in the amount of \$22,024.10 adding fencing around outdoor pool area south ledge and railing for the steps to Family Pool.

Chairman DesJardins introduced the item. Harris states I have had a couple of discussions with board members. When you look out on the back deck, there was some fencing that was put up from the one ledge outside south of the main pool. This was to protect people from that ledge, that step down to the family pool. The ledge is about 2 ½ feet down. It has been an area of concern to me. It is a safety issue. Thankfully we have had no incidents or accidents. The drop continues the entire length of about 70ft. of that outdoor deck area. I had steps poured and we now need handrails and powder coated black fencing that will match the current fencing out there. Biaggi asks have we used this company before? Harris states no, we have not. Biaggi asks if this will be completed before summer? Harris states yes it will it has to be completed, by law, before we open the pool.

A motion was made by Biaggi and seconded by Dressel to approve the Finest Fence quote in the amount of \$22,024.10 adding fencing around the outdoor pool area south ledge and railing for the steps to the Family Pool. The motion was unanimously approved

5. Discussion and Possible Action. Approval to keep the current operating property tax rate at .13 for the district for the '26-'27 budgets.

Chairperson DesJardins introduced the item. Harris states that she gets a letter from the Board of Taxation every year. Biaggi asked that this sort of implies that we could, out of the goodness of our hearts, go lower and then get it back the next year? Harris states it does not, if you lower it, you will never get it back. It gets absorbed by another district. Harris states that the money never goes back to the tax payer. Gilkerson asked can they force you to lower your rate. Harris states no, they would have to get our approval. Harris states that the money never goes back to the tax payer.

A motion was made by Gilkerson and seconded by Duffy to approve keeping the current operating property tax rate at .13 for the district for the '26-'27 budgets. The motion was unanimously approved.

6. Discussion Only. Presentation of the proposed '26-'27 operating budget, 5-year capital improvement budget and population trends of Douglas County.

Chairperson DesJardins introduced the item. Harris states that she emailed out the first draft of the '25-'26 tentative budget to the board for their review. We will discuss this tentative budget in January, February and then at the March meeting the Board will approve the budget which will be filed with the Nevada Department of Taxation by April 15th, 2026. Final approval of the budget in May, and that meeting must occur in the last 10 days of the month.

I am presenting a budget with a 30.1% cost recovery. These numbers are really solid. I base our budget for 26-27 on the forecast for 25-26 and the 12-month actual January 2025 – December 2025. This is where we come up with our trends. For payroll expenses, I work from an excel document, it's all formulated and it's a well working very accurate document. I had to adjust Worker's Comp and PERS because we know they are going up. I also want you to know that I put a little bit of a cushion in Health Insurance because we know that the school district is in a financial crisis. I called and ask the school what they were doing with their health insurance because we are insured thru the schools' health insurance. They said they are leaving things as they are right now. We are going back to our brokers and discuss with them whether we should stay self-insured. Harris states they have asked me to be involved in those meetings. I will let the board know what comes out of those meetings. Going down the budget, income, we always adjust the income a little bit higher. It's always our goal to run bigger and better events. Cost of goods, you will see the way it aligns with food expense with food income. We like to have about a 50% profit but we still try to be competitive. We do build in a 3.5% - 4.5% pay increases for all of our staff, depending on where they are in the salary range, if they have a satisfactory job performance. Payroll numbers will be filled in later on when we have more solid numbers. Duffy asked what is voter registration? Harris states this was enacted 4-5 years ago where each GID gets charged per voter in their area. The county sends me a letter letting me know how much we'll be charged. Pool Operations has a slight increase. Maintenance is a little higher. Utilities, sewer has gone up because of the new drains we added in the lobby. Natural gas is staying pretty consistent. Electric always kind of jumps around depending on the pools that are open. Depreciation, our auditor did ask us to increase this figure because of the Eastside Expansion and the Activity Pool will add more. Biaggi states utilities can be volatile. Need to keep an eye on them. Just as a general comment, when you look at the budget as a whole, from last year to this year, we are looking at a 4 plus% increase which seems reasonable to me. I'm a little concerned about the interest income that you have projected. Could you talk a little bit about your thought process for projecting a 25% increase. Harris stated interest income right now is 72% and we are only 50% into our budget. For example, we have received this month \$ 10,000 instead of the \$6,600 we had projected. We have made a payment to the property next door so that's dwindling. So, I took into consideration that expenses are going down. Even with the decline of the money in the bank and the interest rates going down, I still believe this is a conservative number. We are still receiving 4.00% on our LGIP account. Biaggi states he has never been clear on how do you move funds around. Harris states it's a process that's done after discussion I have with the accountant and our bookkeeper. We look at trends. If I look at categories and if we have one category that is running higher, we have the ability to offset a category that is trending lower. We don't have to notify the State because we are an Enterprise Fund. I just have to come before the board and augment the budget so it appears in the minutes. Biaggi states it makes us all feel great that you always come in under budget. Great work on this. Harris states that the Reserve Analyst is giving us a bit of an issue right now. I was able to print out everything from last year projects. These are really solid numbers. Right now, what we have planned for '26-'27 is the Activity Pool Renovation and Therapy filter Replacement. We will come to the board when we have all the details figured out. Biaggi asked what is the media in those filters? Harris states that the media is currently sand. But we will get rid of the sand and replace it with glass media. Those are the two main projects that total about \$900,000. Asset Management (Slide Frame paint and seal, Sidewalk repair, UV) \$173,566, Project Management \$15,000, Contingency \$40,000. Look like over the next five years it's projected to total \$4,023,768 or an average of \$804,753 per year. Gilkerson asked what is contingency? Harris states that is for the unknown. DesJardins asked how often do we use that money. Harris states not very often. Dufy states great job.

7. Discussion and Possible Action. Approval of general ledger cash balances, expenditures and investments through December 31st, 2025.

Chairperson DesJardins introduced the item. Harris states we are 50% into the budget. We are at a 30.4 cost recovery. Brought in more user fees than income. That was Carson City patrons using our facility. Cost of goods is good. General Administration is a little high, this was due to the CPO training. We had 6 county employees and 2 health department workers attend. We did absorb some of the cost for the Douglas County Staff. They are required to have CPO certifications because of the Splash Pad. Biaggi states there is an item for retaking the exam. Harris states that there are two people who need to retake the CPO exam. Biaggi asked why are we doing so well in food spoilage? Harris states that we are not, we ended up buying a new freezer last year. This year we are doing really well. We are a little under budget in payroll and utilities. Overall total expenses are 49.56% year to date and we're 50% into the budget.

A motion is made by Biaggi and seconded by Duffy to approve general ledger cash balances, expenditures and investments through December 31, 2025. The motion was unanimously approved.

8. Discussion Only. Report from the Swim Center Director:

CVSC January 2026 Director's Report

User Attendance: See board binder documents.

- December 2024 Attendance 7,448. December 2025 Attendance was 8,469. (See attached docs)

Programming, Staffing and Training:

- Water Aerobics potluck party was a success for the holidays hosted and planned by Deanna.
- Staff holiday party was a success with approx. 30 in attendance and participated in a voluntary gift exchange planned by Sarah.
- E-learning continues to be sent out monthly to staff by Andrew, Admin Asst./HR
- 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 swim angelfish are combined numbers and classes are successful (see attached #'s)
- Water Aerobics class attendance is steady at 35+ participants in the morning classes. Evening classes are smaller but well liked and attended.

Marketing and Public Relations:

- Scott Morgan and Shannon continue to conduct stakeholder interviews as part of the Strategic Planning process.
- Shannon attended the Nevada Recreation & Parks Society meetings.
- Social media exposure, information sharing and flyers: Facebook & Instagram updates (Sarah).
- Website updates (Justin, Paul), Google Business updates (Shannon), Alignable updates (Shannon)
- Annual publications: Carson Valley Business Directory, Getaway Reno/Tahoe Area, Best of CV, Almanac, R-C.
- 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/patrons to keep up-to-date on schedule/procedure changes.

Employee Recognition: Employee of the Month

December: Andrew Sturgess, Admin Assistant/HR – Andrew has been an incredible asset to me personally as well as for the entire team of supervisors and staff for the past couple of years. Andrew is reliable, engaging and is a quick learner. He is patient and kind and knows the facility well. He started as a Lifeguard in his youth then came back as a senior lifeguard and then moved into his current position. He has his Master's Degree and has recently become a commercial pilot.

January: Dalton Nixon, Lifeguard and Swim Instructor – Dalton is currently attending college and rodeoing and comes back to work during breaks and summer. Dalton has always been upbeat, professional and kind. He has taken more of leadership role and is strong swim instructor and lifeguard.

Maintenance Updates:

- Decking outside was extended between the garage and DH unit on the westside. Both sheds were hauled away and one new shed will replace them both.
 - Brad Hollander is still continuing his work with updating his companies UV bulb and will be placed in our facility in March.
 - Quarterly Safety meetings are conducted by the maintenance team identifying any risk related concerns needing to be addressed.
 - Daily, weekly, monthly and annual maintenance projects and asset management are being completed... excel document updated by Maintenance Supervisor and Director.
 - Updating and improving the data information in Reserve Analyst (Asset Management Program).
- Correspondence:** See board binder documents (if applicable).

9. Discussion and Possible Action. Approving the 2026 Board of Trustee meeting schedule.

Chairperson DesJardins introduced the item. Is there any discussion or changes to the 2026 Board of Trustee meeting schedule. No discussion or changes to the 2026 Board of Trustee meeting schedule.

A motion is made by Dressel and seconded by Gilkerson to approve the 2026 Board of Trustee meeting schedule. The motion was unanimously approved

10. Presentation only: Presentation by Board members of requests for matters to be placed on a future agenda for February 26th, 2026.

CIP

Budgeting Process

Strategic Plan Update

Director Evaluation Discussion

11. Motion was made by Duffy and seconded by Dressel to adjourn meeting. Motion to adjourn meeting was unanimously approved.

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

AGENDA ACTION SHEET

Agenda Item #2

Title: Discussion Only. Discussion and update on the Capital Improvement Plan ongoing and possible future 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 2025/2026**

Construction Funds Available as of:

Local Government Investment Pool

Jan 31st, 2026
\$ 3,063,349

2025/2026 Projects

- Eastside Expansion (24-25 contract carryover - generator, paint)
- Roof Restoration ('22-'23 retention)
- Parking Lot expansion (Wilson Engineers)
- Splash Pad - TRE
- Activity Pool Upgrade
- Project Management (Scott McCullough)
- Asset Mang Plan (Reserve Analyst - Slides, AH, shed, fencing - garage)
- Contingency (concrete)

Company	2025/2026 Budget	Contract Amount/Expense	Remaining Amts. Payable
Plenium / TSK	444,000	664,279	421,095
CTR/Garland		7,822	7,822
Douglas County	450,000	450,000	396,950
Douglas County	50,000	100,000	100,000
Plenium/ CVSC Toys	1,200,000	800,000	795,125
Douglas County	15,000	15,000	5,127
Reserve Analyst	448,722	448,722	202,167
Contingency for Asset Mang	40,000	40,000	27,454
'25/'26 Capital Budget	2,647,722	2,525,823	

Remaining Construction Funds Available

1,955,740
\$ 1,107,609

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

AGENDA ACTION SHEET

Agenda Item #3

Title: Discussion and Possible Action. Possible action to award a contract to Qualcon in the amount of \$377,750 for the Parking Lot Improvement and Expansion project and authorize the Director to sign the contract and approve possible change orders up to 10%.

Background: In July 2024, there was discussion and approval on the proposal for the EFSPD Parking Lot extension project from RO Anderson in the amount of \$134,500. RO Anderson's proposal included:
Topographic Site Survey, Schematic Site Planning, Design Development Documents, Geotechnical Investigation and Design Report, Flood Impact analysis, Construction Documents (100%) & Permitting Assistance

All items have been completed and the project team went out to competitive bid and Qualcon was the lowest responsive bidder after 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.

Funding: NA

Recommended

Motion: Move to approve awarding the contract to Qualcon in the amount of \$377,750 for the Parking Lot Improvement and Expansion project and authorize the Director to sign the contract and approve possible change orders up to 10%.

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

Douglas County
1594 Esmeralda Avenue
Minden, Nevada 89423

Office **775-782-9821**
Fax **775-782-6255**
Website www.douglascountynv.gov

February 9, 2026

East Fork Swimming Pool District
1600 State Highway 88
Minden, Nevada 89423

Shannon Harris
Director

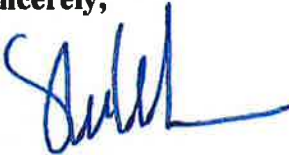
RE: Parking Lot Expansion Project

Dear Shannon,

The District publicly bid for the Parking Lot Expansion Project. Seven bids were received by the District. Find attached the bid tally.

Qualcon Contractors Inc. bid is the lowest responsive and responsible and is recommended for contract approval of \$ 377,750.00. It is further requested to authorize the Director to approve change orders up to 10% of the contract amount for unknown conditions if needed.

Sincerely,



Scott McCullough
Douglas County
Project Manager

Bid Tally

Carson Valley Swim Center Parking Lot Expansion Project

PWP DO 2026-114

February 5, 2026
2:00 pm

Swim Center
1600 SR 88
Minden NV 89423

Name	Amount
1. Herback	493,721 ²⁰
2. Colbre	415,170 ¹⁰
3. Qualcon	377,750 ⁰⁰
4. KP Construction	414,830 ⁰⁰
5. Coon Construction	336,500 ⁰⁰
6. FIN Carson	547,458 ¹⁰
7. West Coast Paving	333,000 ⁰⁰

BID FORM

PROJECT IDENTIFICATION: Parking Lot Expansion Project

CONTRACT IDENTIFICATION AND NUMBER: CVSC PLEP 2026

THIS BID IS SUBMITTED TO: East Fork Swimming Pool District
1600 HWY 88
Minden NV 89423

1.01 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the day of Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

3.01 In submitting this Bid, BIDDER represents, as set forth in the Agreement, that:

A. BIDDER has examined and carefully studied the Bidding Documents and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>1</u>	<u>1-28-2026</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. BIDDER has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. BIDDER has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.
- E. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods,

techniques, sequences, and procedures of construction to be employed by BIDDER, and safety precautions and programs incident thereto.

- F. BIDDER does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. BIDDER is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work for which this Bid is submitted.

4.01 BIDDER further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any individual or entity to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5.01 The requirements of the Nevada Revised Statutes (NRS) shall apply to this project. The BIDDER is responsible for compliance with all applicable statutes. These statutes include, but are not limited to:

- A. NRS 338.020 Hourly and daily rate of wages must not be less than prevailing wage in county.
- B. NRS 338.080 Exemptions
- C. NRS 338.141 Bids to include certain information concerning subcontractors; requirements for substitution of named subcontractors. (See Supplementary Condition 6.09.H)
- D. NRS 338.147 Award of contract to contractor who submits best bid. (See Supplementary Condition 6.09.I)

5.02 The entire set of Nevada Revised Statutes is available for review at Douglas County Community Development, 1594 Esmeralda Avenue, Minden, Nevada during normal County working hours.

6.01 BIDDER will complete the Work in accordance with the Contract Documents for the following prices:

SEE ATTACHED BID SCHEDULE

7.01 BIDDER agrees that the Work will be substantially completed and completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

7.02 BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

8.01 The following documents are attached to and made a condition of this Bid:

- A. Bid Form;
- B. A tabulation of Subcontractors, Suppliers and other individuals and entities required to be identified in this Bid;
- C. Bid Schedule;
- D. A tabulation of Subcontractors, Suppliers and other individuals and entities required to be identified within two hours of the bid opening;
- E. Bid Bond (or Certified or Cashier's Check);
- F. Construction Contractor's Qualification Statement for Engineered Construction.
- G. Non-collusion Affidavit

9.01 Communications concerning this Bid shall be addressed to:
(Contractor's mailing address to be filled in by Bidder)

QUALCOL CONTRACTORS, INC.
PO Box 2889
Minden, NV 89423

10.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on FEBRUARY 5, 2086.

NV State Contractor License No. 24534 Class A

If BIDDER is:

An Individual

Name (typed or printed) _____
By _____ (SEAL)
(Individual's Signature)
Doing business as: _____
Business address: _____

Phone No.: _____ Fax No.: _____

A Partnership

Partnership Name _____ (SEAL)
By _____
(Signature of General Partner – attach evidence of authority to sign)
Name (typed or printed): _____
Business address: _____

Phone No.: _____ Fax No.: _____

A Corporation

Corporation Name: QUALSON CONTRACTORS, INC (SEAL)
State of Incorporation: NEVADA
Type (General Business, Professional, Service, Limited Liability): GENERAL BUSINESS
By: P. D. THURBURY
(Signature -- attach evidence of authority to sign)
Name (typed or printed): PIERRE D. THURBURY
Title: PRESIDENT (Corporate Seal)
Attest: [Signature]
(Signature of Corporate Secretary)
Business Address: PO Box 2889
MINDEN, NV 89423
Phone No.: (775) 782-2006 Fax No.: (775) 782-3226
Date of Qualification to do business is 10-5-1982

A Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of joint venturer partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business Address: _____

Phone No.: _____ Fax No.: _____

Joint Venturer Name: _____ (SEAL)

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business Address: _____

Phone No.: _____ Fax No.: _____

Phone and FAX Number, and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

LIST OF SUBCONTRACTORS
(to be submitted with bid)

The name and address of each subcontractor who will be paid at least 5 percent of the prime contractor's total bid shall be listed below. To be deemed a responsive bid, this form must be submitted even if no subcontractors are required to be listed. In that case, the bidder should state "None" (or similar language stating that no subcontractors need to be listed) in the space below. (Refer to Supplementary Condition 6.09.H). Contractor shall list themselves for all work to be self performed.

<u>Name</u>	<u>Address of Subcontractor</u>	<u>Portion of Work</u>
QUALCON CONTRACTORS INC.	PO BOX 2889, MINDEN, NV 89423	GRADING, PAVING, JOB MANAGEMENT
MOUNTAIN WEST CONSTRUCTION	PO BOX 2577, MINDEN, NV 89423	CURB & GRUB, GRADING
U&C CONSTRUCTION	PO BOX 1269, MINDEN, NV 89403	CONCRETE
TITAN ELECTRICAL	5408 MILLS ST. SUITE 100, RENO, NV 89502	ELECTRICAL

LIST OF SUBCONTRACTORS
(to be submitted after bid opening)

Within two hours after the completion of the opening of the bids, the general contractors who submitted the three lowest bids must provide a list of each subcontractor who will provide labor or a portion of the work or improvement to the contractor for which the subcontractor will be paid an amount exceeding one percent of the prime contractor's bid or \$50,000, whichever is greater, and the number of the license issued to the subcontractor, pursuant to NRS chapter 624. If a general contractor fails to submit such a list within the required time, his bid shall be deemed not responsive. To be deemed a responsive bid, this form must be submitted even if no subcontractors are required to be listed. In that case, the bidder should state "None" (or similar language stating that no subcontractors need to be listed) in the space below. (Refer to Supplementary Condition 6.09.H.)

<u>Subcontractor/Address/Nevada License No.</u>	<u>Dollar Value and description of work</u>
<u>QUICKLY CONTRACTORS INC. 24534</u> <u>PO BOX 2889, MINDEN, NV 89423</u>	<u>GRADING, PAVING</u> <u>190,475.⁰⁰</u>
<u>MOUNTAIN WEST CONSTRUCTION 82330</u> <u>PO BOX 2577, MINDEN, NV 89423</u>	<u>CLEAR & GRUB & GRADING, EARTHWORK</u> <u>93,000.⁰⁰</u>
<u>SIERRA NEVADA CONSTRUCTION 25565</u> <u>PO BOX 50760, SPARKS, NV 89435</u>	<u>STRIPING</u> <u>6,550.⁰⁰</u>
<u>PAVEMENT RECYCLING SYSTEMS 36228</u> <u>10240 SAN SERVAINE WAY, JURUPA VALLEY, CA 91702</u>	<u>GRINDING</u> <u>\$4,750.⁰⁰</u>
<u>TITAN ELECTRICAL CONTRACTORS 69814</u> <u>5400 MILL ST. SUITE 100, RENO, NV 89502</u>	<u>ELECTRICAL</u> <u>\$51,250.⁰⁰</u>
<u>V&C CONSTRUCTION 21752</u> <u>PO BOX 1269, MINDEN, NV 89423</u>	<u>CONCRETE</u> <u>\$31,725.⁰⁰</u>

BID SCHEDULE

Parking Lot Expansion Project

Lump Sum Basis

Total Lump Sum Price \$ 377,750.⁰⁰

Total Lump Sum Price (Written)

THREE HUNDRED SEVENTY SEVEN THOUSAND SEVEN HUNDRED
FIFTY DOLLAR AND ZERO CENTS

CHECK ONE:

- We qualify and claim the Preferential Bidder Status as specified in NRS 338.147, and have attached the Affidavit of Compliance and submitted a valid Certificate of Eligibility in accordance with the requirements of NRS 338.147 as referenced in Article 73.0 Bidder Preference General Condition.
- We do not qualify for the Preferential Bidder Status as specified in NRS 338.147.

AGREEMENT
BETWEEN
EAST FORK SWIMMING POOL DISTRICT,
AND
Qualcon Contractors Inc.

ON THE BASIS OF A STIPULATED PRICE

Whereas, East Fork Swimming Pool District (hereinafter OWNER) is a political subdivision of the State of Nevada, and is statutorily authorized to enter into contracts for construction projects, and;

Whereas Qualcon Contractors Inc. (hereinafter CONTRACTOR) is a construction company licensed as a contractor in Nevada, and;

Whereas CONTRACTOR has submitted a bid in accord with the Parking Lot Expansion Project Construction Specifications and Contract Documents (hereinafter Contract Documents) as prepared by OWNER; and

Whereas, CONTRACTOR submitted a responsive and responsible Bid in the amount of **\$ 377,750.00** for the Parking Lot Expansion Project as outlined in the Contract Documents.

Now therefore, it is the intention of the OWNER and CONTRACTOR to enter into an Agreement to have CONTRACTOR complete all of the work as specified or indicated in the Contract Documents.

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Mill and overlay existing lot and construct new lot adjacent to existing

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Parking Lot Expansion Project

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by: Wilson Engineers

Who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

The Project will be administered by:

Scott McCullough, Project Manager
Office of the County Manger, Douglas County
Douglas County
P.O. Box 218
Minden, NV 89423

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Substantial Completion and Final Payment*

A. The Work for the mill and overlay portion of the work will be substantially completed by May 31st, 2026 and the parking lot expansion substantially completed by July 31st, 2026 and ready for final completion and payment in accordance with paragraph 14.07 of the General Conditions on August 31st, 2026.

4.03 *Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER o five-hundred dollars (\$500) for each day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 4.02 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER two hundred and fifty dollars (\$250) for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

B. In the event that the CONTRACTOR fails to pay OWNER the specified liquidated damages amount within thirty (30) days of CONTRACTOR's being notified of said damages, OWNER may deduct the amount of the assessed liquidated damages from the final payment or retention withheld pursuant to Article 14 of the General Conditions.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined below:

A. for all Unit Price Work, an amount equal to the stipulated sum of the established Unit Price for each separately identified item of Unit Price Work times the estimated quantity of that item, as indicated in the attached Bid Schedule;

B. as provided in paragraph 11.03 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the Friday following either the first or third Thursday of each month, depending upon the timing of submittals and approvals, as provided in paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine or OWNER may withhold, in accordance with NRS 338.525 or paragraph 14.02 of the General Conditions:

a. 95% of Work completed (with balance being retainage). If Work has been 50% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and

b. 95% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 97.5% of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100 % of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate that was in place at the time of the execution of the project. The interest rate shall be determined by the interest rate paid by Bank of America, Minden branch on a certificate of deposit time deposit.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

CONTRACTOR accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 7, inclusive);
 2. Performance Bond (pages 1 to 2, and attachments inclusive);
 3. Payment Bonds (pages 1 to 2, and attachments inclusive);
 5. General Conditions (pages 1 to 44, inclusive, attached and incorporated);
 6. Supplementary Conditions (pages 1 to 17, inclusive, attached and incorporated);
 7. Specifications as listed in table of contents of the Project Manual (not attached);
8. Drawings (attached and incorporated) consisting of a cover sheet and sheets numbered through inclusive with each sheet bearing the following general title
Parking Lot Expansion Project
9. Addenda (numbers 0 to 1, inclusive);
 10. Notice to Proceed (pages _____ to _____ inclusive, attached)
 11. CONTRACTOR's Bid (pages 1 to 8, inclusive, attached and incorporated).
 12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments
 - b. Work Change Directives
 - c. Change Order(s)
 13. Part 2 and Part 3 of the "Standard Specifications for Public Works Construction, Washoe County, City of Sparks, City of Reno, Carson City, City of Yerington," Latest Edition, incorporated by reference.
- B. The documents listed in paragraph 109.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 *Terms*

A. Terms used in this will have the meanings indicated in the General Conditions.

10.02. *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents 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.

10.05 *Legal*

A. In the event that there is any litigation relative to the interpretation or enforcement of this Agreement or any of the Contract Documents, any such matter must be litigated in the Ninth Judicial District Court of Nevada.

10.06 *Notices*

A. All notices, documents and or payments regarding this Agreement and Contract shall be sent to the following:

OWNER

East Fork Swimming Pool District _____
Attn: Larae Harris, Director _____
Carson Valley Swim Center _____
1600 HWY 88 _____
Minden, NV 89423 _____

CONTRACTOR

Qualcon Contractors Inc. _____
Attn. Pierre Ithurburu _____
POB 2889 _____
Minden NV 89423 _____

10.07 *Effective Date of the Agreement*

A. Both OWNER and CONTRACTOR agree that this Agreement and Contract as outlined in the Contract Documents become effective immediately upon the signing of this Agreement by both parties.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have caused this Agreement for the **Parking Lot Expansion Project** to be executed and intend to be bound by the provisions of this Agreement as well as the Contract set forth in the Contract Documents.

CONTRACTOR: Qualcon Contractors Inc

By: _____

Printed Name: _____

Title: _____

Date: This _____ day of _____, 2026.

OWNER: East Fork Swimming Pool District

By _____
Shannon Harris, Director

Date: This _____ day of _____, 2026

EAST FORK SWIMMING POOL DISTRICT BOARD OF TRUSTEES

AGENDA ACTION SHEET

Agenda Item #4

Title: Discussion and Possible Action. Possible action to purchased Tippy Bucket Tree, Mini Rain Forest and Nemo Fish for Activity Pool project in the amount of \$128,075 and authorize the Director to sign the procurement and approve possible change orders up to 10%.

Background: The activity pool is one of the original pools built and opened in 1989. The dumping buckets, waterfall and lemon drop toys were added to the pool in 1999 by Aquatic Design group. The average lifespan of the equipment is listed as 20 yrs. The equipment has been so well maintained by staff that they are going on 25 years in service but are showing serious signs of deterioration.

In Feb 2024, CVSC approved a contract for basic services with Aquatic Design Group in the amount of \$32,500 for the Activity Pool Toy replacement project and authorize the Director to approve contract change orders up to 10% for any required added scope of service and to sign contract documents.

In November 2024, the trustees approved the Aquatic Design Group's Activity Pool Modernization Project proposal in the amount of \$1,146,072.75.

The design phase is now complete and the cost of the project has reduced down to \$800,000. Some of the cost savings is a result of purchasing the toys directly.

Funding: NA

Recommended

Motion: Move to approve purchasing Tippy Bucket Tree, Mini Rain Forest and Nemo Fish for Activity Pool project in the amount of \$128,075 and authorize the Director to sign the procurement and approve possible change orders up to 10%.

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



Carson Valley Swim Center

Minden, NV, USA

49608-4

February 10, 2026

This document contains a formal quotation valid for 60 days from the date issued. When signed by both parties this quotation forms a legally binding contract that guarantees the success of your project by utilizing only the best design and products available.



WHITewater.

EST. 1980

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The appendices listed above are made part of this contract and together represent the full extent of the agreement. In case of conflict between the contract herein and any other referenced documents, the contract takes precedence.

Parties

This contract is made on the latest date of signing by both parties, between:

The seller, WhiteWater West Industries Ltd. (WhiteWater)

With registered office at:

180-6651 FRASERWOOD PL
RICHMOND BC V6W 1J3
Tel: +1.604.273.1068 • Fax: +1.604.273.4518

A British Columbia corporation with incorporation number BC1238701 and a resident of Canada for income tax purpose with registration number 10567 3271 RC0002.

Formal notices to be addressed to the attention of:

Luc Benac, Director Legal & Risk Management (luc.benac@WhiteWaterwest.com)

AND

The purchaser,

(Purchaser)

With registered office at:

.....
.....
.....

A corporation with incorporation number and
a resident of for income tax purpose with registration number

Formal notices to be addressed to the attention of:

..... (..... @)

Site Address at:

.....
.....
.....

END OF SECTION

Specific Terms and Conditions

1. Abbreviated Scope of Work

Included in the scope of this proposal or contract are the supply of the following Products:

PRODUCTS – AQUATIC PLAY

As per drawing
THEME DRAWING - 04.03.2025



AS-107 Mini Rain Forest (with Custom Theme)

ON-SITE SERVICES	Number of man-days	Notes
<input type="checkbox"/> Installation of WhiteWater Supplied Equipment		
<input type="checkbox"/> Installation Advisory	n/a	Excluded.
<input type="checkbox"/> Ride Commissioning		

For further information please refer to Appendices for Specifications.

Notes:

2. Delivery, Transfer of Risk and Ownership of the Equipment

Delivery of the equipment; transfer of risk, transfer of ownership and responsibility of WhiteWater and Purchaser strictly follow Incoterms (2020) or as might be specified, amended or clarified below:

DDP - Delivered Duty Paid (Place of Destination) as strictly defined under Incoterms (2020)

- Delivery, transfer of risk and ownership take place when the equipment is placed at the disposal of the Purchaser ready for unloading from the mean of transportation at the named place of destination.
- Purchaser is responsible for unloading the equipment on site except that when WhiteWater is responsible for the installation of the equipment, WhiteWater will unload the equipment as part of keeping the chain of custody.
- WhiteWater is responsible for export and import clearance as a non-resident Importer Of Record, but Purchaser must provide to WhiteWater is Employer Identification Number registered with US Customs and Border Protection (WhiteWater can help if such filing is required for Purchaser)
- WhiteWater is responsible for insurance against the risk of loss or damage during the carriage which insurance will be to the benefit of WhiteWater and not endorsed to Purchaser



Named Place of Destination is: **Minden, NV, USA**

Detention

Purchaser agrees that it is responsible to pay or reimburse WhiteWater for any detention as a result of Purchaser delaying unloading and return of empty containers.

3. Purchase Price

Subject to the terms of this Contract, the Purchaser hereby orders and purchases from WhiteWater, and WhiteWater agrees to sell and provide to the Purchaser, the Equipment and Services for the Purchase Price:

\$77,982 USD

Sales Tax

The Purchase Price is exclusive of any sales tax (if allowed by State Law).

When applicable the sale / use taxes are in addition to the Purchase Price amount.

Corporate Income Tax, Tariffs, and Customs Duties

The Purchase Price is inclusive of any corporate income tax, tariffs and customs duties as such were applied before February 1st, 2025. However, if customs duties are increased or additional tariffs are imposed and applied after February 1st, 2025 on a) the foreign materials that are incorporated into the work or b) the products subject of this agreement, then such an amount will be in addition to the current Purchase Price and payable immediately by the Purchaser upon receiving WhiteWater's notice and documentation of such increase.

4. Payment Terms

As a condition of the performance of WhiteWater, Purchaser agrees to pay the Purchase Price as follows:

DEPOSIT PAYMENT <i>(Upon execution of this contract)</i>	10%
FACTORY BOOKING <i>(to reserve capacity in manufacturing schedule)</i>	15%
MATERIALS ORDER <i>(to start procurement including deposit on major purchase orders)</i>	15%
MANUFACTURING <i>(Four weeks after start of procurement)</i>	15%
MANUFACTURING COMPLETE <i>(Materials ready for inspection if any)</i>	15%
SHIPPING INITIATION <i>(Prior to and as a condition of loading materials on board for shipping)</i>	10%
SHIPPING COMPLETION <i>(Upon receipt of materials at destination)</i>	10%
PRE-INSTALLATION <i>(Upon mobilization of our personnel on site)</i>	5%
FINAL PAYMENT <i>(Upon issuance of Certificate of Substantial Completion)</i>	5%

Banking information to be presented under separate cover after execution of the contract.

5. Estimated Schedule of Delivery and Completion

Based on a contract fully executed by both parties on **date to be determined**, the targeted date for commissioning of the equipment is **to be determined**.

Purchaser's initial _____

1. Engineering

All the following deliverables need to be received within 5 business days (or as indicated on the schedule annexed) or schedule will be delayed:

- Executed Contract
- Deposit Payment
- Critical Startup Information as detailed in Appendix "Critical Startup Information" required to start performance of the work

To maintain the project schedule, the Purchaser agrees to provide all necessary approvals for design, theming and equipment colors in a timely manner.

2. Manufacturing

To start upon completion of Engineering and upon receipt of the following items from the Purchaser (where applicable):

- Milestone payment or issuance of the letter of credit
- Signed authorization to proceed from the Purchaser
- 3rd party design acceptance

3. Shipping

Loading of the equipment to start upon receipt of milestone payment, unless secured by a letter of credit.

4. Installation Advisory Services or Installation of Equipment (if applicable)

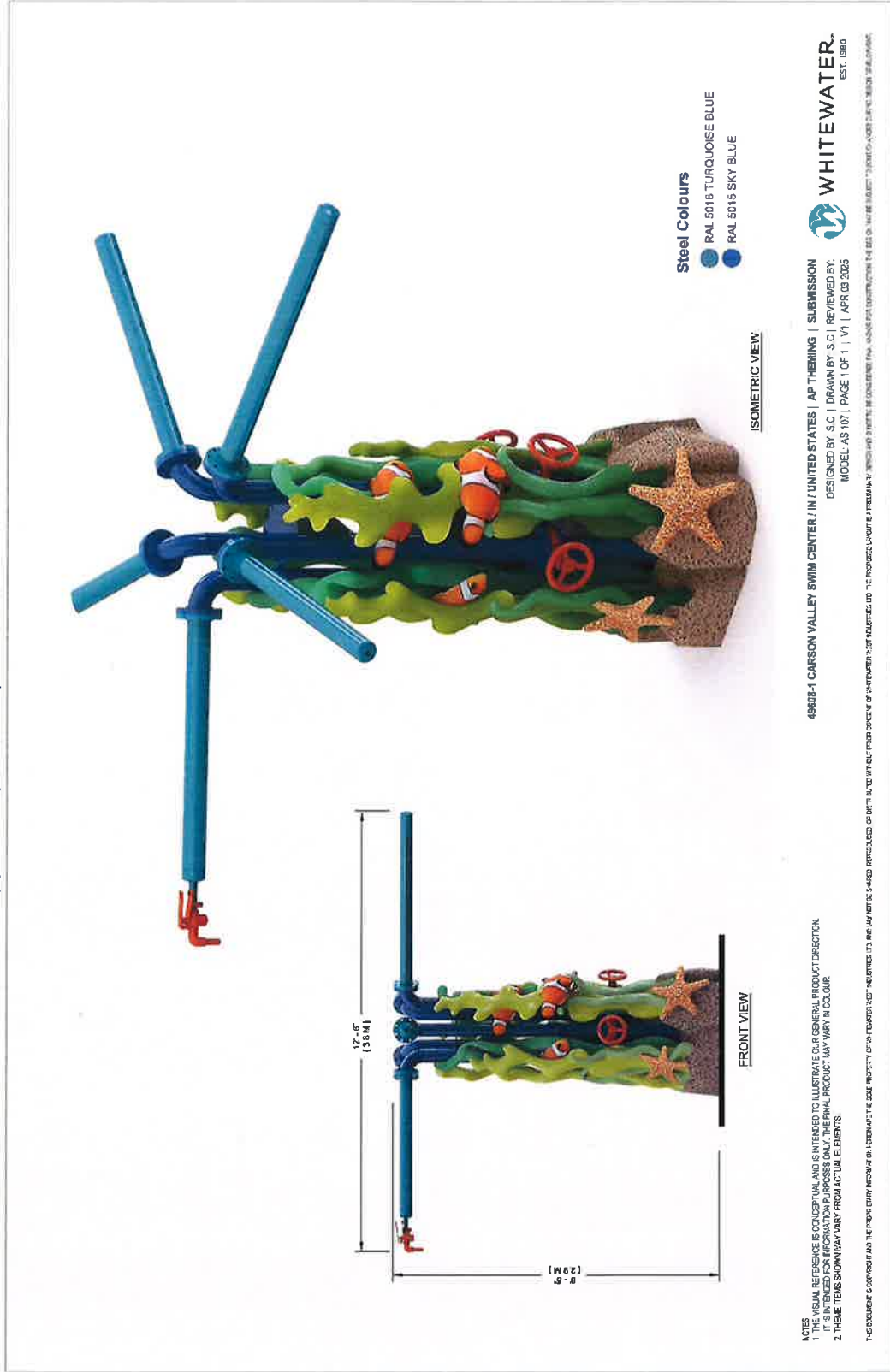
To start upon notification of site readiness and accessibility to our employees.

Any delay to contract initiation (i.e. contract execution and deposit payment) or any changes to milestone dates by Purchaser will cause corresponding delays to the delivery schedule. In addition, significant changes might also affect the duration of the various tasks. For further information please refer to the preliminary schedule included in Appendix Preliminary Schedule.

END OF SECTION

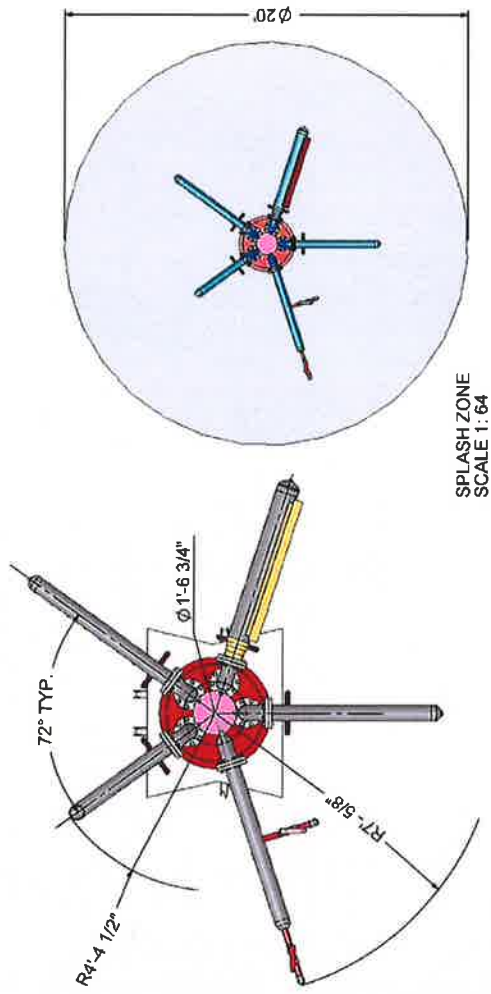
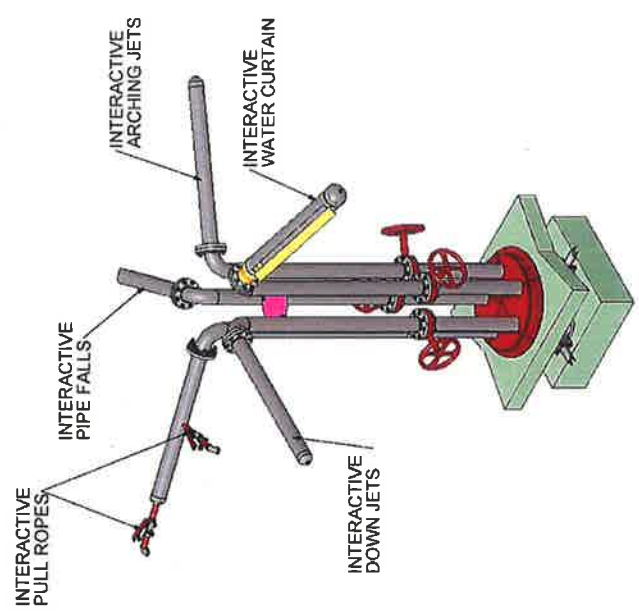
6. Indicative Preliminary Design included

Indicative Preliminary Design is a compilation of drawings, specifications and notes intended to provide the Owner with an indication of feasibility of design to the proposed project scope, including a general arrangement of WhiteWater's products (within provided site boundary) and showing an indication of the functional requirements, tower heights, length of rides, slides or interactive structures at a very preliminary and conceptual level.

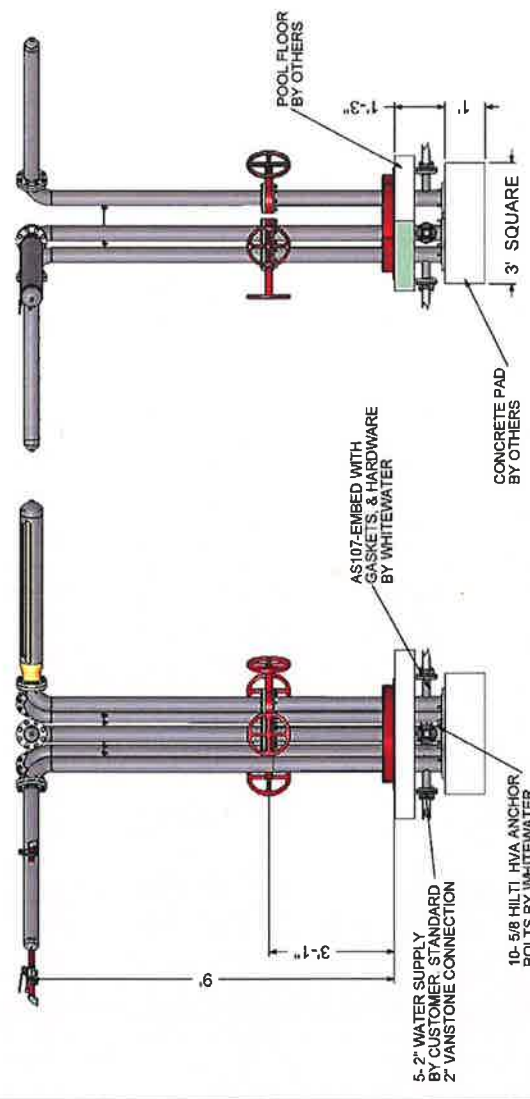


Pumping Data

Water Flow Rate	450	gpm	28.4	l/s
Head Pressure at Base of Feature	20	ft	6.1	m
Water Supply Pipe Size (City-S)	3	in	80	mm
CUSTOM AS107-EMBED				



SPLASH ZONE
SCALE 1:64



AquaPlay
 WhiteWater West Industries Ltd
 6700 McMillan Way, Richmond BC, Canada V6V 4L7
 TEL: (604) 273-1088 FAX: (604) 273-6418

AQUASPRAY MODEL
 AS107
 Mini Rain Forest

LA 001 WJK	NTS	1	1	1
DATE	Aug. 20/2008	PROJECT NO.	0	
PROJECT NAME	AS107	REV.		P.00

General Terms and Conditions

1. Indemnification

- a. Upon written request of Purchaser, WhiteWater shall, to the fullest extent permitted by law, indemnify, defend with experienced counsel of WhiteWater's choice and hold Purchaser (including any parent, subsidiary and/or related entity of Purchaser, as well as their officers, directors, managers, employees, agents and servants with the exclusion of any service providers like architects or project engineers) harmless from any claims, demands, causes of action or costs, including attorney fees, which:

- arise out of or are otherwise related to any alleged negligence or other culpable conduct of any of its employee, subcontractor or agent of WhiteWater, in connection with the assembly, construction, installation supervision or erection of WhiteWater's equipment OR
- arise out of or are otherwise related to personal injury or death caused by a defect in the design of, manufacture of, or installation of WhiteWater's equipment.

However, if any information reasonably supports the possibility of Purchaser error in installing, operating, maintaining or servicing the WhiteWater's equipment or if the WhiteWater's equipment involved in such claim or lawsuit has been altered by or on behalf of Purchaser, without the express written consent of WhiteWater, then this Defense and Indemnity Contract shall have no force or effect.

- b. If such is the case, upon written request of WhiteWater, Purchaser shall, to the fullest extent permitted by law, defend, indemnify and hold WhiteWater (including any parent, subsidiary or related entity of WhiteWater, as well as their officers, directors, managers, employees, agents and servants) harmless from and against any claims, demands, causes of action or costs, including attorney fees, if such claims, demands or causes of action arise out of or are otherwise related to any alleged negligence or other culpable conduct of any employee, subcontractor, general contractor or agent of Purchaser, in connection with the planning, approval, site preparation, assembly, construction, installation or erection of WhiteWater's equipment.

- c. If Purchaser, (including any parent, subsidiary and/or related entity of Purchaser, as well as their officers, directors, managers, employees, agents and servants) also operates the equipment, upon written request of WhiteWater, Purchaser/Operator shall, to the fullest extent permitted by law, defend, indemnify and hold WhiteWater (including any parent, subsidiary or related entity of WhiteWater, as well as their officers, directors, managers, employees, agents and servants) harmless from and against any claims, demands, causes of action or costs, including attorney fees, if such claims, demands or causes of action arise out of or are otherwise related to any alleged negligence, culpable conduct, error, or omission of Purchaser, or any third party in contract with or under the direction or control of Purchaser:

- i. in connection with the maintenance, repair, service, use or operation of the WhiteWater's equipment;
- ii. in connection with the supervision of users of the WhiteWater's equipment;
- iii. any modification of the WhiteWater's equipment made by or on behalf of Purchaser, except those made in accordance with the express written consent of WhiteWater;
- iv. any alleged negligence or other culpable conduct of users of the WhiteWater's equipment;

The Parties expressly recognize and agree that the Party operating the equipment is uniquely situated and is in the best position to insure and otherwise provide for the safety of the users of the WhiteWater equipment, and to ensure that the WhiteWater equipment is properly maintained and properly used by patrons. Therefore, the Parties agree that indemnity obligations provided by the entity operating the equipment) takes precedence over WhiteWater's indemnity obligations to Purchaser or Operator.

- d. **Notices** - Indemnitee shall notify Indemnitor of any claim or lawsuit which Indemnitee will assert Indemnitor might be obligated to defend under this Section within fifteen (15) days of Indemnitee's receipt of notice of said claim or lawsuit. In addition to the forgoing, Indemnitee will use reasonable efforts to notify Indemnitor within fifteen (15) days of obtaining facts which suggest that Indemnitor may be obligated to defend and indemnify the Indemnitee in accordance with this provision. Failure to provide such notice in the preceding sentence shall

not void the indemnity provision unless Indemnitor can prove that Indemnitee's failure to so notify Indemnitor materially impaired Indemnitor's ability to defend any claim arising from such facts.

- e. **Obligation to Report Incidents** - WhiteWater and Purchaser/Operator agree and recognize that timely investigation and analysis of any mishap, accident, injury, death, claim or demand is vital to the maintenance, improvement, and safe use of the WhiteWater's equipment. Purchaser/Operator shall report any mishap, accident or incident involving any bodily injury, damage or death, or injury to or destruction of tangible property, to WhiteWater within five (5) days of the reported incident, regardless of whether any claim or demand for damages is made.

2. Insurance

a. Installation Project Period: Insurance

- i. Without in any respect limiting WhiteWater's obligations under the Defense, Indemnity and Hold Harmless provisions, WhiteWater, at its sole cost and expense, must provide Commercial General Liability Insurance including coverage for Bodily Injury, Property Damage, Personal Injury Liability, Completed Operations, Products Liability and non-owned Auto, with policy limits of liability through primary, umbrella and excess up to \$10,000,000 per occurrence and in the aggregate. The insurance shall include coverage for contractual indemnity for bodily injury or death or to injury or destruction of tangible property including the loss of use resulting therefrom. Project specific limits are not provided.
Such insurance shall name as Additional Insureds the parties indemnified in the Defense, Indemnity and Hold Harmless provisions during the performance of the work. Such insurance shall provide that it is primary insurance coverage over insurance where Purchaser is a named insured, and shall not be reduced by, nor contribute nor prorate with any other insurance available to Purchaser where Purchaser is a named insured; and shall contain a Waiver of Subrogation Clause. Additional Insureds are all entities where required by written contract with the insured and to whom a certificate of insurance has been issued and for the term specified by written contract.
Such policy shall provide thirty (30) days prior written notice to the additional insureds before termination of such policy before the end of the completion of the work. The additional insured status terminates at the end of the Correction Period twelve (12) months from the date of Commissioning regardless of whether notice is provided, or not. Such insurance shall be evidenced by certificates of insurance and a copy of relevant endorsement as might apply shall be submitted with the Certificate.
- ii. WhiteWater, at its sole cost and expense, must provide Employer's Liability and Worker's Compensation coverage of \$1,000,000 (USA coverage will be based on statutory limits for all states excluding monopolistic states) and shall ensure that any contractor or subcontractor hired by WhiteWater to provide services under WhiteWater's obligations per this Contract maintains the same.

b. Post Installation Period: Insurance

- i. Without in any respect limiting the parties' obligations under the Defense, Indemnity and Hold Harmless provisions above, the parties agree, at their sole cost and expense, to maintain Commercial General Liability Insurance including coverage for Bodily Injury, Property Damage, Personal Injury Liability, Completed Operations, and Products Liability, with policy limits of liability through primary, umbrella and excess of no less than \$5,000,000 per occurrence and in the aggregate. The insurance shall include coverage for contractual indemnity for bodily injury or death or to injury or destruction of tangible property including the loss of use resulting therefrom.

3. Transfer of Risk and Title

Transfer of Risk takes place upon delivery based on Incoterms (2020) as selected under Specific Terms and Conditions - Delivery, Transfer of Risk and Ownership of the Equipment. Transfer of Title mirrors the transfer of risk.

4. Payment Bonds and Notice of Commencement

- a. Payment Bond: When project property cannot be subject to a Mechanical's Lien or is subject to Miller Act or Little Miller Acts, a payment bond will be required as a condition of WhiteWater providing services. Upon

executing this contract, if the Purchaser has obtained or subsequently obtains a payment bond in connection with the construction project, the Purchaser shall furnish WhiteWater with a full and true copy of such payment bond within seven (7) calendar days of WhiteWater's request or, if earlier, prior to WhiteWater commencing any work on the construction project.

- b. Notification of Changes: In the event of any changes, amendments, or modifications to the payment bond, the Purchaser shall promptly provide the WhiteWater with a copy of the amended or modified bond.
- c. Remedy for Failure to Provide: Failure of the Purchaser to furnish the requested payment bond or any updates to the bond, as stipulated above, may result in the WhiteWater suspending work until such time as the bond is provided, without incurring any penalties or liabilities for project delays.
- d. Claims Against the Bond: Nothing in this clause shall be construed to limit or restrict the WhiteWater's rights to make a claim against the payment bond, in accordance with the terms of the bond and any applicable laws.

5. Delays or Suspension by Purchaser

- a. The parties acknowledge that best effort has been made to take into consideration the increase in cost of materials including steel and fiberglass, labor and freight based on the expected period for the performance of the work. In the event of significant delay including delaying the start of the project and securing the materials or price increase of material, equipment or energy occurring during the performance of the contract through no fault of WhiteWater or its subcontractors, the contract sum, time of completion or contract requirements shall be equitably adjusted by change order. The effect of this escalation provision will be determined by considering the relevant price indexes and inflation between the expected period for the performance of the work and the actual period of the performance of the work. The parties agrees that only major and significant changes will be considered under this escalation clause, and it is not the purpose of this clause to create unreasonable uncertainty for either party.
- b. Separate and apart from the costs set forth above, should Purchaser delay taking delivery of the materials when shipment should have taken place, any payment that would have become due if delivery has not been delayed by Purchaser, will be paid as if the materials had been delivered at the expected date. In addition, if WhiteWater is required to store work in progress and/or finished goods for a period of more than fourteen (14) days, WhiteWater shall be entitled reimbursement for the actual cost of such storage plus a ten percent (10%) administration fee.
- c. While WhiteWater is on site, if the project is delayed as a result of the actions of Purchaser, its Agents or its affiliates, Owner (as might apply), as well as their subcontractors then the project schedule shall be adjusted accordingly, and WhiteWater shall be entitled to an equitable adjustment of the Purchase Price. The project schedule and the Purchase Price shall be adjusted for the increase in the cost and time caused by the delay, interruption or suspension including overhead and profit. Costs to be reimbursed shall include costs related to demobilization and mobilization of equipment, crew and/or supervisory personnel but not exclusively such. No adjustment shall be made when performance would have been suspended, delayed or interrupted by another cause for which WhiteWater is responsible.
- d. It is understood by both parties that delay by Purchaser in making payments when due will result in delay in completion of subsequent milestones by WhiteWater and can increase duration of the work.

6. Delay in Payment and Interests

- a. It is understood by both parties that delay by Purchaser in making payments when due will result in delay in completion of subsequent milestones by WhiteWater and can increase duration of the work.
- b. When an invoice is required by Purchaser, such invoice will be issued 15 days before the milestone date and will be due and payable on the milestone date.
- c. Should either party fail to make payments as they become due under the terms of the contract or in any award by arbitration or by the courts, interest at the following rates on such unpaid amounts shall become due and payable until payment:
 - i. (1) 1% per annum above prime rate as set by Bank of America from time to time for the first 15 days from the due date. WhiteWater reserves the right to waive interest on any overdue payment without affecting any other right under this contract nor any future interest applicable under this clause 6.
 - (2) 2% per annum above prime rate as set by Bank of America from time to time for the next 45 days
 - (3) 4% per annum above prime rate as set by Bank of America from time to time after the first 60 days

If the above rates exceed the legal rate prevailing from time to time at the place where the project is located, then the rate will be reduced to that legal rate.

7. Delays by WhiteWater

- a. If the project is delayed as a result of WhiteWater not meeting schedule milestones, then the project schedule will be adjusted accordingly.
- b. When WhiteWater is the sole cause of the delay to the Commissioning and Substantial Completion and delay is not caused by an event of Force Majeure or by the Purchaser's failure to make payments in accordance with the Contract or to provide required information to WhiteWater when contemplated in the Contract, Purchaser shall be entitled to liquidated damages in the sum at the daily rate of \$1,000.00, beginning fourteen (14) days from written notice given by Purchaser, up to a maximum liquidated damage aggregate of Five Percent (5%) of the contract price of the equipment delayed.

8. Impossibility/Impracticability

When a party is excused of his or her responsibilities because performance has been made excessively burdensome—impracticable—by a supervening event that was not caused by the party seeking to be excused and that is inconsistent with the basic assumption of the parties at the time the contract was made, all deadlines and dates shall be adjusted and extended, and WhiteWater shall not be liable whatsoever for any delays in delivery or any failure to deliver the goods. WhiteWater shall have such additional time to ship and/or deliver the goods as may be reasonable or appropriate under all circumstances.

9. Waiver of Consequential Damages

In no event shall one party be liable to the other or any other entity for loss of use, loss of profits or for any consequential, incidental, indirect, extra-contractual or special damages of any type which might be suffered by the other party, regardless whether the party has been advised of their applicability.

10. Termination

- a. The Purchaser acknowledges that once an order is placed with WhiteWater, considerable expense is incurred by WhiteWater to provide the Design Services, and manufacturing the equipment and accordingly, this Contract may not be terminated by the Purchaser unless following sub-clauses (b) and (c) below:
- b. Termination for Cause. If WhiteWater materially defaults in carrying out its duties under this Contract, the Purchaser will give WhiteWater notice of the default in which case WhiteWater will have ten (10) days to remedy the default or propose a satisfactory remedy to cure the default and Purchaser shall not unreasonably refuse such remedy. If WhiteWater is unable to make such remedy, the Purchaser may elect to terminate the Contract.
- c. Termination for Convenience. The Purchaser can terminate this Contract, without cause. If the Contract is terminated before performance is completed, WhiteWater will be paid only for the prorate of the Contract Price corresponding to work satisfactorily performed and work in progress, cost incurred or that cannot be avoided including orders that cannot be cancelled or returned at the time of the termination and for which costs can be substantiated. In addition, a cancellation fee equivalent to 20% of the value of the amount above is also payable but in no circumstances will the aggregate amount paid exceed the total Purchase Price. All work in progress will become the property of the Customer and will be turned over promptly by WhiteWater and put at the disposal of Purchaser at its current location.
- d. Termination for Payment Default. If the Purchaser should fail or wrongfully refuse to approve or refuse to make payment in accordance with this Contract, then WhiteWater may elect to terminate the contract, by notice in writing. WhiteWater shall be entitled to collect from Purchaser, payment for all completed contracted work and to recover all direct costs prorated from contract amounts, incurred up to the time of termination. If Purchaser cures its nonpayment within fifteen (15) days, then WhiteWater's notice of termination will be rendered ineffective

11. Completion

- a. Following installation and testing of the equipment, WhiteWater will provide Purchaser with a Certificate of Substantial Completion, along with a deficiency list of unfinished items, if any, to illustrate the Substantial

Completion of the Work. Substantial Completion is defined as the date in which the Work is ready to be used, or is being used, for the purposes for which it was intended.

- b. Both parties in writing shall agree upon the value of each item on the deficiency list. In the case WhiteWater is responsible for Installation of the Equipment or there is any material has not yet been delivered, the allowable dollar amount to be retained by the Purchaser after the date of Commissioning is the total agreed upon value of the deficiencies or parts multiplied by two.
- c. Total Completion is achieved when WhiteWater completes the items on the deficiency list which are part of WhiteWater's scope of work. At such time WhiteWater shall issue a Certificate of Final Completion to be executed by Purchaser as proof of their acceptance and full completion of the Work.

12. Change Orders

- a. Without affecting the validity of any of the terms of this Contract, the parties reserve the right to make reasonable changes to the scope of work, provided that and only when such changes are affected through a written change order executed by both parties. Once a party formally send a request for a change order, the other party will endeavor to review and confirm feasibility, schedule adjustment and impact on price of the proposed change within five (5) business days of the receipt of all the required information. If the reviewing party fails to respond, the change order will be considered to be accepted and the requesting party will be entitled to send notice of such on the sixth day.
- b. During the initiation stage of the project, WhiteWater and Purchaser will work closely to finalize the details of the design documented in this Contract by incorporating minor changes, if any, necessary to proceed to the detailed engineering as per estimated schedule.
- c. Once the detailed engineering has begun any proposed change will require an adjustment of schedule and price as per Paragraph 8.a above.

13. Third Party Review Requirements

The Purchaser agrees that unless expressly documented in this contract, there is no requirement for a 3rd party review of design, manufacturing, installation or operation of the WhiteWater supplied equipment. If a 3rd party review including reviews by local, state or federal authorities is required, and not documented in this Contract, WhiteWater will have the opportunity to review the requirements and provide a change order to document the change to the sell price and project schedule as a result of this inclusion.

14. Design Code and Special Design Considerations

The purchaser agrees that the standards referenced in the annexes of this Contract are the only ones applicable to the design of this project. Any other standards, specifications, or similar requirements not identified in the contract will be subject to WhiteWater review and approval and may result in a change order if approved.

15. Standard of Care

WhiteWater shall perform its services in accordance with the standards noted above consistent with the professional skill and care ordinarily provided by designers and engineers practicing in the same or similar jurisdiction under the same or similar circumstances. WhiteWater shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progresses of the work.

16. Safety

WhiteWater's employees, agents, representatives, independent contractors or individuals acting under WhiteWater's direction will at all time abide and follow the Safety Procedures in place on the project site in addition to WhiteWater's Safety Procedures.

17. Assignment

- a. WhiteWater may not assign a portion of this contract to other parties without the written consent of the Purchaser. WhiteWater may use subcontractors in the fulfillment of the contract.

- b. The Purchaser may not assign the contract without the written consent of WhiteWater.

18. Independent Contractor

WhiteWater shall at all times be an independent contractor in performing its obligations pursuant to this Contract. Nothing contained in this Contract shall in any way be construed to create an employer/employee relationship, agency relationship, partnership or joint venture between the parties.

19. Jurisdiction

This Contract shall be construed in accordance with, and will be subject to, the laws of the jurisdiction in which the project is located unless stated otherwise.

20. Language

All official WhiteWater's communications, contractual documents and project documentation will be issued in English which will be considered the language of the contract. Any translation/interpretation of project documentation will be the sole responsibility of the Purchaser, unless otherwise stated in this Contract.

21. Electronic Delivery

This Contract may be executed and delivered in one or more counterparts and by facsimile, electronic means or otherwise, each of which when executed and delivered will be deemed an original, and all of which will constitute one and the same document. Facsimile signatures shall be deemed to be original signatures.

22. Project Images

Purchaser shall grant WhiteWater the right to use video, picture or other representation of the equipment and its surrounding in the possession of Purchaser and Purchaser agrees to provide such from time to time upon reasonable request by WhiteWater. WhiteWater may also acknowledge Purchaser in any promotional material utilizing video, picture or print material that depicts the Attraction, including limited use of Purchaser's trademarks, trade name and trade dress or Purchaser's guests' likeness.

END OF SECTION

Execution and Acceptance

This contract is made on the latest date of signing by both parties. By execution of this document, the SELLER and the PURCHASER have reviewed and agree to all terms and conditions, including Appendices referenced and attached that are made part of this contract. The parties acknowledge that these documents unless otherwise expressed herein represents the full extent of the agreement.

SELLER: WHITEWATER WEST INDUSTRIES LTD.

SIGNATURE

NAME

TITLE

DATE

PURCHASER:

SIGNATURE

NAME

TITLE

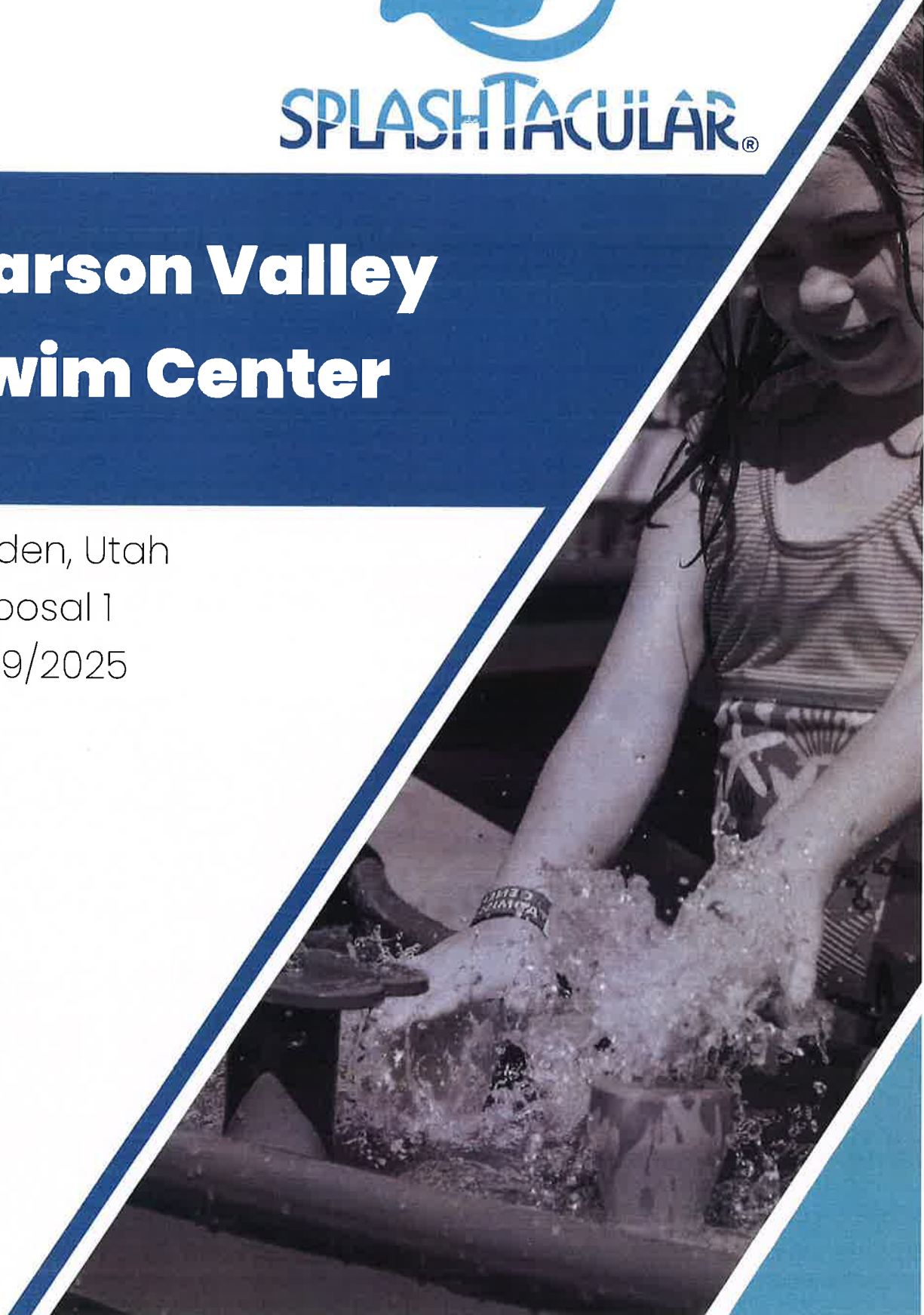
DATE



SPLASHTACULAR®

Carson Valley Swim Center

Minden, Utah
Proposal 1
10/29/2025



Project Overview

Carson Valley Swim Center

Base Bid for Ground Feature – Furnish Only

\$37,000.00

Pricing is valid for 30 days. Due to current fabrication schedules and lead times this project is not eligible for installation or delivery in the 4th Quarter of 2025 and the 1st and 2nd Quarters of 2026. Taxes are excluded.

Design Services

- a. Shop drawings sealed by professional engineer registered in the state of Nevada
- b. The required information for submission to regulatory authorities.
- c. Operations and maintenance manuals.
- d. One (1) year limited warranty on defects in workmanship and materials.

Ground Features & Lazy River Features

Item	Quantity	GPM/Per	Notes
Tippy Bucket Tree 6-Way	1	30	

Ground Features

EMBEDS

All embeds will be made from 304L stainless steel, PVC or brass unless specified otherwise. Embeds to be provided by Splashtacular but installed by others. Splashtacular is not responsible for the supply and installation of below-grade plumbing including a separate valve for each embed.

WATER FEED STUB-UPS

Water features require a 1-3" PVC pipe capped 24" above grade. Splashtacular will include specific dimensions on the engineered shop drawings. Splashtacular is not responsible for the supply and installation of below-grade plumbing including a separate valve for each feature.

ABOVE-GRADE EQUIPMENT**STAINLESS STEEL**

All steel features and supports to be made from 304L stainless steel, unless specified otherwise.

POWDER COAT FINISH

All stainless steel will be cleaned and prepped prior to receiving a baked-on Sherwin Williams Powdura RAL Series Super Durable TGIC-Free powder coated finish. Client may select colors from any of Splashtacular's 188 standard RAL color selections.

Installation – Not included

Miscellaneous

FREIGHT

Includes freight to jobsite.

SALES TAXES

Sales taxes are included in our proposal.

Exclusions

- a. Sales/Use taxes, Licenses, permits and fees.
- b. Insurance coverage in excess of standard policy aggregates/limits. Owner controlled, contractor controlled or any type of Wrap up insurance programs.
- c. Performance and payment bonds.
- d. Soil reports or surveying.
- e. Notices, inspections or testing of any kind including steel fabrication inspections and material testing.
- f. Demolition and/or repairs to decks, fences and landscaping.
- g. Supply, installation and connection of electrical service and wiring, internet connections, conduit and any other required equipment from the equipment room complete to the play unit and feature(s).
- h. Controls for surge tank fill, rain water valves, UV, pump(s), filtration systems.
- i. Supply and installation of concrete footings, plinths or leveling pads, foundations, grouting and grounding wires.
- j. Supply, installation or modification of the pool, decks, drainage systems, deck drains, grating and holding or ballast tanks.

- k.** Supply, installation or modification of plumbing, mechanical and electrical equipment including emergency start/stop equipment, piping connections and pipe supports.
- l.** Temporary utilities and dumpster.
- m.** Coated or painted hardware.
- n.** Deck ropes, fences or barriers of any kind.
- o.** Rafts or inner tubes.
- p.** Any type of or rock-scaping.
- q.** Prevailing or union wage rates or the use of union labor.
- r.** Pool deck canopies
- s.** Installation labor, equipment and tools (including completion of punch list items).
- t.** Commissioning.
- u.** All necessary equipment for installation and erection of the play unit and feature(s) including but not limited to a 25-ton crane, a man-lift and an 8,000 lb. all-terrain Lull.
- v.** Any items not specifically stated above.

NOTE: It is agreed that Splashtacular shall be permitted to process our work without interruption or delay. The purchaser hereby agrees that Splashtacular will be reimbursed in full for all costs associated with any delays. These reimbursable include, but are not limited to, re-mobilization costs and equipment rental/delivery fees. This agreement must become a part of the final contracts.

Preliminary Foundation Information

The ground features/lazy river features contained in this proposal should require:

(1) 12" thickened slab(s) extending 12" beyond the water feed stub-up.

Extra excavation due to poor soil conditions could result in extra costs as well as an increase in footing sizes. Extra costs may be incurred by buyer if soil conditions are worse than anticipated. Owner/Contractor to furnish Splashtacular with a copy of the project soils report.

Payment Terms

- 50% Deposit to initiate contract and prepare shop drawings.
- 50% Due upon completion of fabrication and prior to shipment.



Always here.
Always safe.
Always original.

www.splashtacular.com

Toll free	+1 800- 844-5334
UK	+44 01403-334375
AUS	+61 427-775-520
CHN	+86 14714910540

Home Office: 401 East, Paola, KS 66071

UK Office: Suite 17, The Courtyard 30 Worthing Road, Horsham West Sussex, RH12 1SL

AUS Office: ABN 81 100 186 917 62 Thuringowa Drive Kirwan Qld 4817 (Townsville)

Splashtacular // Innovators Of Fun



\$ 57,000

Splash facade




GRAND TOTAL THIS PROPOSAL WITH OPTIONS SELECTED \$13,093.70

Customer Name	ALL BIDDERS
Contact Name	
Contact Phone	
Contact Email	
Contact State	NV

Proposal Number	Quote 2107127
Quote Date	02 / 04 / 2026
Expiration Date	04 / 05 / 2026
Created by	Jo Ann Walpole
Created by Email	joann.walpole@fountainpeople.com

PROJECT NAME W24123 Carson Valley Swim Center

PLAY FEATURES

QTY	Model Number	Product Name	Price Each	Subtotal
2	W290(135)	Little Sqwerts™ Fish (1) 1-000482-002 Embed Specify spray radius: 45, 90, 135, 180, 360 	\$5,847.00	\$11,694.00

Tariff Surcharge **\$584.70**

Play Features Total \$12,278.70

OPERATING EQUIPMENT

QTY	Model Number	Product Name	Price Each	Subtotal	GPM Each
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Tariff Surcharge **\$0.00**

Operating Equipment Total \$0.00



FREIGHT AND PACKAGING

Description	Quantity	Price	Subtotal
Packaging and Crating	1	\$150.00	\$150.00
<input checked="" type="checkbox"/> Freight	1	\$600.00	\$600.00
<input checked="" type="checkbox"/> Early Embed Freight	1	\$65.00	\$65.00

Freight and Packaging Total \$815.00

GRAND TOTAL THIS PROPOSAL WITH OPTIONS SELECTED \$13,093.70

By Signing this agreement I agree to The Fountain People/Water Odyssey's general terms and conditions of sale.

AGREED TO AND ACCEPTED:

	SHIP TO	BILL TO
COMPANY NAME		
ADDRESS 1		
ADDRESS 2		
CITY		
STATE		
ZIPCODE		
CONTACT NAME		
CONTACT PHONE		



WATER ODYSSEY™
BY FOUNTAIN PEOPLE
A PLAYCORE Company

4600 Highway 123
San Marcos TX, 78666
(512) 392-1155
info@fountainpeople.com

	SHIP TO	BILL TO
CONTACT EMAIL		



4600 Highway 123
San Marcos TX, 78666
(512) 392-1155
info@fountainpeople.com

Proposal Pricing: **PRICES ARE YOUR COSTS** unless specifically noted otherwise in the quote. After the expiration date listed above, we reserve the right to increase prices due to the rise in cost of raw materials, fuel, or other cost increases. When applicable, Fountain People reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to: fuel, steel, resin, foam and paint. Due to the duration of time between proposals, contracts, and final installation, Fountain People reserves the right to implement this surcharge, when applicable at its sole discretion. **Installation, unloading and storage are not included unless specifically noted in Proposal. See other exclusions section below.**

Taxes: Sales and/or use taxes are **not included** in your proposal. Sales and/or use taxes will be added at time of order unless acceptable tax-exempt documentation is provided.

Purchase: By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by Fountain People (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase Water Odyssey or Fountain People brand equipment ("Equipment") and the services to be provided by the Company, as detailed in the Proposal sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Equipment (the ultimate owner of a the Equipment, whether Purchaser or a third-party, being the "Owner").

Short Ship and Damage Claims: Purchaser has 3 business days from receipt of the Equipment to file a short ship or damage report in writing to its Company sales representative. Company will not honor claims made after this time. Obvious damage should be noted at time of unloading on the trucking companies' paperwork before accepting receipt of Equipment. Failure to note shipping damage may result in shipping damages not being covered.

Standard Exclusions: This quotation explicitly excludes any and all items not expressly specified or identified above in writing. No other product, parts, equipment, labor or service is included, regardless of any Contract Document, Contract Section, Plans, Specifications, Drawings or Addendum.

Bonding Guidelines: If Purchaser will use or provide the Equipment and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner: *"The manufacturer's warranty for the Water Odyssey brand Equipment is a separate document between Fountain People and the ultimate owner of the Water Odyssey Equipment brand Equipment, which will be provided to the ultimate owner at the time of completion of the delivery and other services specifically contracted above to be provided by the Fountain people. Due to surety requirements, any performance and/or payment bond will cover only the first year of the Fountain People warranty."*

Insurance Requirements: Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

Payment: Terms of payment will be determined at time of order based on credit and payment history. Deposits may be required. Proposals over \$100,000 will require a deposit – amount to be determined at time of order. All payments must be made to Fountain People, PO Box 807 San Marcos, TX 78666. If the Purchaser or Owner fails or delays in making any required payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws including, but not limited to, filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

Lien Releases: Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.



4600 Highway 123
San Marcos TX, 78666
(512) 392-1155
info@fountainpeople.com

Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings, and Surveying: Site plan approval, permits, permit fees, plans, engineering drawings, health department approvals, and surveying are specifically excluded from this agreement and the Services unless specified in the quote section above. The Company does not in any way warrant or represent that a permit or government approval for construction or occupancy will be obtained. Sealed engineered drawings or 3rd party engineering review that are required but not included in above quote will result in an additional cost to Purchaser.

Manufacturing & Delivery Times: Manufacturing lead-time from Company's receipt of the "approved order" is approximately 12 to 14 weeks for standard Equipment, and 16 to 26 weeks for custom Equipment. Delivery is approximately 1 week thereafter. All shipping is FOB our Texas facility. Transfer of ownership of Equipment occurs once the Equipment leaves our facility. Fountain People does not guarantee specific delivery days unless that option is specified and paid for in the quote. In the event a shipment is late due to no fault of Fountain People, Fountain People is not liable for the extra shipping charges paid and does not pay re-mobilizations or other delay charges or liquidated damages.

Returned Product, Deposits, and/or Cancelled Order: Within the first 30 days after shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. Custom products cannot be returned. No returns are available following this 30 day period. All deposits are non-refundable. All expenses incurred are the responsibility of the Purchaser, up to notice of cancellation.

Force Majeure: A party shall be excused from performance (or such performance shall be suspended) for any period and to the extent that it is prevented from completing the Work, in whole or in part, as a direct result of any delay or suspension of work caused by a Force Majeure Event. For purposes of this Subcontract, "Force Majeure Event" means a cause or event that is not reasonably foreseeable or otherwise caused by or under control of the party claiming the Force Majeure Event, including acts of God, fires, floods, explosions, wars, hurricane, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes (other than those of Subcontractor or its sub-subcontractors that prevent Subcontractor from performing the Work), pandemics, epidemics, and other like events that are beyond the reasonable anticipation and control of the party affected by the Force Majeure Event despite the party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of the acts, events or occurrences, and which events or its effects are not attributable to a party's failure to perform its obligations under this Subcontract, but only to the extent that any of these cause are valid excuses under the Prime Contract. A party effected by a Force Majeure Event shall commence performance completing the Work immediately following such suspension due to a Force Majeure Event.

Indemnification: To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless the Company and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees related to the installation of the Equipment or performance of the services, provided that such claim, damage, loss, or expense is attributable to bodily injury to, sickness, disease, or death of a person, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 15.

THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, DELIVERY, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY. THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

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

AGENDA ACTION SHEET

Agenda Item #5

Title: Discussion Only. Presentation of the proposed '26-'27 operating budget and 5-year capital improvement budget.

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, 2026.

Funding: NA

Recommended Motion: Discussion Only.

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

**Carson Valley Swim Center
2024/2025
Budget**

	Actual 25-26	Budget 25-26	Forecast 25-26	12 Month Actual Jan - Dec 2025	Budget 26-27	% Diff 25-26 Budget
Income						
403 · USER FEES	330,071	648,000	639,071	569,403	641,075	-1.07%
496 · FOOD	27,107	66,146	57,107	38,395	59,135	-10.60%
497 · MERCHANDISE	11,218	25,409	24,218	17,975	25,409	0.00%
498 · GRANT INCOME	10,000	10,000	10,000	10,000	10,000	
	378,395	749,555	730,395	635,773	735,619	-1.86%
Cost of Goods Sold						
550 · FOOD EXPENSE	10,174	29,000	21,574	17,140	26,399	-8.97%
555 · MERCHANDISE EXPENSE	5,903	13,613	12,003	9,240	13,062	-4.05%
560 · FOOD SUPPLIES	440	1,450	1,265	906	1,300	-10.34%
565 · FOOD SPOILAGE	48	437	224	101	250	-42.79%
	16,565	44,500	35,066	27,388	41,011	-7.84%
Expense						
PAYROLL EXPENSES						
599 · BOARD EXPENSES	15,200	24,000	25,200	22,800	24,000	0.00%
600 · SALARIES & WAGES	851,477	1,486,622	1,421,099	1,358,895	1,514,795	1.90%
601 · SOCIAL SECURITY	30,214	57,104	49,418	46,011	57,537	0.76%
611 · MEDICARE	12,426	21,904	20,530	19,311	22,313	1.87%
613 · STATE UNEMPLOYMENT	6,081	21,750	19,181	12,425	16,967	-21.99% NUC and FUT 26-27
614 · HEALTH INSURANCE	41,401	69,300	70,276	69,591	80,675	16.41%
615 · PERS	109,501	216,674	197,001	168,479	224,463	3.59%
617 · WORKMANS COMPENSATION	29,552	50,841	50,736	56,247	56,842	11.80%
639 · PAYROLL TAX ADJUSTMENTS	7,670	-	7,670	20,475	-	#DIV/0! FUT
640-3 · ACCRUED VACATION	-2,771	-	(2,771)	1,292	-	#DIV/0!
	1,100,749	1,948,195	1,858,338	1,775,526	1,997,592	2.54%
GENERAL & ADMINISTRATIVE						
629 · ADVERTISING/PRINTING	10,766	13,500	20,395	15,790	16,500	22.22%
630 · POSTAGE	167	800	478	552	550	-31.25%
631 · JANITORIAL EXPENSE	7,433	11,500	13,387	10,855	12,775	11.09%
632 · SOFTWARE	15,251	33,500	28,930	25,520	30,700	-8.36%
641 · POOL TRAINING AND EDUCATION	3,684	4,000	5,351	6,009	5,750	43.75%
645 · OFFICE SUPPLIES	3,389	6,071	5,806	7,004	6,075	0.07%
660 · SEMINARS & EDUCATION	5,187	7,325	8,239	6,372	8,300	13.31%
661 · DUES/SUBSCRIPTIONS	1,429	2,045	2,941	2,240	2,545	24.45%
680 · TRAVEL EXPENSE	10,519	14,000	16,353	18,213	17,500	25.00%
681 · MEALS	1,487	3,200	2,820	4,065	3,100	-3.13%
683 · AUTO REIMBURSEMENT/MILEAGE	751	1,600	1,417	1,519	1,600	0.00%
690 · LEGAL EXPENSE	3,015	5,500	5,165	4,102	5,500	0.00%
691 · ACCOUNTING EXPENSE	16,445	19,001	19,000	18,780	19,005	0.02%
692 · BANK CHARGES	0	500	-	-	250	-50.00%
693 · ENTRY SYSTEM CHARGES	22,753	35,000	37,686	39,021	39,000	11.43%
694 · VOTER REGISTRATION	5,481	6,000	5,481	5,818	5,481	-8.65%
780 · CASH OVER/SHORT	-249	-	(249)	(454)	-	#DIV/0!
	107,808	163,542	173,449	165,405	174,631	6.78%
POOL OPERATIONS						
623 · INSURANCE	22,286	37,000	37,701	38,093	39,250	6.08%
628 · CHEMICALS	39,848	72,000	66,734	69,061	70,125	-2.60%
633 · MAINTENANCE & REPAIR	83,406	110,000	125,789	117,535	122,750	11.59%
634 · EQUIPMENT RENTAL	2,093	5,000	4,176	4,484	5,000	0.00%
636 · LANDSCAPE MAINTENANCE	6,457	14,000	15,277	14,855	15,005	7.18%
640 · EMPLOYEE INCENTIVES	2,451	3,200	3,276	3,056	3,200	0.00%
642 · SAFETY	8,845	13,250	15,905	14,756	15,525	17.17%
643 · SUPPLIES	5,237	6,000	7,716	14,909	8,345	39.08%
644 · UNIFORMS	3,569	8,175	7,282	7,412	8,175	0.00%
646 · SMALL EQUIPMENT	2,965	5,000	3,990	6,389	5,010	0.20%
	177,156	273,625	287,846	290,551	292,385	6.86%
UTILITIES						
619 · GARBAGE	3,702	8,500	7,433	6,300	7,500	-11.76%
621 · TELEPHONE EXPENSE	3,261	6,000	5,782	5,253	5,355	-10.75%
622 · ELECTRIC	66,255	125,000	118,441	112,988	120,000	-4.00%
624 · WATER	7,650	11,500	11,986	13,464	12,500	8.70%
625 · SEWER	6,954	6,450	8,563	7,861	9,272	43.75%
626 · NATURAL GAS	37,974	135,000	106,159	86,695	110,295	-18.30%
Total UTILITIES	125,795	292,450	258,363	232,560	264,922	-9.41%
Total POOL OPERATIONS	302,951	566,075	546,209	523,112	557,307	-1.55%
850 · DEPRECIATION EXPENSE	350,000	500,000	600,000	470,803	600,000	20.00%
Total Expense	1,877,774	3,222,312	3,213,063	2,962,234	3,370,540	4.60%
Net Ordinary Income	-1,499,378	-2,472,757	-2,482,667	(2,326,461)	-2,634,921	6.56%
Other Income						
401.4 · AD VALOREM	2,143,999	3,200,000	3,419,999	3,503,561	3,300,000	3.13%
499 · OTHER INCOME	0.00	-	-	-	-	
491 · INTEREST INCOME	68,135	80,000	101,470	141,033	98,125	22.66%
TOTAL Other Income	2,212,134	3,280,000	3,521,469	3,644,594	3,398,125	3.60%
Other Expense						
899 · Interest Expense	1,919.00	4,000.00	3,974.80	3,837.60	1,900.00	-52.50%
TOTAL Other Expense	1,919.00	4,000.00	3,974.80	3,837.60	1,900.00	-52.50%
Net Income	710,837	803,243	1,034,827	1,314,295	761,304	-5.22%
Cost Recovery %	25.04%	27.53%	27.95%	25.52%	26.57%	
Net Income before Depreciation	1,060,837	1,303,243	1,634,827	1,785,098	1,361,304	
Cost Recovery % with Interest Income	29.55%	30.47%	31.83%	31.18%	30.11%	

**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	Proposed Funding Source	Additional Maintenance Costs for Each of the Next Five Years
Fiscal Year 2026- 2027	Cost	
Capital Improvement Projects (Activity Pool Renovation 800K Therapy Filter Replacement 100K)	900,000 Property Tax - General Revenue	No additional costs expected
Asset Management (Slide Frame paint/seal, Sidewalk Repair, UV)	253,154 Property Tax - General Revenues	No additional costs expected
Project Management	15,000 Property Tax - General Revenues	No additional costs expected
Contingency	40,000 Property Tax - General Revenues	No additional costs expected
Total 2026 – 2027	<u>\$1,208,154</u>	
Item	Proposed Funding Source	Additional Maintenance Costs for Each of the Next Five Years
Fiscal Year 2027- 2028	Cost	
Capital Improvement Projects (Indoor Plaster/Paint, Deck Repair)	350,000 Property Tax - General Revenue	No additional costs expected
Asset Management (Spring Board, Pumps LG Stand)	274,397 Property Tax - General Revenues	No additional costs expected
Project Management	15,000 Property Tax - General Revenues	No additional costs expected
Prelim ACME Studies (Aquatic Multnuse Expansion)	200,000 Property Tax - General Revenues	No additional costs expected
Contingency	40,000 Property Tax - General Revenues	No additional costs expected
Total 2027 – 2028	<u>\$679,397</u>	

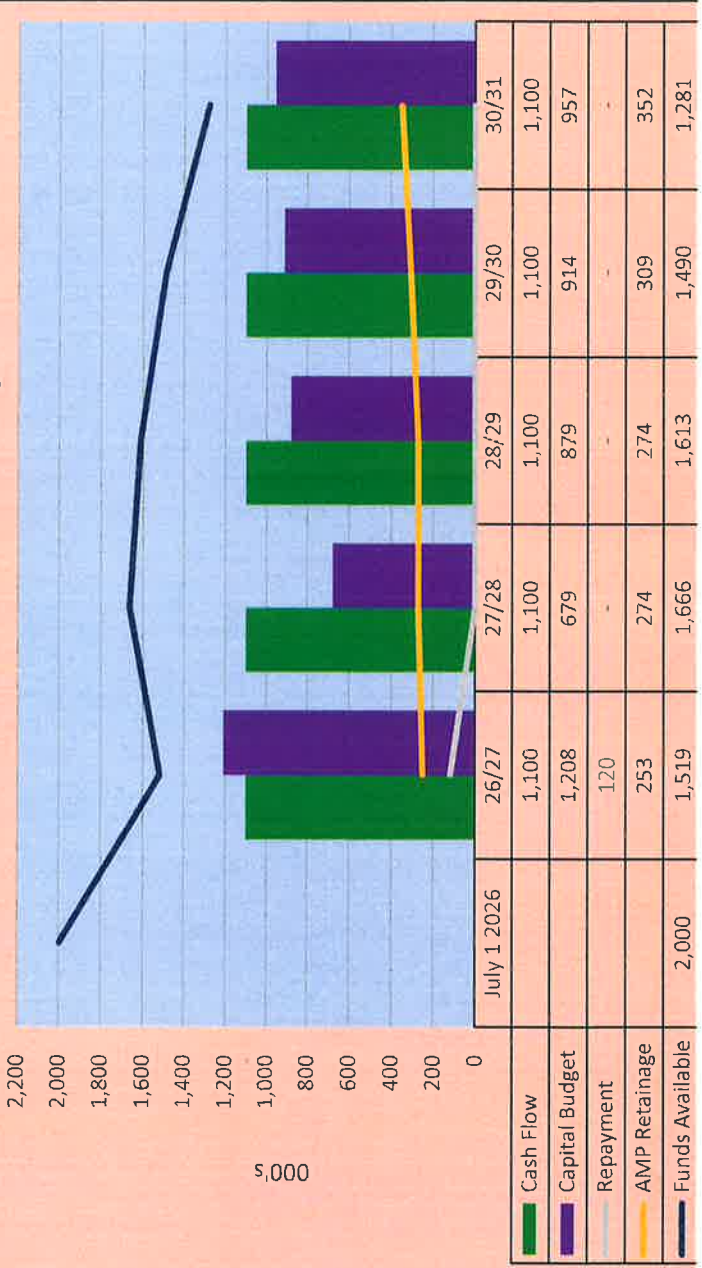
Item	Proposed Funding Source	Additional Maintenance Costs for Each of the Next Five Years
Fiscal Year 2028- 2029	Cost	
Capital Improvement Projects (ACME Project)	550,000	No additional costs expected
Asset Management (Quartz Thimble, Pumps ADA Lifts)	274,531	No additional costs expected
Project Management	15,000	No additional costs expected
Contingency	40,000	No additional costs expected
Total 2028 – 2029	<u>\$879,531</u>	

Item	Proposed Funding Source	Additional Maintenance Costs for Each of the Next Five Years
Fiscal Year 2029- 2030	Cost	
Capital Improvement Project (ACME Project)	550,000	No additional costs expected
Asset Management (LED Score Board, Therapy Pool Plaster)	309,764	No additional costs expected
Project Management	15,000	No additional costs expected
Contingency	40,000	No additional costs expected
Total 2029 – 2030	<u>\$914,764</u>	

Item	Cost	Proposed Funding Source	Additional Maintenance Costs for Each of the Next Five Years
Fiscal Year 2030- 2031			
Capital Improvement Project (ACME Project)	550,000	Property Tax - General Revenue	No additional costs expected
Asset Management (Dryland Equipment, Pumps, Boiler Controls Slide Repaint/Gel)	352,151	Property Tax - General Revenues	No additional costs expected
Project Management	15,000	Property Tax - General Revenues	No additional costs expected
Contingency	40,000	Property Tax - General Revenues	No additional costs expected
Total 2030 – 2031	<u>\$957,151</u>		

Total of 5-year projects: \$4,638,997 or an average of \$927,799 /year

Proposed '26-'31 Capital Budget



EAST FORK SWIMMING POOL DISTRICT BOARD OF TRUSTEES

AGENDA ACTION SHEET

Agenda Item #6

Title: Discussion Only. Discussion and update on the District's Strategic Planning process.

Background: East Fork Swimming Pool District approved the 2021-2023 Strategic Plan in a 2021 board meeting for the Carson Valley Swim Center. Periodically the Board and Director will review any updates or changes to the plan.

In 2025, the board directed the Director to solicit 3 proposals from professionals to consider for updating the plan. The Director was able to solicit 2 out of the 3 requested. The third solicitation did not come through because the Director did not hear back from the company.

The Trustees moved to approve the proposal and award the work for the Strategic Plan update submitted by SA Morgan 394 Consulting, LLC.

Funding: NA

Recommended Motion: Discussion only

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

EAST FORK SWIMMING POOL DISTRICT BOARD OF TRUSTEES

AGENDA ACTION SHEET

Agenda Item #7

Title: Discussion Only. Discussion on the evaluation process of the District's Director to be held during the March 2026 meeting.

Background: East Fork Swimming Pool District Trustees conduct, during the public meeting, the Swim Center Director's annual evaluation the meeting prior to the Director's anniversary date and make it affective the first payday in April. The Director is evaluated based on the "Work Performance Standards" set forth by the Trustees.

Funding: NA

Recommended Motion: Discussion only

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

EAST FORK SWIMMING POOL DISTRICT BOARD OF TRUSTEES

AGENDA ACTION SHEET

Agenda Item #8

Title: Discussion and Possible Action. Approval of general ledger cash balances, expenditures and investments through January 31st, 2026.

Background: Each month, the East Fork Swimming Pool district prepares and presents a financial report detailing revenue, expenditures, fund balances, and budget-to-actual comparisons. This report is a key tool for ensuring financial transparency, supporting accountability to the public, and aiding in informed decision-making by the board.

Reviewing the monthly financials is important to track the district's fiscal health, assess whether operations are aligned with budgetary goals, and identify any emerging financial concerns or opportunities. It also provides a forum for board members to ask questions, provide guidance, and ensure that public funds are being managed responsibly and efficiently.

Funding: NA

Recommended Motion: Move to approve general ledger cash balances, expenditures and investments through January 31st, 2026.

Trustee Action:

Approved

Denied

No Action

Other

EAST FORK SWIMMING POOL DISTRICT
Balance Sheet
 As of January 31, 2026

	Jan 31, 26
ASSETS	
Current Assets	
Checking/Savings	
101 · WELLS FARGO CHECKING ACCT.	186,458.20
108 · CASH ON HAND	850.00
112-4 · LOCAL GOV'T INVESTMENT POOL	3,063,349.22
112-5 · LOCAL GOV'T POOL OPERATING	52,402.01
Total Checking/Savings	3,303,059.43
Accounts Receivable	
121 · ACCOUNTS RECEIVABLE	1,954.00
Total Accounts Receivable	1,954.00
Other Current Assets	
12100 · INVENTORY	
115 · CHEMICALS INVENTORY	7,876.32
120 · MERCHANDISE INVENTORY	4,096.67
125 · FOOD INVENTORY	1,287.86
Total 12100 · INVENTORY	13,260.85
130 · Prepaid Expense	18,706.37
170-4 · DELIQUENT TAX REC	33,428.00
Total Other Current Assets	65,395.22
Total Current Assets	3,370,408.65
Fixed Assets	
150 · POOL EQUIPMENT	205,495.39
155 · CONSTRUCTION IN PROGRESS	744,266.58
156 · LAND IMPROVEMENTS	506,644.25
157 · BUILDING & IMPROVEMENT	17,168,354.17
158 · EQUIPMENT	1,465,866.79
160 · ACCUMMULATED DEPRECIATION	-11,081,425.57
175 · LAND APN#1320-30-411-005	1,353,232.09
Total Fixed Assets	10,362,433.70
Other Assets	
171 · DEFERRED PENSION OUTFLOWS	556,295.00
Total Other Assets	556,295.00
TOTAL ASSETS	14,289,137.35
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
201 · ACCOUNTS PAYABLE	35,729.06
Total Accounts Payable	35,729.06
Credit Cards	
202 · CITI VISA CREDIT CARD	16,536.64
Total Credit Cards	16,536.64
Other Current Liabilities	
200 · PAYROLL LIABILITIES	
221-1 · ACCRUED PAYROLL	77,860.00
221-2 · ACCRUED PAYROLL TAXES	12,422.99
229 · SUTA	834.69
232 · PERS PAYABLE	-0.10
234-3 · Aflac	523.44
Total 200 · PAYROLL LIABILITIES	91,641.02

EAST FORK SWIMMING POOL DISTRICT
Balance Sheet
As of January 31, 2026

	<u>Jan 31, 26</u>
218 · ACCRUED VESTED VAC PAY	40,021.26
219 · OPEB LIABILITY	26,631.00
235 · ACCRUED WORKMANS COMPENSATION	-394.25
236 · NOTE PAYABLE - ZION	124,000.00
Total Other Current Liabilities	<u>281,899.03</u>
Total Current Liabilities	334,164.73
Long Term Liabilities	
220 · NET PENSION LIABILITY	1,250,010.00
225 · DEFERRED PENSION INFLOWS	250,070.00
Total Long Term Liabilities	<u>1,500,080.00</u>
Total Liabilities	1,834,244.73
Equity	
349 · RETAINED EARNINGS	8,635,595.00
351-1 · FUND BALANCE	1,452,260.17
355 · CONTRIBUTED CAPITAL	1,648,952.81
Net Income	718,084.64
Total Equity	<u>12,454,892.62</u>
TOTAL LIABILITIES & EQUITY	<u><u>14,289,137.35</u></u>

	Jan 26	Budget	Jul 25- Jan 26	YTD Budget	YTD Variance	Annual Budget	Annual Budget Remaining	YTD Total as % of Budget
Ordinary Income/Expense								
Income								
403 · USER FEES	42,658.96	35,000.00	330,070.50	339,000.00	(8,929.50)	648,000.00	317,929.50	50.94%
496 · FOOD	2,353.75	3,000.00	27,107.33	36,146.00	(9,038.67)	66,146.00	39,038.67	40.98%
497 · MERCHANDISE	1,826.50	1,500.00	11,217.60	12,409.00	(1,191.40)	25,409.00	14,191.40	44.15%
498 · GRANT INCOME	0.00	0.00	10,000.00	10,000.00	-	10,000.00	-	0.00%
Total Income	46,839.21	39,500.00	378,395.43	397,555.00	(19,159.57)	749,555.00	371,159.57	50.48%
Cost of Goods Sold								
COST OF GOODS SOLD								
550 · FOOD EXPENSE	746.69	800.00	10,174.41	17,600.00	7,425.59	29,000.00	18,825.59	35.08%
555 · MERCHANDISE EXPENSE	1,196.35	100.00	5,903.37	6,500.00	596.63	12,600.00	6,696.63	46.85%
560 · FOOD SUPPLIES	66.86	50.00	439.53	625.00	185.47	1,450.00	1,010.47	30.31%
565 · FOOD SPOILAGE	0.00	0.00	47.79	374.00	326.21	550.00	502.21	8.69%
Total COST OF GOODS SOLD	2,009.90	950.00	16,565.10	25,099.00	8,533.90	43,600.00	27,034.90	37.99%
Total COGS	2,009.90	950.00	16,565.10	25,099.00	8,533.90	43,600.00	27,034.90	37.99%
Gross Profit	44,829.31	38,550.00	361,830.33	372,456.00	(10,625.67)	705,955.00	344,124.67	51.25%
Expense								
GENERAL & ADMINISTRATIVE								
629 · ADVERTISING/PRINTING	1,307.74	481.00	10,766.12	3,871.00	(6,895.12)	13,500.00	2,733.88	79.75%
630 · POSTAGE	0.00	111.00	167.15	489.00	321.85	800.00	632.85	20.89%
631 · JANITORIAL EXPENSE	697.51	753.00	7,432.85	5,546.00	(1,886.85)	11,500.00	4,067.15	64.63%
632 · SOFTWARE - IT	1,943.28	7,732.00	15,251.37	19,821.00	4,569.63	33,500.00	18,248.63	45.53%
641 · POOL TRAINING AND EDUCATION	0.00	333.34	3,684.43	2,333.38	(1,351.05)	4,000.00	315.57	92.11%
645 · OFFICE SUPPLIES	412.91	642.00	3,811.58	4,077.00	265.42	6,071.00	2,259.42	62.78%
660 · SEMINARS & EDUCATION	290.00	610.42	5,187.00	4,272.94	(914.06)	7,325.00	2,138.00	70.81%
661 · DUES/SUBSCRIPTIONS	176.98	74.00	1,429.08	533.00	(896.08)	2,045.00	615.92	69.88%
680 · TRAVEL EXPENSE	0.00	1,166.67	10,519.29	8,166.69	(2,352.60)	14,000.00	3,480.71	75.14%
681 · MEALS	0.00	266.67	1,486.74	1,866.69	379.95	3,200.00	1,713.26	46.46%
683 · AUTO REIMBURSEMENT/MILEAGE	110.18	133.34	750.72	933.58	182.66	1,600.00	849.28	46.92%
690 · LEGAL EXPENSE	0.00	576.00	3,014.82	3,350.00	335.18	5,500.00	2,485.18	54.81%
691 · ACCOUNTING EXPENSE	455.00	498.00	16,445.00	16,446.00	1.00	19,001.00	2,556.00	86.55%
692 · BANK CHARGES	0.00	500.00	0.00	500.00	500.00	500.00	500.00	0.00%
693 · ENTRY SYSTEM CHARGES	1,020.01	1,596.00	22,753.03	20,067.00	(2,686.03)	35,000.00	12,246.97	65.01%
694 · DC VOTER FEES	5,481.15	6,000.00	5,481.15	6,000.00	518.85	6,000.00	518.85	91.35%
780 · CASH OVER/SHORT	-22.50	0.00	-249.45	0.00	249.45	-	249.45	#DIV/0!
Total GENERAL & ADMINISTRATIVE	11,872.26	21,473.44	107,930.88	98,273.08	(9,657.80)	163,542.00	55,611.12	66.00%
PAYROLL EXPENSES								
599 · BOARD EXPENSES	4,000.00	2,000.00	15,200.00	14,000.00	(1,200.00)	24,000.00	8,800.00	63.33%
600 · SALARIES & WAGES	143,812.04	140,000.00	851,476.57	917,000.00	65,523.43	1,486,622.00	635,145.43	57.28%
601 · SOCIAL SECURITY	4,761.68	5,400.00	30,213.54	37,900.00	7,686.46	57,104.00	26,890.46	52.91%
611 · MEDICARE	2,122.26	2,200.00	12,425.51	13,800.00	1,374.49	21,904.00	9,478.49	56.73%
613 · STATE UNEMPLOYMENT	826.53	1,100.00	6,080.92	8,650.00	2,569.08	21,750.00	15,669.08	27.96%
614 · HEALTH INSURANCE	6,468.20	5,775.00	41,400.51	40,425.00	(975.51)	69,300.00	27,899.49	59.74%

	Jan 26	Budget	Jul 25- Jan 26	YTD Budget	YTD Variance	Annual Budget	Annual Budget Remaining	YTD Total as % of Budget
(Continued)								
615 · PERS	21,014.52	24,000.00	109,501.03	129,174.50	19,673.47	216,674.00	107,172.97	50.54%
617 · WORKMANS COMPENSATION	4,221.75	4,236.77	29,552.25	29,657.39	105.14	50,841.00	21,288.75	58.13%
639 · PAYROLL TAX ADJUSTMENTS	0.00	0.00	0.00	0.00	-	-	-	#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	303.39	0.00	-2,771.48	0.00	2,771.48	-	2,771.48	#DIV/0!
Total PAYROLL EXPENSES	187,530.37	184,711.77	1,093,078.85	1,190,606.89	97,528.04	1,948,195.00	855,116.15	56.11%
POOL OPERATIONS								
UTILITIES								
619 · GARBAGE	535.86	467.00	3,702.22	4,769.00	1,066.78	8,500.00	4,797.78	43.56%
621 · TELEPHONE EXPENSE	390.30	497.00	3,261.05	3,479.00	217.95	6,000.00	2,738.95	54.35%
622 · ELECTRIC	8,349.65	10,438.00	66,255.24	72,814.00	6,558.76	125,000.00	58,744.76	53.00%
624 · WATER	685.35	572.00	7,649.60	7,164.00	(485.60)	11,500.00	3,850.40	66.52%
625 · SEWER	2,317.86	1,591.00	6,953.58	7,841.00	887.42	9,450.00	2,496.42	73.58%
626 · NATURAL GAS	5,980.18	11,232.00	37,973.61	58,815.00	20,841.39	127,000.00	89,026.39	29.90%
Total UTILITIES	18,259.20	24,797.00	125,795.30	154,882.00	29,086.70	287,450.00	161,654.70	43.76%
623 · INSURANCE	3,183.70	3,083.34	22,285.90	21,583.38	(702.52)	37,000.00	14,714.10	60.23%
628 · CHEMICALS	3,712.59	410.00	39,847.91	45,114.00	5,266.09	72,000.00	32,152.09	55.34%
633 · MAINTENANCE & REPAIR	10,182.28	19,569.00	83,405.75	67,617.00	(15,788.75)	110,000.00	26,594.25	75.82%
634 · EQUIPMENT RENTAL	185.59	416.67	2,092.73	2,916.69	823.96	5,000.00	2,907.27	41.85%
636 · LANDSCAPE MAINTENANCE	991.92	740.00	6,456.92	5,180.00	(1,276.92)	14,000.00	7,543.08	46.12%
640 · EMPLOYEE INCENTIVES	206.00	200.00	2,451.20	2,375.00	(76.20)	3,200.00	748.80	76.60%
642 · SAFETY	548.72	501.00	8,844.91	8,940.00	95.09	16,000.00	7,155.09	55.28%
643 · SUPPLIES	29.80	509.00	5,236.68	3,521.00	(1,715.68)	6,000.00	763.32	87.28%
644 · UNIFORMS	72.54	1,422.00	3,568.93	4,462.00	893.07	8,175.00	4,606.07	43.66%
646 · SMALL EQUIPMENT	788.96	1,000.00	2,965.17	3,975.00	1,009.83	5,000.00	2,034.83	59.30%
Total POOL OPERATION EXPENSE	38,161.30	52,648.01	302,951.40	320,566.07	17,614.67	563,825.00	260,873.60	53.73%
850 · DEPRECIATION EXPENSE	50,000.00	50,000.00	350,000.00	350,000.00	-	600,000.00	250,000.00	58.33%
Total Expense	287,563.93	308,833.22	1,853,961.13	1,959,446.04	105,484.91	3,275,562.00	1,421,600.87	56.60%
Net Ordinary Income	(242,734.62)	(270,283.22)	(1,492,130.80)	(1,586,990.04)	94,859.24	(2,569,607.00)	(1,077,476.20)	58.07%
Other Income/Expense								
Other Income								
401.4 · AD VALOREM	0.00	3,500.00	2,143,999.49	1,924,000.00	219,999.49	3,200,000.00	1,056,000.51	67.00%
491 · INTEREST INCOME	10,359.54	6,666.67	68,134.75	46,666.69	21,468.06	80,000.00	11,865.25	85.17%
499 - OTHER INCOME	0.00	0.00	0.00	0.00	-	-	-	
Total Other Income	10,359.54	10,166.67	2,212,134.24	1,970,666.69	241,467.55	3,280,000.00	1,067,865.76	67.44%
Other Expense								
899 · Interest Expense	0.00	0.00	1,918.80	2,000.00	81.20	4,000.00	2,081.20	
Total Other Expense	-	-	1,918.80	2,000.00	81.20	(4,000.00)	2,081.20	
Net Other Income	10,359.54	10,166.67	2,210,215.44	1,968,666.69	241,548.75	3,276,000.00	1,069,946.96	67.47%
Net Income	(232,375.08)	(260,116.55)	718,084.64	381,676.65	336,407.99	706,393.00	(7,529.24)	101.66%

	Account	Amount	Memo
	Accolades Trophies		
	640 - EMPLOYEE INCENTIVES	156.00	EOM Plaques (Jan-Dec 2026)
	633 - MAINTENANCE & REPAIR	96.75	Coupling, Nipple, Acetone, Chem Sprayer, Paint brush, Drill Bits, Fasteners
	628 - CHEMICALS	2,074.27	Carbon Dioxide Liquid
	Amazon	1,239.17	Subscription Fees Supplies, LG Sweet Parts, Janitorial Office Supplies, Lens Wipes, Water, Wash Gloves, Camera for front office computer, Bandolais, EOM, Food, Cheeryl Hart Drives, Dumbbell 7 Piers
	American Document Destruction	75.97	Documents destroyed
	Camion Filtrical Services	185.59	Copier Lease/Equip Insurance (Jan 2026)
	CGI Communications	1,248.75	4 or 4 payments
	Critius	422.83	Weekly Service/Supplies
	Constant Contract	55.00	Software program for email address for contacts
	Costco	875.58	Food, Janitorial Food Supplies, Copy Paper, Terry Clothes
	Desert Star Landscaping	740.00	Weekly Lawn Service
	Dog Waste Depot	97.77	Dog Waste Bags
	Douglas County School District	7,245.00	Health Insurance Jan 2026 (7FT(1) Dependents- Long
	Douglas County Treasurer	5,481.15	
	Douglas Disposal	7.67	Trash
	DTIS Fiber	360.30	Jan 2026 Phone & Internet Service
	Ebay	282.43	Bushing & Lock Nut, Toner Cartridge S Hooks, Full Face Respirator, Vinyl Cement
	Global Industrial	263.44	Floor Machine Scrub Brush
	High Sierra Business Systems	119.92	Dec 25 (5 Copiers)
	Home Depot	723.89	Facet Gasket, Vacuum, Drill Bits, War Cook Handheld Showerhead, LED Tube Light, Parker Shop Rags in a box
	Intuit Software	223.00	Monthly Fee
	Jack Stevenson	115.51	Whiskies, Nose Clips
	Kiefer Aquatics	185.67	Whiskies, Nose Clips
	Lincoln Aquatics	6.97	Chemicals, Closure Ring, Pulsar Booster Pump, Whisperfloxt Pump, Swimsuit, Water Extractor (Men's Locker Room)
	March Baked Nzd	1,020.01	10 Pound BagKup
	Microsoft Corp	2,317.86	1st Otr Billing (Jan-Mar 2026)
	Minden-Gardnerville Sanitation District	440.00	Tanox Contr April 2026, Membership Renewal
	Nevada Recreation & Parks Society	8,349.65	9.95 Monthly Recurring Charge
	NV Energy	47.06	Jan 2026 #834
	Poster My Wall	180.00	Dec 2025 (2 Payroll/PERS)
	Public Employees Benefits Program	2,550.00	Moved camera to garage area, assist with mobile app, 3x8MP WDR, Lightcatcher, Camera Labor
	Sierra Bowling Services, Inc	215.00	2026 Company Random Testing (Jan-Dec)
	Sierra Electronics	5,960.18	Goggles
	Sierra Consulting Services	1,176.68	Goggles
	SOUTHWEST GAS	11.99	Fingerprinting (D Vargas)
	SPEEDO USA	39.00	Jan 2026 Monthly Visit
	Spotify	275.00	Jan 2026 Monthly Visit
	State of Nevada-Dept Public Safety	25.00	EOM (A Sturress)
	Sundance Tile & Marble	16.88	V-Belt
	Tanbe Tax & Accounting, LLC	85.42	Ice Cream, Corn Dogs
	Tangst	100.36	PVC 80 C.F.L.G. Press&Press Union Coupling
	The Parts House		
	Town Of Minden		
	Wal-Mart		
	Western Nevada Supply		
	Total	54,473.76	

EAST FORK SWIMMING POOL DISTRICT BOARD OF TRUSTEES

AGENDA ACTION SHEET

Agenda Item #9

Title: Discussion Only. Report from the Swim Center Director:

- User Attendance
- Staffing and Programming
- Marketing and Public Relations Information
- Employee Recognition
- Maintenance Updates
- Correspondence

Background: The Swim Center Director will provide a discussion-only report to inform the Board of recent operational updates. The report will include highlights on user attendance, staffing and programming, marketing and public relations activities, employee recognition, maintenance updates, and relevant correspondence. This item is for informational purposes only and does not require Board action.

Funding: NA

Recommended Motion: Discussion only

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

CVSC February Director's Report

User Attendance: See board binder documents.

- January 2025 Attendance 9,137. January 2026 Attendance was 9,212. (See attached docs)

Programming, Staffing and Training:

- Sarah and Justin will be presenting the Association of Aquatic Professionals in Colorado Springs and Shannon has been selected to sit on an expert aquatics panel discussing recruitment and retention.
- Paul, Co-chair, of the Northern Nevada Aquatics Committee is planning the regional in-service training.
- E-learning continues to be sent out monthly to staff by Andrew, Admin Asst./HR
- 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 swim angelfish are combined numbers and classes are successful (see attached #'s)
- Water Aerobics class attendance is steady at 35+ participants in the morning classes. Evening classes are smaller but well liked and attended.

Marketing and Public Relations:

- CVSC applied for 4 awards through the Nevada Recreation and Parks Society for Programming, Youth Enrichment, Remodeling Project, and Adaptive Lessons.
- 2026 events calendar has been posted on social media and sent to marketing partners: CGI, Visitors Authority, Chamber.
- Social media exposure, information sharing and flyers: Facebook & Instagram updates (Sarah).
- Website updates (Justin, Paul), Google Business updates (Shannon), Alignable updates (Shannon)
- Annual publications: Carson Valley Business Directory, Getaway Reno/Tahoe Area, Best of CV, Almanac, R-C.
- 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/patrons to keep up-to-date on schedule/procedure changes.

Employee Recognition: Employee of the Month

February: Lyn Willoughby, PT Maintenance Aid. Lyn works hard year-around helping in all areas of the maintenance dept and takes great pride in the cleanliness of the swim center grounds in and outdoors. His commitment has reached a new level while Dave was out on medical. Lyn worked longer and harder hours making sure the pools remained open and safe during the departments staff shortage. Lyn has also enjoyed the new found sport of swimming and participates in the morning Master's swim class and goes above and beyond participating in our special events oftentimes dressing in costume. It takes great pride in his work and is always on the move accomplishing something.

Maintenance Updates:

- Tile work has been completed in the locker rooms, on the on-deck showers and outdoor pool.
- Dave worked with Serris on several projects including the generator power transfer and main pool Variable Frequency Device (VFD).
- Quarterly Safety meetings are conducted by the maintenance team identifying any risk related concerns needing to be addressed.
- Daily, weekly, monthly and annual maintenance projects and asset management are being completed... excel document updated by Maintenance Supervisor and Director.
- Updating and improving the data information in Reserve Analyst (Asset Management Program).

Correspondence: See board binder documents (if applicable).

East Fork Swim Pool District

Attendance Report Fiscal Year: 2024-2025

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Attendance	23463	16098	9222	9112	7549	7448	9137						82029
Attendance:													
Lessons	1626	1087	439	408	451	194	484						4689
DDST	1430	1050	950	1265	1100	1323	1242						8360
Mem/Pass Visits	4286	3976	3573	3572	3098	2978	3521						25004
DHS Aquatics	0	320	640	576	540	480	570						3126
DHS Swim/Dive	0	0	0	0	0	0	24						24
Drop-In Visits	16121	9665	3620	3291	2360	2473	3296						40826
User Fees	100,889	65,844	36,422	44,270	26,973	25,376	40,854						\$340,628

East Fork Swim Pool District

Attendance Report Fiscal Year: 2025-2026

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Attendance	22336	15435	7495	8596	7655	8469	9212	0	0	0	0	0	79198
Attendance:													
Lessons	1692	740	316	570	479	246	485						4528
DDST	1380	1050	1056	1056	864	1056	960						7422
Mem/Pass Visits	4721	4146	3022	3569	3157	3471	3561						25647
DHS Aquatics	0	224	504	378	357	255	288						2006
DHS Swim/Dive	0	0	0	0	0	0	32						32
Drop-In Visits	14543	9275	2597	3023	2798	3441	3886						39563
User Fees	94,013	59,144	31,503	37,973	31,580	32,198	42,659						\$329,071

East Fork Swim Pool District

Attendance Report Fiscal Year: 2024-2025

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Attendance	23463	16098	9222	9112	7549	7448	9137	8731	11020	10949	11406	18044	142179
Attendance:													
Lessons	1626	1087	439	408	451	194	484	460	667	520	488	1127	7951
DDST	1430	1050	950	1265	1100	1323	1242	1080	1050	1100	1050	1260	13900
Mem/Pass Visits	4286	3976	3573	3572	3098	2978	3521	3037	3419	3407	3397	3949	42213
DHS Aquatics	0	320	640	576	540	480	570	480	540	510	525	180	5361
DHS Swim/Dive	0	0	0	0	0	0	24	448	504	504	252	0	1732
Drop-In Visits	16121	9665	3620	3291	2360	2473	3296	3226	4840	4908	5694	11528	71022
User Fees	100,889	65,844	36,422	44,270	26,973	25,376	40,854	29,317	42,329	41,739	45,311	82,802	\$582,125

East Fork Swim Pool District

Attendance Report Fiscal Year: 2025-2026

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
Attendance	22336	15435	7495	8596	7655	8469	9212	0	0	0	0	0	79198
Attendance:													
Lessons	1692	740	316	570	479	246	485						4528
DDST	1380	1050	1056	1056	864	1056	960						7422
Mem/Pass Visits	4721	4146	3022	3569	3157	3471	3561						25647
DHS Aquatics	0	224	504	378	357	255	288						2006
DHS Swim/Dive	0	0	0	0	0	0	32						32
Drop-In Visits	14543	9275	2597	3023	2798	3441	3886						39563
User Fees	94,013	59,144	31,503	37,973	31,580	32,198	42,659						\$329,071

User Attendance Breakdown

Summary

	Jan 2026			
	Drop-Ins	Passes	Total	%
Senior	325	2,765	3,090	41%
Adult	1,249	331	1,580	21%
Youth	2,053	17	2,070	28%
Complimentary	19	-	19	0%
Family	46	96	142	2%
Disabled	45	173	218	3%
Therapy	96	-	96	1%
Other	53	179	232	3%
	3,886	3,561	7,447	100%

	July 1, 2025 thru Jan 31, 2026			
	Drop-Ins	Passes	Total	%
	3,259	19,509	22,768	35%
	12,254	2,497	14,751	23%
	21,742	318	22,060	34%
	467	-	467	1%
	577	747	1,324	2%
	280	1,282	1,562	2%
	635	-	635	1%
	349	1,294	1,643	3%
	39,563	25,647	65,210	100%

East Fork Swim Pool District

Lifeguard Activity Report, Fiscal Year: '24-'25

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	Total
Swim Rescues	10	5	0	1	1	3	0	4	2	7	5	13	51
Minor First Aid	31	19	6	4	5	3	2	7	8	14	15	20	134
Major First Aid	4	1	1	1	1	0	0	0	0	0	0	0	8
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
Major First Aid Description:													
Backboard	0	0	0	0	0	0	0	0	0	0	0	0	0
911 Calls	4	0	1	1	1	0	0	0	0	0	0	0	7
Ambulance Transport	3	0	0	0	1	0	0	0	0	0	0	0	4
Oxygen uses	0	0	1	0	1	0	0	0	0	1	0	0	3

East Fork Swim Pool District

Lifeguard Activity Report, Fiscal Year: '25-'26

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	Total
Swim Rescues	6	6	0	0	2	2	3						19
Minor First Aid	36	23	2	5	4	2	12						84
Major First Aid	0	2	1	0	1	0	1						5
Resuscitations	0	0	0	0	0	0	0						0
Near Drownings	0	0	0	0	0	0	0						0
Drownings	0	0	0	0	0	0	0						0
Major First Aid Description:													
Backboard	0	0	0	0	0	0	0						0
911 Calls	0	1	0	0	1	0	1						3
Ambulance Transport	0	1	0	0	0	0	1						2
Oxygen uses	0	0	1	0	0	0	0						1

Sierra Lutheran High School
3601 Romans Rd.
Carson City, NV 89705

RENO NV 894

21 JAN 2026 PM 1 L



Carson Valley Swim Center
1600 Hwy 88
Minden, NV 89423

3423-460100



Dear Shannon + Carson Valley Swim
Center team,

Thank you so much for your
generous donation to our fundraiser!
We truly appreciate your gift
and know it will help make
our event a huge success!
You all are amazing, and we
appreciate your support!

~ Susan

THANK YOU

FROM THE GIFTS OF GRACE COMMITTEE

**Douglas County Community
Services Foundation**
P.O. Box 838
Minden, NV 89423



Chairperson of the Board	Renea Louie
Vice Chairperson	Brenda Robertson
Treasurer	Drew Aguilar
Director	Gary Dove
Director	Doug Sonnemann
Director	Doug Johnson
Director	Steve Kirkpatrick
Director	Brook Adie

Carson Valley Swim Center
PO Box 44
Minden, NV 89423

January 11, 2026

Dear Carson Valley Swim Center,

Thank you for your very generous contribution to the 2025 Douglas County Community Services Foundation Silent Auction Fundraiser. This silent auction is one of our largest annual events and plays a vital role in helping us raise funds for additional improvements at the Douglas County Community & Senior Center in Gardnerville and the Kahle Community Center & Gymnasium in Stateline.

This event would not be successful without your continued support. The items you donated truly elevated our fundraiser, and we cannot thank you enough for your generosity.

The Community Services Foundation is a 501(c)(3) nonprofit organization, Tax ID #45-3992227. Your contribution is tax-deductible to the extent allowed by law.

On behalf of the Community Services Foundation and both Community Centers, thank you again for your unwavering support.

Sincerely,

Renea Louie
Chair/President
Douglas County Community Services Foundation.

Foundation Elite Founders

Young at Heart Senior Citizen Club
Carson Valley Health
Frontier Communications

Foundation Founders

Ken & Marietta
Alexander
Bently Heritage
Bently Nevada A Baker Hughes Company
Bobbi Thompson

Foundation Sponsors

Mr. & Mrs. Drew Aguilar
Don & Judy Babb
Core Construction
Curtis & Sons Construction, Inc.
Douglas County Sheriffs
Department
J and J Mechanical Sparks NV
Doug & Cindy Petersen
Starbucks Carson Vally Roasting Plant
Albert Tootikian
Western Nevada Supply

**MISSION STATEMENT:
TO FINANCIALLY SUPPORT
AND ENHANCE DOUGLAS
COUNTY'S RECREATION AND
SENIOR CENTERS THROUGH
FUNDING OF CAPITOL
PROJECTS AND EQUIPMENT.**

501 (C) (3) EIN 45-3992227

70/ photo



Thank you -
Nellie
Johnson

Thank You!
-Yosi
Payan

Thank
you,
Katy
(Carman)

Thank you!
-Summer Lum

Hannah
Ingram

Thank you for being our home
away from home during our pool
repairs! We're so grateful for your
support and for being an awesome
part of the Swimming community!
-The Tijerhanks

Jonas Massie
Thank you for
your facilities! -Derick

Thank you
Ella

Thank you!
-Larkin Russell

Thank you so
much for your generosity
to our team!
-Kenzie

Thank you
so much!
-Oliver

Thank you!
Sienna
Asnett

Madal.