

**Round Hill General Improvement District  
Board of Trustees Meeting  
January 20, 2015**

**Tuesday**

**6:00 pm**

**1. Meeting Called to Order (T-Mark 1).**

Meeting was called to order by Chairman Glen Smith.

**2. Pledge of Allegiance (T-Mark 2).**

Pledge of Allegiance was led by Chairman Glen Smith.

**3. Roll Call (T-Mark 3).**

Glen Smith, Wes Rice, Steve Seibel, Chuck Fagan and Keith Fertala were present. The District Manager, Administrative Assistant and District Counselor Pat Fagan were present. Residents Richard Hoadley, Steve Teshara and Dennis Morgan were present.

**4. Public Comment (T-Mark 4).**

None.

**5. Approval of Agenda (T-Mark 5).**

Motion to approve the agenda as presented. Rice/Fagen 5-0 approved.

**6. Introduction of new Board member Keith Fertala (T-Mark 6).**

Glen Smith reported that Keith Fertala was elected to the Board at the November, 2014 general election. Keith lives on Cheyenne Circle. He has been provided with introductory District information including budgets, audits, Trustees' policies, employee contracts and the personnel manual. He has toured the District and its facilities.

Keith stated that he looked forward to working with the board, felt that the district was in good order and would work to continue the board's efforts. No action was taken on this item.

**7. Election of Round Hill General Improvement District Board of Trustee's officer positions for 2015 (T-Mark 7).**

After discussions, Wes Rice elected Glen Smith to continue as Chairman and Steve Seibel to be the new Vice Chairman. Wes stated that he would like to continue his duties as the Secretary/Treasurer of the Board.

Motion electing Glen Smith as Chairman, Steve Seibel as Vice Chairman and Wes Rice as the Secretary Treasurer to the Round Hill GID Board of Trustees. Rice/Fagen 5-0 approved.

**8. Discussion and possible action on the newly created Round Hill Ad Valorem Tax (T-Mark 8).**

Manager Reed reported that as a result of the September Board meeting, Resolution #309 was submitted to Douglas County (D.C.) for consideration.

At the December 18, 2014 County Commissioners' meeting, the Commission unanimously approved resolution 2014R-088 to refund the 2014 / 2015 Round Hill Ad Valorem (AV) Tax revenue in accordance with the request from RHGID's resolution #309.

On January 14, 2015, District staff met with Douglas County staff to discuss the process of issuing the refunds to the residents of Round Hill.

He reported that Douglas County's current plan is the Fourth quarter tax bills will be prepared during the first weeks in February. It is the intent of the County to recalculate those fourth quarter bills including the refund of Round Hill's 2014 / 2015 AV Tax

For those homeowners that pay their taxes quarterly, the 4<sup>th</sup> quarter tax bill will be reduced to reflect the recalculation. Those homeowners that pay their taxes all at once and have thus paid their bills in full will receive a refund.

**\*Refunds will be sent to the entity that originally paid the tax bills. Therefore, it may be up to the homeowner to contact their mortgage service company to determine how the refund will be issued / credited to the homeowner.**

In keeping with Resolution # 309, RHGID will be issuing a refund check to Douglas County of all Ad Valorem Taxes received to date.

Chairman Smith stated that the district is still in need of a solution to create funding to continue with the road paving project going forward. The District will either apply for the Ad Valorem Tax for 2015 / 2016. Whether RHGID will implement an AV Tax by resident vote will be decided in the future.

Direction was given to Manager Reed to prepare a newsletter regarding this issue and include it with the January 23, 2015 billing notification. No action was taken on this item.

**9. Discussion and possible action to enter into an Agreement for Professional services with Sustainable Community Advocates. (T-Mark 9).**

The attached contract was prepared by Steve Teshara from Sustainable Community Advocates. Discussions between Steve and the District Manager indicate that there might be opportunities for Steve to fill in for the District Manager in the event that the Manager is unable to attend a specific meeting due to a scheduling conflict. In these situations, the District Manager could request attendance by Steve on the District's behalf. Steve could then create a short written report on the meeting and present that report to the District. Steve would only receive compensation if he was specifically requested to represent the District and for the creation of a written report.

Steve's knowledge of the District and the surrounding community makes him uniquely qualified to step in on behalf of the District if needed.

Legal Counsel Pat Fagan wanted the following included in the minutes and acknowledged by Steve Teshara:

1. Any litigation would be subject to the laws of the state of Nevada.
2. Any litigation would be decided in Douglas County.
3. The term of the contract is actually a 30 day contract.

After discussions, a motion was made to enter into an Agreement for Professional services with Sustainable Community Advocates subject to modifications made and approved by Steve Teshara. Seibel/Rice 5-0 approved.

**10. Discussion and possible action create a subcommittee to commence negotiations with the International Union of Operating Engineers Local 39 to develop a new collective bargaining agreement. (T-Mark 10).**

Manager Reed reported that the Union Contract will expire on June 30, 2015. In past years, one Board member, the District Manager, the Union Representative and the shop steward were present for negotiations.

Trustee Steve Seibel was elected to be on the committee in 2012 and he would like to continue for the 2015 negotiations. Trustee Chuck Fagen requested to sit in on the 2015 negotiations just for knowledge. District Counsel Pat Fagan stated that Trustee Fagen could sit in on the negotiations but should have no opinions or questions while present due to open meeting laws.

A motion was made to create a subcommittee to commence negotiations with the International Union of Operating Engineers Local 39 to develop a new collective bargaining agreement consisting of the District Manager and Trustee Steve Seibel. Teshara/Rice 5-0 approved.

**11. Consent Calendar (T-Mark 11).**

Patti reported that during her meeting with Lynn from Wells Fargo Bank, the need for the district's ability to accept credit card payments via the district's website was discussed. Patti reported that there had been many requests for such a service and believes that many would take advantage of the service if provided.

The board directed staff to continue looking into credit card services provided through the district's Quick Books program and outside sources as well as following up with Wells Fargo Bank and bring the issue back at a future meeting.

Motion to approve the consent calendar as presented. Rice/Fagen 5-0 approved.

**12. Staff Reports (T-Mark 12).**

Manager Reed coordinated the implementation of the new Worker's Compensation insurance policy with Liberty Mutual Insurance through our agent, A to Z Insurance. Our new policy took effect on December 19, 2014.

On December 31, 2014, District staff was in the process of spreading cinders on the road on a small area of McFaul Way. During that process, Operator John Fassmann ruptured the distal tendon in his left arm. He is scheduled to have the tendon surgically repaired on January 19, 2015, and he is tentatively scheduled to return to work on February 2, 2015. The Board wished John a speedy recovery.

District staff is working on preparing a draft 2015 / 2016 budget for presentation to the Board next month.

Manager Reed is working with the USFS on renewing the District's special use permit for the treatment plant at Round Hill Pines Beach. Discussions concerning District easements and actual footprint layout of the newly proposed fencing, bathroom, and redundant contact chamber facilities are ongoing.

Patti met with representatives of Wells Fargo bank to discuss the transition process back to Wells Fargo. To date, the transition has gone very well.

Manager Reed received a letter from the Stationary Engineers' Union, Local 39 requesting opening negotiations for the employees' contract that expires on June 30, 2015.

Farr West Engineering submitted the final close out documentation for the upper tank project, including as built drawings and contract completion.

**13. Adjournment (T-Mark 13).**

Move to adjourn. Seibel/Fagen 5-0 approved.

Attest:



\_\_\_\_\_  
Glen Smith  
Chairman



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Wesley Rice  
Secretary

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into, in duplicate, this 20th day of January, 2015, by and between the Round Hill General Improvement District, hereinafter referred to as "DISTRICT" and Sustainable Community Advocates (SCA), provided and conducted by Principal Steve Teshara, hereinafter referred to as CONTRACTOR.

### **I. RECITALS**

WHEREAS, DISTRICT located at 343 Ute Way, Round Hill, Zephyr Cove, Nevada 89448, is a special District established in 1964 through Nevada Revised Statutes (NRS) 318, providing water treatment and delivery, road maintenance, and wastewater and stormwater collection; and,

WHEREAS, CONTRACTOR has the education and experience necessary to provide services and conduct activities as outlined in the attached Scope of Work, entitled, EXHIBIT "A"; and,

WHEREAS, DISTRICT wishes to obtain professional consulting services for assistance as needed in monitoring and reporting on various activities of regulatory, planning, governmental, legislative bodies, and special district organizations of interest to the DISTRICT, its staff and Board of Trustees, for the purpose of supporting the DISTRICT in the conduct of DISTRICT planning and other matters; and,

WHEREAS, CONTRACTOR wishes to provide said service to the DISTRICT on an as needed basis.

NOW, THEREFORE, in consideration of the recital, covenants, conditions and promises herein contained, the parties do hereby agree as follows:

### **II. AGREEMENT**

1. SERVICES TO BE RENDERED: CONTRACTOR will be responsible for completing all work consistent with EXHIBIT "A" when and as directed by the DISTRICT Manager on an as needed basis.
2. COMPENSATION: DISTRICT agrees to compensate CONTRACTOR at the rate of \$90.00 per hour for the documented time spent providing services as directed by the DISTRICT MANAGER, to be paid as follows:
  - a. Upon receipt of invoice, DISTRICT shall have a maximum of 30 days to process and provide payment.

3. CONTENT OF INVOICES: CONTRACTOR invoices shall include dates and hours worked on requested projects and a brief summary of the work activity.

4. INDEMNITY: CONTRACTOR agrees to indemnify, defend, and hold DISTRICT, its officers, agenda, and employees harmless from all claims, liabilities, damages, losses, costs, and expenses arising from any services rendered by CONTRACTOR under this Agreement. CONTRACTOR shall provide DISTRICT with evidence commercial liability and personal automobile insurance. DISTRICT agrees to indemnify, defend, and hold CONTRACTOR harmless from all claims, liabilities, damages, losses, costs, and expenses arising from any services rendered by the DISTRICT under this Agreement.

5. TERM OF AGREEMENT: This Agreement shall commence on January 20, 2015 and continue through December 31, 2015, with an option to renew at the conclusion of the initial term, subject to a written agreement of the DISTRICT and CONTRACTOR, which shall be subject to the approval of the DISTRICT Manager or the Chairman of the Board of Trustees..

6. CANCELLATION: Either party may cancel This Agreement with thirty (30) days written notice.

7. NOTICES: Any notice required to be given under this Agreement or otherwise shall be given to the person listed below in writing, either by personal service, or by certified mail as follows:

ROUND HILL GENERAL IMPROVEMENT DISTRICT  
343 Ute Way  
PO Box 976  
Zephyr Cove, NV 89448  
ATTN: A. Greg Reed, District Manager

Sustainable Community Advocates  
218 Elks Point Road, Suite 202  
PO Box 1875  
Zephyr Cove, NV 89448  
ATTN: Steve Teshara, Owner/Principal

8. BINDING EFFECT: This Agreement inures to the benefit of, and is binding upon, the assigns and successors to interest of each of the parties hereto. CONTRACTOR agrees not to subcontract or assign services to be rendered during the term of this Agreement, without approval of the DISTRICT Manager.

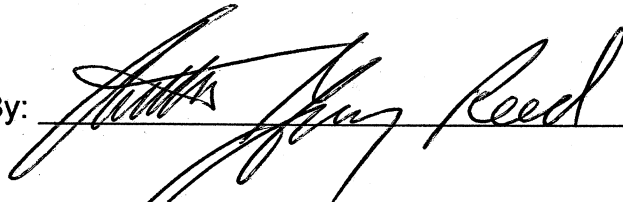
9. RESEARCH AND DEVELOPMENT WAIVER: CONTRACTOR agrees that any of the products of work performed during the term of this Agreement remain the property of the DISTRICT.

10. INDEPENDENT CONTRACTORS: This Agreement is an agreement by and between parties and is not intended to, and shall not be construed to, create the relationship of agents, servants, employee partnership, or joint venture of association.

11. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties hereto and supersedes any prior written or oral agreements between them concerning the subject matter contained herein.

IN WITNESS, WHEREOF, the parties have executed this Agreement. in duplicate, on the date indicated:

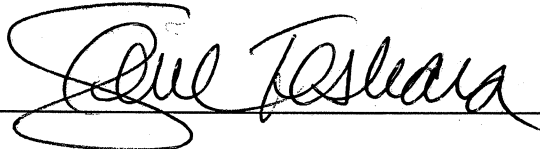
**ROUND HILL GENERAL IMPROVEMENT DISTRICT:**

By: 

Title: District Manager

Date: 1-26-2015

**SUSTAINABLE COMMUNITY ADVOCATES:**

By: 

Title: owner/principal

Date: 1/26/15

## **Scope of Professional Services**

**Agreement between Round Hill General Improvement District  
(DISTRICT)**

and

**Sustainable Community Advocates (SCA)  
(CONTRACTOR)**

All services provided by Sustainable Community Advocates will be conducted by Principal Steve Teshara at the direction of the District Manager or the Chairman of the Board of Trustees.

Services provided may include, but not be limited to monitoring and reporting on activities of the following:

- Tahoe Regional Planning Agency
  - Douglas County
  - Nevada Division of Environmental Protection
  - Lahontan Regional Water Quality Control Board
  - US Environmental Protection Agency
  - US Forest Service and USFS Lake Tahoe Basin Management Unit
  - US Army Corps of Engineers
  - Tahoe Water Suppliers Association
  - Tahoe Keys Property Owners Association (re: aquatic invasive species)
  - Nevada Legislature and Legislative Committees pertinent to the business, services and concerns of the DISTRICT.
  - Federal legislative matters with the potential to impact the business, services and concerns of the DISTRICT.
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- Attendance at meetings involving any of the above activities directed by the DISTRICT Manager, including meetings with the Manager for purposes of coordinating and reporting on activities, and meetings of the RHGID Board of Trustees.
  - Assist with the development of public and ratepayer outreach and communications, such as articles for the District newsletter and/or information for the District web site.
  - Time preparing written reports required by activities pursuant to this Scope of Services, except for the preparation of invoices.