

# Request for Proposal (RFP) for Management Services for Tyrolian Village Association (TVA) Incline Village, NV 89451

## Background

The Tyrolian Village Association (TVA) is seeking a qualified management company to provide management services. TVA is comprised of 226 homes (units) and 11 undeveloped lots in a planned unit development on approximately 75 acres in the General Improvement District of Incline Village, NV.

All completed and sealed RFP bid/proposals must be mailed to:

**Mayra Hendrickson**  
**TVA President**  
**120 Country Club Drive, Unit 25**  
**Incline Village, NV 89451**

Any questions regarding this RFP can be directed to:

Mayra Hendrickson [mayratvabod@gmail.com](mailto:mayratvabod@gmail.com) or cell# 775-354-8661

## Financials

TVA's annual operating budget is approximately \$950K with about \$280K allocated to the general reserve fund for 2023. The most recent reserve fund study reports our fund to be in good financial condition and the principle is invested in FDIC insured maturities to preserve capital. We recently had a baseline adjustment to owner monthly dues primarily to strengthen our reserve balance based on our reserve study and audit recommendations. Like most associations, TVA has the ability to levy special assessments, but they are not currently anticipated this year and rarely has any significant special assessment ever been levied over the last three decades. **See PDF attachment - TVA 2022-23 Budget**

## TVA and Property Management Company (PMC) Responsibilities

TVA is responsible for the maintenance of the general private community roads (about 3.5 miles), parking areas and grounds which includes two tennis courts, sidewalks and walking paths, dead tree removal on common areas, condo unit owners removal of dead trees and brush within a 50 ft defensible space perimeter of their units at their own expense, monitoring of association defensible space for best practices and cleanup and removal of brush and dead trees at its expense, annual testing and maintenance of 22 fire hydrants, the main water and sewer line infrastructure, retaining walls, completion of a TRPA approved asphalt remediation project, meeting with fire department officials annually to review best practices of fire defensible space

within TVA, garbage dumpster collection sites, maintenance and storage of owned snow removal equipment and snow removal, road and parking signage, annual assigned parking allocation numbers painted on asphalt for unit owners, and soon we will add parking and STR information collection and enforcement activities utilizing the Property Manager Company and our maintenance crew. TVA is NOT responsible for individual condo owner structure maintenance of any sort including home siding, paint, roofs, decks, and balconies of homes. However, TVA's ARC (Architectural Review Committee) provides regular property walk throughs and exterior inspections of all TVA owner units providing compliance reports, citations, construction project requests and approvals, as well as noting any deficiencies at board meetings. **See PDF attachments - ARC Guidelines (April 2021) and TVA CC&Rs (2018)**

## **TVA Maintenance Operations Crew and Outsourced Contract Work**

TVA has two fulltime general maintenance employees that support TVA throughout the year. One is considered a maintenance operations manager and is under contract. Another maintenance crew member is fulltime but currently on military duty leave of absence until August 2023. The other two crew members are part-time employees that only assist with snow removal during winter season. Attached is a PDF of our fulltime maintenance manager's Job Duties and Contract responsibilities. The PM manages the maintenance manager and his crew day to day objectives and job functions, plans required reserve study projects and snow removal work schedules. The PMC processes payroll for all TVA maintenance employees. The TVA board provides directives to the PM which is passed on to the maintenance personnel or outsourced. TVA has our PM outsource work only to licensed insured contractors for road asphalt work, fire hydrant repairs, retaining wall repairs, underground work on water and sewer lines and any other projects not within our maintenance crews job descriptions.

**See PDF attachment – Maintenance Operations Manager Contract and Duties**

## **About TVA and Important Current Affairs**

- TVA is a 75-acre mountain community of 226 property owners made up of standalone detached units (SFD), duplex and triplex condo units. All units within TVA are considered condo units within a common interest community (CIC). Most condo units were built from 1970 – 1990. About 40% are fulltime residents. TVA has elevations between 6200 and 7300 ft above sea level. The community is flush with pine, fir and cedar trees and various ground bushes that grow naturally in the high Sierras. The paved roads are mostly wide enough to support two lanes of travel throughout but occasionally narrow to single lane of travel in a few areas. TVA can experience extreme snow conditions during winter and many parts do not have street lights, bear boxes, fences or walls. TVA Amenities are limited to natural and man-made walking paths and a community barbecue and tennis court area. The 2 tennis courts are resurfaced every 3-5 years and are kept in pristine condition. The community has a very open natural borderless feel about it and it is known as one of the prettiest mountain communities in Incline Village.
- There are currently 31 active STRs and 2 more pending. STRs create a real challenge for TVA since county enforcement of their STR permit holders has been consistently ineffective at controlling overoccupancy and use of overflow parking violations of STR owners and their guests. This has

generated complaints from TVA owners demanding stronger STR rules and enforcement within our community. STR owner's stance is that TVA is infringing on its property rights and has filed a complaint under NRS even though use of overflow parking by STRs violates County law. TVA informed its liability insurance carrier and we were assigned legal representation. It is currently in mediation at this time and should be resolved within the next few months. TVA legal representation are confident TVA will prevail in this dispute and continue enforcement of its CC&Rs and County law. **See PDF attachments - Amendments to Rules and Regs Addressing STRs and TVA Rules and regs (2022)**

- TVA is unique in that it is the only Common Interest Community (CIC) that has a garage program in the entire Lake Tahoe basin. In the early 90s, TVA was granted this unique garage program through TRPA in which Chalet condo owners could apply to build a garage on TVA community property. The process requires various approvals from HOA, ARC, TRPA, and County Building Department **but receiving approval to build a garage by the HOA in TVA is not guaranteed nor is it a property right.** The first step is in determining whether or not one can build a garage is to determine if there is existing road/parking asphalt coverage available that can be swapped out for the garage coverage footprint proposed within the same designated land use area of TVA. If there is, then the owner would have to obtain all other project approvals starting with ARC and HOA, then TRPA and County Building Permits in order to proceed further. A recent TRPA audit found that TVA was behind in its remediation coverage efforts as agreed. TRPA requested that all garage projects be halted until TVA were caught up on remediation. Surveys were conducted by TVA and presented to TRPA of specific areas that still required remediation and it was accepted. Remediation work is scheduled to commence in mid-May, 2023. Once remediation is completed the garage program can commence, however it will create more parking constraints for fulltime owners and guests competing for overflow parking spaces within the community. A parking management solution is expected to be implemented this summer and our selected PM Company will be responsible/expected to manage enforcement including towing vehicles where applicable when required. Further, the PMC provides direction, support and documents all garage projects submitted to TRPA for approval as well as those that have been completed.
- The TVA Board is made up of 5 directors with elections taking place every two years with either 2 or 3 members up for re-election. Board members are very active typically communicating with the PM on a regular basis discussing community issues, problems and opportunities for betterment. The PM is responsible for logistical support for Board meetings serving as recording secretary of minutes and updating owners on any relevant association projects he is responsible for completing. The TVA Board and membership meet 4-6 times per year and occasionally will conduct special meetings as deemed fit
- The TVA Board has clear expectations of its PM Company, to be professional at all times in interactions with property owners, board members, maintenance crew, and other people in the normal course of business. We expect our PM to be fully engaged in managing the community and truly available during normal business hours to owners, requests and for general issues as well as outside business hours ONLY for board member's reporting issues deemed emergencies or critical.

## **Critical Dates & Contacts**

The HOA will exercise its 60-day termination clause with its current property management company, if applicable, ONLY IF another Property Management Company is selected as part of this RFP.

Proposals should be submitted no later than **5:00 pm PST on May 26th, 2023**. Bidders should be prepared to participate in a bidder's conference with the Board of Directors via ZOOM date and time to be determined of the week June 5th – 9<sup>th</sup>, 2023. The Board will contact bidders regarding the time of their ZOOM conference. The Board anticipates notifying the successful bidder on or before June 16<sup>th</sup>, 2023 to conduct contract negotiations, expectations and details between June 19<sup>th</sup> – June 22<sup>nd</sup>, 2023.

## **Minimum Qualifications (MQ's)**

1. Management company must be licensed to do business in the State of Nevada.
2. Management company must have at least five years of experience managing HOA's of comparable size (acreage and number of homes) and budget as the HOA and provide references.
3. Management company must certify that none of its owners, directors, or partners have been convicted of any felony. Management company must also agree to perform criminal history background checks and ensure that all employees assigned exclusively to TVA, including contracted workers, pass background checks and are authorized to work in the USA.
4. Management company must agree to work closely with the HOA's current management company to ensure a smooth transition of services and records.

## **Essential Terms**

1. While the HOA is predisposed to requiring that management company provide a certified, full-time onsite General Manager (GM) or Community Association Manager, approved by the Board, the Board would be interested to considering a more cost-effective means of providing the services required herein.
2. Management company shall interview and hire TVA maintenance crew replacements, when necessary, as well as review, revise, develop and update duty statements/job descriptions for each TVA maintenance crew member for Board approval and will provide direction and supervision of these staff on a daily basis.

[Note: The HOA may consider not having direct employees for reduction in employment liability and reimburse management company for maintenance services as a pass-through fee to be negotiated between the HOA and management company.]

3. Management Company shall work closely with the HOA's current management company to ensure a smooth transition of services and records.
4. Management company must complete the attached Management Company Questionnaire (see Exhibit 3.)
5. Management company must provide a sample contract that could be the basis for negotiations of a management agreement with the HOA if the company is selected as the preferred management company for the HOA.

## Scope of Services

### Property Management Company (PMC)

Specifically, the PM should have the ability to perform an independent needs assessment and scrutinize inspection reports, proposals (bids) and ongoing oversight of all road or construction work in the community. The goal is to ensure that only necessary construction work is performed and that the HOA is not authorizing excessive or unnecessary repairs and replacement of retaining walls, road resurfacing, water or sewer infrastructure, etc. Additionally, the PM shall be responsible for:

1. Assisting the Board in creation, implementation, and administration of a road resurfacing and repair program/cycle. See reserve study for various projects and timing of when they will commence.
2. Scheduling, monitoring, and providing repair of Common Area improvements.
3. Ensuring that repairs undertaken by a single management company exceeding, in single or in cumulation, more than five thousand dollars (\$5,000) shall be deemed major repairs and are authorized by the Board prior to award of any contract for work.
4. Obtaining competitive bids for major work (over \$5,000) and monitoring the work in progress such that the work is completed on a timely basis and within budget.
5. Maintaining an inventory of all HOA property with complete records of acquisition and disposition of property.
6. Preparing and maintaining documentation regarding all work, for which the HOA is responsible, performed on or near each individual home in the HOA to include a description of the work, the date the work was performed, the vendor who performed the work, and the total cost.
7. Preparing and maintaining documentation related to the sale of homes within ten (10) days of request for information as provided in Civil Code Section 4528.
8. Undertaking four (4) site inspections of the common area a month and providing a detailed inspection report, including issues or improvements requiring board action, to the attention of the Board at its next meeting.
9. Preparing and posting meeting notices as directed by the Board in accordance with state law.
10. Hiring, training, managing, and supervising onsite staff as authorized by the Board.
11. Being reasonably available to the Board President or Treasurer (or their designee) during normal business hours.

12. Maintaining a business and professional relationship with members and responding to member concerns and complaints in a timely manner. Escalating member concerns and complaints to the Board if they cannot be resolved at the manager's level.
13. Assisting the Board, and its CPA, in preparation of annual tax returns and any audits.
14. Co-authoring with the Treasurer the operating budget and making it available to the Board for review no later than April 30. The budget must be presented to the entire Association and ratified no later than June 30<sup>th</sup> of each calendar year. The draft shall be made available by electronic transfer and a copy of the final budget shall be made available to all HOA members upon request.
15. Managing the HOA's fiscal affairs by:
  - a. The HOA will adopt a line-item budget for both its Operating and Reserve accounts. It is imperative that the Board be promptly notified of any commitments that would result in exceeding the adopted line-item budgeted amounts. The monthly financial report will need to provide the Board with a line-item report that displays actual and authorized expenditures monthly.
  - b. Providing the Board with a monthly statement including work orders received, those acted upon in the preceding month and those which are pending.
16. Maintaining complete and accurate financial books and records including, at a minimum:
  - a. A detailed monthly statement of receipts, expenses and charges including the General Ledger, the checks issued and related detail for all accounts paid, balance sheet by Fund, and comparative income/expense statements by fund.
  - b. Budget sheets and cumulative comparison of income and expense.
17. Coordinating the periodic preparation of the Reserve Study.

## Financial Services

Management company will provide financial services required for the operation of the HOA in accordance with the requirements of local, state, and federal laws governing HOA's and to ensure the financial stability of the HOA to include the following:

1. **Assessments:** Provide for the collection and deposit of all general and special assessments and any other charges/fees as they become due and payable or as otherwise directed by the Board.
2. **Electronic Payment:** Provide a method for members to pay dues and assessments electronically.
3. **Operating Funds:** Establish and maintain in federally insured financial institution trust accounts in the name of the HOA for the purpose of discharging liabilities and obligations incurred on behalf of the

HOA.

4. **Delinquent Accounts:** Provide for the collection of delinquent accounts.
5. **Disbursements:** Provide for the disbursements of funds for liabilities incurred on behalf of the HOA in accordance with policy established by the Board. Specifically, the Board shall establish specific guidelines for the disbursement of funds requiring Board approval.

**Accounting & Financial Statements:** Provide and maintain financial and accounting records in accordance with generally accepted accounting principles (GAAP) as issued the Financial Accounting Standards Board.

### **Administrative Services**

Management company will provide administrative services required for the cost effective and efficient operation of the HOA in accordance with the requirements of local, state and federal laws governing the operation of HOA's to include the following:

1. Attending up to five (5) meetings per month with the Board as requested including the monthly or quarterly membership meeting to be determined by the board.
2. Preparing minutes of meetings in conjunction with the Board's Secretary.
3. Preparing agendas for meetings and provide meeting materials and financial reports etc. at least four days prior to regularly scheduled meetings.
4. Assist with enforcing the rules of the HOA and providing summary reports for rules and CC&R violations.
5. Providing status reports of all pending work orders as well as completed work order reports.
6. Preparing a quarterly newsletter (with board input) and distribute to members.
7. Providing a 24/7 call center to assist or refer emergencies in the Common Areas and returning emergency calls within one hour of receipt.
8. Providing a website that allows members to access the status of their accounts, make payments and request services such submitting work orders or requests for landscape or architectural modifications. Allowing members to link to management company's website via the HOA's website.
9. Providing recommendations for improvement of communication among and with the Board and HOA members including maintenance of the HOA's website.



10. Developing recommendations to improve administrative and operational efficiencies and reduce associated costs.
11. Maintaining an up-to date electronic membership list (including Email addresses of all members who authorize the Association to communicate with them via electronic means), as well as a tenant list.
12. Coordinating and distributing annual meeting notice and election information in accordance with current laws and assist with annual elections.
13. Making the disclosures required by Nevada Revised Statute: Chapter 116.

## **Books & Records Inspection**

Management company must maintain a comprehensive system of books and records in a manner acceptable to the Board and ensure that:

1. Copies of all records including contracts, public agency filings, and the financial books and records shall be retained at the HOA's office at (address) or shall be electronically retrievable by the Board's President, Treasurer or designee and shall be the property of the HOA.
2. All records stated in Nevada Revised Statute: Chapter 116, subject to redaction as confidential (e.g. personnel records, Board actions with respect to member financial circumstances, etc.), shall be made available for review and copying by members during normal business hours (9am - 5pm). Members will not be charged to review these materials and records, but may be charged for postage, copy, and redaction charges as allowed by the Nevada Revised Statute: Chapter 116.
3. All records and correspondence regarding the HOA are the sole property of the HOA and shall be provided to the HOA at no cost should the contract be cancelled or terminated.

## **Insurance**

The following describes the HOA's desired insurance requirements, but these requirements are negotiable.

1. Applicable Liability Insurance – Evidence of liability insurance coverage, in the form a certificate acceptable to the Board. All certificates of insurance must specify the following:
  - a. That the insurer will not cancel the insured's coverage without thirty 30 days prior written notice to the Board.
  - b. That the Board, its officers, agents, and employees are included as additional insured's but only insofar as the operations under this Contract are concerned.
2. The management company agrees that the bodily injury liability insurance herein provided for shall

always be in effect during the term of the Contract.

3. Commercial General Liability – Board shall maintain general liability on an occurrence form with limits not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage liability combined with a two million dollars (\$2,000,000) annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent management company’s products, completed operations, personal & advertising injury, and liability assumed under an insured contract. The commercial general liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Board’s limit of liability.
4. Automobile Liability – Management company shall maintain motor vehicle liability with at least \$1,000,000 in liability coverage. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.
5. Workers Compensation and Employers Liability – Certificate of Insurance must state that there is workers’ compensation insurance on all of its employees who will be engaged in the performance of this Contract. The Certificate of Insurance must include the provision that the insurer will not cancel the insured’s coverage without thirty (30) days’ prior written notice to the Board. Liability limits of one million dollars (\$1,000,000) are required. Proof of Workers’ Compensation Employers Liability Insurance shall be submitted prior to start of work.
6. Professional Liability – Management company shall maintain Professional Liability covering and damages caused by a negligent error, act or omission with limits not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) policy aggregate. The policy’s retroactive date must be displayed on the certificate of insurance and must be before the date this Contract was executed or before the beginning of contract work.
7. The HOA will purchase and maintain a comprehensive general liability insurance with a limit of no less than \$1 Million per occurrence for bodily injury (including death) property damage and contract liability and shall name management company, HOA as additional insured for all loss liability and expensive exclusive of cost of defense. Such insurance shall be separate from management company-maintained insurance. Because the HOA cannot purchase the insurance directly, this insurance shall be purchased by the Management company for the HOA.

## **Termination/Transition**

Management company must agree to the following conditions related to the termination of contract and transition of services to another company:

1. Either the Board or management company may terminate the contract without cause by written notice. Notice may be given at any time but not less than ninety (90) calendar days following the notice of termination.
2. The Board reserves the right to cancel or terminate this contract immediately for cause after a one-week cure period. The management company may submit a written request to terminate this

contract only if the Board substantially fails to perform its' responsibilities as provided herein.

3. The term: "for cause" shall mean that the management company has committed a material breach of this contract.
4. The HOA and management company shall cooperate in the transition of duties during the notice period. Both the HOA and management company agree to fully cooperate with one another to accomplish transfer of all property and records to the HOA. The cost of transition shall not exceed 15% more than the agreed upon annual direct compensation to the management company.

## **BASIS OF AWARD**

Award will be made based on price and other factors to the responsive and responsible entity whose response is most advantageous to the HOA after price and other factors have been considered.

## **Management Company Questionnaire to be submitted as part of RFP**

1. Name
2. State of formation and entity type
3. Number of years managing community associations
4. Names of principals and their personal certifications (e.g., PCAM, CCAM, etc.)
5. Certifications held (e.g., AAMC, ACMF, etc.)
6. Corporate/home office address
7. Locations of regional offices (if any)
8. Total number of employees in all offices
9. Total number of associations managed
10. Number of planned development associations managed
11. Number of associations managed within Washoe County
12. Size of the largest association currently managed
13. Size of the smallest association currently managed

14. Average size of the associations currently managed
15. Name of parent company (if any)
16. Names of all affiliate companies (if any)
17. Resume of proposed property manager(s)
18. What is your overall management philosophy and approach to working with community association boards, owners, and residents/occupants?
19. What qualifications does your company require when interviewing potential employees?
20. Would the manager assigned to manage the Association hold a PCAM and/or a CCAM designation?
21. Does your company provide regular performance evaluations for its employees?
  - a. If so, please provide information about that process.
22. What type of training do you provide to the personnel who are responsible for servicing your company's association clients?
23. What would be the chain of command between the personnel assigned to the Association and the principals of your company?
24. Will a supervisor and/or upper management of your company ever attend Board meetings?
  - a. If so, how often and when?
25. What are your company's normal business hours?
26. What are your company's email and phone call response time policies with respect to board members, members/owners, and residents/occupants?
  - a. If applicable, distinguish the different response times for each category of the foregoing persons.
27. What methods of communication would you employ to keep the Board updated on Association business, avoid violations of the Nevada Revised Statute: Chapter 116 and other laws, and ensure for transparency with the members/owners?
28. What would be the participation of the GM at a Board meeting?
  - a. Please provide a copy of a sample manager's report your company prepares.

- b. Please provide a copy of sample board meeting minutes your company prepares.
- c. Please provide a copy of a sample board packet your company prepares.

29. Please provide detailed information regarding your assessment collections process.

- a. What delinquent assessment collection companies and/or attorneys does your company currently work with?

30. Please describe any pre-qualifying procedures your company has implemented for contractors, vendors, and service providers used by its association clients.

31. What methods do you use to identify opportunities for operational and maintenance improvements?

32. What process would you use to identify actual and/or potential violations of the Association's governing documents?

33. When a maintenance issue is noted to the manager by the Board or by a member/owner, how would that request be handled?

34. How would your company verify that an invoice is appropriate for payment by the Association?

- a. Please describe any checks and balances procedures utilized by your company.

35. Please describe your company's experience in assisting its association clients with amending their CC&Rs and bylaws and adopting rules and regulations.

36. Do you currently employ an in-house IT staff?

- a. If not, how do you regularly manage IT systems?

37. What is the most unique and innovative idea or program that you currently provide your association clients?

38. What methods does your company use to assess and manage aesthetics and modernization of the developments that it manages?

39. Do you provide any informational/educational programs for your association clients' board of directors?

- a. If so, please elaborate.

40. How does your company keep informed about new legislation and case law affecting common interest developments in Nevada?

41. Please describe the involvement of your company in the Community Associations Institute (CAI) and

other CIC Associations, if any.

<b>Attached Supporting Documents (PDFs) with RFP email</b>
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PDF 1 – TVA 2022-23 Budget

PDF 2 – TVA CC&Rs (2018)

PDF 3 – Amendment to TVA Rules and Regulations Addressing STRs

PDF 4 – TVA Rules and Regulations (2022)

PDF 5 – Maintenance Operations Manager Contract and Duties

PDF6 – Reserve Study (2021)

PDF 7 – ARC Guidelines (April 2021)

PDF 8 – Collection Policy (2020)

PDF 9 – Bylaws (2018) Signed

PDF 10 – TVA Articles and Amendments