

NOTICE OF MEETING

The regular meeting of the Incline Village General Improvement District Board of Trustees will be held starting at 6:00 PM on January 10, 2024 in the Boardroom, 893 Southwood Boulevard, Incline Village, Nevada.

Public comment is allowed and the public is welcome to make their public comment via telephone at (877) 853-5247 (the webinar ID will be posted on our website on the day of the meeting). The meeting will be available for viewing at <https://livestream.com/accounts/3411104>.

A. PLEDGE OF ALLEGIANCE*

B. ROLL CALL OF TRUSTEES*

C. INITIAL PUBLIC COMMENTS - *Remarks by speakers during any public comment period shall be limited to three (3) minutes each. The Board Chair reserves the right to reduce the time allowed for public comment so long as such reduction is clearly communicated prior to the commencement of the comment period. Each individual's right to comment is subject to reasonable time, place, and manner restrictions as set forth in Board policy and this agenda statement. Public comments must be addressed to the Board Chair only, and not to staff or other attendees. No person may allocate their unused public comment time to any other person. The Chair may prohibit a person from continuing to make a public comment if it becomes clear that the content of the comment is a topic that is not relevant to or within the authority of the Board, or if the content of the comment is willfully disruptive of the meeting by being repetitious or interfering with the rights of other speakers. Any restriction on public comment for these reasons must be viewpoint neutral. The Board of Trustees may address matters brought up during public comment at the conclusion of the comment period but may not deliberate on any non-agendized item.*

D. APPROVAL OF AGENDA (for possible action)

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

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

E. REPORTS TO THE BOARD - Reports are intended to inform the Board and/or the public.

1. **SUBJECT:** Interim General Manager's Monthly Status Report. - **pages 5 - 18**
2. **SUBJECT:** Receive a report presentation and demonstration on the new Public Record Request Portal: NextRequest. (Requesting Staff Member: Director of Information Technology Mike Gove)
3. **SUBJECT:** Receive a report on the Capital Projects Status. (Requesting Staff Members: Interim Director of Public Works Kate Nelson) - **pages 19 - 23**
4. **SUBJECT:** Receive a verbal report and update on the Utility Master Plan. (Requesting Staff Member: Interim Director of Public Works Kate Nelson)
5. **SUBJECT:** Receive a report and update regarding the IVGID Magazine Reader Survey results. (Requesting Staff Member: Marketing Manager Paul Raymore) - **pages 24 - 83**
6. **SUBJECT:** Treasurers Report - December 2023 Activities District Treasury Report. (Requesting Trustee: Raymond Tulloch) - **pages 84 - 102**

Incline Village General Improvement District

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

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

www.yourtahoeplace.com

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Agenda for the Board Meeting of January 10, 2024 - Page 2

F. CONSENT CALENDAR (for possible action)

1. **SUBJECT:** Review, discuss, and accept the submitted responses to the community questions received at the October 11, 2023, Townhall Forum. (Requesting Trustee: Sara Schmitz, Chair) - **pages 103 - 130**
2. **SUBJECT:** Review, discuss, and possibly approve the appointment of Mike Lefrancois to fill the at-large vacancy on the Capital Investment Committee. (Requesting Trustee: Raymond Tulloch) - **page 131**

Recommendation for Action: That the Board of Trustees makes a motion to approve the appointment of Michael Le Francois to fill the at-large vacancy on the capital Investment Committee.

3. **SUBJECT:** Review, discuss and possibly approve a contract award with First Nonprofit, the District's third party administrator for Unemployment Claims, Annual Contract for calendar year 2024 in the amount of \$212,700 (Requesting Staff Members: Director of Human Resources Erin Feore, and Interim Director of Finance Bobby Magee) - **pages 132 - 165**

Recommendation for Action:

That the Board of Trustees make a motion to approve;

1. A contract award to First Nonprofit, the District's third party administrator for Unemployment Claims, Annual Contract for calendar year 2024 in the amount of \$212,700.

4. **SUBJECT:** Approval of the Meeting Minutes for December 13, 2023- **pages 166 - 257**

G. GENERAL BUSINESS (for possible action)

1. **SUBJECT:** Approval of the District-wide Budget Calendar for Fiscal Year 2024-25. (Requesting Staff Member: Interim Director of Finance Bobby Magee) - **pages 258 - 264**

Recommendation for Action:

That the Board of Trustees:

1. Review the draft budget calendar outline which was designed and structured to give insight as to the process of preparing the annual budget providing comments as appropriate; and,
2. Receive and file the draft budget calendar; and,
3. Discuss and propose a future date for a potential special Board of Trustees meeting for Kevin Lyons, of Governance Sciences Inc., to review and discuss the results of the FlashVote Priorities Survey as part of a Board Strategic Budget Planning Retreat and Capital Improvement 5-Year Plan.
2. **SUBJECT:** Review, discuss and possibly authorize the Human Resource Director to recruit, and fill a vacant District Purchasing and Contract Administrator Position, and approve the necessary related funding.(Requesting Staff Member: Director of Human Resources Erin Feore, and Interim Finance Director Bobby Magee) - **pages 265 - 270**

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

1. Authorize the Activation of the Vacant District Purchasing and Contract Administrator Position; and,
 2. Change the Name of the Vacant Position from District Purchasing and Contract Administrator to Purchasing and Contracts Manager; and,
 3. Set the Salary Range for the Purchasing and Contracts Manager Position at Grade 33 and,
 4. Direct Finance Staff to Add Final Estimated Funding for the Position to the Future 2022-23 Finance Department Budget Augmentation Request; and,
 5. Transfer the Public Works Contracts Administrator II position to the Finance Department.
3. **SUBJECT:** Verbal update on recruitment progress of the General Manager position; discussion and possible direction to staff regarding the contract template and interview schedule. (Requesting Staff Member: Director of Human Resources Erin Feore) - *pages 271 - 272*

Recommendation for Action:

That the Board of Trustees make a motion to:

1. Review, discuss and possibly approve a Draft Template for the District General Manager's anticipated employment contract
 2. Discuss and Propose a Board of Trustees Special Meeting calendar date to conduct the District General Manager candidate's interviews.
4. **SUBJECT:** Review, discuss and possibly approve a Professional Services Agreement between Incline Village General Improvement District and HDR Engineering, Inc. for an updated Water and Sewer Rate Study for Fiscal Year 2024 in the amount of \$41,865.00. (Requesting Staff Member: Interim Director of Public Works Kate Nelson) - *pages 273 - 299*

Recommendation for Action: Approve a Professional Services Agreement between Incline Village General Improvement District and HDR Engineering, Inc. for an updated Water and Sewer Rate Study for Fiscal Year 2024 in the amount of \$41,865.00.

5. **SUBJECT:** Review, discuss and possibly approve the contract with Best, Best, and Krieger LLP., for legal services for the period of January 1, 2024, through December 31, 2026. (Requesting Trustee: Sara Schmitz, Chair) - *pages 300 - 311*

Recommendation for Action: That the Board make a motion to approve the contract with Best, Best, and Krieger LLP., for legal services for the period of January 1, 2024, through December 31, 2026

6. **SUBJECT:** Review, discuss and appoint board liaisons to various functions/organizations for 2024. (Requesting Trustee: Sara Schmitz, Chair) - *page 312*

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- H. REDACTIONS FOR PENDING PUBLIC RECORDS REQUESTS (for possible action)
- I. LONG RANGE CALENDAR - *pages 313 - 317*
- J. BOARD OF TRUSTEES UPDATE
- K. FINAL PUBLIC COMMENTS - Limited to a maximum of three (3) minutes in duration.
- L. ADJOURNMENT (for possible action)

CERTIFICATION OF POSTING OF THIS AGENDA

I hereby certify that on or before 9:00 a.m. on Friday, January 5, 2023, a copy of this agenda (IVGID Board of Trustees Session of January 10, 2024) was delivered to the post office addressed to the people who have requested to receive copies of IVGID's agendas; copies were e-mailed to those people who have requested; and a copy was posted, physically or electronically, at the following locations in accordance with Assembly Bill 253:

1. IVGID Anne Vorderbruggen Building (893 Southwood Boulevard, Incline Village, Nevada; Administrative Offices)
2. IVGID's website (www.yourtahoeplace.com/ivgid/board-of-trustees/meetings-and-agendas)
3. State of Nevada public noticing website (<https://notice.nv.gov/>)
4. IVGID's Recreation Center (980 Incline Way, Incline Village, Nevada)

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

/s/ Heidi H. White
Heidi H. White
District Clerk (e-mail: hwh@ivgid.org/phone # 775-832-1268)

IVGID Board of Trustees: Sara Schmitz - Chair, Matthew Dent - Vice Chair, Michaela Tonking - Secretary, Raymond Tulloch - Treasurer, and David Noble

Notes: Items on the agenda may be taken out of order; combined with other items; removed from the agenda; moved to the agenda of another meeting; moved to or from the Consent Calendar section; or may be voted on in a block. Items with a specific time designation will not be heard prior to the stated time, but may be heard later. Those items followed by an asterisk (*) are items on the agenda upon which the Board of Trustees will take no action. Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to call IVGID at 832-1100 at least 24 hours prior to the meeting. **IVGID'S agenda packets are available at IVGID's website, www.yourtahoeplace.com; go to "Board Meetings and Agendas".**

MEMORANDUM

TO: Board of Trustees

FROM: Mike Bandelin
Interim District General Manager

SUBJECT: General Manager’s Status Report
Prepared for the meeting of January 10, 2024

DATE: January 4, 2024

Venue Status Reports

Venue status reports are attached December 2023.

Public Records Log – October 2, 2023 to December 31, 2023

Public Records Request Log							
Log No.	Time Logged	Status	Date Requested	By Whom	Subject	Date Complete or Due by	Assigned to
Friday, January 5, 2024							
Due Today:				1			

		Complete	Monday, October 2, 2023	Usinger, Carolyn	Complaint Documentation from 7/12/2023 BOT Meeting		
		Complete	Monday, October 2, 2023	Usinger, Carolyn	Pricing Practice – Older Versions	10/2/2023	
		Complete	Thursday, October 5, 2023	Usinger, Carolyn	Personnel/HR Policies to include whistleblower, anti-discrimination and anti-bullying	10/9/2023	
		Complete	Monday, October 9, 2023	Dobler, Cliff	Emails from Carey to Dobler between 8/1/2020 to 1/31/21	10/9/2023	
		Complete	Monday, October 9, 2023	Dobler, Cliff	Estimates – Engineering Department	10/26/2023	
		Complete	Thursday, October 12, 2023	Katz, Aaron	Senior Transportation	10/12/2023	
		Complete	Monday, October 16, 2023	Wells, Kristie	Emails – Schmitz to Golf Advisory Committee	10/23/2023	
		Complete	Friday, October 20, 2023	Katz, Aaron	TCF – Rockfest	11/1/2023	
		Complete	Tuesday, October 24, 2023	Becker, Mary	Emails – Schmitz and Krasner	10/25/2023	
		Complete	Tuesday, October 24, 2023	Courtney, Cindy	Agreement between IVGID and NVEnergy	10/24/2023	
		Complete	Thursday, October 26, 2023	Katz, Aaron	Lawn Mower service hours and service/maintenance records	10/26/2023	
			Friday, October 27, 2023	Homan, Mick	Emails on a variety of topics from 5/1/2023 to 8/1/2023		
		Complete	Friday, October 27, 2023	Dobler, Cliff	Listing of Kitchen Equipment from 8/9 Packet	10/30/2023	
		Complete	Friday, October 27, 2023	Katz, Aaron	P-Card: 1/1/2019 to present: Allen, Riley and Rau	12/13/2023	Accounting/ Finance
		Complete	Saturday, October 28, 2023	Dobler, Cliff	Brycon Contract and Amendment along with McCuen Construction bid	11/10/2023	
		Complete	Tuesday, October 31, 2023	Dobler, Cliff	Maintenance records for Championship Golf course equipment from 6/1/2019 to present	11/7/2023	
		Complete	Saturday, November 4, 2023	Katz, Aaron	Agreement for purchase/ sale of Sister Bay pool deck furniture. (Burnt Cedar Pool)	11/7/2023	Parks, Rec. & Beaches
23-099	4.5	Complete	Sunday, November 5, 2023	Gumz, Joy	Fixes aset Physical Inventory and general ledger sheets for each department FY 2021 thru 2023	11/6/2025	Accounting/ Finance
23-100	1.5 hrs	Complete	Sunday, November 5, 2023	Dobler, Cliff	Statement of qualifications from Byron and McCuen Construction RE: Diamond Peak Kitchen Equipment	11/10/2023	Public Works

General Manager's Status Report
Prepared for the meeting of December 13, 2023

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December 5, 2023

23-101			✓ Thursday, November 9, 2023	Dobler, Cliff	Correspondence regarding 2018 conversation with Dobler and IVGID Employee	Extended	Human Resources
23-102			✓ Saturday, December 23, 2023	Dobler, Cliff	Emails from Dobler to Herron stated in 10-01-2020 draft letter Dee Carey originally requested 11/9 and withdrawn	Extended	Human Resources
23-103			✓ Thursday, November 9, 2023	Dobler, Cliff	request 10-06-2023 Dee Carey e-mails	Extended	Human Resources
23-104			✓ Thursday, November 9, 2023	Dobler, Cliff	Request file on Cliff Dobler	Extended	Human Resources
23-105	2.5 hrs	Complete	✓ Monday, November 13, 2023	Gumz, Joy	1) 12/15/2020 to 01/16/2022, fleet service records repair transaction cost detail	11/17/2023	Human Resources
23-106			✓ Monday, November 13, 2023	Gumz, Joy	2) Attendance / timekeeping records for all employees for the calendar year 2022	Extended	Human Resources
23-107	3.0 hrs	Complete	✓ Monday, November 13, 2023	Gumz, Joy	3) Labor distribution report for calendar year 2022 GL Detail	11/17/2023	Human Resources
23-108	1.5 hrs	Complete	✓ Wednesday, November 22, 2023	Dobler, Cliff	IVGID Request for Qualifications DP Coolers and Prep Reconfiguration	11/22/2023	Public Works
23-109		Complete withdrawn	✓ Monday, November 27, 2023	Wright, Frank	IVGID payments to IVCB Business Alliance (IVCBA) for the past three years.	11/28/2023	Parks, Rec. & Beaches
23-110	0.10 hrs	Complete	Tuesday, November 28, 2023	Van Miltenburg, Jan Willem	Do PGA Members/ Professional golfers receive Reduced Green Fee	11/29/2023	Golf Course
23-111		Complete (withdrawn)	✓ Wednesday, November 29, 2023	Frank Wright	Who Authorized the use of IVGID logo	12/05/2023	Interim General Manager
23-112		Complete (withdrawn)	✓ Wednesday, November 29, 2023	Wright, Frank	Who gave permission to IVCBA to use the parking lot for Job Fair, who provided refreshments, etc. EMAIL 11/28	12/5/2023	Interim General Manager
23-113		Complete (withdrawn)	✓ Wednesday, November 29, 2023	Wright, Frank	who authorized our involvement and how much did it cost IVGID	12/5/2023	Interim General Manager
23-114		No Record Available	✓ Wednesday, November 29, 2023	Gumz, Joy	Provide the Date(s) the fixed Asset Physical Inventories were performed.	12/6/2023	Accounting/ Finance
23-115	1.5 hrs	Complete	✓ Monday, December 4, 2023	Miller, Judith	Table of Approved Positions for FY 22-23 including grade & class	12/4/2023	Human Resources
23-116	1.0 hrs	Complete	✓ Sunday, December 3, 2023	Dobler, Cliff	Executed Agreement between IVGID and Diamond Peak Ski Education Foundation	12/6/2023	Clerk
23-117	2.0 hrs	Complete	✓ Sunday, December 3, 2023	Dobler, Cliff	provide Opinion of Probable Construction Costs (OPPC)- July 2023 - Effluent Pipeline	12/7/2023	Public Works
23-118	1.0 hrs	Complete	✓ Sunday, December 3, 2023	Dobler, Cliff	Request - Agreement between IVGID and Federal Gov on the wetlands located in Douglas County	12/6/2023	Public Works
23-119	1.0 hrs	Complete	✓ Saturday, December 9, 2023	Wright, Frank	Request - Offer Letter to Ms. Herron for her promotion, signed by then GM Indra Winquest. Personnel Action	12/15/2023	Human Resources
23-120	2.0 hrs	Complete	✓ Sunday, December 17, 2023	Wright, Frank	Request - S. Herron's Bi-monthly paystub's records for pay periods 09-15-2022 through 11-14-2022	12/18/2023	Human Resources
23-121	0.5 hrs	Complete	✓ Monday, December 18, 2023	Wright, Frank	Request - copy of all applications for Director of Administrative Services position (including S. Herron's)	12/20/2023	Human Resources
23-122	2.5 hrs	Complete	✓ Monday, December 18, 2023	Wright, Frank	Names interview committee with time and date of interviews held for Administrative Service position.	12/20/2023	Human Resources
23-123	TBD		✓ Tuesday, December 19, 2023	Dobler, Cliff	NLTFPD - Amendment to cooperative Agreement with IVGID	1/9/2024	Accounting/ Finance
23-124	2.5 hrs	Complete	✓ Tuesday, December 26, 2023	Tonking, Michaela	Provide all invoices from BBK Law - dates 01/01/2021 to present.	12/26/2023	Accounting/ Finance
23-125	TBD		✓ Tuesday, December 26, 2023	Gumz, Joy	Attendance/ timekeeping records for All employees for CY 2023, 2021, & 2020. Labor distribution Report	1/14/2024	Human Resources
23-126	TBD		✓ Wednesday, December 27, 2023	Wright, Frank	All payments made to IVCBA and MOU's; Who provided authorization, and how much IVGID has paid for ads in	1/5/2024	Accounting/ Finance
24-001	TBD		✓ Sunday, December 31, 2023	Dobler, Cliff	Please provide for my examination a listing of all charges to capital account #4899FF1202 Rec Center Locker Room	1/8/2024	Parks, Rec. & Beaches
24-002	TBD		✓ Wednesday, January 3, 2024	Kahrs, Linda	Please provide a copy of the contract an/or letter of agreement for whomever an/ or firm that has been hired	1/10/2023	Human Resources
24-003	TBD		✓ Thursday, January 4, 2024	Kahrs, Linda	Please provide the Entity Involvement reports have not included the Audit Committee members, specifically Mr	1/15/2023	Clerk

Venue Status Report December 2023

MEMORANDUM

TO: Mike Bandelin
Interim General Manager

FROM: Bobby Magee
Interim Director of Finance

SUBJECT: Status Report for December 2023 – Finance/Accounting

DATE: January 10, 2023

Finance and Accounting

Audit for the Year Ended June 30, 2023 In December, all documents related to the external Auditor's "Prepared by Client" list was completed and turned over to the Auditors. The Audit formally kicked off on December 11th, and the Accounting team has worked daily with providing additional documents and supporting information to Davis Farr.

Tyler Enterprise (Formerly Known as Munis) Implementation Project This item was identified by the Board on August 24, 2023 as the Finance Department's top priority of special projects.

- Enterprise/Munis Workflow - An entire department's workflow for Purchase Orders and Invoices was built in the TEST environment for demonstration. The updated workflow processes was developed in consultation with end users in the department, and finalized for testing in accordance with industry best practices and assistance from the IT Department.
- Enterprise/Munis Budget Module – Several individuals from Finance attended two full days of budget module training sessions on 12/20/2023 and 12/21/2023. An internal budget team within the Finance Department has been trained on both the module and expected new budgeting processes for fiscal year 2024-25. The budget team is currently developing documentation on all of the new processes and workflows, and will be prepared to demonstrate and assist their assigned departments through the budget entry process.

Internal Controls Project In December, several more processes were evaluated and updated in order to strengthen internal controls. First, as part of the Tyler Enterprise assessment, the team built new workflow processes for Requisitions

One District – One Team

and Invoice Approvals, based on the overall organization chart. These new workflows included building in spending authorities as a hard cap in the system that have already been delegated to individual employees. As part of this overall process, Finance continued to revise and strengthen permissions and access throughout the Enterprise system based on best practices and the work function of individual employees.

In addition, an Amazon purchaser restriction was put into place. Staff reviewed the current practices that were in place for placing orders with Amazon, and added additional internal controls. For example, all non-management personnel should no longer have access to the Amazon account. Roles were distinctly defined, and the “Administrator” account role was restricted to only a couple of individuals; however, the Administrators on the account no longer have access to make purchases under the “Purchaser” authorities. Approval for staff to become a Purchaser now rests with each individual department head; the department head would make the recommendation and request to add to the Administrator. Review of all purchases made by Purchaser’s now rests with the department head, prior to Finance paying the final bill.

The team also flagged an item in Accounts Payable that was not a best practice. Over a number of years, vendors have become accustomed to emailing their invoices directly to an individual instead of the shared Accounts Payable email address. The team has been directed to immediately cease allowing this practice, and to notify affected vendors that all future invoices should be sent to the proper email address that can be seen by multiple employees.

Finally, the Finance team began working with Human Resources on creating an updated off-boarding process, where checklists are developed to ensure that access to any financial systems, accounts, or other mission-critical systems are cut off and transferred to other existing employees upon separation of any given employee.

Events Deposits Reconciliation The Board previously identified reconciliations of all Events Deposits as a priority for the Finance Department. The reconciliations were several months behind when the Board directed these activities as a priority. In December, the team finalized the reconciliations of all months that were in arrears, and is currently caught up to date.

MEMORANDUM

TO: Mike Bandelin, Interim General Manager

FROM: Erin Feore, Director of Human Resources

SUBJECT: Monthly Venue Manager Status Report

DATE: January 3, 2024

The Human Resources team continues with recruitment efforts for ongoing seasonal staffing and our full-time/year-round staffing needs. Currently, the HR Department has ten full-time/year round positions posted. In the month of August, the following positions have been filled:

Filled

Collections/Distribution Operator in Training
 Management Analyst
 Safety Specialist

Openings

General Manager
 HR/Recruitment Assistant
 Senior Accountant
 Director of Golf Operations
 Facilities Operations – Lead
 Collections/Distribution Operator

As the Diamond Peak Ski Resort operations opened, the HR Team processed approximately 340 new and rehired employees' paperwork, as broken out by department below:

<u>Department/Location</u>	<u>TTE's</u>	<u>Seasonal</u>	<u>Seasonal</u>	<u>Seasonal</u>	<u>PT/YR</u>	<u>FT/YR</u>
		<u>PT</u>	<u>FT</u>	<u>Manager</u>		
Ski Admin / Marketing	7	1	0	0	1	5
Mountain Operations	21	4	15	0	0	2
Ski Ride School	62	40	21	1	0	0
Ticket Office	30	27	3	0	0	0
Lift Operations	39	5	30	0	0	4
Ski Patrol	24	12	11	1	0	0
Child Ski Center	57	38	18	1	0	0
Rental & Hyatt Shop	31	10	20	1	0	0
Property Operations/Transportation	28	14	13	0	0	1
Food & Beverage - Ski Ops Only	41	13	25	0	0	3
Total Ski Employee	340					

The December Attrition Report is as follows:

<u>Month</u>	<u>Start Ttl # of EE's</u>	<u>Hired*</u>	<u>Ttl Term EE's</u>	<u>End Ttl # of EE's</u>	<u>Avg # of EE's</u>	<u>Attrition Rate</u>
January, 2022	343		24	319	331	6.997
February, 2022	329		22	307	318	6.687
March, 2022	321		48	273	297	14.953
April, 2022	278		47	231	254.5	16.906
May, 2022	273		7	266	269.5	2.564
June, 2022	308		17	291	299.5	5.519
July, 2022	292		18	274	283	6.164
August, 2022	308		32	276	292	10.390
September, 2022	288		16	272	280	5.556
October, 2022	287		25	262	274.5	8.711
November, 2022	379		4	375	377	1.055
December, 2022	459		9	450	454.5	1.961
January, 2023	496		12	484	490	2.419
February, 2023	470		27	443	456.5	5.745
March, 2023	479		59	420	449.5	12.317
April, 2023	448		129	319	383.5	28.795
May, 2023	422		51	371	396.5	12.085
June, 2023	459		12	447	453	2.614
July, 2023	467		17	450	458.5	3.640
August, 2023	462		64	398	430	13.853
September, 2023	408	11	46	373	390.5	11.275
October, 2023	373	32	51	354	363.5	13.673
November, 2023	354	168	10	512	433	2.825
December, 2023	512	80	19	573	542.5	3.711
*Reconfigured reporting based on recommendations for clarity						

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

M E M O R A N D U M

TO: Mike Bandelin
Interim General Manager

FROM: Mike Gove
Director of Information Technology

SUBJECT: Venue Status Report – IT– December 2023

DATE: January 10, 2023

The Door Access Control system has been installed and is currently operational and continuing to be tested, staff are in the process of generating a project to be budgeted for the rollout to additional venues.

The "Next Request" public records request portal and workflow control system have been configured, and tested, and preparations have been made for a demo presentation and go-live scheduled for the January 10th Board Meeting.

Diamond Peak and the winter Hyatt Sports Shop setup were performed and completed before Diamond Peak's opening day.

The Burnt Cedar Off-Season Access Gate has been constructed and installed, staff are working through the procedural and technical operations to get the gate live.

MEMORANDUM

TO: Mike Bandelin
Interim General Manager

FROM: Shelia Leijon
Director of Parks and Recreation

SUBJECT: Status Report for December 2023 – Parks and Recreation

DATE: January 10, 2024

PARKS & REC OVERVIEW

December is typically a slow month for the Parks & Rec Team. Winter programming plans are finalized and marketing begins for upcoming events. The Recreation Counter spends this time auditing pass allocations and parcel information. Parks is busy with final winterization tasks. Rec Center and Aquatics indoor maintenance projects are scheduled.

REC CENTER

- Scheduling the budgeted replacement of the Group Fitness room and Recreation Counter flooring is planned in process.

AQUATICS

- Winter swim lessons, swim team and adult programming continues.
- Sauna regulation parts have been ordered with the repair sauna is scheduled by the Buildings team for early January.

PARKS

Village Green Dog Park

The committee provided edits and updates for the revised Dog Park survey. The draft survey is being created by District Communications.

Parks, Beaches and Open Spaces

- Parks assisted Facilities, the Buildings team and our partners at Nevada Department of Wildlife in removing a bear that was wintering under the Aspen Grove building. Research is being done to determine the best method in protecting the crawl space from bears choosing AG as a winter home in the future.
- Delivery, assembly and placement of 19 Beach picnic tables completed.

BEACHES

Winter beach operations continue.

The year - round beach operations schedule is included below.

Beach Staffing Fall/Winter - Spring/Summer 2023 2024

Timeframe	Gates Open	Gates Close	Ambassador	Beach Hosts	Boat Ramp
Sunday October 15 - Sunday November 10	6:00am	7:00pm - 8:00pm	7:00am - 8:30pm	NONE	Reservation Only
Monday November 11 - Sunday March 9th	6:00am	6:00pm - 7:00pm	7:00am - 8:30pm	NONE	Reservation Only
Monday March 10 - Sunday April 14	6:00am	7:00pm - 8:00pm	7:00am - 8:30pm	NONE	Reservation Only
Monday April 15 - Sunday June 16	6:00am	8:00pm - 9:30pm	7:00am - 10:00pm	9:00am - 6:00pm	9:00am - 6:00pm
Monday June 17 - Monday September 2	6:00am	9:30pm - 10:00pm	7:00am - 10:00pm	7:00am - 8:00pm	7:00am - 8:00pm
Tuesday September 3 - Sunday October 20	6:00am	8:00pm - 9:30pm	7:00am - 10:00pm	9:00am - 6:00pm	9:00am - 6:00pm

NOTE: Schedule is dependant on staff availability, weather and is subject to change based on District AQI and Lightning Policy

*Daylights savings time begins

*Daylight savings end 11/03

MEMORANDUM

TO: Mike Bandelin

FROM: Kate Nelson

SUBJECT: Public Works December 2023 Monthly Report

DATE: January 3, 2024

Special Projects:

Public Works is working on developing the Lead Service Line Inventory as required by NDEP/EPA Lead and Copper Rule. This is a huge project that involves identifying all waterline materials installed throughout the entire water system on the District's side of the water meter as well as the Customer's side of the water meter. The District has completed the inventory on the IVGID side of the Water Meter and now we are seeking information on the Customer's side of the meter.

There is a survey on the IVGID website for customers to fill out regarding the pipe material on the private water service line.

Use this link for more information and to get to the survey:

[Public Works Lead & Copper Rule Survey | Incline Village General Improvement District - IVGID - Incline Village, Crystal Bay, Lake Tahoe \(yourtahoeplace.com\)](#)

Engineering Summary of Projects:

Note the Engineering Department only has 2 full time employees to manage all FY23/24 Capital Improvement and Capital Expense Projects (Effluent Pipeline & Storage Tank PM remains with HK) – as a result projects have been evaluated for priority and schedules have been adjusted

- Capital Investment Committee – Snowflake Lodge Needs Assessment
- Hold for Funding/Permitting/Contract – Bike Park
- RFP/RFQ – Skate Park Enhancement, Rec Center HVAC Evaluation
- Planning – Boat Ramp Evaluation, Fire Hydrant Replacement, Ski Way Pavement Rehabilitation, Incline Beach House
- Design – Alder Ave Waterline Replacement, Burnt Cedar Emergency Fuel Tank Replacement, DP Electrical Service Entrance/Grease Interceptor/Fuel Tank/Upper Parking Lot Pavement,
- Bidding – Effluent Storage Tank, SPS#5 Wetwell & Manhole Coating,
- Construction – Reservoir Coating R5-3A R5-3B (early summer 2024), Mountain Golf Cart Path Phase II (spring 2023), Meter Register & Transponder Installation (meters on order), Snowmaking/Pump Station Improvements, Burnt Cedar RFID Ped Gate Access, SPS #1
- Construction Complete – Crystal Peak Waterline Replacement, Fall Pavement Maintenance, Effluent Export Pipeline (GMP 1), Utility Adjustment in NDOT ROW, Wetlands Improvements, Mountain Golf Cart Path Phase II (fall 2023 work) and Phase III, Diamond Peak Kitchen

Water/Wastewater Treatment:

- Water Production – Total 36.593 MG, Daily Avg 1.18 MGD, Daily Max 2.606 MGD
- Wastewater Processed - 24.734 MG, 0.798 MGD Daily Avg., 1.101 MGD Daily Max
- Total Call Outs – 26

Pipeline:

- Water Leak Repairs – 6
- Fire Hydrant Repair - 2

- Export Line Leak – Clear Creek Golf Course
- After Hour Service Calls – 9 (73.5 hrs OT) (Major water leak on Ponderosa Ranch Road Saturday 12/23 contributed to the majority of OT hours)
- Change out 48 meter transponders – work being done by meter reader with assistance as needed by pipeline

*Pipeline crew is training new meter reader

Compliance:

- Backflow tests – 54
- Plan Checking – 11

Waste Not:

- HHW & E-Waste – Closed for Season
- 2023 Watershed Control Program Annual Report Completed and submitted to all regulatory agencies
https://www.yourtahoepace.com/uploads/pdf-public-works/TWSA_AR_2023_-_narrative_data_only_for_web.pdf

Fleet:

- Preventative Maintenance Hours – 476
- Corrective Maintenance Hours – 257
- CIP Projects Hours – 2

Laboratory:

- Potable Water Testing
 - System Samples Taken – 15
 - Total Coliform (#CFU/100mL) – 0
 - Avg. Total Res CL2 (mg/L) – 0.82
 - Outside Samples Taken – 2 associated with boil water notices due to water leak repairs on Ponderosa Ranch Road and Tyner Way
 - WasteNot Water Quality Samples Taken – 1
- Wastewater Testing
 - Bacteriological Samples (Spoooner Pump Station) – 4
 - Monthly Avg. Total Res CL2 (Spoooner Pump Station) – 2.4 mg/L
 - Total Monthly TSS Analysis – 4
 - Total Monthly BOD Analysis – 4
 - Total Phosphorus Analysis - 1

Major Capital Improvement Project Status

- Effluent Pipeline Replacement Project GMP 2
 - CMAR Contract approved by Board 12/13/23
 - SRF Loan funding approved by Board 12/13/23
- Effluent Storage Tank Project
 - Subcontractor bidding process is currently open.
 - Project Risk Workshops scheduled for mid January.
 - USACE has completed the environmental assessment.
https://www.yourtahoepace.com/uploads/pdf-public-works/IVGID_EffluentTank_FONSI_Oct2023.pdf
- Incline Beach House
 - RFQ's have been received (4) the selection committee will short list 3 (1/8/2024) for interviews to be held in January
- Skate Park Enhancement
 - RFP documents will be reviewed by CIC prior to advertisement

MEMORANDUM

TO: Mike Bandelin
Interim General Manager

FROM: Mike Bandelin
Diamond Peak General Manager

SUBJECT: Venue Status Report – Ski Venue – December 2023

DATE: January 10, 2023

The ski area opened on Thursday December 7th with 4 trails and 3 ski lifts with machine made snow. Lifts include Schoolhouse, Lodgepole and Crystal Express serving Crystal Ridge, Sunnyside, Lodgepole and Schoolyard trails.

Snowmaking operations have made the opening possible and allowed the opening of a total of 4 trails and have added 5 more through operations for a total of 9 out of 30 of which 8 are machined groomed nightly. Operations are currently making snow on Wiggle, Showoff and Great Flume ski trails.

Serving those trails are the 4 main lifts while staff added the Redfox lift to the operation

December 7th Opening day – 3 lifts with 4 trails
December 16th Opened Lakeview ski lift including Ridge and Popular trails including Snowflake Lodge
December 23rd Peak period begins. Opened Penguin, Freeway and Dusty's trails added Redfox ski lift
January 7th Peak period ends

During the prior year, Peak Period began on December 24th and ended on January 8th with a total visit count of 19,110 and 100% of the mountain open. Total skier visits for the month of December were 26,810, a 7.2% increase from the 5 year average of 24,995 visits in December.

Staff Recruitment

The ski venue managers have busy recruiting staff for the winter season including attending career fairs, calling potential applicants, interviews, hiring and onboarding tasks. Department managers and the Districts HR staff have been completing the onboarding and training process of over 300 staff members for their positions at the ski venue.

Currently

The replacement of the Winch grooming snow cat has been delivered, tested and used to push and groom snowmaking snow on the lower part of Crystal Ridge and been used to maintain the Sunnyside and lower Crystal ridge trails.

The replacement of the rental snowboard equipment that was approved by the District’s Board of Trustees in March of 2023 has been delivered and assembled for service and currently in service tour customers.

The District Board of Trustees approved a capital improvement project which included a reconfiguration of the Main Lodge kitchen as well as replacing the walk-in cooler and freezer unit. The project has been completed and is currently in use.

The Board of Trustees also approved a planned project of painting the exterior of the base facility buildings. The exterior painting of the Main Lodge and the Skier Services building has been completed.

The Diamond Peak Special Use Permit application with USFS has been fully executed by the Regional Office as well as the Lake Tahoe Basin Management Unit Forest Supervisor. There are 361 acres of National Forest System lands that the District operates under the Special Use Permit and 367 of District owned private lands within the ski area boundry.

Throughout the operating season staff will provide monthly information related service measures and KPI’s. The table below provides results of the Ski Venue Service Measures for the month of December.

Diamond Peak Ski Venue					
Service Measure Units	Forecast FY2023-24	PY Actual Dec. 2022	CY Actual Dec. 2023	Variance to Forecast	% of Forecast
12/01/2023 - 12/31/2023					
Opening Date	12/7/2023	12/3/2022	12/7/2023		
Closing Date	4/14/2024				
Operating Days	130	29	25	105	19%
Skier Visits	130,000	20,888	26,810	103,190	21%
PPH Lift Tickets	9,000	2,811	1,661	7,339	18%
Non PPH Lift Tickets	42,517	11,518	6,427	36,090	15%
PPH Season Passes YTD	3,900	4,162	4,153	(253)	106%
Non PPH Season Passes YTD	4,195	3,748	4,399	(204)	105%
Food & Beverage Guest Checks	93,700	16,482	14,289	79,411	15%
Food & Beverage Guest Checks Average		\$21.41	\$20.96		
Rental Equipment Units	28,300	4,464	3,918	24,382	14%
Child Ski Center Lessons Taught	5,450	655	699	4,751	13%
Ski and Ride Center Lessons Taught	10,850	1,803	1,508	9,342	14%

MEMORANDUM

TO: Board of Trustees

FROM: Kate Nelson, Interim Public Works Director

SUBJECT: Receive a report on the Capital Projects Status. (Requesting Staff Members: Interim Director of Public Works Kate Nelson)

RELATED STRATEGIC PLAN BUDGET INITIATIVE(S): Long Range Principle #5 - Assets and Infrastructure

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES Capital Planning Multi-Year Capital Planning Policy 12.1.0; Capital Planning Capital Project Budgeting Policy 13.1.0; Capital Planning Capital Expenditures Practice 13.2.0

DATE: January 10, 2024

The Public Works Engineering Department had a busy year with many CIP projects moving forward after a few years of not being fully staffed. The Engineering Department was fully staffed between June 2022 through August 2023. In August, the Director of Public Works resigned, which resulted in the Engineering Manager moving to Interim Director of Public Works and the Principal Engineer moving to the Interim Engineering Manager position. Below is a brief summary of the completed projects in 2023. See Attachment 1 for the Engineering Department Project Summary which includes information on each project.

Projects Completed in 2023

Effluent Pipeline Replacement GMP 1
 Crystal Peak Waterline Replacement
 Diamond Peak Kitchen Remodel
 Mountain Golf Cart Path Rehabilitation Phase II - Fall 2023 Work
 Mountain Golf Cart Path Rehabilitation Phase III
 Wetlands 2023 Improvements
 Burnt Cedar Backflow Replacement
 NDOT Utility Relocates (Associated with NDOT's SR 28 paving project)
 Burnt Cedar RFID Access Gate
 Pavement Maintenance Fall 2023

VIII. ATTACHMENTS

1. Eng Mtg Mins_20240110 - BOT

Engineering Meeting
Agenda/Meeting Minutes: January 10, 2024

Attendees: Hudson Klein (HK), Bree Waters (BW), Randolph Maclean (RM), Kate Nelson (KN), Darel Barlow (DB), Jim Youngblood (JY), Ronnie Rector (RR), Andrew Ansotegui (AA), Mike Bandelin (MB)

Next meeting date: January 24, 2024, 08:00

UPDATED ITEMS shown in bold. Or LATE.

ITEM #	DESCRIPTION	DUE DATE	Resp. Party	STATUS
I – Project Updates				
1. RFPs/RFQs/Initial scoping				
A	Incline Beach House - RFQ has been issued. - Selection committee info provided 01/03/23 - Scoring due 01/08/24	01/08	BW	Open
B	Skate Park (CIP #4378BD2202) - RFQ to go to CIC Committee - Next mtg has not been set – get RFQ to CIC Committee for review ASAP	11/06	BW	Open
C	Rec HVAC (CIP #NEW tbd) - RFQ to go to CIC Committee - Next mtg has not been set – get RFQ to CIC Committee for review ASAP		BW	Open
D	Dog Park (CIP #4378LI2104) - RM providing plans for options for Dog Park committee to review.	?	Rec/	Open
E	Snowflake Lodge (No CIP established) - Survey by Odyssey completed - Meeting with SE Group – Bree setting up w/ Mike and SE Group (tentative Jan 2024); to include Trustee Noble - BW to contact Curtis RE: asbestos testing	TBD 01/10	BW BW	Open Open
F	PW Bldg A walkway entry re-coating - RFP issued w/one bid received in excess of budget \$20k v \$34.5k - To be re-budget 24/25 and/or internal staff repair			
G	Tennis Courts rebuild (No CIP established) - RFP for survey from Odyssey due this week; target survey contract for next week to BBK - Develop draft/tentative schedule - Review funding source (Bobby M)	11/02	RR/BW	Open
H	Ponderosa waterline survey – (CIP #2299WS1803) - Survey contract currently in approval process - Complete full survey and delivery by end of January	01/31	HK	Open

ITEM #	DESCRIPTION	DUE DATE	Resp. Party	STATUS
I	WRRF Roof replacement (CIP #2599BD1105) - Project bid is opening on 01/18/24 - 1x contractor at pre-bid meeting	01/18	RM AA	
J	PW Bldg A - Interior Paint (CIP #2097BD1202) - Carpet (CIP #2097BD1204)			
K	Bldg C Rain Gutters / Drainage project (CIP #2097BD2201)			
2. Design Updates				
A	Res. 3-1WPS 4-2/5-1 (CIP #2097LI1701) - Reduced scope following boundary and site reviews - Delete mass grading and include in ongoing pavement maintenance	05/2024	RM	Open
B	Boat Ramp (CIP #3972BD2101) - Limited availability of divers. No contract in place - Consider Summit plumbing for video of structure (NovaTech marine?) - Meet w/TRPA to explore potential regulatory options	11/09	RM	Open
		11/15	HK	Open
C	Alder Ave water main replacement (CIP #2299WS1802) - DOWL underway with design, 30% reviewed and feedback provided - 75% plans due 01/05/24	01/05	RM	Open
D	Ski Way - Engineer Cost estimate to be reviewed - Previous road cores representative of parking areas, not main road travelway – add'l cores advised	11/03 05/2024	HK tbd	Open
E	Diamond Peak UST / Grease Interceptor / - Set up meeting w/ Mike Bandelin to discuss budget - Est. May 2025 construction (limited urgency to UST replacement)	~12/04	BW	Open Note
F	Utility Master Plan (CIP #2097DI2202) - 90% MPs received 12/22 - PW Staff to review and comment	01/12	HK/JY	Open
G	Champ Course cart path improvements (CIP #3141LI1202) - Preparing plans currently for discussion with next Golf Director or Jeff, as appropriate	02/02	RM	Open
3. Construction Updates				
BIDDING				
A	Sewer Pump Station #1 Improvements (CIP #2599DI1703) - Awarded to SJE on 12/13/23, contract executed - Initial schedule, SOV, and submittal sch. Provided 12/28 - Staff to review and respond, as required	01/05/24	BW	Open
B	Ski Way Electrical Entry (CIP #3469BD2101) - Put out to Bid Nov. 16		BW	Open

ITEM #	DESCRIPTION	DUE DATE	Resp. Party	STATUS
	- Confirm BUDGET – verify w/Mike B. schedule mtg 11/07	11/07		
C	WRRF Effluent Storage Tank (CIP #2599SS2010) - Jacobs preparing construction services agreement - Target Jan 31, 2024 BOT meeting - Risk meeting w/CMAR Jan 16.	01/15/24	HK/KN	Open
CONSTRUCTION				
E	Export Pipeline (CIP#2524SS1010) - GMP2 contract fully executed 12/14/23			Note
F	DP Base Lodge Walk In Cooler and Food Prep Reconfiguration (CIP #3542BD1806) - Construction complete, NOC issued - Internal close-out to be completed	01/12/24	BW	Open
G	Mtn Course Phase II (CIP #3241LI1903) - Revised scope/extra money request approved at BOT mtg 12/13/23 - Standby until May 2024			
H	Wetlands (CIP #2599SS1103) - Construction complete			Closed
I	Reservoir Coating (CIP #2299DI1204) - Delayed to May/June 2024 - EOT completed – standby until May 2024			
J	Snowmaking Pump Station - Jay working with TechnoAlpin – BW for support if needed		BW	Open
K	Mt. Golf Roof (CIP #3299BD2201) - Kodiak Roofing ordering material. On hold until spring.		BW/AA	Open
BOARD MEETING & PROJECT APPROVAL SCHEDULE – per long range calendar				
M	Will update/address Jan 10, 2024 Engineering meeting			
NEXT PROJECTS TO FOCUS ON				
	Burnt Cedar Fuel Tank Replacement (CIP #2299DI1707)		HK	
	Bike Park (CIP #4378LI1604)		KN/HK	
	FH Replacement & agreement with NLTFPD		JY/HK	
	PW Parking Lot & BMPs		RM	
	Champ Course Golf Cart Barn		BW	
	Pavement maintenance 2024 (var. CIP #s)		RM	
	BBQ Aspen Grove replacement/improvements		AA	
	SCADA Master Plan RFP	01/31/24	HK	

MEMORANDUM**TO:** Board of Trustees**FROM:** Paul Raymore, Marketing Director**SUBJECT:** Receive a report and update regarding the IVGID Magazine Reader Survey results. (Requesting Staff Member: Marketing Manager Paul Raymore)**RELATED STRATEGIC
PLAN BUDGET
INITIATIVE(S):**

Long Range Principle #6 – Communication –
The District will engage, interact and educate to
promote understanding of the programs,
activities, services, and ongoing affairs.

- Provide clear, concise and timely information in multiple, publicly accessible formats.
- Ensure that both internal and external communication is responsive, comprehensive and inclusive.

There are no Strategic Plan Initiatives related to this item as this is an annual ongoing operational component.

DATE: January 10, 2024**HISTORY & OVERVIEW**

The *IVGID Magazine* – formerly the *IVGID Quarterly* – has existed in something similar to its current form since June 2015. Prior to that, the District self-published a bi-annual *Parks & Recreation Activity Guide* that was distributed at the Recreation Center and listed classes, activities, programs, etc. available at the Recreation Center and through other Parks & Recreation departments.

Initially, the *IVGID Magazine* was published in partnership with the Sierra Nevada Media Group (which also publishes the Tahoe Daily Tribune newspaper); however, beginning in December 2017, the District contracted with Creative Concepts Media (CC Media) to assume the role of the District's publishing

partner, and CC Media has continued in that role to date.

(Note: CC Media, which is our publishing partner for the magazine, is a different entity than EXL Media, which handles the District's paid advertising placements for the Marketing Department.)

Currently, we publish five (5) editions of the *IVGID Magazine* per year on the following schedule:

- Mid-April: Spring/Early-Summer Guide
- Late-June: Summer Guide
- Mid-September: Fall/Early-Winter Guide
- Late-October: Annual Report edition
- Mid-December: Winter Guide

Each time we publish a new edition, we mail one copy to each parcel owner on record (approximately 6,900 copies) and distribute additional copies of the magazine at the Recreation Center and seasonally at various other District venues (Incline & Burnt Cedar beaches, Village Green, Aspen Grove, Preston Field).

In an effort to minimize waste, the Marketing team continually adjusts the total quantity of magazines printed to try to print only what we expect to distribute each edition. We also adjust quantities seasonally, as there are many more residents in town during the summer months than during the fall/winter/spring.

Beginning in September 2023, we also created an online mailing opt-out form that residents can fill out if they no longer wish to receive a printed copy of the magazine in the mail. As of Dec. 23, 2023, we have had a total of eight (8) opt-out requests.

IVGID MAGAZINE TYPICAL EDITORIAL CONTENT

Note: "Editorial content" includes all the non-advertising content in the magazine. Per our agreement with CC Media, 60% of the total space in the magazine will be reserved for District content.

Depending on the season, the *IVGID Magazine* typically includes a listing of upcoming activities, classes, clinics, programs, summer camps and special events happening throughout the District's various Community Services departments.

In addition, there is seasonal information relevant to the District's residents and stakeholders, such as:

- Updated beach rules
- Golf Courses & The Grille opening/closing dates

- 4th of July events
- What's new at District venues

There are frequently contributions by Health & Wellness professionals from the Recreation Center (fitness & nutrition tips), updates on major capital improvement projects provided by the Public Works department, updates from the Waste Not team on conservation-related topics, and photo galleries from events the District hosted since the last edition was published (e.g. Trail of Treats, Incline Open tournaments, Dummy Downhill, etc.).

Other regular content includes:

- Contact information and/or bios for the IVGID Trustees
- 2 pages of maps of District venues/facilities
- List of notable new and promoted District staff
- List of jobs the District is currently recruiting for

Occasionally, the magazine has space available to include content from community partners such as the North Lake Tahoe Fire Protection District (often defensible space tips and similar) and the Incline Village Library (usually a list of upcoming events/activities open to the community).

READER SURVEY METHODOLOGY & RESULTS

The IVGID Magazine 2023 Reader Survey was conducted via the District's *Alchemer* survey platform, and administered by the Marketing Department. The unfiltered survey results are included as **Attachment A - IVGID Magazine Reader Survey unfiltered results**.

Survey Promotion

The survey opened on June 27, 2023, and was open for feedback through October 31, 2023. The survey was kept open for an extended period of time to give readers of the magazine multiple editions to find out about the survey.

The survey was publicized across all the District's communications channels, including:

- The survey QR code was printed on the covers of the June 2023 & September 2023 editions.
- Preliminary survey results were summarized in the September 2023 edition (page 6), along with an appeal to those who had not yet taken the survey.
- The survey was mentioned in the "Message from the Editor" section of the October 2023 edition (page 5), with an appeal to those who had not yet taken survey.

- Dedicated emails about the survey were sent to all IVGID Recreation Pass holders on July 26 (8,008 recipients / 5,212 opens / 548 clicks) & August 5 (7,449 recipients / 4,959 opens / 285 clicks).
- The survey was mentioned and linked to in other Parks & Recreation emails throughout the summer.
- Social media posting (video Reel) on Facebook (240 total reach, 1 share, 4 reactions) and Instagram (819 total reach, 21 engagements) on September 29 via Parks & Recreation account.
- Survey linked at the top of the IVGID Magazine page on YourTahoePlace.com website during the duration of the survey period: <https://www.yourtahoeplace.com/ivgid/resources/ivgid-quarterly>

Survey Questions & Results

The primary goal of the Reader Survey was to solicit reader feedback about the editorial content contained in the magazine and what content readers want to see more of going forward. The secondary goal was to gauge readers' opinions about the value provided by the magazine, whether a printed edition was warranted, and whether mailing the magazine to all parcel holders was worth the expense.

For readers' opinions on these topics, please see **Attachment A – IVGID Magazine Reader Survey unfiltered results**.

PAID ADVERTISING IN THE IVGID MAGAZINE

Per the publishing agreement with CC Media (Attachment B - CC Media publishing agreement), CC Media manages all advertising sales and placement for the magazine, and collects and keeps all advertising sales revenue. In exchange, CC Media pays for printing of up to 9,500 copies of each edition, handles all graphic design and layout, and facilitates the delivery of printed magazines to the direct mail shop used to mail copies to parcel holders. (The District pays for the actual mailing cost.)

All paid advertisements included in the magazine are subject to District Policy and Procedure No. 143/Resolution No. 1904 (District-wide advertising policy), with any questionable ads forwarded by CC Media for approval by the District General Manager and/or District Legal Counsel.

COST TO MAIL THE IVGID MAGAZINE

The cost to mail the *IVGID Magazine* to the approximately 6,900 parcel owners throughout the District (as compiled by Washoe County parcel master database) varies slightly for each edition, depending on the page count (weight) of the magazine and total number of addresses. For the 2023 calendar year, the mailing expenses were:

- April 2023 edition: \$4,345.81

- June 2023 edition: \$5,426.77
- September 2023 edition: \$5,323.91
- October 2023 edition: \$5,140.84
- December 2023 edition: \$5,316.11
- **TOTAL: \$25,553.44**

** Note: Mailing expenses increased beginning with the June 2023 edition due to “mail processing” fees added by the direct mail shop. These fees were added after the verbiage about the total cost of the mailings was included in the Reader Survey.*

CONTRACT RENEWAL NEEDED

The current publishing agreement with CC Media runs through the December 2024 edition.

Due to the nature of advertising sales agreements – often contracted up to 1 year in advance with advertisers committing to a full year’s worth of ads – CC Media and the District should look to extend, modify, or make plans to terminate the agreement for calendar year 2025 and beyond by April 2024.

VIII. ATTACHMENTS

1. Attachment A - IVGID Magazine Reader Survey unfiltered results
2. Attachment B - CC Media publishing agreement

Full/Unfiltered Report: 2023 IVGID Magazine Reader Survey

Thank you for sharing your thoughts on the IVGID Magazine (formerly known as the IVGID Quarterly)! We appreciate your feedback and suggestions for making this publication more interesting and useful for the Incline Village & Crystal Bay community.

Response Counts

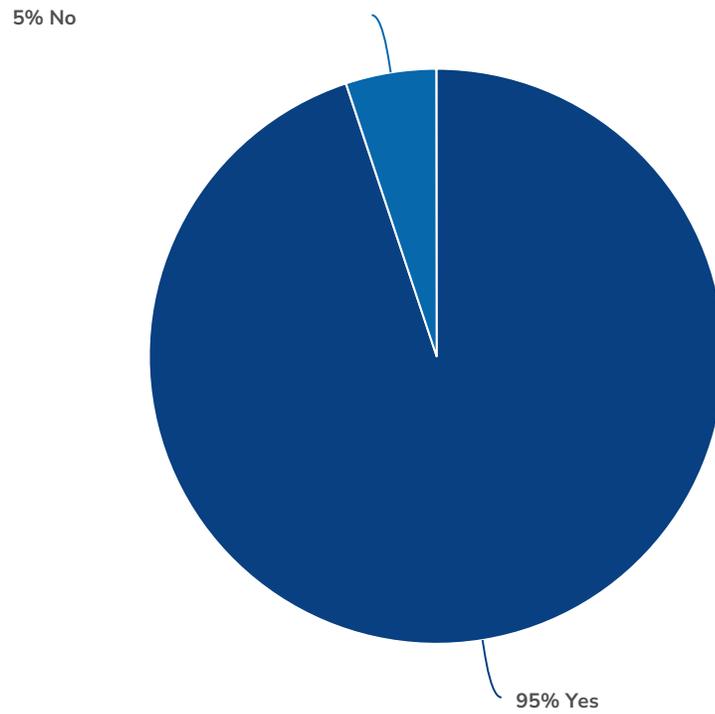
2023 IVGID Magazine Reader Survey



Totals: 1,013

1. Are you a property owner in Incline Village/Crystal Bay? (required)

2023 IVGID Magazine Reader Survey



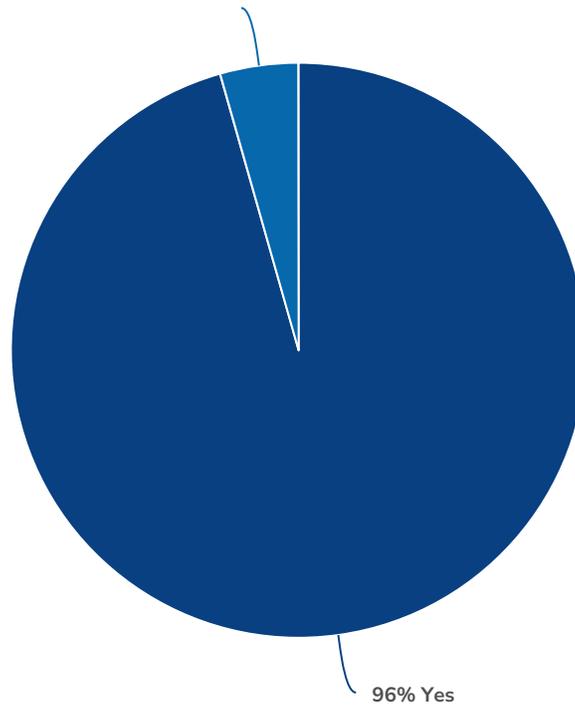
Value	Percent	Responses
Yes	94.9%	748
No	5.1%	40

Totals: 788

2. Do you have an IVGID Recreation Pass - aka a "Picture Pass"? (required)

2023 IVGID Magazine Reader Survey

4% No



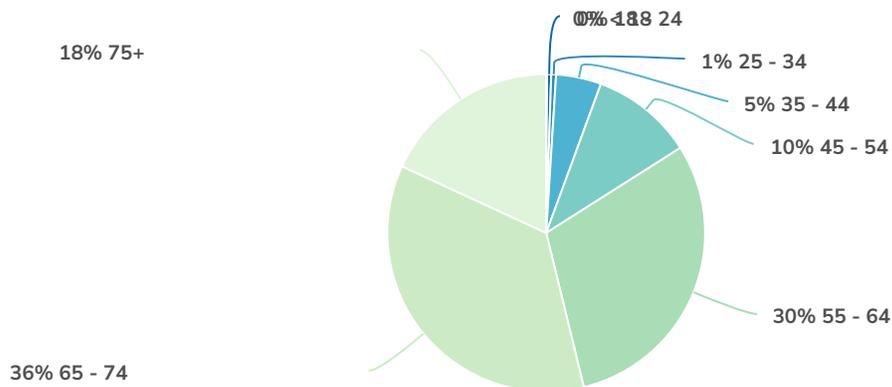
96% Yes

Value	Percent	Responses
Yes	95.6%	752
No	4.4%	35

Totals: 787

3. What is your age?

2023 IVGID Magazine Reader Survey

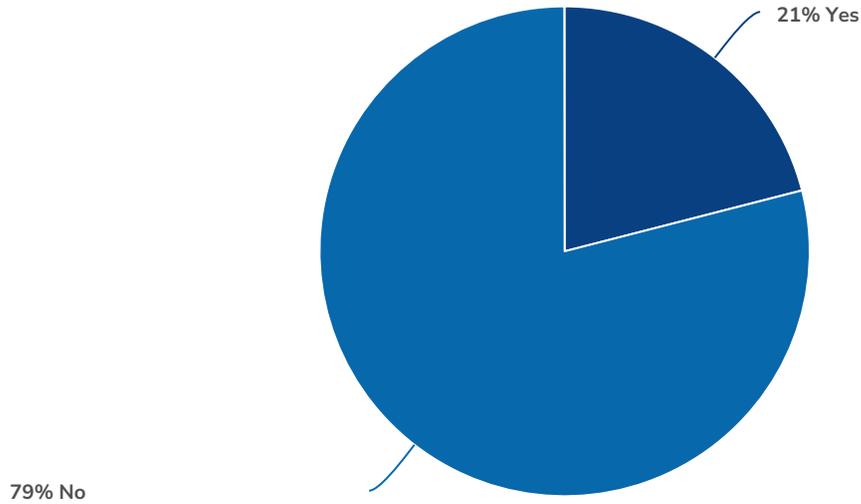


Value	Percent	Responses
< 18	0.1%	1
18 - 24	0.4%	3
25 - 34	0.5%	4
35 - 44	4.6%	35
45 - 54	10.4%	80
55 - 64	30.2%	232
65 - 74	35.7%	274
75+	18.1%	139

Totals: 768

4. Do you have children (under age 18) living in your household or visiting regularly?

2023 IVGID Magazine Reader Survey

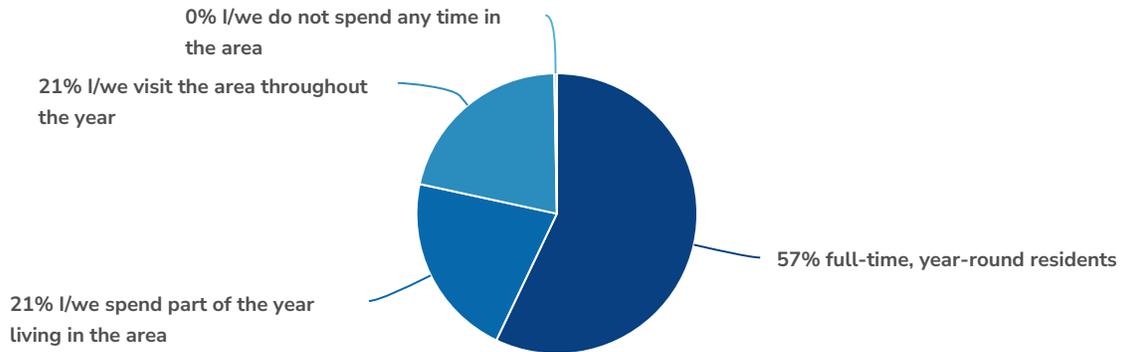


Value	Percent	Responses
Yes	21.0%	162
No	79.0%	611

Totals: 773

5. How much time do you spend in Incline Village/Crystal Bay each year?

2023 IVGID Magazine Reader Survey

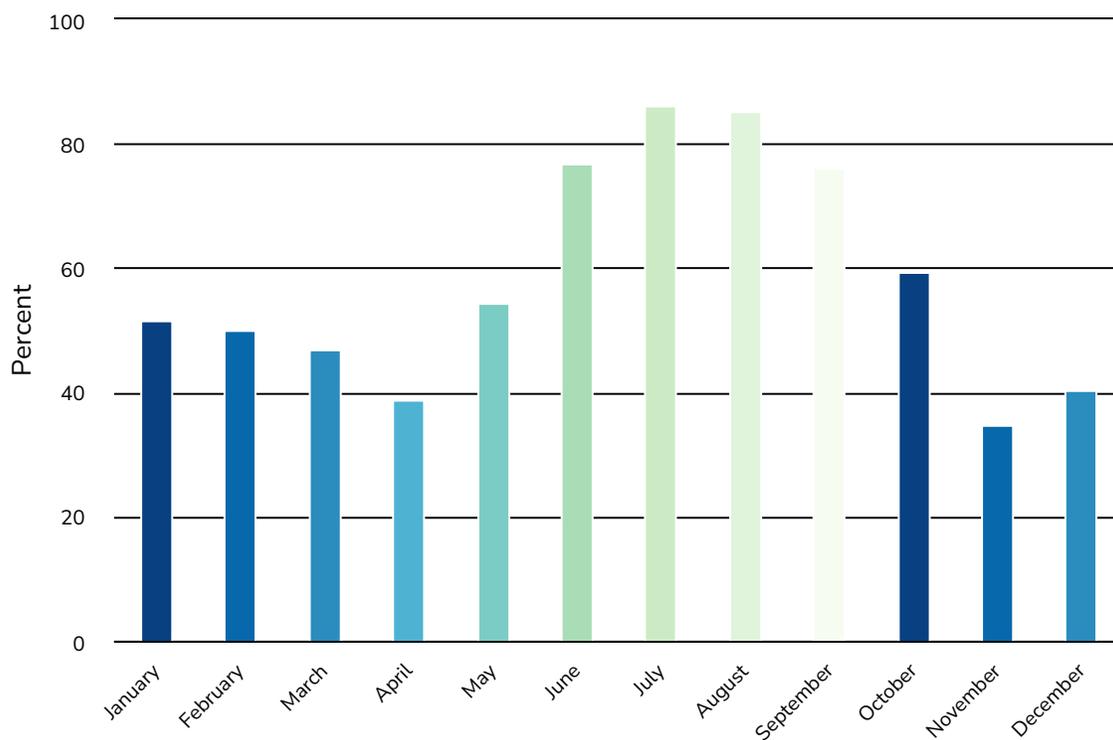


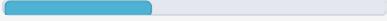
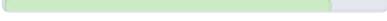
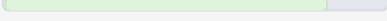
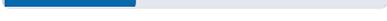
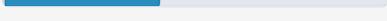
Value	Percent	Responses
full-time, year-round residents	57.1%	442
I/we spend part of the year living in the area	21.3%	165
I/we visit the area throughout the year	21.3%	165
I/we do not spend any time in the area	0.3%	2

Totals: 774

6. Which months do you and your family typically spend in Incline Village/Crystal Bay throughout the year? (select all that apply)

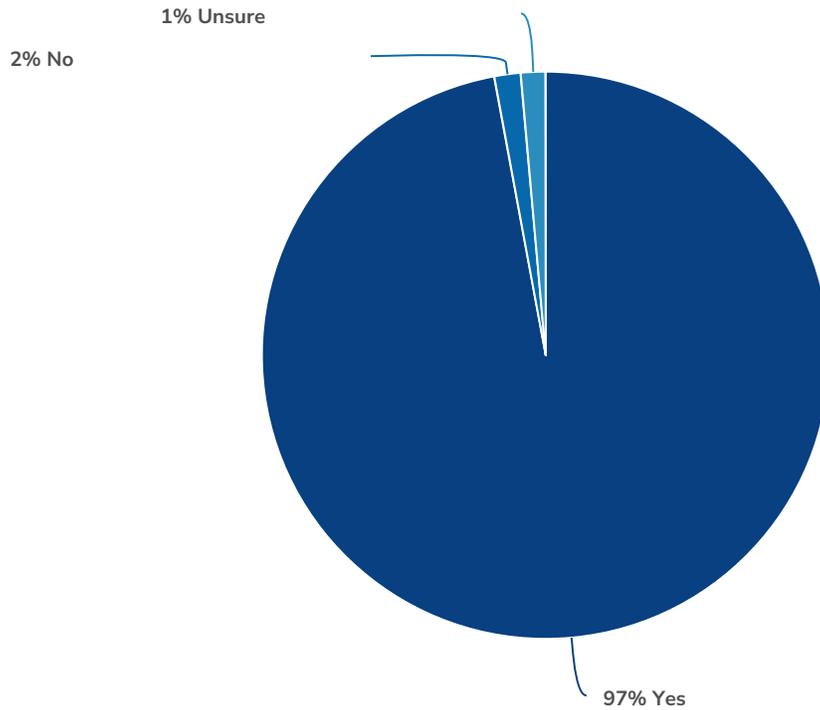
2023 IVGID Magazine Reader Survey



Value	Percent	Responses
January	51.7% 	167
February	50.2% 	162
March	47.1% 	152
April	39.0% 	126
May	54.5% 	176
June	77.1% 	249
July	86.4% 	279
August	85.4% 	276
September	76.2% 	246
October	59.4% 	192
November	35.0% 	113
December	40.6% 	131

7. Are you familiar with the publication known as the "IVGID Magazine" - formerly the "IVGID Quarterly"? (required)

2023 IVGID Magazine Reader Survey



Value	Percent	Responses
Yes	97.1%	759
No	1.5%	12
Unsure	1.4%	11

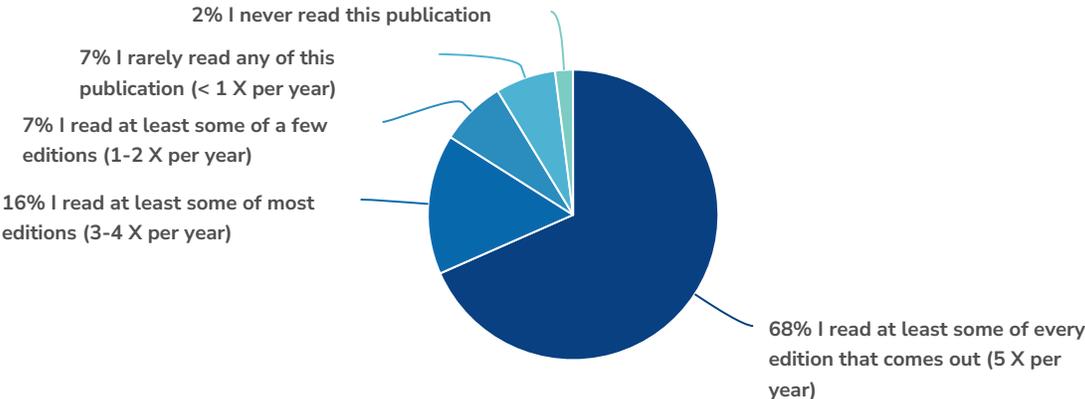
Totals: 782

The IVGID Magazine (formerly IVGID Quarterly) is the official activity guide and magazine for the Incline Village General Improvement District. It is published five times per year - Spring, Summer, Fall, Winter, and an Annual Report edition that comes out in October. The magazine typically contains information about what's happening around the District including upcoming programs and events, venue updates, the status of capital improvement projects, and much more.

Printed copies of the IVGID Magazine are mailed to every parcel holder in IVGID's database, and additional printed copies are available for pickup at the Recreation Center and various other District venues. Readers can also download digital copies of the current edition or look through back issues on the District's website.

8. How often do you read the IVGID Magazine? (required)

☰ 2023 IVGID Magazine Reader Survey

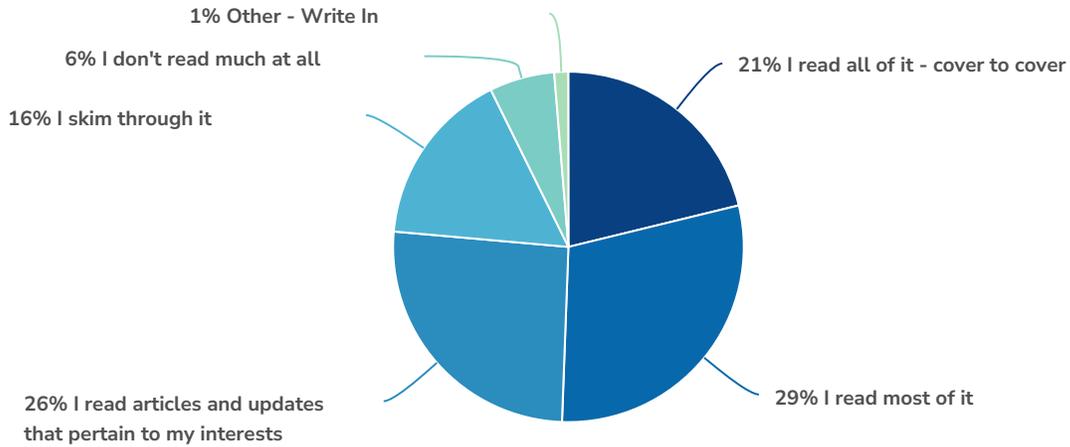


Value	Percent	Responses
I read at least some of every edition that comes out (5 X per year)	68.4%	512
I read at least some of most editions (3-4 X per year)	15.6%	117
I read at least some of a few editions (1-2 X per year)	7.3%	55
I rarely read any of this publication (< 1 X per year)	6.7%	50
I never read this publication	2.0%	15

Totals: 749

9. How much of the IVGID Magazine do you typically read?

2023 IVGID Magazine Reader Survey



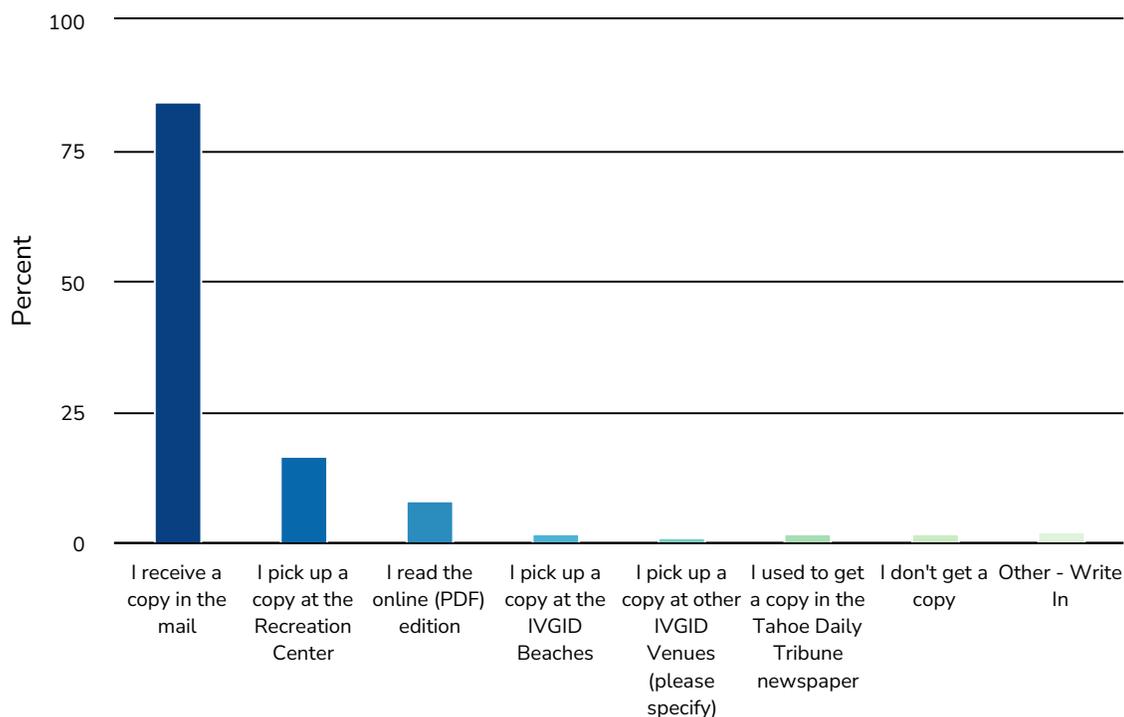
Value	Percent	Responses
I read all of it - cover to cover	21.2%	159
I read most of it	29.4%	220
I read articles and updates that pertain to my interests	25.8%	193
I skim through it	16.3%	122
I don't read much at all	6.0%	45
Other - Write In	1.3%	10

Totals: 749

Other - Write In	Count
50/50 skim or just trash it	1
Haven't ever received it	1
I do not read it.	1
I'm a water person and read only those portions dealing with the pools and kayaks	1
It's unnecessary since the important info is on the website; the rest is pure propaganda, meant to impress, not to inform.	1
None of it!	1
Nothing	1
The full color version of the IVGID Magazine is out of date by the time it's printed and is a waste of my time and money. STOP PRINTING AND MAILING IT NOW!!!!!!!!!!!!!!!!!!!!	1
This is first time I've heard about it.	1
never have seen it	1
Totals	10

10. How do you get a copy of the IVGID Magazine? (select all that apply - required)

2023 IVGID Magazine Reader Survey



Value	Percent	Responses
I receive a copy in the mail	84.5%	633
I pick up a copy at the Recreation Center	16.8%	126
I read the online (PDF) edition	8.1%	61
I pick up a copy at the IVGID Beaches	1.7%	13
I pick up a copy at other IVGID Venues (please specify)	1.2%	9
I used to get a copy in the Tahoe Daily Tribune newspaper	2.0%	15
I don't get a copy	1.7%	13
Other - Write In	2.3%	17

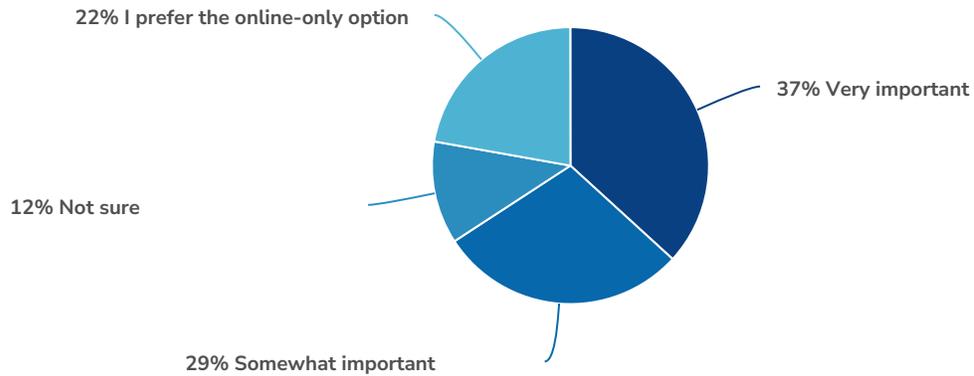
I pick up a copy at other IVGID Venues (please specify)**Count**

Rec center	2
Pool	1
Railey's Center	1
Raley's, USPS	1
Safeway, Kings Beach	1
Stores	1
Totals	7

Other - Write In	Count
Crystal Bay Club	1
I don't care if I get a copy or not.	1
I don't know	1
I get a copy inserted somewhere but I can't remember where	1
I grab one whenever I see one	1
I picked one up at the office	1
I read it and get it online	1
It doesn't get mailed to us even tho we are full time residents	1
Library	1
Raileys	1
Receive at least 4 copies, waste of \$.	1
U.S. Mail	1
We advertise and you bring us copies	1
i don't get a copy in the mail although you indicate that I should	1
pull it out of the stacks of discarded ones in the trash bin of the post office	1
we get 2 copies for 2 properties, but would prefer to get only 1 - can't figure out how to stop the extra	1
wherever i see one	1
Totals	17

11. How important is it that we publish a printed edition of the magazine (as opposed to an online-only publication)?

2023 IVGID Magazine Reader Survey



Value	Percent	Responses
Very important	36.8%	276
Somewhat important	29.0%	217
Not sure	12.0%	90
I prefer the online-only option	22.2%	166

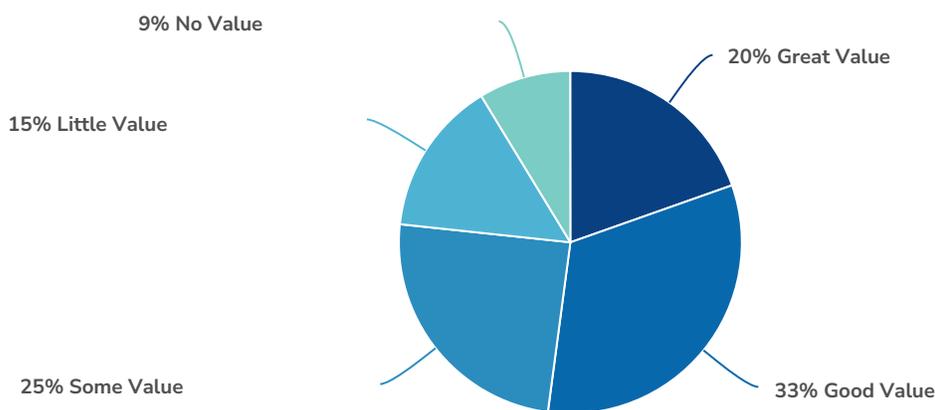
Totals: 749

Producing the five editions of the IVGID Magazine is a collaborative effort between the District and our publishing partner CC Media, who handles all of the advertising sales and management, layout and design, and pays for printing of the magazine. The District provides all content and editorial direction, and pays for the cost to mail a copy of each edition to every parcel owner in the District.

Mailing the IVGID Magazine generally costs the District approximately \$0.58 per parcel owner per edition (which averages out to be about \$4,000 per edition, or \$20,000 per year). Staff time to develop and edit the content is the only other District expense.

12. Given the costs to produce and mail the IVGID Magazine (listed above), how much value does the magazine hold for you and your household?

2023 IVGID Magazine Reader Survey

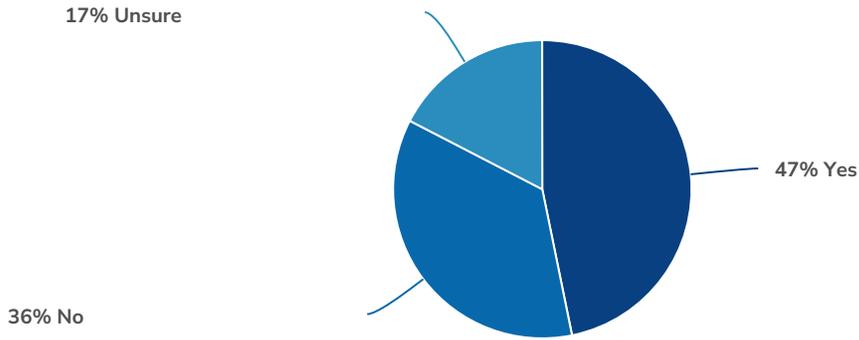


Value	Percent	Responses
Great Value	19.6%	145
Good Value	32.5%	240
Some Value	24.6%	182
Little Value	14.6%	108
No Value	8.7%	64

Totals: 739

13. Do you feel that the cost of mailing the magazine to all parcel holders is worth the expense (\$0.58 per parcel holder per edition)?

2023 IVGID Magazine Reader Survey

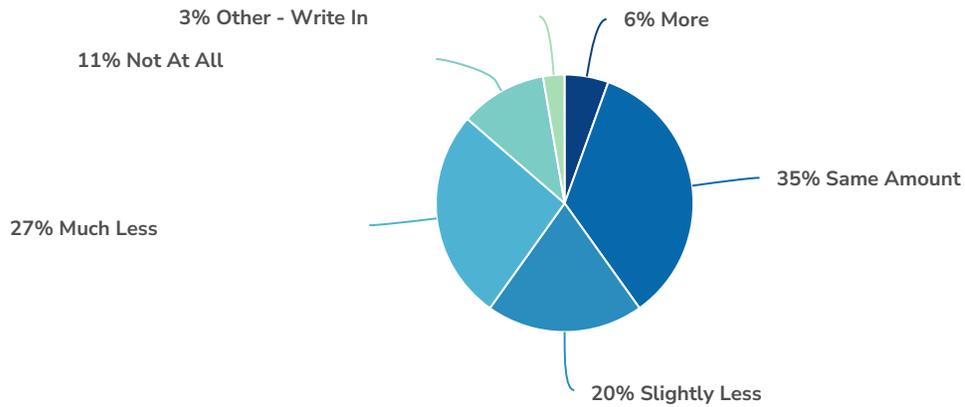


Value	Percent	Responses
Yes	46.8%	346
No	35.8%	265
Unsure	17.4%	129

Totals: 740

14. If the IVGID Magazine was an online-only publication, do you think you would read it...

2023 IVGID Magazine Reader Survey



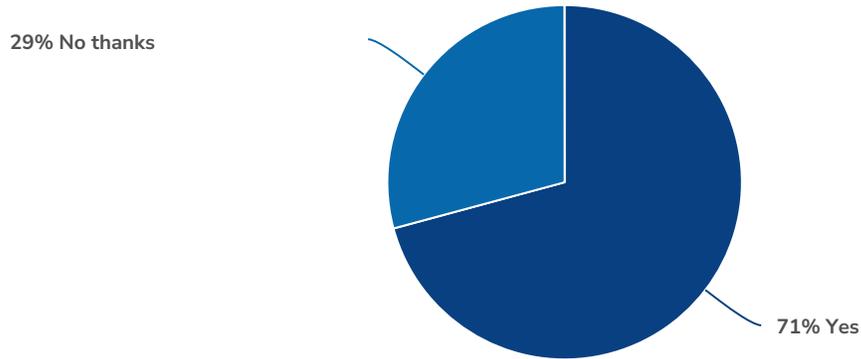
Value	Percent	Responses
More	5.5%	41
Same Amount	34.6%	256
Slightly Less	19.7%	146
Much Less	26.5%	196
Not At All	10.9%	81
Other - Write In	2.7%	20

Totals: 740

Other - Write In	Count
Definitely have a physical Copy at the Rec center and Visitors Center. But a digital copy is nice. I LOVE that you do this, but many end up in the trash at the PO. That's just wasted money.	1
Do not want this content	1
GET RID OF IT!!	1
I do currently read it online only	1
I don't appreciate staff time being spent on a publication of propaganda.	1
Pretty much the same thing every quarter	1
Probably eventually, would take a couple weeks. I might miss out on some events/registrations as a result. My kids enjoy going through it looking for pictures of themselves. They would miss that.	1
The current is good website is a bit hard to use, so my fear would be if this publication was online it could make things chaotic. Especially for the elderly that I have a hard time navigating websites.	1
Where is the authority for a magazine in NRS 318?	1
Yes if people know where to find online (put this info in monthly bill)	1
contributes to waste.... many thrown into bins at the PO	1
i look up things i want to know online	1
if it could reduce commercial ads	1
not sure but most likley read it less	1
only if pressing question	1
probably not	1
should government by in the magazine business?	1
slightly more	1
staff time, a scarce commodity, is disproportionate to any perceived value.	1
Totals	19

15. Are you willing to answer additional questions about specific content in the magazine (approx. 21 rankings)?

2023 IVGID Magazine Reader Survey



Value	Percent	Responses
Yes	70.8%	515
No thanks	29.2%	212

Totals: 727

16. TYPICAL CONTENT: PLEASE RATE HOW IMPORTANT THE FOLLOWING CONTENT IN THE IVGID MAGAZINE IS TO YOU:

 2023 IVGID Magazine Reader Survey

(1 star = not important at all; 5 stars = extremely important)

Beaches information ★★★★★
Count: 481
Not Applicable: 0

Tennis & Pickleball information ★★★☆☆
Count: 465
Not Applicable: 0

Golf information ★★★★★☆
Count: 469
Not Applicable: 0

The Grille at The Chateau information ★★★★★☆
Count: 484
Not Applicable: 0

Diamond Peak information ★★★★★☆
Count: 495
Not Applicable: 0

Weddings & Events information ★★★☆☆
Count: 448
Not Applicable: 0

Capital Improvement Projects updates ★★★★★☆
Count: 499
Not Applicable: 0

Board of Trustees contact info ★★★★★☆
Count: 486
Not Applicable: 0

Board of Trustees biographies ★★★★★☆
Count: 475
Not Applicable: 0

Employment opportunities available ★★★★★☆☆
Count: 463
Not Applicable: 0

Maps of IVGID amenities ★★★★★☆
Count: 485
Not Applicable: 0

17. PARKS & REC CONTENT: PLEASE RATE HOW IMPORTANT THE FOLLOWING CONTENT IN THE IVGID MAGAZINE IS TO YOU:

2023 IVGID Magazine Reader Survey

(1 star = not important at all; 5 stars = extremely important)

Swimming/Pool information ★★★★★
Count: 489
Not Applicable: 0

Youth programs & sports & camps ★★★★★
Count: 465
Not Applicable: 0

Adult programs & sports ★★★★★
Count: 492
Not Applicable: 0

Senior programs & activities ★★★★★
Count: 494
Not Applicable: 0

Recreation Center information ★★★★★
Count: 498
Not Applicable: 0

18. IVGID CONTENT: REALIZING THAT SPACE IS LIMITED, PLEASE RATE HOW INTERESTED YOU WOULD BE IN GETTING MORE INFORMATION ABOUT THE FOLLOWING TOPICS IN THE IVGID MAGAZINE:

 2023 IVGID Magazine Reader Survey

(1 star = not interested; 5 stars = very interested)

Updates on District capital improvement projects ★★★★★
Count: 497
Not Applicable: 0

Updates on District budgets ★★★★★☆
Count: 487
Not Applicable: 0

Updates from the District's Board of Trustees chairperson ★★★★★☆
Count: 485
Not Applicable: 0

Updates from individual District Trustees ★★★★★☆
Count: 477
Not Applicable: 0

District Master Plans ★★★★★
Count: 491
Not Applicable: 0

19. Please let us know any final thoughts you have about how IVGID can best communicate updates on what's happening within the District to you.

 2023 IVGID Magazine Reader Survey

ResponseID Response

27	Presently it is a PR publication for the GM, not worth the money it costs to print!
28	Pertinent emails only The IVGID magazine is an illegal publication unsanctioned under the provisions of IVGID's charter and case law. It should be shut down completely.
29	Do not publish slander against your citizens. Opinions do not belong in tax payer publication. Illegal!
31	An email with results of BOT meetings and/or policy changes is helpful. A specific magazine is not high on my needs list.
33	Why, just why are you attacking our community! Go back to where you came from!
35	Quit wasting our money publishing this magazine. There are many more deserving areas to invest this money instead of wasting it here.
38	I use the IvGId magazine as a community rec guide - no different than the ones I rec'd in the mail in other communities I've lived in....to me that's where the value lies. It's also a wonderful piece to share with potential residents as it highlights the diversity of programs and activities offered in Incline that make it unique to other communities in the basin
40	If you are trying to save money ask people if they want to opt out of receiving the print edition. You would likely find many people who would prefer an e-edition and so you could reduce printing and mailing costs. I like the hard copy but others may choose differently.
41	Publish 2 per year. Interbet edition 4 times.
53	waste of time and money (scarce resources) if same information is online
56	Being an out of state owner receiving the magazine keeps me in touch with v everything going on. Perhaps in state owners need not have it mailed but for our off state owners I think it's important to receive hard copies.
58	Online if economically less expensive
62	e-mail

ResponseID Response

63	You're proposing elimination of the print versions of the magazine. But this till ends up costing us tens of thousands of dollars in wasteful, unreimbursed staff time. So I am recommending elimination of the publication altogether. Every single bit! It's worthless. If our employees have time to work on this endeavor, they have time to be part time employees without benefits.
65	The board actions decisions are not published and it's important to know their decisions and how they affect the districts operations and improvements.
72	Magazine is illegal and should never have been published..
73	The magazine, if honest, unbiased, and used for informing residents, is a good option. Email would be fine too.
76	Email publication
78	It's sad our IVGID board doesn't want to support the residents.
84	\$20,000 is a lot of money. I feel that this survey tried to down play how expensive this is by saying it is only .58 cents per parcel. It is \$20K no matter how you want to cut the pie. 20K is not small change and should not be downplayed. Especially since there is no information in this magazine that cannot be gotten online.
85	4 or 3 issues would be enough per year
89	I like the idea of the physical magazine, it helps with a sense of place and community. I also the the idea of future articles being posted online and repeated, when appropriate in the actual publication.
92	Online....
93	Please keep the print magazine. Other magazines of mine that have gone digital no longer get read by me.
96	Email
99	I feel in this day and age printed mailing are just a waste of manpower and a budget concern. This publication has little value for our family.
102	i suggest that a test run of a much smaller edition would be a good idea to see what kind of demand for it exists.
103	There is no content I have ever read in the magazine that I haven't already read online by the time it arrives in the mail. The expense is unnecessary and it's a waste of paper. Coincidentally we received one in the mail and it went straight into the recycling bin. Direct mail is an expensive, outdated way to distribute information.
104	I think the magazine is very important

ResponseID Response

109	All of the information in this magazine can be found on the IVGID website so why waste the \$ publishing and mailing.
110	The magazine is a good solution for me.
111	Thanks we have no info available including the IVGID magazine, Tahoe Tribune, Facebook, and the Forum every Friday at the library. Livestream is a total failure as a site for information from the Trustee meetings.
112	I believe IV has bigger fish to fry than the outreach publications cost. Our community is better served by having a paper publication than not having it.
118	Digital version of magazine seems a more cost conscious option
119	I love the magazine.. more info on local events, new and updates on our restaurants. Updates maybe inserts on important happenings le what's happening with the Hyatt etc.
124	online and the magazine
125	Have only an online version.
126	Too political. too bloated, overall disappointed in how it's run. Need to cut costs by cutting headcount and eliminating some irrelevant job titles.
128	Compared to the money the IVGID BOD agreed to pay the former General Manager to part ways before his contract ran its' course, the relatively small amount of money to communicate proactively to property owners is well worth it. Online communications is fine, but if you WANT to communicate as effectively as possible, continue printing and distributing the magazine.
134	None
135	I like the magazine!
143	I would like to see more meaningful content such as updates on current projects, master plans, budget info, etc.
148	Honestly on-line is the best way for finding information. But the magazine is useful for covering stories and general interest topics.
149	THE online seems best. Please do not force us to use Twitter, FB, instagram - many do not participate on those forums, so we all lose those voices. Stop with the puff pieces. Would also like to know when IVGID interacts with TRPA and if IVGID may disagree with TRPA. Lots of info is omitted in IVGID's varied websites.
153	Online surveys and articles would save a lot of money and less waste

ResponseID Response

154 I think the cost seems reasonable at this time as it is another way of spreading important information- and while I would read the online version to save print /paper waste I'm not sure all residents would say they would.

157 More regular surveys of issues that seek public input. Focus on sustainable infrastructure - like TRPA, but for IVGID.

158 Mom is an elderly, long time, full time resident and family visits regularly. We leave the hard copy around so the family stays in tune with the local goings on. If there was an option to pay for a hard copy in addition to the online version we'd be willing to pay a reasonable subscription rate.

161 Send an email with the link.

166 email newsletter would be more cost-effective than a physical magazine

169 As a Crystal Bay resident barred from some amenities, I have little interest in those related items on the survey. So it may affect the results from Crystal Bay. Maybe we can bar IV from something of ours someday! Ha!

171 I like the magazine, but I think online-only would be a good way for the district to save money.

172 Emails and the magazine.

174 You don't need a magazine! Get rid of it, along with the entire Marketing Department!!!

179 I like the magazine. It's professional, well done, and useful. Exactly what a well-off community needs.

188 It should not take a magazine with glossy paid advertising and puff content written by staff for local government to communicate to residents and property owners. Use your web site. You can send emails with a ink.

189 More frequent email updates that what the magazine would have. If you do away with the magazine, having, say, a monthly email would be better than quarterly because part of the benefit of the magazine is that it sits on the counter reminding you to look at it. Emails don't do that.

191 I like timely email updates... The summaries of the IVGID meetings could be more detailed so we don't have to listen to the entire hours-long meetings.

192 Monthly email updates

193 There are too many tourists in the town, particularly during summer. The capacity of the area is limited, and those limits have been exceeded as far as I am concerned. It was a mistake to build a walkway around the east side of the lake, which seems to be the major attraction. We should elect public officials that recognize this limitation.

ResponseID Response

196	I believe the magazine is a valuable tool but the distribution could be evaluated so perhaps mailing is not necessary. This may disrupt some advertising but would save mailing costs. I look for the newspaper each week. It could be distributed where the paper is in addition to all other locations where it is currently available. I would certainly look for it. I was not aware that it is online. Maybe this needs some marketing.
202	Please save the \$20,000 by not mailing it.
204	More articles against incorporating Incline Village with it to continue as an unincorporated area.
205	When I read it, it seems like an advertisement, not real information. We have many challenges in our community and this could be a way to get complicated and competing views clarified or at least discussed. The inclusion of an opinion section could make it a better product.
214	Great magazine! Keep up the good work.
223	We like the printed copy for our guests to be able to peruse.
225	I magazine has become less useful as the advertising has increased. We could do with a much smaller publication covering just the main info that people can use....WAY TOO MANY ADS!!!!
226	We enjoy the magazine! Please continue to publish it in print form. Thanks, McAfee Family 861 Southwood #3
231	Have the Recreation Center answer their telephone calls more quickly. 15-20 minute hold times are unacceptable. -KKJ
232	GET RID OF IT!!! ANOTHER STUPID EXPENSE THAT ADDS NO VALUE!!!
234	A good, valuable publication. Save money, stop mailing (or at least give us option to opt out of mailed copies). On-line, email digital copies with some printed copies available in community.
240	Email updates is of value. Add more local news or updates on other subjects that impact incline village: TRPA; private projects in town; public interest and projects; new business/restaurants or businesses that have something unique or interesting; wildlife/preservation; who to call when see violators on beach; bad boat behavior , boats that are too noisy;
244	Sarah and Matt need to resign.
247	Telegram, I don't believe we are using this to it's fullest. Another thought I had would be a sign in the middle of town. But for real I'm just joking, I don't have a clue how to help you.

ResponseID Response

249	I enjoy the magazine format and photos.
252	Events and programs in the area, a lot of information is not on the website so it's helpful to have another place to look. Although goal #1 I think should be to update the website. Can't find much info for kids programs, child care during gym sessions etc.
253	I enjoy the quality of your publication.
255	Always wondered why IVGID wasted money producing that magazine that is primarily ads for realtors and contractors!
256	I would care more about Board commentary if we actually had a decent board who care about the whole community. Three of the trustees clearly have no interest in fulfilling the role of being a trustee of the assets of IVGID. They care only about themselves and the very few people to whom they are beholden financially and emotionally. Thus any commentary from these three would simply continue to rub salt into the wounds they have inflicted upon us all.
258	It's amazing
260	NA
264	information on Incline Road Contruction plans, locations and timing would be really helpful. Also, information on controlling beach access for nonresidents and schedules for beach music, events and concession etc.
265	The employees of IVGID are all doing a great job at IVGID, no matter what their jobs are. Including the IVGID magazine.
268	Save the money and stop the publication. It's greatest use is as fireplace starter. Send emails with link to online publication.
271	We are happy with the current information and updates!
282	What you are doing is just fine.
287	Well can't go to the beach because it's OVERRUN with tourists! MOVING! The community is not run well
288	IVGID puts a lot of effort into a broad communication strategy and channels - kudos and thank you! The District website is my go-to. It has thorough information with relevant links and it's always up-to-date. Yay! The problem is many community members still don't take the time to read or pay attention so there's a lot of continued misunderstanding/misinformation out there. Boo! Not sure how else to get to people - maybe an informational, opt-in text message program for critical activities (e.g. effluent pipeline road work, facility closures, events??)
289	Good publication

ResponseID Response

290 The more communication the better. Not many of us go to meetings of the Board or local ad hoc meetings. Love reading it.

292 Until the Trustees listen to the residents, they are useless.

299 Please keep a printed version - even if for pick up only and not mailing - the cost is insignificant against the full budget for IVGID - and assurance of greater readership. Would be good also to have a spotlight on the Board members and Leadership - a personal interest story to humanize the IVGID vs it just being facts and figures

301 You need to go back to a survey conducted a couple of years ago. Are we a community or a resort bent on more money. More, More more..? Can we support ourselves or not

304 Need more info on senior hikes - locations, challenge, etc.. More info on free transportation to IVGID. why is there not a free shuttle to Beach, rec center and more info on free diamond peak bus?

306 N/A

310 as is

311 In this day and age, reading online makes better sence and saves money for the community

316 MAGAZINE AND EMAILS DO A GOOD JOB

319 Great magazine. Keep printing it. If it goes to online, will never look at it again. I get five or six online magazines in email and never even open them. Old issues floating around retain their value. Advertisements are useful. Keep all the info on the boards at Rec Center. Communications have always been good.

320 Keep ads to support the publication and mailing.

322 IVGID Magazine, emails, Tahoe Daily Tribune are all good ways to communicate updates. It is also important to watch online or attend in person the BOT meetings. However, these meetings are so long and contentious, that that is a deterrent.

323 Regarding the ranking for wedding/events, we find the event info very important and have no interest in wedding info. My opinion is that weddings happen infrequently and aren't relevant to most residents...people looking to host wedding should easily find information online regarding venues and options. We encourage the magazine to include information about significant upcoming decisions about the town, capital plans, etc.

324 I think the magazine is helpful/useful. Maybe reduce its frequency? I'm not sure we need 5 issues/year. Two is probably enough.

326 Save a tree. Go online..!

ResponseID Response

329	It a waste of resources, and should be online only.
331	allow input from all community members
332	I think IVGID does a good job of making information available, but I'm not sure the print magazines are fully utilized. An online only magazine with weekly email updates might be more cost efficient.
333	Please consider hard copy publication, but not mailing. Drop hard copies at more physical locations instead of mailing to residents. And send email notices when new editions are published.
336	Nothing comes to mind.
341	Staff appears to be overworked without the burden of providing content. I prefer the staff work on something else.
342	I am sick of how this town is now divided by the IVGID Board! The reasonings seem to be biased and no one really has the real story. Road construction doesn't get communicated to the residents until it's in progress. I wish the magazine would print the facts and not waste so much of our money on recalls and needless road construction!
345	I appreciate the magazine. The internet is not always available and its nice to have something to hold, read and reference when ever needed.
351	I think it is a waste of staff time for this. All of the information is already available on the website
355	too expensive to keep printing, I'm sure many people throw them away and rec center has excessive copies. Publish on-line that's the 21st century. Printed media is a thing of the past, (not saying that's good but a reality)
356	I want to be able to have the voting citizen to know more about how there dollars are spent. The 365 day a year beach monitoring is not what I prefer and I don't think others would either. The beaches are empty most of the year anyway. There is over \$10,000 a day from our taxes if there are 8700 parcels. I don't think 365 days of monitoring beaches is appropriate use of the money. Do some kids camps or something.
363	I would encourage you to move to an online version mostly, and then still print maybe 1000 copies that can be made available at the Rec Center and other facilities. Not everyone likes to read online. I think there is value in a printed version, but not one mailed to every single house.
366	Please work to ensure accurate reporting and eliminate any misleading or "agenda driven" content. Please also include more information about the local bears and existing with them.

ResponseID Response

370	Regular e-mails, magazine, Tahoe Tribune. We think the current methods of communication are Very Good.
371	Stop the publication. It is only a PR document for the GM,
377	Let's be truthful for once. Shall we? Your questions are skewed to elicit the biased response you're looking for to support your propaganda. For instance. Question 11. How important is it that we publish a printed edition of the magazine (as opposed to an online-only publication)? * Although you give the option "very important," you neglect to give the option "not at all." Inadvertent? Or intentional? Another example. You have shared an intentional UNTRUTH insofar as the cost to publish/distribute the magazine is concerned. An intentional UNTRUTH. There are other expenses than the ones you have mentioned. I have the evidence. But instead, you spew propaganda to elicit the type of response you're looking for. And you know this. Which means your surveys are WORTHLESS. I hope everyone who takes this survey reads and understands this. And then comes to the conclusion that just like your crappy magazine, your surveys serve no function other than to support your propaganda claims. And these are the facts!
382	The trustees have put themselves in a position to be the center of gossip and misinformation. Every time they try to emotionally defend themselves, they are adding fuel to the fire. They need to examine what their mission is as Board of Trustees, and represent the best interests of our community.
383	I strongly believe that having an online option and having a hard copy print edition that people can pick up at key locations would be better than mailing a hard copy to every parcel holder.
386	I think the information in the magazine should be provided on the website, with maybe a bi-weekly email newsletter with links to updated relevant topics on the website. A printed magazine is outdated and unnecessary.
387	Keep the fabulous Senior programs going!
400	Info, especially tax info about Incline becoming its own town
402	I care deeply about what happens in the community and would prefer to get the information from a trusted source. Too many people are getting this information from Facebook rumors. Please publish it and have an official record.
404	Would like to see an opinion or letters to the editor page with commentary for full time residents/picture pass holders
408	Informed electorate is vital for democracy. We no longer have a local newspaper. I know I can go online but that's only when I have a particular question. With the hard copy on my coffee table I browse it all. KEEP MAILING THE PUBLICATION.
409	email

ResponseID Response

412 You are doing a great job - keep it up!

413 Definitely via email

417 Online only is a good idea. It also could be helpful to print a small amount for the Rex center, beaches, golf courses etc. Reason: for interested home buyers, new home owners visitors. It was helpful when we moved in full time in 2011. The ads help in learning more about the community.

419 The magazine is beautiful and full of good info. I'm surprised it's only .58 to mail, I thought it would be way more, in fact I was going to suggest a thinner paper to save money. Guess not! Job well done team!!!

420 Well put together and interesting magazine and good quality paper/photos.

423 I like the quarterly magazine, however a lot of the information is repetitive and should just be made available online. i would like to see more articles of local interest rather than quarterly updates on the same topics

424 Public Works already has their newsletter in the water/sewer bills. We just need a better search tool on the website to easily find information on IVGID topics. Maybe the Trustees could take turns writing a monthly update on topics of interest. A magazine is much too time consuming for staff and provides little of value.

425 by being transparent about what is happening to the money collected by IVGID and what programs are available to all

426 It would be VALUE-PACKED to get a IVGID MANAGER that could do his JOB and look after his Employee's and be LEFT ALONE to perform his managerial tasks Without a Board that Micro-manages Everything that they know little about!!!! Any wonder why we can't keep Director's?

428 We enjoy the magazine a lot. It's our main source of info about incline village.

432 I like to have a printed magazine for our houseguests to read too. Thanks

433 The General Manager is the only person who decides what type of ADS can be included in the magazine . No Board Policy or written decisions occur. This is strictly a dictatorial method to control content. Cliff Dobler

445 I feel a mailed copy to all parcel owners is not just a waste of money, but a huge waste of paper. I feel it should be available to pick up at various locations. Also, ask if some businesses would like to have a copy on hand for their customers.

447 I understand that this magazine is a nice to have. It does make us feel part of this small special great community. Thank you and keep up the good work. Our parents have lived here for 30 years in retirement and we joined them 5 years ago. Beautiful place that we appreciate every day!

ResponseID Response

451 I like the printed copy of the magazine and I usually leave the current issue in our IV home since it has the facility hours and events. I'd be happy to get an online copy to read, but I doubt that I would refer back to it to see if there are special activities we might want to attend

463 I have lived here 29 years despite the rent rising to ridiculous amounts. This is my hom! I raised my kids and grandchildren here. I want to know what's going on in my community. I want to know things like why you don't do fireworks anymore even though in the 29 years I've lived here there has never been a fire caused by them. I'm an interested resident.

465 It is a Great value at 58 cents!!

467 There has been considerable efforts to have financial transparency to the community. The community needs to have transparency with the Trustees and the trustees need to communicate with the community. It appears that the Board is split 3 to 2 on some major issues. The community lost a 25 million donation from the Duffield foundation and there appears to be no accountability from the one Trustee who voted no. Recently, the Duffield foundation made a 27 million donation to Incline High School. The school district accepted this generous donation without any hesitation or conditions. Ivgid recently lost our GM, who was a 20 yr employee, under peculiar conditions. Was this individual forced out due to hostile conditions imposed by certain Trustees. The IVGID trustees need to have complete transparency with the community as many, maybe a majority of the citizens, do not understand what has transpired in the past 6 months.

468 Have never received a copy of the magazine

470 Just keep it online - if the goal is sending out information, just keep it on the website. It is frustrating to see this magazine which is an absolute waste of resources - leave the magazine business to real magazines with real editorial, a real reach and value for readers and advertisers.

474 Your survey shows bias in favor of publishing the magazine. Instead of just leaving the information that the magazine costs more than 20K per year and letting the reader decide if they think it's worth it to publish, You break it down for the reader and encourage them to believe it doesn't really cost very much by pointing out that it is only a few cents per parcel. That is bias and trying to influence the reader. It is still 20K that could be spent on better things.

479 With the recent increase in fees and decrease in property ownerships availability to "OUR" facilities, (if not an all out effort to convert the GID into solely a for profit retail entity), I'd like very much to see the boards justification for changes to the long standing policy of; facilities are to exist for the use and enjoyment of the property owners, and the operating cost of the facilities, will be offset with revenues from non residents (tourists) use paying competitive rates for skiing, golfing etc..

482 The magazine is a way for the community to connect with the events, happenings, and items concerning our community. If you get rid of this, community connection becomes less and less important and beneficial.

ResponseID Response

487	More often (ie. monthly) Less high quality pro's More numbers and stats Online only
491	Maybe have just 4 mailings a year to save the cost of one additional mailing.
500	Rather than 5x/ yr, maybe 2 or 3x/yr
501	Let's offer a pickup at the Prop. Mgr Office and an Online version for 6 months then schedule a follow-up survey.
503	Please keep it coming! It's excellent!
504	The publication is too expensive and ends up in the recycling more than its read.
505	Good magazine for local info
507	I really enjoy the magazine and share it with my adult children who frequently visit Incline Village.
508	The magazine provides great information on all the fun amenities IVGID provides.
509	I really like this magazine, it's informative for me, a resident, and I keep it around for visitors. I get ideas on how to recreate, and how to entertain guests. How to communicate updates- actually online and probably FB is the best b/c that's where everyone debates this stuff.
510	your website
512	IVGID does fine with emails and fliers at the Rec Center. It doesn't need to litter garbage cans at the post office with its magazines. I'm not interested in advertising from Carson City, Reno. We need to support local businesses.
515	I think the quarterly is a great way to share what is happening and available at all of our wonderful facilities. I would rather that you kept the politics out of the quarterly entirely.
518	Some topics are better suited and current when posted to online website (jobs, etc.). Individual trustees really shouldn't have individual rounds in the magazine or online. The Board Chair should present the board's view on items.
520	Email and mail. Emails should include website links for follow-up.
526	Only mail the magazine to households that request it and have some copies available at the Rec center. You could probably cut in half the number produced and mailed.
527	email with links to articles would be preference

ResponseID Response

531	The magazine is needed to know what recreation activities are going on throughout the year. It should not be a BOT puff piece or podium for them to spout off their ideocracy. Can't you just keep it simple and print the rec mag so we know what's going on with our recreation amenities and anything significant in the district (e.g. where building a new X)?
536	As I read each edition of the publication I find most of the information is repeated from edition to edition. The last few questions in this survey identified information that should be prominent.
540	Just keep the website up to date; that's what I check
544	I just think there are better ways to spend this money. I also feel it is a bit of a puff piece for the trustees...
546	emails
549	Some people still like to get the papercopy so having them available at key locations should continue. Directing people to the website is good too. I think you can reduce the papercopy while still getting key information out to the community.
551	Like the magazine. It sits on my coffee table
553	N/A
557	They should make limited copies available at rec center and a few other locations in town and allocate the cost of funds you spend on this magazine elsewhere, like reducing fees ie... golf fees, beach pass and rec center fees.
560	The full color printed version of the IVGID Magazine is out of date by the time it's printed and online, which is a waste of my time and money. STOP PRINTING AND MAILING IT NOW!!!!!!!!!!!!!!!!!!!!!! IVGID is insane to continue sending the Picture Pass Card/Property Owners this publication in ANY FORM or ANYWHERE ELSE!!! Stop this Madness and stop the waste of the Property Owners money to produce this publication NOW!
565	Please expand the Rec Center. A lot of people not enough space.
566	Email is good
567	I think the content could be provided in emails/texts with specific info that people have specified they are interested in for less cost and more content people are directly interested in
571	I use the monthly email info from the rec center for the most updated information or look it up on the IVGID website. The magazine really isn't useful to me.
576	email regarding significant changes to ivgid status quo where public input may be desired.

ResponseID Response

578	I like the magazine the 6 months we live here but enjoy the email version while in our winter home
583	Emails provide anything important. I just recycle the IVGID Magazines I get
586	Very Good Magazine and should be thought of as part of "Value Proposition of the Area". Consider submitting it for awards for Community Communications Publications
588	Monthly online newsletter sent via email
596	It's a very pretty magazine more designed for tourists. I read the magazine when there were fewer issues per year and less advertising. Supporting our local businesses doesn't mean we need this high end magazine which I feel the cost does not justify the end product and usage of our staff. I favor the on-line version.
597	Facebook IV Groups
599	I do like receiving the IVGID magazine in the mail as it is easier for me to read than online but that is probably an age thing. But I am sure I would still read some of it online. Maybe if you offer a choice to owners many will choose online which will cut down on expenses.
601	Would not mind online version.
614	please keep publishing in print
627	Send out monthly emails about what is going on. I would like to know how any of the trustees could possibly vote against the free money David Duffield was willy to give to the rec center. What is wrong with these people?
628	Could send out monthly capital project updates via email, or show the web address for current fiscal status and capital project status.
629	We enjoy the employee spotlights. We are a small community and getting to know the employees who keep things running so efficiently is a great community attribute.
632	I appreciate the email notifications.
634	If you had a way for parcel owners to opt out of receiving this magazine, maybe you could save some money by not sending it to people who don't read it (or don't really live here.)
637	I guess you can send email blasts
643	None
648	It's beautiful publication and thus costly. Possibly some cuts could be made there with out hurting the information provided.

ResponseID Response

649	Use online info through ivgid site and by sending emails with important info to residents
650	Stop subsidizing all the IVGID businesses: Golf, Rec Center, DP, Tennis, etc. I can't figure out why I should subsidize someone else's hobby. Make them pay market rates.
651	The printed copy of the IVGID Magazine is an important communications asset that is informative and well done. Please keep it coming! Thank you, Ian Temple
661	for us hard copy is preferred. would likely not read e mail version. Like receiving IVGID Board meeting updates via email---but not a magazine
664	I share the magazine with family and friends!
665	post it online. If I want to know, i will look it up. If there is a change to notify me about, then email me. When I get your magazine, I consider it junk mail and throw it away because it does not have new things relevant to me. So more efficient for you to email a short newsletter only with changes if they arise.
667	Itemized financial report. Gas Fertilizer Pesticides Water Number of resident players all outlets Number of guest players all outlets General maintenance all outlets Paint resurfacing tennis Lift controls in place that work Tech software computers that work efficiently How are we deficient in income? Where does the money go? Employee marketing to attract employees to work Since July the beaches are still crowded. My understanding is employees were the cause for over crowding. They no longer have access are guests next? One nice thing IVGID offered was military discount on the golf courses. That is no longer available, is there a reason? I'll stop for now.
676	timely e-mails and publishing this on line would be much better. Getting it in the mail after somethin happens is a total waste. Unfortunately this happens an awful lot.
678	I like the publication..
679	It would be nice to have printed copies available to pick up at the rec ctr and save on mailing if expenses must be cut
681	Don't spend the \$ to mail it. People can pick it up at key locations or go online
683	Maybe we just need this magazine 2-3 times per year
684	better online presence, newsletters via email.
686	On line communications work well for us. That might not be the case for everyone, however. Please keep that in mind when considering the options.
689	If the printing/mailing is the biggest cost, why not just allow property owners to opt in for receiving a mailed hard copy?
690	Texts with website links are a great way to get me, personally, to read something.

ResponseID Response

692	I just read the online version. I don't think I have ever picked up a printed copy. I do appreciate the information inside, especially about beaches, Diamond Peak, and rec stuff.
693	extremely disappointed with the current board of trustee. Would like to see highlights regarding actual employees.
696	The magazine has been a good way to keep us abreast of happenings in the district. Occasional articles about trash procedures/regulations would be helpful too. Our HOA homeowners often don't know anything is wrong until we get fined.
699	I think they do.a great job.
700	Focus on keeping the IVGID website current, email new relevant info, fancy magazine not worth the investment.
701	My inbox overflows, but I find time for what comes by US mail!
702	Publish info on a website (especially if in between issues)
703	Too much bickering and fighting. Seems like it has been going on in one form or another every year. Incorporate, hire a professional city manager, vote a mayor and city council and be done with the constant infighting!
705	email.
707	N/a
710	This is an illegal publication. IVGID is a water/sewer/rec district - not a publisher. It illegally promotes the political agenda of the IVGID management and their fellow travelers. Kill it!
714	Text and emails are best
719	I believe it's essential to get this information out to the home owners in Incline, to keep us informed. Thank you for a great job so far. We've been almost full time (except when we travel) for the past 8 years. I feel the book is essential
721	Thanks Keep up the good work!
728	If on-line presence would save money, I'd say let's mover to on-line only.
730	Online
736	Keep up the great work!!!
739	We have been owners since 1970 and have passed on our interest to children. We remain interested in programs and governance and remain concerned in over utilization by recreational part time renters.

ResponseID Response

748	We are usually in IV during the ski season. This is the best way for us to stay informed. I might forget to read it if it was only online. Thank you!
752	It's fine as it is. I look forward to getting it in the mail, but that's because we're rather old and don't do online stuff
754	You should provide information on the second-class citizens of Crystal Bay and their continuing opposition to a government entity segregating me and my community from equal treatment under law.
756	None
758	Monthly email
763	important to be updated on Incline facilities and budget spending
765	I think a local business or restaurant feature would be a nice addition.
766	e-mail announcements of special events or closures. Rec center updates are clear in the lobby (weekly announcements)
768	Much of this info is sent out on a regular basis through emails. If you want to use a particular venue, you just need to google IVGID website.
772	I would like to see an article explaining why homeowner's punchcard values went from \$163 to \$91 in 2023!
775	I enjoy the magazine!
776	Not being up there all of the time, it's very helpful in keeping me current on all of the happenings each month. Some of my immediate family is always up there, we are all pass holders and have been enjoying Incline for the pass 50yrs!
778	The magazine is great. I also appreciate the email updates.
787	We use the magazine for information about the various venues. When our children and grandchildren come to visit, we refer to it for hours of operation at the venues, the cost, and programs available. It is nice to hand our kids the magazine so they can make decisions on what to visit.
788	I don't feel it needs to be published 5x per year. 3 or 4 would be adequate.
789	These days email (and associated links) is a perfectly normalized method of communication and flow of information. Most basic info re: amenities, facilities, etc. is found online - I don't need a magazine for that. But relevant info about actual Board action plans, Master plans, and capital projects is vital so long as it is TIMELY. And I'd love to hear from each trustee. Here again, e-mail is fine with me.

ResponseID Response

792 If the survey dictates, We should always look to spend our limited funds elsewhere.. i see our magazine mostly in real estate offices.

795 No comment

796 Use email and update websites timely and correctly

799 It is a nice magazine but seems a little repetitive for those of us who've lived here a long time. Would recommend going on line only

808 You do a great job with the magazine!

809 I don't remember ever receiving IVGID magazine. Is it mailed to people? I did, however, receive "Live. Work. Play." Summer 2023.

811 Magazine should be online only but by request a hard copy. It's not just the expense but also the wasted resources that end up in the landfill

818 It's a really great magazine as it is!

827 We get 2 copies mailed to the same mailing address for 2 separate parcel owners (my husband and I each own a property). I have been trying to only have 1 mailed to us, but have never been able to stop the extra one. If someone could help me with that, you can call on 650-303-8560. I would think mailing out 1 or 2 issues per year, with the rest on-line would be sufficient

829 The magazine is a good update on what is going on around the community. Keep it coming.

832 Keep it coming. Seems like it is more about take aways sometimes and less about benefits. With the Ellison changes coming quickly we need to be aware of what we have.

834 Too many visitors are Allowed At the beach. I've stopped going because it's overcrowded and parking is a nightmare

836 Web email

837 It almost seems like the information is in too many different places and I am not always sure what is accurate. BTW, senior transportation services were omitted from the most recent edition.

841 Don't let individual Board members post on IVGID platform.

842 The IVGID Magazine is a very useful communication tool in hard copy form

855 Love the local activities section

ResponseID Response

859	I found the magazine is the same edition to edition to edition, you don't provide any new information. It needs a complete overhaul and revamp and articles and information should be different. If you are going to have a magazine, focus on timely current events or information that property owners need to know, plus updates on the community.
861	Love the magazine. Possibly 4 editions instead of 5 would keep resident's informed and reduce some of the costs.
863	Maintain the current program by mailing the magazine.
864	Emails
865	Considering increased costs for recreational activities, the costs and/or funds should be allocated elsewhere to offset those costs to the owners..
873	Ty
880	Postcard and email with online link to IVGID content
885	Stop penny pinching this community.....
897	I enjoy the magazine.
901	i pay more attention to the magazine because it is mailed to me. People get so many emails they skim and delete where you get more attention with the hard copy. I enjoy getting it and think worth sending.
903	Email
904	Put all information on-line.
908	Allow Incline Homeowners to subscribe on-line
921	Just keep us informed of changes and new things.
923	Online is good
924	Your biggest problem is communication. People would read it if you mail it to their home. Super inconvenient to have to go get it at the rec center, you never know when it is coming out. If you put it online you have to communicate that it is available. Its ironic that you asking about cost because i have no idea where you are sending all those copies. I had no idea that the magazine was available more than 2x per year. If you communicate it or actually send it to people's home, more people would read it.
927	I think it is a good thing for community involvement
929	Avoid repetition between magazine issued. Sometime feels pretty repetitive

ResponseID Response

932	Would appreciate less commercial advertisement in the magazine. I would appreciate e mail up dates on relevant news on road conditions, weather events, and added events and activities
934	Emails are a fun and easy way to Get information about the things we Love in Incline Village! ♥☺☺☺ Thank you!
935	I want to know that ALL of our hardworking Employees are appreciated and respected. This should be the BEST job in our community, and the lack of respect from Matt, Sara has been abhorant. To see employees distraught over the nightmare of losing Indra and dealing with the Nut jobs has been so disheartening. Taking away employee benefits like beach access is ABSURD! STOP treating our employees like second class citizens. I want to see our employees treated like the most valuable people in our community. Lets get some or more of that in the IVGID magazine please. Let's highlight benefits and give them MORE benefits. Without them....we are NOTHING
936	We have been Incline property owners for 2 years and have NEVER received the magazine in the mail. We would definitely. read it if we received it. Maybe you can help with this. When we do see the magazine (when in town) we find it informative and read it all.
937	Change the name! IVGID sounds so ugly! How about The Village? Or Incline Tahoe You could go to 4 time a year instead of 5
946	I think the magazine is fine and the current emails work well. It's up to the parcel owner to educate themselves as far as I'm concerned.
948	The magazine is great and so is the website. The magazine helps us familiarize us with IVGID's opportunities and needs about which we would never have known. Plus there is only so much screen time anyone can bear, or should.
949	Would be nice if there was a website or portal we could find updates
953	With this information, I would prefer we not publish the magazine but make important information available in a less expensive way
955	Put out a good E-mail edition
960	Qtrly mag plus local newspapers: Tahoe Daily Tribunw, Sierra Sun, etc
961	None
963	Remove the ads. Switch to PDF online. Budget the time spent publishing the document and stop calling it a "Magazine".
967	I enjoy the magazine. I am tired of reading things on line.

ResponseID Response

- 971 The IVGID Magazine is a good way to provide seasonal information about the various recreational facilities. It is also a good way to provide information about the various capital improvement projects that are going on to explain why roads and facilities are closed.
- 972 All of this information should be easily accessible on line as stated in the categories in this survey. For the cost of producing and mailing and distribution it is a great waste of money. On line is where people look anyway for information. It is wasteful when you see all of the ones thrown away at the post office and I am sure many more are discarded at home. Put a new tab on the website with all the info that you are putting in the book and have contemplated putting in the book. Makes it easy to get everything without such waste. There used to be stacks and stacks of not distributed books that just went to recycle..waste waste waste of taxpayer money.
- 977 To reduce costs, produce the magazine only quarterly, not a 5th one. Let us, who are interested, receive emails about any important updates. I get meeting notices by email, but need more info on some agenda items; let me click on a way to see more info before the meetings.
- 979 Your mailing list needs to be synchronized with the mail list at IVGID. I moved permanently to Incline in January 2022. I updated my mailing address, but the magazine continues to be sent to the Bay Area. I've reported this to folks at IVGID rec center, but they tell me my records are updated, but magazine mailing list is not updated.
- 985 It's not worth the time, effort and natural resources. Just have emails I can subscribe to for the programs I'm interested in and email me. I don't need to see kids programs, etc.
- 986 NRS 318 does not provide IVGID with the ability to provide magazines for whatever reason. CC Media makes money on advertising. IVGID makes zero. Makes no sense. Get rid of the magazine and figure out another way to inform the stakeholders. I know where to go if I want/need information re Incline Village.
- 991 Don't change a thing.
- 993 Make sure info on your Tahoe place is included and how to listen to board meetings
- 994 update the website as well as sending out information
- 996 Updates on upcoming key decisions at Board meetings and Committee meetings
- 997 I think those magazine is a waste of time and mostly about congratulating yourself on what staff and trustees always seem to think is a job well done. I think IVGID gets a lot right, but this magazine isn't one of those.

ResponseID Response

998	IVGID does an excellent job keeping its website (yourtahoeplace.com) information up to date. It's so easy to find and read current updates and information online. I feel quarterly updates in the magazine are too late to be communicated sometimes - i.e. if there's a decision going before the Trustees, etc. But if used as a summary method or if there are public interest stories that aren't time sensitive, the magazine is fine. I prefer online only because I don't like the waste of printed materials.
1000	This publication (printed version) is so important for our youth programs. We absolutely would not have the enrollment if it was on-line only. Please, please keep the printed version.
1001	I think you are doing a great job. Thanks for asking. I think electronic media is okay but prefer to be able to mark up my magazine, tear out pages, etc.
1002	fire prevention and evacuation info
1004	The Quarterly should only be sent to full-time residents and others by request. IVGID should offer local businesses an opportunity to compete & be more involved in IVGID events
1006	PLEASE do not discontinue publishing the the IVGID Magazine. We feel Ray Tulloch is completely wrong saying that everyone will read the quarterly on-line. That won't happen. Plus, it's not always easy to find an item on the website, The IVGID Magazine is a positive communication within the District.
1010	A positive employee spotlight each issue. Our district is so divided lately that positive news is needed.
1012	Please stop printing this. It is a waste of money and resources. High res, high gloss, full color printed materials are expensive and outdated. There is no content in the printed magazine that I have not already been exposed to via social media by the time the publication arrives.
1013	We don't need more BS from Trustees. We hear enough already. Wish they would stop worrying about their personal image and start working for *all* the residents. Not just their friends.
1014	Keep it as it is! It is a great resource!
1015	It's a great magazine! Keep it the same!
1018	I prefer happy news, and one of the good things that are happening in our community. The Tahoe city paper has a world of thanks in it. I like stuff like that. Just more positive stuff to focus on instead of the negative.
1021	With the easeability of reading online -there is no need for a hard copy. Ever.
1022	Please continue to use multiple ways to provide information for the community.

ResponseID Response

1023 Having a small print of the ivgid magazine to have at specific venues might be handy if they are actually picked up now. If not, an online publication is the way to go because it can be interactive. Sign up for things from the magazine

1025 Mail magazine to those who are here most of the time or have each parcel owner opt in once a year for mailed copies, otherwise it's available online.

1027 I like the magazine is the great reference document, but I wanna know the latest.

1028 It's a great magazine that covers pertinent Ivgid topics. I recommend replacing the residential mailing option with pick up at Rec Center and other spots around town .. our Post Office is overloaded anyhow and i see magazines in the trash there. Keep it up! Great job!

1033 Keep it up.

1036 The website is sufficient for outgoing communication. A two-way communication online service should be reconsidered.

MAGAZINE PUBLISHING AGREEMENT
BETWEEN
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
AND
CREATIVE CONCEPTS MEDIA

Whereas the District exists to serve the public, promote the health, safety, and prosperity of the inhabitants of the Incline Village Improvement District (the "District").

Whereas Creative Concepts Media, Inc. ("dba CCMedia") is a traditional and digital media agency that buys advertising space in media for businesses; and is a sales and publication company for association magazines.

Whereas the District and CCMEDIA intend to work together in partnership to advance their collective goals.

Whereas the District owns and has exclusive right to publish certain publications known as the IVGID Quarterly Magazine (the "Magazine"). The DISTRICT is willing to grant CCMEDIA a license, for the term of this Agreement, to solicit advertising for the publication of the Magazine, collect revenues resulting therefrom, and once received, retain the revenue as set forth below, all in accordance with the terms of this agreement.

Therefore, this Publishing Agreement ("Agreement") is entered into between INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT and CCMedia.

I. Obligations to the Parties.

CCMEDIA shall manage advertising sale, design, and production of the Magazine. In doing so, CCMEDIA's duties will be to:

- a. Manage advertising sales efforts for the magazine.
- b. Produce 9,500 4-color, 8.5 x 11-inch, saddle-stitched, 40 to 64-page magazines, three times per year in 2021 in February, June and December. (Months may change with mutual agreement, notification, and approval by ~~the District~~). In 2022 & thereafter, June and December, *and October.* *both parties*
- c. Produce 12,000 4-color, 8.5 x 11-inch, saddle-stitched, 40 to 64-page magazines, two times per year in 2021 in April and September. (Months may change with mutual agreement, notification, and approval by the District). In 2022 & thereafter, late March/April and September
- d. Create advertising sales media kit.
- e. Design and layout of the magazine.
- f. Gather ads from advertisers and timely production of the magazine.
- g. Prepare all advertising sales contracts, invoices and make collections.
- h. Reserve up to 60% of space for the District in each magazine.
- i. Prepare and send each magazine in PDF format to post on the District website as well as email to homeowners who prefer an electronic version.
- j. Provide page three of the magazine for the District's sole marketing use.
- k. Retain all advertising sales revenues.

MAGAZINE PUBLISHING AGREEMENT
BETWEEN
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
AND
CREATIVE CONCEPTS MEDIA

- l. Have each magazine inserted one time in the Incline Village issue of the Tahoe Tribune.
- m. Pay 50% of the cost to insert in the Tahoe Tribune.

The District shall:

- a. Provide content relative to District homeowners.
- b. Provide all edited photos, copy art, and cover art for placement in magazine.
- c. Provide District confidential mailing list to printer/mail house.
- d. Refer interested advertisers to CCMEDIA.
- e. Pay for mailing and postage costs for each of the magazines.
- f. Pay 50% of the cost to insert the magazine in the Tahoe Tribune.
- g. Pay for the cost to print the additional 2,500 magazines two times per year.
- h. Post the Magazine on District website.
- i. Provide 50 Diamond Peak Ski Resort Non-Peak Daily Lift Tickets per each contracted ski season which shall be transferable, but not for resale.
- j. Approve all rate sheets and media kits before distribution.

II. Rights of the Parties.

- a. The District shall have the right, in its sole and exclusive discretion, to disapprove of and exclude any product or business from advertising in the Magazine. No competing ski area, golf course, bottled water or tennis related service may be included in the publication.
- b. The Parties may agree to change the number of magazines published per year by mutual written agreement. There may also be an agreed upon change in printing quantities with mutual agreement.
- c. The District maintains a right to confidentiality of its information. CCMEDIA may not sell or distribute any information it receives from the District in the implementation of this Agreement. At all times hereafter, CCMEDIA will keep in confidence and trust all Confidential Information (labeled as such) that CCMEDIA learns of or receives during the term of this Agreement, and will not use, reproduce, or disclose to others any Confidential Information without District's advance written consent.
- d. Neither Party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other party. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

III. Scope of the Agreement.

- a. The license granted herein is for the sole purpose of soliciting purchases of advertising space. All Products shall remain the exclusive property of the District and no other

MAGAZINE PUBLISHING AGREEMENT
BETWEEN
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AND
CREATIVE CONCEPTS MEDIA

interest in the Products is granted to CCMEDIA under this Agreement. This Agreement in no way confers upon CCMEDIA a power of attorney or enables CCMEDIA to bind the District in any other way.

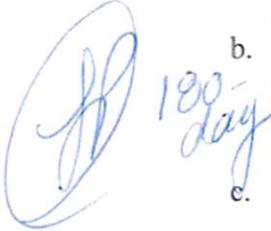
- b. CCMEDIA enters into this Agreement as, and shall continue to be, an independent contractor. Except as set forth in this Agreement, CCMEDIA shall determine the method, details, and means of performing the Services. Neither CCMEDIA nor CCMEDIA employees or subcontractors shall be deemed to be employees or agents of the District. CCMEDIA is responsible for direct payment, when and as due, of any taxes incurred as a result of the compensation paid under this Agreement, including estimated taxes, as well as for any such payments with respect to CCMEDIA employees or subcontractors, and CCMEDIA shall provide the District with proof of payment upon request.

IV. Party warranties.

- a. CCMEDIA represents and warrants that CCMEDIA has full power and authority to enter into this Agreement and to carry out the services contemplated by this Agreement, and that the execution, delivery, and performance of this Agreement have been duly authorized by all requisite corporate action on the part of CCMEDIA.
- b. CCMEDIA represents and warrants that CCMEDIA will comply with all laws applicable to the performance of its obligations under this Agreement and to the provision of the services. CCMEDIA represents and warrants that CCMEDIA execution, delivery, and performance of this Agreement will not constitute: (i) a violation of any judgment, order, or decree binding on CCMEDIA; (ii) a breach under any contract by which CCMEDIA is bound; or (iii) an event that would, with notice or lapse of time, or both, constitute such a breach.
- c. CCMEDIA represents and warrants that the services to be performed under this Agreement will be performed with the degree of skill and care that is required by current, good, and sound professional procedures and practices, and in conformance with generally accepted professional procedures and industry standards prevailing at the time the services are performed.
- d. The District warrants and represents that the District is the sole owner of the Products and is empowered with the sole and exclusive legal rights to enter into this Agreement, subject to the contingencies and conditions stated herein.
- e. During the term of this Agreement, District agrees that for the best interest in marketing certain leads (vendors of the association) for advertising, the District will offer reasonable suggestions to CCMEDIA of who would be good prospects for advertising. CCMEDIA agrees to use its best efforts in soliciting advertising and marketing the Products.

MAGAZINE PUBLISHING AGREEMENT
BETWEEN
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V. Term of the Contract.

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- a. The Contract shall commence on January 1, 2021, and terminate on December 31, 2024, unless mutually terminated earlier in accordance with this Agreement.
 - b. Either party shall have a mutual right to terminate this Agreement for any reason upon giving ~~sixty-day~~ *180-day* notice of its intent, which will include the reason, to terminate the Agreement in writing. In the event of such termination, the terminating party must ensure it satisfies all invoices and outstanding payments before the date of termination.
 - c. In the event that this Agreement is terminated, CCMEDIA will receive full payment for all ad sales signed by the termination date paid for by the District on termination date. The District shall receive all agreed upon services contained in this Agreement. The District will be responsible for all advertising management for advertisers after the termination of this contract. Upon receiving notice of termination, CCMEDIA will provide to the District all existing contracts, all work product and other documents related to CCMEDIA services for the District.
 - d. In the event of a Force Majeure event affecting either party's performance of this Agreement for more than thirty consecutive days, the Agreement shall be terminated. Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's reasonable control, without such Party's fault or negligence, and that by its nature it could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, pandemics, embargoes, explosions, riots, wars or acts of terrorism) (each, a "Force Majeure Event"). Changes in cost or availability of materials, components or services, market conditions, or supplier actions or contract disputes will not excuse performance by either party. A Party shall give the other Party prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. An affected Party shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized, and resume full performance under this Agreement as soon as possible.

VI. Disputes over this Agreement.

- a. Any controversy or dispute between the parties regarding the terms of this Agreement shall, upon written request from either party, be submitted to binding arbitration. Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association with respect to commercial disputes.
- b. The arbitration shall take place in Washoe County, Nevada. Each party shall be responsible for one half the cost of the arbitration though the arbitrator may award costs and fees (including reasonable attorney fees and costs) to the prevailing party.
- c. Nevada law shall govern all aspects of this Agreement.

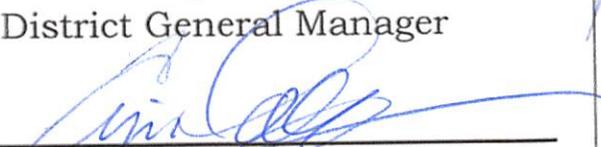
MAGAZINE PUBLISHING AGREEMENT
 BETWEEN
 INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
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- d. The failure of either party to insist on strict compliance with any of the terms, conditions, or covenants of this Agreement by the other party shall not be deemed a waiver or relinquishment of that right or term in general, or at any other time during the duration of this Agreement.

Other provisions.

- e. Entire agreement: This Agreement constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
- f. Amendment: No amendment to this Agreement is effective unless it is in writing and signed by an authorized representative for each party.
- g. No Third-Party beneficiaries: this Agreement benefits solely the parties to the Agreement and their respective permitted successors and assigns. Nothing in this Agreement confers any third party any legal or equitable right or remedy.

IN WITNESS WHEREOF the parties have set their hands as of the date below.

Incline Village General Improvement District By: _____ Indra Winquest District General Manager  _____ Tim Callicrate Chair, IVGID Board of Trustees _____ Joshua Nelson IVGID General Counsel	Creative Concepts Media, dba CCMedia By:  _____ Laura Partridge President 4/17/20
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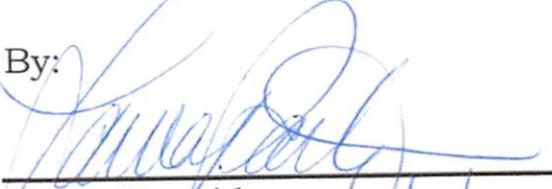
MAGAZINE PUBLISHING AGREEMENT
 BETWEEN
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<p>Incline Village General Improvement District</p> <p>By: </p> <hr style="border: 0.5px solid black;"/> <p>Indra Winquest 11.18.2020 District General Manager</p> <hr style="border: 0.5px solid black;"/> <p>Tim Callicrate Chair, IVGID Board of Trustees</p> <hr style="border: 0.5px solid black;"/> <p>Joshua Nelson IVGID General Counsel</p>	<p>Creative Concepts Media, dba CCMedia</p> <p>By: </p> <hr style="border: 0.5px solid black;"/> <p>Laura Partridge 11/17/20 President</p>
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MAGAZINE PUBLISHING AGREEMENT
 BETWEEN
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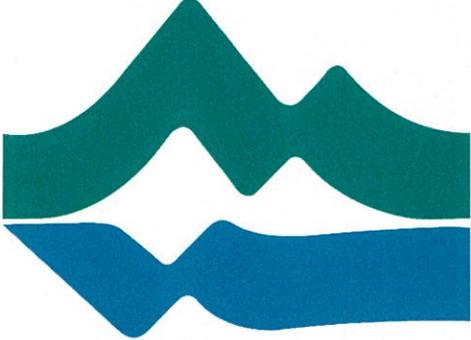
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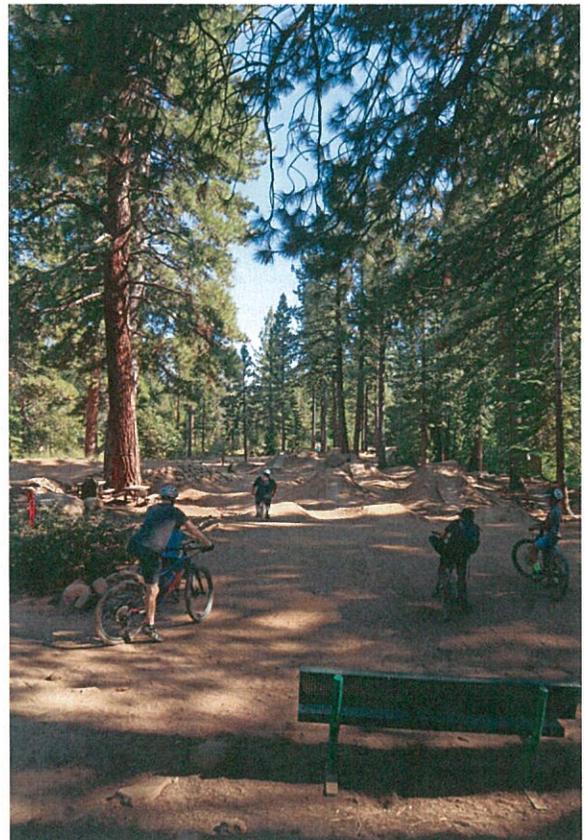
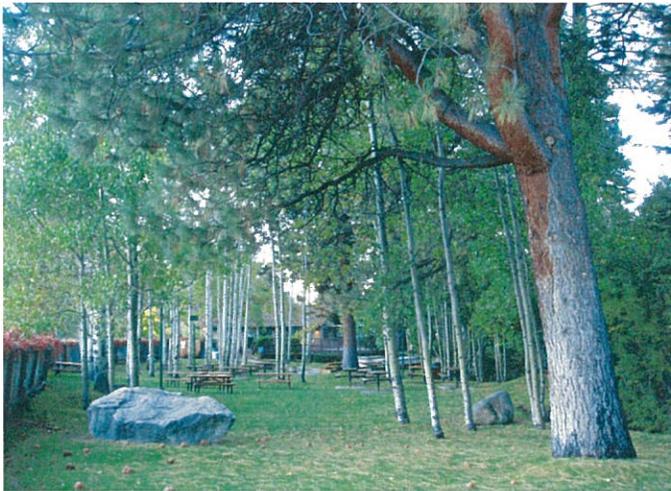
IN WITNESS WHEREOF the parties have set their hands as of the date below.

<p>Incline Village General Improvement District</p> <p>By:</p> <hr/> <p>Indra Winquest District General Manager</p> <hr/> <p>Tim Callicrate Chair, IVGID Board of Trustees</p> <hr/> <p> Joshua Nelson IVGID General Counsel</p>	<p>Creative Concepts Media, dba CCMedia</p> <p>By: </p> <hr/> <p>Laura Partridge President</p> <p style="text-align: right; color: blue;">4/17/20</p>
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INCLINE VILLAGE

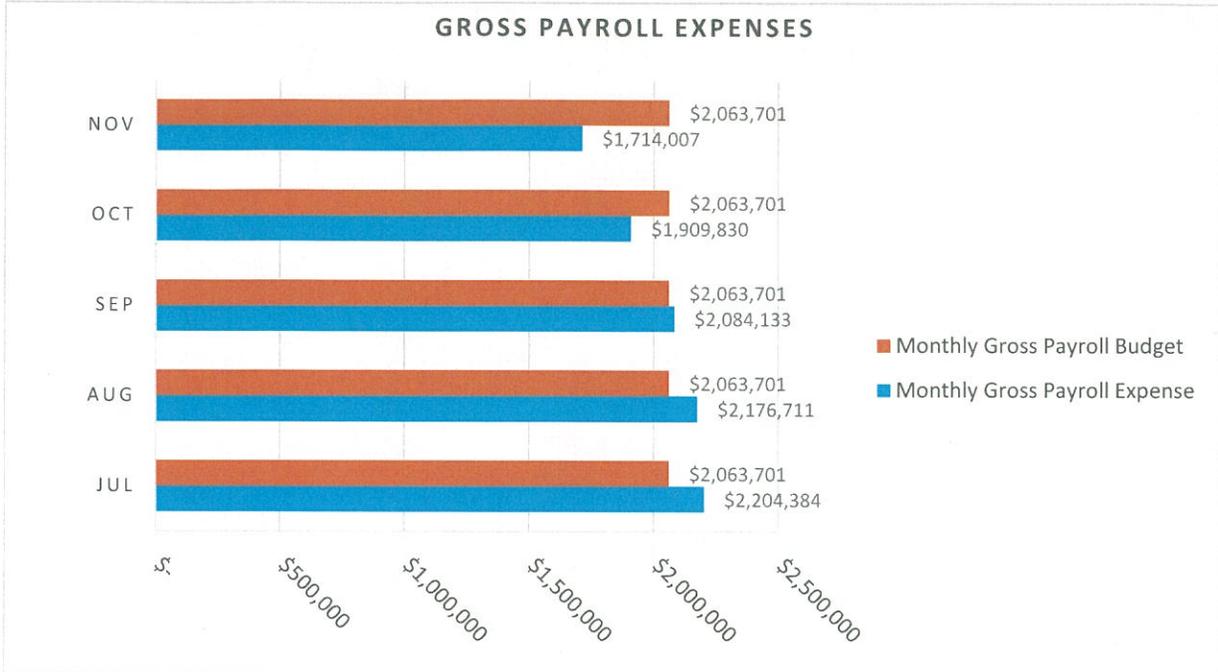
GENERAL IMPROVEMENT DISTRICT



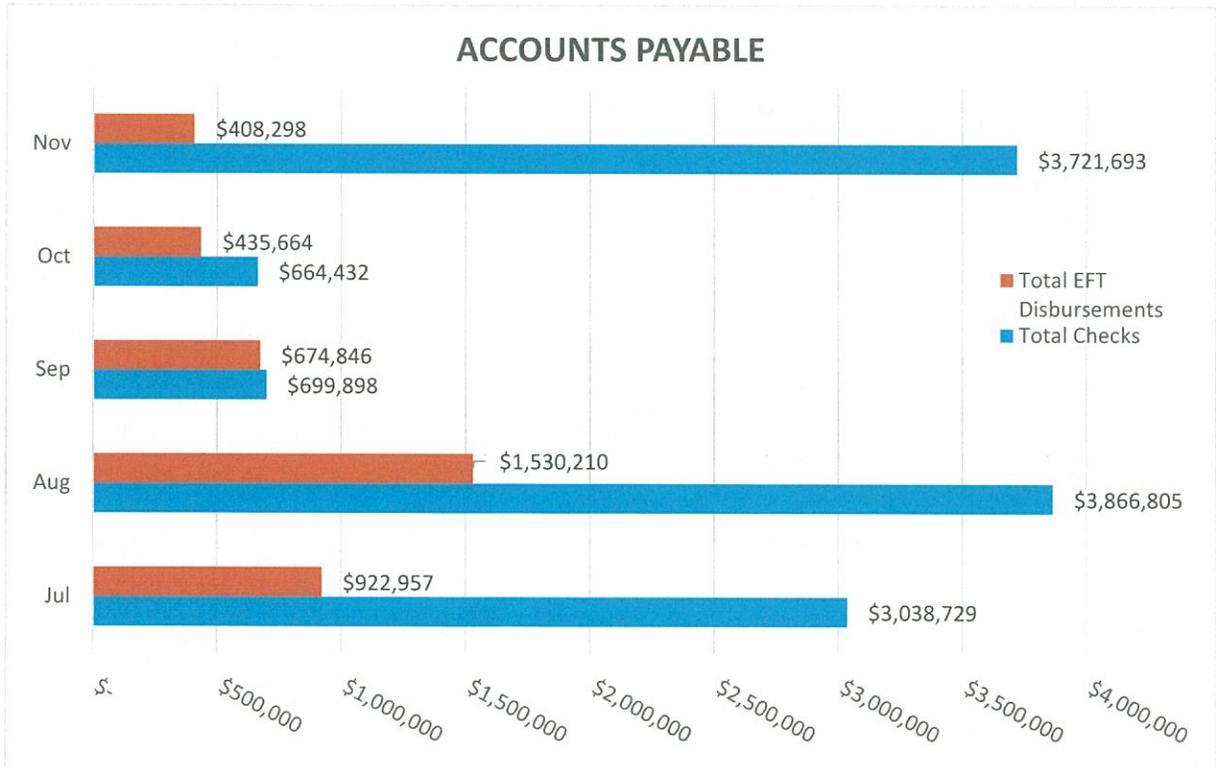
IN THIS REPORT	
Expenses	2
YTD Expenses	3
Investments	4
Debt Service	5
Cost Centers	6
Appendix A - Disbursements greater than \$50,000	7
Appendix B - Check Register	8
Appendix C - Procurement Card Transactions	9

Monthly Expenses

November 2023



Monthly Gross Payroll Budget amount is annual budget divided by 12

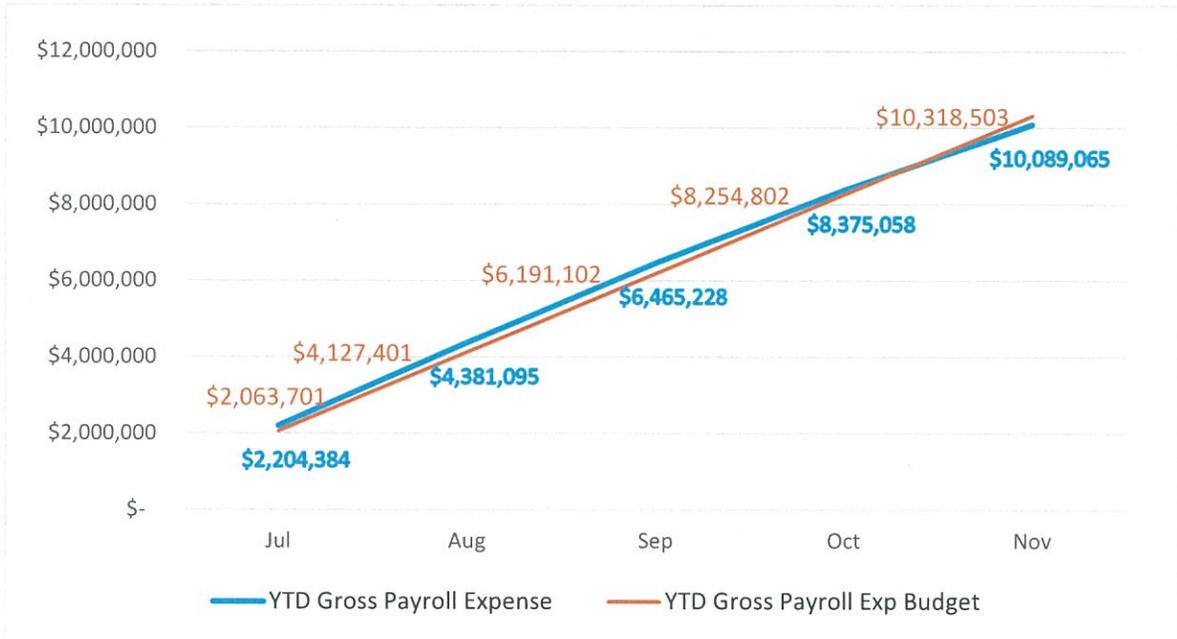


Total November Gross Payroll Expenses	\$	1,714,007
Total November AP EFT Disbursements		408,298
Total November AP Checks		3,721,693
Total November Payroll and Accounts Payable	\$	5,843,998

See Appendix B for Detail

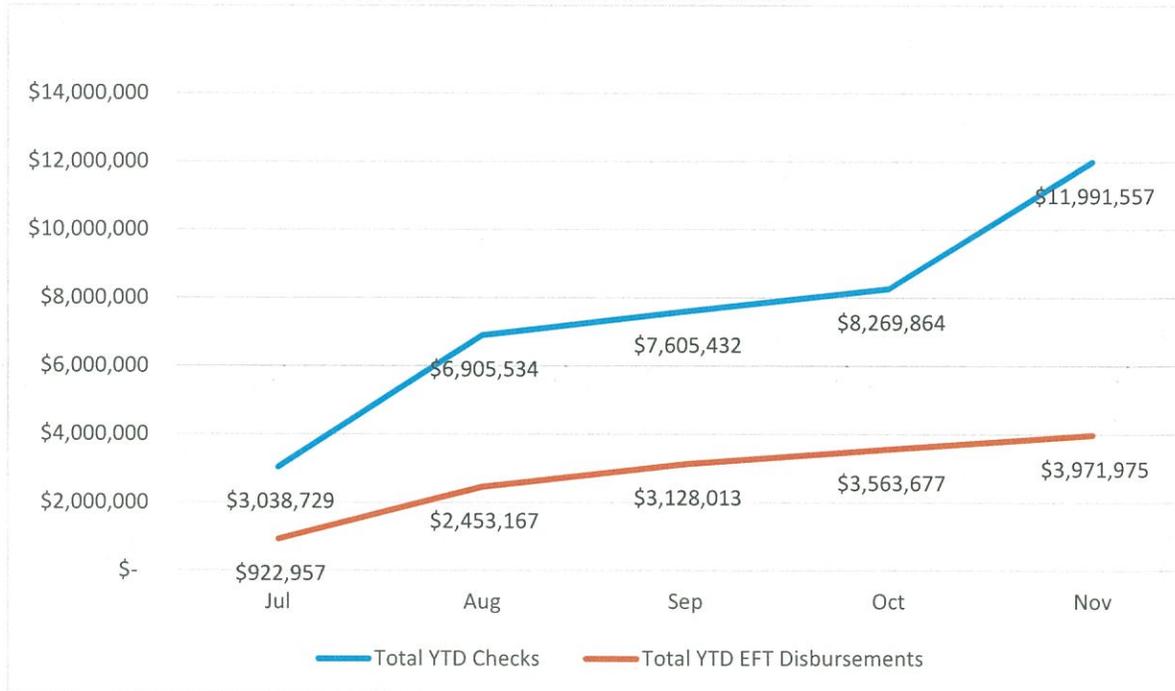
**NOTE: Financial records are not yet closed for the months of July - Nov., 2023
Reports are subject to change as additional information is available and updated.**

YTD GROSS PAYROLL EXPENSES



YTD Gross Payroll Exp Budget amount is annual budget divided by 12 times 5 (5 months July - November)

YTD ACCOUNTS PAYABLE EXPENSES

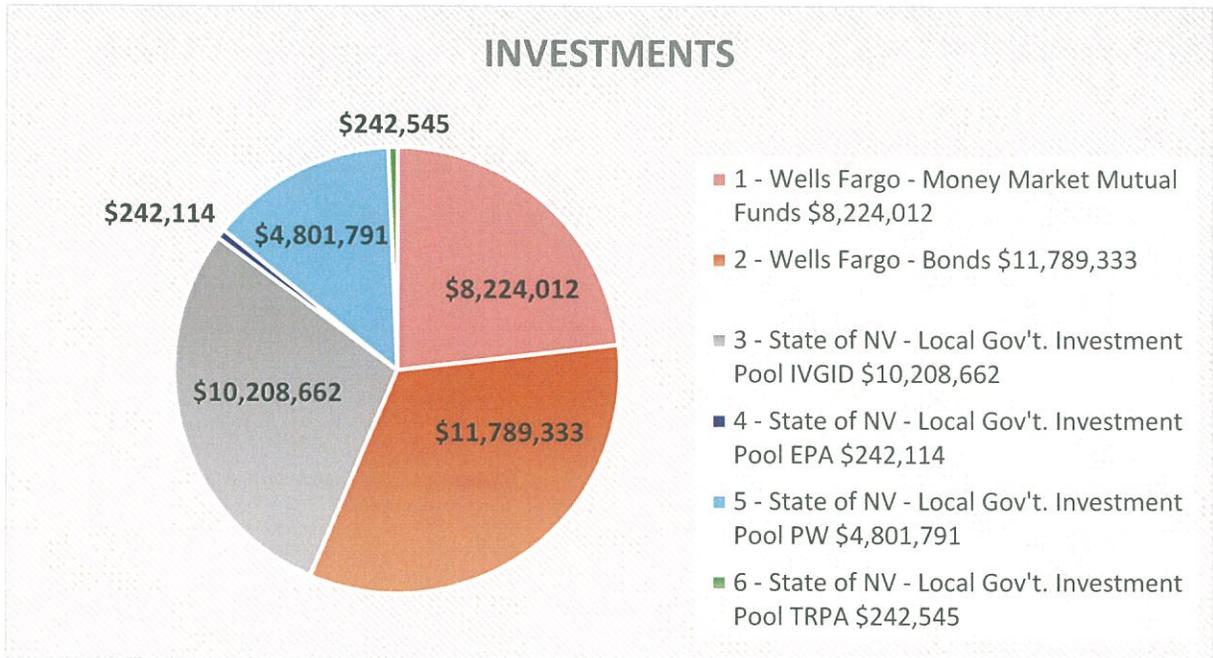


Total YTD Gross Payroll Expenses	\$	10,089,065
Total YTD AP Checks		11,991,557
Total YTD AP EFT Disbursements		3,971,975
Total YTD Payroll and Accounts Payable	\$	<u>26,052,597</u>

NOTE: Financial records are not yet closed for the months of July - Nov., 2023
 Reports are subject to change as additional information is available and updated.

Investments

November 2023



Total Market Value of Investments:	\$	35,508,457
Total Monthly Change in Value of Investments:	\$	204,041

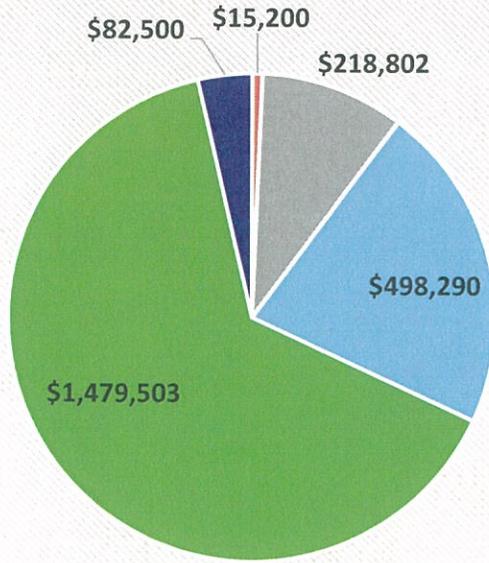
Wells Fargo Bank, NA	Balance	Net Monthly Dividends
Operating Checking	\$ 11,178,070	\$ 59,277
Portion owed to Vets Club	31,722	\$ -
Portion owed to TWSA	167,400	\$ -
Total Wells Fargo Operating Account	11,377,192	\$ 59,277
Flexible Spending Account	1,143	\$ -
Payroll Account (this is a sweep account)	-	\$ -
St. Mary's Health Reimbursement Account	4,566	\$ -
Totals	\$ 11,382,901	\$ 59,277

Total Earnings and Change in Market Value:	\$	204,041
Total Monthly Dividends		59,277
Total Monthly Change in Value and Dividends	\$	263,318

**NOTE: Financial records are not yet closed for the months of July - Nov., 2023
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DEBT SERVICE



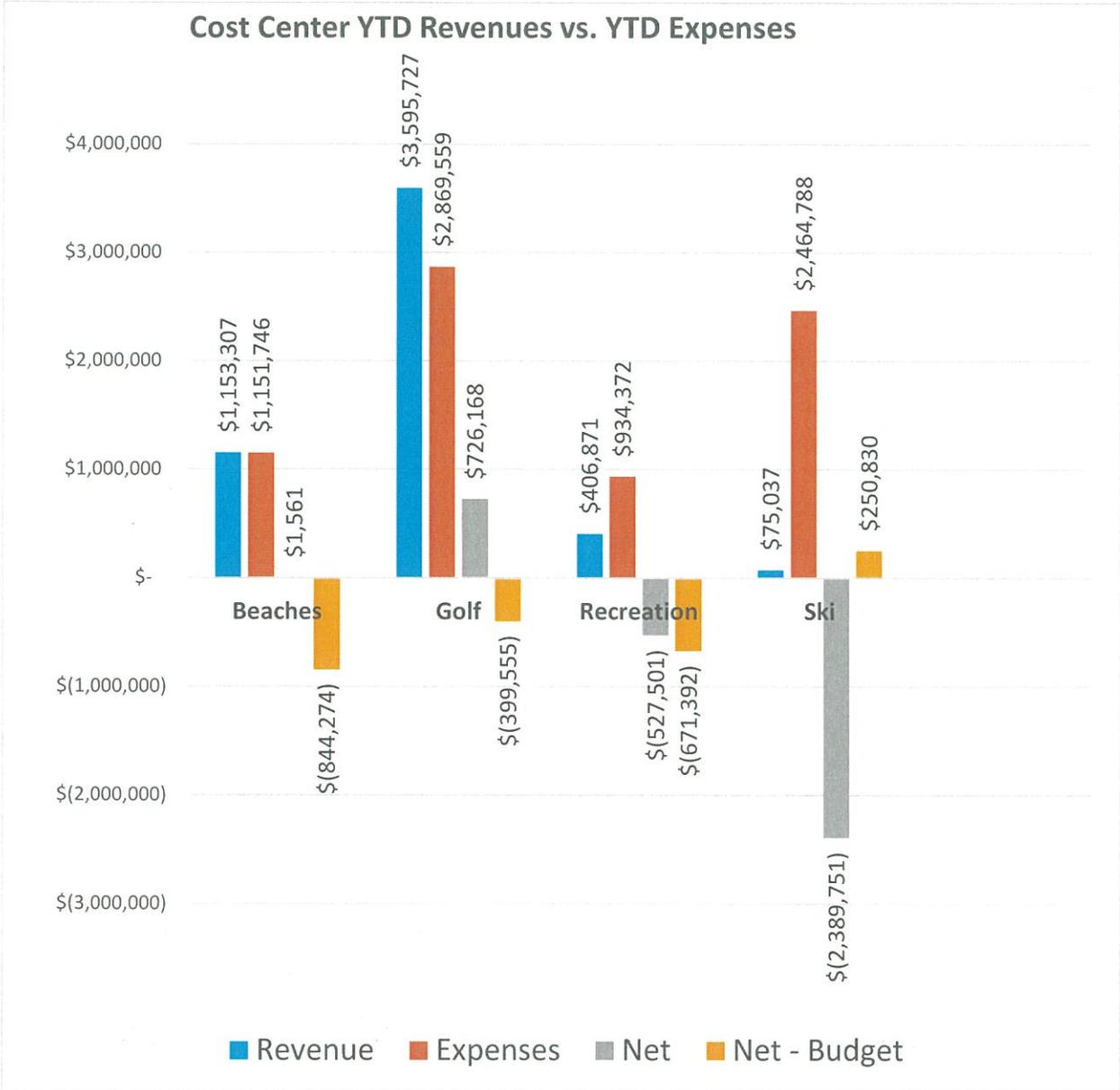
- Capital Equipment - Installment Purchase Agreement - PNC Equipment Finance, LLC (Golf Carts) \$15,200
- State of NV - Revolving Funds (Drinking Water) - IVGID-1 \$218,802
- State of NV - State Water Pollution Revolving Fund (Water Pollution) - CS32-0404 \$498,290
- State of NV - State Water Pollution Revolving Fund (Drinking Water) - DW1201 \$1,479,503
- State of NV - Clean Water State Revolving Fund Loan Contracts CW2303 and CW2304 (Effluent Pipeline) \$82,500

Debt Service	Maturity Date	Outstanding Debt	Monthly Interest Expense	Next Debt Payment Date	Next Debt Payment Amount
Capital Equipment - Installment Purchase Agreement - PNC Equipment Finance, LLC (Golf Carts) \$15,200	6/30/2024	\$ 15,200	\$ 156	12/1/2023	\$ 2,533
State of NV - Revolving Funds (Drinking Water) - IVGID-1 \$218,802	7/1/2025	\$ 218,802	\$ 562	1/1/2024	\$ 56,824
State of NV - State Water Pollution Revolving Fund (Water Pollution) - CS32-0404 \$498,290	1/1/2026	\$ 498,290	\$ 1,132	1/1/2024	\$ 103,768
State of NV - State Water Pollution Revolving Fund (Drinking Water) -DW1201 \$1,479,503	1/1/2032	\$ 1,479,503	\$ 2,947	1/1/2024	\$ 96,686
State of NV - Clean Water State Revolving Fund Loan Contracts CW2303 and CW2304 (Effluent Pipeline) \$82,500	4/11/2053	\$ 82,500	TBD	TBD	TBD
TOTALS		\$ 2,294,295			

**NOTE: Financial records are not yet closed for the months of July - Nov., 2023
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Cost Center YTD Revenues vs. YTD Expenses



Cost Center	YTD Revenues	YTD Expenses	Net	YTD Net Annualized Budget
Beaches	\$ 1,153,307	\$ 1,151,746	\$ 1,561	\$ (844,274)
Golf	\$ 3,595,727	\$ 2,869,559	\$ 726,168	\$ (399,555)
Recreation	\$ 406,871	\$ 934,372	\$ (527,501)	\$ (671,392)
Ski	\$ 75,037	\$ 2,464,788	\$ (2,389,751)	\$ 250,830
TOTALS	\$ 5,230,942	\$ 7,420,465	\$ (2,189,523)	\$ (1,664,391)

YTD Net Annualized Budget amount is annual budget divided by 12 times 5 (5 months July - November)

**NOTE: Financial records are not yet closed for the months of July - Nov., 2023
Reports are subject to change as additional information is available and updated.**

APPENDIX A
Disbursements greater than \$50,000

NOVEMBER, 2023 - DISBURSEMENTS GREATER THAN \$50,000

NOTE: This report is subject to change as the workload in the Finance Dept. is caught up

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT
8160	11/16/2023	EFT	Brycon Corporation	\$ 112,423.74
8102	11/03/2023	EFT	Amer Sports Winter & Outdoor	\$ 73,265.61
781753	11/16/2023	PRINTED	Granite Construction Co	\$ 2,951,430.80
78210	11/30/2023	PRINTED	Turf Star, Inc.	\$ 150,114.31
781782	11/20/2023	PRINTED	NV Energy	\$ 120,338.41
781773	11/16/2023	PRINTED	Western Nevada Supply	\$ 70,899.45
78193	11/30/2023	PRINTED	Baker Tilly US, LLP	\$ 55,298.75

APPENDIX B
Check Register

NOVEMBER, 2023 - CHECK REGISTER

NOTE: This report is subject to change as the workload in the Finance Dept. is caught up

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT
8156	11/16/2023	EFT	Aetna Behavioral Health, LLC	\$ 122.20
8098	11/03/2023	EFT	Airgas Inc	452.88
8129	11/08/2023	EFT	Airgas Inc	59.38
8099	11/03/2023	EFT	Airgas National Carbonation	86.69
8157	11/16/2023	EFT	Alpine Smith, Inc	4,099.00
8100	11/03/2023	EFT	ALSCO	84.35
8130	11/08/2023	EFT	ALSCO	97.51
8158	11/16/2023	EFT	ALSCO	990.11
8175	11/20/2023	EFT	ALSCO	228.43
8101	11/03/2023	EFT	Alta Vista Janitorial	9,120.00
8102	11/03/2023	EFT	Amer Sports Winter & Outdoor	73,265.61
8176	11/20/2023	EFT	Amer Sports Winter & Outdoor	324.19
8131	11/08/2023	EFT	ARMAC Construction, LLC	19,122.00
8132	11/08/2023	EFT	Backflow Technologies LLC	3,946.47
8103	11/03/2023	EFT	BAVS SM-LLC	1,058.00
8104	11/03/2023	EFT	BAVS SM-LLC	1,016.00
8105	11/03/2023	EFT	Bently Family Limited Partnership	918.34
8159	11/16/2023	EFT	Bently Family Limited Partnership	219.66
8177	11/20/2023	EFT	Bently Family Limited Partnership	416.80
8106	11/03/2023	EFT	Bertholf Transportation LLC	6,020.05
8160	11/16/2023	EFT	Brycon Corporation	112,423.74
8178	11/20/2023	EFT	Building Control Services, Inc.	6,455.35
8161	11/16/2023	EFT	CC Cleaning Service, LLC	6,200.00
8133	11/08/2023	EFT	Codale Electric Supply	344.09
8162	11/16/2023	EFT	Cozzini Bros. Inc	181.26
8109	11/03/2023	EFT	DataPrint Services, LLC	1,899.18
8134	11/08/2023	EFT	DataPrint Services, LLC	277.29
8135	11/08/2023	EFT	Dayton Valley Turf INC	1,647.80
8110	11/03/2023	EFT	Dell Marketing LP C/O Dell USA L.P.	4,239.30
8136	11/08/2023	EFT	Dell Marketing LP C/O Dell USA L.P.	1,806.90
8111	11/03/2023	EFT	Doppelmayr USA, Inc.	7,184.58
8179	11/20/2023	EFT	Doppelmayr USA, Inc.	2,997.96
8112	11/03/2023	EFT	Dunseath Key Co, Inc.	27.00
8163	11/16/2023	EFT	EXL Media	704.55
8113	11/03/2023	EFT	Farmer Bros. Co	30.27
8164	11/16/2023	EFT	First Choice Services	150.90
8114	11/03/2023	EFT	Full Circle Compost, LLC	585.00
8180	11/20/2023	EFT	Full Circle Compost, LLC	270.00
8165	11/16/2023	EFT	Geotechnical & Environmental Services, Inc	36,673.50
8137	11/08/2023	EFT	Gwynne Cunningham	150.00
8138	11/08/2023	EFT	Harvey Johnson	372.40
8127	11/03/2023	EFT	HD Supply, INC	92.01
8139	11/08/2023	EFT	Infinisource, Inc.DBA ISolved Benefit Services	518.50
8166	11/16/2023	EFT	Infinisource, Inc.DBA ISolved Benefit Services	527.00
8140	11/08/2023	EFT	Jaclyn Ream	150.00
8115	11/03/2023	EFT	Jacobs Engineering Group Inc	5,190.00
8167	11/16/2023	EFT	Jacobs Engineering Group Inc	4,503.75
8141	11/08/2023	EFT	Jason Rydd	150.00
8142	11/08/2023	EFT	Johnson Controls	3,742.60
8168	11/16/2023	EFT	Johnson Controls	3,197.00
8116	11/03/2023	EFT	Kathy Fillmore	118.69
8143	11/08/2023	EFT	Linde Gas & Equipment Inc.	370.22

NOVEMBER, 2023 - CHECK REGISTER

NOTE: This report is subject to change as the workload in the Finance Dept. is caught up

CHECK NUMBER	CHECK DATE	CHECK TYPE	VENDOR NAME	AMOUNT
8117	11/03/2023	EFT	MADONNA DUNBAR	74.02
8144	11/08/2023	EFT	MADONNA DUNBAR	150.00
8145	11/08/2023	EFT	Marcus G Faust, PC	5,587.00
8146	11/08/2023	EFT	Matheson Tri-Gas, Inc	189.31
8118	11/03/2023	EFT	Moss Adams LLP	9,344.80
8119	11/03/2023	EFT	MR Copy Inc	763.54
8147	11/08/2023	EFT	MR Copy Inc	6,419.00
8181	11/20/2023	EFT	New West Distributing, Inc.	180.00
8148	11/08/2023	EFT	Petzl America, Inc	131.84
8170	11/16/2023	EFT	Produce Plus	596.55
8182	11/20/2023	EFT	Produce Plus	1,332.50
8169	11/16/2023	EFT	Pro-West & Associates, Inc.	4,894.94
8171	11/16/2023	EFT	Resource Concepts, Inc.	1,005.00
8149	11/08/2023	EFT	Richard Allen	150.00
8108	11/03/2023	EFT	Richard Clark	714.00
8121	11/03/2023	EFT	Sierra Electronics	796.00
8122	11/03/2023	EFT	Silver State International	359.84
8172	11/16/2023	EFT	Silver State International	3,577.34
8183	11/20/2023	EFT	SI-Products, LLC - Sunice USA INC	59.17
8173	11/16/2023	EFT	SpiralEdge, Inc	1,478.10
8184	11/20/2023	EFT	Sterling Valley Systems DbA:Inntopia	2,173.39
8123	11/03/2023	EFT	Swift Communications of California, Inc	1,416.00
8124	11/03/2023	EFT	Swire Coca Cola USA	74.70
8185	11/20/2023	EFT	Swire Coca Cola USA	2,484.47
8125	11/03/2023	EFT	Tahoe Supply Company LLC	174.41
8150	11/08/2023	EFT	Tahoe Supply Company LLC	521.66
8186	11/20/2023	EFT	Tahoe Supply Company LLC	70.00
8174	11/16/2023	EFT	TechnoAlpin USA, Inc	1,307.08
8151	11/08/2023	EFT	Tessengerlo Kerley, Inc.	2,717.19
8152	11/08/2023	EFT	Thomas Petroleum, LLC	13,059.75
8126	11/03/2023	EFT	United Rentals (North America, Inc.)	533.60
8187	11/20/2023	EFT	United Rentals (North America, Inc.)	1,494.54
8153	11/08/2023	EFT	United Site Services	1,034.00
8155	11/09/2023	EFT	WageWorks, INC	12,843.53
8188	11/20/2023	EFT	WageWorks, INC	1,618.36
8128	11/03/2023	EFT	Western Environmental Laboratory	1,199.50
8154	11/08/2023	EFT	Western Environmental Laboratory	444.00
8189	11/20/2023	EFT	Zerorisk HR, LLC	2,500.00
11821182	11/02/2023	MANUAL	Acushnet Company	1,081.20
11821183	11/02/2023	MANUAL	Acushnet Company	925.84
11821184	11/02/2023	MANUAL	Acushnet Company	990.48
11821185	11/02/2023	MANUAL	Acushnet Company	(284.70)
11821186	11/02/2023	MANUAL	Acushnet Company	501.76
11821187	11/02/2023	MANUAL	Acushnet Company	501.75
11821188	11/02/2023	MANUAL	Acushnet Company	59.99
11821200	11/01/2023	MANUAL	Acushnet Company	62.14
11821189	11/02/2023	MANUAL	Callaway Golf	105.00
11821160	11/05/2023	MANUAL	GPS Industries, LLC	800.00
11821180	11/01/2023	MANUAL	Peter Millar LLC	1,056.07
11821181	11/01/2023	MANUAL	Peter Millar LLC	480.00
11821191	11/16/2023	MANUAL	Peter Millar LLC	128.33

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11821070	11/02/2023	MANUAL	PNC Bank, National Association DBA PNC Equipment F	2,533.44
11821035	11/06/2023	MANUAL	SESAC Rights management Inc	569.60
11821164	11/09/2023	MANUAL	Sierra Meat Co	63.84
11821165	11/09/2023	MANUAL	Sierra Meat Co	3,350.06
11821166	11/09/2023	MANUAL	Sierra Meat Co	77.41
11821167	11/09/2023	MANUAL	Sierra Meat Co	63.84
11821168	11/09/2023	MANUAL	Sierra Meat Co	3,032.93
11821169	11/09/2023	MANUAL	Sierra Meat Co	282.00
11821170	11/09/2023	MANUAL	Sierra Meat Co	292.43
11821171	11/09/2023	MANUAL	Sierra Meat Co	291.60
11821172	11/09/2023	MANUAL	Sierra Meat Co	259.80
11821173	11/09/2023	MANUAL	Sierra Meat Co	153.41
11821174	11/09/2023	MANUAL	Sierra Meat Co	1,799.43
11821175	11/09/2023	MANUAL	Sierra Meat Co	2,409.30
11821176	11/09/2023	MANUAL	Sierra Meat Co	130.80
11821043	11/01/2023	MANUAL	Southern Glazer's Wine & Spirits	252.00
11821044	11/01/2023	MANUAL	Southern Glazer's Wine & Spirits	1,554.98
11821045	11/01/2023	MANUAL	Southern Glazer's Wine & Spirits	1,532.18
11821177	11/01/2023	MANUAL	Southern Glazer's Wine & Spirits	962.77
11821178	11/01/2023	MANUAL	Southern Glazer's Wine & Spirits	572.93
11821159	11/08/2023	MANUAL	UPS Golf	128.33
11821161	11/08/2023	MANUAL	UPS Golf	42.35
11821162	11/08/2023	MANUAL	UPS Golf	16.55
11821163	11/08/2023	MANUAL	UPS Golf	30.86
11821114	11/08/2023	MANUAL	US Foodservice, Inc.	978.87
11821115	11/08/2023	MANUAL	US Foodservice, Inc.	30.78
781665	11/03/2023	PRINTED	A-#1 Chemical, Inc	462.50
781705	11/08/2023	PRINTED	A-#1 Chemical, Inc	1,110.00
781666	11/03/2023	PRINTED	Absolute Sealing & Striping	1,550.00
781774	11/20/2023	PRINTED	Absolute Sealing & Striping	800.00
781667	11/03/2023	PRINTED	AES of Nevada (Alcohol Ed Services), LLC	20.00
781743	11/16/2023	PRINTED	Air Products and Chemicals, Inc	6,047.73
781744	11/16/2023	PRINTED	Alpine Septic and Plumbing, Inc.	775.00
781668	11/03/2023	PRINTED	AMA Golf Co.	50.79
781745	11/16/2023	PRINTED	AMA Golf Co.	199.16
781746	11/16/2023	PRINTED	American Red Cross	168.00
781669	11/03/2023	PRINTED	Amy J. Mesner Burdick	100.00
781775	11/20/2023	PRINTED	Aramark	90.40
781670	11/03/2023	PRINTED	Automationdirect.com	1,249.75
781706	11/08/2023	PRINTED	Axess Americas INC	3,267.60
781747	11/16/2023	PRINTED	Babolat VS North America	308.92
781671	11/03/2023	PRINTED	Badger Meter, Inc.	133.62
78193	11/30/2023	PRINTED	Baker Tilly US, LLP	55,298.75
781748	11/16/2023	PRINTED	Barbara C. Kallestad	60.00
781749	11/16/2023	PRINTED	Black Eagle Consulting, Inc.	829.25
781672	11/03/2023	PRINTED	BMI (Broadcast Music, Inc)	6.53
781750	11/16/2023	PRINTED	Bob Hall and Associates	10,500.00
781673	11/03/2023	PRINTED	Brady Industries of NV, LLC	105.70
781674	11/03/2023	PRINTED	Brithany Solis-Hernandez	148.03
781675	11/03/2023	PRINTED	Brooke Smith LaFata	310.50
781707	11/08/2023	PRINTED	Brooke Smith LaFata	150.00

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78194	11/30/2023	PRINTED	CA State Disbursement Unit	319.38
781708	11/08/2023	PRINTED	CA State Disbursement Unit	319.38
781776	11/20/2023	PRINTED	CFA Software, Inc.	1,000.00
78195	11/30/2023	PRINTED	Charter Communications Holdings,LLC	326.95
781751	11/16/2023	PRINTED	Cinderlite Trucking Corp	710.80
781676	11/03/2023	PRINTED	Civicplus, LLC	8,114.59
781777	11/20/2023	PRINTED	Cleveland Golf/SRIXON	959.20
78196	11/30/2023	PRINTED	Club Car, LLC	156.32
781709	11/08/2023	PRINTED	Club Car, LLC	2,458.31
781710	11/08/2023	PRINTED	ColorID, LLC	4,995.00
781677	11/03/2023	PRINTED	Creative Coverings	865.00
781778	11/20/2023	PRINTED	Creative Coverings	190.00
78197	11/30/2023	PRINTED	Croft-Beck Floors, Inc.	7,374.00
781678	11/03/2023	PRINTED	Denise Sullivan	310.50
781679	11/03/2023	PRINTED	Diana Robb	259.00
78198	11/30/2023	PRINTED	DirectTV, Inc.	167.24
781680	11/03/2023	PRINTED	DirectTV, Inc.	1,550.45
781681	11/03/2023	PRINTED	Eco-Chek Compliance LLC	986.00
781682	11/03/2023	PRINTED	Ecolab Pest Elimination	17.49
781683	11/03/2023	PRINTED	Ecolab Pest Elimination	1,090.32
781711	11/08/2023	PRINTED	Ecolab Pest Elimination	1,090.32
781712	11/08/2023	PRINTED	Ecolab Pest Elimination	17.49
781684	11/03/2023	PRINTED	Emily Koeritz	286.97
781752	11/16/2023	PRINTED	Ewing Irrigation Products	217.60
781713	11/08/2023	PRINTED	Ferguson Waterworks - 1423	241.57
78199	11/30/2023	PRINTED	Flyers Energy LLC	4,564.17
781685	11/03/2023	PRINTED	Flyers Energy LLC	31,470.70
781714	11/08/2023	PRINTED	Flyers Energy LLC	6,130.06
781779	11/20/2023	PRINTED	Flyers Energy LLC	7,706.74
781770	11/16/2023	PRINTED	GoodLove, LLC	1,125.00
781686	11/03/2023	PRINTED	Grainger, Inc.	1,299.01
781715	11/08/2023	PRINTED	Grainger, Inc.	2,692.34
781753	11/16/2023	PRINTED	Granite Construction Co	2,951,430.80
78200	11/30/2023	PRINTED	High Sierra Patrol, Inc.	7,567.02
781716	11/08/2023	PRINTED	Hunt & Sons Inc.	1,247.20
781754	11/16/2023	PRINTED	Incline Tahoe Glass	688.50
78201	11/30/2023	PRINTED	IRS US Treasury Dept	1,180.11
781717	11/08/2023	PRINTED	James Youngblood	150.00
781718	11/08/2023	PRINTED	Jeffrey Clouthier	150.00
781755	11/16/2023	PRINTED	John Dollar	3,844.70
781719	11/08/2023	PRINTED	Kari Ferguson	150.00
781687	11/03/2023	PRINTED	Kassbohrer All Terrain Vehicles, Inc.	7,081.92
781720	11/08/2023	PRINTED	Kassbohrer All Terrain Vehicles, Inc.	1,079.79
781756	11/16/2023	PRINTED	Kassbohrer All Terrain Vehicles, Inc.	7,125.00
781721	11/08/2023	PRINTED	Kate S. Nelson	259.00
781688	11/03/2023	PRINTED	KATHLEEN SHOTWELL	52.40
781664	11/03/2023	PRINTED	Lee Joseph, Inc.	1,237.00
781690	11/03/2023	PRINTED	Lee Joseph, Inc.	1,990.70
78202	11/30/2023	PRINTED	Les Schwab Group Holdings LLC	1,019.92
781722	11/08/2023	PRINTED	Les Schwab Group Holdings LLC	1,019.92
781757	11/16/2023	PRINTED	Liberty Mountain Sports, LLC	103.33
781758	11/16/2023	PRINTED	Luxottica of America Inc.	144.77

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781759	11/16/2023	PRINTED	Mann Built Construction LLC	14,156.81
781780	11/20/2023	PRINTED	Marker Volkl USA, Inc	4,793.49
781723	11/08/2023	PRINTED	McMaster-Carr Supply Co.	383.72
781760	11/16/2023	PRINTED	McMaster-Carr Supply Co.	92.47
781724	11/08/2023	PRINTED	Michael Hohl Motor Company	674.91
781761	11/16/2023	PRINTED	Michael Hohl Motor Company	40,108.17
781691	11/03/2023	PRINTED	MidwestMotor Supply Co, DBA Kimball Midwest	90.90
781762	11/16/2023	PRINTED	MidwestMotor Supply Co, DBA Kimball Midwest	34.50
781726	11/08/2023	PRINTED	MSC Industrial Supply Co.	178.68
781763	11/16/2023	PRINTED	MSC Industrial Supply Co.	99.97
781692	11/03/2023	PRINTED	Napa Sierra Nevada , Inc	4,135.04
781791	11/21/2023	PRINTED	Nevada Division of State Lands	936.00
781792	11/21/2023	PRINTED	Nevada Division of State Lands	400.00
781727	11/08/2023	PRINTED	Nevada Power Products	997.77
781764	11/16/2023	PRINTED	Nevada Rural Water Assoc.	4,680.00
78203	11/30/2023	PRINTED	Nevada State Treasurer's Office	22.00
781693	11/03/2023	PRINTED	Nolan & Karen Hawkins	128.55
781728	11/08/2023	PRINTED	Northern Nevada Public Health	875.00
781765	11/16/2023	PRINTED	Northern Nevada Public Health	875.00
781781	11/20/2023	PRINTED	Northern Nevada Public Health	717.00
781729	11/08/2023	PRINTED	Nutrien AG Solutions INC	6,257.00
781782	11/20/2023	PRINTED	NV Energy	120,338.41
781730	11/08/2023	PRINTED	Office Depot	51.88
781783	11/20/2023	PRINTED	Office Depot	106.84
78204	11/30/2023	PRINTED	Operating Eng Local Union #3 (DUES)	1,632.00
781731	11/08/2023	PRINTED	Operating Eng Local Union #3 (DUES)	1,700.00
78205	11/30/2023	PRINTED	Operating Engineers Trust Fund	9,417.61
781732	11/08/2023	PRINTED	Operating Engineers Trust Fund	9,978.79
781766	11/16/2023	PRINTED	O'Reilly Automotive Stores, Inc	299.01
781733	11/08/2023	PRINTED	Pandora Bahlman	150.00
781734	11/08/2023	PRINTED	Pape Machinery	143.06
781767	11/16/2023	PRINTED	Pape Machinery	518.09
781735	11/08/2023	PRINTED	Paul Raymore	150.00
781768	11/16/2023	PRINTED	Q&D Construction, Inc	11,000.00
78207	11/30/2023	PRINTED	Reno-Tahoe Airport Authority	114.00
781694	11/03/2023	PRINTED	Roessel Heidi	45.06
781771	11/16/2023	PRINTED	Salvador Estrada Rizo	4,250.00
781784	11/20/2023	PRINTED	Scott USA	177.00
781695	11/03/2023	PRINTED	SHI International Corp.	11,520.00
781696	11/03/2023	PRINTED	Shred-IT USA	107.00
781736	11/08/2023	PRINTED	Shred-IT USA	35.00
781737	11/08/2023	PRINTED	Shred-IT USA	109.00
781738	11/08/2023	PRINTED	Sierra Gold Seafood, Inc.	373.00
781785	11/20/2023	PRINTED	Southwest Gas	14,758.04
78208	11/30/2023	PRINTED	State Coll & Disb Unit-SCADU	1,124.42
781739	11/08/2023	PRINTED	State Coll & Disb Unit-SCADU	1,131.12
781697	11/03/2023	PRINTED	State of Nevada -Dept of Public Safety	1,046.50
781786	11/20/2023	PRINTED	Sun Mountain Sports, Inc.	277.50
781698	11/03/2023	PRINTED	Suzanne Welsch	109.37
781699	11/03/2023	PRINTED	Teri Fitzpatrick	259.00
781740	11/08/2023	PRINTED	Timothy Buxton	150.00
78209	11/30/2023	PRINTED	Troy Group, Inc.	4,855.87

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78210	11/30/2023	PRINTED	Turf Star, Inc.	150,114.31
781700	11/03/2023	PRINTED	Turf Star, Inc.	322.58
781772	11/16/2023	PRINTED	Turf Star, Inc.	2,493.14
781787	11/20/2023	PRINTED	Turf Star, Inc.	1,447.43
78211	11/30/2023	PRINTED	Tyler Business Forms	1,087.99
781788	11/20/2023	PRINTED	Vista Outdoor Sales LLC-Bushnell	255.15
781789	11/20/2023	PRINTED	W & T Graphix	954.70
781741	11/08/2023	PRINTED	Washoe County	125.00
781742	11/08/2023	PRINTED	Washoe County	24.00
781701	11/03/2023	PRINTED	Washoe County Community Services Dept	15,850.00
781702	11/03/2023	PRINTED	Washoe County Technology Services	1,125.14
781703	11/03/2023	PRINTED	Western Nevada Supply	2,432.68
781773	11/16/2023	PRINTED	Western Nevada Supply	70,899.45
781790	11/20/2023	PRINTED	Western Nevada Supply	9,860.89
781704	11/03/2023	PRINTED	WILLIAM ROBBINS	40.00
				\$ 4,129,991.21
Total EFT				\$ 408,297.64
Total Manual				27,820.35
Total Printed				3,693,873.22
Total				\$ 4,129,991.21

APPENDIX C
Procurement Card Transactions

User Last Name	Amount	Merchant Name	Description
ALLEN	4,748.45	SIMPLE TIRE	Repair Parts
ALLEN	380.00	FLEETPROS	Fleetpros yearly dues
ALLEN	506.62	SIMPLE TIRE	Repair Parts
ALLEN	2,001.82	SP DIAMONDBACK	Repair Parts
BAHLMAN	22.08	RALEY S #113	operating half n half
BAHLMAN	119.63	SPECTRUM	cable tv
BAHLMAN	175.93	SP GETACTV	operating fitness
BAHLMAN	44.58	AMZN MKTP US PU7OX3SV3	janitorial
BAHLMAN	17.04	AMZN MKTP US HD5KM7E83	operating sugar
BAHLMAN	226.63	SAMSCLUB.COM	food merch
BAHLMAN	39.59	AMZN MKTP US 729Y94FG3	operating
BAHLMAN	110.00	SAMS CLUB RENEWAL	operating
BAHLMAN	(55.92)	SP GETACTV	refund wholesale discount fitness mats
BAHLMAN	(13.43)	SP GETACTV	refund tax on fitness mats
BAHLMAN	155.98	AMZN MKTP US RH3IE15P3	operating decor
BAHLMAN	18.34	AMZN MKTP US 4X2GJ6MN3	dance program fitness
BAHLMAN	22.54	AMZN MKTP US I85GX6AZ3	dance program fitness
BAHLMAN	281.84	AMZN MKTP US 3M3SY0Z63	dance fitness program
BAHLMAN	8.98	AMZN MKTP US GN6E74GO3	dance fitness program
BAHLMAN	27.98	AMZN MKTP US NM4LN4FG3	dance fitness program
BAHLMAN	75.99	AMZN MKTP US 9A9HG5MI3	operating
BAHLMAN	366.72	AMZN MKTP US QH8TQ0TQ3	dance fitness program
BAHLMAN	39.90	AMZN MKTP US WP2IP9D83	dance fitness program
BAHLMAN	235.39	AMZN MKTP US D34VZ8IP3	dance fitness program
BAHLMAN	125.76	AMZN MKTP US HB9UY3KS3	operating
BAHLMAN	110.00	AMZN MKTP US A61PN2303	operating
BAHLMAN	111.97	AMZN MKTP US N051A3K43	operating
BAHLMAN	199.86	SAMSCLUB.COM	food merch
BAHLMAN	859.98	SAMSCLUB.COM	operating tree
BAHLMAN	776.45	INNOVA DISCS	merchandise
BAHLMAN	35.32	AMAZON.COM BV2H19NI3	operating
BAHLMAN	52.35	AMAZON.COM AJ0IX4J53	operating
BARLOW	856.38	OAK HARBOR FREIGHT	Freight return of 6 inch parts for BC beach
BARLOW	285.00	CA-NV SECTION, AWWA	Backflow testing AWWA
BARLOW	81.71	THE HOME DEPOT 3312	Three way valve repair
BARLOW	205.06	THE HOME DEPOT 3312	Wetlands construction supplies
BARLOW	54.26	THE HOME DEPOT #3312	truck supplies
BELOTE	665.35	EBAY O 19-10723-93797	
BELOTE	149.88	EBAY O 27-10749-33304	
BELOTE	129.99	EBAY O 07-10762-26841	
BELOTE	30.00	MSFT E0100POL8T	
BELOTE	210.00	DUO COM	
BELOTE	3,240.00	DUO COM	
BLDG	116.13	PROLIGHTING	Mountain Golf
BLDG	55.81	TRUCKEE-TAHOE LUMBER-TAH	window in admin offices
BLDG	144.00	SLAKEY BROTHERS	Mountain golf computer board.
BLDG	207.60	MASTERCRAFT HARDWOOD	Window in admin offices
BLDG	77.94	THE HOME DEPOT #3309	Tennis gutters
BLDG	46.28	ACTION/NORTHSHOREDOOR	Remote for treatment
BLDG	67.00	SLAKEY BROTHERS	Mountain golf furnace
BLDG	75.02	THE HOME DEPOT #8560	Ski floor caulking
CLOUTHIER	29.99	OPENSNOW & OPENSUMMIT	Opensnow subscription
CLOUTHIER	165.00	SQ SIERRA NEVADA GCSA	Jeff dues 2024
CLOUTHIER	325.73	THE HOME DEPOT 3304	T posts for staking aroiund greens
CLOUTHIER	291.61	THE HOME DEPOT 3304	T posts for staking around greens
DUNBAR	64.44	ONEBOAT INC	web ad TWSA
DUNBAR	64.43	ONEBOAT INC	Bearsmart web ad
DUNBAR	618.56	ONEBOAT INC	Tahoe.com winter magazine TWSA ad
DUNBAR	119.08	MERRELL.COM	winter work boots - dunbar
DUNBAR	(9.09)	MERRELL.COM	credit - sales tax removal - boots - Dunbar
DUNBAR	60.00	DOMAINSDONERIGHT LLC	twsa web domains
DUNBAR	100.00	CA-NV SECTION, AWWA	MD water efficiency renewal
DUNBAR	5.00	GOTOCOM GOTOMEETING	monthly toll free
FEORE	362.31	RALEY S #113	Supplies for Wellness Event
GOUGH	(148.43)	OTTERBOX/LIFEPROOF	Phone case Parks
GOUGH	(148.43)	OTTERBOX/LIFEPROOF	Phone case Beaches
GOUGH	367.10	SP TRUEWERK	UNiforms PPE beaches
GOUGH	367.10	SP TRUEWERK	Uniforms PPE parks
HERRON	186.10	AMAZON.COM P429C93G3	
HERRON	16.52	AMZN MKTP US S12CA1DS3	
HERRON	46.94	AMZN MKTP US BQ0CD4573	
HERRON	47.88	AMZN MKTP US PU2DF4ZG3	
HERRON	17.98	AMZN MKTP US 7E99M0673	
HERRON	17.98	AMZN MKTP US 9N0BK0UM3	

User Last Name	Amount	Merchant Name	Description
HERRON	(24.07)	AMZN MKTP US	
HERRON	(22.87)	AMZN MKTP US	
HOOPES	349.00	IHIRE, LLC	Online job Sr Accountant
HOOPES	166.33	ZIPRECRUITER, INC.	Online Job Mgmt Analyst Safety Specialist CollDist OIT I-II
HOOPES	166.33	ZIPRECRUITER, INC.	Online Job Mgmt Analyst Safety Specialist CollDist OIT I-II
HOOPES	166.34	ZIPRECRUITER, INC.	Online Job Mgmt Analyst Safety Specialist CollDist OIT I-II
HUBELE	132.02	CROSBY'S TAVERN	Employee recognition lunch
HUBELE	184.94	HOMEDPOT.COM	On call condo blinds
IVGID	0.15	CROSS BORDER TRANS FEE	
IVGID	28.74	INCLINE VILLAGE GRO	
IVGID	3.87	SCREENCLOUD	
IVGID	0.04	CROSS BORDER TRANS FEE	
IVGID	3.87	SCREENCLOUD	
IVGID	3.87	SCREENCLOUD	
IVGID	0.04	CROSS BORDER TRANS FEE	
IVGID	3.87	SCREENCLOUD	
IVGID	15.48	SCREENCLOUD	
IVGID	0.04	CROSS BORDER TRANS FEE	
IVGID	0.04	CROSS BORDER TRANS FEE	
IVGID	0.04	CROSS BORDER TRANS FEE	
IVGID	3.87	SCREENCLOUD	
IVGID	3.12	CROSS BORDER TRANS FEE	
IVGID	312.00	SCREENCLOUD	
IVGID	196.61	THE WEBSTAIRANT STORE INC	
LAVERY	15.00	DOMAINSDONERIGHT LLC	Domain Renewal - SkiDiamondPeak.com
LAVERY	758.57	ADOBE INC.	Adobe PDF Licenses - Monthly
LAVERY	1.99	GOOGLE GOOGLE STORAGE	Google ONEDrive Storage - Monthly
LAVERY	15.00	DOMAINSDONERIGHT LLC	Domain Renewal - InclineGolf.com
LAVERY	22.17	DNH GODADDY.COM	IVCBVetsclub Domain
LAVERY	49.00	LIVESTREAM.COM	Livestream - Monthly
LAVERY	315.00	ALCHEMER LLC	Alchemer - Collaborator License
LAVERY	491.25	ALCHEMER LLC	Alchemer - Pro License
LAVERY	20.00	ZOOM.US 888-799-9666	Zoom Webinar License - Rec - Per Shelia
LAVERY	20.00	ZOOM.US 888-799-9666	Zoom Webinar License - Rec - Per Shelia
LAVERY	289.00	ZOOM.US 888-799-9666	Zoom webinar and host licensing
LAVERY	22.17	DNH GODADDY.COM	InclinedTowed.com Domain
LAVERY	23.00	EIG CONSTANTCONTACT.COM	Constant Contact - Monthly
LEIJON	(99.95)	COSTCO WHSE #0127	refund on trail candy
LEIJON	67.52	SP RIDESWFT	Bike Parts for Beach E-Bikes Beach Ambassador and Host Transportation
LEIJON	95.00	AMZN MKTP US QF5UZ8603	Amazon Candy Cane Lane Candy canes - to be reimbursed by ITF
LEIJON	106.97	AMZN MKTP US 235BI3DR3	Amazon Candy Cane Lane decor - to be reimbursed by ITF
LEIJON	16.95	AMZN MKTP US BN4N83B23	Amazon Candy Cane Lane decor - to be reimbursed by ITF
LEIJON	73.75	DOLLAR TREE	Amazon Candy Cane Lane decor - to be reimbursed by ITF
LEIJON	223.29	AMZN MKTP US L689S67Z3	Amazon Candy Cane Lane decor - to be reimbursed by ITF
LEIJON	227.96	AMZN MKTP US UW4L93RM3	Amazon Candy Cane Lane decor - to be reimbursed by ITF
LEIJON	99.95	COSTCO WHSE #0025	Amazon Candy Cane Lane decor - to be reimbursed by ITF
MOORE	168.60	COSTCO WHSE #0025	Rec Center Coffee Service
MOORE	10.99	COSTCO WHSE #0025	Senior Programs
NELSON	26.32	UBER TRIP	Uber Trip for Diana, Teri and Myself to/from Airport GL: 20002297-7685
NELSON	15.97	UBER TRIP	Uber Trip for Diana, Teri and Myself to/from Airport GL: 20002297-7685
NELSON	774.24	HILTON GARDEN INN	GL 20002297-7685
OLSEN	74.99	FAMOUSFOOTWEAR#2332	Shoes/ Uniform
PHILLIPS	132.48	WWW.UTVDIRECT.COM	Gator plex barrier Parks
PHILLIPS	132.47	WWW.UTVDIRECT.COM	Gator plex barrier Beaches
PHILLIPS	1,353.81	AMERICAN BIO SAFETY	Chlrine splil kits Aquatics
PHILLIPS	79.00	APPOINTMENT-PLUS/STORMSOU	Scheduking software
PRIOR	3,963.00	TELEDYNE INSTRUMENTS INC	purcahsed for Bryan Kambitsch
RAYMORE	54.99	ADOBE INC.	Adobe Creative Cloud monthly licensing fees - marketing manager
RAYMORE	54.99	ADOBE INC.	Adobe Creative Cloud monthly licensing fees - photo video coordinator
RAYMORE	120.00	MAILCHIMP MISC	Monthly Mailchimp email marketing fees - Parks Rec share
RAYMORE	67.00	MAILCHIMP MISC	Monthly Mailchimp email marketing fees - Champ Golf share
RAYMORE	33.00	MAILCHIMP MISC	Monthly Mailchimp email marketing fees - Mt Golf share
RAYMORE	20.00	MAILCHIMP MISC	Monthly Mailchimp email marketing fees - Tennis share
RAYMORE	20.00	MAILCHIMP MISC	Monthly Mailchimp email marketing fees - transactional email supplement
RAYMORE	29.99	ADOBE STOCK	Monthly Adobe Stock licensing fees for royalty-free images, music, etc.
RAYMORE	29.99	DRONELINK	Monthly Dronelink software licensing fees for aerial drone mapping software
REAM	13.70	ROBERTO'S TACO SHOP	food for tradeshow Avalanche Reno
REAM	107.95	BING BANNERS	banner for ski ride center
REAM	54.99	ADOBE 800-833-6687	Monthly adobe license
RECTOR	75.00	OWPSACSTATE	OIT Training, J. Malsam
RECTOR	60.00	PY W & T GRAPHIX SCREEN	Uniforms, Engineering
RECTOR	60.00	PY W & T GRAPHIX SCREEN	Uniforms, Fleet
ROBB	110.00	NV ENVIRONMENTAL PROTECT	OIT Operator in Training Exam Application - Patrick Dreehan - Meter Tech
ROBB	2.75	WF4NVENVIROP SERVICE FEE	OIT Operator in Training Exam Application - Patrick Dreehan - Meter Tech

User Last Name	Amount	Merchant Name	Description
ROBB	99.00	TBL WATER AND WASTEWA	Water Distribution Operator Certification Classes for Meter Tech - Patrick Dreelan
RYDD	111.16	AIRGAS LLC - WEST W153	Welding rods
SANDERS	799.00	SP FORENSICSDETECTORS	Low level ozone detector for Burnt Cedar Safety
SANDERS	246.66	MATCO TOOLS	Burnt Cedar low LB torque wrench for Ozone Valves
SKI	9.99	RADWELL INTERNATIONAL	
SKI	20.01	RADWELL INTERNATIONAL	
SKI	200.00	PSIA WESTERN DIVISION	Western Webinar - Joesph Thompson
SKI	200.00	PSIA WESTERN DIVISION	Western Webinar - Emily McCusker
SKI	19.99	ADOBE INC.	Document editing
SKI	19.99	ADOBE INC.	Document editing
SKI	271.97	EMERGENCY MEDICAL PRODUC	Supplies
SKI	210.75	HOMEDEPOT.COM	Supplies
SKI	1,049.85	GMEGME SUPPLY	Headlamps
SKI	1,406.36	EBAY O 03-10826-28576	Cutler Hammer
SKI	25.00	TAHOE FOREST SYMPOSIUM	Zach Dugan
SKI	25.00	TAHOE FOREST SYMPOSIUM	Brett Tobin
SKI	419.04	HOMEDEPOT.COM	Supplies
SKI	25.00	TAHOE FOREST SYMPOSIUM	Kevin Howard
SKI	90.96	HOMEDEPOT.COM	Supplies
SKI	25.00	TAHOE FOREST SYMPOSIUM	Kathrine Rieger
SKI	25.00	TAHOE FOREST SYMPOSIUM	Matt Arigo
SKI	25.00	TAHOE FOREST SYMPOSIUM	Erik Holmes
SKI	25.00	TAHOE FOREST SYMPOSIUM	Aaron Kissel
SKI	25.00	TAHOE FOREST SYMPOSIUM	Grace Kinney
SKI	25.00	TAHOE FOREST SYMPOSIUM	Winston Pretti
SMITH-LA FATA	34.91	CURB LV TAXI LUCKY	WMBA Airport Transport
SMITH-LA FATA	3.00	UBER TRIP	WMBA Airport Transport
SMITH-LA FATA	64.00	RENO-TAHOE AIRPORT AUTH	WMBA Airport Parking
SMITH-LA FATA	16.99	UBER TRIP	WMBA Airport Transport
SMITH-LA FATA	789.12	RENAISSANCE HOTEL LV	Wedding MBA Conference / Accommodations / Events Coordinator
SMITH-LA FATA	789.12	RENAISSANCE HOTEL LV	Wedding MBA Conference / Accommodations / Sales Events Coordinator
STEPHENS	77.00	THE HOME DEPOT #8560	Burnt Cedar concrete seal.WRRF Garage Doors Lube
STEPHENS	100.74	THE HOME DEPOT 3312	Shade for lab office
STEPHENS	44.79	BEST MATERI	Burnt Cedar Chlorine Tank Access Door Latch
STEPHENS	252.28	THE HOME DEPOT 3312	Wetland supplies
STEPHENS	(50.95)	THE HOME DEPOT #3312	return of unused materials
VANDENBURG	28.95	PANDORA.MOODMEDIA.COM	
VANDENBURG	28.95	PANDORA.MOODMEDIA.COM	
VANDENBURG	28.95	PANDORA.MOODMEDIA.COM	
VANDENBURG	269.58	YELPINC 855-380-9357	
VIDRA	34.99	SCHEDULICITY8775820494	HHW and E-Waste Appointment scheduling program.
YOUNGBLOOD	65.00	CMC 2933 CARSON CITY	CDL Physical
YOUNGBLOOD	65.00	CMC 2933 CARSON CITY	CDL Physical

Total 41,729.21

MEMORANDUM

TO: Board of Trustees

FROM: Sara Schmitz, Chair

SUBJECT: Review, discuss and accept the submitted responses to the Townhall questions

DATE: January 1, 2024

Recommendation:

The board makes a motion to accept the submitted responses to the Townhall questions.

Background:

The board responded to several questions submitted by members of our community at the Townhall meeting held in October 2023. The board received far more questions than could be responded to in the time allotted for the Townhall. Therefore, the board committed to responding to the remaining unanswered questions. The attached document contains the combined responses from the Trustees who chose to respond. This completes the activity related to the Townhall questions.

IVGID Town Hall Questions

Answered by the Board of Trustees

- 1) Trustee Noble – is your service on this Board what you thought it would be when you were elected? If yes, how so. If no, please elaborate.
 - **Trustee Noble:** Opting not to respond.
- 2) Trustee Tulloch – your sense of humor has been found to be offensive – what are you doing to correct this behavior?
 - **Trustee Tulloch:** I am unaware of any such “finding” so unable to comment.
- 3) At least 7 senior manager jobs have been vacated in a year. Why are we investigating fraud, when the apparent reason is micromanagement by Trustee Schmitz and Tulloch?
 - **Trustee Schmitz:** The senior managers departed in 2023 were the General Manager, who chose not to have his public performance review and instead accepted a separation agreement, the Director of Finance, the Director of Public Works and the Director of Golf. It is not uncommon for senior management change when the CEO/GM level person departs.
- 4) Trustee Schmitz – is it true that you authorized the purchase of pickle-ball ball tossing machine that wasn't in the budget for this year?
 - **Trustee Schmitz:** I have no authority to authorize any purchase. Only the board, at a public meeting, has the ability to direct staff. As the Pickleball Liaison, I updated Interim GM Bandelin about the committee's ROI analysis of the pickleball machine. If anything has been authorized, it would have been at the request of Interim GM Bandelin. Given, based on the ROI analysis, the revenue from the machine rental will surpass the cost of the purchase resulting in an increase to the bottom line financials within one fiscal year.
- 5) How can Ms. Schmitz tout her fiscal responsibility when she loses a 25.9 million dollar grant, she's looking to spend half a million dollars in hiring a new GM, and she's complaining that the recall may cost the District \$100,000.00? Resign already!

- **Trustee Schmitz:** There was never a \$25M grant. There was never a vote on a \$25M grant. The MOU dated January 2022 stated there was no financial commitment nor a commitment to complete the project. The only grant was for \$2.4 for design and preconstruction services with no commitment to complete the project. The contract had a termination clause that stated the board could “cure” any issues, however the Board took no action. The details of the project can be read in the meeting minutes from October 24, 2022.

The District is not paying \$.5M to hire a new GM. At the board meeting on August 30th, the board approved a not-to-exceed budget for the GM recruitment of \$50,000.

- 6) Trustee Schmitz please tell us about your plans for the Recreation Center expansion and how you plan on putting together a funding source?
 - **Trustee Schmitz:** This is a board decision. The first step, which is in progress, is for the board to conduct a community survey. This is needed to determine if priorities identified in the 2019 Master Plan are still the priorities of the community today. The District has over \$12M in EXCESS Community Services fund balance and could use some or part of this and/or the board could decide to bond an expansion project. The expansion would be for community priority needs such as the possibility of an additional gymnasium, expanded weight room, expanded cardio/fitness space, etc.
- 7) Why did Vice-Chair Schmitz unilaterally shut down the months of work by the Dog Park Committee and choose the Village Green for the preferred sight for the Park which was in direct conflict with a large majority of the Community?
 - **Trustee Schmitz:** This is a board decision. At the board meeting, the dog park committee was heading down the path of conducting a survey and making plans for a property the District does not own. It remains unclear if or when the US Forest Service land across from the high school will ever be transferred to the District. If the committee’s goal is to build a dedicated dog park, the District shouldn’t spend money and develop plans on property the District doesn’t control.
- 8) Why does Vice-Chair Schmitz continue to engage in the daily operational activities at the Beaches and various other venues of the District when her job as Trustee is to provide input to the General Manager through the Board deliberative process? No Trustee has the authority to demand reports, dictate operations or interfere in the day-to-day activities of the District.

- **Trustee Schmitz**: No Trustee has any authority to direct anything, I regularly visits the beaches which is why I was appointed as the Beach Liaison.
- 9) In recent audit meeting, Trustee Schmitz acknowledged that board involvement in staff work was not allowed. Yet she continually does it. What is the remedy?
- **Trustee Schmitz**: Trustees speak with staff and at times have a responsibility to speak with staff when it pertains to upcoming board decisions. Chair Dent has explained the process in another question. I participate in many District activities such as Conversation Café, the Veterans Club, Incliners, pickleball and various programs at the Rec Center and volunteer to ski instruct as part of the Seniors Programming at Diamond Peak.
- 10)**Question for Sara Schmitz**: Why do you think there has been a mass exodus of senior IVGID management during the past 12 months under your tenure as a board member?
- **Trustee Schmitz**: (See Question #3)
- 11)**Question for Sara Schmitz**: You are known for “Micromanaging IVGID Staff”. Have you had the opportunity to reflect on how your actions have adversely affected IVGID staff? Do you take responsibility for your actions and how your excessive micromanagement has contributed to the lowest employee morale and the emergence of a toxic work environment for IVGID employees?
- **Trustee Schmitz**: As stated by Chair Dent, the work environment is the responsibility of the senior management team. The board does not get involved with the management, oversight nor leadership of staff. If there were issues with a Trustee, the Chair and Legal Counsel would address the issue.
- 12)**Question for Sara Schmitz**: You continually say that you don’t know that you had to vote yes on both initiatives regarding the David Duffield Foundation Grant. Why do you continue to deflect this? In the last Channel 4 News report it was clear that GM Winquest spoke to every trustee reiterating that the donation required unanimous support. Will you ever take responsibility for the loss of the \$26 million dollar grant?
- **Trustee Schmitz**: There was never a \$25M grant. See Question #5
- 13)**Question for Sara Schmitz**: Trustee Schmitz, you alone are responsible for the loss of the \$26 million dollar grant from the Duffield Foundation. You and Trustees Dent and Tulloch spearheaded a campaign to remove GM Winquest. Which is costing the district \$250,000 to pay out his remaining contract. If we

make it to a special election the cost to the district will likely be \$100,000. Have you thought about resigning to save the district the additional expense?

- **Trustee Schmitz**: No. I was elected to serve and will continue to do so with integrity and transparency.

14) How did the Board handle the complaint by staff that Trustee Schmitz had inappropriately interfered with staff handling her neighbor's beach pass privileges?

15) Why Does Vice-Chair Schmitz continue to lie regarding the Duffield Foundation Grant when she, herself, admitted in hindsight, that she made a mistake when questioned by Channel 4?

- **Trustee Schmitz**: See Question #5

16) Sara, how did you come up with the girls' only gym? Totally wrong for the Duffield Donation.

- **Trustee Schmitz**: See Question #17

17) Sara – Why are you claiming the Duffield Donation was for a girl's only addition – Total fabrication of the generous offer you solely rejected?

- **Trustee Schmitz**: The TRPA audio from the meeting on August 4th 2022, when the gym at 1100 Ponderosa Ranch Road was approved for long term use, the representative for the project spoke only about 'girls'. I later obtained the detailed plans for the dedicated gymnastics room as part of the possible expansion project and discovered only women's equipment and space contained in the plan. Equipment for men's gymnastics is different than women's. Men's equipment includes still rings, parallel bars, high bar, and the pommel horse, none of which was in the plan nor layout. The District could never have provided a venue for a specific gender.

18) Question 18 was answered at the board meeting on 11/25.

19) Chair Dent, please explain why you did not think it was appropriate to recuse yourself from voting for Mr. Dobler's appointment to the Capital Committee.

- **Board Chairman Dent**: Already addressed this.

20) Why would Board Chair Dent refer to the recall as "fun and games" when questioned by the media? There is nothing fun or gam-like when addressing a recall of 2 Trustees!

- **Board Chairman Dent**: Yes, the recall effort was an attempt to undo the last election and politics is a game.

21)**Question for Matthew Dent:** Did you know ahead of time that Trustee Schmitz was going to vote no on the design of the Duffield project? If you did, why didn't you call for a recess, speak to the GM who in turn could have spoken to Trustee Schmitz to possibly save the \$26 million dollar donation from the Duffield Foundation.

- **Board Chairman Dent:** Please watch the October 24, 2022 meeting.

22)**Question for Matthew Dent:** When you were interviewed by Ben Margiott from Channel 4, can you tell me why you said, "It's nothing new, it's just the fun we like to have in Incline Village." Do you think it was fun when IVGID employees lost access to the beaches? Was it fun when the long term employees who must endure a toxic work environment and micromanagement?

23)**Question for Matthew Dent:** What are 3 objectives that you want to accomplish when you took office, and please share what exactly you have accomplished on each of them?

- **Board Chairman Dent:** When reelected in 2020, I wanted to improve financial reporting, internal controls, and fund burnt cedar pool, Incline Beach House, and start the Effluent pipeline project.

24)Trustee Dent – Where is the documentation from the Ethics Commission that you said you would submit to be included with the meeting minutes?

- **Chairman Dent:** Allegations were dismissed and this information was provided to the Audit Committee and reviewed during a previous meeting.

25)Question 25 was answered at the Townhall.

26)Question 26 was answered at the Townhall.

27)You have put a time certain adjournment on this agenda and did so at the last minute – why? What was your Fear? And why 8:30 p.m. when typical Board meetings go to 10 or 11 p.m.

- **Chairman Dent:** To provide expectations to my colleagues and community in advance.

28)Question 28 was answered at the Townhall.

29)Your Leadership, Chairman Dent, at meetings is deplorable as you never stop degrading comments towards Staff – Why?

- **Chairman Dent:** This was discussed a previous Board meetings and we follow legal counsel's guidance on this.

30) Trustee Schmitz – you have a rather colorful history with the Blackhawk community in Northern California – would you like to take this opportunity to enlighten us? Give us your side of the story?

- **Trustee Schmitz**: I have no idea what this question is about.

31) Why did Chair Dent refuse to honor the request of two of his fellow Trustees to delay the first Town Hall until five of the Trustees could be present? “Meeting dates are set on Wednesdays” is not an adequate answer as set dates have been changed by this Chair several times during his tenure.

- **Chairman Dent**: This was addressed at the Townhall.

32) Mr. Dent, do you have any respect or regard for your fellow trustees? What you have done scheduling this meeting is quite bothersome. We know this was Trustee Tonking’s idea that you stole to use for your political wellbeing which is a joke. Do you think it may have been more advantageous if you waited until the entire BOT was available, not only out of respect for your co-trustees but for your community members who you’ve been elected to SERVE? Do you think it was wrong to form by vote a golf advisory committee without trustee Noble there?

- **Chairman Dent**: This was addressed at the Town hall.

33) Why would Board Chair Dent allow this meeting to take place when one of the Trustees, Tonking, was unavailable and had given prior notice over a month ago? And Trustee Tonking was a staunch advocate to hold Townhalls as evidence in her campaign literature.

- **Chairman Dent**: This was addressed at the Town hall.

34) Why are you holding this forum when Trustee Tonking is out of town and this was her item? Isn’t that rude and disrespectful?

- **Chairman Dent**: This was addressed at the Town hall.

35) Is resigning even a possibility?

- **Chairman Dent**: I was appointed in 2015 when Trustee Smith Resigned and we appointed Trustee Horan when Trustee Devine resigned. So yes, Trustees can and have resigned in the past.

36) This question is for Sara: How can you be so disrespectful of staff that have faithfully and proudly worked for IVGID longer than you’ve even lived here?

- **Trustee Schmitz**: I have no idea what this question is about.

37) Same question for Matthew and Ray. Why are you so disrespectful of staff?

38) Why are you so intent on fixing a community that isn’t broken?

39) Why do you continuously ignore most of the community members who are against what you are doing?

- **Trustee Schmitz:** Our cell phones and email address are on-line. When the board receives call or emails, individually we respond. It is unclear what is perceived as being ignored.

40) Do you thrive on power so much that you ignore how you hurt so many others?

- **Trustee Schmitz:** Staff issues are for the GM and his directors to address.

41) Question 41 was answered at the Townhall.

42) Why does Vice – Chair Schmitz continue producing her biased newsletter through her 501-(c)3 Community First Foundation and solicit for folks to remove themselves from the petitions which is in direct conflict with the rules of a non-profit engaging in political activities?

- **Trustee Schmitz:** As editor of the Incline Village Crystal Bay Community 1st posts and newsletter, the information shared is factual with links to agendas and documents for the public to review and determine their position on issues. The Mission Statement reads “[To objectively inform and educate the citizens of Incline Village/Crystal Bay for the purpose of uniting, engaging, and empowering citizens to ensure our local, county, and state governments are responsive and accountable to our community.](#)”

43) Question 43 was answered at the Townhall.

44) How did public outcry over ending the employee beach policy affect the Board’s thinking and future actions?

- **Trustee Schmitz:** Please see the letter from Special Legal Counsel at: <https://www.yourtahoeplace.com/uploads/pdf-ivgid/E.2. - Reports - Letter from Thorndal Armstrong re Beach Access.pdf>. IVGID is not a beneficiary of the beach deed. In fact, all governments are explicitly excluded per the beach deed resolutions 419 and 451 and Policy 16.1. This would be the same for Washoe County. Washoe County can’t invite their employees to the beach.
- **Trustee Tonking:** I believe the board must do a better job of including the community and making sure they understand board decisions and how the board gets there. That means some decisions may take more time than others to ensure the community is aware. Also, for me, we in general need

to do a better job of creating an environment where employees want to be and make sure we are explaining our rationale and decisions. Culture and environment come from the top.

45)How will the public outcry over putting Dobler on the long Term Assets Board affect your practices in the future?

46)Micromanagement seems to be a term that this Board doesn't understand – why not?

- **Trustee Schmitz:** It appears that “micromanagement” must mean to members of the public as holding staff accountable to implement the policies. This is oversight. Perhaps a definition should be created.

47)Where does community benefits fall in Board decisions – since many of the benefits IVGID used to provide – discounts to non-profits, access to the beach for water safety purposes, access to the golf courses for the high school golf team, ect. Have all been discontinued; who changed IVGID from community based to penny-pinching money and rules based? I don't think that was in any of the Board's campaign goals.

- **Trustee Schmitz:** There are policies that clearly provide staff direction for the use of venues by non-profits. The board was unaware of any problems administering the water safety program. The issue has been resolved and plans are in place for the water safety program in 2024.
- **Trustee Tonking:** I believe that the IVGID board should be making decisions that best address the needs and success of the community. The community and community support are vital for IVGID's existence and success.

48)Question answered at the Townhall.

49)Question answered at the Townhall.

50)Question answered at the Townhall.

51)Question answered at the Townhall.

52)The Mountain Niners are currently being “punished” due to what you conceive as a political statement, when it was intended to educate our members of the threat to golf and clubs in general. Where can we read where it says we can't inform our members about possible threats to the golf course and/ or golf groups?

- **Trustee Schmitz:** The District had no prior knowledge of the Golf Genius system email capability. This email capability and its use to promote a

political view became a concern. It is not legal to use government resources for the promotion of a political view. In addition, the District is responsible for providing public records upon request and the Golf Genius system doesn't provide the capability. Upon learning of this situation, IT and Legal Counsel changed the rules for its use. This is NOT a board decision, but one from staff.

53) Please explain the seasoning behind your decision to temporarily suspend the ability of one of the clubs to communicate with its membership. Was this a measure and rational means of displaying your disapproval or was it punitive and vindictive? Do you feel this is a good way to gain the support of a community that seems to have lost all respect for you?

- **Trustee Schmitz:** See Question #52

54) How were the Golf Advisory Committee members selected by the Board of Trustees, specifically, what was the criteria of each person?

- **Trustee Tonking:** The application requirement was placed in the newspaper. Each board member read resumes and cover letters and made the decision on who their top candidates are. The board was then asked to vote on their top candidates. When I selected my top list, I was very much looking to get a variety of viewpoints to enable a good conversations and debate. I wanted people both on and not on golf clubs, experience with both mountain and championship course, and operation and financial skills.

55) There are at least 200 woman golfers in golf clubs in Incline Village, how is it that not one woman was selected to the golf advisory board?

- **Chairman Dent:** This was addressed at the town hall, Trustee Tonking is on the golf advisory committee.
- **Trustee Tonking:** This is and was a huge concern for me.

56) Who is protecting staff from retaliation – and how – if they signed the 2023 recall petitions, since Trustee Schmitz has the list?

- **Trustee Schmitz:** The petitions are available to the public. Anyone may obtain the list. Anyone may review the financial disclosures of those whom donated to the recall effort. This is all public information. There is a no-retaliation policy within the District.
- **Trustee Tonking:** retaliation is unethical and illegal. I hope if employees ever feel they are being treated this way it is reported to HR, Legal, GM, and/or audit committee. Wherever, the staff member feels the most comfortable

57) It appears to the public that Trustee Schmitz has personal vendettas against certain employees – would you care to comment?

- **Trustee Schmitz:** There can be no ‘vendettas’ as this would violate policy.

58) Trustee Schmitz – how many times, on average, do you communicate with the Interim General Manager Bandelin?

- **Trustee Schmitz:** I communicate with Mr. Bandelin as needed. A few times a week, depending.

59) Trustee Tulloch – how many times, on average, do you communicate with the Interim General Manager Bandelin?

- **Trustee Tulloch:** Typically 1-2 times/week depending on meeting agendas/ issues raised.

60) If the wealthy on Lakeshore Drive can invite groups as guests on their property without sacrificing their property rights, why can't IVGID invite their employees?

- **Trustee Schmitz:** Please see the letter from Special Legal Counsel at: <https://www.yourtahoeplace.com/uploads/pdf-ivgid/E.2. - Reports - Letter from Thorndal Armstrong re Beach Access.pdf>. IVGID is not a beneficiary of the beach deed. In fact, all governments are explicitly excluded per the beach deed resolutions 419 and 451 and Policy 16.1. This would be the same for Washoe County. Washoe County can't invite their employees to the beach. Any property owner may bring guests to the beach, in compliance with Ordinance 7. It has nothing to do with anyone's address or financial status.

61) Why was a \$50,000 contract to give legal opinion on employee beach access signed over a month after the policy was announced to employees? And why would one legal opinion cost \$50,000?

- **Chairman Dent:** The cost was not \$50,000. The Board followed previous Boards in contracting with special counsel.
- **Trustee Tonking:** The legal firm was hired to assist in advising on various issues in regards to ordinance 7.

62) Regarding the beach deed what EXACT question was posed to special legal counsel that resulted in this new and different determination?

- **Trustee Schmitz:** Is IVGID or its employee beneficiaries of the beach deed? The answer was no.
- **Trustee Tonking:** Legal needs to address this.

63)What is this Board doing about replacing beach access that you took away from employees? And why did you do away with a terrific recruiting tool?

- **Trustee Schmitz:** The HR Director has not reported to the board any issues related to recruiting. The HR Director has also been surveying employees regarding benefits that are important to them. The board has not heard any specific requests or recommendations.
- **Trustee Tonking:** The board was presented with what I believe were a lot of great ideas from the HR Director. The board, however, gave instruction at the time to not move forward with the additional benefits given the benefit package already offered. I personally believe the board needs to reassess employee benefits due to the number of openings the district has and to stay competitive in this climate.

64)What was the intention of the Board to overturn the previous legal decision made to grant non-resident IVGID employee's beach access when it was already determined it did not violate the beach deed?

- **Trustee Schmitz:** I have no intention of placing our beaches at legal risk. They are assets to our community and their restricted access is essential to our property values.

65)In California, businesses with high value property that is sometimes used by the public, take one day a year to close off their property to protect their private property rights. Why can't IVGID simplify the beach deed problem and do the same thing? Were any discussions of alternative methods, other than banning employees from the beaches, made?

- **Trustee Schmitz:** The board cannot make changes to the beach deed.

66)Have you researched Kevin Lyons background in Governance before hiring his firm?

- **Chairman Dent:** Yes
- **Trustee Tonking:** Yes

67)When the Community speaks, do you listen?

- **Chairman Dent:** Yes
- **Trustee Tonking:** Yes
- **Trustee Schmitz:** Yes

68)Why is Trustee Tonking's request for an investigation into the high IVGID turnover rate being ignored?

- **Chairman Dent:** This is for HR to address and I am not sure what is being ignored.

- **Trustee Tonking:** I will make sure this ends up on the Long Range Calendar,

69) What is your knowledge of the 2018 Master Plan? Why would you need a survey regarding the community service's needs, when you already have this through the master plan?

- **Trustee Schmitz:** Because 2018 was a long time ago and the board should 'check in' with the community and not assume priorities from 2018 are still valid.
- **Trustee Tonking:** There has been a lot of change in our community since the 2018 Master Plan. I think it will be beneficial to ensure the community still feels the same, especially after COVID.

70) The Moss – Adams report recommended that the GM Job be split into 2 positions. Trustees from the 2022 GM evaluation continually mentioned that the GM had too little staff and too much to do. In 2022, only Sara Schmitz gave the GM an evaluation under 7. Coincidentally, Sara Schmitz was embarrassed because she caused the loss of the \$25 million Duffield Grant in the fall of 2022. How did we go from these facts to pushing out the GM, paying for an extra year's salary for him, paying a recruitment company \$50,000 and approving an Assistant for the GM? Why did the Board Allow Sara to retaliate against the GM at these huge costs to IVGID community?

- **Trustee Schmitz:** The board has not allowed anything inappropriate to transpire.

71) Why is the majority of this Board willing to spend close to \$500,000 in search and hire of a new GM, who will have zero knowledge of the District, when we had a very capable and well liked GM already in the position?

- **Trustee Schmitz:** The contract is not-to-exceed \$50,000, not \$500,000.

72) We have a community member who is verbally abusing staff. The Board is aware of it, so when is this Board going to address it, or are they just going to continue to ignore it and hope it goes away?

- **Trustee Schmitz:** This is the responsibility of Management.
- **Trustee Tonking:** The board needs to protect first amendment; however, we are also responsible in ensuring that our staff are working in safe environment. We need to continue to work with legal and address our policies.

73)The Board had a General Business item to appoint liaisons to the venues and then without a General Business item you “fire” Trustee Tonking and appoint Trustee Schmitz – I don’t think that was legal – would you care to comment?

- **Trustee Schmitz:** It was mutually agreed upon.

74)Has any Trustee filed a Voter Integrity Complaint in the last 6 months? If yes, was it more than one and what was the subject matter?

- **Trustee Schmitz:** I’m aware of none.
- **Trustee Tonking:** I have not

75)After the issues with the application and selection of the Capital Improvement Committee, why would the Board suggest any future committee could self-appoint and not follow the vetting process that the Board has previously approved?

- **Chairman Dent:** We suggested the CIC Chair to ask the next in line to join the committee. This follows previous Board practice with appointing Trustees or committee members.
- **Trustee Tonking:** I do not believe any board committee should be able to self-appoint. This would not allow equal access to the community to be involved.

76)How did the Board handle the resignation of Mr. Homan from the audit committee, where he cited ethical problems and interference by Trustee Schmitz?

- **Trustee Schmitz:** I am unaware of any ‘interference’.

77)Who decided to change 50 years of practice and not have the GM at the Board meeting with the Trustees – and when was it decided – since it was implemented before the new Board was installed and elected officers?

- **Chairman Dent:** This has been addressed at the town hall.
- **Trustee Tonking:** I am unsure how this decision was made. It was not a vote of the board but I believe it is a decision the Chair can make.

78)Since in 2021 & 2022 Trustees Tulloch, Schmitz, and Dent were all either Trustees, on the Audit Committee, why suddenly in 2023, is there a big problem with the Finance Department and the concern about fraud?

- **Chairman Dent:** There has been concern for many years about improper reporting.

- **Trustee Tulloch:** Several of the issues currently under review were previously raised by the Audit Committee but disregarded by the previous Board. It also appears now that information – such as the repeated failures to perform monthly banking reconciliations – were withheld from the Audit Committee and the Board
- **Trustee Schmitz:** The Audit Committee’s recommendations from this time were overruled by the Board.

79)How was the GM protected from retaliation by Trustee Schmitz for protecting employees from her ongoing interference?

- **Trustee Schmitz:** Answered with similar questions.

80)Some vocal parcel holders want to dismantle IVGID completely. Given the numerous management vacancies, continual micromanagement, and inability for staff to get things done, it seems like the Board is bringing this parcel holders wish to fruition. How do you respond to this concern?

81)What do you think the Public should think when Cliff Dobler boasts, “I own the Board”?

- **Trustee Schmitz:** No one “owns” anyone. People can make outrageous comments for which the board has no control nor responsibility for.

82)How did public outcry over the departure of the GM affect your actions in this event? How did you encourage him to stay?

- **Trustee Schmitz:** He was encouraged to stay and have his public performance review.

83)This question was answered at the Townhall.

84)This question was answered at the Townhall.

85)This question was answered at the Townhall.

86)The Board is Responsible for providing a Safe working environment for employees – and Board members are not allowed to interfere or involve themselves with the staff – but only interact with the GM. Why is it that employees continue to complain about inappropriate behavior by parcel holders and interference by certain board members and seemingly nothing is done?

- **Trustee Schmitz:** It is management’s responsibility to ensure policies are adhered to, to protect employees.

87)How is this Agenda item Clear and Complete, which is required by NRS? You are in direct OML violation by continuing.

- **Chairman Dent:** The agenda was approved by general counsel.

88)Why doesn't the Board talk about the ongoing IVGID management vacancies – but authorizes layer after layer of audits and consultants?

- **Trustee Schmitz:** The board and senior staff work together to determine priorities in an open, public meeting.

89)While the board has not discussed venue privatization and contracting out venues, people financially supporting your campaigns have. Board decisions also seem to have been made prior to any board meeting, indicating some back-door discussions are happening. How can the public be guaranteed that privatization or contracting out venues will not be done?

- **Trustee Schmitz:** There are no 'back door' discussions. That would violate OML. Two Trustees may discuss, however they cannot confer with a third Trustees if it pertains to any action to be taken by the board.

90)Why are we ignoring actual recreational needs, such as fixing the tennis courts and instead, spending so much money on audits, when there is no evidence of any problems except lack of staff?

- **Chairman Dent:** We are not ignoring recreational needs. Staff budgets priority projects each year, the tennis courts are on the 5 year CIP. We have a short season for construction and other projects are In front of the tennis courts currently.

91)This question was answered at the Townhall.

92)This question was answered at the Townhall.

93)This question was answered at the Townhall.

94)This question was answered at the Townhall.

95)This question was answered at the Townhall.

96)This question was answered at the Townhall.

97)This question was answered at the Townhall.

98)If the gymnastics structure were built in the future, what are the estimated costs for maintenance and upkeep?

- **Trustee Schmitz:** This information wasn't provided to the board.

99)How can you possibly say you are transparent when you do things that are so under the rug and secretive, only disclosing after the fact?

- **Chairman Dent:** Answered at the town hall.

100) Why did the Board of Trustees think they had a right to infringe on the 14th Amendment of the US Constitution by questioning LLC's as a legal of title? Isn't this discrimination and way outside of the Trustees purview and jurisdiction?

- **Trustee Schmitz:** Staff and legal counsel took a pause to review and ensure the process for card administration was in alignment with Ordinance 7.

101) This question was answered at the Townhall.

102) When a Trustee is overstepping their boundaries and there are boundaries, what actions are taken to remedy the situation?

- **Trustee Schmitz:** Already answered.

103) This question was answered at the Townhall.

104) The Chair should ensure the Board effectively governs IVGID and that trustees work well together. How does he think this is going?

- **Trustee Schmitz:** He's doing a great job through challenging times. The chair can't control other Trustees signing of a recall petition. The signing hasn't improved the working relationship between Trustees.

105) The Board had a General Business item to appoint the venues and then without a General Business item, you "fire" Trustee Tonking and appoint Trustee Schmitz – I don't think that was legal – Would you like to comment?

- **Trustee Schmitz:** This change was discussed and mutually agreed upon.

106) Why is the Board focus always on finances – not recreational benefits? For example, the Board recently bemoaned that the beach goers only spent \$2.50... as if the goal was for Beach goers to spend \$25. Isn't the purpose to let parcel holders use the beach, not for IVGID to extract the most money it can from us. Do any of the Board members actually use the facilities – or do you just see potential profit centers everywhere? What do you think the public should think when Cliff Dobler Boasts, "I own the Board"?

- **Trustee Schmitz:** The board has a fiduciary responsibility to oversee the District's finances. Your comment about \$2.50 and \$25 is unclear. The board hasn't talked about this, so it is unclear what you're referring to. No one owns anyone and we have no control over what others say.

107) Who decided to ignore the longstanding, pyramid policy for cost reimbursement, where pricing is based on 0, 25%, 50%, and 75% of cost based on community versus personal benefits? The practice has been that the basic \$650 annual recreation fee pays for most of the package of recreational venues, with additional charges added based on a pyramid approach. This approach is

how Incline properties have been marked=ted and sold since the early 1970's. Who decided to flip the pricing so the individual fees are first, with the basic annual fee optional?

- **Trustee Schmitz:** The pyramid is not being ignored. It has been in the past, however this board is working to bring clarity as to how it is applied consistently across the venues and programs for this upcoming budget.

108) This question was answered at the Townhall.

109) This question was answered at the Townhall.

110) Why are there no women on the Golf advisory committee?

- **Trustee Schmitz:** Trustee Tonking is the chair of the committee. As a board we can't discriminate based on gender and selected who the board felt had the best ability to move the District forward in a positive manner.

111) Why did the Board of Trustees select the Village Green as the location for a dedicated dog park without consulting the community?

- **Chairman Dent:** The GM's dog park committee selected this location given the limited locations in town.
- **Trustee Tonking:** There will be a community survey.

112) This question was answered at the Townhall.

113) This question was answered at the Townhall.

114) This question was answered at the Townhall.

115) This question was answered at the Townhall.

116) This question was answered at the Townhall.

117) It seems that in addition to making repetitive, generally negative comments at each board meeting, some parcel holders also submit endless public request documents, endless emails, make phone calls, have meetings with Board members, and finance campaign costs to push their point of view. This is happening while people who come and make statement at the public meeting seem to be ignored. How should this problem be resolved?

- **Trustee Schmitz:** You appear to be making many generalizations and assumptions. First, people have the right to free speech during public comment at meetings. To assume some are listened to and others isn't a valid assumption. In addition, the public has rights to obtain public documents. We have a new policy that if a request consumes time, they may be charged. Anyone can contribute to a campaign and it gives them no right or ability to control anything. Making assumptions and reaching a conclusion may not be valid.

118) This question was answered at the Townhall.

119) Are you or someone else prescreening the submitted questions and if yes, why?

- **Chairman Dent:** No, the questions were not altered.

120) This question was answered at the Townhall.

121) This question was answered at the Townhall.

122) This question was answered at the Townhall.

123) This question was answered at the Townhall.

124) This question was answered at the Townhall.

125) This question was answered at the Townhall.

126) This question was answered at the Townhall.

127) This question was answered at the Townhall.

128) This question was answered at the Townhall.

129) This question was answered at the Townhall.

130) This question was answered at the Townhall.

131) Townhall

132) Townhall

133) Townhall

134) The Board of Trustees is responsible for the oversight if the Districts financial reports and the systems of internal controls. When do you hold yourself accountable for the issues happening within IVGID?

- **Chairman Dent:** Internal Controls are the GM's job responsibility.

135) Townhall

136) Townhall

137) Townhall

138) Townhall

139) Townhall

140) There has been discussion to allow new senior managers to work remotely in order to fill vacancies. What are the tangible costs of having remote executives? Why were no efforts made to retain existing executives?

- **Chairman Dent:** Addressed this at the town hall.

141) Answered at 11-25 meeting.

*** In no particular order the questions below were submitted on or before October 11, 2023, the night of the Town Hall and were previously addressed during the Town Hall/ Forum and during the Board of Trustees meeting of 11/25/2023 are noted.**

***Submitted via email**

1) Question for Trustee Schmitz

Trustee Schmitz, why did you propose a 100 cost recovery target for the Champ Course when many residents besides golfers use the course, especially in the off-season, for dog walking, cross country skiing, snowshoeing, sledding, and level-ground hiking; and when every property owner in IV/CB benefits in terms of maintaining their property values by having this course in our community?

GreenPlay, the inventors of the Cost Recovery Pyramid, would suggest that when a venue benefits such a wide swath of the community, and has a short operational window for revenue generation, the cost recovery target should be significantly less than 100%.

- 2) What exactly is a general improvement district ("GID")? Not the verbiage contained in NRS 318.075 (a "body corporate and politic and a quasi-municipal corporation") which few understand but rather, what exactly is it?
- 3) How exactly do GIDs differ from other "governmental subdivision(s) of the State of Nevada?"
- 4) What powers do GIDs possess, and how are they limited by Dillon's Rule, if at all?

- 5) How do those powers differ from those permissibly exercised by other general governments?
- 6) Where does one go to get answers to these questions other than reading the NRS for him/herself?
- 7) Is IVGID exceeding its permissible powers?
- 8) If so, what remedies exist to address IVGID's exercise of excess permissible powers?
- 9) What is the status of the search for the IVGID General Manager and what is the targeted date for onboarding the successful candidate? It would be helpful for the Board to periodically update the community as the process continues.
- 10) What is the status of the preparation of the District Strategic Plan for the period of 2023/2024 through 2024/2025 and is it intended to be completed prior to the appointment of a new General Manager or subsequent to his/her onboarding?
- 11) Has the Board defined expected revenue for each of the recreational facilities so that performance against objectives (Performance against Plan) can be evaluated? Without expected metrics, how can performance be accurately and fairly defined?
- 12) Has the Board and its counsel evaluated how the current agenda format limits public participation by virtue of having public comment before an agenda item is raised. The current format has, for many interested parties, significantly limited public participation because reports from Board and Staff have been embargoed until the agenda topic is opened. An obvious example is the April meeting of the BOT where the report outlining golf operations and possible changes was not released to interested parties despite having it ready at the sign-in table?
- 13) Is it true that some or any of the members of the Board of Trustees have discussed the elimination of the organized golf clubs that currently use the Incline Village golf courses? If so, why?
- 14) Is it true that some or any of the members of the Board of Trustees or their Staff have discussed the possibility of selling any of the IVGID recreational venues to private investors or private operators? If so, why, when and in what context?
- 15) There have been rumors regarding the closer of the Mountain Course. What are the current views of the Trustee' regarding the Mountain Course?

16)I understand that there are a couple of financial audits either being conducted or contemplated based on details provided by the Acting Director of Finance regarding the state of IVGID finances.

What are the status and any interim findings of these efforts?

17)With the current turmoil created by the recall hopefully concluding, what are the next steps, and if the vote is unfortunately for recall, what are the selection process for new board members?

18)Will Washoe County charge us for the cost of the recall special election?

19)What is the status of the Recreation Center, remodel, or expansion?

20)Is the Château undergoing a process of remodel or expansion?

21)Will there be some revisiting and possibly changes to the some of the extensive changes to our all-you-can play passes for the golf course?

Particularly the unreasonable increase in couples pass costs and very limited play on weekends for all-you-can-play passes.

22)"Given that members of the BOT, members of the Audit Committee, and the surviving IVGID finance people see no evidence of fraud, theft, embezzlement or malfeasance in IVGID's conduct, why in the world is the Board authorizing spending \$30,000 to \$150,000 for a forensic audit?"

I quote from investopedia.com

During a forensic audit, an auditor seeks to derive evidence that could potentially be used in court.

A forensic audit is used to uncover criminal behavior such as fraud or embezzlement.

23)There seems to be some statements made around golf club members getting special golf play pricing that is better than Picture pass holders. I believe this is not true. Please clear this up by either supporting or denying the above statement? **11-25 meeting**

24)Please state the open management positions that have not yet been filled with a full time employee. Please list the dates that each position became open. Please

give us (residents) an update on the current status of applicants in process for each of these open positions.

25)What Environmental Impact study was submitted by NV Energy or conducted by IVGID prior to approving this project?

26)Since noise limitations within Incline Village are governed by TRPA Code of Ordinances Chapter 28, what noise impact report was submitted by NV Energy to IVGID?

27)Specifically, what noise levels were projected?

28)What noise monitoring equipment is currently operational to ensure that TRPA limitations are met?

29)Was IVGID provided with a Safety Risk Analysis by NV Energy? (Such a study is standard within the aviation industry in order to identify operational risks and plan mitigations)

30)What was so compelling about the Diamond Peak site that led the IVGID Trustees to discount the adverse impact on adjacent homeowners in favor of a commercial agreement in favor of NV Energy?

***SUBMITTED AT THE TOWNHALL/ FORUM**

142) Have you used the skate park? If so, when? **11-25 meeting**

143) Trustee Dent – What is the status of your \$800,000 loan with the Doblars?

144) This Board said a survey wasn't required for the dog park and now you have changed your direction and say it is. Is this going to be different from the community – wide survey OR standalone? **11-25 meeting**

145) Are you on the District's health insurance plan? If yes, how does that work?
11-25 meeting

- 146) The Board is implementing line-by-line online financial disclosure, which will enable a small group of citizens to micromanage and question every IVGID expense, no matter how trivial. The goal of some who do this is to dismantle IVGID. How are you going to protect IVGID staff and the larger parcel – holding community from this massive interference? [11-25 meeting](#)
- 147) Why are District employees expected to take abuse, suffer slander and liable by certain community and board members without recourse while Trustees are allowed to take valuable taxpayer time and dollars to defend themselves for the same type of abuse on the record at Board meetings? [11-25 meeting](#)
- 148) Social Media is an important communication tool – do you agree or disagree, and how do you use it? Please be specific as to the platforms you are or are not on/ using. [11-25 meeting](#)
- 149) How do you think the community will react if you have to increase the recreation fee to pay for all the capital investments that need to be made? [11-25 meeting](#)
- 150) Is it true that both Trustee Schmitz and legal Counsel are now reviewing every single purchase/ contract, no matter how small or menial? Is this not micromanagement? And what about the added fees being billed by legal counsel – is that reasonable? [11-25 meeting](#)
- 151) Why does Trustee Schmitz approve all Purchase Orders, when she is not supposed to be involved in the daily operations of IVGID? [11-25 meeting](#)
- 152) Why do we need a forensic audit – with a current budgeted cost of \$150,000, plus a new position for Internal Auditor – plus the regular annual audit – plus an Assistant Finance Manager – when there is no indication of any fraud – and only evidence that a new computer system, too many special projects, and too little staff have caused the current financial backlog? This is wasting at least \$150,000 which could be used to fix the Tennis Courts, provide Spanish language services to the community survey tool, or any of the many projects that could actually benefit IVGID parcel holders.
- 153) Why was Dobler, who admitted to contributing to some of the Trustees' campaigns, put on the Long Term Capital committee when his behavior on the Audit Committee the prior year caused problems within the Committee and the Staff?

- 154) Bobbie McGee, the Interim Finance Consultant, has reported that in his opinion, IVGID's financial backlog issues are connected to implementing the new Tyler system and managing too many special requests, without enough staff. How does doing a forensic audit at the cost of \$150,000 to \$1 Million fix either of these?
- 155) If it is true that you want to eliminate the golf clubs please explain why. If that is not true then explain why you think keeping the golf clubs is in the community's best interest.
- 156) Are you going to dismantle the golf clubs? If so, how and when are you going to do it?
- 157) Do you think you are treating all of our golf clubs equally? If not, in what way or ways are they not being treated equally? And if they aren't being treated the same can you explain why?
- 158) What is it that you have against the golf clubs?
- 159) Do you believe this community's golf groups are a good revenue source?
- 160) Will eliminating golf clubs that guarantee substantial revenue be a positive or negative?
- 161) What do you, Sara, know about golf and how clubs operate?
- 162) Why do members of this Board keep inferring, through the Audit Committee, that fraud MAY have been committed with absolutely zero proof from the County or the State?
- 163) The volunteer dog geese patrol has been a great success. How is it that a dog member of that patrol, owned by a Board trustee, is blind, must remain on a leash, and walks the beach during non-patrol hours... while other parcel holders cannot walk their dogs on the beach?
- 164) What is the rationale behind locking down the beaches using gates when this doesn't seem to be a problem? Isn't signage enough?
- 165) Why are you not allowing the IVGID employees access to the beaches?

- 166) Has any trustee, in the past 6 months, requested a formal Advisory Opinion from the Nevada Commission of Ethics?
- 167) Do you think a blind Goose Patrol Dog can be effective? If so, why?
- 168) Can you speak to your plans to address the gaps, opportunities, and recommendations outlined in the Moss Adams report?
- 169) When will board members start supporting each other?
- 170) Question for Mathew Dent: why do you allow members of the angry 8 to continually be disrespectful, assaulting, slanderous, and unprofessional? This does not represent our community in any way. Why do you allow this and is there no decorum for public comments?
- 171) Will each question submitted at this Townhall be responded to?
- 172) You have been accused of wanting to change this community into a vacation destination without regard to the model that Incline was successfully built on. Do you deny it? Have you received community support of such an action?
- 173) Was your latest training session with Governance Sciences posted? And why wasn't the public invited?
- 174) What practices from your training have you put to use?
- 175) Why do whistleblower complaints get submitted to the Audit Committee?
- 176) How do you decide what investments should be bonded versus paying cash?
- 177) Do you treat all staff members with respect?
- 178) What is an Enterprise fund? Please be as detailed as possible.
- 179) What does supporting staff look like to you?
- 180) When a Trustee is overstepping their boundaries what actions are taken to remedy the situation?
- 181) Please provide us any examples where public input has affected a board decision during 2023.

- 182) What has been done in 2023 to fix the tennis and pickle-ball courts?
- 183) Why has this board refused to collect data instead of dismissing the pressing issue of staff morale?
- 184) There have been issues delineating between the boards role and what the management team's roles and responsibilities are. What do you feel this boards role should be?
- 185) Are the IVGID Bank accounts now reconciled through 09/30/2023? If not, what month are they recoiled through, and are there any outages?
- 186) Why were there no lifeguards at the beaches in 2023? Did IVGID's insurance rates for the beaches increase?
- 187) What Changes can you make to the whistleblower policy to ensure that IVGID employees can submit complaints without fear of retaliation?
- 188) What makes a Trustee a good Trustee? Details please.
- 189) You have hired a number of consultants – shat has been the benefit that the community has reaped from the spending of these dollars?
- 190) Why are so many of our Sr. Leaders departing?
- 191) If a staff member has a complaint about a trustee, what happens? Please be detailed. **11-25 meeting**

MEMORANDUM

TO: Board of Trustees

THROUGH: Raymond Tulloch, Board of Trustees

FROM: Mike Bandelin, Interim General Manager

SUBJECT: Review, discuss, and possibly approve the appointment of Mike Lefrancois to fill the at-large vacancy on the Capital Investment Committee. (Requesting Trustee: Raymond Tulloch)

DATE: January 10, 2024

I. RECOMMENDATION

That the Board of Trustees makes a motion to approve the appointment of Michael Le Francois to fill the at-large vacancy on the capital Investment Committee.

II. BACKGROUND

At the Board of Trustees meeting of August 9, 2023 four members of the community were selected for appointment to the At-Large positions on the Capital Investment Committee. Subsequently, one of those appointed members resigned the position prior to attending any Committee meetings, creating a vacancy. Michael Le Francois received the highest number of votes among the applicants who were not selected and has the relevant professional experience. It is recommended that he be appointed to the open at-Large position on the Capital Investment Committee.

In accordance with Board Policy 3.1.0., 0.15 Consent Calendar, this item is included on the Consent Calendar as it is routine business of the District and within the currently approved District Budget.

III. FINANCIAL IMPACT AND BUDGET

No. Impact.

IV. ALTERNATIVES

The position could be re-advertised which would slow the work of the Committee.

M E M O R A N D U M

TO: Board of Trustees

THROUGH: Mike Bandelin
Interim General Manager

FROM: Erin Feore, Director of Human Resources; and
Bobby Magee, Interim Director of Finance

SUBJECT: Review, discuss and possibly approve a contract award with First Nonprofit, the District's third party administrator for Unemployment Claims, Annual Contract for calendar year 2024 in the amount of \$212,700

RELATED STRATEGIC PLAN INITIATIVE(S): Long Range Principal #4 – Workforce Comply with applicable Federal, State, County and governmental regulations and all District policies

RELATED DISTRICT POLICY, PRACTICES, RESOLUTIONS or ORDINANCES: N/A

DATE: January 3, 2024

I. RECOMMENDATION

That the Board of Trustees make a motion to approve;

1. A contract award to First Nonprofit, the District's third party administrator for Unemployment Claims, Annual Contract for calendar year 2024 in the amount of \$212,700.

II. BACKGROUND

IVGID has contracted with First Nonprofit since January 2004 for third-party unemployment claims assistance such as auditing benefit charges, processing separation data and claims, attending unemployment hearings on behalf of the District, providing claims status reports and providing an HR related website program for workplace compliance training.

As noted in previous staff reports, the COVID-19 pandemic and the subsequent influx of unemployment claims related to the early closure of the Diamond Peak Ski Resort, closed and/or limited operations of other recreation venues and administrative offices, and employee participation in provided unemployment insurance provisions significantly increased the District's experience rating; as it had with business all across the United States. While the Pandemic may have dissipated, the financial effects to the State's unemployment program continue to linger. Ongoing evaluation of claims activity shows continued reconciliation of allowable vs. fraudulent claims remain ever crucial and will continue to remain a top priority for the foreseeable future.

First NonProfit continues to monitor recent legislation to ensure ongoing compliance and provide benchmarking data to Finance. Examples of such data include:

- The Healthy Americans Act, also known as the Wyden-Bennet Act: anticipated effective date of 1/1/25, will mandate 26 weeks of unemployment benefits provided (Nevada currently meets this requirement) and will increase the State's Weekly Benefits Amount (WBA) to equal 75% of Nevada's average weekly wage.
 - Based on 2023, Nevada's maximum WBA would increase to \$884 per week from \$585 per week
- Funded by the federal government, benefits would provide \$25 per dependent per week in addition to standard benefits.

Additionally, after careful review of our favorable experience rating during the 1/1/23-12/31/23 contract term, First NonProfit advised an annual cost reduction of \$3,300 for Plan Year 2024. This refund was due, in part, to the extensive analysis of claims by First NonProfit and the HR Department's diligent evaluation of incoming claims and the validity of such claims.

In accordance with Board Policy 3.1.0., 0.15 Consent Calendar, this item is included on the Consent Calendar as it is routine business of the District and within the currently approved District Budget.

III. BID RESULTS

Consistent with the provisions of Board Policy 20.1.0 (Purchasing Policy for Goods and Services) and NRS Chapter 332, this contract is deemed not adapted to award by competitive solicitation.

IV. FINANCIAL IMPACT AND BUDGET

The annual bonded service agreement recommended for approval is for a fixed fee of \$212,700, and represents a \$3,300 decrease over the fixed fee for calendar year 2023.

Funding to cover the cost of unemployment insurance for calendar year 2024 is provided in the FY 2023/2024 approved budget, as well as the preliminary budget being developed for FY 2024/2025.

V. ALTERNATIVES

None; the District must have Unemployment Insurance. The District may choose to direct staff to explore alternative third-party provider(s) for administration of the District's Unemployment Insurance claims processing.

VI. COMMENTS

This item is included on the Consent Calendar as it is a required item of doing business within the State of Nevada and is a budgeted item in both Fiscal Years 2023-2024 and 2024-2025.

VII. DISTRICT IMPROVEMENT, COST REDUCTION, RETURN ON INVESTMENT OR PRODUCTIVITY ENHANCEMENTS

Effective administration of the District's Unemployment Insurance claims, ensures that the District's liabilities are managed consistent with evolving federal and state laws impacting employee benefits as well as liability requirements imposed on employers. The services provided through this contract also significantly minimizes the District's exposure to fraudulent unemployment insurance claims.

VIII. BUSINESS IMPACT

Not applicable

IX. ATTACHMENTS

1. First NonProfit, summary of services provided

2. 2024 Schedule for Bonded Service Agreement
3. 2024 Bonded Service Agreement

X. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

Approval of the Bonded Service Agreement with First NonProfit for 2024
Unemployment Insurance claims administration.



Incline Village General Improvement

1/1/2024 – 12/31/2024

First Nonprofit

- Founded by United Way in 1978
- Based in Chicago, Illinois
- Our State Unemployment Insurance (SUI) programs serve more than 2,200 nonprofits across the country, covering nearly 650,000 employees.
- An Amynta Group Company



AN AMYNTA COMPANY

FNP National Nonprofit Partners



AN AMYN TA COMPANY

Market Conditions



Legislation (State & Federal)

- Increase in Weekly Benefit Award – State (Effective 1/1/24)
 - 4.1% increase
- Wyden-Bennet Plan – Federal (Updated Nov '23)
 - Looking for an effective date of 1/1/25
 - Mandate 26 weeks of unemployment benefits provided
 - NV Meets
 - State Maximum WBA equal to 75% of state's avg weekly wage
 - Based on '23, NV maximum WBA would increase to **\$884** per week
 - Current \$585 per week
 - Provide \$25 per dependent per week in addition to standard benefits
 - Cost would be funded by Feds



2024 Renewal Summary



AN AMYNTA COMPANY



Quick Glance

- \$3,300 cost decrease
- Estimated Experience Credit = \$18,000
- Year to Date Benefits Paid through September = \$93,582
- Open Liability = \$167,993
- Updated 2023 Est UI Tax Savings = \$20,473



AN AMYN TA COMPANY

Underwriting Notes

- Benefit Charges (January - December)
 - 2017: \$129,833
 - 2018: \$129,242
 - 2019: \$ 96,858
 - 2020: \$720,251
 - 2021: \$235,640
 - 2022: \$117,227
 - 2023: \$ 93,582 (through September)
 - 1Q '23 = \$49,994; 2Q '23 = \$26,686; 3Q '23 = \$16,902
- 2024 Cost Factors
 - Tail Liability into 1/1/2024 term (as of 11/08/23): \$167,993



AN AMYNTA COMPANY

Bonded Service Program Features

- Fully insured program
 - First and last dollar coverage
- Fixed annual cost
 - Precise allocation to fund source
- Budgetary certainty
- Potential Experience Credit
- Maximizes cash flow
 - Billed in equal quarterly installments
- Claims administration service
 - On-site education and training
 - Benefit charge auditing
 - Comprehensive claims counseling
 - Hearing representation
- FNPACCESS
 - Mineral (formerly ThinkHR)
 - People Risk Management
 - Coeus Global
 - Discounted Background Services
 - Commonwealth Purchasing Group
 - Group Purchasing Services



AN AMYN TA COMPANY

Bonded Service Program Quote

- Term: 1/1/24 – 12/31/24
- Flat Annual fee of \$212,700
- Experience Credit
 - If claims paid are less than 77.5% of fees, EC = 50% balance remaining
 - Example: Total fee = \$212,700 then eligible for EC if charges are less than \$164,843



AN AMYNTA COMPANY

BSP Prior Year Comparison

- Minimum Annual Fee

- 2023: \$216,000
- 2024: \$212,700

- Experience Credit

- 2023: 50/77.5
- 2024: 50/77.5

- Summary

- \$3,300 cost reduction
- Est Exp Credit = \$18,000
- 4.1% increase in weekly benefit award



SCHEDULE FOR BONDED SERVICE AGREEMENT

ITEM 1. CLIENT INFORMATION

NAME: Incline Village General Improvement District
ADDRESS: 893 Southwood Boulevard, Incline Village, NV 89451
CONTACT PERSON: Erin Feore, Director of Human Resources
COVERED ENTITIES: Incline Village General Improvement District
State Acct. No.: 0090031, FEIN: 88-0099974

ITEM 2. APPLICABLE STATES: Nevada

STATE UNEMPLOYMENT AGENCY: Department of Employment, Training and Rehabilitation

ITEM 3. TERM OF COVERAGE: One year, January 1, 2024 to December 31, 2024

ITEM 4. CLAIMS MANAGER:

NAME: Employer Advocates
ADDRESS: P. O. Box 25236, Salt Lake City, UT 84125

ITEM 5. SERVICE FEE SCHEDULE: Flat Annual Fee of \$212,700 (invoiced at \$53,175 per quarter).

A. Refund Provision: If benefits charges paid during the term of the agreement are less than 77.5% of fees collected, Client will be eligible to receive a Refund. The Refund will be equal to 50% of the difference between 77.5% of fees collected and benefit charges paid during the term of the agreement.

DATED: INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

Name/Title

893 Southwood Boulevard, Incline Village, NV 89451

DATED: FIRST NONPROFIT COMPANIES, INC.

Joseph Poretto, Vice President, Sales & Marketing

1 South Wacker Drive, Suite 2380, Chicago, IL 60606

Claims Administration Review



Unemployment Claims Service Includes:

- Audit of Benefit Charges
 - Benefit awards, claims duration, and liability for accuracy
 - Ensure credits are received
 - Audit charges to wages paid to detect fraud
- Claims
 - Process all separation data and unemployment claims
 - Review, prepare arguments, and protest decisions as needed
 - Attend all unemployment hearings
- Technical services
 - Review personnel policies and procedures (all hiring and separation)
 - Provide educational workshops for management and supervisors
 - Customized claims activity reports
 - Online Access
 - Individual claim status reports



AN AMYNTA COMPANY

FNPACCESS



AN AMYNTA COMPANY



Mineral: Reduce Workplace Risks

- **LIVE-** SPHR and PHR certified advisors are standing by to provide trustworthy guidance to prevent and resolve challenging people situations and workplace compliance issues. This phone-based support service is available from 8:00 a.m. to 7:00 p.m. Central Time each business day. For greater convenience use mobile application interaction and/or online form submission.
- **LIVING HANDBOOK-** A federal and state level compliant handbook builder guides users through the incorporation of unique company policies while delivering policy update alerts as regulations change.
- **LEARN-** Includes an integrated learning management system that delivers valuable instruction on a variety of HR topics your employees and organization needs to be compliant, improve safety, foster professional development, and encourage greater engagement.
- **COMPLY-** Gain access to an extensive resource library including insightful guides, comprehensive checklists, and other invaluable resources to navigate ever-changing HR, compliance, safety and people risk management issues.
- **INSIGHT-** Receive a steady stream of need-to-know information such as breaking compliance news, expert analysis, legislative updates, and best practices through Law Alerts, monthly newsletters, and webinars approved for SHRM & HRCI recertification credits.
- **BENEFITS DOCUMENT CREATOR-** Have private access to a simplified solution for the creation and ongoing maintenance of ERISA compliant Wrap, SPD, and POP documents, including policy update alerts and digital signature functionality.



AN AMYNTA COMPANY

Mineral™

CommonWealth Purchasing Group

- Group purchasing organization
- Deep discounts for participating members
- Complimentary cost analysis
- Portfolio of over 65 nationally recognized vendors, including:
 - Quest Diagnostics
 - Office Depot
 - AT&T



AN AMYN TA COMPANY

Coeus Global: Background Services

- Customized webpage
 - Refer staff/volunteers to a customized web page designed exclusively for your nonprofit
 - Paperless system means no storage fees
- No monthly/annual fees and special discounts for FNP members
- Fast & Accurate Results (1 - 3 business days)
- No contract or minimum usage requirement
- 30% volume discount on each background screen
- Secure, fast, and easy online ordering



AN AMYN TA COMPANY

Check out all of our contracted vendors offering discounted pricing:

MCKESSON

Medical Supplies and Equipment



Vaccines



Exam Room Furniture



Medical Devices



Diagnostic Supplies and Equipment



Diagnostics



340B Pharmaceuticals



340B Pharmaceuticals



Medical Equipment & Management



Debt Collectors



Payment Processing



Vaccines



Outsourced Waste Management



Billing



Facility Maintenance



Dental Supplies and Equipment



Dental Practice Software



Dental Laboratory



State Unemployment Insurance



IT Equipment



Medical Equipment Management



Office Equipment



Office Equipment



EMR and Technology Assistance



Student Loan Refinancing



Document Management



Background Screening



Retirement Planning



Electricity and Natural Gas



Telehealth-Virtual Care



Office Supplies and Furniture



Office Supplies and Furniture



Office Supplies and Furniture



Compliance Management System



Credentialing Services



Call Center Services



Language Translation



Language Translation



After-hours Call Center



Patient Satisfaction Surveys



Integrated Dispatching



Telehealth Platform



Teledermatology



Cellular Providers



Telehealth-Enablement Solutions



Women's Health Products



eProcurement Solution



Permanent Physician Recruitment



Locum Tenens



Locum Tenens



Nurse Recruiting



Permanent Physician Recruitment



Locum Tenens



Executive Search Recruiting



Locum Tenens



Mobile Messaging Technology



Telehealth Services



Printing Services

Renewal Process



Enrollment Checklist

BONDED SERVICE PROGRAM:

- Fax or e-mail both the agreement and schedule to:
 - E-mail: cmendez@firstnonprofit.com
 - Fax: 312-239-8368, Attn: Cruz Mendez
- Provide a copy of your most recent audited financials – hardcopy or e-mail.



AN AMYNTA COMPANY



BONDED SERVICE AGREEMENT

WHEREAS the Client named in Item 1 of the attached Schedule has duly qualified as a reimbursing employer pursuant to the unemployment compensation laws of the State indicated in Item 2 of the Schedule and has thereby become liable to reimburse the State for those unemployment compensation benefits paid by the State to former employees of the Client legally entitled to such benefits, and

WHEREAS First Nonprofit Companies, Inc., hereinafter referred to as FNP, has established and administers an alternative unemployment compensation funding and cost control program which includes the management of an Unemployment Benefit Loss Fund to finance the Client's unemployment benefit charges and liability pursuant to the terms of this contract.

THEREFORE, the parties agree to the following:

1. FNP's Duties

FNP shall assume any and all obligations of the Client's for unemployment claims billed to the Client and paid by the State indicated in Item 2 of the attached Schedule, during the term of this contract, as indicated in Item 3 of the Schedule. FNP will not be held liable for any weeks of unemployment benefits actually paid by the applicable State unemployment compensation agency indicated in Item 2 of the Schedule, but not billed to the Client prior to the effective date of this contract.

At the termination of this contract, FNP's liability shall cease after FNP has paid the Client's obligations for all weeks of unemployment benefits paid by the applicable State unemployment compensation agency indicated in Item 2 of the Schedule for the final quarter covered by this contract, as indicated in Item 3 of the Schedule and for which the specified fee has been paid to FNP. It is further understood that FNP has no liability for payment of unemployment benefits for any period unless timely payment of fees, as provided herein, has been made by the Client.

Further, FNP, at its own expense, shall:

1. Maintain an Unemployment Benefit Loss Fund from which unemployment benefit payments will be made to the State unemployment compensation agency indicated in Item 2 for all unemployment benefits paid to former employees of the Client and covered by this Contract.
2. Secure a Master Contract Bond supporting the commitments of FNP under this contract with a Surety Company agreeable to both parties. A Contract Bond

FIRST NONPROFIT

1 South Wacker Drive, Suite 2380 • Chicago, IL 60606 • 312.728.9963 • Fax: 312.239.8368
www.firstnonprofit.com

Attachment Rider naming the Client an “Obligee” of the Master Bond is affixed and made part of this contract. If at any time the Master Bond or the affixed Contract Bond Attachment Rider no longer secures commitments under this contract, this contract for services shall be immediately terminated.

3. Pay the State unemployment agency or the Client an amount equal to all benefits subject to and in compliance with the terms of this contract, upon receipt of a statement of benefit charges paid by the State unemployment agency on behalf of the Client and subject to the terms of this contract. It is expressly understood that FNP will not be liable for any penalty or interest incurred as a result of the Client’s actions or inactions.
4. Retain a professional unemployment claims management firm agreeable to both parties, as indicated in Item 4 of the attached Schedule, to provide the following services:
 - (a) Accumulate and record all separation and wage information forwarded by the Client.
 - (b) Examine all claims forms within the permitted period and take such actions as required to deny payment of benefits or the assessment of charges for any benefits deemed to be inappropriate or non-qualifying, including representation of the Client at hearings, where permitted by State law.
 - (c) Maintain accurate records of each claim describing any action taken to deny liability, showing details of separation reason, determinations, decisions, and payments made for that claim.
 - (d) Furnish timely reports showing all claims filed and their status, including but not limited to the payment status, total liability, and total payments made.
 - (e) Audit all benefit charge statements and take such actions as required to remove or reduce the charges on any claims payments deemed to be inaccurate or unwarranted.
 - (f) Provide loss control services including on-site training, when necessary, to reduce and contain unemployment benefit charges and liability.

2. Client’s Duties

The Client shall pay to FNP at the inception of this contract a provisional service fee based on the rates set forth in Item 5 of the Schedule for all employees covered under this contract applied to the estimated wages reported to the applicable State unemployment agency indicated in Item 2 of the attached Schedule for each classification of employees. Any service fee computed on estimated wages or minimum annual fee will be properly adjusted by FNP when actual wages are available.

The estimated service fees computed under this contract shall be due and payable on the first day of each covered calendar quarter, beginning with the effective date of the contract. The service fee shall be computed based on an amount equal to one-fourth of the minimum annual fee, as stated in Item 5 of this contract. At the completion of four quarters under this contract, the actual fee for the four quarter period will be adjusted based on the actual wages reported for said period. Any decrease or increase in the service fee resulting will be credited or billed and payable in conjunction with the next quarterly deposit fee under this contract.

As the application and management of unemployment claims administration and cost control is essential to containment of unemployment compensation costs and liability, the Client agrees to implement unemployment cost control and claims administration measures in cooperation with the designated unemployment claims management firm, as set forth in Item 4 of the attached Schedule, hereinafter referred to as the "Claims Manager."

3. Further the Client Hereby Agrees to

1. Disclose, prior to the effective date of this contract, any and all plans and/or pending discussions concerning any actions that has caused or may result in employee layoffs, reductions in hours worked and and/or wages paid to employees, mergers, or any planned separations that potentially could result in unemployment claims.
2. Submit timely and properly documented separation information so that the Claims Manager may provide a timely and accurate response to the state unemployment agency indicated in Item 2 of the Schedule to assure that only those claimants entitled to receive benefits do so.
3. Submit all claims, claims documents, and or correspondence of any kind related to unemployment claims and/or unemployment benefit charges, whenever received from the state unemployment agency named in Item 2 to the Claims Manager on a timely basis.
4. Cooperate with the Claims Manager by providing, on a timely basis as defined by the Nevada Department of Employment, Training and Rehabilitation, all appropriate personnel information related to claims for unemployment benefits.
5. Provide appropriate witnesses, as determined by the Claims Manager in consultation with Client, to attend appeal hearings for claims.
6. Report wages to the applicable State unemployment agency indicated in Item 2 of the attached Schedule on a quarterly basis for all employees covered by this contract.
7. Notify FNP upon learning of any separations or claims for unemployment benefits at any time during the term of this contract.

4. Limitations

FNP shall not be liable for and may deny the payment of obligations of the Client with respect to unemployment compensation benefits attributable to any period for which the Client has failed to submit timely payment in full of service fees pursuant to this contract as provided herein or arising out of or in consequence of:

- a) Failure to comply with those duties set forth in Section 3 of this contract providing the benefits in question resulted from the **negligent** action or inaction of the Client and not the result of action or inaction by the Claims Manager.
- b) Employer “lock-outs” or work stoppages, strikes, or other labor disputes.
- c) Failure to provide letters of assurance to employees of educational institutions for continued employment after a vacation or semester break if reasonable assurance of their continued employment exists.
- d) Reduction in the employment terms that extend seasonal unemployment for employees of organizations engaged in the administration of Head Start program(s).
- e) War, hostilities, whether war be declared or not, invasion, or civil war.
- f) A casualty or natural disaster, including but not limited to, earthquake, flood, hurricane, tornado, or fire.
- g) Voluntary and/or involuntary discontinuance of business operation, in whole or in part, whether permanent or temporary.

5. Transfer of Rights and Remedies

Should the Client be entitled to refunds or credits for any unemployment compensation benefits previously paid by FNP on behalf of the Client, the Client hereby transfers and assigns its rights and remedies to such refunds and credits to FNP.

6. Subrogation and Recoveries Thereunder

Subrogation. In addition to Section 5, upon FNP’s payment to the State unemployment agency or to the Client benefits which are subject to and in compliance with the terms of this contract, FNP shall be subrogated to and control all of the Client’s rights to seek and/or obtain recovery for any of the benefit amounts paid by FNP under the terms of this contract. Accordingly, FNP may in its sole discretion seek its recovery of these benefit amount(s) from the Client or any person, entity and/or organization. Upon FNP’s request, Client shall promptly execute all documents as well as promptly provide and/or execute perform all acts necessary for the preservation along with the enforcement of FNP’s right(s) to seek recovery under this Section. The Client shall not either by its action, omission, or failure to act do (or not do) anything which could prejudice, abridge, or limit FNP’s subrogation rights under this Section.

Subrogation Recoveries. All recoveries by FNP under this Section shall be applied to (or credited to) Client’s Unemployment Benefit Loss Fund or, if the Client is no longer a participant

in Unemployment Benefit Loss Fund, and the recovery is made directly to Client then Client shall pay to FNP an amount equal to the recovery.

7. Unemployment Compensation Act

The term unemployment compensation benefits as used herein refers only to those benefits as defined by law of the applicable State indicated in Item 2 of the attached Schedule, but does not in any way, nor is the intent of this contract to, include any provisions of any code or law which provides disability benefits or disability insurance.

The amount and maximum period of any benefits payable as unemployment compensation benefits shall be deemed to be only those amounts set forth in the relevant acts of the applicable State indicated in Item 2 of the Schedule at the inception of this contract or named in any subsequent renewal thereof. In the event the State amends the eligibility, duration or amount of benefits an individual claimant may qualify to collect, FNP reserves the right to adjust the specified fee set forth herein effective the first day of the next calendar quarter by providing the Client thirty (30) days written notice. The Client reserves the right to reject any adjustment to the specified fee and if so, this contract shall terminate on the last day of the calendar quarter in which such notice was delivered.

8. Inspection and Audit

FNP, or its representatives, shall be permitted at all reasonable times during the continuance of this contract, and so long as FNP's liability exists, to examine the Client's records so far as they relate to FNP's liability and fees or other rights and remedies pursuant to the terms of this contract.

9. Misrepresentation

This contract shall be void if the Client or any representative thereof has failed to disclose, concealed or misrepresented any fact material to the issuance of this contract, the subject benefits covered hereunder, and the resulting issuance of the Contract Bond Attachment Rider. In any such event, the Contract Bond Attachment Rider and this contract shall be rescinded.

10. Non-Assignment

This Contract may not be assigned, in whole or in part, without the prior written consent of all parties.

11. Duration and Termination

The term and effective date of this contract are set forth in Item 3 of the attached Schedule. This contract may be cancelled for failure by either party to perform any of its obligations set forth herein and agreed by both parties pursuant to this contract, provided that thirty (30) days written notice is given to the other party declaring such intent to cancel. This contract shall be terminated immediately if the Client discontinues operations either voluntarily or involuntarily.

12. Interpretation and Venue

This contract shall be subject to and interpreted under the laws of the state of Nevada. Venue shall be in Washoe County or the federal district court with jurisdiction over such county.

WHEREFORE, the parties have executed this contract on the dates set forth by their respective signatures.

DATED: INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

Name/Title

893 Southwood Boulevard
Incline Village, NV 89451

DATED: FIRST NONPROFIT COMPANIES, INC.

Joseph Poretto, Vice President, Sales & Marketing

1 South Wacker Drive, Suite 2380
Chicago, IL 60606



SCHEDULE FOR BONDED SERVICE AGREEMENT

ITEM 1. CLIENT INFORMATION

NAME: Incline Village General Improvement District
ADDRESS: 893 Southwood Boulevard, Incline Village, NV 89451
CONTACT PERSON: Erin Feore, Director of Human Resources
COVERED ENTITIES: Incline Village General Improvement District
State Acct. No.: 0090031, FEIN: 88-0099974

ITEM 2. APPLICABLE STATES: Nevada

STATE UNEMPLOYMENT AGENCY: Department of Employment, Training and Rehabilitation

ITEM 3. TERM OF COVERAGE: One year, January 1, 2024 to December 31, 2024

ITEM 4. CLAIMS MANAGER:

NAME: Employer Advocates
ADDRESS: P. O. Box 25236, Salt Lake City, UT 84125

ITEM 5. SERVICE FEE SCHEDULE: Flat Annual Fee of \$212,700 (invoiced at \$53,175 per quarter).

A. Refund Provision: If benefits charges paid during the term of the agreement are less than 77.5% of fees collected, Client will be eligible to receive a Refund. The Refund will be equal to 50% of the difference between 77.5% of fees collected and benefit charges paid during the term of the agreement.

DATED: INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

Name/Title

893 Southwood Boulevard, Incline Village, NV 89451

DATED: FIRST NONPROFIT COMPANIES, INC.

Joseph Poretto, Vice President, Sales & Marketing

1 South Wacker Drive, Suite 2380, Chicago, IL 60606

Most Recent Audited Financial Statement Needed

FINANCIAL STATEMENT AND INDEPENDENT AUDITORS' REPORT

Financial Statements and Supplementary Information

[Company Name]		Income Statement	
Revenue		20XX	20XX
Sales revenue		110,000	95,000
(Less sales returns and allowances)			
Service revenue		70,000	62,000
Interest revenue			
Other revenue			
Total Revenues		180,000	157,000
Expenses			
Advertising		1,000	1,000
Bad debt			
Commissions			
Cost of goods sold		65,000	63,000
Depreciation			
Employee benefits			
Furniture and equipment			8,000
Insurance			
Interest expense		4,200	5,200
Maintenance and repairs			
Office supplies			
Payroll taxes			
Rent			
Research and development			
Salaries and wages		55,000	55,000
Software			
Travel			
Utilities			
Web hosting and domains			
Other		17,460	
Total Expenses		142,660	132,200
Net Income Before Taxes		37,340	24,800
Income tax expense		14,936	9,920
Income from Continuing Operations		22,404	14,880
Below-the-Line Items			
Income from discontinued operations			
Effect of accounting changes			
Extraordinary items			
Net Income		22,404	14,880

Member Referral Card

HELP
OTHER ORGANIZATIONS
SAVE
ON UNEMPLOYMENT

We're always looking for ways to help the organizations we serve. That's why when you refer another employer that enrolls in our programs, your organization will receive a \$500 donation. Please provide your contact information:

ORGANIZATION NAME:

CONTACT NAME AND TITLE:

Provide the contact information of the 501c3 nonprofit, governmental or tribal entity you would like us to get in touch with and email this to: cmendez@firstnonprofit.com

ORGANIZATION NAME:

CONTACT NAME & TITLE:

PHONE:

EMAIL:



1 INCLINE VILLAGE
 2 GENERAL IMPROVEMENT DISTRICT
 3 BOARD OF TRUSTEES
 4
 5
 6
 7
 8 TRANSCRIPT OF HEARING
 9 PUBLIC MEETING
 10 Live and Via Zoom
 11
 12 Held at the Boardroom
 13 893 Southwood Boulevard
 14 Incline Village, Nevada
 15
 16 Wednesday, December 13, 2023
 17
 18
 19
 20
 21
 22
 23
 24 Reported by: Brandi Ann Vianney Smith
 25 Job Number: IVGID 15

1 APPEARANCES
 2
 3 **BOARD MEMBERS PRESENT**
 4 MATTHEW DENT, CHAIR
 5 SARA SCHMITZ, VICE CHAIR
 6 DAVE NOBLE, SECRETARY
 7 RAY TULLOCH, TREASURER (via Zoom)
 8 MICHAELA TONKING, MEMBER
 9
 10
 11 **ALSO PRESENT**
 12 SERGIO RUDIN, LEGAL COUNSEL
 13 HEIDI WHITE, DISTRICT CLERK
 14
 15 -o0o-
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1 Incline Village, Nevada - 12/13/2023 - 6:00 P.M. 4
 2 -o0o-
 3
 4
 5 VICE CHAIR SCHMITZ: I'd like to call the
 6 IVGID Trustees Board of Trustees meeting to order on
 7 December 13th at six o'clock in the boardroom at 893
 8 Southwood Boulevard in Incline Village.
 9 A. PLEDGE OF ALLEGIANCE
 10 If we would begin, Mr. Eppolito, could you
 11 lead us in the Pledge of Allegiance, please.
 12 (Pledge of Allegiance.)
 13 VICE CHAIR SCHMITZ: Moving on to the roll
 14 call of the trustees.
 15 B. ROLL CALL OF TRUSTEES
 16 VICE CHAIR SCHMITZ: Trustee Tulloch?
 17 TRUSTEE TULLOCH: Present.
 18 VICE CHAIR SCHMITZ: Trustee Tonking?
 19 CHAIR TONKING: Here.
 20 VICE CHAIR SCHMITZ: Trustee Noble?
 21 TRUSTEE NOBLE: Here.
 22 VICE CHAIR SCHMITZ: Trustee Dent will be
 23 joining us shortly. And this is Trustee Schmitz.
 24 Moving on to initial public comments.
 25 I'll hand it over to our clerk.

5

1 C. INITIAL PUBLIC COMMENTS

2 MS. WHITE: Our first public comment will

3 come from Frank Calfa.

4 MR. CALFA: My name is Frank Calfa. I'm

5 the vice president of Bitterbrush II homeowners

6 association.

7 I will keep my remarks brief. I'm here to

8 talk about item 9 under new business, which is to

9 review, discuss, and possibly approve an amended

10 restated site use license agreement with NV Energy

11 for use at Diamond Peak Ski Resort parking lot to

12 prohibit helicopter operations.

13 First, I would like to thank the Board and

14 the interim General Manager, Mike Bandelin, for

15 getting this on the agenda and for working with NV

16 Energy to resolve the concerns of the surrounding

17 homeowners.

18 Second, the agenda item states that the

19 amendment will specifically prohibit the use of

20 helicopter operations. As I do not know the

21 specifics of the amendment and while I am grateful

22 for the prohibition of helicopters, I want to make

23 sure that in addition to helicopter fuel, no other

24 flammable materials will be allowed to be stored on

25 site.

6

1 I'm here to also inform the Board that if

2 they are contemplating storage with any flammable

3 materials, that there are many regulations from both

4 the EPA, OSHA, and even the NFPA that must be

5 followed concerning the size of the storage vessel,

6 the type of vessel, and what types of secondary

7 containment must be approved. Our hope is that any

8 fuel storage would be prohibited on the amendment.

9 Third, I'm here to remind the Board that

10 we have several homeowners in various stages of sale

11 or in escrow and that this is a big issue.

12 Lastly, I'm here to urge the Board to come

13 to a decision this evening to either sign this

14 amendment with the prohibition of helicopters and

15 fuel or to exercise their right under Article 3.32

16 of the agreement with NV Energy and to permanently

17 terminate the agreement with the required 90 day's

18 notice.

19 Thank you for listening.

20 MR. CABLE: Good evening. Jim Cable,

21 full-time resident, Bitterbrush II volunteer board

22 member.

23 I obviously second and agree with all of

24 Frank Calfa's comments, so I decided not to repeat

25 them here. At this point, I think this board is

7

1 fully aware of the significance, magnitude, and

2 negative effect the helicopters use has had on local

3 residents, so I see no need to reiterate those

4 points at this time.

5 Instead I would like to say something I

6 know this board probably doesn't hear enough: I'd

7 like to simply say thank you for taking the time to

8 revisit this issue and craft a solution. I would

9 like to specifically thank Trustee Schmitz for her

10 early-on time and concern when this issue first came

11 to light. She helped us understand what had

12 transpired with the five-year contract, and she took

13 it upon herself to personally drive out to the area

14 to see what actually was going on.

15 I'd also like to thank Trustee Tulloch for

16 taking the time to call me as well as other

17 residents to create a dialogue and to lend his

18 expertise regarding this issue.

19 I also offer sincere gratitude to interim

20 Diamond Peak General Manager Mike Bandelin for his

21 tireless interface and negotiations with NV Energy

22 as well as this board.

23 I greatly appreciate all of your time and

24 attention. We look forward to the vote to eliminate

25 the helicopters and any storage of fuels at Diamond

8

1 Peak or any other that would impact the safety and

2 peace of local residents.

3 Once again, I thank you very much.

4 MS. CARS: Good evening, Trustees. Please

5 include these comments in the evening's minutes.

6 This is a recall update of critical

7 concern to the community. For the past 45 days,

8 we've analyzed rejected signatures for Dent and

9 Schmitz. The number of errors and inconsistencies

10 made by the Washoe County registrar is shocking. We

11 submitted 25 percent more signatures that were

12 required.

13 An appeal was filed with the Secretary of

14 State. Unfortunately, there isn't a required date

15 for the SOS to respond, and it's been over 30 days.

16 SOS is working on the appeal. Reviewing signatures,

17 process slow, tedious.

18 The recall team has spent over 300 hours,

19 300, triple checking every signature and found

20 enough errors and inconsistencies to easily exceed

21 the 1,801 required numbers. We need to contact

22 invalidated people. We'll post the names on the

23 website, inclinetogether.com. Check the website, if

24 you know someone, ask them to provide their contact

25 information.

9

1 We know many are tired of hearing the word
 2 "recall," however, we cannot afford another year of
 3 the Board dismantling staff and venues of IVGID. A
 4 substantial number of Incline residents are outraged
 5 because 25 percent of the combined signatures were
 6 rejected without adequate time to cure any purported
 7 deficiencies. This is voter suppression.

8 Here are the complying -- summary: 51
 9 names missed completely, not included in the
 10 signature count. Over 100 names were rejected
 11 because the date was missing; of those 100, 49, you
 12 could read it, and they would have easily been cured
 13 or automatically accepted. However, these signature
 14 were also included in the code that was not allowed
 15 to be cured. They were miscoded. 84 signatures
 16 rejected because people had moved, and they should
 17 have been curable. 50 signatures discarded for
 18 reasons never identified. They could have been
 19 cured given sufficient time. Nine percent of
 20 signatures invalidated to a new 2019 law requiring
 21 submission of signatures at a 45-day point. This
 22 was not known to anyone until after the 90-day
 23 deadline. These voters should be allowed to cure as
 24 the error was not their fault. They could be easily
 25 curable. 35-plus signatures on the Washoe County

10

1 list of registered voters given to the recall
 2 committee but rejected as if they were not on the
 3 list of registered voters. More than 60 signatures
 4 rejected for one petition with the same information
 5 valid for the other petition. How could that
 6 possibly happen?

7 In summation, we have 25 percent more
 8 signatures than were required. We believe the
 9 County's rejection of the recall petition
 10 constitutes voter suppression.

11 Call me with any questions. If you want
 12 more information, please enter your information on
 13 the website, inclinetogether.com, and we will reach
 14 out to you. Please also consider contacting
 15 representatives to voice your concerns, Cisco
 16 Aguilar, Alexis Hill, Rich DeLong, our state
 17 assemblyman. Their information will be on the
 18 website.

19 Thank you.

20 MR. CALLICRATE: Good evening. Tim
 21 Callicrate, Incline Village. I would like these
 22 written comments to be included this
 23 evening's minutes.

24 On behalf of the committee to recall IVGID
 25 Trustees Sara Schmitz and Matthew Dent, I would like

11

1 to take this opportunity to thank the community for
 2 its support of this endeavor.

3 While the initial counts verified by the
 4 Washoe County Registrar of Voters came up short for
 5 both trustees, further due diligence by our recall
 6 committee has shown numerous occasions where names
 7 were not entered in the databases, signatures were
 8 wrongly disqualified, signatures were incongruously
 9 verified vis-à-vis one petition to another, codes
 10 being used for the entire process were vague and/or
 11 inconsistently applied leading to confusion within
 12 the process, et cetera, and inadequate timeframe for
 13 the curing of signatures.

14 With over 300 hours of time spent by these
 15 dedicated recall volunteers, we felt we had a
 16 compelling case and spoke to our attorneys. Due to
 17 the seriousness of these discrepancies, our legal
 18 team felt it appropriate to appeal the registrar's
 19 decision. The situation then went to the Secretary
 20 of State's Office where it has been under
 21 investigation for over the past 30 days. We are
 22 confident that the Secretary of State will find our
 23 concerns warranted and that the recall will move
 24 forward.

25 We are also weighing options toward legal

12

1 proceedings as justified under Nevada Revised
 2 Statutes, should that required. In other words, the
 3 recall is not over.

4 As allowed under Nevada law, our committee
 5 is exercising its rights, and by extension, the
 6 rights of over 2,500 signatories to the petitions.
 7 No signer should be disenfranchised due to
 8 inconsistent applications, protocols, and procedures
 9 within the Registrar of Voters Office.

10 The committee is confident that there will
 11 be adequate signatures well over the 1,801 required
 12 to recall for a special election.

13 The irreparable damage inflicted upon the
 14 District and the larger community of Incline Village
 15 and Crystal Bay needs to come to an immediate halt.
 16 It is glaringly apparent that the majority of this
 17 board has abrogated its authority and abdicated its
 18 responsibilities to the greater Incline
 19 Village/Crystal Bay community, and had decided to
 20 act in a parochial manner to its small, embittered,
 21 and myopic group of sycophants that do not, I
 22 repeat, do not represent the true majority of
 23 citizen electives.

24 Thank you.

25 MR. KATZ: Good evening. My name is Aaron

13

1 Katz, Incline Village resident. I have written
2 statements I've given to the clerk to be attached to
3 the minutes of the meeting.
4 I am objecting to this meeting going
5 forward for the Open Meeting Law violations I called
6 to the Board's attention. You can cure it at the
7 agenda side.
8 I am against the CMAR contract to Granite
9 based upon reasons I've shared with the Board
10 already. I don't think it's fair that I have less
11 than three minutes to voice my objections and your
12 staff as forever. I don't want to hear from those
13 who state we should adopt that agreement at any
14 cost. My question is: Where were you people years
15 ago when Callicrate and Wong were pushing for
16 relocation of the pipeline underneath the multiuse
17 path, which essentially delayed us going forward
18 for years on a pipe dream.
19 I and others raised concern over the major
20 environmental catastrophe that could happen by the
21 delay, and nobody listened. I find it disingenuous
22 to hear those arguments years later.
23 I next want to talk about our wonderful
24 staff, who some of you on the Board just slobber
25 over, who can't do anything wrong, and are to be

15

1 Thank you.
2 MR. CARS: Good evening. Bill Cars,
3 permanent resident.
4 I think it's time for an annual review.
5 With regards to senior staffing of personnel, IVGID
6 appears to be in trouble. We've not heard about the
7 GM search, which has now been open for months. Does
8 the public realize that IVGID has only three senior
9 managers left? The interim GM, who is also director
10 of Diamond Peak, the Director of Parks and Rec, and
11 the Director of Administrative Services. Oh, wait,
12 Susan Herron was put of administrative leave four
13 weeks ago. Reason is still TBD. And that leaves
14 two active senior managers.
15 For the entire year, Trustees Dent,
16 Schmitz, and Tulloch have been focused in
17 surreptitiously changing the IVGID staff that was
18 functional with its normal challenges of a
19 government agency. But now, at year-end, our
20 leadership is challenged.
21 Forced out was GM Winquest with a year
22 paid salary, cost to the District, probably in the
23 area of 200- to 300,000. Or, most recently, put on
24 administrative leave with no reason stated was Susan
25 Herron, Director of Administrative Services, cost to

14

1 believed over any of we citizens. But again we have
2 evidence staff don't speak the truth, at least some
3 of them.
4 First we have Hudson Klien. His statement
5 in the staff memo that he is presenting the CMAR
6 contract because on October 25, the Board told him
7 to continue negotiating the CMAR fee with Granite
8 and then return. No it didn't, and I provided you
9 with written notice it didn't. So why is he telling
10 wrongs to the Board?
11 Then we have, unfortunately, our clerk,
12 who didn't get me a copy of my board packet for this
13 meeting and stated the reason why is the internet
14 was down. Then we learned from the attorney, no,
15 the internet wasn't down, there was some other
16 error, although it's not explained.
17 But, again, both of these are examples of
18 or employees who have been corrupted by the IVGID
19 culture that we have here. And it doesn't matter
20 what we do. It doesn't matter if we get new
21 employees who we think are going to be ethical and
22 responsible, the pressures of this place turn them
23 into the same problems we've had for decades and
24 decades, and I don't think it can be fixed. There's
25 only one fix to the problem.

16

1 the District on that unknown, except there's a loss
2 of 20 years of historical knowledge of Ms. Herron
3 which cannot be calculated. Is the reason she's on
4 leave because she knows too much for this change of
5 administration?
6 It's common knowledge that the toxic
7 environment due to Trustee Schmitz' meddling and
8 micromanagement has caused the resignations of
9 senior directors of golf, food and beverage,
10 finance, public works -- a combined 34 years of
11 knowledge. Knowledge irreplaceable. Priceless, if
12 you will.
13 Then there's Mick Holman's resignation
14 from the Audit Committee, still a member of this
15 committee, who detailed his issues for the
16 resignation at a meeting.
17 Moss Adams, multiple projects costing in
18 excess of 200,000. We'd like to hear the results on
19 that.
20 Then there's the forensic audit or due
21 diligence audit. Minimum cost on that, 300,000 to
22 maybe even a million. Why? The problem appears to
23 be with the Tyler Munis systems, not with fraudulent
24 staff.
25 Then there's the rec fee set to zero for

17

1 the next year. Cost to the District may be over
2 \$3 million, a huge revenue loss. These functions
3 are needed for recreational improvements and to
4 support the operations. Yes, there are funds in the
5 account, and they should have been used to fund
6 tennis, card issues, recreation center improvements,
7 et cetera. The money should have been spent for the
8 benefit of the community, not to satisfy a minority
9 interest or desire for a \$400 tax reduction. That
10 is not in the community's benefit.

11 Thank you.

12 MR. EPPOLITO: Hi. My name is John
13 Eppolito. I've lived here for 25 years.

14 I used to teach high school math, so I
15 think I've been called a lot worse than Joe.

16 Thank you to the board members for sitting
17 on that side. It's a lot harder to be on that side
18 than on this side.

19 I wanted to talk briefly about the TPRA
20 meeting, where I spent the afternoon. I'm about
21 99.8 percent sure they voted -- probably right
22 around now, maybe a little while ago -- to approve
23 the regional plan. And again, I really -- I
24 mentioned this before at this meeting, I don't
25 really think most residents of Incline know what's

19

1 90 percent against it. I don't remember hearing
2 anybody from the public that didn't benefit from the
3 project -- or from the plan, speaking for it. And,
4 again, I don't think most people realize, but it's
5 not going to be good for Incline. If you think it's
6 tough to get to Truckee now in the summer, it's
7 going to be way, way, way worse when some of those
8 projects are completed in Kings Beach.

9 Thank you very much.

10 MR. LYON: Good evening. Jim Lyon, 929
11 Northwood Boulevard.

12 Although I support the recall committee's
13 rights to do -- follow the procedures they followed,
14 but I note that in reading the initial statements in
15 the recall is filled with inflammatory remarks,
16 incorrect and inconsistent, in some cases, totally
17 not correct, not truthful statements. So I wanted
18 to make a statement about that in support.

19 Also, reference the Washoe County
20 Registrar of Voters. The Washoe County Registrar of
21 Voters has a record of the types of problems that
22 this committee experienced. In 2016 and in the 2022
23 elections, there were -- it looked like incompetence
24 or corruption, who knows which, in their conduct of
25 counting, the voters registering, and counting the

18

1 going on with that regional plan.

2 This is -- 947 is the only project we have
3 right now that I know of. That was supposed to be
4 employee housing, and 947 Tahoe Boulevard, their
5 condos are listed between \$2.5 and \$4.2 million,
6 only certain employees can afford that. But that's
7 the tip of the iceberg. There's 12 or 13 large
8 projects, this might be the smallest one, on the
9 north and west shore of Lake Tahoe. That includes
10 the 750 or so houses in Martis Valley.

11 This place is going to change quite a bit,
12 and I don't think most people realize. And, of
13 course, they do it at this meeting right now, right
14 before Christmas, and by the time -- before the vote
15 even came, six of the trustees -- I guess they're
16 called trustees, the people on the board, six had
17 already left. Our own Alexis Hill was the first one
18 to leave. I don't know where she had to go.

19 They just don't want to hear the comments,
20 because the public comments are overwhelmingly
21 against that plan. The people that were for it were
22 either the developers or the people that work at
23 these housing authorities, kind of like job security
24 for them.

25 But the public is, I don't know, at least

20

1 ballots. Their lists, and this is documented, it's
2 been taken to court. In 2016, the court challenge
3 of the registrar's voter's lists, they had multiple
4 lists, at the same time, two different lists that
5 didn't match the voters. There were two different
6 lists, not matching, and it's been challenged in
7 court. That was thrown out before discovery by the
8 judge.

9 2022, there was a challenge again with
10 documentary videos and evidence showing the
11 incompetence at least, if not corruption, within the
12 Registrar of Voters in not counting the ballot in
13 front of someone that's been authorized by the court
14 to recognize the vote, the signature. They refused
15 access so people could not go in and verify the
16 registration signature or matching the ballots. And
17 so this is just a separate call, has nothing to do
18 with the recall really, except what happen to the
19 recall votes. But it also shows we have a real
20 problem with the Registrar of Voters in Washoe
21 County.

22 I don't know if they are -- I think
23 there's a new registrar now that's been elected, and
24 hopefully the new one will change the problems
25 they've had that are really disgusting.

21

1 Thank you.

2 MS. MARTINI: Margaret Martini, Incline

3 Village.

4 I just want to thank the Board for all of

5 the things that they've done for the past

6 several months in bringing forth a lot of the issues

7 that need to be dealt with that haven't been dealt

8 with for years, and in trying to sort out everything

9 and make it more palatable and legal and

10 transparent.

11 And I think that, especially Trustees

12 Tulloch, Dent, and Schmitz have done a great job,

13 and I don't think they get enough credit for it.

14 And I think that -- I just wanted to say

15 thank you to all of you at the Board for giving your

16 time -- well, not giving, but close, very close --

17 to trying to make this a better governmental agency

18 and to listen to the people. And when you ran on

19 things you made promises, you actually have tried to

20 keep those promises.

21 So thank you and happy holidays.

22 MATT: Let's go to Zoom.

23 MR. DOBLER: Cliff Dobler, 995 Fairway.

24 There appears to be a strong desire to issue a

25 contract with Granite Construction to complete the

22

1 new effluent pipeline over to next three years. The

2 contract could be as high as 46.7 million, depending

3 on how much of the 7.7 million owner-controlled risk

4 reserve is used. What I find disturbing is Kate

5 Nelson does not believe that a CMAR contract should

6 be used, and two trustee requested competitive

7 bidding be done for the remaining project. It

8 appears those comments fell by the wayside.

9 Originally, the project was designed to be

10 completed over four years with 5,500 feet already

11 done, 11,000 feet in 2024, 9,500 feet in 2025, and

12 5,000 in 2026.

13 The first phase of 5,500 linear feet costs

14 12.9 million, or a staggering \$2,345 per square

15 foot. The remaining 25,500 linear feet, according

16 to the contract, plus contingencies, administration,

17 and inspection will only be \$1,833 per linear foot

18 and total 49.6 million. This is a 21 percent

19 reduction per square foot compared to the work just

20 completed. So much for inflation. Can't use that

21 excuse anymore.

22 It should be noted that the first phase

23 was front-loaded with 1.4 million for a variety of

24 items.

25 The complication in issuing this contract

23

1 will be the Army requirements to have a competitive

2 bid contract for the \$4.3 million grant equal to

3 75 percent of 5.7 million, with IVGID contributing

4 25 percent. How can a contract be issued for the

5 entire remaining project when the Army has a set of

6 rules to provide grants? Consideration should be

7 given on how to carve up the Granite contract.

8 Consideration should also be given for

9 requirements on the \$1.6 million EPA grant.

10 As I stated before, this will take three

11 more years to complete the project. A contract

12 should be issued by year.

13 For 2024, while the plan was to complete

14 11,000 linear feet is only necessary to complete

15 7,500 linear feet, consisting of weak balance spigot

16 joints in segment three. This can be funded by

17 existing restricted cash of 15.5 million, which

18 exists as of June 30th, 2022.

19 Thereafter, the work for replacing the

20 remaining 17,000 linear feet can be determined for

21 the last two years.

22 With over 18 months of breathing room, the

23 federal grants can be firmed up and proper borrowing

24 decisions can be made. The constant fears about

25 delays stated by staff are unwarranted. If you want

24

1 to buy into the fears, then go ahead.

2 I also sent a memo to you and Mr. Magee

3 about the excess borrowing which is not necessary

4 unless the restrictions are removed from the utility

5 fund balance.

6 Thank you very much.

7 MS. FOLLETT: Hello. This is Kendra

8 Follett from Sherman & Howard. I'm bond counsel to

9 the District, and I am here for item G 2 and 3.

10 Thank you.

11 MR. SWAIG: John Swaig, Bitterbrush II.

12 I echo the previous Bitterbrush speaker,

13 so I won't rerun the comments.

14 The past months have been a difficult

15 period of anxiety affecting so many lives on so many

16 levels by the Diamond Peak/Nevada Energy agreement

17 to helicopter routes over our communities for the

18 next five years, spring, summer and fall.

19 A well-rounded group of effective

20 community residents stood up, and you listened and

21 made a powerful, quick decision in favor of our

22 communities. My particular stand was directed to

23 your mission statement, and I'm very grateful and

24 thankful that you upheld the IVGID mission and

25 vision as trustees of IVGID.

25

1 I'd also like to extend thanks to
 2 Mr. Bandelin for his support and hard work for our
 3 community and has worked to resolve the agreement.
 4 Thank you again, team IVGID.
 5 MR. ABEL: Good evening. This is Michael
 6 Abel, 900 Southwood.
 7 I have been complaining about IVGID's
 8 no-bid and CMAR policies for 13 years. So what do
 9 we get on the agenda today? Three new sole-source
 10 contracts, business items 4, 5, 6, nothing in the
 11 agenda to be competitively bid, and the beat goes
 12 on.
 13 Digging holes and putting pipe in the
 14 ground is not rocket science, and it should be done
 15 through the standard bidding process. Putting
 16 Ms. Nelson and company in front of this project is
 17 like chickens coming to the table precooked.
 18 IVGID State of Nevada loan was obtained in
 19 April of 2023 for the effluent pipeline. The source
 20 funds is the Federal EPA. When you take the federal
 21 money, it comes with strings. In the contract,
 22 IVGID agrees to comply with CFR 200, which requires
 23 competitive procurement and federal cost principals
 24 must be reasonable and necessary.
 25 IVGID did not competitively bid the

26

1 October agreement with Granite. This is IVGID
 2 continuing to do what it wants, even though the
 3 rules have changed. The rules for contract have
 4 changed, but IVGID continues to do what it wants and
 5 flaunt the laws.
 6 You know what's contained in CFR 200. I
 7 only ask as a citizen that IVGID should comply with
 8 those demands. We want to see proper contracting,
 9 proper bidding, and legal operations.
 10 Thank you.
 11 MS. WELLS: Hi. Kristy Wells, Incline
 12 Village resident. I have emailed these comments to
 13 the Board to be attached to the meeting, please.
 14 I was surprised to see tonight's agenda
 15 that has 12 items in the general business section.
 16 12. You stated there's no need to have these
 17 meetings last for more than two to three hours at a
 18 time, and then you add 12 items to an agenda because
 19 you chose to skip a meeting two weeks ago. It's a
 20 little outrageous.
 21 Now with the stacked agenda, the chairman
 22 felt the most important thing to discuss tonight
 23 would be your role for 2024, who will be chair, vice
 24 chair, et cetera. For a Board of Trustees who is
 25 supposed to prioritize the District's business,

27

1 making this item number one in the general business
 2 is something that feels ego-driven and does not best
 3 serve this community. While it is important, it is
 4 not the most-important item. But, hey, good luck.
 5 I am sure you all will get the roles you want.
 6 Moving on to item 9, the contract with NV
 7 Energy, you've heard hours of public comments made
 8 on this subject, and while the motion presented
 9 looks like you took community feedback to heart,
 10 this item is number 9 on the list tonight. People
 11 are going to have to sit around for hours waiting
 12 for your actual decision on this, when you know it's
 13 such an important topic.
 14 And your 10 deals with FlashVote, a
 15 service provided by a good friend of Trustee Dent,
 16 but carries no real value to the communities. How
 17 many surveys have you launched in the last
 18 two years? What action have you taken on all those
 19 previous surveys that you sent out? How many times
 20 have you even asked what we want to have at the
 21 Beach House? What new information have you learned
 22 from them? I'm going to guess not much, if
 23 anything. Why do we pay almost \$8,000 for this
 24 service when you have all the information you need
 25 to prioritize the requests of this community? When

28

1 are you going to take real action? Why do we still
 2 need this service? There's plenty of free tools
 3 that can be used, and if you turn this process over
 4 to IVGID staff where it should sit, I bet you could
 5 save us a bit of money. It seems like a waste.
 6 Which then leads to the eleventh item on
 7 the agenda tonight, review, discuss, and possibly
 8 acting on the FlashVote survey results. How is this
 9 not item number one? You know that this topic is
 10 what is most important to the majority of this
 11 community. You've collected feedback for years that
 12 has not lead to any significant investment in our
 13 amenities.
 14 Your priorities do not seem aligned with
 15 what the community has stated clearly in surveys and
 16 in public comments and on social media. It's time
 17 for you to focus on showing positive impacts on the
 18 decisions you have made because all I see are
 19 decisions waiting for the destruction of IVGID and
 20 decimating employee morale in the past year, and
 21 that's not something you should be proud of.
 22 Thank you very much.
 23 MATT: That was our final public comment.
 24 VICE CHAIR SCHMITZ: Closing out public
 25 comment. We'll move on to the approval of the

29

1 agenda.

2 D. APPROVAL OF AGENDA

3 VICE CHAIR SCHMITZ: Are there any

4 suggestions for the agenda?

5 I have one and that is to make it a

6 flexible agenda so that we can accommodate Chair

7 Dent's schedule. I also would like the Board to

8 consider moving agenda item G 9 to G 1 because we

9 have NV Energy here and we have community members

10 here. I will leave that up to the decision of the

11 Board.

12 Do I hear a motion?

13 TRUSTEE NOBLE: I have to recuse myself

14 from item G 9, so I can't participate in that vote.

15 TRUSTEE TONKING: I move we have a

16 flexible agenda.

17 TRUSTEE TULLOCH: I'll amend that. I move

18 we have a flexible agenda, and item G 9 moves to

19 item G 1.

20 TRUSTEE TONKING: That's still the same.

21 VICE CHAIR SCHMITZ: That's fine. We will

22 have a flexible agenda, and we will move item G 9 to

23 be G 1.

24 Moving on, we have E, which is reports to

25 the Board.

30

1 E. REPORTS TO THE BOARD

2 E 1. General Manager's Monthly Report

3 VICE CHAIR SCHMITZ: Beginning with

4 interim General Manager's monthly status report.

5 MR. BANDELIN: The GM report in your

6 packet includes the public records requests for the

7 time period of July 6th through December 6th, 2023.

8 I would also like to inform the Board

9 that, at present, staff are putting together the

10 finishing touches on the District's online portal,

11 using a system called "Next Request." Staff will be

12 presenting a verbal overview of the new portal as it

13 relates the public records requests. They're

14 meeting on January 10th.

15 Also wanted to note that staff did take

16 note from the Board suggestion that the GM report

17 include department updates from food and beverage,

18 IT, and facilities. We will include those updates

19 from those departments within the report on the

20 meeting on January 10th.

21 With the Diamond Peak update, I added in

22 the -- in the staff report for the Diamond Peak

23 update, I added the '24 budget executive summary as

24 a reminder of the budget initiatives for the

25 operation of the ski venue. The end-season status

31

1 reports will provide monthly progress reports and

2 actuals on the service measures listed in the

3 summary, as well as updates of the venue. So giving

4 you -- by attaching that executive summary, just

5 giving you a preview on the service measures that

6 we'll report on from the ski venue, monthly, moving

7 forward, now that we're open.

8 I'd like to also mention that we are

9 developing a public works engineering department

10 monthly update on projects to be included in the

11 monthly report. Our plan is to share this draft

12 report, as soon as we're able, to the Board of

13 Trustees to provide feedback for the monthly

14 updates.

15 I wanted to also update you about Burnt

16 Cedar RFID access gate. It has been installed at

17 the entrance of the beach on the left side of the

18 access house. Staff has ordered and received the

19 pass media to activate the gate, and the media

20 reader for the access gate has been received and is

21 in the process of configuration for the media.

22 We have also ordered and received the

23 special media printers used to provide a picture on

24 the piece of media. And the next steps, which is

25 kind of a big task, is the issuing of the new RFID

32

1 Picture Pass to the qualified community members.

2 We plan on bringing the Board a, call it

3 "SOP" for the review, for their review on the

4 issuance of the media soon. The staff would like to

5 share how it's quite an undertaking, I believe.

6 We've been taking about it for sometime. I think

7 that would be important to be able to share the

8 processes of how we would disseminate that media.

9 Staff is also working on a standard for

10 the beach entrance signage requirements to improve

11 the aesthetics and provide a more pleasing look to

12 the entrances of the beaches.

13 I'll go ahead and call for any questions

14 on the GM venue status report.

15 TRUSTEE TONKING: Thank you for your

16 presentation. Two questions: Can you talk to me

17 about the amount of time that it took to fill this

18 list of public records requests? Are we still

19 tracking it?

20 MR. BANDELIN: I can. But District Clerk,

21 Heidi White, may be able to answer that question.

22 MS. WHITE: To my understanding, at that

23 point in time the last two weeks, we have spent a

24 little over 40 man hours on tracking those down.

25 TRUSTEE TONKING: On this, can we please

33

1 have a column that says the amount of time for each
2 request? So if it's under an hour, just under an
3 hour. But going forward, I think that's important.
4 And then my next question is related to
5 the RFID information. Are you going to be able to
6 provide a card, one card, that can be used at
7 Diamond Peak so we can have a ski pass there, and
8 then also be used, like, at beach access, instead of
9 having a bunch of different cards floating around?
10 And save us some money.
11 MR. BANDELIN: I'll elaborate a little bit
12 on that. We ordered the media that has statements
13 on it and room for a picture. The media that is
14 going to be used for the Picture Pass Holder is
15 currently being used for the resident ski passes.
16 So without me getting too -- saying too
17 much that I don't know about, eventually what you'll
18 see is that upon a statement of an SOP being
19 developed that that piece of media has already been
20 issued to the Picture Pass Holder resident, ski pass
21 will then be brought down to the Rec Center to be
22 able to be converted to be able to open the gate at
23 the Burnt Cedar.
24 TRUSTEE TONKING: And they will be
25 combined?

35

1 ago. Can you advise when that will be going out?
2 MR. BANDELIN: Yes. Staff will be
3 bringing a proposal for legal counsel for the
4 District in the first meeting in January on the
5 10th.
6 TRUSTEE TULLOCH: For an RFP to go out to
7 look for new legal counsel; is that correct?
8 MR. BANDELIN: At this particular time,
9 the District might take the position to move into a
10 legal counsel provided by BBK upon Board approval
11 prior to going out for an RFP for legal services,
12 mainly due to the bandwidth of staff and possibly
13 waiting for the onboarding of the general manager.
14 TRUSTEE TULLOCH: I'm surprised at that
15 because there was a board agreement and a board
16 instruction a few months ago to go ahead and issue
17 and RFP. If that has changed, I'd like to
18 understand or to see why in the motion that's been
19 changed. I don't have the date in front of me, I
20 don't have anything available here, but as I recall,
21 either two or three months ago, we did instruct
22 that. We also suggested changes in the proposal.
23 MR. BANDELIN: I believe you're right on
24 the timeframe of that.
25 TRUSTEE TULLOCH: Okay. Perhaps we can

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1 MR. BANDELIN: That's that goal.
2 TRUSTEE TULLOCH: A question, just
3 following up on some of the RFID questions.
4 In terms -- I'm not sure about Diamond
5 Peak passes, Mt. Rose don't have any pictures or
6 anything on them. Normally at the ski resort, it's
7 not an issue because the lift attendants do random
8 checks against the database for passes being used.
9 We're proposing to use pictures on the
10 RFID passes; is that correct?
11 MR. BANDELIN: That is correct.
12 TRUSTEE TULLOCH: I would also -- I
13 totally understand the desire to have only one card.
14 I think that's perfectly well, the best way to go.
15 I would suggest we take this slowly, one step at a
16 time, to make sure that we're not being exposed, the
17 District, if we find flaws in the system. I would
18 urge some precaution just in terms of, rather than
19 just going full speed ahead to get one card that
20 accesses everything and then find out we have
21 security issue from it. Just my personal view.
22 The other thing, I don't see anything on
23 the agenda or in the General Manager's report about
24 issuing an RFP for new legal services, which I
25 recall the Board authorized two or three meetings

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1 take that discussion offline. I would -- I expected
2 this to be moving ahead with an open advert. And
3 BBK would obviously be very welcome to respond to
4 that as well.
5 MR. BANDELIN: Duly noted.
6 VICE CHAIR SCHMITZ: I just have a couple
7 of questions.
8 This comes back to a discussion, and,
9 perhaps, we need to put it on our next agenda, and
10 that is the issue with the tennis courts. It seems
11 as though the approach we're taking is we haven't
12 moved fast enough, and so, therefore, we're going to
13 do something very short-lived, that will be a cost
14 to the District as opposed to taking what action
15 needs to be taken with the -- whatever surfacing or
16 reproduction of the tennis courts.
17 My feeling is we should put that into high
18 gear, and let's try to get that prioritized so that
19 we aren't wasting money and putting in a temporary
20 fix this year only to, a year later, go and rip that
21 out and potentially redo.
22 So, if that needs to be on our long-range
23 calendar, I think that's something we need to bring
24 to the Board.
25 MR. BANDELIN: Noted.

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1 TRUSTEE TONKING: I believe we resurface
 2 every year anyway. That's something we've always
 3 done because we have such bad infrastructure.
 4 And I think my understanding -- and maybe
 5 this is a discussion we should have with
 6 engineering, but my understanding was we can't get a
 7 contractor, the permitting, fast enough in order to
 8 have a contractor by May 1. That's the issue we're
 9 running into.
 10 We can talk more about this offline, you
 11 and I, and I can explain to you what I heard.
 12 VICE CHAIR SCHMITZ: I think that we need
 13 to not spend money only to rip things out and spend
 14 more money. So, let's figure out what we need to do
 15 with those tennis courts that are deteriorating
 16 underneath, and let's move them forward. We can put
 17 that on our long range calendar.
 18 Any other questions?
 19 Moving on to the verbal report on the
 20 update for the general manager recruitment status.
 21 E 2. General Manager Recruitment Status
 22 MS. FEORE: A quick verbal update on the
 23 GM search. I may have spoken with individuals about
 24 this. In partnering with Bob Hall and his team, we
 25 tasked them to provide us a wide variety of

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1 and associates -- and they have generously agreed to
 2 continue to working with us without additional fees,
 3 outside of advertising, which is really nominal, to
 4 continue the search. My goal is that by
 5 mid-January, I'll have a better idea of, moving
 6 forward, the kind of the applicants that they've
 7 received.
 8 I will tell you that my belief is the bulk
 9 of the candidates that we're going to receive don't
 10 have extensive private industry-type background. I
 11 believe they are generally folks who are looking to
 12 continue their careers in governmental agencies.
 13 But we've cast the net very far and very wide, and
 14 they've got a couple of people working on that.
 15 They've been really responsive and phenomenal in
 16 working with.
 17 My goal is that by mid-January, I'll come
 18 back with a verbal report of what we're seeing and
 19 what our next steps are intended to be. And that's
 20 kind of it.
 21 TRUSTEE TULLOCH: Given the lack of
 22 progress, should we be reconsidering whether we're
 23 using the right recruiting consultants at the
 24 moment? Let's be honest, we don't seem to have seen
 25 much in the way of results, and we've all heard the

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1 candidates with varying backgrounds, not to just be
 2 focused on governmental. We were looking for folks
 3 who have, for lack of a better term, resort-type
 4 experience with resort-type amenities like
 5 recreation and such.
 6 They did initially present to us a very
 7 impressive, but incredibly limited, list of great
 8 candidates. My biggest concern in that was the lack
 9 of range that I believe -- and having worked with
 10 our interim General Manager and also talking with
 11 our interim Director of Finance to be able to bounce
 12 ideas off, we were concerned that this search didn't
 13 yield exactly what it was that we wanted to present
 14 to the team.
 15 Now that all said, we know that
 16 historically the worst times of year to recruit for
 17 executive-level positions are towards the end of the
 18 year. People are getting ready for the holidays,
 19 and it's just not a prime recruiting time for that
 20 level of position.
 21 Conversely, come the first of the year, a
 22 lot of people do that kind of reexamination of life
 23 and, perhaps, they want to reconsider other careers
 24 or other opportunities.
 25 What we've done in working with Bob Hall

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1 complaints form the community, why is this going so
 2 slowly?
 3 Should we be reconsidering our choice to
 4 have consultants?
 5 MS. FEORE: I think that's a fair
 6 question. I feel very strongly that we have the
 7 right agency, only because I've seen the net that
 8 they did cast, it was incredibly impressive. And
 9 there's one thing we're getting with an agency like
 10 Bob Hall and Associates, and that is that personal
 11 touch. I get constant communication that I wouldn't
 12 necessarily get if we went with a larger firm.
 13 I really believe that this -- and I would
 14 say that if we come back in January and the pickings
 15 are still slim, maybe that's a conversation that we
 16 reconsider. But I do believe, having had experience
 17 in the recruiting world for a number of years, this
 18 is just a really difficult time of year to be
 19 recruiting for this level of position. And I think
 20 that, along with our desire to present to the Board
 21 a more vast background, I think has probably delayed
 22 the process just a little bit.
 23 TRUSTEE TULLOCH: I understand that. And,
 24 yeah, I don't think anything disparaging or
 25 suggesting they're not working their hardest.

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1 My concern is the lack of progress and the
 2 fact that, from your report, it appears they are
 3 just bringing forward more cookie-cutter candidates,
 4 more of the same.

5 MS. FEORE: To clarify, the candidates
 6 that they did bring to our attention were the
 7 candidates they did receive. They actually
 8 presented to us what they received, and we had
 9 narrowed it down to what we would consider proposing
 10 to the Board. It was just -- my biggest concern was
 11 that the number was pretty limited. And I think for
 12 in a position like this, you want to see a variety
 13 of candidates. You want to talk with people with a
 14 greater number of candidates.

15 This was an internal decision, in
 16 partnering with Bob Hall and Associates, so I just
 17 wanted to clarify that piece as well.

18 And again kind of going back to it, I
 19 think we're going to see -- and I know Bob and his
 20 team are going to talk to everybody and their second
 21 cousin, but I think what we are going to see is
 22 probably a greater list of career city officials. I
 23 think those are the folks who are interested in this
 24 type of work.

25 We'll do our best, I will promise you

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1 that.

2 TRUSTEE TULLOCH: That just amplifies my
 3 concerns that we're just going to see more of the
 4 same. That's why I'm wondering, are we getting the
 5 correct diversity of candidates from this agency?
 6 We're not a city; we're distinctly different from a
 7 city, and we're distinctly different from a county.

8 I think that was -- seemed to be the
 9 general desire expressed by the Board as well, to
 10 not just move to another career public official in
 11 terms of that. And that's why I'm raising these
 12 concerns, because it sounds like we're just getting
 13 basically the same, maybe getting more of the same,
 14 and not having any diversity of thought and
 15 diversity of candidates.

16 TRUSTEE TONKING: Correct me if I'm wrong,
 17 but if I'm understanding from what you're saying is
 18 that it is -- it's not so much the agency that's
 19 having problems getting the people, it's that people
 20 may not -- in the private sector, may not be as
 21 excited to work in the government sector, and we're
 22 seeing much more career people from the government
 23 sector than -- it's not so much an agency; it's more
 24 of an opting-in issue.

25 MS. FEORE: That is my professional

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1 opinion. And I think part of that is they're --
 2 it's difficult to -- I understand that this is in a
 3 city and I want to be careful on how I say this
 4 because this is just my general opinion. There are
 5 very specific rules and regulations to managing a
 6 general improvement district, that people in
 7 executive positions in private industry may not feel
 8 comfortable or may not feel that they have that kind
 9 of background to be successful in this type of
 10 career, so why would they risk the great career that
 11 they currently have for a position that they may not
 12 be well suited for. Again, just me supposing the
 13 mindset of people.

14 VICE CHAIR SCHMITZ: I want to comment and
 15 say thank you, appreciate your effort.

16 And I think one of the things we should be
 17 thinking about is that we have an opportunity here
 18 with the director of golf position, with food and
 19 beverage, with other positions to make sure that in
 20 those positions, we are hiring people who have
 21 hands-on business knowledge running those
 22 businesses. And that we would, potentially, then
 23 have a general manager who understands how to deal
 24 with the governmental side of things.

25 We do have an opportunity here to

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1 accomplish the goal, and it might just be a little
 2 bit of a different mix. It is our time to build
 3 that proper mix.

4 MS. FEORE: Thank you for saying that
 5 because that is a really, really good point. If we
 6 can build the venue folks who have that kind of a
 7 background, and then, basically, our leader has the
 8 knowledge of government, I think that that can help
 9 guide the ship as well.

10 It's not to discount Trustee Tulloch, I
 11 completely understand what your concerns are, not to
 12 discount that we don't want to bring to you a
 13 variety of candidates, I just -- I guess I feel like
 14 I need to make sure that you are prepared for the
 15 fact that I may come back to you with another list
 16 of career city officials, and that's through no
 17 fault of Bob Hall and his team.

18 TRUSTEE TULLOCH: Totally understand that.
 19 And I totally understand Trustee Schmitz's thoughts
 20 upon it.

21 But, again, if -- we kind of know already
 22 that what the current recruiting consultant is going
 23 to bring back is just more of what we've not been --
 24 what staff have not been particularly satisfied with
 25 so far, to me, it's a case of, well, why are we

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1 doing the same thing and expecting different
 2 results?
 3 That's why I'm suggesting maybe we should
 4 consider either bringing in another agency in
 5 parallel, or looking at other potential options as
 6 well. We're just doing the same old thing and
 7 expecting different results.
 8 VICE CHAIR SCHMITZ: We'll take that under
 9 advisement, and we will include that in our January
 10 report, if that's acceptable, so we can move on.
 11 TRUSTEE TULLOCH: Thank you.
 12 VICE CHAIR SCHMITZ: Thank you.
 13 Moving on to E 3.
 14 E 3. Beach Season Wrap-up
 15 VICE CHAIR SCHMITZ: In an effort to try
 16 to get through -- we have a really lengthy agenda
 17 tonight. Rather than going through the individual
 18 presentation slides that we've all had the
 19 opportunity to review, could we open it up for
 20 questions?
 21 MS. LEIJON: Absolutely. I would like to
 22 take this moment to introduce Adia Van Peborgh. If
 23 you don't know her, she has been supervising the
 24 beaches for about two years now and in a lead
 25 position prior to that from 2018. Adia started with

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1 the District at the age of 14 at Diamond Peak as a
 2 seasonal ski instructor in 2013, and then in 2015,
 3 became seasonally employed during the summer at the
 4 beaches.
 5 She is now at the Rec Center and has been
 6 with us since 2021, stole her from Mike Bandelin,
 7 and has recently been promoted to operations and
 8 community programming. She will be overseeing the
 9 beaches in that position, continuing to oversee the
 10 beaches.
 11 I'm turning this report over to Adia. If
 12 anybody has a really good handle on what's going on
 13 at the beaches, she does.
 14 VICE CHAIR SCHMITZ: If it's all right
 15 with you, I'm just going to open up the floor for
 16 questions.
 17 TRUSTEE TULLOCH: I'm looking at the
 18 presentation. You talk about food and beverage
 19 concessions, that was a change this year. Do we
 20 have any results? Has this been a worthwhile
 21 exercise, whether we've broken even on this, lost
 22 money, or what the situation is? Obviously with
 23 next year's budget coming out very quickly upon us,
 24 we need to consider whether this is still the right
 25 way to go.

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1 I'd like to see some data, some reporting
 2 on this to see whether it has been an effective move
 3 or not been effective.
 4 MS. LEIJON: Unfortunately at this time,
 5 we have just recently closed June of 2023, which
 6 does not give us enough data to really look at what
 7 food and beverage did throughout the summer months.
 8 So, we do not have any recommendation about whether
 9 or not it was profitable at this time. That is --
 10 the revenue from the beach operation does go to food
 11 and beverage, and that information is not in this
 12 report.
 13 We are working with Bobby Magee and his
 14 staff to try to get that in information to you as
 15 quickly as possible to see if it would make more
 16 sense to go out to RFP to possibly bring in a vendor
 17 again.
 18 Our biggest challenge, not so much this
 19 past year because we reduced the hours drastically
 20 at the beach for operations, it was we closed a
 21 few days and had shorter hours for food and
 22 beverage. I would have to really dig into their
 23 operational plan to give you the exact hours that
 24 they opened. I can't remember off the top of my
 25 head. But I do believe the year prior, our biggest

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1 issue was staffing, where our vendor in the past has
 2 brought with them existing staff. They are working
 3 with these individuals year-round, and they're able
 4 to bring them into our seasonal operations. I
 5 believe that if we go to RFP, the staffing issue
 6 would be limited.
 7 I'm sorry that we can't provide any more
 8 financial information for you know to make an
 9 informed decision, but we're working on that and
 10 will get back to you on that as soon as possible.
 11 TRUSTEE TULLOCH: What's the proposed
 12 timing for that? Obviously if we need to get an RFP
 13 out, we need to get moving on this.
 14 MS. LEIJON: I was on the phone with
 15 Director Magee. I know he has a very long list of
 16 priorities that the Board has asked from him, so
 17 I'll be working with his staff as quickly as
 18 possible.
 19 I would like to see an RFP completed by
 20 February, if that's possible. Again, with our
 21 limited staffing that we have as far as director of
 22 community services and food and beverage, it may be
 23 challenging, but that's the goal.
 24 TRUSTEE TULLOCH: Another question: I
 25 noticed on your proposed beach operations

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1 improvements, we're talking about
 2 full-time, year-round ambassador positions,
 3 benefited. I'm trying to understand what these
 4 positions are and they require full -- year-round,
 5 full-time positions for this when the beaches are
 6 still relatively open during the winter period.
 7 MS. LEIJON: That is our only source of
 8 management of beach access during the winter months.
 9 I'm going to turn this over to Adia because it's one
 10 of the areas that I feel she is ready to present on.
 11 She worked very closely with me and Curtis Trujillo
 12 from human resources to create the ambassador
 13 position.
 14 It has grown from a summer, seasonal
 15 position to one that serves the District in many
 16 different areas. The parks are managed by the
 17 ambassador, the Rec Center is closed nightly by the
 18 ambassador. So we eliminated some of the security
 19 costs that we had in the past and transferred it to
 20 the ambassador position.
 21 It's a much more collaborative role in the
 22 District now whereby they're assisting parks,
 23 they're assisting the Rec Center, they're covering
 24 the beaches, and they pretty much have an eye on
 25 most of our parks and rec venues year-round.

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1 utilized that much, as much as we would think that
 2 they would be, and it's causing a lot of issues for
 3 our front-line staff.
 4 There's a lot of people that do not
 5 understand why their grandchildren can't be in the
 6 first degree. And then they end up kind of picking
 7 and choosing which of their family members to kick
 8 out of their -- which one's going to purchase the
 9 additional pass and not have golf access.
 10 When I ran these numbers, one thing you
 11 can't see in additional purchased passes, to give
 12 you a little bit more insight on how this is
 13 working, is these active passes, the active passes
 14 that were utilized in 2023, there's about ten scans
 15 per pass; the additional passes, there's about
 16 five and a half scans per pass. So they're paying
 17 for these passes, but not using them as much. We
 18 have had a lot of residents asking to have their
 19 grandchildren put in the first degree.
 20 Full-time, year-round ambassador
 21 positions, Sheila touched on that a little bit. We
 22 have had -- as of right now, we have two employees
 23 who work year-round for the beaches, and then a
 24 handful of seasonal staff, summertime or wintertime,
 25 that work for the beaches. These employees have

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1 TRUSTEE TULLOCH: I'll take note, Trustee
 2 Schmitz has noticed the problem a time, I think this
 3 is something I'd like to understand. This is an
 4 ambassador position, this sounds more like a
 5 facilities management position, and where this
 6 position should be and what we're actually doing
 7 with it. You understand my concerns. Let's take
 8 this offline in the interest of time here.
 9 But, yes, I need to -- I'm not sure why
 10 we're actually increasing this level here at this
 11 stage, but we can take that offline.
 12 TRUSTEE NOBLE: Looking at page 15 of the
 13 slides, the proposed beach operations and
 14 improvements, and you've got bullet points. I was
 15 wondering if you could just briefly with each one,
 16 touch on each one of those five, and the reasoning
 17 why you are going to be proposing those
 18 improvements.
 19 MS. VAN PEBORGH: Okay. The first one
 20 here is recommendation to adjust the family tree to
 21 including grandchildren in the first degree. And
 22 the reasoning for this is, one, if you'll notice on
 23 my eleventh slide here, a lot of those additional
 24 passes are being purchased by grandchildren of
 25 homeowners. Those passes really are not being

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1 firsthand knowledge of all of our beach rules and
 2 regulations, of Ordinance 7, and they're the ones
 3 upholding it year-around, because our beaches are
 4 restricted year-around.
 5 They also are trained in incident
 6 reporting, and they have District cell phones in
 7 which they can call 911 in any case of emergency,
 8 they're CPR certified, first aid certified. They're
 9 the only employees on the beaches that can respond
 10 to emergencies in the wintertime.
 11 Fine-tuning onboarding processes for beach
 12 hosts and higher-level training opportunities for
 13 ambassadors, my onboarding process for beach hosts
 14 right now is fairly streamlined. However in years
 15 past, prior to COVID, we did have a Parks and
 16 Recreation orientation at the beginning of the year,
 17 and that has since laxed. I'd like to bring an
 18 orientation back, which introduces a lot of the
 19 management staff.
 20 In working with parks and the Rec Center,
 21 all of the management staff in those areas are
 22 really good at introducing themselves to each team
 23 and getting to know them. It would be nice to be
 24 able to do that at the beginning of the season.
 25 And higher-level training opportunities

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1 for our ambassadors, I would like to see them get
 2 water safety certified in order to better help if
 3 there's any emergency in the water when there's no
 4 lifeguards on the beach, as well as potentially
 5 getting some training with our Sheriff's Department
 6 in deescalation.

7 CHAIR DENT: Before we go on, Trustee
 8 Schmitz?

9 TRUSTEE SCHMITZ: I just have a couple of
 10 clarifications on the two points that you already
 11 covered.

12 One of the things in the public works
 13 organization, in the, I believe, union contract,
 14 they have a really great family tree that's
 15 documented. I think we should take a look at that
 16 and see how that fits and see if we can have
 17 consistency there. I'd encourage you to seek out
 18 that information.

19 Then I just have a question about the
 20 second bullet point, the ambassadors. Do they work
 21 weekends? Because we received a complaint about
 22 excessive, apparent non-residents,
 23 non-beach-deed-benefited individuals over the
 24 Thanksgiving weekend holiday. So are they working
 25 on those holiday weekdays? And do they actually

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1 inform people and request that they depart?
 2 MS. VAN PEBORGH: Yeah. As of right now,
 3 a majority of the time they are staffed from 7:00
 4 A.M. until the beach is closed around 8:30 or dusk,
 5 it's really when it gets dark, that's when they
 6 close the beaches.

7 Holiday weekends, I do have requests from
 8 some of them that they don't want to work or some of
 9 them don't mind and they will work. They are there
 10 on the holidays. Typically when it's wintertime
 11 like this and we don't have access to the booths or
 12 the computers, they will approach individuals who
 13 are breaking our rules, our beach rules and
 14 regulations. And when they approach those
 15 individuals, they will ask them if they have beach
 16 access.

17 So if they weren't breaking the rules and
 18 regulations, they may not have approached them. But
 19 they have, and we have record, typically they fill
 20 out an incident when they approach people, they
 21 don't have access, and they kick them off the beach.

22 TRUSTEE SCHMITZ: Thank you.

23 MS. VAN PEBORGH: Stronger compliance with
 24 TRPA in reference to kayak and paddleboard
 25 locations. We've already moved some of our

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1 paddleboard racks to better comply with TRPA
 2 regulations of keeping them out of the stream zone.
 3 We will continue to adhere to their regulations and
 4 make sure that our storage is in compliance.

5 Improved patron communication on issues
 6 such as pool closures, lifeguards off-duty, fire
 7 restrictions on red flag days, weather-related
 8 impacts. It's my suggestion that in our next budget
 9 that we purchase LED signage for each of beach
 10 booths that can be changed, depending on what kind
 11 of information we need to get out to the public.
 12 So, stuff like when it's a red flag day and you
 13 can't use the barbecues, there's no lifeguards on
 14 duty, issues such as that, we can put up on these
 15 LED signage that's on top of the beach booth.

16 And I also want to improve our overall
 17 flow of communication throughout our internal
 18 system. So, when there is a pool closure or
 19 lightning nearby, making sure that we finalize our
 20 policies on those type of situations.

21 There's more on the other side.

22 TRUSTEE SCHMITZ: I have a question. We
 23 have Fire Chief Summers in the audience.
 24 Will we ever be able to use those
 25 barbecues or should we convert them?

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1 MS. VAN PEBORGH: I do think -- in the
 2 trends that has been going on with our fire weather
 3 during the summer, I do think it might be something
 4 that we should consider, converting them to gas
 5 grills. We have been able to use them. We work
 6 closely with the Fire Department to make sure we're
 7 in adherence. And so that's red flag days and lake
 8 wind advisory, we say that you cannot use the
 9 charcoal barbecue grills.

10 But this summer, we did have access to our
 11 barbecue grills. We just had a lot of red flag days
 12 as well.

13 So, requiring a guest list for group
 14 picnic reservations at the beaches, this came up in
 15 our end-of-season beach debrief with my staff
 16 members. Each year, we take about three, four hours
 17 and talk about things they think could be improved.
 18 This is something that came up with that.

19 We have about -- this year, we had about
 20 71 group picnic rentals down at the beaches. And
 21 most of the time they go really well. Not sure if
 22 you're aware of our process, but typically the
 23 resident will chose if they want to tally the guests
 24 at the gate and pay for them later, or if each guest
 25 is going to pay for themselves.

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1 When we do tally them at the gate, we have
2 had situations where it's a he said/she said of how
3 many guests actually attended. We have our tally
4 list, and then the resident is saying that they have
5 a different tally of how many people attended.
6 It would be my recommendation and my
7 staff's recommendation that, if we're going to
8 continue with group picnic reservations, the
9 resident is required to provide some sort of guest
10 list for who is going to attend their event.
11 Then, not sure if you heard, but,
12 unfortunately, South Lake Tahoe has had a New
13 Zealand mud snail invasion. TRPA is working to
14 contain them. It has not reached North Lake Tahoe
15 as of yet, but we are in communication with TRPA.
16 They are going to provide us with any sort of
17 changes to our operation that we may need to do in
18 order to prevent the spread of the snails.
19 Then expanding on incident report tracking
20 and implementation of newly revised incident
21 reports, I have been working with the safety
22 committee on their process of making incident
23 reports a little more user-friendly and refining
24 them a bit more. Because a majority of incidents do
25 happen at the beaches -- I would say beaches and

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1 which is different than the parcel.
2 As of right now, the way that guests are
3 entered into software, there's not a reporting
4 process for that. If we wanted to do that in the
5 future, that is something we can talk about and
6 adjust.
7 TRUSTEE SCHMITZ: Was it something that
8 was a challenge for staff to manage when we had
9 people with more than 15 guests? Where they
10 required to make group picnic reservations? How
11 many of those did you have?
12 MS. VAN PEBORGH: So, essentially, I would
13 say it happened twice this summer where somebody
14 came up to the gate and had more than 15 people and
15 they're like, hey, I want to bring these people in
16 as guests.
17 My staff are all well aware of the new
18 implementation to the Ordinance, and they turn them
19 away. They say, "I'm sorry, you can't have more
20 than 15 guests per parcel."
21 The two incidents that I'm talking about,
22 the individuals then went up to the Rec Center and
23 purchased a group picnic rental. So those two were
24 managed. They had no problem going up there,
25 purchasing a group picnic rental, coming back down

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1 Diamond Peak get the most incidents -- I have been
2 heavily involved in this process.
3 This summer I did work with Kari Brant to
4 produce a better recordkeeping of our incident
5 reports so that we can actually document and keep
6 track of when individuals have multiple infractions
7 or if there's a safety hazard that's continuing to
8 happen at the beaches. We will continue to work on
9 that, and also train staff on an incident reporting
10 process so we can keep refining the way that we're
11 doing it.
12 TRUSTEE SCHMITZ: One of the things we
13 changed in Ordinance 7 was to restrict the number of
14 guests per parcel, per day. Did we run any sort of
15 a report to know how many times did we have more
16 than 15 guests per parcel?
17 It was something that we wanted to have
18 monitored to determine whether that was too high or
19 too low. I didn't see that report in here.
20 MS. VAN PEBORGH: Unfortunately with the
21 software that we currently have, I think it's been
22 talked about before, we cannot run a report per
23 parcel. It would take a lot of sitting down and
24 looking at the different parcels. Our software does
25 not record by parcel. It records by household,

60

1 with the paperwork. All is well and good.
2 And then any other instance that would
3 have occurred that I'm not aware of, my staff know
4 to turn them away if they show up with more than 15.
5 And I did have some of my ambassadors
6 bring up situations to me where they thought maybe
7 this one person kept bringing in people, and we
8 addressed those situations that day as well.
9 TRUSTEE SCHMITZ: I have to commend you
10 and your staff.
11 From a demeanor perspective, was this year
12 better than years in the past, as far as how staff
13 in the booths were treated by parcel owners and
14 guests?
15 MS. VAN PEBORGH: I really appreciate
16 that. Thank you. My staff do work really hard and
17 I love them so much.
18 But I think it's all relative. I feel
19 like every single year we have different issues.
20 And, obviously, as staff revolve as well, this is
21 not a job that, coming from a different job, you
22 would be able to anticipate what is going to happen.
23 In terms of incidents, I think it's about
24 the same, if I'm being honest.
25 TRUSTEE SCHMITZ: Is there anything that

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1 we can do to help be supportive of the staff sitting
 2 in that booth dealing with things? Is there
 3 anything that this board can do/should do?
 4 MS. VAN PEBORGH: I think, realistically,
 5 continuing on improving our incident reporting
 6 process and making sure that we follow up on
 7 incidents that do occur, that's going to be the most
 8 helpful in these situations.
 9 When I first started working back in 2015
 10 for the beaches, if somebody started screaming at
 11 you, nobody cared. So I think just making sure that
 12 we document the incidents and follow up on incidents
 13 is going to be the best thing for the staff.
 14 TRUSTEE TULLOCH: In terms of for group
 15 picnic reservations, do we not ask for payment
 16 upfront in terms of if somebody's got 15 guests, do
 17 we not ask for that payment upfront as well a guest
 18 list?
 19 MS. VAN PEBORGH: No. They pay for the
 20 group picnic reservation itself upfront. They give
 21 their estimate on how many guests are going to
 22 attend, but we don't charge them for guests until
 23 after the event.
 24 Some residents do chose to have their
 25 guests pay for themselves.

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1 change the permit.
 2 Should we not be issuing that for the
 3 number of people they're requesting? Otherwise, how
 4 do we manage it if someone books for 15 and then
 5 turns up with 50?
 6 CHAIR DENT: I think you're combining two
 7 separate issues. One is just guests showing --
 8 Picture Pass Holders showing up at the gate and
 9 trying to bring more than 15 people without having
 10 any sort of group set up, where there were 71
 11 reservations where knew we there would be a large
 12 group. I think the add of the guest list will help
 13 manage that.
 14 Because then you guys can check it off as
 15 they come in and it's hard for them to argue that
 16 their guests didn't show up.
 17 TRUSTEE TULLOCH: Understood. Just,
 18 obviously, if somebody makes a reservation for 50,
 19 then turns up with two, we've reserved the space for
 20 50 or whatever the number happens to be. It just
 21 seems to make more sense to charge based on that.
 22 But, okay.
 23 Thank you.
 24 TRUSTEE NOBLE: When somebody makes a
 25 group reservation, they pay a flat fee for that

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1 TRUSTEE TULLOCH: Well, wouldn't we just
 2 simplify it and remove the problems of he said/she
 3 said and the problems of sometimes getting payment
 4 that you mentioned earlier, if we charge, do a
 5 credit card hold for the guests upfront?
 6 MS. VAN PEBORGH: We do hold their credit
 7 card information. In terms of charging them
 8 upfront, I think that would actually cause that same
 9 issue in terms of -- we'd still have to track how
 10 many guests came in, and then if there are less than
 11 that number, we would have to refund them. If they
 12 are more than that number, we'd have to call them
 13 and have them pay more.
 14 TRUSTEE TULLOCH: Would we necessarily
 15 have to do that? Typically, if somebody's making a
 16 reservation for the 15, we would expect them to pay
 17 for the 15, shouldn't we?
 18 MS. VAN PEBORGH: Correct, but say if they
 19 pay for 15 and 20 people show up, we're going to
 20 have to charge them for those extra people, and they
 21 could do the same thing where they're saying these
 22 extra five people didn't show up.
 23 TRUSTEE TULLOCH: Well, it's just -- I
 24 think you said earlier that when they turned up with
 25 more than allowed, they then had to go and get --

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1 spot, say the Burnt Cedar pit; correct?
 2 MS. VAN PEBORGH: Correct. We do have
 3 weekday pricing and weekend pricing.
 4 TRUSTEE NOBLE: And then they have the
 5 ability to up to 99 people; is that correct?
 6 MS. VAN PEBORGH: Correct.
 7 TRUSTEE NOBLE: I'd give an example, I've
 8 had times where I've reserved it. We've expected 75
 9 to 90 people, but there's been smoke or
 10 thunderstorms, and we end up having 12 people who
 11 are okay with breathing in the smoke or getting
 12 soaked with the thunderstorms.
 13 But I think the idea of having a guest
 14 list and then that's checked off would be a
 15 fantastic way of belts and suspenders. And that way
 16 you also don't get somebody coming in, feigning that
 17 they're part of this group. They would at least
 18 have to know somebody's name on that group, which
 19 would, I think, is going to -- somebody that's doing
 20 that, I find that hard to believe they're going to
 21 be able to pull that off.
 22 TRUSTEE TONKING: This is a great
 23 presentation. I appreciate all the recommendations
 24 you put forward. It was really helpful to walk
 25 through each of them to answer a lot of my

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1 questions.

2 Thank you for both for the time.

3 CHAIR DENT: One last question. Unless my

4 colleagues have anything else?

5 Other than the first bullet point,

6 adjusting the family tree, were there any other

7 enhancements or changes that you guys recognize

8 this year that become an Ordinance 7 issue? Nothing

9 else -- I think only the first bullet point becomes

10 an Ordinance 7 recommendation.

11 And not that -- it would be nice to see

12 that list sooner rather than later. We've had that

13 on the long range calendar for a while, but we're

14 now two summers in, so I think it would be good to

15 get going on that.

16 MS. LEIJON: We plan on bringing that back

17 to you in January.

18 And it is mainly management of incident

19 reports and issues, not so much related to the

20 beaches. We feel very strongly, related to beaches,

21 that Ordinance 7 is pretty solid.

22 MS. VAN PEBORGH: My staff would agree as

23 well.

24 CHAIR DENT: Any further questions?

25 That will close out item E 3. Moving on

67

1 cutting 20 individual checks to the same vendor in

2 the same day, we've got to look at better ways of

3 managing that. Particular from a case of making

4 sure that we've got proper financial controls in

5 place for that.

6 Also, we're now starting to generate some

7 money on our investments from our general fund

8 account.

9 I'll pass it across to interim Finance

10 Director Magee to give out more detail about that.

11 CHAIR DENT: Before we pass it along, he's

12 not in the room.

13 TRUSTEE SCHMITZ: Where are you standing

14 as far as adding a P card report to this report? Is

15 that's something on the to-do list?

16 TRUSTEE TULLOCH: Yes, it's on the to-do

17 list. I mean, I believe that these things should be

18 published, and we should be publishing these on the

19 website as well, along with the financial report.

20 You know, P cards, I've had lots of

21 discussions on in the past. There's still a lot of

22 work to do in terms of that.

23 TRUSTEE SCHMITZ: I have a question on

24 page 59. It looks like, perhaps, AT & T was paid

25 twice. I don't know.

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1 to item E 4.

2 E 4. Treasurer's Report

3 CHAIR DENT: October 2023 activities, just

4 treasury report.

5 TRUSTEE TULLOCH: As you see, we talked in

6 our previous treasure's report, the finance team has

7 been working on improving this report. It's still

8 very much a work in progress. What's notable is

9 we're actually reporting expenditures and costs,

10 various aspects, but we're not showing it against

11 budget yet. I've been working with interim Director

12 Magee to start moving forward so we can actually

13 understand what these numbers mean.

14 At the moment, it's all very well showing

15 that we spent, say, 8.3 million on salaries, year to

16 date, but is that within the expected budget range

17 or is it way outside it? That's what we're still

18 missing here, is having some metric to measure these

19 expenditures against.

20 Hopefully, it's at least becoming a bit

21 clearer, month by month, in terms of where the

22 money's going.

23 The other big issue we've been discussing

24 is still the number of checks that we're cutting,

25 individual checks that we're cutting. If we're

68

1 I'm just bringing it to Mr. Magee's

2 attention, on page 59, right in the middle of the

3 page. Do you see that?

4 MR. MAGEE: Yes.

5 TRUSTEE TONKING: On page 6 of your

6 report, page 53 of the board packet, you have the

7 cost centers and then the year-to-date revenues and

8 expenses.

9 You say your financial record is not yet

10 closed, but these numbers are what you believe to be

11 correct up until when this board packet was printed,

12 or is this just until June?

13 MR. MAGEE: The reason this disclaimer is

14 on here, obviously, is that we're still diligently

15 working on closing last year's books, and there's a

16 number of accounting transactions that have happened

17 that are not reflected in these number. These are

18 not complete. We know there are some missing

19 revenues on there, for example, that we can identify

20 we are going to get to them, but as of right now,

21 they're not shown on here.

22 And so these numbers will change slightly

23 as we continue to get caught up.

24 TRUSTEE TONKING: My other question is:

25 In this check register, can we have a front page

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1 that breaks out everything that's above the 50,000
2 limit? It's just so I don't have to scan through
3 that as well. There's a lot of nuance in here that
4 isn't as helpful.

5 MR. MAGEE: This is obviously not a staff
6 report, this is a treasure's report. And if the
7 treasurer so directs, we will definitely do that for
8 you.

9 TRUSTEE TONKING: Ray, can we get the
10 50,000 and above broken out as a front page so I can
11 skim through it faster?

12 TRUSTEE TULLOCH: Absolutely.

13 CHAIR DENT: It looks like that closes out
14 item E 4. Moving on to item F.

15 F. CONSENT CALENDAR

16 F 1. Approval of Meeting Minutes

17 F 2. Contract Extension Time/Jacobs

18 CHAIR DENT: Item F 1, approval of the
19 meetings minutes from November 8, 2023, pages
20 61 through 300 of your board packet. Item F 2,
21 review, discuss, and possibly approve a contract
22 time extension with Jacobs for effluent tank storage
23 project, pages 301 through 305 of your board packet.

24 I'll entertain a motion.

25 TRUSTEE TONKING: I move that we approve

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1 the consent calendar.

2 CHAIR DENT: Motion's been made. Is there
3 a second?

4 TRUSTEE SCHMITZ: Second.

5 CHAIR DENT: Motion's been made and
6 seconded. Any discussion by the Board?

7 Seeing one, I call for the question. All
8 those in favor, state aye.

9 TRUSTEE TONKING: Aye.

10 TRUSTEE TULLOCH: Aye.

11 TRUSTEE NOBLE: Aye.

12 TRUSTEE SCHMITZ: Aye.

13 CHAIR DENT: Aye.

14 Opposed? Motion passes, 5/0. Consent
15 calendar is approved. We are going to take a
16 seven-minute break. We will resume at 7:40.
17 (Recess from 7:33 P.M. to 7:40 P.M.)

18 CHAIR DENT: All right. We're back.
19 Thank you.

20 We are moving on to item G 1, formerly G
21 9.

22 G. GENERAL BUSINESS

23 G 1. Site Use License Agreement/NV Energy

24 CHAIR DENT: Review, discuss, and possibly
25 adopt the revised Board Policy 23.1, the policy

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1 regarding access to confidential, non-public
2 information, found on pages 1039 through 1046 of
3 your board packet.

4 Trustee Noble?

5 TRUSTEE NOBLE: I just would to like to
6 put on the record that I will be recusing myself
7 from discussion and any action taken on this item
8 based on my previous work reviewing the NDPP when I
9 was at the Public Utilities Commission, as well as
10 my current consulting work with NV Energy.

11 CHAIR DENT: All right. We're going to
12 start that over. We're going to review -- item G 1,
13 formerly G 9, review, discuss, and possibly approve
14 an amended and restated site use license agreement
15 with NV Energy for the use of Diamond Peak Ski
16 Resort parking lot for helicopter operations, found
17 on pages 1047 through 1055 of your board packet.

18 TRUSTEE NOBLE: My previously stated
19 recusal still applies.

20 CHAIR DENT: All right.

21 MR. BANDELIN: Just a recap: At your
22 meeting on November 8th, 2023, the Board of Trustees
23 approved an agenda time to direct the interim
24 General Manager and District counsel to negotiate an
25 amendment of the site use license agreement with NV

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1 Energy to provide an alternative location for the
2 helicopter operations, not at Diamond Peak Ski
3 Resort.

4 As per the approval, general counsel and
5 interim General Manager engaged in discussion with
6 NV Energy, referencing the amendment to the
7 agreement. This discussion resulted in an
8 agreed-upon amendment and restated the site license
9 agreement use of Diamond Peak parking lot, and
10 prohibiting helicopter operations as shown within
11 your materials.

12 I'll note that it was staff's complete
13 intention to be able to provide the fully executed
14 site use agreement at this meeting, although staff
15 is in the process of awaiting the delivery of the
16 amended agreement signed from the staff at NV
17 Energy.

18 I'll probably call on general counsel to
19 kind of see if there's a possibility that we might
20 be able to walk through, maybe, the next steps of
21 approving this agreement without it being fully
22 executed with NV Energy.

23 MR. RUDIN: Yes. I will raise one sort of
24 separate issue, which is that late on Sunday, we
25 received an email from NV Energy asking to make

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1 modifications to some of the agreement terms that
2 are in your agenda packet.
3 Section 3.2 of your agreement, on page
4 1050 of the agenda packet, ends with: Licensee
5 shall not use the licensed area for refueling or
6 storage of fuel of any kind.
7 We received an email communication from
8 Daniel Howard asking that they be allowed to refuel
9 non-DOT equipment such as chainsaws or excavator
10 equipment which cannot travel independently off
11 site, which refueling would be limited to a
12 certified tender. That's a request from them, based
13 on it being impractical to load excavator equipment
14 on the trailers for transport off site, amid
15 construction.
16 So to the extent the Board wants to make a
17 modification there, I would recommend modifying that
18 last sentence in 3.2 to read: Licensee shall not
19 use the licensed area for refueling of storage fuel
20 of any kind, except for non-DOT equipment such as
21 chainsaws or excavation equipment that cannot travel
22 independently to an offsite fueling station, and
23 such fueling activities shall be in conformance of
24 all applicable safety laws.
25 CHAIR DENT: Okay. Thank you for that.

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1 Diamond Peak where they would have an off-road
2 vehicle that needs to be fueled. We probably had it
3 in several areas throughout the District with all
4 our construction everywhere.
5 TRUSTEE TULLOCH: Same way we refuel
6 snowcats. I agree.
7 CHAIR DENT: Exactly.
8 TRUSTEE SCHMITZ: My only question is, you
9 mentioned safety laws, what about -- does that
10 incorporate or encompass environmental?
11 MR. RUDIN: Not necessarily. Are there
12 particular environmental laws you're concerned
13 about?
14 TRUSTEE SCHMITZ: No. I'm just concerned
15 because that's a stream area, it's a runoff area,
16 that's all. I was just inquiring because there was
17 discussion about concerns for containment.
18 MR. RUDIN: Okay. I do think that that
19 should cover containment as well. I guess, you
20 know, you could also specify what -- in conformance
21 with all applicable safety laws and, you know,
22 legally required containment.
23 MR. BANDELIN: The comment is, speaking
24 with my neighbors right behind me here, I alluded to
25 them this would be no different than a few years ago

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1 Does anyone have any questions, concerns
2 with the potential recommended modifications?
3 TRUSTEE TULLOCH: Just I'm cognizant of
4 the public comment that was very much against that.
5 I'm -- I do have a feeling we should reach out to
6 the affected associations to make sure they're okay
7 with this. It's one thing, refueling chainsaws and
8 things, but typically they don't need to be done on
9 site. My experience with forest service, chainsaws,
10 carrying a couple-gallon can of fuel with us to
11 refuel where we're working rather than that central
12 location.
13 Once you're starting to refuel excavators
14 and you have a fuel tender there as well, it's
15 becoming a much more -- seems to be coming much more
16 up against the concerns expressed by the community.
17 CHAIR DENT: You are not in the room, and
18 I know at least one of the gentlemen that have been
19 very outspoken regarding this issue was shaking his
20 head in support of the changes.
21 TRUSTEE TULLOCH: Okay. I just wanted to
22 make sure we're properly communicating that to the
23 community.
24 CHAIR DENT: I see the request being no
25 different than any other construction going on at

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1 when we replaced the Incline Creek culvert. The
2 construction company of that particular job was Q&D,
3 and they have all the sufficient matters of storing
4 and refueling the equipment.
5 Then we also wanted to ask -- I think
6 counsel and I will ask just what the size of the
7 vessel that might be for this particular operation,
8 that we just might note that, as per the request of
9 the neighbors.
10 CHAIR DENT: Understood.
11 TRUSTEE TONKING: Can you also explain to
12 us next steps? I think that's where interim GM has
13 brought up next steps of approval of this since it's
14 not signed.
15 MR. RUDIN: Yeah. If the Board authorizes
16 the General Manager to execute the contract, then
17 there's no requirement that IVGID sign last. We
18 could sign first, and then it would be up to them as
19 to whether or not they want to sign.
20 The typical best practice is to always
21 have the counter-party sign first so we know they're
22 not going to request modifications if the Board
23 approves the contract, but that's a risk that we
24 just would be taking.
25 CHAIR DENT: What does the Board want to

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1 do?

2 TRUSTEE TONKING: I move that the Board

3 approve the amendment and restated site use license

4 agreement with NV Energy for the use of Diamond Peak

5 Ski Resort parking lot to prohibit helicopter

6 operations, and with the aforementioned

7 modifications by legal.

8 CHAIR DENT: Motion's been made. Is there

9 a second?

10 TRUSTEE SCHMITZ: I'll second.

11 CHAIR DENT: Motion's been made and

12 seconded. Any further discussion by the Board?

13 Seeing none, I'll call for the question.

14 All those in favor, state aye.

15 TRUSTEE TONKING: Aye.

16 TRUSTEE TULLOCH: Aye.

17 TRUSTEE SCHMITZ: Aye.

18 CHAIR DENT: Aye.

19 Motion passes, 5/0 -- 4/0, excuse me.

20 That will close out item G 1. Moving on to item G

21 2, formerly G 1.

22 G 2. Election of Officers

23 CHAIR DENT: Election of Board of Trustees

24 officers for the 2024 term, effective January 1,

25 2024. Can be found page 306 of your board packet.

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1 MS. WHITE: Nominations for officer

2 positions are now open. We will begin with the

3 position of Board Chair, or we can nominate -- have

4 nominations for slates of officer positions.

5 CHAIR DENT: I'll just say, I want to

6 thank my colleagues and the community for being able

7 to serve as the Chair of this board for one year.

8 I have always said that the Board Chair

9 position should rotate. I think it's important for

10 my colleagues to work closely with senior staff, the

11 General Manager, and legal counsel just to build

12 that rapport. I think it's important that everybody

13 gets a chance to do it, if they want to do it.

14 I'm excited to say that I not interested

15 in serving as the Board Chair another term.

16 With that, I will attempt to nominate a

17 slate. I will nominate Trustee Schmitz as the

18 chair. I will nominate Trustee Tulloch at the

19 treasurer. I will nominate Trustee Tonking as the

20 secretary. I will nominate myself as the vice

21 chair. And that's the nomination.

22 MS. WHITE: Are there any further

23 nominations? Do I have a second to that nomination?

24 TRUSTEE TULLOCH: I'll second that.

25 MS. WHITE: Can I have a roll call vote,

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1 please, starting -- oh, can I have discussion?

2 CHAIR DENT: Sergio, I don't think

3 we've -- yeah.

4 MR. RUDIN: You can certainly discuss or

5 debate any motions made. That doesn't mean you have

6 to.

7 TRUSTEE NOBLE: Chair Dent, I understand

8 your reason -- stated reason for wanting the

9 rotation. I do believe, though, there's a benefit

10 to the continuity of service for more than one year

11 at this point. So my preference -- strong

12 preference would be to maintain the current

13 positions that we all hold at this point.

14 I will be voting no.

15 CHAIR DENT: Thank you.

16 TRUSTEE TONKING: I also will be voting

17 no. And it's because I feel like our district is in

18 much disarray, and at least you have some knowledge

19 of where things are and the things that are going

20 on. I feel like currently -- and I currently feel

21 like you would be the best choice for chair. I

22 understand you don't want to do it, but I also will

23 be voting no.

24 CHAIR DENT: I don't have any discussion

25 to add to this. I'm ready for a roll call vote,

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1 unless someone else has something to say.

2 TRUSTEE TULLOCH: I'll go on record. I

3 applaud your decision and I applaud you sticking to

4 -- you've made this point many times in the past

5 when you've been on the Board, that the Board Chair

6 should rotate annually. I think that's good policy.

7 With regard to my colleague's comments

8 with continuity, I think that's where it makes a lot

9 of sense for you to stay on as vice chair. That, to

10 my mind, provides continuity as well as sticking

11 with your pledge of rotating the chair every year.

12 MS. WHITE: Is there any further

13 discussion?

14 Hearing no, may I have a roll call vote,

15 please. Trustee Tonking?

16 TRUSTEE TONKING: No.

17 MS. WHITE: Trustee Schmitz?

18 TRUSTEE SCHMITZ: Yes.

19 MS. WHITE: Trustee Dent?

20 CHAIR DENT: Yes.

21 MS. WHITE: Trustee Tulloch?

22 TRUSTEE TULLOCH: Yes.

23 MS. WHITE: Trustee Noble?

24 TRUSTEE NOBLE: No.

25 MS. WHITE: That roll call vote takes us

81

1 to a 3/5, and passes. Thank you.

2 CHAIR DENT: That will close out item G 2,

3 formerly G 1. Moving on to item G 3.

4 G 3. State of Nevada Clean Water Contracts

5 CHAIR DENT: Approve and authorize the

6 General Manager to execute the State of Nevada clean

7 water state reinvolving funds loan contracts CW2401

8 and CW2402 in the aggregate amount of 36,740,000 to

9 complete the financing of the effluent pipeline

10 project. Can be found on pages 307 through 431 of

11 your board packet.

12 MR. MAGEE: Thank you, Chair Dent.

13 I'm going to make a couple of brief

14 comments related to this item. My comments will,

15 essentially, be identical for the following item,

16 which was formerly G 3, now G 4. These two items,

17 essentially, go hand in hand.

18 Item -- this item before you now is to

19 authorize the General Manager to execute the State

20 reinvolving fund loan contracts, which are an amount

21 up to \$36,740,000.

22 The way this program works is the State

23 also requires to collateralize, essentially, this

24 loan. And so the following item is the request to

25 possibly approve the resolution which allows for

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1 private placement bonds, which the State then

2 purchase from IVGID directly, and then

3 collateralizes the amount of the loan.

4 To be clear, this is not floating a bond

5 for the full amount of \$36,740,000. It is an amount

6 up to that. So the way that this works is as actual

7 costs are incurred, we would then apply for

8 reimbursement through the State loan program, and we

9 would draw down only the amount of the actual costs

10 incurred. And the amount of the bond would then be

11 floated to equal the exact amount which is drawn

12 down.

13 Now, there are a number of things that may

14 or may not materialize that are related to the

15 overall pipeline project. For example, we do

16 believe that we will eventually get a grant from the

17 Army Corps of Engineers. However, as of today, that

18 is not set. We do not have these contracts signed.

19 We do believe we'll get it.

20 And so the ultimate amount of this loan

21 would, theoretically, then be reduced by the amount

22 of the grant. However, the recommendation tonight

23 is to authorize staff to enter into these contracts

24 up to the full allowable amount, and then we will

25 provide reports back to the Board in what amount is

83

1 actually drawn down.

2 We do anticipate, ultimately, that it will

3 be some amount less than this full \$36 million. And

4 I will say, I did receive a question earlier today,

5 are we paying interest on this full amount? And the

6 answer is no, were not. We would only be paying

7 interest on the amount that we actually end up

8 borrowing. So we anticipate that the interest

9 amount will be on a principal amount that is lower

10 than the \$36,740,000.

11 So the comments are essentially the same

12 as I mentioned on this item and the following item

13 on the agenda. And we have a number of individuals

14 that are here, happy to answer any questions,

15 myself, interim public works director Kate Nelson,

16 as well are our municipal advisor, Ken Dieker, and

17 bond counsel, Kendra Follett are on the line.

18 Happy to answer any questions the Board

19 may have.

20 CHAIR DENT: Questions?

21 TRUSTEE SCHMITZ: Are we paying additional

22 fees for taking excess funds? If we are going and

23 saying we're going to go and ask for the full

24 amount, I understand that we don't necessarily use

25 it, but are we paying fees on that sum?

84

1 MR. DIEKER: This is Ken Dieker.

2 No, there is a fee that is paid to the SRF

3 that's an origination fee for the full amount. I

4 believe it's in the staff report. I'd have to find

5 it here quickly.

6 But other than that, there are no ongoing

7 fees for that. Whether you draw down the amount or

8 not, there is an origination fee for them basically

9 reserving the money for you to be able to draw it

10 down, but there's no ongoing fees beyond that.

11 TRUSTEE TONKING: Going off that question,

12 the origination fee is not based off a percent of

13 the loan amount? It's just a set fee?

14 MR. DIEKER: No. It's based on a percent,

15 and it's in the staff report for the bond

16 resolution. I'll find that out and get back to you

17 on that in a moment.

18 TRUSTEE TONKING: So then we are paying

19 more fees by pulling down the full amount.

20 MR. RUDIN: Page 309.

21 TRUSTEE TONKING: Yes, we are paying more

22 fees to take down this amount. Great.

23 TRUSTEE SCHMITZ: So the fee amount is the

24 181,000, 182,000, that's the total. It's on the

25 bottom of 309; is that correct? It's .5 percent.

85

1 MR. DIEKER: Yes.

2 TRUSTEE SCHMITZ: Why do we want to

3 take -- if we don't need it, we don't need it, we

4 have our risk reserve, why are we wanting to go and

5 do this and incur fees related to it?

6 MR. MAGEE: Sure. So there's a number of

7 reasons why staff is making the recommendation to

8 sign the contract which allows us to draw down up to

9 that amount. Ultimately, we will not draw down any

10 amount in excess of what is actually expended on the

11 project.

12 Obviously when you're doing underground

13 projects, things happen. And we don't know -- for

14 example -- like I said, we believe we'll get that

15 Army Corps of Engineers grant, but we don't know

16 that as of today. And that's part of the reason for

17 the recommendation tonight. A combination of all

18 those things.

19 TRUSTEE TONKING: Going back to the .5

20 percent fee, I'm guessing that origination fee,

21 because we paid it originally for our first loan,

22 percentage of the loan, so then if we did go over,

23 we would have to pay that fee again? Or does that

24 percentage change?

25 I guess my question is: Does that

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1 fees we would be paying in excess. That's if we

2 were to get the money. I just want to think about

3 it that way. Okay.

4 TRUSTEE NOBLE: My question is: If we

5 don't, tonight, go after the \$36 million SRF loan

6 and we request something less than that and we end

7 up having to come back and ask for that delta at a

8 later point, is IVGID going to incur additional

9 costs as a result of going back and, basically,

10 reinventing the wheel for this?

11 MR. MAGEE: The answer is yes, we would

12 have to go through this entire process again. We

13 would need to hire bond counsel again, a municipal

14 advisor again, and go through the entire process of

15 their time, staff time, and Board time in order to

16 ask for an incremental amount in the future.

17 MR. DIEKER: Just really quickly to

18 clarify too, I think that they were kind enough to

19 reserve the balance of this in their initial

20 approval. What we risk is if you don't draw this

21 down or you drawn down something less than that, at

22 this point, they may or may not reserve the balance

23 in the future.

24 So it may actually be a more-complicated

25 application. We would have to go back through the

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1 percentage stay the same no matter what we do?

2 MR. DIEKER: That's the SR policy. That

3 percentage stays the same. You paid half a percent

4 on the first 16 million that you borrowed, and then

5 half a percent now is on the 36 million that is

6 remaining to be borrowed or possibly be borrowed.

7 TRUSTEE SCHMITZ: What's the 368,000?

8 That's in the next agenda item as part of the

9 resolution.

10 MR. DIEKER: That is a portion of the loan

11 amount that is principal forgiveness. They're

12 basically forgiving you that principal. You do not

13 have to repay that back, and you're not paying

14 interest on that.

15 TRUSTEE TONKING: So the amount of the

16 Army Corps dollars was 5.9 million, I believe?

17 MS. NELSON: That was for increment one,

18 which was for the storage tank project.

19 What we're working on now with the Army

20 Corps is increment two, which is the pipeline

21 project. The Army Corps views this as one project,

22 they've just broken it up into increment one and

23 increment two.

24 Increment two is about for \$4.3 million.

25 TRUSTEE TONKING: So that's \$215,000 in

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1 whole process because they would have dropped that

2 reserve amount.

3 TRUSTEE TULLOCH: That's absolutely

4 correct. Just to put this into context, this fee is

5 an origination fee, as Mr. Dieker put it, to reserve

6 the money to ensure the money is there if we need to

7 borrow it. And quite right when he makes the point

8 if we borrowed less, if we borrowed less now, we

9 would -- and then we find we needed more money, we

10 would have to pay a higher origination fee.

11 We're not actually drawing down on this

12 money, we're only drawing down on it as and when

13 required.

14 And assuming -- if we make the assumption

15 that we got 6 million from the Army Corps of

16 Engineers the only downside to this, the only

17 financial hit to this would be approximately \$30,000

18 for actually reserving that money at a preferred

19 interest rate. So we're actually also locking in

20 the interest rate.

21 I understand the concerns of my colleagues

22 that we don't want to borrow more than has been

23 stated. We're not actually borrowing, we're only

24 going to draw down on the amount we need. What

25 we're doing is basically paying a credit facility

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1 for holding fees to make sure we still get this
 2 money at 2.19 percent in the future, should we need
 3 the full amount.
 4 I do have a question for interim Director
 5 Magee. If we're borrowing this at 2.19 percent, as
 6 a member of the public pointed out, we don't
 7 necessarily need to borrow all this money up front,
 8 for the first stage of GMP2 should be approved. But
 9 we're actually getting more than 2.19 percent on
 10 overnight borrowings at the moment, haven't we?
 11 MR. MAGEE: That is correct. Yes, we are
 12 receiving an amount significantly higher than that.
 13 But, obviously, this -- yes. To answer your
 14 question, yes, we are currently receiving an amount
 15 that is just short of the overall fed funds rate,
 16 which is close to -- the last time I looked, it was
 17 about 4.7, 4.8 percent.
 18 TRUSTEE TULLOCH: So we should probably
 19 look at a strategy, how much of existing funds have
 20 we used and then drawing down in parallel as well to
 21 actually arbitrage it a little bit.
 22 CHAIR DENT: Good point.
 23 TRUSTEE TONKING: I move that the Board of
 24 Trustees authorize the General Manager to execute
 25 the State of Nevada clean water state revolving fund

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1 and conditions thereof securing payment through a
 2 pledge of net revenues derived from the utilities
 3 system of which the financed project is a part,
 4 ratifying actions previously taken toward the
 5 issuance of the bonds and providing other matters
 6 relating thereto. Can be found on pages 432 through
 7 485 of your board packet.
 8 MR. MAGEE: Once again, my comments are
 9 identical to -- on this side, identical to what I
 10 mentioned previously. This is step two of securing
 11 the overall SRF loan.
 12 What we are requesting the Board to do is
 13 approve the resolution, which allows us to,
 14 essentially, take the actions needed to float the
 15 bond to guarantee the loan proceeds.
 16 CHAIR DENT: Understood. Any questions
 17 from my colleagues?
 18 TRUSTEE TONKING: I move that the Board of
 19 Trustees approve Resolution No. 1906, providing for
 20 the issuance of the sewer bond series 2024A in the
 21 maximum amount of \$36,371,700, and sewer bond series
 22 2024B in the maximum amount of \$368,300, principal
 23 forgiveness, providing the forms, terms, and
 24 conditions thereof, securing payment through a
 25 pledge of that revenues derived from utility systems

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1 loan contract, CW2401 and CW2402, in the aggregate
 2 amount of to 36,740,000 to complete the financing of
 3 the effluent pipeline project.
 4 CHAIR DENT: Motion's been made. Is there
 5 a second?
 6 TRUSTEE NOBLE: Second.
 7 CHAIR DENT: Motion's been made and
 8 seconded. Any further discussion by the Board?
 9 Seeing none, I'll call for the question.
 10 All those in favor, state aye.
 11 TRUSTEE TONKING: Aye.
 12 TRUSTEE TULLOCH: Aye.
 13 TRUSTEE NOBLE: Aye.
 14 TRUSTEE SCHMITZ: Aye.
 15 CHAIR DENT: Aye.
 16 Motion passes 5/0. Thank you. That
 17 closes out item G 3, formerly G 2. Moving on to
 18 item G 4.
 19 G 4. Resolution 1906/Sewer Bonds
 20 CHAIR DENT: Review, discuss, and possibly
 21 approve Resolution No. 1906 providing for the
 22 issuance of the sewer bond series 2024A in the
 23 maximum amount \$36,371,700, and the sewer bond
 24 series 2024B in the maximum amount of \$368,300,
 25 principal forgiveness, providing the forms, terms,

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1 of which the finance project is part of, ratifying
 2 actions previously taken toward the issuance of
 3 bonds, and providing other matters pertaining
 4 thereto.
 5 CHAIR DENT: Motion's been made. Is there
 6 a second?
 7 TRUSTEE NOBLE: Second.
 8 CHAIR DENT: Motion's been made and
 9 seconded. Any further discussion?
 10 All those in favor, state aye.
 11 TRUSTEE TONKING: Aye.
 12 TRUSTEE TULLOCH: Aye.
 13 TRUSTEE NOBLE: Aye.
 14 TRUSTEE SCHMITZ: Aye.
 15 CHAIR DENT: Aye.
 16 Motion passes, 5/0. Thank you, both.
 17 That will close out item G 4. Moving on to item G
 18 5, formerly G 4.
 19 G 5. Construction Agreement/Granite
 20 Construction
 21 CHAIR DENT: Review, discuss, and possibly
 22 approve construction manager at risk construction
 23 agreement with Granite Construction for completion
 24 of Phase 2 of the effluent export pipeline,
 25 including the negotiated schedule of values, CMAR

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1 fee and owner-controlled risk reserve prepared for
2 the GMP in the amount of \$46,744,705. Can be found
3 on page 46 through 775 of your board packet.
4 MR. KLEIN: I do have something to share
5 here, for reference, if needed. To introduce the
6 state we're at with the project, we have completed
7 final negotiations. Many thanks to Trustee Tulloch
8 for his very important assistance in chairing the
9 final negotiation meeting that got us to today's
10 stage.
11 We did work at length with Granite and
12 staff to arrive at a compromised solution that I
13 think is best for the District in carrying forward
14 under this CMAR. The main change at this stage
15 within that contract was a reduction of the CMAR fee
16 from a 14 percent down to a 10 percent agreed share,
17 with the increase risk being passed along to -- or
18 share of the risk, you could say, passed on to the
19 contractor through an opportunity to make that back
20 with a share of the risk register at the end of the
21 project if that is not utilized.
22 So they do take a hit at the front end,
23 however, if construction goes well and they do
24 everything they can to minimize the use of that
25 owner-controlled risk register, they are entitled by

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1 this year by year.
2 I don't think the position we find
3 ourselves starting in here is a position we would
4 like to be. This project has been delayed and
5 delayed and delayed by previous boards, and as a
6 result, the costs have gone up from 20 million to 60
7 million-plus. I think that's an unfortunate fact of
8 life. We can't change these previous decisions.
9 The decision to hire a CMAR contractor
10 with a 14 percent margin was made by previous staff
11 members, not the staff members here involved.
12 Everyone involved has been faced with an
13 less-than-ideal situation. Would we like to get a
14 5 percent CMAR fee? Sure, that would be great. I
15 don't think it's realistic.
16 We would like to bid this out to other
17 contractors? Let's be honest, the reality here is
18 that there's probably only two or three contractors
19 around here that would actually take this project
20 on. If we were to bid this out now to a completely
21 new contractor, the chances of getting a bid out, a
22 response from the contractor to be able to start
23 work this year is slim to none.
24 While in some respects this may be a tough
25 deal to swallow, I think it actually is a reasonable

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1 this contract terms to a share of that unused risk.
2 And one other small note that's in the
3 packet, with the completion of GMP1 -- and we are
4 still waiting on some final closeouts from some of
5 our suppliers -- we have seen a million-dollar
6 decrease in the expected total overall costs, so we
7 have been able to release some of the funds. The
8 total cost is now down \$1 million, from 63.5 to
9 about 62.5 million, forecast, total cost, kind of
10 worst case scenario.
11 I suppose with that, I'll it turn over to
12 the Board, to the Chair. If you have any questions,
13 here to answer.
14 CHAIR DENT: Thank you for that.
15 TRUSTEE TULLOCH: Let me just make a few
16 remarks about this because there's been a lot of
17 talk in public comment and things, and a lot of
18 claims there's different ways of doing things. I
19 think everyone here knows that I am vehemently
20 opposed to CMAR contracts. I think the concept of
21 shared risk is illusory.
22 In this case, I think we've -- there's
23 been lots of comments, there's different ways of
24 doing it, we could bid this out separately, we could
25 do this year by year, and we could go back through

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1 deal, given where we started from. For those of you
2 that are gambling people, I'd liken this to a poker
3 game, where our high card was a seven and we're
4 negotiated against a couple of jacks or duces,
5 whatever people call them these days.
6 I believe what we have come up with is an
7 innovative solution. I've also heard it said, well,
8 the contractor gets money out of the risk reserve
9 reward for nothing.
10 Yes, we don't -- the less we spend on the
11 risk register, the less than the overall cost is to
12 the District. Does the contractor get a bit more
13 money from that? Yes. It also means they're
14 incentivized to do this as efficiently as possible.
15 I think what this also does is it gives us
16 reasonable certainty on pricing now. We can now go
17 ahead and complete the project without having to go
18 through this, a huge amount of negotiations and RFPs
19 every year to do it.
20 In my view, this provides the best
21 solution that we can get, given the circumstances
22 for the District. I think what we have come up with
23 is a fairly innovative deal in the CMAR world. I'll
24 still express my opposition to CMAR contracts in the
25 future. We found ourselves in a position here where

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1 we shouldn't be, but I think we have come to a
 2 semi-reasonable situation.
 3 If anyone believes they can negotiate a
 4 better solution, go for it. We've come up with a
 5 reasonable solution that allows us to get this
 6 project completed now.
 7 TRUSTEE NOBLE: I agree that I believe
 8 this is a reasonable agreement that we should
 9 approve based on the circumstances that we're faced
 10 with today. And I would like to thank Granite
 11 Construction for agreeing to the reduction in CMAR
 12 from 14 to 10 percent. That makes it much more
 13 palatable.
 14 And I would also like to thank Trustee
 15 Tulloch, staff, and Granite Construction for sitting
 16 down and coming up with an outside-the-box
 17 resolution or agreement with regards to the risk
 18 register, which I believe provides skin in the game
 19 for all involved, and hopefully work to a final
 20 product that we can all be happy with, at a
 21 reduction in cost that we'll also be happy with.
 22 TRUSTEE TONKING: I have -- I want to
 23 thank everyone and Trustee Tulloch for taking all
 24 the time and energy to do that, as well as staff.
 25 You've done a lot of work to get us here, and I

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1 say is I've been disappointed with the performance.
 2 I think we -- the communication from outside counsel
 3 here has not been good. Let me leave it at that.
 4 TRUSTEE TONKING: I would like us to
 5 consider that in future conversations, whether it's
 6 legal or not, just so that we don't use taxpayer
 7 dollars in a way we don't know what happened.
 8 CHAIR DENT: Yeah. Maybe you and Trustee
 9 Tulloch can follow up offline with that.
 10 TRUSTEE SCHMITZ: I think this question is
 11 for Trustee Tulloch. In section 7.3, 733, it refers
 12 to construction manager's profit. However,
 13 construction manager's profit isn't defined and
 14 isn't used somewhere else in this contract because
 15 it's undefined, and I'm curious why it's here.
 16 TRUSTEE TULLOCH: It's here, Trustee
 17 Schmitz, as part of the -- if you compare this to
 18 the previous version, we've actually made some
 19 changes here to pull out some of the things that
 20 were -- that appeared to be getting double charged.
 21 While this is stated as profit, to my
 22 mind, this is not really a profit; this is some of
 23 the standard overheads. This is not -- the standard
 24 wording seems to be calling it "profit," I don't
 25 believe these are actually profit. These are

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1 appreciate it. And Granite for doing that as well.
 2 I have one question: In terms of the
 3 outside counsel we hired for this, what was their
 4 finding?
 5 TRUSTEE TULLOCH: I think I prefer to take
 6 some advice from our counsel on that. I don't want
 7 to say too much.
 8 MR. RUDIN: I don't think that it makes
 9 sense to disclose any sort of attorney/client
 10 confidential advice in an open meeting with respect
 11 to this contract.
 12 But if there were issues that were raised,
 13 presumably, they were addressed or would have been
 14 made known to the Board by that outside attorney.
 15 TRUSTEE TONKING: I think I'm just
 16 concerned that we spend money on outside counsel and
 17 we never receive findings. And I'm fine with this
 18 contract. I think just, future, if we're going to
 19 spend money on outside counsel to do these projects,
 20 I like to know what actually came of it. And I knew
 21 that was a big complaint when we had this meeting
 22 last time that we had not heard from them. So, I
 23 was just following up on that issue.
 24 TRUSTEE TULLOCH: I need to careful what I
 25 say, but, yeah, I would agree. I think -- all I can

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1 standard overhead costs that would be incurred.
 2 TRUSTEE SCHMITZ: I understand. My
 3 question is, really, why is this here as an
 4 exclusion if it's not anywhere else. It just, to
 5 me, stood out.
 6 MR. RUDIN: As I read this, this
 7 basically -- to the extent that there are profit
 8 components in the contract, this makes clear that
 9 they are not going to get the 10 percent fee stacked
 10 on top of their profit as an additional profit.
 11 TRUSTEE SCHMITZ: But it's not used
 12 anywhere else.
 13 And I really appreciate all of the time
 14 that went into negotiating the reduction of the CMAR
 15 fee.
 16 As it relates to the risk reserve, if the
 17 risk reserve funds are used, they get the CMAR fee
 18 for that, for that work; correct?
 19 TRUSTEE TULLOCH: That is correct. They
 20 get the 10 percent. If the funds are not spent,
 21 they get 20 percent, and we save 80 percent. If the
 22 funds are used, the whole cash amount goes out. If
 23 the funds are not used, there's only 20 percent of
 24 it goes out.
 25 TRUSTEE SCHMITZ: I guess I don't

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1 understand the logic about giving them an incentive.
 2 The risks are the risks. If they have to use it,
 3 they have to use it. The last thing I want to do is
 4 have someone say, we're going to ignore that risk so
 5 that we get an extra piece of pie.
 6 I feel like that 20 percent is not
 7 something that is potentially good for the District.
 8 TRUSTEE TULLOCH: Well, I think we need to
 9 understand what we're defining as risk. This is not
 10 safety risk and things like that. This is what
 11 would normally be change orders. The fact that the
 12 contractor has skin in the game here and has
 13 potential additional profit at stake means that it
 14 makes it much more worthwhile to push really hard to
 15 make sure we avoid or we minimize these change
 16 orders, whether it's looking at different particular
 17 ways of doing it and different ways of not.
 18 Otherwise, every contractor is
 19 incentivized, particularly under a CMAR contract
 20 like this, could make an extra 10 percent for every
 21 dollar of the risk reserve they actually spent.
 22 They're incentivized to spend as much of that to
 23 maximize their profit.
 24 Here, it actually makes more sense for
 25 them to minimize the spend.

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1 TRUSTEE SCHMITZ: My only other question,
 2 back to this ACE loan, and what are requirements in
 3 order to -- I'm sorry. Not the ACE loan. The
 4 grant.
 5 Are we -- potentially, if we go and do
 6 this for the entire project, are we creating
 7 obstacles for ourselves as it relates to what action
 8 we need to take and not take in order to qualify for
 9 the grants?
 10 MS. NELSON: The short answer is for the
 11 SRF loan, we have met all the requirements through
 12 the State, which means competitively bid based on
 13 the NRS. We've done that. We've satisfied their
 14 requirements on that end.
 15 Even for Army Corps, they are working on
 16 projects that are CMAR as well. And the same thing:
 17 We have met the competitive bidding requirements
 18 that are required for public works, so I don't see
 19 there's an issue.
 20 TRUSTEE SCHMITZ: I would request that in
 21 the payment section, we add where invoices are to be
 22 sent so we have standardization among our contracts.
 23 So if we could just add that they need to send it to
 24 accounting as well, I would appreciate it. Then we
 25 have standardization across our contracts.

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1 TRUSTEE TULLOCH: I would like the motion
 2 to consider what I discussed with acting Director
 3 Magee in the previous motion. We should look at how
 4 best to make these payments and how best to draw
 5 down the loan. I don't know if we need to include
 6 that in the motion or not, if we can just do that as
 7 an operational issue.
 8 CHAIR DENT: Yeah, I think it is
 9 operational.
 10 TRUSTEE TONKING: I move that the Board of
 11 Trustees approve CMAR construction agreement with
 12 Granite Construction for the effluent pipeline
 13 project with a guaranteed maximum price in the
 14 amount of \$46,744,705.15, inclusive of 7.688 million
 15 owner-controlled risk reserve for 2023/2024 capital
 16 improvement project; fund: utilities; division:
 17 Sewer; project number 2524SS1010, with invoice
 18 improvement to contract.
 19 CHAIR DENT: Motion's been made. Is there
 20 a second?
 21 TRUSTEE NOBLE: Second.
 22 CHAIR DENT: Motion's been made and
 23 seconded. Any further discussion by the Board?
 24 Seeing none, I'll call for the question.
 25 All those in favor, state aye.

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1 TRUSTEE TONKING: Aye.
 2 TRUSTEE TULLOCH: Aye.
 3 TRUSTEE NOBLE: Aye.
 4 TRUSTEE SCHMITZ: Aye.
 5 CHAIR DENT: Aye.
 6 Motion passes, 5/0. That closes out
 7 item G 5. Moving on to item G 6.
 8 G 6. Construction Contract/Sewer Pump Station
 9 1
 10 CHAIR DENT: Review, discuss, and possibly
 11 approve construction contract for the sewer pump
 12 station number one improvements for 2023/2024
 13 capital improvement project in the amount of
 14 1,113,500. This can be found page 776 of your board
 15 packet.
 16 MS. WATERS: Good evening, Board. Jim
 17 Youngblood, our utilities superintendent here as
 18 well.
 19 We have laid it out in the board packet
 20 and we really don't need to discuss it any further
 21 unless there's anymore questions.
 22 CHAIR DENT: Any questions by the Board?
 23 TRUSTEE SCHMITZ: Why is it that we have
 24 mobilization and demobilization for every single
 25 alternative if we're going to award this as one

1 complete project?
 2 MS. WATERS: Bid alternative 1 is the base
 3 bid, and I think we all understand why we structured
 4 it this way, because we didn't know when the numbers
 5 were going to come in, and we bid alternatives 1, 2,
 6 and 3.
 7 Right now, we're being told that the gear,
 8 the switch gear, the motor control centers could be
 9 up to 52 weeks out once we've approved the contract
 10 to order it because that's just the way
 11 electrical -- the chain of supply has not caught up
 12 since COVID. And in that case, you could do bid
 13 alternatives 2, 3, and 4 before we do the base bid.
 14 You can do them at all different times.
 15 The move and demove is not just mobilizing
 16 to the site. It includes the permitting fees, the
 17 bonding fees, all the other fees that are involved
 18 in that number. And it can be up to -- in our
 19 contract, it can be up to 8 percent of the total
 20 base bid.
 21 It's not in this case, for any one of
 22 those, but that's why there is a move and demove
 23 broken out in every single one of them.
 24 TRUSTEE SCHMITZ: On the contract -- on
 25 page 7 of the contract, it needs to be revised so

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1 that invoices are sent to invoices@ivgid.org, which
 2 is accounting, with a copy to Brie's email address
 3 that's on the top of page 7.
 4 CHAIR DENT: Any further discussion by the
 5 Board, or comments?
 6 TRUSTEE TULLOCH: Actually, this project,
 7 I did it the old-fashioned way. I went out and had
 8 a look at it. Thank you for showing me around it.
 9 I am concerned that we're -- the 15
 10 percent rather than 10 percent on the change orders,
 11 to me, 10 percent is on the high side of -- not
 12 comfortable with 15 percent.
 13 The other question is about the total
 14 project budget. If we have 1.527 million capital
 15 allocated in the total year, there's 1.384,
 16 including all the alternatives and including all the
 17 contingencies, we should be reducing that funding
 18 and putting that other 1. -- 150k, that should be
 19 going back into general funding and moving from the
 20 capital allocation.
 21 MS. WATERS: To address the 15 percent
 22 change order, this is your most-critical asset in
 23 your district. This is the most-important piece of
 24 infrastructure that we have.
 25 And in the case that something could go

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1 wrong, this is why the 15 percent change order is in
 2 place. And if for some reason they come back and
 3 the manufacturers do not have the availability and
 4 we need to change manufacturers after we've awarded
 5 the contract and they place the order, we don't know
 6 where that is going to sit.
 7 So that's why the 15 percent is there.
 8 TRUSTEE TULLOCH: Does putting 15 percent
 9 make any difference to the reliability or the
 10 criticality? We can make a criticality argument
 11 against most of our expenditures. That's why I'm
 12 asking why we're veering from the north.
 13 MS. WATERS: Well, 800,000 gallons of
 14 sewage flows through this every day, so I think it's
 15 pretty critical, and I think it makes sense to hold
 16 a 15 percent contingency in this case.
 17 TRUSTEE TULLOCH: Should we have 15
 18 percent on the pipeline then? Since all our waste,
 19 effluent, flows through that as well? I'm not sure
 20 why were changing the standard because this may be
 21 more critical than others.
 22 The contingency should be based on the
 23 realistic estimate of what's required.
 24 MS. WATERS: The volatility of the
 25 electrical situation industry right now, it is what

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1 it is. And if we need to come back and change the
 2 manufacturers, we can come back to the Board at that
 3 time if that price is higher than what we have, and
 4 we can wait another few months to get approval for
 5 that if that's the way the Board would like to go.
 6 TRUSTEE TULLOCH: I would suspect the
 7 Board -- if this became absolutely critical, because
 8 this 15 percent is not just on the electrical, this
 9 is on the total project. So I don't -- I would
 10 imagine that the Board can make a quick approval if
 11 required.
 12 I do not like the idea of trying to
 13 establish a new standard of 15 percent because one
 14 particular project is more critical than another. I
 15 think -- and anyone listening to the Capital
 16 Investment Committee knows that we've already
 17 discussed whether even 10 percent is appropriate.
 18 CHAIR DENT: I don't disagree with you.
 19 I've had this discussion several times in the past
 20 with staff. Glad you've picked it up.
 21 TRUSTEE NOBLE: I was going to say that
 22 given the criticality of this piece of
 23 infrastructure, I prefer to have the 15 percent. I
 24 think we can very easily carve this out as this is
 25 the exception, not the rule.

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1 And I'd rather have this in place now so
 2 that we don't have to come back in an emergency
 3 meeting to revise this at a future date. We might
 4 as well have it now in place. And Murphy's Law, if
 5 we have it in place, we won't need it, and if we
 6 don't have it in place, we will need it.

7 TRUSTEE TONKING: I'm okay with the 15
 8 percent because I think it comes down to \$8,000.

9 But my other concern is maybe we just make
 10 note that we don't do -- we keep the policy or
 11 something on, like, how we think about contingencies
 12 and have a discussion, and look at that going
 13 forward.

14 I also think that we're under budget, and
 15 so that's still looking really good. And I do -- I
 16 actually kind of agree with Trustee Tulloch's point
 17 about adapting our budget in the things we know we
 18 have free space in our budget. I would like to do
 19 that.

20 But I'm okay with the 15 percent at this
 21 time.

22 CHAIR DENT: What does the Board want to
 23 do?

24 TRUSTEE TONKING: I move that the Board of
 25 Trustees approve the construction contract for SP

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1 like a rider that this 15 percent should be regarded
 2 as a one-off and not to set any precedent.

3 TRUSTEE TONKING: That's fine.

4 TRUSTEE NOBLE: I agree.

5 CHAIR DENT: Okay. Motion's been made,
 6 seconded, modified, seconded. Any discussion by the
 7 Board?

8 TRUSTEE SCHMITZ: What is the criteria for
 9 using construction contingency money?

10 MS. WATERS: Change orders.

11 TRUSTEE SCHMITZ: Change order. It's not
 12 staff time?

13 MS. WATERS: No.

14 TRUSTEE SCHMITZ: It's only change orders.

15 MS. WATERS: Only change orders. The
 16 staff time is included. And also in case of an
 17 emergency -- which I kind of outlined, I did outline
 18 in the board packet -- situation where we're doing a
 19 crossover and we had to come out and lay down the
 20 bypass, and we had to have the crews come out, the
 21 pipeline crews, then we put in an emergency
 22 situation where we would need actual public works
 23 pipeline crew on site. And that's the \$50,000, and
 24 that would not be used unless it was an emergency
 25 situation. We don't see that happening.

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1 number 1, improvements, 2023/2024 capital
 2 improvement project; fund: utilities; division:
 3 Sewer; project number 259C1 -- or DI1703;
 4 contractor: San Joaquin Electrical, in the amount of
 5 \$1,113,500, authorize staff to execute change orders
 6 and additional work for 15 percent of the SPS number
 7 1, improvements, construction contract in the amount
 8 of \$167,000, approve the award of the professional
 9 service agreement with DOWL, Inc, for construction
 10 management services in the amount of \$29,620,
 11 authorize engineering staff to perform construction
 12 services as required in the amount not to exceed
 13 \$25,000, authorize public works operational staff to
 14 perform services if need in the amount not to exceed
 15 \$50,000, authorize Chair and Secretary to execute
 16 the contract in substantially the form presented,
 17 with the additions of the invoice change that
 18 Trustee Schmitz has spoke to.

19 CHAIR DENT: Motion's been made. Is there
 20 a second?

21 TRUSTEE NOBLE: Second.

22 TRUSTEE TULLOCH: I would like to modify
 23 the motion to add that the budget -- the total
 24 budget should be reduced from the 1.527611 to the
 25 1384760, and I think we should also -- I would also

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1 TRUSTEE SCHMITZ: Does this budget include
 2 District staff time?

3 MS. WATERS: Yes.

4 TRUSTEE SCHMITZ: Is that under the
 5 50,000?

6 MS. WATERS: No. The one above it,
 7 25,000. Because we will have staff oversight over
 8 this project, which should last for over a year, in
 9 an oversight capacity without involving the
 10 construction manager on the job.

11 CHAIR DENT: Any additional discussion?
 12 I'll just say, I think something like
 13 this, as it relates to the 10 or 15 percent, and
 14 going back to the Board training that we had, I
 15 think phasing some of the memos or the projects as
 16 it comes to the Board, we can work out some of this
 17 stuff, so then, as that final product comes to the
 18 Board, then there are not concerns over 10 percent
 19 or a 15 percent contingency, we've already worked
 20 through it.

21 If there's no further discussion, I'll
 22 call for the question. All those in favor, state
 23 aye.

24 TRUSTEE TONKING: Aye.

25 TRUSTEE TULLOCH: Aye.

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1 TRUSTEE NOBLE: Aye.

2 TRUSTEE SCHMITZ: Aye.

3 CHAIR DENT: Aye.

4 Motion passes, 5/0. That closes out item

5 G 6. Moving on to item G 7, formerly G 6.

6 G 7. Service Agreement/Centrifuge

7 CHAIR DENT: Review, discuss, and possibly

8 approve the finding that the contract is exempt from

9 the requirements of competitive solicitation, and

10 review, discuss, and possibly approve the service

11 agreement for the water resource recovery facility

12 centrifuge reconditioning in the amount not to

13 exceed of \$171,880. Requesting staff member, public

14 works director Kate Nelson, found on page 1007 of

15 your board packet.

16 MS. WATERS: It's Brie presenting this

17 item also. It is also laid out in the board packet.

18 CHAIR DENT: Any questions?

19 TRUSTEE TULLOCH: Question: Why is this

20 capital? This is repair, reconditioning of the

21 centrifuges. This, to me, seems an operational

22 expense, O&M expense, not a capital expense.

23 MS. WATERS: I had this conversation with

24 Bobby just before this, and he said that we will be

25 working with accounting on the proper methodology,

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1 and it will be either expensed or capitalized, and

2 will be depreciated either way.

3 TRUSTEE TULLOCH: If it's O&M, it's not

4 depreciated. If it's capital, it's depreciated.

5 This may extend the life of the centrifuge itself,

6 but it's not extending the life of the facility.

7 CHAIR DENT: We could talk to Bobby. Do

8 you want to call him in the room about that?

9 TRUSTEE TULLOCH: Actually, I brought it

10 up with Bobby already this morning.

11 CHAIR DENT: It sounds like Brie has

12 talked to Bobby about it, and they're going to work

13 through it. There may be a little bit of a

14 misunderstanding. It sounds like they're working

15 through it.

16 TRUSTEE TULLOCH: Yep. Just making sure

17 that it's looked at because this appears pretty

18 clearly O&M. But I will discuss it with Bobby.

19 CHAIR DENT: No, I don't disagree with you

20 at all on that. I think Bobby would have to be in

21 front of us to get those answers, and I think it

22 gets a little bit away from where we're going with

23 this item.

24 TRUSTEE SCHMITZ: I'm just wondering why

25 this wasn't put out to a competitive bid?

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1 MR. YOUNGBLOOD: So, based on how we've

2 done it in it past, the NRS, it doesn't meet the

3 requirements to bid it. Because it would be like

4 taking you Audi to a Ford dealer, they're going to

5 go back to Centrisys to buy all the parts, and

6 Centrisys actually sold us these units and

7 originally installed them and have serviced them

8 multiple times.

9 TRUSTEE SCHMITZ: So it's the particular

10 vendor of the product?

11 MR. YOUNGBLOOD: Correct.

12 TRUSTEE SCHMITZ: Who and how is it

13 decided whether it's considered major or minor?

14 MR. YOUNGBLOOD: That will -- that's kind

15 of like -- again, use analogy of your car. If your

16 brakes are squeaky, you take it to the dealership,

17 and then you get an estimate.

18 These items are enclosed, so we won't know

19 the extent of the needed refurbishment until they

20 actually get them back to the facility in Fresno and

21 disassemble them. In the past, it's always landed

22 somewhere in the middle. I highly doubt we'll spend

23 the full amount, but we have to be prepared for

24 that.

25 TRUSTEE SCHMITZ: The only thing is,

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1 again, page 6 of contract, payments is missing

2 sending an invoice to invoices@ivgid.org, which is

3 accounting. So if we can please have that changed

4 so it fits or standard format.

5 CHAIR DENT: Any other questions?

6 I'll entertain a motion.

7 TRUSTEE TONKING: I move that the Board of

8 Trustees make the following finding: That the

9 District's repair reconditioning to the existing

10 centrifuges is exempt from competitive solicitation

11 for the following reasons: NRS 332.115.1.C and the

12 Board's purchasing policy 20.1.0, section 3.1,

13 subsection 82, approve the award of the service

14 agreement for the water resource recovery facility

15 centrifuge repair reconditioning, 2023/2024 capital

16 project, fund: utilities; division: sewer; project

17 number 2599SS102, water resource recovery facilities

18 improvement; contractor: Centrisys CNP, in the

19 amount not to exceed \$171,880. Authorize the

20 interim General Manager to execute the contract in

21 substantially the form presented with the invoice

22 modification read by Trustee Schmitz.

23 CHAIR DENT: Motion's been made. Is there

24 a second?

25 TRUSTEE NOBLE: Second.

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1 CHAIR DENT: Motion's been made and
 2 seconded. Any further discussion by the Board?
 3 Seeing none, I'll call for the question.
 4 All those in favor, state aye.
 5 TRUSTEE TONKING: Aye.
 6 TRUSTEE TULLOCH: Aye.
 7 TRUSTEE NOBLE: Aye.
 8 TRUSTEE SCHMITZ: Aye.
 9 CHAIR DENT: Aye.
 10 Motion passes, 5/0. That closes out item
 11 G 7. Moving on to item G 8.
 12 G 8. Increase Budget/Mountain Golf Cart Path
 13 CHAIR DENT: Review, discuss, and possibly
 14 approve an increase to the budget -- to the project
 15 budget to support increased asphalt repairs, scope,
 16 quantities for Mountain Golf Cart Path Restoration,
 17 Phase II in the amount \$160,000. Can be found on
 18 page 1027 through 1038 of your board packet.
 19 MR. KLEIN: I'll just start, this project
 20 originally was intended to be a full removal and
 21 replacement of the existing cart path outside of the
 22 sections that were repaired and replaced in 2021.
 23 There's roughly 80,000 north of that, actually,
 24 square feet that are existing currently. And the
 25 original proposal from some investigations in 2020

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1 and 2021, I believe, was that full removal.
 2 In the early summer of 2022, in inspecting
 3 that portion of the Phase II, the 82,000 square feet
 4 in preparation for bid document and so forth,
 5 staff's observations were that there was a majority
 6 of path was not in a distressed condition. There
 7 were no signs of fatigue or stress failures in large
 8 portions of that cart path.
 9 So rather than removing those sections, we
 10 proposed a targeted strategy to just replace those
 11 failed areas. That was brought to the Board in
 12 August of 2022, approved, and then in September,
 13 we -- staff went out to get some measurements to get
 14 that scope together to bid over the winter for
 15 construction of 2023.
 16 And that all came to pass. Sierra Nevada
 17 Construction was the successful bidder over the
 18 winter. In preconstruction conversation with them
 19 getting ready to do that work, it was always
 20 scheduled for post-Labor Day to avoid the more
 21 saturated conditions of the winter, which in '23
 22 proved beneficial based on the snowpack that had
 23 come down. In that pre-construction discussion and
 24 in coordination with SNC, the contractor, we were
 25 informed that they had one week to do the work,

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1 that's what was appropriate that they needed.
 2 And so on the first day following the
 3 Labor Day, we went out to kick off the construction
 4 with them. And at that time, I noticed that we had
 5 some areas that weren't marked for repair.
 6 One step back, in that September '22
 7 scoping by engineering, ultimate verification -- the
 8 accountability for the verification of that bid
 9 package was with me, and I, frankly didn't verify.
 10 I did not go physically and inspect that. So the
 11 5,000 square feet of replaced, targeted repair that
 12 was in the bid project was short. It was an
 13 incorrect measure. No other excuse.
 14 So at the start of construction, I walked
 15 through the job with their foreman and one of our
 16 other -- the associate engineer, to quantify where
 17 we needed to repair the failed areas, and that's
 18 where the additional, roughly 15,000, came from.
 19 Since we only had that week, a four-day
 20 week because we couldn't start until Tuesday
 21 following the Labor Day, we gave the contractor the
 22 instruction to just get done what you can.
 23 We've now given more scope than is
 24 realistic for you to do in this one week. The
 25 reason they only had one week, very busy at the time

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1 of the year, you're lucky to get contractors because
 2 everyone's trying to finish their paving before the
 3 winter comes. So the instruction was to finish
 4 everything that you can, and we will organize the
 5 change order thereafter, because we were never going
 6 to finalize -- or complete what was going to be the
 7 revised scope.
 8 So that's what has led to this condition.
 9 Why I'm back here requesting the additional money is
 10 because that additional 15,000 feet, there is some
 11 measure of that that was probably due to harsh
 12 winter conditions, the long winter, probably some
 13 use over the summer of the active golf course
 14 operations. The memo does mention that there is
 15 some contractor cause, damage by heavy equipment,
 16 and that is accurate. I would like to stress that
 17 was a very minor portion of the overall increase.
 18 The 90 -- 75 percent would have been
 19 strictly just the under-measure. Anything that the
 20 contractor may have caused would be less than
 21 five percent, probably a few thousand dollars on the
 22 250 that is the excess change order that if we
 23 approve the entire budget request amendment would
 24 cover.
 25 And so in the previous memo, which was

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1 taken off the agenda and brought back, I, again,
2 would just like to put my hand up and fall on that
3 sword, because it was a bad measure that this entire
4 situation would have been avoided had that
5 verification been done in September of 2022. It
6 didn't happen. And we made the choice during
7 construction to do the proper job that should have
8 been measured that year prior, and that's how we've
9 landed where we are today.
10 I'll kind of leave it there and turn it
11 back over to the Chair. If you have any questions,
12 I'll answer thereafter.
13 TRUSTEE SCHMITZ: Had that been in your
14 memo, we would have understood what was going on.
15 So, that wasn't in the memo. I think it's a
16 reasonable explanation.
17 But what you didn't say is how much did
18 they get done. Did they get the 5,000 feet done?
19 MR. KLEIN: Yes. So, they got the
20 5,000, and what they've done in excess of that, to
21 date, is about 7,000 square feet, so that's a total
22 of roughly 12,000 square feet, say, of the 20,000
23 total. And there's some ancillary work that will
24 also be done here and there that's part of the
25 original contract, and that also includes crack

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1 your point. That's not entirely accurate.
2 So the contract was for \$187,000, we
3 carried our 10 percent contingency above that, which
4 is the 18,000. And aside from that for the total
5 Phase II and Phase III projects, there was an
6 additional owner's allowance of \$60,000 that was
7 intended to cover any further unknown conditions
8 over the winter or the ground conditions, as was
9 said earlier in the meeting, you never know what
10 you're going to find underground. We had sort of a
11 \$60,000 cushion, you could say, within that
12 discretion to increased new failed areas from the
13 time of scoping to the time of construction.
14 So, in essence, especially with Phase III
15 being closed out at this point, we have the 187,000,
16 the 18,000 contingency, and the \$60,000 approved
17 within the budget that can be applied to this
18 contract, and we're still \$50,000-some below that
19 level.
20 TRUSTEE SCHMITZ: But I just heard you say
21 earlier that the contingency is for change orders,
22 and we didn't execute a change order here, it
23 doesn't sound like.
24 MR. KLEIN: We have not yet, and that's
25 primarily because this discussion needed to happen.

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1 filling and a slurry seal.
2 What I didn't mention as part of that
3 explanation: The targeted approach was because,
4 say, 80 percent of the cart path is competent. So
5 we repaired the 20 percent, and then proposed to put
6 a slurry seal across the full 80,000 square feet,
7 which seals any sort of microcracks in the
8 non-replaced asphalt concrete, and it's effectively
9 a new coat of paint. It looks the part. You've
10 seen it around here when they redo the roads, they
11 come in and put down the slurry coat. That provides
12 a sealing, sort of waterproof membrane function, and
13 it also just looks like a new road.
14 TRUSTEE SCHMITZ: I just have a follow-up
15 to that. The contract and the bid was for 5,000
16 square feet. And I think I heard you say that they
17 actually completed 12,000 square feet, so that would
18 imply that we have bills due that are over what the
19 contract amount was for, because we don't have a
20 change order for the additional more than doubling
21 of the square footage.
22 So we're in a situation where a contractor
23 did 7,000 additional square feet, but we didn't have
24 a project budget or funding for that.
25 MR. KLEIN: Yeah, I understand. I see

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1 The outcome of that change order is dependent on
2 whether we are approved for additional funds or not.
3 If we are approved, it becomes an additive
4 change order. If we aren't approved additional
5 funds, we've effectively done a different type of
6 repair, or we've done repair over here as opposed to
7 here, but it's still within the project scope.
8 So, if we're not approved as part of this
9 request, then it becomes a deductive change order
10 and, likely, the slurry coat, the coat of paint
11 comes off.
12 TRUSTEE SCHMITZ: It might be part of the
13 project scope, but it wasn't part of the contract.
14 It wasn't part of the contract scope. So when we
15 have something that's outside of the contract scope,
16 we should have a change order.
17 What we're missing here is that we've
18 suddenly been using contingencies. But when you
19 have a contract and the contract is for 5,000 square
20 feet, and you instead instruct them do 12,000 square
21 feet, that would, to me, justify having a written
22 change order so that you clearly know what costs
23 you're incurring and you've got a contract for it.
24 So, my other question is: Are we going to
25 go back -- 25 percent is what you said, that the

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1 contractor's damage was 25 percent. Are going to be
2 going back to the contractor and requesting that
3 they pay it?
4 MR. KLEIN: Less than five percent.
5 TRUSTEE SCHMITZ: I'm sorry. I heard 25.
6 I still have the question: Are we going
7 to be asking the contractor to fix their damage?
8 MR. KLEIN: Yes.
9 TRUSTEE TULLOCH: Thank you, Hudson, for
10 being upfront about this. I do appreciate that. I
11 think, however, what you've said raises several
12 other questions for me.
13 If we found out the solution is not maybe
14 not what was required, are we now just putting
15 lipstick on a pig but now putting a seal coat on
16 this or should we be going back and revisiting this
17 completely to see what is really required to give
18 the best long-term value?
19 I'm concerned about we're just sticking a
20 bit of paint over bondo from the sounds of things,
21 and I'm disinclined to spend even more money if
22 that's all it's achieving.
23 MR. KLEIN: I suppose in this regard maybe
24 the paint coat of paint is a poor analogy because
25 we're not trying to cover up a structurally

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1 these cart paths do sit dormant, through freeze/thaw
2 cycles every year is not actually the ideal use of
3 asphalt. We're going to see cracking, we're going
4 to continue to see cracking on the sections found in
5 21, on the existing sections, on the sections that
6 are repaired.
7 So that was some of the reasoning behind
8 this reduced total scope approach is that we will
9 have potential operating budget, say, going forward.
10 We will have saved some money that could be used for
11 future maintenance.
12 TRUSTEE TULLOCH: Okay. You make some
13 reasonable points. I'm not sure -- obviously,
14 there's areas like the hole 10, where I believe
15 there is a lot more extensive work required.
16 The other point I would like to come back
17 to, you talked about -- now these projects have been
18 authorized by fazes; correct?
19 MR. KLEIN: It's all under the same
20 capital projects, and, I guess, Phase II had its
21 allocation, Phase III had its allocation, as did
22 Phase I.
23 TRUSTEE TULLOCH: Each of these phases had
24 their own contingencies and their own allowances.
25 I'm concerned now that we're just suddenly -- and

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1 deficient section of the pavement.
2 What we're trying to do is provide uniform
3 surface following the repair so that we don't have a
4 series of a couple of hundred patches that are seen,
5 and then any of those interfaces are also now being
6 protected by water intrusion by virtue of that seal
7 coat. And the areas that are competent, we would be
8 throwing money away. Are you going to replace your
9 driveway at home if it's still good or are you just
10 going to put a seal coat on it?
11 That's where the judgment originally came
12 from, because such a large, overwhelming majority of
13 the project was in a competent condition, there was
14 no reason, real justification to spend an
15 extra million dollars to remove and replace
16 something that's fit for purpose.
17 And one thing I will say is regardless of
18 whether we carry on with this targeting approach or
19 a wholesale removal and replacement, there is always
20 going to be ongoing maintenance costs. This is
21 never: We're done and we won't come back until 2050
22 to look at this.
23 There's always going to be ongoing
24 maintenance costs because asphalt's meant to be
25 driven on, frankly speaking. And the fact that

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1 this comes back to my comments on the previous
2 agenda item where I'm concerned about just putting
3 large contingencies in. I mean, based on what you
4 said there, you're using money for Phase III that
5 wasn't spent, using from somewhere else that wasn't
6 spent, so it's okay.
7 This is why I get very concerned with
8 putting large contingencies in, and then the view,
9 well, we got the money, so we'll just spend it all.
10 We can move it to something else.
11 If these projects are authorized by phase,
12 with particular costs by phase, we should not just
13 be pulling contingencies from another phase.
14 MR. KLEIN: You're right. The owners
15 allowance was always intended as an umbrella to sit
16 other both Phase II and Phase III. It was never
17 bespoke to one or the other.
18 That's where my statement of pulling that
19 full 60,000 for use on Phase II comes from.
20 TRUSTEE TULLOCH: I have severe concerns
21 about that. I hear, that's okay, we've got money
22 left over so we can spend it on something else, we
23 can move it about.
24 We need to be very careful we're not
25 intermingling funds between projects. That's why

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1 I'm very concerned. I believe we should careful in
 2 these contingencies.
 3 CHAIR DENT: Yep. Nope. We've all heard
 4 that, and I think staff heard that.
 5 TRUSTEE NOBLE: To date, nothing has been
 6 repaired that did not need to be repaired; is that
 7 correct?
 8 MR. KLEIN: That is correct.
 9 TRUSTEE NOBLE: And by putting that slurry
 10 seal coat onto the remaining cart paths, the
 11 sections that do not need to be repaired, that
 12 slurry seal coat reduces the water intrusion and
 13 increases the longevity of those remaining sections
 14 of cart path; is that correct?
 15 MR. KLEIN: That's the intention, yeah.
 16 It's somewhat standard asphalt maintenance
 17 procedure.
 18 TRUSTEE NOBLE: If we didn't do that,
 19 there's a very strong likelihood that we're going to
 20 have an accelerated degradation of the cart path in
 21 sections where we don't know right now because
 22 they're in good shape, but that water intrusion will
 23 accelerate the degradation if we don't slurry coat
 24 it; correct?
 25 MR. KLEIN: In theory, yes.

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1 those in favor, state aye.
 2 TRUSTEE TONKING: Aye.
 3 TRUSTEE TULLOCH: Aye.
 4 TRUSTEE NOBLE: Aye.
 5 TRUSTEE SCHMITZ: Aye.
 6 CHAIR DENT: Aye.
 7 Motion passes, 5/0. That closes out item
 8 G 8. We're going to take a five-minute break. We
 9 will resume at 9:10. Thank you.
 10 (Recess from 9:05 P.M. to 9:13 P.M.)
 11 CHAIR TONKING: All right. We are back.
 12 It is 9:15, we're on item G 10. Review, discuss,
 13 and possibly approve agreement for FlashVote
 14 services not to exceed the amount of \$7,900.
 15 Requesting, Trustee Dent. Can be found on page 1056
 16 through 1066 of the board packet. Did I skip
 17 something?
 18 MR. RUDIN: Yeah. Item G 8, I guess it's
 19 now G 9.
 20 CHAIR DENT: This whole 9 thing has
 21 screwed me up tonight. Let's hold off and go back
 22 to G 9.
 23 G 9. Board Policy 23.1.0
 24 CHAIR DENT: Review, discuss, and possibly
 25 adopt revised Board Policy 23.1.0, a policy

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1 TRUSTEE NOBLE: Which is why we do slurry
 2 coat. And we see it all around town, anywhere
 3 there's asphalt in the Tahoe area.
 4 MR. KLEIN: Yeah. The idea being that
 5 proper maintenance will always extend the life of
 6 your traveling surface until -- eventually it's
 7 going to fail, and you're going to need to remove
 8 and replace it all.
 9 CHAIR DENT: And it looks good too.
 10 What does the Board want to do with this
 11 item?
 12 TRUSTEE TONKING: I move that the Board
 13 approve an increase to the project budget for
 14 Mountain Golf Cart Path Restoration Phase II -
 15 2023/2024 Capital Improvement Project; Fund:
 16 Community Services; Division: Golf; Project
 17 #3241LI1903; Vendor: SNC Construction in the amount
 18 of \$160,000 to support increased asphalt repair
 19 scope quantities in the amount of \$160,000.
 20 CHAIR DENT: Motion's been made. Is there
 21 a second?
 22 TRUSTEE NOBLE: Second.
 23 CHAIR DENT: Motion's been made and
 24 seconded. Any further discussion by the Board?
 25 Seeing none, I'll call for question. All

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1 regarding access to confidential and non-public
 2 information. Can be found on page 1039 through 1046
 3 of your board packets.
 4 MR. RUDIN: I believe this item was
 5 previously presented to the Board at a prior
 6 meeting. In general, this policy would assist the
 7 District in handling Public Records Act requests
 8 when they're made by board of trustees, by setting
 9 forth clear rules. The text is available for you
 10 folks beginning on page 1041. There are redline of
 11 changes from when it was last presented.
 12 I do have a suggestion, however, at Policy
 13 0.2, subdivision B. It reads, "Notwithstanding the
 14 foregoing, individual trustees may not access
 15 documents held in employment or personnel files for
 16 staff reporting to the general manager."
 17 That was moved into the definition
 18 section. And I do believe that that is intended to
 19 actually be an exclusion limiting rights of access,
 20 rather than be a definition. And it should read:
 21 Notwithstanding anything in this policy, individual
 22 trustees may not access documents held in the
 23 employment or personnel files for staff reporting to
 24 the general manager.
 25 I would suggest that revised language be

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1 placed after the section 0.6, Duty Not To Disclose,
2 and all the other sections be renumbered
3 appropriately.
4 So that would be the one change that I
5 would suggest from what is in your board packet.
6 And I believe Trustee Schmitz may have some other
7 requests with respect to changes.
8 CHAIR DENT: All right. Thank you.
9 TRUSTEE SCHMITZ: I'm working off of page
10 1041, at the very bottom, it's labeled "See
11 non-public information." I suggest that the ending
12 of the statement, right prior to the strikeout,
13 instead of saying, "discussed publicly," instead it
14 state: made public in any way.
15 The other request that I have, I think
16 it's just a missed cleanup, but on the next page in
17 .4, information upon request, right in the middle of
18 that paragraph, right after it says, "maintained by
19 the department of human resources," it says, "If the
20 requested document is available for review," the
21 "it" would be provided in read-only electric format,
22 I believe was intended to be stricken, because it
23 says "in hard copy for viewing only," because then
24 the paragraph goes on to say, "Appropriate staff or
25 legal counsel will be present for viewing the

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1 the NRS with respect to recreation privileges being
2 confidential. I believe the change, looks like, it
3 is intended to mirror the exception in the Public
4 Records Act, but if you can give me a minute, I'll
5 pull it up.
6 Yeah, NRS 239.0105 1(b)(1) makes clear
7 that the names of natural person whose name,
8 address, and telephone number, other information
9 which is contained in the records provided to the
10 local government entity for the purposes of
11 registering for any sort of recreational facility or
12 related privileges, that it excepts the use of
13 informations as confidential and should not be
14 disclosed.
15 So I think THE change, green language,
16 attempts to paraphrase that.
17 TRUSTEE TULLOCH: I'm okay with that. I'm
18 wondering, at the very top of the page, the
19 recreational privileges has been deleted.
20 MR. RUDIN: I don't think it has to be. I
21 think, again, the intent of the policy is you're
22 going to comply with the Public Records Act, you're
23 not going to deem information confidential that is
24 not deemed confidential by law.
25 TRUSTEE TULLOCH: I would like to see that

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1 document. No photos are allowed. After viewing,
2 staff is responsible for shredding the materials."
3 So I believe that section on read-only
4 electric format was just mistakenly not stricken and
5 it should. Those were my two suggestions.
6 MR. RUDIN: My thought on that, actually,
7 if somebody wanted to let somebody view it on a
8 computer screen because the record's only available
9 on electronic database, that could be the only
10 situation where I would see that that language would
11 apply, but believe your concern is a valid one, that
12 it should not be physically provided in a way that
13 it can be removed.
14 CHAIR DENT: Okay.
15 Trustee Tulloch?
16 TRUSTEE TULLOCH: Top of page 1040, 1042,
17 recreational privileges has been deleted. I'm not
18 sure why that's deleted because this is one of
19 things that caused a lot of this to come up.
20 So if we're providing confidentiality for
21 staff, we should equally be providing
22 confidentiality for residents.
23 CHAIR DENT: General counsel, do you know
24 why that was changed?
25 MR. RUDIN: Pulling up the language from

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1 reinstated then, remove the delete there.
2 TRUSTEE NOBLE: I think actually putting
3 recreational privileges back in expands the scope
4 beyond 239.0105 1(b), so maybe, perhaps, a better,
5 an example, just reference the statute itself. That
6 way if the statute changes at any time, we don't
7 have to change the policy, and we're not expanding
8 or contracting beyond what is provided in the
9 statute.
10 Just a reference to the statute itself,
11 rather than trying to paraphrase it.
12 MR. RUDIN: I agree that is probably a
13 very good practice. So if the Board wants to make
14 that as a modification, and keep in mind that this
15 language in the policy is a non-exhaustive list, it
16 says "examples include," so there's a number of
17 exceptions in the Public Records Act that are not --
18 and confidentiality provisions are not addressed by
19 this policy.
20 CHAIR DENT: In cleaning up prior
21 policies, we have changed language to just reference
22 NRS, so we're not dealing with this exact thing.
23 TRUSTEE NOBLE: One other question for
24 counsel. Given your example in response to Trustee
25 Schmitz with regards to read-only electric format,

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1 would you suggest that we keep that in there in the
2 example that there aren't hard copies, but it's on a
3 computer and somebody's reviewing it while --
4 without having to print out a hard copy, then delete
5 that hard copy?
6 MR. RUDIN: Yeah, I think that does make
7 sense, because making physical records when they
8 don't exist creates more problems than it solves.
9 But I'm trying to --
10 TRUSTEE SCHMITZ: You could say you can
11 view it.
12 MR. RUDIN: Yeah, it will be provided for
13 view in read-only electronic format or for view in
14 hard copy. It says "for viewing only" at the end of
15 it, so --
16 (Inaudible cross talk.)
17 TRUSTEE TULLOCH: Should we not just make
18 that, the viewing and the electric copy, subject to
19 the same conditions as the hard copy?
20 (Inaudible cross talk.)
21 MR. RUDIN: Appropriate staff or legal
22 counsel will be present for document viewing, and no
23 photos of documents are allowed.
24 TRUSTEE TULLOCH: Right. And no screen
25 shots and things as well. You've got to apply the

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1 reference it, the NRS again, is that what you're
2 saying?
3 MR. RUDIN: Yeah. The first sentence in
4 the definition of non-public information.
5 TRUSTEE TULLOCH: So you would just strike
6 everything from examples of non-public information
7 onward?
8 MR. RUDIN: Yep.
9 TRUSTEE TULLOCH: We would leave the facts
10 and circumstances sentence?
11 CHAIR DENT: Does anyone know where we're
12 at with this?
13 TRUSTEE TONKING: Is this something that
14 you see other entities similar to ours doing
15 something like this, as in the county, the state,
16 school districts, other GIDs within the State of
17 Nevada?
18 MR. RUDIN: There are different ways of
19 handling this. Frankly, there are a number of
20 public agencies that handle trustee requests, and
21 they don't provide for greater access to trustees
22 than members of the public. Full stop.
23 Now, given that trustees also have
24 oversight responsibilities, review issues related to
25 staff, that doesn't seem entirely appropriate in all

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1 same principle to both.
2 TRUSTEE SCHMITZ: Yeah.
3 And then it says, "After viewing, staff is
4 responsible for shredding the materials."
5 MR. RUDIN: Yeah.
6 TRUSTEE SCHMITZ: I just have a question.
7 When it's saying "examples of non-public information
8 include information on parcels," I think parcel
9 information is public information. It's out on your
10 Washoe County tax bill, so I don't know why we would
11 have parcels listed there. Information on parcels
12 is public.
13 CHAIR DENT: It's information on rec
14 privileges related to parcel owners or something
15 like that.
16 TRUSTEE SCHMITZ: Even that is public.
17 It's on your tax bill.
18 CHAIR DENT: I know, but I don't know.
19 MR. RUDIN: I think the operative language
20 there -- and you could probably strike the entire
21 sentence that deals with examples -- documents that
22 are related to IVGID that are not confidential
23 information and are not public record under NRS
24 Chapter 239.
25 TRUSTEE SCHMITZ: So you're going to

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1 instances. This certainly provides for greater
2 access in the course of performing your duties, so
3 it seems like a reasonable policy under the
4 circumstances.
5 For a lot of agencies, they will say
6 trustees have no greater access than a member of the
7 public unless it relates to official -- or duties as
8 directed by the Board. So usually there's an
9 affirmative vote of the Board directing them to take
10 some sort of task, and then that is what gives them
11 greater access.
12 This policy functionally serves the same
13 sort of -- creates that same sort of safeguard, but
14 it doesn't require formal board action.
15 CHAIR DENT: Anyone ready to make a
16 motion? Maybe bring this back?
17 MR. RUDIN: And do you want me to restate
18 the changes for the record, to my extent -- my
19 ability to remember them?
20 CHAIR DENT: That would be awesome.
21 MR. RUDIN: So it would be -- a
22 recommended motion by staff would be to approve the
23 policy as drafted, changing 02(b) to read:
24 Notwithstanding anything in this policy, individual
25 trustees may not access documents held in employment

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1 and personnel files for staff reporting to the
2 general manager.
3 And move that language to below 07,
4 Employee Access to Information, as a new section.
5 In 02(c), strike everything after: The
6 facts and circumstances undergoing non-public
7 information may not be discussed publically --
8 Or, actually, Trustee Schmitz?
9 TRUSTEE SCHMITZ: Made public in any way.
10 MR. RUDIN: Made public in any way.
11 And strike the rest of that section.
12 TRUSTEE SCHMITZ: And refer to NRS.
13 MR. RUDIN: The first sentence already
14 refers to NRS Chapter 239.
15 We are retaining the language as already
16 stated in 04.
17 TRUSTEE SCHMITZ: Except -- may I?
18 MR. RUDIN: Sure.
19 TRUSTEE SCHMITZ: It won't be provided in
20 read-only, it might be viewed.
21 MR. RUDIN: Oh, in 04: It may be viewed
22 in electric format.
23 I think that would be all of the changes.
24 TRUSTEE SCHMITZ: The only other change I
25 would recommend is: After viewing a hard copy,

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1 All those in favor, state aye.
2 TRUSTEE TONKING: Aye.
3 TRUSTEE TULLOCH: Aye.
4 TRUSTEE NOBLE: Aye.
5 TRUSTEE SCHMITZ: Aye.
6 CHAIR DENT: Aye.
7 Motion passes, 5/0. That closes out item
8 G 9. Item G 10.
9 G 10. Agreement/FlashVote
10 CHAIR DENT: Review, discuss, and possibly
11 approve the agreement with FlashVote services not to
12 exceed the amount of \$7,900. Can be found on
13 page 1056 through 1066 of your board packet.
14 We brought back FlashVote this year, after
15 a few-year hiatus. We did have three surveys that
16 went out. I feel like we have gathered some
17 valuable information and we can further utilize this
18 tool moving forward. So I put it on the agenda to
19 renew their contract.
20 Any questions?
21 TRUSTEE TONKING: How many FlashVotes did
22 we send out? Because I looked back through minutes,
23 and we've only received two discussions on them.
24 One was on in a GM board report and one is in this
25 board packet.

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1 staff is responsible for shredding the materials
2 reviewed.
3 MR. RUDIN: That would be in 04, after the
4 sentence that reads "Appropriate staff or legal
5 counsel will be present for document viewing, and no
6 photos of documents are allowed."
7 TRUSTEE SCHMITZ: Um-hum.
8 TRUSTEE TULLOCH: We should probably say:
9 No photos of documents or screen shots.
10 MR. RUDIN: Sure.
11 That is the list of changes. And when I
12 review the transcript, that will be how I make this.
13 CHAIR DENT: That will close out item G 9.
14 Moving on to -- or was that --
15 MR. RUDIN: I think you need a motion.
16 TRUSTEE SCHMITZ: I'll make that motion
17 that the Board approve policy 23.1, with the
18 revisions as identified by legal counsel and myself
19 in that last discussion.
20 CHAIR DENT: Motion's been made. Is there
21 a second?
22 TRUSTEE NOBLE: Second.
23 CHAIR DENT: Motion's been made and
24 seconded. Any further discussion by the Board?
25 Seeing none, I will call for the question.

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1 CHAIR DENT: I believe we sent out three
2 FlashVotes this year.
3 TRUSTEE TONKING: I'm concerned with we
4 paid for six, and I feel like that's a lot of money
5 to be paying for just three. And, also, I would
6 like to remove the live training sessions since we
7 already did it last time. We're paying another
8 2,000 for that.
9 CHAIR DENT: The \$7,900 doesn't include
10 the training?
11 TRUSTEE TONKING: In this Exhibit A that
12 they put for us, he has it included for \$9,900. So
13 I'm not sure if we need a new Exhibit A to be put in
14 there.
15 CHAIR DENT: No. If you look at the
16 FlashVote surveys, it's \$7,900 per year.
17 TRUSTEE TONKING: Then we need to readjust
18 Exhibit A, it just needs to be fixed.
19 TRUSTEE SCHMITZ: So when this packet was
20 being put together, Kevin was traveling, and so we
21 had to use -- he said the language in the contract
22 didn't change and the pricing didn't change, so we
23 used what was in the packet last time because we
24 weren't able to get an updated one with just the
25 \$7,900 on it from FlashVote.

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1 So it is to only include the FlashVote
 2 surveys at the 7,900. This was taken and this grand
 3 total was what we approved last year.
 4 TRUSTEE TONKING: I'm still a little
 5 concerned that we only used half of what we paid for
 6 this year. And I think there's other softwares we
 7 could think about. And I would like better
 8 follow-up. It seems like we get better analysis --
 9 and I've seen him report on it elsewhere, and we
 10 haven't really had him report to us at all.
 11 I think that would also be helpful if we
 12 were going to consider using him again.
 13 CHAIR DENT: So, having him review the
 14 survey with us after every single one?
 15 TRUSTEE TONKING: Yeah. Or a few of --
 16 CHAIR DENT: Do a couple of them?
 17 TRUSTEE TONKING: We haven't had him do
 18 any of them. And I've seen him do it at other
 19 places, and it's at least helpful to ask questions.
 20 I'm also just really concerned that we
 21 only used 50 percent of what we paid for. So if
 22 there's a way we can, like, talk -- and maybe that's
 23 a conversation we have to have with him.
 24 But if we're not using them at all, that's
 25 also concerning, like, trying to be cognizant of the

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1 term, one year, January 1st 2023 to December 31st,
 2 2023.
 3 So something -- I'm very confused now.
 4 TRUSTEE SCHMITZ: So Heidi and I worked on
 5 finding this contract. We had approved it at either
 6 our January 11th or our January 25th. I don't know
 7 what date it actually got executed, but it was on --
 8 and we did approve it at one of our meetings in
 9 January.
 10 So, it was a contract that we initiated,
 11 and we put this on our long range calendar because
 12 that was the terms of the contract when we approved
 13 it in January.
 14 TRUSTEE TONKING: Can somebody answer for
 15 me: When is this contract actually up?
 16 If you're telling me it didn't get
 17 executed until March, we paid \$9,900 for a yearlong
 18 service that we only are using for nine months,
 19 according to this initial service term. So did we
 20 update that last contract to be a nine-month
 21 contract, and do we receive a discounted rate? Or
 22 is this not getting renewed until March and we need
 23 to update those dates in here too to reflect 2024?
 24 TRUSTEE SCHMITZ: I cannot answer that
 25 question because what we went by is that we had this

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1 money we're spending.
 2 CHAIR DENT: Yeah. Totally aware. And I
 3 think we executed this contract in March with him.
 4 (Inaudible cross talk.)
 5 CHAIR DENT: We did not approve this
 6 November of last year. I want to say it was like
 7 March, and we didn't have an executed contract with
 8 him or a payment to him and a bunch of other things.
 9 TRUSTEE TONKING: So then why are we --
 10 then it wouldn't be a year contract, so something is
 11 wrong. If we approved this in March, we should have
 12 a whole another three months. Why are we renewing
 13 it now?
 14 CHAIR DENT: I think we are renewing it
 15 now because the contract expired at end of
 16 last year. Okay. So, no. The contract expires in
 17 one year.
 18 So the contract technically expires when
 19 the last contract was executed. So we're renewing
 20 it early. It's on the agenda to be approved. We
 21 put this on the long range calendar six or seven
 22 months ago. It's here. We still do have a few
 23 more months until our contract is up.
 24 TRUSTEE TONKING: So that's confusing
 25 then. If you look at page 1060: Initial service

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1 in our board packet, in January, the Board approved
 2 it in January, the terms was through this year, so
 3 that is what we went by.
 4 If there was a lag, I don't know anything
 5 about that.
 6 CHAIR DENT: I guess what I'm getting --
 7 and maybe it was our payment lagged or something. I
 8 know there was a lag in something. We'll have to go
 9 look that up.
 10 All I know is we approved it as some time.
 11 I don't know what day it was executed. I know it
 12 was after the date it was approved in the board
 13 packet because there's always a lag. I don't think
 14 there was a prorate, but we can ask -- there was no
 15 prorate that the Board approved. We can ask Kevin.
 16 In the past, the term has expired a year
 17 from when the contract is executed.
 18 TRUSTEE TONKING: I guess I'm just
 19 confused by your statement by telling me that we
 20 didn't use all six because we only had it for
 21 nine months. That's where I'm running into this
 22 disconnect.
 23 CHAIR DENT: I -- why did we use all six?
 24 Because the Board didn't have six surveys to ask
 25 questions of. Any trustee can ask questions that

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1 can go on a survey. And the idea is to not do that
 2 publicly because if we're asking questions publicly
 3 or publicly telling the community what you're going
 4 to be surveying for, then the survey is actually not
 5 worth the paper it's printed on. It's not
 6 scientific, such as the dog park survey, such as the
 7 IVGID Magazine survey, they're not scientific
 8 surveys.

9 So if you want other surveys to go out,
 10 then you need to communicate and you need to
 11 communicate with the board member in charge of
 12 sending out surveys, like other trustees have, and
 13 we can send out more surveys.

14 TRUSTEE TONKING: That's not what I was
 15 asking. I was truly just telling that I feel
 16 uncomfortable approving six surveys if we aren't
 17 going to use them and in the past we only used
 18 three. So I just wanted to think about that.

19 And I was confused, I think, when you told
 20 me that we only used three because we had nine
 21 months, and so that's where I got some of my
 22 confusion about the terms. That's all.

23 If we're, in a year, only using it
 24 three times, I'm a little bit concerned about paying
 25 almost \$8,000. That's all.

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1 In my past experience, it has been -- it's
 2 a year from when it starts.

3 TRUSTEE TONKING: That's fair. Can you
 4 also ask -- maybe it's in the FlashVote reporting
 5 thing -- just about, like, him coming for the first
 6 handful of them.

7 CHAIR DENT: I think he might get excited
 8 about that, so I don't think we really -- that's a
 9 big ask. And I think it would be helpful for us to
 10 understand because there's another item on the
 11 FlashVote survey results that's in the packet, the
 12 next item, and there's ways to review the results
 13 that he could quickly display for us, that we, just
 14 by printing out the report, aren't going to see the
 15 same information.

16 TRUSTEE TONKING: That would be really
 17 helpful, which would lead to my question on the next
 18 report.

19 TRUSTEE SCHMITZ: So if we are going to
 20 place on the long range calendar having -- asking
 21 Kevin to come in and review the survey results, do
 22 we want to defer the next agenda item till that
 23 time?

24 TRUSTEE TONKING: I just haven't -- I've
 25 seen him do it at other settings, and I get it's

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1 CHAIR DENT: Okay.

2 TRUSTEE NOBLE: The contract that is
 3 appearing on page 1060, or the FlashVote services
 4 order form is that supposed to be representative of
 5 what we had for the last year? Or is this an
 6 example for what would be going forward?

7 Because it's got the initial service term
 8 there, but then it has Mr. Bandelin as the contact,
 9 presumably it would have been Mr. Winquest at the
 10 time. It's not signed by the customer.

11 There's enough questions on that, I would
 12 ask that we just put it on the next meeting for
 13 discussion, just to get --

14 CHAIR DENT: I don't know the answers to
 15 those questions because I was not here when it went
 16 on the agenda.

17 TRUSTEE SCHMITZ: On that note, it
 18 actually says: January 1 of -- oh, 2023, 2023.

19 So this is appearing to be last year's.
 20 And there were issues, Kevin was traveling and
 21 couldn't get us material for the board packet in
 22 time. We can go and get this cleaned up and --

23 CHAIR DENT: And we can ask the questions,
 24 if it expires a year from when started or if it was
 25 from January 1.

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1 helpful. And I think it would be helpful to look at
 2 this in that same manner.

3 TRUSTEE SCHMITZ: I think it would be
 4 great in January because it would be kicking off our
 5 decision about budgeting and prioritization.

6 CHAIR DENT: Can we -- all right. So can
 7 we have --

8 Sergio, do we need a motion to table this
 9 item? Because there was no motion to have a
 10 flexible agenda or something like that.

11 MR. RUDIN: A motion is always
 12 appropriate.

13 TRUSTEE TONKING: I move we table this
 14 item.

15 CHAIR DENT: Motion's been made.

16 TRUSTEE NOBLE: Second.

17 CHAIR DENT: Motion's been made and
 18 seconded to table this item. Any further
 19 discussion?

20 All those in favor, state aye.

21 TRUSTEE TONKING: Aye.

22 TRUSTEE TULLOCH: Aye.

23 TRUSTEE NOBLE: Aye.

24 TRUSTEE SCHMITZ: Aye.

25 CHAIR DENT: Aye.

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1 Moving on to item G 10, and is there -- is
 2 this one you want to table too, Sergio?
 3 MR. RUDIN: I don't table things.
 4 CHAIR DENT: No. But is this one you want
 5 us to vote tabling as well?
 6 MR. RUDIN: Yeah. If you're not going to
 7 act on it or discuss, you should table it. Yeah.
 8 CHAIR DENT: Yes, G 11, there we go.
 9 G 11. Survey Results/FlashVote
 10 CHAIR DENT: Review, discuss, and possibly
 11 act on a FlashVote survey results. Pages 1067
 12 through 1087 of the board packet.
 13 TRUSTEE TONKING: I move that we table
 14 this item.
 15 CHAIR DENT: Motion's been made to table.
 16 Is there a second?
 17 TRUSTEE NOBLE: Second.
 18 CHAIR DENT: Motion's been made and
 19 seconded to table. All those in favor, state aye.
 20 TRUSTEE TONKING: Aye.
 21 TRUSTEE TULLOCH: Aye.
 22 TRUSTEE NOBLE: Aye.
 23 TRUSTEE SCHMITZ: Aye.
 24 CHAIR DENT: Aye.
 25 Motion passes, 5/0. Last item.

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1 G 12. Remaining Community Questions
 2 CHAIR DENT: Review, discuss, and possibly
 3 answer the remaining community questions received on
 4 the October 11th townhall forum. It can be found on
 5 page 1088 through 1139 of your board packet.
 6 I don't suggest that we review our
 7 responses or read our responses, I should say. I'd
 8 just open it up if there's any questions or concerns
 9 or comments.
 10 TRUSTEE SCHMITZ: I just wanted to point
 11 out that we did a great job, actually. There's only
 12 a few of them that I flagged that were unanswered.
 13 So, number one, which is on page 1092,
 14 that was a question of Trustee Noble. That one
 15 didn't get answered.
 16 On the next page, number 14 is unanswered.
 17 Number 22, it looks like, Chair Dent, you
 18 started to answer, but it just begins with "it."
 19 22.
 20 Then on the following page, the only two,
 21 number 37 and 38 were unanswered. And number 54,
 22 79, and 80.
 23 I think those were the only ones, which I
 24 thought was pretty good.
 25 TRUSTEE TONKING: I have a request of

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1 staff to see if we can combine all the answers under
 2 each question, if that's possible, so we're not
 3 flipping through all the different sections to try
 4 to figure out what everyone said.
 5 TRUSTEE NOBLE: If we could actually
 6 have -- because I couldn't tell who was saying what.
 7 I know during the community forum, we were each
 8 answering some or various board members were
 9 answering certain questions, and it might speed it
 10 along if there are -- you have who responded to
 11 them. That way, we don't have to go ad nauseam
 12 through each one and argue, well, I think we should
 13 change this word or that word.
 14 It's: This what Chair Dent said, that is
 15 what Trustee Schmitz said, and so attributed to that
 16 person consistent with how we had the public forum.
 17 CHAIR DENT: Okay. How much work is that
 18 to do?
 19 (Inaudible cross talk.)
 20 CHAIR DENT: Okay. I was just thinking
 21 back to the public forum, how are we doing that, but
 22 we have the meeting minutes for that.
 23 MS. WHITE: I can go through the PDFs. As
 24 you look at the bookmark, it shows who said what,
 25 and which PDFs are whom's. It will just take me

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1 just a couple minutes to flip that over.
 2 CHAIR DENT: Perfect.
 3 TRUSTEE SCHMITZ: And what we were
 4 instructed to do was answer questions that were
 5 asked of us. And so each of us, there were a
 6 couple -- I think I found that 37 was one that I
 7 think both Chair Dent and Trustee Tulloch were asked
 8 a question, and neither one of them happen to catch
 9 that one.
 10 So -- but we were to answer questions that
 11 were asked of us.
 12 CHAIR DENT: All right. So moving forward
 13 with this item, we will -- will this be back in
 14 January? Or is she just going to combine these
 15 things and put it as part of the minutes as one? Or
 16 part of the packet, I guess, as one rather than all
 17 the different sections?
 18 UNIDENTIFIED SPEAKER: Yeah.
 19 CHAIR DENT: Okay.
 20 TRUSTEE SCHMITZ: And then could Trustee
 21 Noble, please, answer his question?
 22 TRUSTEE NOBLE: No.
 23 (Laughter.)
 24 CHAIR DENT: All right. Any other
 25 questions. All right. We're done. That closes out

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1 item G 12. Moving on to item H.
2 H. REDACTIONS FOR PENDING PUBLIC RECORDS REQUESTS
3 CHAIR DENT: Nothing on item H. Moving on
4 to item I.
5 I. LONG RANGE CALENDAR
6 CHAIR DENT: It can be found on 1140 of
7 your board packet.
8 MR. BANDELIN: I made a note, FlashVote
9 survey results, would I say that would be the
10 January 31 meeting? January 10 meeting? February
11 14 meeting?
12 And then I guess prior that, we would do
13 the FlashVote agreement or maybe at the same
14 meeting. Any suggestions or just pencil them in?
15 TRUSTEE NOBLE: I would suggest putting on
16 the FlashVote survey results so we can discuss
17 those, and that helps, at least me, make an informed
18 decision as to whether or not this is a worthwhile
19 exercise to continue in the future.
20 TRUSTEE SCHMITZ: Tonight during our
21 meeting, we had a few things that were discussed
22 that were going to to come. One of them was the
23 RFID media. There was something.
24 Then the legal services, and that might be
25 on our -- no, it's not. So the legal services.

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1 add some, do we want to change things?
2 That's what that's about.
3 CHAIR DENT: Washoe County through me off.
4 TRUSTEE TONKING: Can we make that item
5 pretty open? I was thinking TRPA and things like
6 that too might be helpful to think about.
7 CHAIR DENT: Um-hum.
8 TRUSTEE TONKING: I had two.
9 One of them is meeting minutes. And I
10 understand we kind of like talked about it for the
11 Board, but when we were having our last Golf
12 Advisory Committee meeting, there was a concern
13 that, like, meeting minutes are too long and, like,
14 really hard for them to, like, look over to, because
15 we use a lot of past meeting minutes to understand
16 why decisions were made, but also just when looking
17 their past meetings.
18 So I'm wondering if maybe we can think
19 about consolidating those to be more, just snippets,
20 especially since Board meetings, the transcript
21 might be easier because there's a lot that happens.
22 But I think in a lot of our advisory committee
23 meetings, I'm not sure a transcript is as
24 beneficial.
25 I just want to kind of think about that as

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1 The GM discussion coming back in January.
2 And then we had food and beverage and bar
3 RFP, that I believe Director Lejion had suggested
4 for February. And with that was also the food and
5 beverage at the beach results.
6 And then the contract and the FlashVote.
7 Those are the things I captured from this
8 evening's meeting.
9 MR. BANDELIN: I'm going to touch on the
10 January 10th meeting, the second from the bottom,
11 the liaison assignments with Washoe County. Will
12 that stay in its position there?
13 CHAIR DENT: What is that item?
14 MR. BANDELIN: It's on the January 10th
15 meeting. It says: Scheduled by the Board of
16 Trustees liaison's assignment with Washoe County.
17 TRUSTEE SCHMITZ: It is on here because
18 every year with the Board was to appoint liaisons
19 for different things, such as public works, what
20 have you.
21 I think Washoe County just got added there
22 because we had talked about: Did we want someone
23 that was going to be assigned to Washoe County?
24 But it was really just to go through who
25 did we have assigned for liaisons and do we want to

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1 something to bring up.
2 Then the other thing I wanted to bring up
3 was the idea of scheduling another townhall.
4 TRUSTEE SCHMITZ: I think that we, as a
5 board, received so much positive feedback that I
6 think we should schedule them every quarter. I
7 think we should have them four times a year, and I'd
8 like to just get them on our calendar so they're out
9 there and we can plan for it.
10 And I do want to commend Chair Dent for
11 his furniture arrangement because that really did
12 have an impact.
13 CHAIR DENT: That was GM Bandelin.
14 TRUSTEE SCHMITZ: On that, do we want to
15 just schedule it on a standard meeting night and
16 forego a meeting? Or do we want to add something
17 additional to calendar? I mean, it's hard during
18 budget time.
19 CHAIR DENT: It's hard for the first
20 six months. Maybe -- I understand wanting to do it
21 often. Maybe it's once every four months or
22 something, rather than every three months, because
23 we already have so many meetings towards the front
24 of the year. I don't know.
25 TRUSTEE TONKING: Maybe we schedule one

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1 early on, maybe, really, at the beginning of the
 2 year almost, and that sets the new footing. Then
 3 once we get through the budget section, you schedule
 4 more. But I think that sets, like, the idea of
 5 where thing are.

6 TRUSTEE TULLOCH: Do we have any issues,
 7 given that this is an election year? Is there any
 8 issues then preventing that if trustees are running
 9 again for election? Do we need to put some
 10 safeguards in place?

11 CHAIR DENT: I don't think so. We're
 12 talking about potential IVGID business action items
 13 and we're doing it at a meeting. As long as you're
 14 not up there saying "vote for me," then I think
 15 we're pretty good -- or along with many other
 16 things, it'll be fine.

17 TRUSTEE TONKING: I think it happens in
 18 meetings anyway. You, like, answer a lot of these
 19 questions, I think you have counsel to help
 20 facilitate that that doesn't occur. And if there's
 21 a question like: What would you do if you were
 22 reelected?

23 Those questions just can't be answered,
 24 obviously.

25 CHAIR DENT: And we had several questions

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1 that were off topic or not something that we touched
 2 on at the last forum. So we've experienced that a
 3 little bit.

4 TRUSTEE TULLOCH: Some clarification,
 5 General Manager Bandelin, again. Legal RFP on the
 6 January meeting, is that going to be the RFP to
 7 issue any new requests for legal services?

8 MR. BANDELIN: Yes. Why don't we talk
 9 offline. I think I had some advice on how we move
 10 forward with that without it going to an RFP,
 11 immediately, just with bandwidth, and there's been
 12 some talk with, actually, the Chair over time with
 13 BBK and Josh about the possibility of entering into
 14 a short-term agreement in the interim to minimize
 15 the risk of BBK until we get situated to go out to
 16 an RFP.

17 CHAIR DENT: I'll just add to that. While
 18 working through, say, the hiring process of the
 19 future general manager, just because there is a lot
 20 of stuff going on. And we've had that discussion,
 21 but we can't really have that -- take any action on
 22 that without having a discussion at the Board level.

23 I would say follow up with the General
 24 Manager offline, Ray, and same with any of my
 25 colleagues on that topic.

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1 But it's been a concern of staff, and I
 2 wouldn't say a concern of BBK, necessarily, but I'd
 3 say more just bandwidth when it comes to staff and
 4 how to handle everything moving forward, there's
 5 just a lot going on.

6 TRUSTEE SCHMITZ: I'm so concerned. We
 7 were supposed to be reviewing design options for the
 8 Incline Beach House in August. And then it got
 9 pushed to October. And then it was supposed to be
 10 in December. Our intent was to be moving forward
 11 with the project this summer, and we have not seen
 12 anything.

13 And then relative to the skate park, the
 14 same thing. We gave direction, I think it was in
 15 May, and if we don't embark on that project, we
 16 potentially risk losing the ARPA funds at the end of
 17 this next calendar year.

18 So, I'm really concerned about what's the
 19 status of these project. And if we need additional
 20 resources or we need to take some action, the Board
 21 is sort of uninformed at this time. And I'm
 22 concerned about both of those projects.

23 CHAIR DENT: GM Bandelin, can you shine a
 24 little light on what's going on?

25 MR. BANDELIN: Not at this time.

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1 I'll do this: I'll confer with staff, and
 2 then we'll report back to the Board. And the intent
 3 of the conversation will be to see if we can move
 4 that forward in the calendar more. And then within
 5 that report, we would talk about why we delayed
 6 these projects per the Board of Trustees' advice.

7 CHAIR DENT: Piggybacking on that a little
 8 bit, I think the intent of the Board was to move
 9 these projects along, and we feel like we've given
 10 all the direction we need to staff to execute.

11 If there's something additional that we
 12 need to know, because without hearing back, we're
 13 assuming deliverables are coming, and now it seems
 14 like we've delayed the Incline Beach House, say,
 15 six, seven months, and we're at the same spot six or
 16 seven months ago. Nothing's happened.

17 TRUSTEE TONKING: Maybe if those aren't
 18 fully along, this the perfect example to practice
 19 the training we received yesterday of making
 20 decision points along the way.

21 TRUSTEE TULLOCH: Something else. After
 22 the issues we found with the Golf Genius system, we
 23 talked about requiring memorandums of understanding
 24 from the golf clubs in the same way as we have from
 25 DPSEF. I don't see that anywhere on the calendar.

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1 MR. BANDELIN: I believe it's the intent
 2 of the Board to have the golf clubs provide the
 3 bylaws. And at the time of the calendar being in
 4 the packet, that wasn't included, but I would
 5 suggest that we put that at the end of January.
 6 TRUSTEE TULLOCH: That's fine. I would
 7 suggest that the golf clubs prepare a memorandum of
 8 understand as well, so we're very clear who is
 9 responsible for what, who is providing what
 10 services.
 11 I think the DPSEF one you prepared
 12 last year is an excellent example.
 13 MR. BANDELIN: Very good.
 14 CHAIR DENT: Anything else to put on the
 15 long range calendar? March looks good right now.
 16 Where are we at with actually putting
 17 together a list of all the contracts expiring? Are
 18 we still dealing with that or do we have that?
 19 (Inaudible cross talk.)
 20 CHAIR DENT: No. But there's still a
 21 bunch of stuff that's still not a part of that, like
 22 the big list.
 23 MR. BANDELIN: I could answer that.
 24 That's probably my single most-biggest project that
 25 I would like to accomplish in the interim role, to

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1 bring all the MOU's, all the contracts in front of
 2 the Board, talk about what the members of MOUs are
 3 providing the District, what specific tasks are
 4 involved in MOUs.
 5 That's a project that the interim General
 6 Manager has -- would like to take on and bring to
 7 the Board this spring, because it's been asked for
 8 for over two years now, to do.
 9 That'll be on my list to bring in front of
 10 the Board.
 11 CHAIR DENT: The only reason I bring it up
 12 is that fills out the long range calendar for us.
 13 And there's a ton of stuff from that list that then
 14 becomes a long range calendar. It starts to make us
 15 have to really figure out what we're putting on the
 16 agenda instead of being surprised.
 17 TRUSTEE TONKING: If you wanted a starting
 18 point, I'd look at our February packet from
 19 last year, because that's when it first got
 20 populated in all the way for the full year. That
 21 could help you figure out some of the ones that they
 22 already knew at the time.
 23 TRUSTEE SCHMITZ: As we're loading up this
 24 January 10th agenda, I will not be here, I will not
 25 be available on Zoom. I am traveling, and I won't

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1 be available on the 10th.
 2 CHAIR DENT: Understood. Thank you.
 3 Anything else?
 4 Okay. That will close out the long range
 5 calendar. Moving on to item J.
 6 J. BOARD OF TRUSTEES UPDATES
 7 CHAIR DENT: Any updates?
 8 TRUSTEE TONKING: We had a Golf Advisory
 9 Committee meeting. I feel like that was -- speaking
 10 of long range, it's supposed to be an update now
 11 that will be in the January meeting because we have
 12 no financials, so we couldn't give you any
 13 recommendations. But are working on a service level
 14 recommendation. We will be having our next meeting
 15 early January in which we will approve what they
 16 recommend to the Board as service recommendations,
 17 and we'd like to have a member of the committee come
 18 and present it instead of listening to me all the
 19 time.
 20 TRUSTEE SCHMITZ: This dovetails on
 21 something that John Eppolito was talking about with
 22 all of the changes to the plans and the zoning.
 23 And I think that we really need to -- when
 24 we're looking at rates, I think we need to seriously
 25 look at connection fees and things like that because

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1 there's a significant impact on our infrastructure
 2 for the rezoning efforts and is pending ADU changes
 3 that Washoe County is talking about that potentially
 4 can impact or infrastructure.
 5 I think that's just something, when we
 6 talk about rates, we need to understand that a bit.
 7 CHAIR DENT: Okay. Any other updates?
 8 TRUSTEE TULLOCH: We also had a meeting of
 9 the Capital Investment Committee earlier in the
 10 month. We went through several topics, we did make
 11 a lot of progress, and we need to get the next
 12 meeting scheduled.
 13 CHAIR DENT: Anything else?
 14 That closes out item J. Moving on to item
 15 K.
 16 K. FINAL PUBLIC COMMENTS
 17 CHAIR DENT: Any public comments in the
 18 room? No. We go to Zoom.
 19 MR. DOBLER: Cliff Dobler again.
 20 I watched movie and then came back at the
 21 end here. I wanted to make a point about what
 22 Trustee Tonking said about the tennis centers being
 23 paved every year or refurbished every year. That's
 24 blatantly untrue. I have records from 2014 to 2023,
 25 and these courts are maybe done about every

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1 five years.

2 So trying to circumvent what Sara was

3 trying to say that we don't want to do any repairs

4 to the tennis courts because we're just going to be

5 tearing it up, I think is well done. But her idea

6 that, oh, well, that doesn't really matter because

7 we pave them every year anyhow, is just blatantly

8 untrue.

9 So, I think, as a trustee, you need to get

10 the facts straight before you go blurting out bad

11 information. And if you want to see anything on

12 that, let me know.

13 The other thing I think you should be

14 aware of, which is over at the auditor's now, was

15 the idea that there was \$26 million capitalized in

16 the land accounts, but 19 million of it was not

17 land. It was improvements done through stream zones

18 and cutting down trees and a whole bunch of things

19 that were either expensed, or if you want to

20 consider them land improvements, then you would have

21 to have a new category and start depreciating them,

22 but sticking them in land to avoid all depreciation.

23 So, you're going to have a pretty big

24 adjustment there, and I hope that Nolett and Magee,

25 we sent them the information, I hope he's aware of

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1 it, but that's a gigantic sum of money that has been

2 improperly capitalized as land and should not have

3 been. Good luck on this fiasco.

4 I certainly hope -- I don't know what you

5 guys did on the cart path up at the Mountain Course,

6 but if you approved that, I would suggest that you

7 will regret it.

8 At any rate, you have a good evening.

9 Thank you.

10 CHAIR DENT: It doesn't look like we have

11 any further public comments. That closes out item

12 K, final public comment.

13 L. ADJOURNMENT

14 CHAIR DENT: It is 10:07. I want to thank

15 everybody. We are adjourned.

16 (Meeting ended at 10:07 P.M.)

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1 STATE OF NEVADA)
 2 COUNTY OF WASHOE) ss.
 3

4 I, BRANDI ANN VIANNEY SMITH, do hereby

5 certify:

6 That I was present on December 13, 2023,

7 at the Board of Trustees meeting, via Zoom, and took

8 stenotype notes of the proceedings entitled herein,

9 and thereafter transcribed the same into typewriting

10 as herein appears.

11 That the foregoing transcript is a full,

12 true, and correct transcription of my stenotype

13 notes of said proceedings consisting of pages 171,

14 inclusive.

15 DATED: At Reno, Nevada, this day of 22nd

16 December, 2023.

17

18 /s/ Brandi Ann Vianney Smith

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20 BRANDI ANN VIANNEY SMITH

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INVOICE

BAVS SM-LLC
brandiavsmith@gmail.com
United States

BILL TO
Incline Village General Improvement District
Susan Herron / Heidi White

775-832-1218
AP@ivgid.org

Invoice Number: IVGID 15

Invoice Date: December 22, 2023

Payment Due: January 13, 2024

Amount Due (USD): \$1,376.00

Items	Quantity	Price	Amount
Appearance fee December 13, 2023 BOT meeting	1	\$350.00	\$350.00
Per page fee December 13, 2023 BOT meeting	171	\$6.00	\$1,026.00

Subtotal: \$1,376.00

Total: \$1,376.00

Amount Due (USD): \$1,376.00

Heidi White

From: Kristie Wells <kristiewells@gmail.com>
Sent: Wednesday, December 13, 2023 6:50 PM
To: Matthew Dent; Sara Schmitz; trustee_noble@ivgid.org; trustee_tonking@ivgid.org; trustee_tulloch@ivgid.org; Info IVGID
Subject: Please add this comments to the minutes of the 12/13/23 meeting

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Kristie Wells, Incline Village resident

I was surprised to see tonight's agenda that has twelve items to address in the General Business section. Twelve. You have stated there is no need to have these meetings last for more than 2-3 hours, and then you add twelve items to an agenda because you chose to skip a meeting two weeks ago.

Now, with this stacked agenda, the Chairman felt the most important thing to discuss tonight would be your roles for 2024 - who will be Chair, Vice Chair, etc. For a Board of Trustees that is supposed to prioritize the district's business, making this item number one in the General Business is something that feels ego driven and does not best serve this community. While it is important, it is not *the* most important item. But hey good luck, I am sure you will get the roles you want.

Moving on to Item 9, the contract with NV Energy for Use of Diamond Peak Ski Resort Parking Lot. You've heard hours of public comments made on this subject and while the motion presented looks like you took the community feedback to heart, this is item number 9 on the list tonight.

Item 10 deals with FlashVote. This is a service provided by a good friend of Trustee Dent that carries no real value to this community.

- How many surveys have you launched in the last two years?
- What action have you taken on all the previous surveys you sent out?
- How many times are you going to ask us what we want at the beach house?
- What new information have you learned from them? I am going to guess not much, if anything.

Why do we pay almost \$8,000 for this service when you have all the information you need to prioritize the requests of this community. When are you going to take real action? Why do we still need this service? Also, there are plenty of free tools that are as good, if not better, to get this information and then you could use IVGID staff to run them. Wouldn't that be a more financially responsible decision to make? I recommend that you do not approve extending this contract for another year. It is a waste of money.

Which then leads me to the 11th item on the agenda tonight: Review, discuss and possibly act on the FlashVote survey results. How is this not item number one? You know this topic is what is most important to the majority of this community. You've collected feedback for years that has not led to any significant investment in our amenities. Your priorities do not seem aligned with what the community has stated, clearly, in surveys, in public comments, and on social media.

It is time for you to focus on showing positive impact from the decisions you have made, as all I see is your decisions leading to the destruction of IVGID and decimating employee morale in the past year. And that is not something you should be proud of.

I would like to give my comments and questions on item E.1 a list of projects prepared by Ms. Nelson

I would assume that the list is to provide accurate and complete information.

Pump Track - It was determined in February 9 months ago that the Carson bid of \$727,000 would not be accepted and the incomplete work on the expired TRPA permit for the first phase needs to be completed. When will a new estimate of costs and schedule be presented?

Skate Park - Report states that the draft RFQ would be presented to the CIC TODAY. Where is it?

Lab Equipment Expansion - Appears that this committee will be bypassed as contract approval is set for Board approval on 12-13-2023

Water Pump Station #1 - Report indicates project is not started. When will it be started?

Watermain in Alder Avenue - Fire Suppression Grant request will be done tomorrow. How much is the request?

Effluent Storage Tank - Why is dollar amount for the grant from USACE not disclosed? Were trees actually removed?

Sewer Pump Station #1 - Only one bid. Appears that this committee will be bypassed and presented to board on 12-13-2023

Snowmaking infrastructure Replacement - This was not a design and build contract but an equipment purchase with Techno-alpin.

Incline Beach Facility - According to a Trustee, a site survey has not been contracted. How can design build be advertized without a site plan.

Snowflake Lodge - Just issued contract for site survey and just reached out to SE Group for a "needs assessment". Why not Bandalin instead?

Mountain Golf Course Cart Paths - should be on list - Work in progress and over \$250,000

Effluent Pipeline - Please explain USACE Section 595 funding increment #2 for \$4.3 million. There is no request record. Apparently a formal project environmental assessment process prior to solicitation of public bids is required. How long will that take. Why is the \$1.6 million grant from the Federal EPA Community Grant Fund not included in report?

This written statement is to be made part of the meeting minutes.

There appears to be a strong desire to issue a contract with Granite Construction to complete the new effluent pipeline over the next three years. The contract could be as high as \$46.7 million depending on how much of the \$7.7 million of owner controlled risk reserve is used.

What I find disturbing is Kate Nelson does not believe that a CMAR contract should have been used and 3 trustees requested competitive bidding be done for the remainder of the project. It appears those comments fell by the wayside.

Originally the project was designed to be completed over four years with 5,500 lf already completed and 11,000 LF in 2024, 9,500 LF in 2025 and 5,000 LF in 2026. The first phase of 5,500 lf cost \$12.9 million or \$2,345 per LF. The remaining 25,500 LF, according to the contract plus contingencies, administration and inspections will be \$1,833 per LF and total \$49.6 million. This is a 21% reduction per foot compared to the work just completed. So much for inflation. Can't use that excuse any more. It should be noted that the first phase was front loaded with \$1.4 million for a variety of items.

The complication in issuing this contract will be the ARMY requirements to have a competitive bid contract for the \$4.3 million grant equal to 75% of \$5.7 million with IVGID's contribution of 25%. How can a contract be issued for the entire remaining project when the ARMY has a set of rules to provide grants? Consideration should be given on how to carve up the Granite contract. Consideration should also be given for requirements on the \$1.6 million EPA grant.

As I stated before, since it will take three more years to complete the project, a contract should be issued for each year. For 2024, while the plan was to complete 11,000 LF it is only necessary to complete 7,500 LF consisting of weak bell and spigot joints in Segment 3. This can be funded by existing restricted cash of \$15.5 million at June 30, 2022. Thereafter the work for replacing the remaining 17,000 lf can be determined for the last two years. With over 18 months of breathing room the Federal grants can be firmed up and proper borrowing decisions can be made.

The constant fears about delays stated by Staff are unwarranted. If you want to buy into the fears, then go ahead.

I also sent a memo to you and Mr. Magee about the excess borrowing which is not necessary unless the restrictions are removed from the Utility Fund balance.

On another matter, I sent you an e mail regarding the Mountain Golf Course cart paths. What is happening is haphazard and should not continue until there is a better understanding of what must be done. Mike Bandalin and I reviewed the cart paths and found that replacement is much more

then what was considered. One example is hole #10. The path needs a full replacement and the south retaining wall needs replacement. Nothing is in the proposal from staff. At this stage a blank check is being requested. Don't let this happen. More money may be needed but patch work is not the answer.

Linda Kahrs...Please include these comments in the evenings minutes

RECALL UPDATE OF CRITICAL CONCERN TO THE COMMUNITY

For the past 45 days we have analyzed rejected signatures for Dent and Schmitz. the number of errors and inconsistencies made by the Washoe County Registrar is SHOCKING. We submitted 25% more signatures than were required.

An appeal was filed with the Secretary of State. Unfortunately, there isn't a required date for the SOS to respond and it has been OVER 30 days. SOS IS working on the APPEAL and reviewing the signatures and the process is slow and tedious. The Recall team has spent over 300 hours triple checking every signature and found enough errors and inconsistencies to easily exceed the 1801 required numbers.

We need to contact invalidated people and will be posting the names on inclinetogether.com.

Please check the website and if you know someone please ask them to provide their contact information which will be kept confidential.

We know that many are tired of even hearing the word RECALL. However, we can ill afford another year of this board dismantling the staff and venues of iVGid."

A substantial number of incline residents are outraged because 25% of the combined signatures were rejected without adequate time to cure any purported deficiencies. This constitutes voter suppression."

Here's the combined summary:

- 51 NAMES were missed completely and not included in the signature count
- Over 100 names rejected because the date was missing or hard to read. We found many easy to read and are 100% confident that 49 are easily cured or automatically accepted. However, these signatures were included in a CODE that was not allowed to be cured. They were mis-Coded.
- 84 signatures REJECTED because the people had moved after 2020. All should be curable.
- 50 signatures discarded for reasons never identified by the County. These can be easily cured given sufficient time.

- 9% of the signatures invalidated due to a new 2019 law that required submission of all signatures at the 45 day point. This was not known to anyone until after the 90 day deadline. We believe these voters should be allowed to cure as the error was not their fault. These signatures could be curable.
- 35 plus signatures were on the Washoe County list of registered voters given to the recall committee but were rejected as if they were not on the list of registered voters.
- More than 60 signatures were rejected for one petition and with the same information valid for the other petition! We don't know how that is possible but it happened.

In summation, we had 25% more signatures than were required. We believe that the counties rejection of this recall petition constitutes voter suppression." Call me with any questions.

If you want more information, please enter your information on the website inclinetogether.com and we will reach out to you.

Please also consider contacting our representatives to express your concerns:

Cisco Aguilar: NV Secretary of State: sosmail@sos.nv.gov 775 684-5708
Alexis Hill, Washoe Co. Board Chairman ahill@washoecounty.gov 775 447 3017
Rich DeLong, State Assemblyman rich.delong@asm.state.nv.us

This information is also on the website inclinetogether.com.

December 13, 2023 IVGID Meeting

Good Evening. Tim Callicrate, Incline Village

I would like these written comments to be included in this evening's minutes.

- On behalf of The Committee to Recall IVGID Trustees Sara Schmitz and Matthew Dent, I would like to take this opportunity to thank the Community for its support of this endeavor!
- While the initial counts verified by the Washoe County Registrar of Voters came up short for both trustees, further due diligence by our Recall Committee has shown numerous occasions where names were not entered into the data bases, signatures were wrongly disqualified, signatures were incongruously verified vis a vis one petition to another, codes being used for the entire process were vague and/or inconsistently applied leading to confusion within the process, etc, and inadequate timeframes for the curing of signatures. With over 300 hours of time spent by these dedicated Recall *volunteers* we felt we had a compelling case and spoke to our attorneys. Due to the seriousness of these discrepancies our legal team felt it appropriate to appeal the Registrar's decision. The situation then went to the Secretary of State's Office where it has been under investigation for over the past 30 days.
- We are confident that the Secretary of State will find our concerns warranted and that the Recall will move forward. We are also weighing options toward legal proceedings as justified under Nevada Revised Statutes should that be required.
- In other words, THE RECALL IS NOT OVER!
- As allowed under Nevada Law, our Committee is exercising its rights, and by extension the rights of the over 2500 signatories to the Petitions. No signer should be disenfranchised due to inconsistent applications of protocols and procedures within the Registrar of Voters office!
- The Committee is confident that there will be adequate signatures well over the 1801 required to call for a Special Election. The irreparable damage inflicted upon the District and the larger Community of Incline Village/Crystal Bay needs to come to an immediate halt. It is glaringly apparent that the majority of this Board has abrogated its authority and abdicated its responsibilities to the greater Incline Village/Crystal Bay Community and has decided to act in a parochial manner to its small, embittered and myopic group of sycophants that DO NOT, I repeat, DO NOT represent the true Majority of Citizen Electors! Thank You!

William KAFFRS

BOARD OF TRUSTEES REPORT CARD/ ANNUAL REVIEW

With regard to senior staffing personnel, IVGID is in serious trouble.

~~Yes~~ We have heard nothing about the GM search which has been open for months.

Does the public realize IVGID has only 3 senior members left, the interim GM who is Director of Diamond Peak, the Director of Parks and Rec and The Director of Administrative Services. Oh wait, Susan Herron was put on paid administrative leave 4 weeks ago. The reason is still TBD. That leaves 2 active senior managers.

For the entire year Trustees Dent, Schmitz & Tulloch have been focused on surreptitiously changing the IVGID staff that was functional, with normal challenges of a governmental entity, and now at year end our leadership is challenged.

GONE IN 11 MONTHS:

- Forced out GM Winqest with one year PAID salary.....cost to Districtsalary plus benefits: certainly between 200 - 300 thousand.
- Put on paid Administrative leave with no reasons stated is Susan Herron, Director Of Admin. Services. Cost to the district is unknown, except there is the loss of 20 years of historical knowledge from Ms Herron cannot be calculated. Is that the reason she is on leave - does she know too much?

- It is common knowledge that toxic environment due to Trustee Schmitz meddling & micro management caused the resignations of Senior Directors of Golf, Food and Beverage, Finance, Public Works...a combined 34 years of knowledge. The knowledge irreplaceable - Priceless if you will.
- Then there is Mick Homan's resignation from the Audit Committee...a stellar member of this committee who detailed the issues for his resignation at a prior meeting.
- The board hired MOSS ADAMS for multiple projects costing in excess of \$200,000..... where are the results?
- Hiring of Matt's Friend, Kevin Lyons, for FLASHVOTE surveys & trainings at a cost of close to \$30,000 or more...with nothing to show; except we still have a divided board – Lyons did a board training with zero results; and a board majority pushing an agenda that is self-serving for 3 Trustees with ZERO consideration to the RECREATIONAL NEEDS of the community....
- Forensic Audit/ Due Diligence Audit minimum cost \$300,000 to \$1,000,000 Why? The problem is with the Tyler-Munis system - not with fraudulent staff.
- Recreation Fee set to \$0. Cost to the District is approximately \$3,300,000 a huge loss or revenue . These funds are needed for RECRATIONAL IMPROVEMENTS and to support the operations. Yes, there were funds in the accounts but they should have been used to fund the tennis court issues, recreation center improvements.....the money should be spent for the benefit of the community and not to satisfy a minority's desire for a \$400 tax reduction. That is not to the community's benefit.

The combined Costs exceeding \$1,000,000 - not taking into consideration potential lawsuits.

The District is almost headless.

Oh, we cannot forget Trustee Schmitz's recreation center NO VOTE which resulted in a withdrawal of a \$25,000,000 donation.

A new similar loss was \$500,000 ICE skating rink which the Trustees Schmitz, Dent, & Tulloch would not even discuss or open up to community discussion on the proposal.

And how much time and money and effort ^{were} ~~did the three trustees~~ put into improving the facilities? NONE.

As a community, we'd like the trustees to tell us what you did outside of starting the effluent pipeline project.

We look forward to your update.

X { It seems like if you're looking for fraud, you might start by looking at the trustees whose main job should have been to support IVGIDS recreational amenities.

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR DECEMBER 13, 2023 MEETING –
AGENDA ITEM D – APPROVAL OF AGENDA – BASED UPON DEFICIENT
NOTICE**

Introduction: Well here's yet "another one" as my friend DJ Kahled would say¹. More evidence of staff incompetence and arrogance. And an attorney who sees fit to be a wing man for the Board and District staff, even when there is evidence of NRS violations; here the failure to comply with the notice provisions of NRS 241.020(3)(c). And that's the purpose of this written statement.

Notice of This IVGID Board's December 13, 2023 Meeting: appears in the agenda which appears at https://www.yourtahoeplace.com/uploads/pdf-ivgid/2023-12-13_Agenda_Final.pdf. A copy of that agenda is attached as Exhibit "A" to this written statement.

What Constitutes "Notice" Under NRS 241.020? Nevada's Open Meeting Law ("OML") appears at NRS 241.010, et seq. NRS 241.020 sets forth the notice requirements for all governing board meetings. Simply stated,

"Except in an emergency, written notice of all meetings must be given at least 3 working days before the meeting (and) the notice *must* include(, in part)...(c) the name, contact information and business address for the person designated by the public body from whom a member of the public may request the supporting material for (any) meeting described in subsection 7 and, (1) a list of the locations where the supporting material is available to the public; or (2) Information about how the supporting material may be found on the Internet website of the public body."

Nowhere Does The Agenda Set Forth "The Name, Contact Information and Business Address For The Person Designated...From Whom a Member of The Public May Request The Supporting Material For (Any) Meeting Described in Subsection 7:" Take a long look at Exhibit "A." Do you see the language above required of NRS 241.020(3)(c) anywhere? Since you don't, the notice provided by staff is not in compliance with the OML.

¹ Go to <https://medium.com/cuepoint/the-old-people-s-guide-to-dj-khaled-5618a5aa52b1#:~:text=Another%20One%20%E2%80%94%20One%20of%20the,of%20shoes%2C%20or%20something%20else.>

My E-Mail of December 11, 2023: On December 11, 2023 I put the Board and its attorney on notice of the fact that the notice for this meeting did not comply with NRS 241.020(3)(c). I asked that the meeting be cancelled, and properly re-noticed².

The District's Response to My December 11, 2023 Request: Nada. Nothing.

The Consequence of The IVGID Board's Refusal to Cancel This December 13, 2023 Meeting And Properly Re-Notice a Continued Meeting, is to Render All Action Taken by The Board Void: NRS 241.036 sets forth the remedy for compliance with the provisions of NRS 241:

"The action of any public body taken in violation of any provision of this chapter is void.

Conclusion: The arrogance of the District! This all came about because staff failed to make supporting materials for this evening's Board meeting available to me at the same time it made those materials available to Board members, as NRS 241.020(7)(c) instructs³. And then staff lied about the reasons why (the subject of a companion written statement). Then ultimately the attorney for the District asserted there was no OML violation because I had made a blanket request for supporting materials and there was nothing in NRS 241 which permitted the same. So I decided to give the District a bit of its own medicine. Good work Mr. Rudin. And good work Board members for not taking the very simple measures required to have provided me with the supporting materials for this meeting in a timely fashion.

And now that the District has spent and is going to have to spend attorney's fee monies to defend its OML violation, those expenses are assigned to the District's General Fund, the revenues assigned to this fund are insufficient to pay for all assigned expenses, and a financial subsidy is required, that subsidy comes from the District's Recreation ("RFF") and Beach ("BFF") Facility Fees. Which means now you the reader know what your RFF/BFF actually pay for.

Respectfully submitted, Aaron Katz (Your Community Watchdog Because Nearly No One Else Seems to be Watching).

² That e-mail is attached as Exhibit "B" to this written statement.

³ This provision states that: "Upon any request, a public body shall provide, at no charge, at least one copy of...any other supporting material provided to the members of the public body for an item on the agenda...subject to the provisions of subsection 8 or 9, as applicable."

EXHIBIT "A"

NOTICE OF MEETING

The regular meeting of the Incline Village General Improvement District Board of Trustees will be held starting at 6:00 PM on December 13, 2023 in the Boardroom, 893 Southwood Boulevard, Incline Village, Nevada.

Public comment is allowed and the public is welcome to make their public comment via telephone at (877) 853-5247 (the webinar ID will be posted on our website on the day of the meeting). The meeting will be available for viewing at <https://livestream.com/accounts/3411104>.

A. PLEDGE OF ALLEGIANCE*

B. ROLL CALL OF TRUSTEES*

C. INITIAL PUBLIC COMMENTS - *Remarks by speakers during any public comment period shall be limited to three (3) minutes each. The Board Chair reserves the right to reduce the time allowed for public comment so long as such reduction is clearly communicated prior to the commencement of the comment period. Each individual's right to comment is subject to reasonable time, place, and manner restrictions as set forth in Board policy and this agenda statement. Public comments must be addressed to the Board Chair only, and not to staff or other attendees. No person may allocate their unused public comment time to any other person. The Chair may prohibit a person from continuing to make a public comment if it becomes clear that the content of the comment is a topic that is not relevant to or within the authority of the Board, or if the content of the comment is willfully disruptive of the meeting by being repetitious or interfering with the rights of other speakers. Any restriction on public comment for these reasons must be viewpoint neutral. The Board of Trustees may address matters brought up during public comment at the conclusion of the comment period but may not deliberate on any non-agendized item.*

D. APPROVAL OF AGENDA (for possible action)

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

-OR-

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

E. REPORTS TO THE BOARD - *Reports are intended to inform the Board and/or the public.*

1. **SUBJECT:** Interim General Manager's Monthly Status Report. – *pages 6 - 29*
2. **SUBJECT:** Receive a verbal report and update on the General Manager recruitment status. (Presented by the Director of Human Resources Erin Feore)
3. **SUBJECT:** Receive a report and update on the Beach Season wrap-up. (Presented by Director of Parks and Recreation, Sheila Leijon & Recreation Supervisor - Operations & Community Programming, Adia Van Peborgh) – *pages 30 - 47*
4. **SUBJECT:** Treasurers Report - October 2023 Activities District Treasury Report. (Requesting Trustee: Treasurer Raymond Tulloch) – *pages 48 - 60*

F. CONSENT CALENDAR (for possible action) - *These items are expected to be routine and non-controversial. The Golf Advisory Committee will act upon them at one time without discussion. Any Committee member, staff member, or interested party may request that an item be removed from the consent calendar for discussion.*

Incline Village General Improvement District

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

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

www.yourtahoeplace.com

NOTICE OF MEETING

Agenda for the Board Meeting of December 13, 2023 - Page 2

1. **SUBJECT:** Approval of the Meeting Minutes for November 8, 2023 – *pages 61 - 300*
2. **SUBJECT:** Review, discuss and possibly approve a contract time extension with Jacobs for the Effluent Storage Tank CIP# 2599SS2010 project. (Requesting Staff Member: Interim Director of Public Works Kate Nelson) – *pages 301 - 305*

Recommendation for Action: Review, discuss and approve a contract time extension with Jacobs for the Effluent Storage Tank CIP#2599SS2010 project.

G. GENERAL BUSINESS (for possible action)

1. **SUBJECT:** Election of Board of Trustees Officers for the 2024 Term – Effective January 1, 2024.
page 306

Recommendation for Action: That the Board of Trustees make a motion to nominate individual officer positions (multiple motions) of the Board and/or an officer position slate (one motion).

2. **SUBJECT:** Approve and authorize the General Manager to Execute the State of Nevada Clean Water State Revolving Fund Loan Contracts CW2401 and CW2402 in the aggregate amount of \$36,740,000 to complete the financing of the Effluent Pipeline Project. (Requesting Staff Member: Interim Director of Finance Bobby Magee) – *pages 307 - 431*

Recommendation for Action: That the Board of Trustees make a motion to Authorize the General Manager to Execute State of Nevada Clean Water State Revolving Fund Loan Contracts CW2401 and CW2402 in the aggregate amount of \$36,740,000 to complete the financing of the Effluent Pipeline Project.

3. **SUBJECT:** Review, discuss, and possibly approve **Resolution No. 1906** providing for the Issuance of Sewer Bond Series 2024A in the maximum amount of \$36,371,700 and Sewer Bond Series 2024B in the maximum amount of \$368,300 (Principal Forgiveness); Providing the Forms, Terms and Conditions Thereof; Securing Payment Through a Pledge of Net Revenues Derived from the Utility System of Which the Financed Project is a Part; Ratifying Actions Previously Taken Toward the Issuance of the Bonds; and Providing Other Matters Relating Thereto. (Requesting Staff Member: Interim Director of Finance Bobby Magee) – *pages 432 - 485*

Recommendation for Action: That the Board of Trustees makes a motion to approve Resolution Number 1906 providing for the issuance of Sewer Bond Series 2024A in the maximum amount of \$36,371,700 and Sewer Bond Series 2023B in the maximum amount of \$368,300 (principal forgiveness); providing the forms, terms and conditions thereof; securing payment through a pledge of net revenues derived from the utility system of which the financed project is a part; ratifying actions previously taken toward the issuance of the bonds; and providing other matters pertaining thereto.

NOTICE OF MEETING

Agenda for the Board Meeting of December 13, 2023 - Page 3

4. **SUBJECT:** Review, Discuss and Possibly Approve Construction Manager at Risk ("CMAR") Construction Agreement with Granite Construction for completion of Phase 2 of the Effluent Export Pipeline including the negotiated schedule of values, CMAR Fee, and owner-controlled risk reserve prepared for Guaranteed Maximum Price (GMP) in the amount of \$46,744,705.15; 2023/2024 Capital Improvement Project; Fund: Utilities; Division: Sewer; Project #2524SS1010. (Requesting Staff Member: Interim Director of Public Works Kate Nelson) – *pages 486 - 775*

Recommendation for Action: That the Board of Trustees makes a motion to:

1. Approve CMAR Construction Agreement with Granite Construction for the Effluent Pipeline Project with a Guaranteed Maximum Price in the amount of \$46,744,705.15 (Inclusive of \$7.688M Owner Controlled Risk Reserve); 2023/2024 Capital Improvement Project; Fund: Utilities; Division: Sewer; Project #2524SS1010.
2. Authorize the Chair and Secretary to execute the CMAR Contract with Granite Construction.

5. **SUBJECT:** Review, discuss and possibly approve the Construction Contract for Sewer Pump Station #1 Improvements - 2023/2024 Capital Improvement Project; Fund: Utilities; Division: Sewer; Project #2599DI1703; Contractor: San Joaquin Electrical, Inc. in the amount of \$1,113,500, and approve a Professional Service Agreement: DOWL LLC in the amount of \$29,620. (Requesting Staff Member: Interim Public Works Director Kate Nelson) – *pages 776 - 1006*

Recommendation for Action: The Board of Trustees make a motion to:

1. Approve the Construction Contract for SPS #1 Improvements - 2023/2024 Capital Improvement Project; Fund: Utilities; Division: Sewer; Project #2599DI1703; Contractor: San Joaquin Electrical, Inc. in the amount of \$1,113,500.
2. Authorize staff to execute change orders for additional work for 15% of the SPS #1 Improvements construction contract in the amount of \$167,000.
3. Approve the award of the Professional Services Agreement with DOWL, Inc. for construction management services in the amount of \$29,620.
4. Authorize engineering staff to perform construction services as required, in an amount not to exceed \$25,000.
5. Authorize Public Works operational staff to perform services if needed in an amount not to exceed \$50,000.
6. Authorize Chair and Secretary to execute the contracts in substantially the form presented.

6. **SUBJECT:** Review, discuss and possibly approve the finding that the contract is exempt from the requirements of competitive solicitation **and** review, discuss and possibly approve a Service Agreement for the Water Resource Recovery Facility Centrifuge Repair/Reconditioning - 2023/2024 Capital Project Fund: Utilities; Division: Sewer: Project #2599SS1102 Water Resource Recovery Facility Improvements; Contractor: Centrisys CNP in the amount not to exceed \$171,880. (Requesting Staff Member: Interim Public Works Director Kate Nelson) – *pages 1007 – 1026*

NOTICE OF MEETING

Agenda for the Board Meeting of December 13, 2023 - Page 4

Recommendation for Action: That the Board of Trustees makes a motion to:

1. Make the following finding: The District's repair/reconditioning to the existing centrifuges is exempt from competitive solicitation for the following reasons: NRS 332.115.1.(c) and the Board's Purchasing Policy 20.1.0, Section 3.1 Subsection A.2.
2. Approve the award of a Service Agreement for the Water Resource Recovery Facility Centrifuge Repair/Reconditioning - 2023/2024 Capital Project Fund: Utilities; Division: Sewer: Project #2599SS1102 Water Resource Recovery Facility Improvements; Contractor: Centrisys CNP in the amount not to exceed \$171,880.
3. Authorize the Interim General Manager to execute the contract in substantially the form presented.

7. **SUBJECT:** Review, discuss and possibly approve an increase to the project budget to support increased asphalt repair scope quantities for Mt. Golf Cart Path Restoration Phase II - 2023/2024 Capital Improvement Project; Fund: Community Services; Division: Golf; Project #3241LI1903; Vendor: SNC Construction in the amount of \$160,000. (Requesting Staff Member: Interim Public Works Director Kate Nelson) – *pages 1027 - 1038*

Recommendation for Action: The Board of Trustees make a motion to:

1. Approve an increase to the project budget for Mt. Golf Cart Path Restoration Phase II - 2023/2024 Capital Improvement Project; Fund: Community Services; Division: Golf; Project #3241LI1903; Vendor: SNC Construction in the amount of \$160,000 to support increased asphalt repair scope quantities in the amount of \$160,000.

8. **SUBJECT:** Review, discuss and possibly adopt revised Board Policy 23.1.0 - A policy regarding access to confidential and non-public information. (Requesting Staff Member: District General Counsel) – *pages 1039 - 1046*

Recommendation for Action: That the Board of Trustees make a motion to adopt revised Board Policy 23.1.0 - A Policy regarding access to Confidential and Non-Public information.

9. **SUBJECT:** Review, discuss and possibly approve an Amended and Restated Site Use License Agreement with NV Energy for Use of Diamond Peak Ski Resort Parking Lot to Prohibit Helicopter Operations. (Requesting Staff Member Interim General Manager: Mike Bandelin and District General Counsel) – *pages 1047 - 1055*

Recommendation for Action: The Board of Trustees make a motion to approve the Amended and Restated Site License Agreement with NV Energy.

10. **SUBJECT:** Review, discuss and possibly approve the agreement for FlashVote Services not to exceed the amount of \$7,900.00. (Requesting Trustee: Trustee Matthew Dent) – *pages 1056 - 1066*

NOTICE OF MEETING

Agenda for the Board Meeting of December 13, 2023 - Page 5

Recommendation for Action: It is recommended the Board of Trustees move to approve the Flashvote Services agreement, not to exceed the amount of \$7,900.00.

11. **SUBJECT:** Review, discuss and possibly act on the FlashVote survey results. (Requesting Trustee: Trustee Matthew Dent) – *pages 1067 - 1087*
12. **SUBJECT:** Review, discuss, and potentially answer the remaining community questions received at the October 11, 2023, Townhall Forum. (Requesting Trustee: Trustee Matthew Dent) – *pages 1088 - 1139*

- H. REDACTIONS FOR PENDING PUBLIC RECORDS REQUESTS (for possible action)
- I. LONG RANGE CALENDAR – *pages 1140 - 1142*
- J. BOARD OF TRUSTEES UPDATES
- K. FINAL PUBLIC COMMENTS - Limited to a maximum of three (3) minutes in duration.
- L. ADJOURNMENT (for possible action)

CERTIFICATION OF POSTING OF THIS AGENDA

I hereby certify that on or before 9:00 a.m. on Friday, December 8, 2023, a copy of this agenda (IVGID Board of Trustees Session of December 13, 2023) was delivered to the post office addressed to the people who have requested to receive copies of IVGID's agendas; copies were e-mailed to those people who have requested; and a copy was posted, physically or electronically, at the following locations in accordance with Assembly Bill 253:

1. IVGID Anne Vorderbruggen Building (893 Southwood Boulevard, Incline Village, Nevada; Administrative Offices)
2. IVGID's website (www.yourtahoepace.com/ivgid/board-of-trustees/meetings-and-agendas)
3. State of Nevada public noticing website (<https://notice.nv.gov/>)
4. IVGID's Recreation Center (980 Incline Way, Incline Village, Nevada)

/s/ Heidi H. White

Heidi H. White

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

IVGID Board of Trustees: Matthew Dent - Chairman, Sara Schmitz, Michaela Tonking, Raymond Tulloch and David Noble

Notes: Items on the agenda may be taken out of order; combined with other items; removed from the agenda; moved to the agenda of another meeting; moved to or from the Consent Calendar section; or may be voted on in a block. Items with a specific time designation will not be heard prior to the stated time, but may be heard later. Those items followed by an asterisk () are items on the agenda upon which the Board of Trustees will take no action. Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to call IVGID at 832-1100 at least 24 hours prior to the meeting. IVGID'S agenda packets are available at IVGID's website, www.yourtahoepace.com; go to "Board Meetings and Agendas".*

MEMORANDUM

TO: Board of Trustees

FROM: Mike Bandelin, Interim General Manager

SUBJECT: Interim General Manager's Monthly Status Report
Prepared for the meeting of December 13, 2023.

DATE: December 13, 2023

Venue Status Reports

Venue status reports are attached for November 2023.

Public Records Log

Public Records request Log attached from the following dates:
July 6, 2023 to December 6, 2023

Public Records Request Log					
Thursday, December 7, 2023					
Due Today:		1			
Open Requests:		8			
Log No.	Status	Date Requested	By Whom	Subject	Date Complete or Due by
	Complete	Thursday, July 6, 2023	Katz, Aaron	Project Manager Job Description	7/12/2023
	Complete	Monday, July 31, 2023	Homan, Mick	Correspondence re Ord 7 and Beach legal opinions	9/29/2023
	Complete	Friday, August 4, 2023	Paul, Gwen	Emails: Trustees & Mr. Dobler; Trustees and AC Chair Nolet starting 1/1/2023 to present (date filled)	8/4/2023
	Complete	Tuesday, August 8, 2023	Ashton, Don	Reports from Moss Adams	8/23/2023
	Complete	Monday, August 14, 2023	Abel, Mike	Files on he and his wife	8/14/2023
	Complete	Monday, August 14, 2023	Abel, Mike	Kaye Shackford and Mattford Group	8/18/2023
	Complete	Tuesday, August 22, 2023	Wells, Kristie	Emails: Carey, etc and re: Dobler	9/8/2023
	Complete	Tuesday, August 22, 2023	Wells, Kristie	Emails: GSG etc. 8/1/2016 to 8/22/2023	9/8/2023
	Complete	Wednesday, August 23, 2023	Krolick, Gail	Emails: Carey and Dobler re suspension	9/8/2023
	Complete	Thursday, August 24, 2023	Soft, Jason	S&W easement documents - Cal Nova	9/5/2023
	Complete	Monday, August 28, 2023	Riner, Dr. Myles	Mick Homan's recent resignation letter	8/28/2023
	Complete	Friday, September 8, 2023	Dobler, Cliff	Emails: Kahrs to BOT re ltr from Dee Carey	9/13/2023
	Complete	Monday, September 11, 2023	Katz, Aaron	NVEnergy replacement - helicopter charges	9/12/2023
	Partial response	Monday, September 11, 2023	Barth, Megan	Banking information, reconciliations, salaries and benefits, general ledger, notary	9/12/2023
	Awaiting response from Mr. Hicks	Monday, September 11, 2023	Hicks, Joshua	Golf Genius emails	10/24/2023
	Complete	Tuesday, September 19, 2023	Becker, Mary	Employment Contracts for Dobler, Schmitz, Dent and Tulloch	9/19/2023
	Complete	Wednesday, September 20, 2023	Dobler, Cliff	3 invoices: Granite Construction	9/21/2023
	Complete	Thursday, September 21, 2023	Johnson, John	Vote Tally - Golf Advisory Committee	9/21/2023
	Complete	Friday, September 22, 2023	Wright, Frank	Submitted by Trish McKowen read at the 09/19/2023 BOT meeting	9/27/2023
	Complete	Monday, September 25, 2023	Dobler, Cliff	Invoices from Silver State Law	10/4/2023
	Complete	Tuesday, September 26, 2023	Riner, Dr. Myles	Emails: Schmitz and Winqest during 09/1/2022 to 09/14/2022	9/26/2023

EXHIBIT "B"

RE: Staff's Failure to Make Available to Members of the Public Who Have Requested, the Dec 13, 2023 IVGID Board Meeting Packet of Materials - Consequence: Cancel and Re-Notice the IVGID Board's Dec 13, 2023 Meeting

From: <s4s@ix.netcom.com>
To: Sergio Rudin <Sergio.Rudin@bbkllaw.com>
Cc: 'Mike L. Bandelin' <MLB@ivgid.org>, Dent Matthew <dent_trustee@ivgid.org>, Schmitz Sara <schmitz_trustee@ivgid.org>, Tonking Michaela <tonking_trustee@ivgid.org>, Noble Dave <noble_trustee@ivgid.org>, Tulloch Ray <tulloch_trustee@ivgid.org>
Subject: RE: Staff's Failure to Make Available to Members of the Public Who Have Requested, the Dec 13, 2023 IVGID Board Meeting Packet of Materials - Consequence: Cancel and Re-Notice the IVGID Board's Dec 13, 2023 Meeting
Date: Dec 11, 2023 2:52 PM

Thank you Mr. Rudin -

With your permission I intend to address the matters in your e-mail below piecemeal. And here is the first installment.

Section 5.02 of the OAG's OML Manual addresses the required contents of notices of public body meetings. Therein it states literally that such notices shall include "the name and contact information for the person designated by the public body from whom a member of the public may request **the supporting material** for the meeting and a list of the locations where the supporting material is available to the public." See NRS 241.020(3)(c).

So I went to the notice of the December 12, 2023 meeting which now appears at https://www.yourtaehoeplace.com/uploads/pdf-ivgid/2023-12-13_Agenda_Final.pdf looking for this required language. I don't see it. Do you? If so, can you please point me to it? If not, how could you as attorney for the Board approve the preparation of such a notice?

And now that you see the notice of the December 12, 2023 meeting omits the required language provided by the NRS, do you agree with me it is defective? And if so, I request re-noticing of the meeting in order to comply with NRS 241.020(3)(c). I have sent Board members a copy of this request so that each will be on notice of the possible OML violation. As you know, the consequence is that all action taken at this meeting can be rendered void.

More to come later. And thank you for your cooperation. Aaron Katz

-----Original Message-----

From: Sergio Rudin <Sergio.Rudin@bbkllaw.com>
Sent: Dec 11, 2023 11:22 AM
To: 's4s@ix.netcom.com' <s4s@ix.netcom.com>
Cc: 'Mike L. Bandelin' <MLB@ivgid.org>, 'Heidi White' <hhw@ivgid.org>
Subject: RE: Staff's Failure to Make Available to Members of the Public Who Have Requested, the Dec 13, 2023 IVGID Board Meeting Packet of Materials - Consequence: Cancel and Re-Notice the IVGID Board's Dec 13, 2023 Meeting

Good morning Mr. Katz,

In discussing the matter with the Clerk, your agenda packet materials were printed and placed on the front porch of the administrative building for pickup at approximately 7:30 p.m. on Friday, where I understand it presently sits available for pickup at your convenience. Board members were provided the agenda materials around 8:30 p.m. The full agenda packet was posted online at approximately 8:40 p.m. As you mention, you did receive notice via the District's Constant Contact system of the agenda, as you have requested under NRS 241.020(4), and the meeting was posted and published as required by law.

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR DECEMBER 13, 2023 MEETING –
AGENDA ITEM C – PUBLIC RECORDS – HOW LONG DOES IT TAKE TO
SECURE STRAIGHTFORWARDLY REQUESTED PUBLIC RECORDS?**

Introduction: Well here's yet "another one" as my friend DJ Kahled would say¹. More evidence of staff incompetence, arrogance, and a lack of financial transparency. Arising out of staff's attempt to hide the truth of its expenditure of public funds. And that's the purpose of this written statement.

Staff's Violation of Nevada's Public Records Act ("NPR"): Nevada's Public Records Act appears at NRS 239.001, et seq. NRS 239.0107(1) instructs that persons are entitled to "request...copy or receive...(from) the person who has legal custody or control of a public book or record of a governmental entity (a)...public book or record, a governmental entity." NAC 239.101 defines a "record of a local governmental entity (as)... information that is created or received pursuant to a law or ordinance, or in connection with the transaction of the official business of any office or department of a local governmental entity, including, without limitation, all documents, papers, letters, bound ledger volumes, maps, charts, blueprints, drawings, photographs, films, newspapers received pursuant to [NRS 247.070](#), recorded media, financial statements, statistical tabulations and other documentary materials or information, regardless of physical form or characteristic."

My October 28, 2023 NPRA Request: On October 28, 2023 I made a public records request for the procurement/charge card records for Fleet employees Rich Allen, Travis Riley, and someone Rau. Notwithstanding the fact that NRS 239.0107(1) instructs that such records must be made available for inspection and copying within five (5) business days after request, I never received the same from our Public Records Officer ("PRO") at the time, Susan Herron. Thus a violation of the NPRA.

Staff's Reporting of its Alleged Compliance With NPRA Requests: Staff want the Board and the Public want to propagate the myth that they are totally transparent when it comes to reporting the District's finances. So on a monthly basis our GM provides reports identifying all NPRA requests, and staff's compliance therewith. For the upcoming December 13, 2023 meeting, that report appears at pages 6-7 of the packet of materials prepared by staff in support of that meeting ["the 12/13/2023 Board packet" (https://www.yourtahoeplace.com/uploads/pdf-ivgid/2023-12-13_Agenda_Packet_Final_Part1.pdf)]. Do you see that on page 6 our interim GM has reported where I made my NPRA request? Do you see where he reports nothing with respect to staff's compliance?

My E-Mail of December 11, 2023: As a result of the above, on December 9, 2023 I sent an e-mail to the Board complaining of staff's violation of the NPRA. Rather than regurgitating the contents

¹ Go to <https://medium.com/cuepoint/the-old-people-s-guide-to-dj-khaled-5618a5aa52b1#:~:text=Another%20One%20%E2%80%94%20One%20of%20the,of%20shoes%2C%20or%20something%20else.>

of my e-mail, I simply refer the reader to a copy which is attached as Exhibit "A" to this written statement.

Only after bringing this matter to the Board's attention, did I hear from our current PRO when today, December 13, 2023, she provided the records requested². Six (6) weeks late, but at least provided.

Judy's May 26, 2023 NPRA Request: On May 26, 2023 Judy made a public records request for the salary grades/classes applicable to the current 2023-24 budget. Rather than regurgitating the contents of Judy's e-mail request, I simply refer the reader to a copy which is attached as Exhibit "C" to this written statement.

Judy's December 2, 2023 E-Mail to The Current PRO and Interim GM: Putting aside the fact Ms. Herron didn't have to delay responding to Judy's NPRA request, when more than six (6) months had elapsed and still nothing, she followed up with the current PRO and interim GM. That follow up is evidenced in the string of e-mails included in Exhibit "C."

My E-Mail of December 2, 2023: As a result of the above, on December 2, 2023 I sent an e-mail to the Board complaining of staff's repeated violation of the NPRA. Rather than regurgitating the contents of my e-mail, I simply refer the reader to a copy which is part of the string of e-mails attached as Exhibit "C" to this written statement.

Only after bringing this matter to the Board's attention, did Judy hear from our current PRO when on December 4, 2023, she provided *some* the records requested³. Over six (6) months late, but at least provided.

But as aforesaid, Judy did not receive the list of approved positions for the current fiscal year including the class and grade as requested on December 2, 2023. In fact even as of today, Judy has not received those public records.

Conclusion: Non-compliance with the NPRA has been a constant battle between the District and requesters such as myself and Judy, for years. And here we have evidence of two (2) specific NPRA violations again. When is the Board going to take action against staff which can't comply with the NRS? Why should members of the public have to follow up on their requests just to obtain the documents originally requested? And no Trustee Tonking, it's not "water under the bridge."

² The e-mail from Heidi White accompanying those records is attached as Exhibit "B" to this written statement.

³ The e-mail from Heidi White accompanying those records is part of a string of e-mails attached as Exhibit "D" to this written statement.

And you wonder what your Recreation (“RFF”) and Beach (“BFF”) Facility Fees actually pay for?
I’ve now provided more answers.

Respectfully submitted, Aaron Katz (Your Community Watchdog Because Nearly No One Else
Seems to be Watching).

EXHIBIT "A"

Re: Where Are my Public Records?

From: "Dave Noble" <noble_trustee@ivgid.org>
To: "s4s@ix.netcom.com" <s4s@ix.netcom.com>
Cc: "Matthew Dent" <dent_trustee@ivgid.org>, "Sara Schmitz" <trustee_schmitz@ivgid.org>, "Michaela Tonking" <tonking_trustee@ivgid.org>, "Ray Tulloch" <tulloch_trustee@ivgid.org>, "Mike L. Bandelin" <MLB@ivgid.org>
Subject: Re: Where Are my Public Records?
Date: Dec 11, 2023 6:03 AM

Mr. Katz,

The IVGID BOT has received your correspondence.
Each Trustee will individually decide what, if anything, to do with the information provided.

David Noble
Secretary, IVGID BOT

From: s4s@ix.netcom.com <s4s@ix.netcom.com>
Sent: Saturday, December 9, 2023 1:02:26 PM
To: Matthew Dent
Cc: Sara Schmitz; Michaela Tonking; Ray Tulloch; Dave Noble
Subject: Where Are my Public Records?

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Chairperson Dent, and Other Honorable Members of the IVGID Board -

Page 7 of the Board packet to the upcoming Board meeting evidences a portion of the District's public records log. Your attention is directed to my October 28, 2023 public records request for pocurement card receipts for charges for the last three years for Fleet employees Allen, Riley and Rau. And the response? Nothing. Nada. Zip. Are we certain Ms. Herron received the request? Yes we are. Because I have an October 31, 2023 e-mail from Ms. Herron acknowledging receipt.

NRS 239.0107(1) declares that "not later than the end of the fifth business day after the date on which the person who has legal custody or control of a public book or record of a governmental entity receives a written or oral request from a person to inspect, copy or receive a copy of the public book or record, a governmental entity shall" in this instance substantively respond. Here it's been 42 days. And still no response whatsoever.

When are you Board members going to compel your staff to comply with the NRS? This is unacceptable.

Aaron Katz

EXHIBIT “B”

RE: Where Are my Public Records?

From: Info IVGID <info@ivgid.org>
To: s4s@ix.netcom.com <s4s@ix.netcom.com>
Subject: RE: Where Are my Public Records?
Date: Dec 13, 2023 11:22 AM
Attachments: [Rich Allen Public rec records of charges 01.01.21-11.30.23.xls](#)

Good Morning Mr. Katz,

Thank you again for your request.

Please see the attached records as provided by the IVGID Finance Team.

The information provided by staff also indicated that only fleet employee Allen has a procurement card. You can find all his charges starting 01.01.21-11.30.23 attached.

Respectfully,

Heidi H. White
District Clerk

Incline Village General Improvement District
 893 Southwood Blvd., Incline Village, NV 89451
 Cell: 775-558-9500 info@ivgid.org



Email: hlw@ivgid.org
 Office: (775)832-1268
 Cell: (775)558-9500

From: s4s@ix.netcom.com <s4s@ix.netcom.com>
Sent: Saturday, December 9, 2023 1:02 PM
To: Matthew Dent
Cc: Sara Schmitz; Michaela Tonking; Ray Tulloch; Dave Noble
Subject: Where Are my Public Records?

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Chairperson Dent, and Other Honorable Members of the IVGID Board -

Page 7 of the Board packet to the upcoming Board meeting evidences a portion of the District's public records log. Your attention is directed to my October 28, 2023 public records request for pocurement card receipts for charges for the last three years for Fleet employees Allen, Riley and Rau. And the response? Nothing. Nada. Zip. Are we certain Ms. Herron received the request? Yes we are. Because I have an October 31, 2023 e-mail from Ms. Herron acknowledging receipt.

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EXHIBIT “C”

Re: Fwd: Past Public records request

From: "Dave Noble" <noble_trustee@ivgid.org>
To: "s4s@ix.netcom.com" <s4s@ix.netcom.com>
Cc: "Matthew Dent" <dent_trustee@ivgid.org>, "Sara Schmitz" <trustee_schmitz@ivgid.org>, "Michaela Tonking" <tonking_trustee@ivgid.org>, "Ray Tulloch" <tulloch_trustee@ivgid.org>, "Mike L. Bandelin" <MLB@ivgid.org>
Subject: Re: Fwd: Past Public records request
Date: Dec 11, 2023 6:02 AM

Mr. Katz,

The IVGID BOT has received your correspondence.
 Each Trustee will individually decide what, if anything, to do with the information provided.

David Noble
 Secretary, IVGID BOT

From: s4s@ix.netcom.com <s4s@ix.netcom.com>
Sent: Saturday, December 2, 2023 10:56:16 AM
To: Matthew Dent
Cc: Sara Schmitz; Michaela Tonking; Ray Tulloch; Dave Noble; Mike L. Bandelin; Bobby Magee; Heidi White
Subject: Fw: Fwd: Past Public records request

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Chairperson Dent and Other Honorable Members of the IVGID Board -

I keep telling you that it's essentially everything our employees do. By and large they're liars, cheaters, deceivers, incompetents, etc. They care more about supporting themselves and their co-employee colleagues than the public they were hired to serve. They are not hired until they've passed a customized personality test which ensures they possess the type of mentality to encompass the IVGID culture. And yet you as a Board do nothing to end these wrongs. Which means that ultimately, each of you is the problem. And that's what we have here. As my friend DJ Kahled would say, "here's yet another one."

Below find Judy's follow up e-mail/attachment to our current Public Records Officer (Heidi) insofar as Judy's original records request made on May 26 of this year. If Susan Herron responded as Judy represents she responded (which she did according to the e-mail below), then Susan Herron is a liar. Something I and others have shared with the Board and Indra on so many numbers of occasions. And here's why.

The document Judy asked to examine is created every year by staff as part of the budget process. It along with a listing of key personnel positions and a proposed budgeted amount for personnel are typically included in a board packet at one or more of the meetings leading up to approval of a budget in latter May. Probably in February of each year. Because if it isn't, how does the Board know whether to approve the proposed budget submitted by staff? How do Board numbers know how many employees, their FTEs, their job title, their compensation category and their salary ranges to approve as part of the budget?

This means that when Judy made her public records request in June of this year, the 2023-24 budget had ALREADY been approved. In other words staff already knew how many employees they were budgeting to employ, at what positions, and at what compensation categories. I understand staff or probably Susan Herron in particular wanted to HIDE the document requested by Judy for a variety of reasons. And so she did! Which means that when Susan Herron told Judy she would provide the requested document on July 1, 2023 she was lying again. And now poor little Heidi is being asked to pick up the pieces left by Ms. Herron and she doesn't even know what she's looking for. Because she's not equipped for the job (discussed in more detail below). Good job Ms. Herron!

So what are the lessons to be learned? If you as Board members don't know what you're approving, then DON'T! Get all the answers you need or get rid of the problem employees and get competent and ethical ones who will do their jobs the correct way right from the start.

If your staff is lying or being deceitful, then call them out and if need be, TERMINATE THEIR EMPLOY. We can't and shouldn't have to put up with anything less.

Because if you don't do your jobs, at the end of the day, regardless of staff lies or deceit, the ultimate responsibility falls on each of you individually. Like it or not. As it has here.

And one little piece of advice for Heidi White (which explains why I am sending her a copy of this e-mail). When you ask the true custodian of records the subject of a public records request for the documents which have been requested and you get an answer, YOU CAN'T AND SHOULDN'T simply regurgitate their answer(s). Because how do you know if they're being truthful? Nor being fully forthcoming? You need to investigate for yourself. Because your colleagues don't speak the truth. And your response "to the best of your knowledge" is really meaningless and untruthful. Since you have no direct knowledge as to the truthfulness of your colleague's response, how can you represent that what you are regurgitating is really to the best of your knowledge? And if you can't do your job in a professional manner, STOP DOING IT! Because you're going to be held responsible for the consequences of a colleague's lies.

Moreover, why has Ms. White been placed in the position that she has with the District? What training did she receive

before she was appointed Public Records Officer? What does she know about NRS 239? Who is supervising her work to make sure she is performing it in a professional manner? What internal controls are in place? I submit it's really another example of the same old problem. By and large our staff lack competence. They have been thrust into jobs for which they lack experience and are not equipped to perform. Why? Because we just can't seem to find truly competent staff. Or maybe, since staff is doing their own hiring, they really don't want to hire competent colleagues. They'd rather their colleagues have the proper state of mind.

One final question Chair Dent. WHERE'S SUSAN HERRON?

Respectfully, Aaron Katz

-----Forwarded Message-----

From: Judith Miller <pupfarm1@gmail.com>
Sent: Dec 2, 2023 9:27 AM
To: <info@ivgid.org>
Cc: <bma@ivgid.org>
Subject: Fwd: Past Public records request

Please find attached a public records request I submitted in June and my email string with Ms. Herron below. I still have not received the requested records. Additionally, I would like to receive the salary grade and class for each budgeted position (see page 50 of the 5/26/2023 budget package).

Unlike prior years, there was no table of salary ranges for the approved positions in the budget hearing presentation on May 26, 2023 nor was the salary grade/class included in the list of budgeted positions.

Thank you for your assistance.

Judith Miller

----- Forwarded message -----

From: Susan A. Herron <sah@ivgid.org<mailto:sah@ivgid.org>>
Date: Tue, Jun 6, 2023 at 4:54 PM
Subject: RE: Public records request
To: pupfarm1@gmail.com<mailto:pupfarm1@gmail.com> <pupfarm1@gmail.com<mailto:pupfarm1@gmail.com>>

Hello Ms. Miller,

Staff has advised that the public records request that you made cannot be fulfilled until the Union contracts are negotiated/accepted which is anticipated to occur sometime in July. I will put a tickler on my calendar to revisit your request mid-July.

Thank you,
Susan

From: Info IVGID

Sent: Tuesday, May 30, 2023 8:35 AM

To: 'Susan A. Herron' <Susan_Herron@ivgid.org<mailto: Susan_Herron@ivgid.org>>

Subject: FW: Public records request

From: Judith Miller <pupfarm1@gmail.com<mailto:pupfarm1@gmail.com>>

Sent: Friday, May 26, 2023 3:04 PM

To: Info IVGID <info@ivgid.org<mailto:info@ivgid.org>>

Subject: Public records request

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Please find attached my public records request.

Judith Miller

EXHIBIT “D”

Fwd: Past Public records request

From: Judith Miller <pupfarm1@gmail.com>
To: Aaron Katz <s4s@ix.netcom.com>
Subject: Fwd: Past Public records request
Date: Dec 13, 2023 1:52 PM

----- Forwarded message -----

From: Judith Miller <pupfarm1@gmail.com>
Date: Sat, Dec 9, 2023 at 8:43 AM
Subject: Re: Past Public records request
To: Info IVGID <info@ivgid.org>

Thank you for providing a response to my request of May 26, 2023 with the table of Standard Salary Ranges. However, I did not receive the list of approved positions for the current fiscal year including the class and grade, as I requested on December 2, 2023. I would appreciate receiving this table in Excel or csv format.

And although I was able to convert the Salary Range table to excel using a 7 day trial subscription, unless I purchase Adobe or other software, I am not aware of any free tools to perform these conversions. It was my understanding that the Tyler system has a feature to allow reports to be downloaded in Excel and that staff would hopefully acquire that skill. The HR component of the Tyler products was the first one to go live. Hopefully by now staff has acquired the knowledge to use this feature. The Nevada public records act and court decisions require public agencies to provide records in the format requested whenever possible.

Thank you.

Judith Miller

On Mon, Dec 4, 2023 at 10:33 AM Info IVGID <info@ivgid.org> wrote:

Good Morning Ms. Miller,

Thank you for your recent request No. 23-115.

The attached report includes both the general and union grade matrix and was provided by the HR Director as it was pulled directly from the system. Most Adobe software will allow you to convert the document from .pdf to excel.

Respectfully,

Heidi H. White
District Clerk

Incline Village General Improvement District
893 Southwood Blvd., Incline Village, NV 89451
Cell: 775-558-9500 hhw@ivgid.org



Email: hhw@ivgid.org

Office: (775)832-1268
Cell: (775)558-9500

From: Judith Miller <pupfarm1@gmail.com>
Sent: Saturday, December 2, 2023 9:27 AM
To: Info IVGID <info@ivgid.org>
Cc: Bobby Magee <bma@ivgid.org>
Subject: Fwd: Past Public records request

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Date: Tue, Jun 6, 2023 at 4:54 PM
Subject: RE: Public records request
To: pupfarm1@gmail.com <pupfarm1@gmail.com>

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Susan

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To: Info IVGID <info@ivgid.org>
Subject: Public records request

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

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Judith Miller

**WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN
MINUTES OF THE IVGID BOARD'S REGULAR DECEMBER 13, 2023 MEETING –
AGENDA ITEM G(4) – SECOND STAFF EFFORT TO SECURE APPROVAL OF
GRANITE CONSTRUCTION COMPANY'S ("GRANITE'S") PROPOSED
GMP2 AGREEMENT FOR CONSTRUCTION OF FORMER PHASES
2-3 OF PHASE II OF THE EFFLUENT PIPELINE PROJECT**

Introduction: Well here's yet "another one" as my friend DJ Kahled would say¹. More evidence of staff waste, incompetence, misrepresentation of the truth, and a lack of financial transparency (have I left anything out?). Arising out of staff's second request² for the Board to approve entrance into a GMP2 contract with Granite for completion of Phase II of the Effluent Pipeline Replacement Project ("the revised project") at a now revised estimated cost of approximately \$63.7 million. This proposal is based upon new misrepresentations of fact and I oppose it. And that's the purpose of this written statement.

My E-Mail of December 12, 2023: At the Board's October 25, 2023 meeting staff attempted to get the Board to approve entrance into a GMP2 contract with Granite for the revised project. That effort was unsuccessful, and the Board chairperson announced that the Board would not be going forward until receipt of answers to a series of questions posed to the District's attorneys. But engineer Hudson Klein has misrepresented what took place on October 25, 2023. Instead he states that staff was directed to negotiate down Granite's proposed 12.7% Construction Manager at Risk ("CMAR") fee. Now that that fee has been negotiated down to 10%, although as the reader will discover that has really not occurred, Mr. Klein represents the District should move forward. I object, and my reasons for objecting were set forth in a December 12, 2023 e-mail to the Board. Rather than regurgitating the contents of my e-mail, I simply refer the reader to a copy which is attached as Exhibit "A" to this written statement.

Conclusion: Again I have to state that the so called professional construction management the public is receiving from Mr. Klein and Co. *isn't* being delivered. What have staff done since October 25, 2023 to put the most immediate portion of the revised project out for bid? What has the District done to create a professional negotiating group or committee to negotiate a resolution to our outstanding issues with Granite? And meanwhile the clock is ticking away which will cause no resolution to take place in time for the 2024 construction season.

¹ Go to <https://medium.com/cuepoint/the-old-people-s-guide-to-dj-khaled-5618a5aa52b1#:~:text=Another%20One%20%E2%80%94%20One%20of%20the,of%20shoes%2C%20or%20something%20else.>

² The first took place at the Board's October 25, 2023 meeting (go to https://www.yourtahoeplace.com/uploads/pdf-ivgid/Item_G.3._-_GMP2.pdf).

My December 12, 2023 asks that:

1. A citizens' committee be created to negotiate our outstanding issues with Granite;
2. Further payment to Granite under the GMP1 contract be suspended pending the resolution of our outstanding issues with Granite;
3. In the interim, we instruct staff to immediately put out a Request For Proposal ("RFP") insofar as the most pressing and immediate portions of the revised project are concerned with the idea of awarding a contract for the upcoming 2024 construction season; and,
4. That the Board should agendaize a matter on its next Board meeting calendar to consider possible termination of Kate Nelson and Hudson Klein (these employees must go). Please don't tell me that the Board has no authority to terminate any employee other than the GM. Listen to:
5. NRS 318.180 which states "the board shall have the power to hire and retain agents, employees, servants, engineers and attorneys, and any other persons necessary or desirable to effect the purposes of this chapter;"
6. NRS 318.210 which states "the board shall have and exercise all rights and powers necessary or incidental to or implied from the specific powers granted in this chapter" (if the board has the power to hire employees, isn't the power to fire "necessary or incidental to or implied from" that specific power?); and,
7. NRS 318.015(1) which states "it is hereby declared as a matter of legislative determination that the...provisions of this chapter shall be broadly construed."

The Board clearly has the power!

In addition, I continue to ask that the Board consider dismantling of the District's internal services engineering division. A wasteful \$1.05M or more annual cost which is paid for, if not subsidized, by our Recreation ("RFF") and Beach ("BFF") Facility Fees, and the utility rates and charges local parcel owners must pay/guaranty³.

Don't you see that this waste and incompetence just goes on and on? Business as usual. Never a revelation of the truth. Never the full transparency staff represent. Never correcting past wrongs.

³ Trustee Schmits keeps arguing with me over this one. But the facts are that no funding is budget for internal services. Rather, our employees whose salaries and benefits are assigned to this fund must bill out their services to the District departments which are compelled to use them. To the extent those services are used by departments within the Community Services and Beach Funds, those funds are budgeted to overspend, and that overspending is subsidized by the RFF/BFF, engineering services are *de facto* financed by the RFF/BFF and the utility rates/charges which are assigned to the District's Utility Fund.

Never learning from our mistakes. It's all just "water under the bridge" as Trustee Tonking would tell us. And then you wonder why we lose nearly \$7M annually and that's the justification for our RFF and BFF? I'm sorry. I might have been born at night. Just not last night!

And you wonder what your RFF/BFF actually pay for? And why the utility rates we pay have skyrocketed in recent years? I've now provided more answers.

Respectfully submitted, Aaron Katz (Your Community Watchdog Because Nearly No One Else Seems to be Watching).

EXHIBIT "A"

December 13, 2023 IVGID Board Meeting - Agenda Item G(4) - Possible Entrance Into a Proposed CMAR Contract With Granite Construction For The Remainder of Phase II of The Effluent Pipeline Project

From: <s4s@ix.netcom.com>
To: "Dent Matthew" <dent_trustee@ivgid.org>
Cc: "Schmitz Sara" <schmitz_trustee@ivgid.org>, "Tonking Michaela" <tonking_trustee@ivgid.org>, "Noble Dave" <noble_trustee@ivgid.org>, "Tulloch Ray" <tulloch_trustee@ivgid.org>
Subject: December 13, 2023 IVGID Board Meeting - Agenda Item G(4) - Possible Entrance Into a Proposed CMAR Contract With Granite Construction For The Remainder of Phase II of The Effluent Pipeline Project
Date: Dec 12, 2023 6:37 PM

Chairperson Dent and Other Honorable Members of the IVGID Board -

Here our staff propose that the Board approve CMAR Construction Agreement with Granite Construction Co. ("Granite") for the balance of Phase II of the Effluent Pipeline Project. This proposal comes from our two incompetents in engineering, Kate Nelson and Hudson Klein. I wrote to each of you about these two individuals and the very same project last October 23, 2023 (see pages 236-239 of the Board packet for this meeting). I complained that although these two may be wonderful engineers, when it comes to negotiating major contracts and acting in a business capacity, they're ill equipped for the jobs they've been assigned. Didn't Ms. Nelson admit this to the Board at its October 25, 2023 meeting? Didn't she tell us she's not trained for activities such as this? Did Mr. Klein admit that he was not capable of negotiating anything further with Granite? So why aren't the two of these individuals off the job? Why isn't the District being represented by true professionals? This is the largest contract the District has ever entered into and who's steering the ship? Is that supposed to be acceptable?

Let me give you two more examples.

1. In his staff memo Mr. Klein states that at the Board's October 25, 2023 "meeting the Board directed staff to continue further negotiations with Granite with a specific focus on reduction in the project CMAR fee." NO IT DIDN'T Mr. Klein. Again you speak with forked tongue.

Go listen to the livestream Board members. Where did the Board instruct staff as Mr. Klein represents? NOWHERE Mr. Klein. Your representation above is a complete misstatement. And you know it! If one listens to the livestream, one will hear where Chairperson Dent summarized the state of the proposed GMP contract. The Board had to talk to legal counsel to get answers to the Board's outstanding questions, and then it had to bring the matter back to the Board for further action. Wednesday's Board meeting represents that bringing of the matter back. Further negotiating with Granite over outstanding legal questions, was not part of legal counsel's scope of work.

2. Remember. This is the guy who used chicken little "the sky is falling tactics" to place a guilt trip on the Board and coerce members into entering into a crappy GMP2 contract to the prejudice of the public, and the benefit of Granite. And he is the guy who misrepresented to the Board it was proper to pay Granite a CMAR fee on top of the purchase price paid directly by the District for the purchase of pipe material associated with GMP1 when Brad Underwood expressly represented to the Board and the public that by purchasing this material directly from Western Nevada Supply rather than going through Granite, the District would be saving approximately \$328K.

3. Under alternatives, Mr. Klein tells the Board "is to not award/approve the CMAR contract and Project construction will not proceed in 2024 with Project completion likely being delayed by one year until 2027." No that's not the only

alternative. And again, you know what I state is correct.

4. In my former e-mail to the Board on this subject, here's what I suggested (see page 237 of the Board packet):

- a) Do not approve staff's proposal;
- b) Direct staff to put this portion of the project out for public bid;
- c) Negotiate our outstanding issues with Granite, one of them being to recover the portion of the 14% CMAR fee staff authorized paying Granite without Board approval; and,
- d) Agendize for a future meeting the possible termination of Mr. Klein's and Ms. Nelson's employment with the District.

5. On October 29, 2023 I augmented my October 23, 2023 e-mail request to create a citizens' committee, In lieu of incompetent staff, to negotiate our outstanding issues with Granite (see pages 250-253 of the Board packet).

6. So now Mr. Klein is back again asking for the same thing he asked on October 25, 2023 meeting with two exceptions:

- a) A CMAR ("Construction Manager at Risk") fee reduction from 12.7% to 10% (roughly \$1M); and,
- b) Inclusion of a \$7.68M "owner controlled risk reserve" provision which allows Granite to recover up to this additional amount in addition to its alleged Guaranteed Maximum Price ("GMP"), and an additional 20% of any portion of that \$7.68M which is saved (potentially \$1.53M) as a result of non-payment (see section 7.1.4 of the proposed contract). In other words, nothing more than a disingenuous substitute for the CMAR fee reduction identified above.

That's it!

7. The proposed contract before the Board is no CMAR contract at all. The term "CMAR" is a complete misnomer. Why? Because here Granite is not at risk. And the contract amount is not a GMP. In other word's, it's an ordinary run of the mill construction contract. Which now raises the questions:

- a) Why were we able to enter into a contract with Granite without going out to public bid; and,
- b) Why does staff propose that we make this mistake a second time by entering into a GMP2 contract without going out to public bid?

8. Don't you members remember that the justification used by staff to avoid going out to public bid (because they were too busy) was because it was exempt from the requirement because the contractor had been selected after having been selected as a result of a Request For Qualifications ("RFQ")? But if the contract was never a CMAR one, then the fact Granite was selected pursuant to a RFQ process did not justify avoiding the public bid process.

9. There's no reason to make this mistake a second time. Direct staff to publish a RFP insofar as the portions of the proposed GMP2 contract which require immediate execution.

10. And there's nothing under GMP1 which entitles Granite entitled to 14% CMAR fee. Or any fee for that matter. So why are we resolving that issue in Granite's favor by approving the proposed contract proposed by staff?

11. There is nothing under the proposed contract which credits the District for the CMAR fee paid by the District to Granite under the GMP1 for pipe material Brad Underwood expressly represented to the Board would not be assessed.

As a result this omission is unnecessarily compensating Granite an additional \$300K+ at the public's expense.

12. The proposed CMP2 includes what used to be identified as phases 2-4 of phase 2 of the effluent pipeline project which continues to be represented to take another 2-3 years to accomplish. So why are we bundling all of these phases into one additional contract which now guarantees Granite CMAR fees for the entire remaining portion of phase 2 of the effluent pipeline project? Why aren't we simply contracting for just that portion of the project (about 10,000 lineal feet of pipe connected by ball and spigot rather than weld formerly identified as section 3) which requires immediate pipeline replacement? Why can't we simply contract for this 10,000 lineal feet now, and then contract for the remaining two phases, if/when actually necessary?

13. And since we can't even begin to address the remaining phases of the proposed GMP2 for a minimum of 2 years, why can't we take our time:

a) Going out to public bid now rather than sitting around and picking our noses; and,

b) More pointedly evaluating whether the remaining two phases are actually necessary?

14. Why are we agreeing to a 10% CMAR fee now when the going industry rate appears to be in the range of 4%-6%? Whoopie do to Ray if he was able to negotiate a 2.7% CMAR fee reduction. But it's still too high, and Ray has given away the store by allowing Granite to recover 20% of the alleged cost savings to be realized from alleged "owner controlled risk reserves."

15. When have you ever heard that a contractor is paid a percentage of contingent "risk reserves" which are never utilized because the reserves are for contingencies which never arise? Are you for real Mr. Klein? There was no such provision in the GMP1. So why in the GMP2? Don't you see this provisions is nothing more than a disingenuous substitute for the 2.7% CMAR fee reduction Ray has been able to negotiate with Granite?

16. And if the above weren't bad enough, why are we relying upon in-house engineering staff to perform construction management for any project, let alone this one? When they're obviously incompetent and even if they weren't, why would we ever intentionally take our CMAR off the hook? If we were to hire a truly competent construction management firm, the cost would be less than by using our in-house staff; the quality of work would be superior; and if there were a problem because of faulty construction, we would have some remedy other than "it's water under the bridge?"

17. Moreover, do you realize how much our in-house engineering staff have charged the District to date for the less than professional services they have heretofore provided with respect to this project? Do you realize how much more they will charge us if allowed to continue as they have been allowed to continue to date? And you think this is reasonable? Or prudent? At \$150+/hour for Ms. Nelson and Mr. Klein to prepare staff memos (let alone memos which misstate the truth) in support of this project, and make presentations to the Board such as the one they will be presenting on Wednesday, there's simply no truth in the staff assertion that the reason we have an engineering department in-house is because the cost would be so much more to us if we were to outsource these services. So when you consider terminating Ms. Nelson's and Mr. Klein's employ, consider dissolution of the engineering department. It's nothing more than an expensive (\$1.015M (see page 658 of the Board's May 26, 2023 meeting)) waste.

18. So who exactly is negotiating with Granite over these many matters (not just the CMAR fee under a proposed GMP2)? No disrespect to Ray. But it appears no one other than Ray. Why haven't we hired truly professional persons for this task? Didn't Trustee Schmitz raise this very question at the Board's October 25, 2023 meeting? Or the citizens committee I requested on October 29, 2023? Proceeding along the path you Board members are traveling is guaranteed to unnecessarily cost the public millions of dollars. Is that what each of you was elected to accomplish?

19. IMO Cliff had it right when he recommended to the Board on October 25, 2023 that it stop in its tracks, put phase 2 of the effluent pipeline project out to bid, hire true professionals to negotiate our many issues with Granite, determine whether we really have to replace the pipe where it has been welded together right now rather than in later phases, and report back to the Board. Once we enter into our financing agreement with the State, we will have 3 years to commence completion of the remainder of this project. Phase 2 can go forward in spring of 2024 after we've gone out to public bid and selected a contractor. And not necessarily a CMAR contractor. So what's the rush?

As I urged the Board on October 25, 2023, I again urge that the form of agreement presented be rejected. Instead take the actions I request above.

Respectfully, Aaron Katz

PLACE HOLDER

WRITTEN STATEMENT TO BE ATTACHED TO AND MADE A PART OF THE WRITTEN MINUTES OF THE IVGID BOARD'S REGULAR DECEMBER 13, 2023 MEETING – AGENDA ITEM C – PUBLIC COMMENT – OUR NEW BOARD CLERK'S FAILURE TO PROVIDE NOTICE OF THE AVAILABILITY TO PICK UP THE BOARD PACKET OF SUPPORTING MATERIALS FOR THIS, HER LYING AS TO THE REASONS, AND THEN DEFENDING STAFF'S LIES RATHER THAN TAKING ACTION TO CORRECT VIOLATION OF NRS 241.020(7)-(8)

Introduction: Well here's yet "another one" as my friend DJ Kahled would say¹. More evidence of staff incompetence, misrepresentation and arrogance. And an attorney who sees fit to be a wing man for the Board and District staff, even when as here there is evidence staff doesn't speak the truth. In other words, the more things change the more they remain the same. Or stated differently, to those readers who think we can fix the corruption of staff by replacing unethical and untruthful employees, here's evidence that we can't. The corruption and unethicalness of District staff is not capable of redemption. It is simply repeated over and over again by new employee after new employee who is indoctrinated into the ways of IVGID. And that's the purpose of this written statement.

Staff's Notice to Board Members That Their Packets of Supporting Materials For This Evening's Board Meeting Were Available For Their Pick Up: At 8:53:30 P.M. on Friday, December 8, 2023, our GM provided notice to Board members that their Board packets of supporting material for the Board's December 13, 2023 meeting were available for their pick up at the District's administration building². This notice was actually received by at least one Board member (Trustee Noble) because he acknowledged receipt of the same via his e-mail of even date³. Note that my e-mail address was not included in the e-mail to Board members.

My December 9, 2023 E-Mail to Board Clerk Heidi White Inquiring as to Why I Had Not Been Notified That My Board Packet For The Board's December 13, 2023 Meeting Was Available For My Pick Up: When I had received no notice that my Board packet of materials for the Board's December 13, 2023 meeting was available for pick up, and I had reason to believe that such notice had been given to Board members, I sent an e-mail to Ms. White Saturday morning, December 9, 2023, at 8:54 A.M. In that e-mail I asked if Board packets had been made available to Board members, yet not me,

¹ Go to <https://medium.com/cuepoint/the-old-people-s-guide-to-dj-khaled-5618a5aa52b1#:~:text=Another%20One%20E2%80%94%20One%20of%20the,of%20shoes%2C%20or%20something%20else.>

² Our GM's e-mail to this effect, which is part of a string of e-mails, is attached as Exhibit "A" to this written statement.

³ The first page of Exhibit "A" references Trustee Noble's receipt.

MEMORANDUM

TO: Board of Trustees

THROUGH: Mike Bandelin
Interim General Manager

FROM: Bobby Magee
Interim Director of Finance

SUBJECT: Draft Budget Calendar for Fiscal Year 2024-25

DATE: January 10, 2024

I. RECOMMENDATIONS

That the Board of Trustees:

1. Review the draft budget calendar outline which was designed and structured to give insight as to the process of preparing the annual budget providing comments as appropriate; and,
2. Receive and file the draft budget calendar; and,
3. Discuss and propose a future date for a potential special Board of Trustees meeting for Kevin Lyons, of Governance Sciences Inc., to review and discuss the results of the FlashVote Priorities Survey as part of a Board Strategic Budget Planning Retreat and Capital Improvement 5-Year Plan.

II. DISTRICT STRATEGIC PLAN

This action supports Long Range Principle #3, Finance; *“The District will ensure fiscal responsibility and sustainability of service capacities by maintaining effective financial polices for operating budgets, fund balances, capital improvement and debt management.”*

- *Comply with State and Federal regulations.*
- *Develop and maintain a long term plan to sustain financial resources.*

III. BACKGROUND

Overview

The Finance Department has begun its preparations for the upcoming fiscal year 2024-25 budget. The budget calendar was the first step in the preparations and

provides insight to the process along with estimated timelines for milestones of this project. Information related to the timing of events will be shared with each department head and interested staff, and the Finance Department will begin to work on each individual process related to the overall budget development process. As the timing of events is of interest to the public and the Board, staff is presenting the draft document for review and comment.

One of the items staff is recommending as part of the budget development process is a Board Strategic Budget Planning Retreat. The concept of the Retreat would include a review of the existing Strategic Plan, a review of the 5-year Capital Improvement Plan, and staff requesting direction on the elements of each item and gaining additional information as to what the Board would like to see included as part of the budget process for its future consideration. Staff is recommending the Strategic Budget Planning Retreat occur as a Special Board Meeting sometime during the week of February 12th.

VI. FINANCIAL IMPACT AND BUDGET

The recommended actions will have no financial impact.

V. ALTERNATIVES

The Board could choose to direct staff to work without the guidelines the budget calendar provides, or provide alternate timelines for completion of events; the risk to this strategy would be potential delays in the budget process that could lead to non-compliance with State regulations with respect to filing approved budgets.

Attachment: Draft Budget Calendar

Budget Process

OVERVIEW:

The District adheres to the Local Government Budget Act incorporated within Nevada Revised Statutes (NRS) which includes the following major procedures to establish the budgetary data reflected in these financial statements.

Formal budgetary integration in the financial records is employed to enhance management control during the year for all funds requiring budgets. Budgets are adopted for all governmental and proprietary fund types. The governmental fund type budgets are adopted on a modified accrual basis, which is where revenue is recognized when it becomes available and measurable and expenditures are recognized in the period in which the liability is incurred except for inventories, interest and debt service payments. Proprietary-funds type budgets are adopted on an accrual basis, which is the recognition of revenue when earned and expenses when incurred. They are recorded at the end of an accounting period even though cash has not been received or paid. The District can amend or augment the governmental fund budget after following state statutes and public hearing procedures.

The budget plan is approached as two separate processes - operating and capital expenditures - and brought back together and presented as one budget plan. The capital expenditures is the first of the budget process to begin followed by the operating budget process. Departments are required to prepare and submit requests for both the upcoming budget year in addition to preparing a 5-year plan as required by NRS 354.5945.

The capital budget is prepared once a year in conjunction with the operating budget. Each operating area will prepare a 5-year plan that includes all of the projects that they would like to see contained within the capital budget. All planned items shall fall under the following purpose and justification criteria; safety, regulatory, infrastructure, revenue, and service level and rated with a priority level of high, medium, and low.

The capital budget is paid for by using available cash, issuing bonds, grants and donations, or a combination of the aforementioned. The amount of funds available for capital projects shall be determined during the capital and operating budget process.

Funds approved by the Board of Trustees shall be spent only on the items detailed in the Capital Improvement Plan (CIP) budget for each individual CIP project. Expenditures shall be made following the guidelines set forth in NRS 332.039 and 354.5945.

The budget amount of a project may need to be amended from time to time. For those which transfer funds from one CIP project to another, the General Manager can and must approve budget amendments below \$25,000. The Board of Trustees must approve budget amendments above \$25,000. All amendments where the total CIP is increased (i.e. not a net zero transfer between existing projects) must be approved by the Board of Trustees. In order to request an amendment, a memorandum must be drafted and routed through the Director of Finance, Accounting and Information Technology before it can be presented to either the General Manager or the Board of Trustees.

The budget is anticipated to be filed with the Nevada Department of Taxation (DOT) on or before June 1, 2024. The following budget chart gives an overview of the timing of the budget process:

BUDGET CALENDAR

Budget Kickoff Meeting ----- December 19, 2023

Develop planning process for the upcoming budget and funding strategy

First Board of Trustees Meeting of 2024 ----- January 10, 2024

Review 2024/25 budget calendar and timeline including possible direction by the Board of Trustees relating to budget workshops and budget reporting

Budget Workshops (Internal) ----- JAN/FEB

Meet with departments, Tyler Enterprise Budget Module training, major goal setting, and strategic planning

Board of Trustees Special Meeting ----- Week of Feb 12, 2024 (Proposed)

Strategic Budget Planning Retreat

Board of Trustees Special Meeting ----- Week of April 15, 2024 (Proposed)

Recommended Budget Hearings

Board of Trustees Meeting ----- May 8, 2024

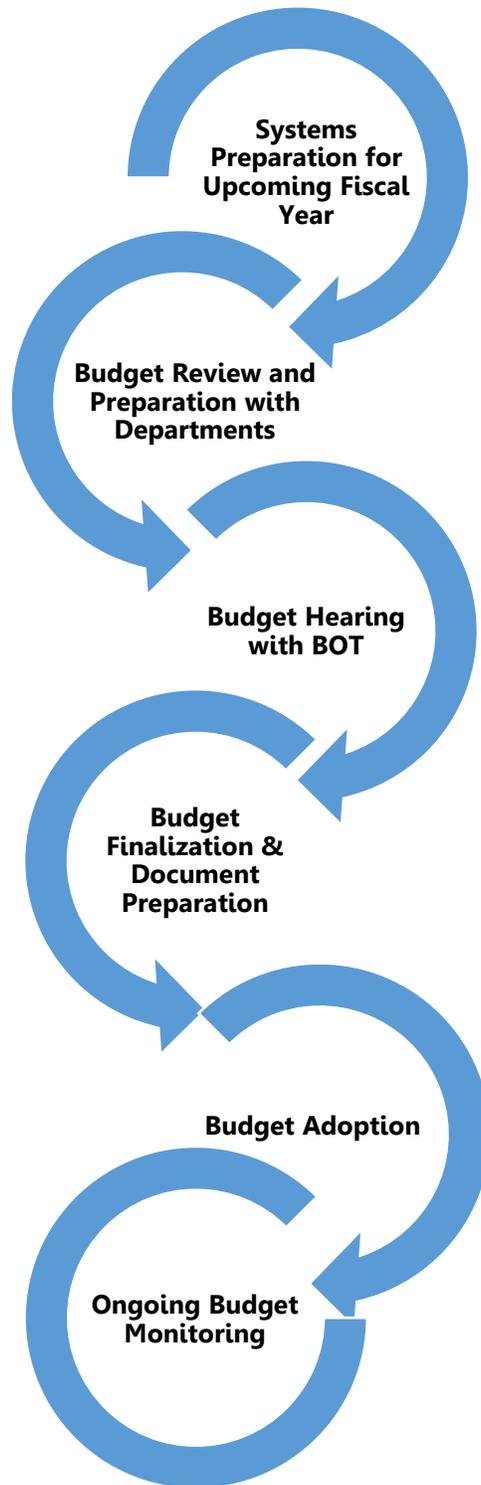
Final Form 4044 Completed

Board of Trustees Meeting ----- May 8, 2024

Tentative Final Budget Adopted

Submit 4044 to Nevada Department of Taxation ----- Prior to June 1, 2024 (Anticipated)

BUDGET FLOW CHART



BUDGET TIMELINE

BUDGET TIMELINE

IVGID- Budget Planning 2024-25	23-Dec	24-Jan	24-Feb	24-Mar	24-Apr	24-May	24-Jun
Finance and Accounting prepare system for budget process	→						
Capital Investment Committee meets to discuss capital budgets		→	→				
Departments prepare 5-year capital plan	→	→	→				
Operating areas input to the budget model		→	→	→	→		
Lock down wages sheet for input			→	→			
Board of Trustees Strategic Budget Planning Retreat - Departmental Capital Budgets			→	→			
Budget meetings and training with department managers		→					
Departments present goals, issues, and budget requests to Finance team		→	→	→			
New and old capital improvement project sheets completed		→	→	→			
Personnel restructure memos are completed		→					
Budget review with General Manager				→			
Board meeting to review Recomend Budget					→		
Draft budget books are presented to the Board of Trustees					→		
Prepare and file Budget with the Nevada Department of Taxation						→	
Prepare final Budget Books to distribute to Board and District Staff							→

MEMORANDUM

TO: Board of Trustees

THROUGH: Mike Bandelin
Interim General Manager

FROM: Bobby Magee
Interim Director of Finance; and,

Erin Feore
Director of Human Resources

SUBJECT: Authorize the Activation of the Vacant District Purchasing and Contract Administrator Position, the Recommendation to Change the Title from Administrator to Manager, and all Necessary Related Funding.

DATE: January 10, 2024

I. RECOMMENDATIONS

That the Board of Trustees make a motion to:

1. Authorize the Activation of the Vacant District Purchasing and Contract Administrator Position; and,
2. Change the Name of the Vacant Position from District Purchasing and Contract Administrator to Purchasing and Contracts Manager; and,
3. Set the Salary Range for the Purchasing and Contracts Manager Position at Grade 33 and,
4. Direct Finance Staff to Add Final Estimated Funding for the Position to the Future 2022-23 Finance Department Budget Augmentation Request; and,
5. Transfer the Public Works Contracts Administrator II position to the Finance Department.

II. DISTRICT STRATEGIC PLAN

This action supports Long Range Principle #3, Finance; *“The District will ensure fiscal responsibility and sustainability of service capacities by maintaining effective financial polices for operating budgets, fund balances, capital improvement and debt management.”*

- *Comply with State and Federal regulations.*
- *Develop and maintain a long term plan to sustain financial resources.*

Authorize the Activation of the Vacant District Purchasing and Contract Administrator Position, along with Necessary Related Funding.

III. **BACKGROUND**

Overview

On August 24th, 2023 the Board of Trustees provided direction to staff on a wide-ranging number of issues related to the backlog of work in the Finance Department. (Item C.3) One of the actions the Board directed staff to take was to continue to evaluate ongoing staffing needs.

As the District has continued to grow, it has become evident that a districtwide, centralized Purchasing and Contracting Manager/Specialist is needed for a number of reasons. Currently, staff in each individual department are responsible for their own procurement processes and ongoing contract management. This includes highly technical purchasing work with subtle nuances such as the development of request for proposals, request for qualifications, and invitation for bid documents. While on the surface these concepts appear straightforward, in reality a uniform process needs to be developed in accordance with NIGP: The Institute for Public Procurement standards and best practices. Creating a districtwide procurement process is recommended in order to best protect the District against bid protests, public procurement errors, procurement legal concerns, and also assists the vendor community with understanding IVGID's needs for its various goods and services. Currently, staff in each department works on these types of items on a limited basis as part of their overall duties instead of having professionals who specialize and focus on these type of activities.

On the contracting side of the recommended position, it has also become evident that the District needs a centralized individual to hold responsibility for the proper administration of all contracts. Under the current process, contracts are located in several locations throughout the District. As part of the Tyler Enterprise (Munis) assessment and related re-engineering of workflow processes, the Finance Department is developing the framework for a centralized repository of all contracts within the Tyler Contracts Management Module. The intent is to ensure contracts are always easy to locate, and to flag items that may be due for a contract amendment, extension, or send goods and services back out for competitive solicitation. In addition, the recommended position would be directly responsible for assuring that all contracts are reviewed for compliance with the District's standards, meaning that one individual is directly responsible for ensuring attachments to contracts are properly documented, properly labeled, and overall make sense to anyone who wishes to read the terms and conditions.

While the position of District Purchasing and Contract Administrator was previously approved by the Board, it was not funded and not included in the 2023-24 budget.

Authorize the Activation of the Vacant District Purchasing and Contract Administrator Position, along with Necessary Related Funding.

The salary range was not included as part of the position when it was created, and staff now recommends changing the name to Purchasing and Contracts Manager with a Grade 33 salary range.

As part of these actions, it is further recommended that the currently-filled position of Public Works Contract Administrator II be moved to the Finance Department.

VI. FINANCIAL IMPACT AND BUDGET

The recommended actions are expected to have a total effect to the overall budget of \$189,260 in fiscal year 2024-25. For the 2023-24 budget, sufficient appropriations currently exist to begin an immediate recruitment; however, absent future budget solutions the Finance Department would have to postpone some of its current activities to remain under budgeted appropriations by the end of the fiscal year. As such, the recommended fiscal action is to direct staff to add this item to the list of previously-approved Finance items that will be brought before the Board in February 2024 for a recommended budget augmentation as part of a public hearing process.

V. ALTERNATIVES

The Board could choose to direct staff to work within existing resources; the risk to this strategy would be continuing to use non-technical experts to assist with highly specialized types of procurements and contracts.

Attachment: Purchasing and Contracts Manager Draft Job Description

**Incline Village General Improvement District
Job Description**

Job Title: Purchasing and Contracts Manager
Job Number: 1114A
Salary Grade: 33
Department: Finance
Reports To: Assistant Director of Finance
FLSA Status: Exempt - Administrative
Prepared By: B. Magee/M. Bandelin/E. Feore
Prepared Date: 12/27/2023
Approved By:
Approved Date:

SUMMARY

Under the general direction of the Assistant Director of Finance, this position plans, organizes, directs and administers the Incline Village General Improvement District's (IVGID) purchasing program; supervises assigned personnel in purchasing and contract administration activities; partners with District management to negotiate and review contracts for Board review and approval.

ESSENTIAL DUTIES AND RESPONSIBILITIES, not necessarily in order of priority, include the following. Assigned job tasks/duties are not limited to the essential functions.

1. Provides excellent customer service to customers and District partners and collaborators.
2. Reviews and administers District purchase orders and contracts, ensuring District compliance with applicable federal, state and local ordinances relative to procurement and contracting.
3. Review and sign bids, Request for Proposals, and Requests for Qualifications on behalf of the District, resolving disputes involving bid, RFP and contract issues.
4. Provide interpretations and advice for other District departments and venues regarding compliance with purchasing and contracting processes, procedures and laws.
5. Receive and review purchase requisitions for accuracy and adherence to state or federal requirements, Special District requirements, and policies and procedures of the Finance Division.
6. Place orders with chosen vendors to ensure the timely, cost efficient acquisition and delivery of required commodities and services.
7. Partnering with applicable personnel, prepare bid documents with terms, conditions and specifications for products or services for publication; advertise requests for bid or requests for proposal to attract likely suppliers; open all bids submitted in a public forum; review and evaluate the merits of each bid in order to make recommendations for preferred suppliers to management.
8. Crafts, evaluates, negotiates and executes a wide variety of contracts covering a range of transactions.
9. Maintains records for correspondence and documentation in relation to established contracts and those in progress. Creates and maintains a contract management system internally to establish workflow related to specific contracts.
8. Develop purchasing and procurement guidelines and standards for use in the administration of purchasing functions and activities.
9. Write reports, recommendations and correspondence to address a variety of issues related to the timely and cost efficient procurement of goods and services for assigned classifications.

10. Partners with District management, legal advisors and, as necessary, members of the Board of Trustees to mitigate common contract management risks, such as financial, legal, and security risks.

10. Evaluate operational performance, review work methods and procedures and develop and implement changes in work processes to enhance efficiency.

11. Maintains a database of all purchasing and professional services contracts to include renewal dates. Evaluates vendor proposals to ensure all requirements are met and maintained.

12. Working closely with the Finance team, ensures financial obligations related to contract and purchasing management is maintained at all times.

QUALIFICATIONS To perform this job successfully, an individual must be qualified to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

Bachelors degree in Business Administration, Accounting, Public Administration or related field required from an accredited college or university and five years of experience performing procurement, preferably in a government agency and five years of demonstrated contraction negotiation and management; or an equivalent combination of training and experience.

COMPREHENSION/COMMUNICATION SKILLS

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence and procedure manuals. Ability to effectively present technical information in a manner easily understood by end users when responding to inquiries from employees, suppliers, the general public and the Board of Trustees. The duties and responsibilities of this position necessitate the use of a District provided cellular phone.

MATHEMATICAL SKILLS

Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

REASONING ABILITY

Ability to define problems, collect data, establish facts, and draw valid conclusions.

CERTIFICATES, LICENSES, REGISTRATIONS Valid Driver's License. It is the employee's responsibility to maintain all required certifications and licenses and to report any changes to the supervisor. CPPB or CPPO preferred but not required.

OTHER SKILLS OR ABILITIES

Excellent organizational, analytical, communication, customer service and problem-solving skills. Must be self-motivated and show a high level of initiative while working and managing a wide spectrum of technologies, applications and projects; ability to establish and maintain good working relationships; ability to remain current on computer technology; to effectively present information to a broad range of user abilities; detail oriented with the ability to handle confidential information and prioritize work to meet schedules and deadlines; ability to deal with changing circumstances in a positive manner; ability to maintain composure when dealing with irate customers

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. In compliance with applicable disability laws, reasonable accommodations may be provided for qualified individuals with a disability who require and request such accommodations. Applicants and incumbents are encouraged to discuss potential accommodations with the employer.

While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel; and talk or hear. The employee is occasionally required to stand; walk; reach with hands and arms; climb or balance; and stoop, kneel, crouch, or crawl. The employee must frequently lift and/or move up to 25 pounds and occasionally lift

and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, and ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to moving mechanical parts, outside weather conditions, and risk of electrical shock. The noise level in the work environment is usually moderate.

I have read and understand this explanation and job description.

Employee Signature: _____

Date: _____

Employee Name: _____

MEMORANDUM

TO: Board of Trustees

THROUGH: Mike Bandelin
Interim General Manager

FROM: Erin Feore, Director of Human Resources;

SUBJECT: Staff update on the District General Manger Recruitment Process. Review and discuss and possibly approve an Employment Contract Template and discuss setting a Special Meeting date for District General Manager interviews

RELATED STRATEGIC PLAN INITIATIVE(S): Long Range Principal #4 – Workforce Comply with applicable Federal, State, County and governmental regulations and all District policies

RELATED DISTRICT POLICY, PRACTICES, RESOLUTIONS or ORDINANCES: N/A

DATE: January 3, 2024

I. RECOMMENDATION

That the Board of Trustees make a motion to:

1. Review, discuss and possibly approve a Draft Template for the District General Manager’s anticipated employment contract
2. Discuss and Propose a Board of Trustees Special Meeting calendar date to conduct the District General Manager candidate’s interviews.

II. BACKGROUND

On August 30, 2023, the Board of Trustees selected the executive search firm of Bob Hall and Associates and authorized the Director of Human Resources and Interim General Manager to engage in services with said agency.

On October 30, 2023, the Director of Human Resources, Interim General Manager and Interim Director of Finance met with the representatives from Bob Hall and Associates to discuss recommended candidates. While it was determined that the proposed selection included well qualified individuals, it was also determined that the diversity of the candidates presented were lacking range. As noted in the verbal report to the Board on December 13, 2023, the bulk of the candidates had lengthy careers in the Public Sector. Understanding the Board's desire to see a greater breadth of knowledge of commercial experience, and that recruiting for executive level positions during the latter months of the year lead us to continue the search with Mr. Hall and his team.

Following our meeting with Bob Hall and Associates on January 8, 2023, we anticipate finalizing the initial candidate list. As such, we are asking the Board of Trustees review and approve the following:

1. Employment Contract Template for General Manager's position
2. Identify and set special meeting date in February for the General Manager candidate interviews.

III. BID RESULTS

Not Applicable

IV. ALTERNATIVES

The Board may propose an alternative recommendation to the Employment Contract proposed and elect to include the General Manager candidate interviews with regularly scheduled meetings.

V. ATTACHMENTS

1. IVGID Employment Agreement – General Manager
2. General Manager Job Description

VI. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

Approval of the General Manager Contract template; and date identified for a special Board of Trustees Meeting to conduct General Manager candidate interviews.

MEMORANDUM

TO: Board of Trustees

THROUGH: Mike Bandelin, Interim General Manager

FROM: Kate Nelson, Interim Public Works Director

SUBJECT: Review, discuss and possibly approve a Professional Services Agreement between Incline Village General Improvement District and HDR Engineering, Inc. for an updated Water and Sewer Rate Study for Fiscal Year 2024 in the amount of \$41,865.00. (Requesting Staff Member: Interim Director of Public Works Kate Nelson)

RELATED STRATEGIC PLAN BUDGET INITIATIVE(S):

LONG RANGE PRINCIPLE #3 - FINANCE

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

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES

Ordinance No. 2 – Sewer Ordinance
Ordinance No. 4 – Water Ordinance

DATE: January 10, 2024

I. RECOMMENDATION

That the Board of Trustees make a motion to approve;

A Professional Services Agreement between Incline Village General Improvement District and HDR Engineering, Inc. for an updated Water and Sewer Rate Study for Fiscal Year 2024 in the amount of \$41,865.00.

II. BACKGROUND

The District provides water and sewer utility services through its Utility Fund (Fund 200). Revenues supporting the District's Utility Fund consist primarily of charges for services collected from utility customers through water and sewer rates established annually by the Board of Trustees.

A prior Utility Rate Study was completed in June 2023 and year 1 of the 5-year proposed rate increases were passed by the Board of Trustees on June 14, 2023 with an effective date of June 19, 2023. The purpose of this work is to provide staff with an update to the previously completed Utility Rate Study to ensure that current and future operating, capital expenses, and reserves remain adequately funded. Current staff were not immediately involved in the prior rate study and are requesting HDR perform the study again this year.

III. BID RESULTS

In 2021, an RFP for professional services was solicited. After a review of proposals from qualified firms, the Board of Trustees awarded the contract to HDR Engineering to perform the rate study on September 2, 2021.

IV. FINANCIAL IMPACT AND BUDGET

The rate study sets forth the appropriate rates for water and sewer service to meet revenue and expense requirements and to achieve the appropriate fund balance and working capital. Any resulting rate updates are intended to maintain the current rate structure and are necessary to fund the current and future operating, capital expenses, and reserves.

Because the two previous rate studies returned similar results for the cost of service analysis, this year's proposal by HDR Engineering has provided the cost of service analysis as an optional task. Given this, it is staff's recommendation to not perform a cost of service analysis for the 2024 rate study update and adopt rates based on the prospective results of the 2024 revenue requirement analysis and the cost of service results from the 2023 rate study.

V. ALTERNATIVES

Not approve the update to the rate study and continue with the currently adopted rates.

VI. COMMENTS

The proposed agreement between the District and HDR Engineering Inc. has been reviewed by District Legal Counsel.

VII. BUSINESS IMPACT/BENEFIT

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

VIII. ATTACHMENTS

1. HDR Agreement - 2024 Utilities Rate Study

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

That the Board of Trustees review and approve a professional services agreement with HDR Engineering, Inc. to conduct the Fiscal Year 2024 Update to the Utility Rate Study for provision of water and sewer services, opting not to perform a cost of service analysis.

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into as of **January 2nd, 2023** by and between the Incline Village General Improvement District, a Nevada general improvement district (“District”) and **HDR Engineering, Inc.**, a foreign corporation with its principal place of business at 1917 S. 67th St., Omaha, NE 68106 (“Consultant”). The District and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 District. District is a general improvement district organized under the laws of the State of Nevada, with power to contract for services necessary to achieve its purpose.

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional Engineering services to public clients, is licensed in the State of Nevada, and is familiar with the plans of District.

2.3 Project. District desires to engage Consultant to render professional services for the completion of an updated water and sewer rate study (“Project”).

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District, all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply a current water and wastewater rate study (“Services”). The types of services to be provided are more particularly described in Exhibit A, Scope of Services, attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with this Agreement and all applicable local, state and federal laws, rules and regulations. As described in Section 3.3, the District shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit B.

3.1.2 Term. The term of this Agreement shall be from January 15, 2024 to August 1, 2024, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement and such directions and amendments from District as herein provided. The District retains Consultant on an independent contractor basis and not as an employee. No employee or agent of Consultant shall become an employee of District. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the District to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the District's approval.

3.2.4 Substitution of Key Personnel. Consultant has represented to the District that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence subject to the District's written approval. In the event that the District and Consultant cannot agree as to the substitution of key personnel, the District shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the District, or who are determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the District. The key personnel for performance of this Agreement are as follows: Shawn Koorn.

3.2.5 District's Representative. The District hereby designates Diana Robb, or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). The District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the District's Representative or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Shawn Koorn, or his designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible

for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with the District staff in the performance of Services and shall be available to the District's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of Nevada. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a Washoe County Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. If required, Consultant shall assist District, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies. Consultant shall be liable for all violations of local, state and federal laws, rules and regulations in connection with the Project and the Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold the District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 Insurance.

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

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

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

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

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

(A) Commercial General Liability. The commercial general liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(B) Automobile Liability. The automobile liability policy shall be endorsed to provide the following: (1) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way; and (3) the insurance coverage shall contain or be endorsed to provide waiver of subrogation in favor of the District, its directors, officials, officers, employees, agents and volunteers or shall specifically allow Consultant to waive its right of recovery prior to a loss. Consultant hereby waives its own right of recovery against District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(C) Industrial (Workers' Compensation and Employers Liability) Insurance. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, materially modified, or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

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

3.2.10.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District.

3.2.10.6 Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Nevada and with an "A.M. Best" rating of not less than A-VII. The District in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

3.2.10.7 Verification of Coverage. Consultant shall furnish the District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District

reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.8 Subconsultants. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the District that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the District as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, District may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

3.2.10.9 Compliance with Coverage Requirements. If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, District may terminate this Agreement for cause.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement in accordance with the Schedule of Charges set forth in Exhibit B, attached hereto and incorporated herein by reference. The total compensation to be provided under this Agreement shall not exceed **Forty-One Thousand Eight Hundred Sixty-Five Dollars (\$41,865.00)** without written approval of District's Director of Public Works. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to District a monthly itemized invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services and supplies provided since the initial commencement date of Services under this Agreement, and since the start of the subsequent billing periods, through the date of the invoice. Invoices shall be sent to invoices@ivgid.org with a copy to rlr@ivgid.org . Consultant shall include a Project Task Tracking Sheet with each invoice submitted. District shall, within forty-five (45) days of receiving such invoice and Project Task Tracking Sheet, review the invoice and pay all approved charges thereon.

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

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

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

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

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

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

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

District

Incline Village General Improvement
District
893 Southwood Blvd.
Incline Village, NV 89451
Attn: Kate Nelson, P. E.

Consultant

HDR Engineering
2365 Iron Point Road, Suite 300
Folsom, CA 95630
Attn: Holly Kennedy

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

3.5.3 Ownership of Materials and Confidentiality.

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

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

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

3.5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

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

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

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

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

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement; provided, however, that any delays in, or failure of, performance of any Party to this Agreement shall not constitute default hereunder, or give rise to any claim for damages, if and to the extent it is caused by occurrences beyond the control of the affected Party.

3.5.10 District's Right to Employ Other Consultants. The District reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.5.14 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to the District include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.15 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.16 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.17 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.18 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.22 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.23 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.24 Limitation of Liability. The District does not and will not waive and expressly reserves all available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes. Contract liability of both parties shall not be subject to punitive damages.

3.5.25 Non-Appropriations. The District may terminate this Agreement, effective immediately upon receipt of written notice on any date specified if for any reason the District's funding source is not appropriated or is withdrawn, limited, or impaired.

3.5.26 Compliance with Laws. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services. Consultant shall not discriminate against any person on the grounds of race, color, creed, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin or any other status protected under any applicable law. Consultant is not currently engaged in, and during the duration of the Agreement shall not engage in, a Boycott of Israel. The term "Boycott of Israel" has the meaning ascribed to that term in NRS 332.065. Consultant shall be responsible for all fines, penalties, and repayment of any State of Nevada or federal funds (including those that the District pays, becomes liable to pay, or becomes liable to repay) that may arise as a direct result of the Consultant's non-compliance with this subsection.

3.5.27 Prohibited Interests. Consultant warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.28 Whistleblower Provisions. This Agreement is not intended to and will not preclude Consultant's employees from exercising available rights under the District's Whistleblower Policy and associated procedures for reporting suspected misconduct, as that term is defined in the Whistleblower Policy. All reports of suspected misconduct will be handled by the District in accordance with the Whistleblower Policy.

3.5.29 Limitation of Liability. The District does not and will not waive, and expressly reserves, all available defenses and limitations contained in Chapter 41 of the Nevada Revised Statutes.

DISTRICT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE

RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO DISTRICT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES AND COURT COSTS) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, INDEMNITY, STRICT LIABILITY, BREACH OF CONTRACT, TORT OR OTHER RECOVERY. THIS LIMITATION WILL NOT APPLY TO (1) THIRD PARTY CLAIMS SUBJECT TO SECTION 3.5.6 AND (2) THE EXTENT TO WHICH ANY LOSSES ARE CAUSED BY A PARTY'S FRAUD OR WILLFUL MISCONDUCT.

Neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and/or cost of capital) arising out of, resulting from, or in any way related to the Project, the work or this Agreement from any cause or causes, including but not limited to any such damages caused by negligence, errors or omissions, strict liability or breach of contract.

3.5.30 Reasonable Reliance. Consultant will have the right to reasonably rely on all information, documents or other materials furnished by or on behalf of District in respect of the Project or the Services.

[Signatures on Following Page]

**SIGNATURE PAGE
TO
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
PROFESSIONAL SERVICES AGREEMENT**

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

By: _____
Kate Nelson, P. E.
Interim Director of Public Works

Date

Reviewed as to Form:

Joshua Nelson
District General Counsel

Date

**CONTRACTOR:
HDR Engineering, Inc.
Agreed to:**

By:  _____
Signature of Authorized Agent

Holly Kennedy, Senior Vice President
Print or Type Name and Title

January 2nd 2024
Date

PROFESSIONAL SERVICES AGREEMENT

EXHIBIT A

SCOPE OF SERVICES

SCOPE OF SERVICES

Task 1 - Initial Project Kick-Off Meeting

Task Objective: Bring the HDR project team and IVGID management and staff together at the start of the project to make sure that the parties have a mutual understanding of the goals, objectives, issues, and concerns related to the water and sewer rate study update.

Task Approach:

- Schedule an initial project meeting

Expected IVGID Staff Support:

- Have key management/project team members attend a virtual two-hour kick-off meeting
- Confirm IVGID's goals and objectives for the study
- Review and provide background and updates on IVGID's financial policies, financial background, Utilities Management Review and Asset Management Assessment, and Master/Capital Plans

Deliverables:

- Kick-off meeting agenda outlining the study objectives, tasks, and schedule
- Meeting to get the study off to a positive start

Key Issues Associated with Task 1:

The initial project meeting is important to the overall success of the study as it provides a key foundation for the rate study process (project team coordination). This meeting allows both parties to discuss in detail the overall goals and objectives for the water and sewer rate study update, the approach, schedule, and at the same time discuss issues and concerns that either party may have. It is proposed that the initial project meeting be held virtually for approximately two hours in length.

Task 2 - Written Data Request

Task Objective: Provide a written data request outlining the data and information required to develop the technical analysis to complete the study.

Task Approach:

- Develop a written data request, segregated by utility, and provided to IVGID electronically
- Identify and resolve outstanding data constraints or data issues

Expected IVGID Staff Support:

- Gather the data requested in the written data request provided by HDR
- Discuss data constraints or outstanding data needs with HDR

Deliverables:

- An initial written data request to IVGID provided electronically and identification of data constraints
- Documentation of data received and provide IVGID with a listing of outstanding data needs

Key Issues Associated with Task 2:

HDR will provide a written data request to IVGID prior to the initial project meeting so that it can be discussed at the meeting and questions on the data needs resolved. The data and information requested for this study should be, for the most part, readily available information (e.g., financial, statistical, customer) as was provided for the recent studies. HDR will review the data and information and will provide IVGID with documentation of the data received along with further questions, clarifications, or outstanding data needs.

Task 3 - Revenue Requirement Analysis (Water and Sewer)

Task Objective: Using a generally accepted rate-setting methodology, develop a revenue requirement analysis for each utility for a projected 10-year period, with a focus on the first 5 years. The revenue requirement analysis will establish the cost-based ‘level’ of revenue to be collected from rates (O&M and capital). Using IVGID’s capital improvement plans (CIPs), a capital funding plan will be developed to provide adequate funds available for capital projects while attempting to reduce overall rate impacts. If necessary, a plan to transition rates to cost-based levels will be developed. The analysis will also examine key financial performance indicators such as debt service coverage and reserve levels.

Task Approach:

- Utilize the current budget for each utility and a “cash basis” methodology to accumulate costs
- Develop a financial/rate model to project revenues and expenditures (operating and capital costs) for a 10-year period with the focus on the next 5-year period
- Develop a capital funding plan for IVGID’s water and sewer CIP and evaluate the financial/rate impacts of different CIP funding sources. Incorporate into the capital funding plan a consistent annual funding source for renewal and replacement capital projects
- Utilize IVGID’s financial policies and financial planning criteria (e.g., reserves, DSC)
- If needed, develop a rate transition plan to smoothly adjust the overall levels of rate revenues

Expected IVGID Staff Support:

- Provide as-needed assistance to clarify IVGID’s data and information
- Provide as-needed data refinements or additional data
- Attend a two- to three-hour virtual meeting to review the draft revenue requirement analysis
- Provide input for up to two alternative scenarios to be reviewed (developed)

Deliverables:

- A water and sewer revenue requirement analysis for a projected 10-year period, with the focus on the first 5 years, that considers the necessary operating and capital needs of each utility
- A capital financing plan within the revenue requirement analysis, utilizing IVGID's CIPs which attempts to increase capital expenditures while decreasing the rate impacts to customers over time
- As needed, a rate transition plan to "phase in" needed rate adjustments
- Recommendations regarding key financial indicators (e.g., debt service coverage, capital funding/replacement through rates, reserve levels)
- Up to two alternative revenue requirement scenarios will be evaluated
- One two- to three-hour virtual project meeting to review draft results of the revenue requirements

Key Issues Associated with Task 3:

The revenue requirement analysis is the first major analytical portion of the comprehensive rate study process. This task considers the prudent and proper funding for O&M and capital expenditures and evaluates the need for rate adjustments over the selected time period. The various analytical steps are described below.

TIME PERIOD—The financial model and revenue requirement analysis for each utility will be developed for a 10-year projected time period, with a focus on the first 5 years.

REVENUE REQUIREMENT METHODOLOGY—A cash basis methodology will be used for each utility. This is the methodology used in the recent rate study and the common methodology used by municipal utilities. The cash basis methodology sums each utility's operating and maintenance expenses, taxes and transfers, rate funded capital, and annual debt service to determine the total revenue requirement. The total revenue requirement, minus miscellaneous revenues, produces the balance of funds required from rates.

ACCUMULATION OF REVENUES AND EXPENSES—Revenue requirements are composed of two major types of expenses or costs: operating costs and capital costs. Operating costs are generally projected from historical or budgeted costs, using escalation factors for future costs, and adjusted for known changes in operations (e.g., changes in levels of service/personnel, operating costs, growth/expansion). HDR will begin with IVGID's current adopted water and sewer budget and project costs into the future using escalation factors for the various types of costs that IVGID incurs (e.g., labor, benefits, electricity, chemicals). Operating costs will also be analyzed and adjusted for changes in service levels or customer growth as identified by IVGID staff.

The starting point for projecting capital expenditures will be IVGID's recent capital improvement plans for each utility. In the financial planning process, consideration must be given to increasing the capital improvement expenditures, while attempting to decrease rate impacts to the utility's customers. The capital (improvement) funding plan is developed on a year-by-year basis for the projected 10-year period. The capital projects are listed by year with the estimated (planned) outside funding sources for each project. The balance of projects not funded by the available sources of funds must be financed from a combination of long-term debt and rates (or deferred). It is the balancing of the use of long-term debt to the impact upon rates

that is critical to the analysis. The above framework provides the proper approach to evaluate the financial/rate implications of the planned capital improvements. HDR will work closely with IVGID to evaluate the current levels of funding for replacement capital and develop a long-term plan to increase funding to appropriate and adequate levels.

FINANCIAL PLANNING CRITERIA—HDR will develop the revenue requirement analysis to be consistent with IVGID’s financial policies, current rate (bond) covenants, and industry customary practices. HDR will use financial targets based on either IVGID’s current written policies, or absent clear policy direction, industry customary practices.

SUMMARIZE THE RESULTS AND DEVELOP RATE TRANSITION PLAN—The revenue requirement analysis is designed to provide an understanding of the total costs to operate each utility from year to year. While the analysis is very detailed, an important step is to summarize those results and findings into an easy-to-understand format. HDR will develop summary tables for the revenue requirement analysis that should provide easy-to-understand findings and results.

Another important element of the study is the potential need for a rate transition plan. The recent study developed a rate transition plan. This study will develop an updated rate transition plan to adjust water and sewer rates over time, given the funding requirements and constraints of the analysis.

INTERNAL REVIEW MEETING(S)—As the study progresses, HDR will meet with IVGID project team to review the draft results of the revenue requirement analysis. The objective of the internal review meeting is to provide IVGID with an understanding of the overall methodology, while reviewing the various key inputs and assumptions of the analysis. In this way, IVGID staff will clearly understand the approach and methodology used by HDR to develop the analysis and gain IVGID staff confirmation of the key inputs and assumptions. Based on input from IVGID project team, the revenue requirements will be finalized. As noted, the review meeting(s) will be virtual meetings.

Task 4 – Not Applicable

Task 5 - Development of the Water and Sewer Rate Designs

Task Objective: Utilize the cost information developed as a part of the previous task(s) to develop water and sewer rate design alternatives, for a multi-year period. As appropriate, develop rate structure alternatives to address IVGID’s rate design goals and objectives, while providing rates that recover the cost of providing service. Develop bill comparisons for each rate design to demonstrate the potential bill impacts from a change in a rate structure or the level of the rates.

Task Approach:

- Utilize the results of the water and sewer revenue requirement analysis and cost of service analysis, if completed, to establish the overall level of revenue adjustments to IVGID’s water and sewer rates
- Review IVGID’s rate design goals and objectives (e.g., revenue stability, ease of administration, ease of customer understanding, conservation/efficient use, encourage economic development)

- Review IVGID’s existing water and sewer rate structures and discuss with IVGID potential alternatives
- Develop up to two water and sewer rate design alternatives that meet IVGID’s objectives and are cost-based and equitable. Rates should be developed for a multi-year period (e.g., 2-5 years).
- Develop customer bill comparisons for each alternative to demonstrate the potential bill impacts at varying levels of usage

Expected IVGID Staff Support:

- Discuss IVGID’s rate design goals and objectives and discuss potential rate structure alternatives
- Review rate designs for appropriateness, provide direction for preferred alternatives
- Confirm that rate design alternatives are compatible with the IVGID’s current billing system

Deliverables:

- Review of IVGID’s current water and sewer rates and development of up to two alternative structures for consideration
- Development of proposed water and sewer rates for a multi-year period (2-5 years)
- Collaborate with IVGID staff on the compatibility of rate design alternatives with the IVGID current billing system
- Bill comparisons and graphs for the developed rate design alternatives

Key Issues Associated with Task 5:

The development of proposed water and sewer rate designs is the final analytical task of the comprehensive rate study process. This task will result in up to two rate structure alternatives for consideration by IVGID. For each rate structure alternative, HDR will provide bill comparisons to demonstrate the bill impacts to customers at various levels of consumptive use. Each rate design will be discussed with IVGID staff to review the compatibility with the current billing system.

At the conclusion of this task, HDR will provide a recommendation on the water and sewer rate structures and recommended rates for adoption. The proposed water and sewer rates will be developed for a multi-year period (e.g., 2-5 years).

Task 6 - Written Report

Task Objective: Provide a written report to summarize the findings, conclusions, and recommendations of the water and sewer rate study.

Task Approach:

- Develop an electronic draft water and sewer report for review and comment by IVGID
- Incorporate changes or comments from the draft report into the final report
- Provide a Microsoft Word and Adobe PDF copy of the draft and final report

Expected IVGID Staff Support:

- Review and comment on the draft water and sewer report

Deliverables:

- A draft and final water and sewer report in electronic format (e.g., Word, PDF)

Key Issues Associated with Task 6:

At the completion of the technical analysis, HDR will develop a draft report. HDR's written reports are intended to be comprehensive in nature and document the activities undertaken as a part of the project, along with our findings, conclusions, and recommendations. Attached to the report will be the exhibits developed as a part of the study (revenue requirements, cost of service, and rate design). IVGID will review the draft report and provide comments/corrections to HDR. Based upon IVGID feedback, HDR will develop the final water and sewer report.

Task 7 - Public Presentations

Task Objective: Provide effective public presentations (assumes up to four meetings) of the findings, conclusions, and recommendations of the rate study to IVGID Board of Trustees and the public (ratepayers).

Task Approach:

- Develop the presentation materials of the water and sewer rate study
- HDR's project manager, Shawn Koorn, and/or Josiah Close will attend the public meetings/presentations

Expected IVGID Staff Support:

- Review and comment on the proposed handouts for the public meetings

Deliverables:

- Up to four public presentations to present the finding, conclusions, and recommendations of the rate study

Key Issues Associated with Task 7:

To effectively communicate the results of the study, HDR recommends at least two public meetings. This includes a presentation on the results of the study and the public hearing to establish the final rates. Given past presentations to the Board, HDR has included up to two additional presentations to the Board. HDR will prepare handouts and Shawn Koorn, HDR's project manager, and/or Josiah Close will be present to provide the presentations. Should additional public meetings or presentations be required, they will be provided on a time and material basis.

Task 8 - Rate Models

Task Objective: Develop spreadsheet financial/rate models to conduct the study. The water and sewer models will be developed in Microsoft Excel and be non-proprietary. At the conclusion of the study, the models developed as a part of this study will be provided to IVGID for their use.

Task Approach:

- Develop a 10-year financial/rate model for the study using Microsoft Excel.
- Develop the model specifically for IVGID, utilizing their chart of accounts and specific facility information

Expected IVGID Staff Support:

- Review with HDR the requested features of the model

Deliverables:

- A copy of the computer spreadsheet model(s) used to develop IVGID’s rate study

Key Issues Associated with Task 8:

HDR will develop financial/rate models for IVGID’s water and sewer rate studies based on Microsoft Excel. The model will be specifically developed for IVGID’s utilities. Our financial/rate models are designed and intended to be technically sophisticated, yet easy to use and update. At the conclusion of the study, HDR will provide the models to IVGID.

Task 9 - Project Administration/Quality Assurance/Quality Control (QA/QC)

Task Objective: Provide effective project management and administration of the study. Provide QA/QC review and evaluation of the study and technical analyses.

Task Approach:

- Project manager is responsible for project administration and technical analyses
- HDR QA/QC procedures and documentation will be used. HDR project manager is responsible for meeting and fulfilling QC requirements

Expected IVGID Staff Support:

IVGID’s project manager work closely with HDR’s project manager to coordinate the study schedule and budget

Deliverables:

- Project administration – HDR project manager provides updates to IVGID’s project manager on the status of the study through monthly progress reports
- QA/QC review process provided for the study and technical analyses

Key Issues Associated with Task 9:

HDR’s project manager is responsible for the overall quality of the study and meeting the expectations of our clients. Our successful projects are accomplished through our project manager’s close coordination and communication with clients’ project managers. Finally, HDR

has a specific and detailed QA/QC process for our projects. This study will be reviewed using HDR's company-wide QA/QC Program. The QA/QC processes and reviews are internally documented.

Project Time Schedule

Generally, comprehensive water and sewer rate study of this complexity requires 3 to 6 months to complete. HDR will collaborate with IVGID and develop a final schedule for the development of the proposed water and sewer rates.

PROFESSIONAL SERVICES AGREEMENT

EXHIBIT B

COMPENSATION

Consultant's Rate Schedule

INDIVIDUAL	PROJECT ROLE	HOURLY RATE
Kevin Calderwood	Principal-in-Charge	\$335.00
Shawn Koorn	Project Manager	\$325.00
Josiah Close	Asst. PM/Task Lead	\$190.00
Tom Hoffman	Engineering Assistance	\$185.00
Kevin Lorentzen	QA/QC	\$250.00
Support Staff	Admin/Accounting	\$140.00

The billing rates shown above cover payroll cost, employee benefits and HDR overhead and profit.

Expenses:

In-House Expenses

Vehicle Mileage Current Federal Travel Regulation (FTR)
Black/white photocopies (per copy) \$0.05 to \$0.09
Color Copies (per copy) \$0.15 to \$0.30
No markup on expenses. Other direct expenses (e.g., parking, mileage, airfare) will be billed at cost.

Estimated Project Fee Breakdown

The estimated fees have been broken down by tasks identified in the scope of services, and include the hourly rates by team member, as well as other direct costs (expenses) anticipated for the water and sewer rate study. Provided on the following page is a summary of the estimated project fees for the scope of services developed for IVGID.

TASK #	TASK DESCRIPTION	TOTAL
1	Initial project kick-off meeting	\$1,220
2	Written data request	\$760
3	Revenue Requirement analysis (water and sewer)	\$10,200
4	OPTIONAL Cost of Service analysis (water and sewer)	Not included.
5	Development of water and sewer rate designs	\$6,250
6	Written report	\$5,340
7	Public meetings/presentations	\$9,450
8	Rate Models	\$0
9	Project Administration / Quality Control	\$5,170
Total Labor		\$38,390
Plus Anticipated Expenses		3,475
Total Labor and Expense Cost Estimate		\$41,865

MEMORANDUM

TO: Board of Trustees

FROM: Sara Schmitz, Chair

SUBJECT: Review, discuss and possibly approve the contract with Best Best and Krieger LLP for legal services for the period of January 1, 2024 through December 31, 2026

DATE: January 1, 2024

Recommendation:

The board makes a motion to approve the contract with Best Best and Krieger LLP from January 1, 2024 through December 31, 2026 with Sergio Rudin serving as the District's General Counsel.

Background:

The District's contract for legal services with Best Best and Krieger LLP (BBK) expired on December 31, 2023. Josh Nelson, of BBK, has been the District's General Counsel since mid-2020. In late 2023, Mr. Nelson began transitioning the role of General Counsel to Sergio Rudin.

The board has discussed the possibility of issuing a Request for Proposal (RFP) for legal services, however the Interim General Manager has requested the board delay this action until the board hires a General Manager. Should the board move forward with an RFP and opt for retaining a different firm, Section 3.11 of the contract contains a 30-day termination clause.

The contract contains changes related to billing rates and changed from a flat rate for District meetings to billing at the hourly rate. The changes to the contract are to be provided by Mr. Rudin for the board's review and discussion.

Attachments:

DRAFT BBK contract
BBK modifications to rates

**AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES
BETWEEN
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
AND
BEST BEST & KRIEGER LLP**

1. PARTIES AND DATE.

This Agreement is made and entered into as of the 10th day of January, 2024, by and between the Incline Village General Improvement District (“Client”) and Best Best & Krieger LLP, a limited liability partnership engaged in the practice of law (“BB&K”).

2. RECITALS.

2.1 Client wishes to engage the services of BB&K as its General Counsel to perform all requested legal services for the Client on the terms set forth below.

3. TERMS.

3.1 Term. The term of this Agreement shall commence on January 1, 2024 and shall expire on December 31, 2026 unless earlier terminated in accordance with Section 3.3, 3.6 or 3.12.

3.2 Scope of Services. BB&K shall serve as General Counsel and shall perform legal services (“Services”) as may be required from time to time by the Client as set forth by this Agreement, unless otherwise agreed to by the Client and BB&K. Pursuant to Resolution No. 1898 section IV.F, and Nevada Rules of Professional Conduct, Rule 1.13, Client’s Board of Trustees is the highest authority of Client and holds ultimate decision-making regarding the Services. The Board Chair shall coordinate the Services. As part of the Services to be performed hereunder, BB&K shall be responsible for the following:

3.2.1 Preparation for, and attendance at, public Board of Trustees meetings;

3.2.2 Provision of legal counsel at such other meetings as directed by the Client;

3.2.3 Preparation or review of Client ordinances and resolutions, together with such staff reports, orders, agreements, forms, notices, declarations, certificates, deeds, leases and other documents as requested by the Client;

3.2.4 Rendering to the officers and employees of the Client legal advice and opinions on all legal matters affecting the Client, including new legislation and court decisions, as directed by the Client;

3.2.5 Researching and interpreting laws, court decisions and other legal authorities in order to prepare legal opinions and to advise the Client on legal matters pertaining to Client operations, as directed by the Client;

3.2.6 Performing legal work pertaining to property acquisition, property disposal, public improvements, public rights-of-way and easements, as directed by the Client;

3.2.7 Responding to inquiries and review for legal sufficiency ordinances, resolutions, contracts, and administrative and personnel matters, as directed by the Client;

3.2.8 Representing and assisting on litigation matters, as directed by the Client. Such services shall include, but shall not be limited to, the preparation for and making of appearances, including preparing pleadings and petitions, making oral presentations, and preparing answers, briefs or other documents on behalf of the Client, and any officer or employee of the Client, in all federal and state courts of this State, and alternative dispute resolution officer, and before any governmental board or commission, including reviewing, defending or assisting any insurer of the Client or its agents or attorneys with respect to any lawsuit filed against the Client or any officer or employee thereof, for money or damages. Client understands and agrees that BB&K does not currently have a Nevada office. As such, all litigation matters will require local co-counsel per applicable requirements.

3.3 Designated General Counsel. Sergio Rudin shall be designated as General Counsel, and shall be responsible for the performance of all Services under this Agreement, including the supervision of Services performed by other members of BB&K. No change in these assignments shall be made without the consent of the Board of Trustees. If, during the term of this Agreement, BB&K no longer has any Nevada counsel employed with the firm, the Client shall have the right to terminate this Agreement immediately notifying BB&K in writing so that the Client can hire replacement counsel. This termination provision shall supersede the time requirement for termination as set forth in Paragraph 3.12 of this Agreement.

3.4 Time of Performance. The Services of BB&K shall be performed expeditiously in the time frames and as directed by the Client.

3.5 Assistance. The Client agrees to provide all available information and documents reasonably necessary for the attorneys at BB&K to perform their obligations under this Agreement.

3.6 Independent Contractor. BB&K shall perform all legal services required under this Agreement as an independent contractor of the Client and shall remain, at all times as to the Client, a wholly independent contractor with only such obligations as are required under this Agreement. Neither the Client, nor any of its employees, shall have any control over the manner, mode or means by which BB&K, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. The Client shall have no voice in the selection, discharge, supervision or control of BB&K's employees, representatives or agents, or in fixing their number, compensation, or hours of service. It is agreed and understood by the parties hereto that a specific inducement to the Client to enter into this Agreement is that attorney Sergio Rudin will be personally involved in the representation of the Client and the delivery of services under this Agreement. If at any time, Mr. Rudin becomes substantially unavailable for any reason, the Client may terminate this Agreement immediately by notifying BB&K in writing so that the Client can hire replacement counsel. This termination provision shall supersede the time requirement for termination as set forth in Paragraph 3.12 of this Agreement.

3.7 Fees and Costs. BB&K shall render and bill for legal services in the following categories and at rates set forth in Exhibit "A" and in accordance with the BB&K Billing Policies set forth in Exhibit "B", both of which are attached hereto and incorporated herein by reference. In addition, the Client shall reimburse BB&K for reasonable and necessary expenses incurred by

it in the performance of the Services under this Agreement. Authorized reimbursable expenses shall include, but are not limited to, printing and copying expenses, mileage expenses at the rate allowed by the Internal Revenue Service, toll road expenses, long distance telephone and facsimile tolls, computerized research time (e.g. Lexis or Westlaw), research services performed by BB&K's library staff, extraordinary mail or delivery costs (e.g. courier, overnight and express delivery), court fees and similar costs relating to the Services that are generally chargeable to a client. However, no separate charge shall be made by BB&K for secretarial or word processing services. Additionally, BB&K shall not charge for both mileage expenses at the rate allowed by the Internal Revenue Service *and* the time of the attorney for traveling those miles. For purposes of calculating mileage expense, BB&K shall use IVGID headquarters as the origin of all travel related to IVGID work.

3.8 Billing. BB&K shall submit monthly to the Client a detailed statement of account for Services. Invoices shall be sent to invoices@ivgid.org with a copy to the Board Chair. Except as otherwise may be provided by Client policies approved by the Board of Trustees, the Board Chair shall review BB&K's monthly statements and approve the payment to BB&K for Services rendered and costs incurred, as provided for in this Agreement, on a monthly basis.

3.9 Insurance. BB&K carries errors and omissions insurance with Lloyd's of London. A separate schedule containing BB&K's insurance policies will be available for inspection upon Client's request.

3.10 Attorney-Client Privilege. Confidential communication between the Client and BB&K shall be covered by the attorney-client privilege. As used in this article, "confidential communication" means information transmitted between the Client and BB&K in the course of the relationship covered by this Agreement and in confidence by a means that, so far as the Client is aware, discloses the information to no third persons other than those who are present to further the interests of the Client in the consultation or those to whom disclosure is reasonably necessary for the transmission of the information or the accomplishment of the purpose for which BB&K is consulted, and includes any legal opinion formed and advice given by BB&K in the course of this relationship. Subject to applicable Nevada law, the Board of Trustees shall be the holder of the attorney-client privilege, and unless otherwise required by law or ethical requirements, no confidential communications shall be disclosed to a third party without the consent of the Board of Trustees.

3.11 Termination of Agreement and Legal Services. This Agreement and the Services rendered under it may be terminated at any time upon thirty (30) days' prior written notice from either party, with or without cause. In the event of such termination, BB&K shall be paid for all Services authorized by the Client and performed up through and including the effective date of termination. BB&K shall also be reimbursed for all costs associated with transitioning any files or other data or documents to a new law firm or returning them to the Client. BB&K shall retain the Client's file for seven years or other applicable time period.

3.12 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.13 Governing Law. This Agreement shall be governed by the laws of the State of

Nevada.

3.14 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.

3.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

3.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.18 Delivery of Notices. All notices permitted or required under this Agreement notices shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Client: Incline Village General Improvement District
 893 Southwood Blvd.
 Incline Village, NV 89451
 Attention: District General
 Manager

BB&K: Best Best & Krieger LLP
 500 Capitol Mall, Suite 1700
 Sacramento, CA 95814
 Attention: Sergio Rudin

IN WITNESS WHEREOF, the Client and BB&K have executed this Agreement for General Counsel Legal Services as of the date first written above.

(signatures contained on following page)

**SIGNATURE PAGE TO
AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES
BETWEEN
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
AND
BEST BEST & KRIEGER LLP**

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

By: _____
Sara Schmitz
Board Chair

Date: _____

BEST BEST & KRIEGER LLP

By: _____
Sergio Rudin
Partner

Date: _____

**EXHIBIT “A”
TO
AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES
BETWEEN
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
AND
BEST BEST & KRIEGER LLP**

1. Basic Legal Services - Description. Basic legal services shall include all services provided to Client that are not otherwise specifically identified below as Special Legal Services (“Basic Legal Services”).

2. Basic Legal Services – Rates. The Client shall pay for Basic Legal Services at the following hourly rates:

Attorneys	\$285
Paralegals	\$175
Law Clerks	\$175
Litigation Analysts	\$175
Muni Analysts	\$175

3. Special Legal Services - Description. Special Legal Services shall include the following types of services:

A. Litigation and formal administrative or other adjudicatory hearing matters. For clarity, initiation and/or defense of litigation requires specific approval of the IVGID Board of Trustees. BB&K shall provide immediate notice to IVGID, in writing, of any litigation relating to IVGID which requires initiation or defense and make all reasonable efforts to allow time for IVGID to call a Special Meeting of the Trustees, if one is not regularly scheduled, so that proper authorization may be obtained from the Board of Trustees. Such reasonable efforts may include, but are not limited to, requesting an extension of time to file pleadings from opposing counsel or the opposing party.

B. Other matters mutually agreed upon between BBK and the Client and designated in writing from time to time as Special Legal Services.

4. Special Legal Services – Rates. The Client shall pay for Special Legal Services at the following hourly rates:

Attorney	\$320
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Paralegals	\$190
Law Clerks	\$190
Litigation Analysts	\$190
Muni Analysts	\$190

5. Adjustment for Inflation. We are happy to discuss mutually agreed upon adjustments whenever necessary. In addition, on July 1, 2024, and each July 1st thereafter, all hourly rates and amounts would be increased for the change in the cost of living for the prior calendar year, as shown by the U.S. Department of Labor in its All Urban Consumers Index set forth for the West Region. In light of the volatility of the current economic climate, BB&K will agree to limit the increase to ensure it will not exceed 5%.

**EXHIBIT “B”
TO
AGREEMENT FOR GENERAL COUNSEL LEGAL SERVICES
BETWEEN
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
AND
BEST BEST & KRIEGER LLP**

BB&K BILLING POLICIES

Our century of experience has shown that the attorney-client relationship works best when there is mutual understanding about fees, expenses, billing and payment terms. Therefore, this statement is intended to explain our billing policies and procedures. Clients are encouraged to discuss with us any questions they have about these policies and procedures. Clients may direct specific questions about a bill to the attorney with whom the client works or our Accounts Receivable Department (accounts.receivable@bbklaw.com). Any specific billing arrangements different from those set forth below will be confirmed in a separate written agreement between the client and the firm.

Fees for Professional Services

Unless a flat fee is set forth in our engagement agreement with a client, our fees for the legal work we will undertake will be based in substantial part on time spent by personnel in our office on that client's behalf. In special circumstances which will be discussed with the client and agreed upon in writing, fees will be based upon the novelty or difficulty of the matter, or the time or other special limitations imposed by the client.

Hourly rates are set to reflect the skill and experience of the attorney or other legal personnel rendering services on the client's behalf. All legal services are billed in one-tenth of an hour (0.10/hour) or six-minute increments. Our attorneys are currently billed at rates from \$210 to \$750 per hour, and our administrative assistants, research assistants, municipal analysts, litigation analysts, paralegals, para professionals and law clerks are billed at rates from \$70 to \$290 per hour. Additional consultants and/or specialists are available as needed and their rates will be charged at the rate then in effect for such personnel. These hourly rates are reviewed annually to accommodate rising firm costs and to reflect changes in attorney status as lawyers attain new levels of legal experience. Any increases resulting from such reviews will be instituted automatically and will apply to each affected client, after advance notice.

Fees For Other Services, Costs and Expenses

We attempt to serve all our clients with the most effective support systems available. Therefore, in addition to fees for professional legal services, we also charge separately for some other services and expenses to the extent of their use by individual clients. These charges include but are not limited to, mileage at the current IRS approved rate per mile, extraordinary telephone and document delivery charges, copying charges, computerized research, court filing fees and other court-related expenditures including court reporter and transcription fees. No separate

charge is made for secretarial or word processing services; those costs are included within the above hourly rates.

We may need to advance costs and incur expenses on your behalf on an ongoing basis. These items are separate and apart from attorneys' fees and, as they are out-of-pocket charges, we need to have sufficient funds on hand from you to pay them when due. We will advise the client from time to time when we expect items of significant cost to be incurred, and it is required that the client send us advances to cover those costs before they are due.

Advance Deposit Toward Fees And Costs

Because new client matters involve both a substantial undertaking by our firm and the establishment of client credit with our accounting office, we require an advance payment from clients. The amount of this advance deposit is determined on a case-by-case basis discussed first with the client, and is specified in our engagement agreement.

Upon receipt, the advance deposit will be deposited into the firm's client trust account. Our monthly billings will reflect such applications of the advance deposit to costs and not to attorney's fees. At the end of engagement, we will apply any remaining balance first to costs and then to fees. We also reserve the right to require increases or renewals of these advanced deposits.

By signing the initial engagement agreement, each client is agreeing that trust account balances may be withdrawn and applied to costs as they are incurred and to our billings, after presentation to the client. If we succeed in resolving your matter before the amounts deposited are used, any balance will be promptly refunded.

Monthly Invoices and Payment

Best Best & Krieger LLP provides our clients with monthly invoices for legal services performed and expenses incurred. Invoices are due and payable upon receipt.

Each monthly invoice reflects both professional and other fees for services rendered through the end of the prior month, as well as expenses incurred on the client's behalf that have been processed by the end of the prior month. Processing of some expenses is delayed until the next month and billed thereafter.

Our fees are not contingent upon any aspect of the matter and are due upon receipt. All billings are due and payable within ten days of presentation unless the full amount is covered by the balance of an advance held in our trust account. If a bill is not paid within 30 days, a late charge of one percent per month on the unpaid invoice shall be added to the balance owed, commencing with the next statement and continuing until paid.

It is our policy to treat every question about a bill promptly and fairly. It is also our policy that if a client does not pay an invoice within 60 days of mailing, we assume the client is, for whatever reason, refusing to pay. We will then advise the client by letter that the client may pay the invoice within 14 days or the firm will take appropriate steps to withdraw as attorney of record.

If the delay is caused by a problem in the invoice, we must rely upon the client to raise that with us during the 14-day period. This same policy applies to fee arrangements which require the client to replenish fee deposits or make deposits for anticipated costs.

From time to time clients have questions about the format of the bill or description of work performed. If you have any such questions, please ask them when you receive the bill so we may address them on a current basis.

Changes in Fee Arrangements and Budgets

It may be necessary under certain circumstances for a client to increase the size of required advances for fees after the commencement of our engagement and depending upon the scope of the work. For example, prior to a protracted trial or hearing, the firm may require a further advance payment to the firm's trust account sufficient to cover expected fees. Any such changes in fee arrangements will be discussed with the client and mutually agreed in writing.

Because of the uncertainties involved, any estimates of anticipated fees that we provide at the request of a client for budgeting purposes, or otherwise, can only be an approximation of potential fees.

BEST BEST & KRIEGER LLP

MEMORANDUM

TO: Board of Trustees

FROM: Sara Schmitz, Chair

SUBJECT: Review, discuss and appoint board liaisons

DATE: January 1, 2024

Recommendation:

The board makes a motion to assign board liaisons to various functions to be identified by the board.

Background:

In 2023 the board assigned liaisons to various functions/organizations within the District. The idea stemmed from board training from the Nevada POOL Pact as a best practice.

The assignments from 2023 included the following:

- Trustee Dent – Construction projects and FlashVote
- Trustee Tulloch – Public Works and Chair of the Capital Improvement/Investment Committee
- Trustee Tonking – Recreation, Tennis/Pickleball Center (pickleball was later reassigned to Trustee Schmitz) and Chair of the Golf Committee
- Trustee Schmitz – Beaches, contracts and pickleball

The board may choose to assign liaison’s as they feel is best suited for the District.

One area for the board’s consideration is to potentially assign Trustee(s) as a liaison(s) to various external agencies. The objective of this potential assignment would be to keep the board informed on issues being discussed that may impact the District. An example is the TRPA and Washoe County rezoning. The rezoning of our commercial center to allow for high density condominiums has potential impacts on to the District’s infrastructure and recreational venues.

BOARD OF TRUSTEES LONG RANGE CALENDAR

JANUARY 31, 2024	
SCHEDULE	<i>1st draft agenda to Board Chairman on 01/19; all memos materials due in by 01/22; Packet out on 01/23; agenda posted no later than 8:45 a.m. on 01/26</i>
GM & Legal	Resolve the issue of the District having 2 Policies 20.1.0
HR	GM Recruitment update
HR	Verbal update on the Director of Golf (offer to have been extended)
Admin	Policy 22.1.0 Reporting
PW	Procurement: Lab Equipment
PW	Amendment: Professional Services Jacobs SCADA Support Increase Cost and Time – Approval & Award
PW	Agreement: Professional Services Jacobs Construction Services for Effluent Storage Tank – Approve & Award
IT	Budget augmentation and contract approval for POS assessment
P&R	Ordinance 7 recommendations (Family Tree, disciplinary timelines)
Finance	Potential Action for the Dept. of Taxation
BOT	Accept and adopt the modifications to the Whistleblower Policy & Procedure
BOT	Goals – Problems to be solved this calendar year
BOT	Flashvote Agreement continued
BOT	Flashvote Survey Results

FEBRUARY 14, 2024	
SCHEDULE	<i>1st draft agenda to Board Chairman on 02/02; all memos materials due in by 02/06; Packet out on 02/07; agenda posted no later than 8:45 a.m. on 02/09</i>
Finance	Augmentation for the budget including a public hearing
GM	Pricing Pyramid and Policy
PW	Augmentation of the Tennis courts
PW	Agreement: Effluent Storage Tank GMP Approval and Award
PW	Easement: SPS #5 Easement
PW	Agreement: Professional Services for Rec Center HVAC Replacement
PW	Agreement: Diamond Peak Electrical Entrance Construction Contract Approval and Award
CIC	Update on the Capitalization Policy (old policies 12.1, 13.1 and practice 13.2 – combined into new policy 8.1) Moss Adams Recommendations related to these policies

BOARD OF TRUSTEES LONG RANGE CALENDAR

FEBRUARY 28, 2024	
SCHEDULE	<i>1st draft agenda to Board Chairman on 02/16; all memos materials due in by 02/20; Packet out on 02/21; agenda posted no later than 8:45 a.m. on 02/23</i>
P&R	Report: Beach Year End Food and Beverage actual results
P&R	Food, Beverage, and Bar RFP
PW	Agreement: EEP Full Time Inspection and Testing
PW	Agreement: Effluent Storage Tank Inspection and Testing

MARCH 13, 2024	
SCHEDULE	<i>1st draft agenda to Board Chairman on 03/01; all memos materials due in by 03/05; Packet out on 03/06; agenda posted no later than 8:45 a.m. on 03/08</i>
Finance	Augmentation for the budget including a public hearing
PW	Agreement: Incline Beach House Design/Build Award with a stop at 30%, and return to the BOT to select the preferred design option
PW	Agreement: Skate Park Design/Build Award with a stop at 30%, and return to the BOT, to review the two options (spend \$250K or spend \$500K)

MARCH 27, 2024	
SCHEDULE	<i>1st draft agenda to Board Chairman on 03/15; all memos materials due in by 03/19; Packet out on 03/20; agenda posted no later than 8:45 a.m. on 03/22</i>
BOT	Proposed Townhall

BOARD OF TRUSTEES LONG RANGE CALENDAR

APRIL 10, 2024	
SCHEDULE	<i>1st draft agenda to Board Chairman on 03/29; all memos materials due in by 04/02; Packet out on 04/03; agenda posted no later than 8:45 a.m. on 04/05</i>
BOT	Interview and appoint At-Large members to the Audit Committee. Appoint 2 Trustees to the Audit Committee. Terms effective March 1.

APRIL 24, 2024	
SCHEDULE	<i>1st draft agenda to Board Chairman on 04/12; all memos materials due in by 04/16; Packet out on 04/17; agenda posted no later than 8:45 a.m. on 04/19</i>
DOF	Adoption of final budget

May 8, 2024	
SCHEDULE	<i>1st draft agenda to Board Chairman on 04/26; all memos materials due in by 04/30; Packet out on 05/01; agenda posted no later than 8:45 a.m. on 05/03</i>

BOARD OF TRUSTEES LONG RANGE CALENDAR

May 29, 2024	
SCHEDULE	<i>1st draft agenda to Board Chairman on 05/17; all memos materials due in by 05/21; Packet out on 05/22; agenda posted no later than 8:45 a.m. on 05/24</i>

June 12, 2024	
SCHEDULE	<i>1st draft agenda to Board Chairman on 05/31; all memos materials due in by 06/04; Packet out on 06/05; agenda posted no later than 8:45 a.m. on 06/07</i>

June 26, 2024	
SCHEDULE	<i>1st draft agenda to Board Chairman on 06/14; all memos materials due in by 06/18; Packet out on 06/19; agenda posted no later than 8:45 a.m. on 06/21</i>
	Review board goals for the year

BOARD OF TRUSTEES LONG RANGE CALENDAR

PARKING LOT ITEMS

Date of Request	Item	Requester	Status/Notes	Date Completed
1/18/21	Possible discussion on IVGID needs as it relates to potential land use agreement with DPSEF	Trustee Schmitz	DPSEF continues to have discussion amongst themselves about this item	
Unknown	Next step on Diamond Peak parking lot/Ski Way— Staff added reminder	GM DPSR Bandelin	This should be a part of the Budget Planning Process.	To be removed after the Board review in December
2/8/23		Trustee Schmitz	Assigned to the Investment/Capital Improvement Committee	
2/8/23	Update on Snowflake Lodge	Trustee Noble		
2/8/23	Workforce Housing for Seasonal Employees	Trustee Noble	Staff to share with Trustee Noble the current situation.	
5/25/23		Trustee Schmitz	This is correct and it will be corrected when one of these policies comes before the Board	
06/28/23		GM Bandelin		
06/28/23		GM Bandelin	Assigned to the Investment/Capital Improvement Committee	
06/28/23		Chairman Dent		
06/28/23	Redactions — needs a legal non-meeting as a Trustee requested that the PE's be made public	Chairman Dent		Complete Date?
07/12/23	Writing a letter to schools regarding programs	Chairman Dent		
07/26/23	Update on Food and Beverage (from 7/26/2023 meeting)	GM Bandelin/Interim Director of Finance Magee	<i>To be determined</i>	
08/09/23	UNR and Washoe County BOT's Additional Training	Trustee Tonking	<i>Date to be determined after 2nd training is rescheduled</i>	
08/09/23	Revise State Budget Forms (if needed)	GM Bandelin/Interim Director of Finance Magee	<i>Will be agendized at the appropriate time</i>	
11/21/2023	Strategic Plan update	GM Bandelin/Interim Director		
12/13/2023		Trustee Tonking		
12/13/2023	Consolidate advisory Meeting Minutes	Trustee Tonking		
07/12/2023	Waste Management	Trustee Schmitz		