



NOTICE OF MEETING

The regular meeting of the Incline Village General Improvement District will be held starting at 6:00 p.m. on Wednesday, June 13, 2018 in the Chateau, 955 Fairway Boulevard, Incline Village, Nevada.

- A. PLEDGE OF ALLEGIANCE*
- B.1. ROLL CALL OF THE IVGID BOARD OF TRUSTEES*
- B.2. ROLL CALL OF THE CANDIDATES FOR IVGID BOARD OF TRUSTEES*
Tim Callicrate....Benicia Price....Tony Robinson....Sara Schmitz.... Bruce Simonian....Kendra Wong
- C. PUBLIC COMMENTS* - Conducted in accordance with Nevada Revised Statutes Chapter 241.020 and limited to a maximum of three (3) minutes in duration.

Public Comment Advisory Statement – *A public body has a legitimate interest in conducting orderly meetings. IVGID may adopt and enforce reasonable restrictions on public comment to ensure the orderly conduct of a public meeting and orderly behavior on the part of persons attending the meeting. Public comment, as required by the Nevada Open Meeting Law, is an opportunity for people to publicly speak to the assembled Board of Trustees. Generally, it can be on any topic, whether or not it is included on the meeting agenda. In other cases, it may be limited to the topic at hand before the Board of Trustees. Public comment cannot be limited by point of view. That is, the public has the right to make negative comments as well as positive ones. However, public comment can be limited in duration and place of presentation. While content generally cannot be a limitation, all parties are asked to be polite and respectful in their comments and refrain from personal attacks. Willful disruption of the meeting is not allowed. Equally important is the understanding that this is the time for the public to express their respective views, and is not necessarily a question and answer period. This generally is not a time where the Board of Trustees responds or directs Staff to respond. If the Chair feels there is a question that needs to be responded to, the Chair may direct the General Manager to coordinate any such response at a subsequent time. Finally, please remember that just because something is stated in public comment that does not make the statement accurate, valid, or even appropriate. The law mitigates toward allowing comments, thus even nonsensical and outrageous statements can be made. However, the Chair may cut off public comment deemed in their judgment to be slanderous, offensive, inflammatory and/or willfully disruptive. Counsel has advised the Staff and the Board of Trustees not to respond to even the most ridiculous statements. Their non-response should not be seen as acquiescence or agreement just professional behavior on their part. IVGID appreciates the public taking the time to make public comment and will do its best to keep the lines of communication open.*

- 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.

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 • FAX (775) 832-1122

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NOTICE OF MEETING

Agenda for the Board Meeting of June 13, 2018 - Page 2

-OR-

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

E. DISTRICT STAFF UPDATES*

1. Community Services Update and to set up community meetings to receive feedback on the Community Services Master Plan draft (anticipated distribution is the July 24, 2018 Board packet) – Verbal Report - (Presenter: Director of Parks and Recreation Indra Winquest)

F. GENERAL BUSINESS (*for possible action*)

1. Review, discuss and possibly approve the Bargaining Agreement for Supervisory Bargaining Unit, Operating Engineers Local Union No. 3 (Requesting Staff Member: Director of Human Resources Dee Carey) – **pages 4 - 27**
2. Review, discuss, and possibly adopt Resolution 1864 to augment the District's Operating Budget for Fiscal Year 2017-2018 by \$370,000, through the use of additional revenue of \$850,000 for Community Services Special Revenue Fund to cover additional expenses incurred providing a higher volume of services at the Diamond Peak Ski Resort during the 2017-18 season (Requesting Staff Member: Director of Finance Gerry Eick) – **pages 28 - 34**
3. Review, discuss, and possibly approve Beaches 101 Draft Agenda for the July 11, 2018 Community Workshop - (Ordinance 7 Board Work Plan Item) (Requesting Staff Member: Director of Parks and Recreation Indra Winquest) – **pages 35 - 44**

G. DISTRICT STAFF UPDATE (*for possible action*)

1. General Manager Steve Pinkerton – **pages 45 - 49**

H. APPROVAL OF MINUTES (*for possible action*)

1. Regular Meeting of May 9, 2018 – **pages 50 - 145**

I. REPORTS TO THE IVGID BOARD OF TRUSTEES*

1. District General Counsel Devon Reese

NOTICE OF MEETING

Agenda for the Board Meeting of June 13, 2018 - Page 3

- J. BOARD OF TRUSTEES UPDATE (***NO DISCUSSION OR ACTION***) ON ANY MATTER REGARDING THE DISTRICT AND/OR COMMUNITIES OF CRYSTAL BAY AND INCLINE VILLAGE, NEVADA*
- K. CORRESPONDENCE RECEIVED BY THE DISTRICT*
- L. PUBLIC COMMENTS* - Conducted in accordance with Nevada Revised Statutes Chapter 241.020 and limited to a maximum of three (3) minutes in duration; see **Public Comment Advisory Statement** above.
- M. REVIEW WITH BOARD OF TRUSTEES, BY THE DISTRICT GENERAL MANAGER, THE LONG RANGE CALENDAR (*for possible action*) – **pages 146 - 147**
- N. ADJOURNMENT (*for possible action*)

CERTIFICATION OF POSTING OF THIS AGENDA

I hereby certify that on or before Friday, June 8, 2018 at 9:00 a.m., a copy of this agenda (IVGID Board of Trustees Session of June 13, 2018) was delivered to the post office addressed to the people who have requested to receive copies of IVGID's agendas; copies were either faxed or e-mailed to those people who have requested; and a copy was posted at the following seven locations within Incline Village/Crystal Bay in accordance with NRS 241.020:

1. IVGID Anne Vorderbruggen Building (Administrative Offices)
2. Incline Village Post Office
3. Crystal Bay Post Office
4. Raley's Shopping Center
5. Incline Village Branch of Washoe County Library
6. IVGID's Recreation Center
7. The Chateau at Incline Village

/s/ Susan A. Herron, CMC

Susan A. Herron, CMC

District Clerk (e-mail: sah@ivgid.org/phone # 775-832-1207)

Board of Trustees: Kendra Wong, Chairwoman, Tim Callicrate, Peter Morris, Phil Horan, and Matthew Dent.

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. Copies of the packets containing background information on agenda items are available for public inspection at the Incline Village Library.

IVGID'S agenda packets are now available at IVGID's web site, www.yourtahoeplace.com; go to "Board Meetings and Agendas". A hard copy of the complete agenda packet is also available at IVGID's Administrative Offices located at 893 Southwood Boulevard, Incline Village, Nevada, 89451.

*NRS 241.020(2) and (10): 2.Except in an emergency, written notice of all meetings must be given at least 3 working days before the meeting ...10. As used in this section, "emergency" means an unforeseen circumstance which requires immediate action and includes, but is not limited to: (a) Disasters caused by fire, flood, earthquake or other natural causes; or (b) Any impairment of the health and safety of the public.

MEMORANDUM

TO: Board of Trustees

THROUGH: Steven J. Pinkerton
General Manager

FROM: Dee Carey
Director of Human Resources

SUBJECT: Review, discuss and possibly approve the Bargaining Agreement for Supervisory Bargaining Unit, Operating Engineers Local Union No. 3

DATE: June 1, 2018

I. RECOMMENDATION

That the Board of Trustees makes a motion to authorize the Board Chairwoman and Board Secretary to execute a bargaining unit agreement with the Operating Engineers Local Union No. 3 for the Supervisory employees as negotiated by the IVGID Management Team.

II. BACKGROUND

As you are aware, IVGID's Management Staff and the employees in the Supervisory bargaining unit have been meeting since March 2018 to negotiate the labor agreement. We have reached a multiyear contract with this bargaining unit that will takes us through June 30, 2020.

III. FINANCIAL IMPACT

The key financial impacts of the agreement is as follows:

For the Supervisory bargaining unit only, effective July 1, 2018:

- Performance based increase in wages based on goal and evaluation ratings of either -1%, +1%, or +2.5% effective July 2018 and 2019.
- Cost of Living Adjustment (COLA) Increase - a floor of 0% up to amount listed in the Consumer Price Index (CPI)-West all items, in March of each year.

Review, discuss and possibly approve -2-
the Bargaining Agreement for Supervisory
Bargaining Unit with the Operating
Engineers Local Union No. 3

June 1, 2018

- Increase Deferred Compensation Retirement plan match from 3% to 4% effective July 2018 and increase match 4% to 5% effective July 2019.

IV. NON-FINANCIAL IMPACT

The key non-financial impacts of the agreement is:

- Cleaned up language regarding bereavement, vacation, jury duty, effective date of increases to fall in line with first day of new pay period, discipline and discharge, and holiday pay for actual holiday not observed.

V. COMMENTS

The union membership ratified the terms of agreement by majority vote. This is a General Business item in accordance with Nevada Revised Statutes Chapter 288.153.

MEMORANDUM OF UNDERSTANDING

BETWEEN AND FOR

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

AND THE

OPERATING ENGINEERS LOCAL UNION NO. 3

SUPERVISORS' BARGAINING UNIT

July 1, 2018 through and including June 30, 2020

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Exhibit A - Salary Ranges: Supervisors' Unit

Exhibit B - Salary Grids: Supervisor's Unit

Exhibit C – Pay for Performance Matrix

Exhibit D – Grievance Form

Exhibit E - Consanguinity / Affinity Chart

**AGREEMENT
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
And
OPERATING ENGINEERS LOCAL UNION NO. 3**

THIS AGREEMENT is by and between INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT, hereinafter called the "Employer" or "IVGID," and OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO, hereinafter called the "Union."

WITNESSETH

WHEREAS, the Employer desires to enter into an Agreement in order to assist the Employer to obtain competent and efficient workmen, to stabilize conditions of employment, and to foster and maintain harmonious relationships between Employer and its Employees.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. RECOGNITION

1.1 Employer recognizes the Union as the sole and exclusive agent of its full-time regular supervisory personnel, which oversee the trades and maintenance employees in the utility pipeline, utility plant, utility equipment, and fleet divisions, and excluding all temporary, part-time, and seasonal personnel. This agreement shall only apply to the supervisory positions listed in Exhibit B.

2. SUBORDINATION

2.1 It is understood that Employer is a quasi-municipal corporation organized under the provisions of NRS Chapter 318. This Agreement is subject to any applicable provisions of Nevada laws that govern general improvement districts. Any provision of this Agreement in conflict with the laws governing general improvement districts shall be considered null and void.

3. NON-DISCRIMINATION

3.1 No Employee shall be discriminated against by the Employer, the Union, or the Employees because of sex, race, color, religion, age, disability, sexual orientation or national origin.

4. SHIFTS, HOURS, OVERTIME AND WORKING CONDITIONS

4.1 All Employees will be entitled to all applicable contagious disease control shots, if so desired, at no cost to the Employee.

5. HOLIDAYS

5.1 The following shall be considered as paid holidays under this Agreement and when no work is performed on these days, an Employee shall be paid for his regular scheduled shift at his regular straight-time rate of pay: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Nevada Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. Should any of these holidays fall on Sunday, the following Monday shall be considered a paid holiday. Should any of these holidays fall on Saturday, the preceding Friday shall be considered a paid holiday.

5.2 In order to be eligible for holiday pay when no work is performed, an Employee must work or be available for work on the last regular work day immediately prior to a holiday and the first regular work day immediately following that holiday unless the Employee shall have been unavailable for work because of: illness or injury sustained by a doctor's certificate showing Employee was unable to work for a period not to exceed thirty (30) days; absence (other than leaves of absence) when authorized by the Employer; and serious illness or death in the Employee's immediate family.

5.3 To be eligible for pay for holidays not worked, an Employee must be in the regular employ of the Employer ~~for thirty (30) calendar days~~ immediately prior to said holiday, if a holiday for which pay is due falls during an Employee's scheduled vacation, then the Employee shall receive an additional day off with pay.

6. SALARIES

6.1 The salary ranges listed in Exhibit A are hereby made part of this Agreement, and shall become effective on July 1, 2015. Notwithstanding annual adjustments in accordance with Subsection 6.6, these salary ranges shall be established so that a ten percent (10%) minimum differential is maintained between the Supervisor-level position and the highest-grade position under that Supervisor's direct supervision, as identified in Exhibit B. The differential shall be calculated at the mid-points of the respective ranges.

6.2 Job classifications shall have the salary grades listed in Exhibit B.

6.3 Upon commencement of full-time permanent work for Employer, a new Employee shall be paid the minimum of the salary grade. At the Employer's discretion, a new Employee with exceptional experience, capabilities or knowledge may be assigned to a rate above the minimum of the salary grade.

6.4 Employees shall hold probationary status for the first twelve months following appointment. Probationary Employees may be terminated without cause. Satisfactory performance during the probationary period, as determined by the Employee's immediate superior through a performance evaluation at the completion of the twelve month interval, shall remove the Employee from probationary status. Any probationary Employee receiving an unsatisfactory evaluation may be terminated.

6.5 Upon movement of an Employee from one job classification to another with a higher salary grade, the Employee will move to the greater of (1) the minimum of the new salary grade or to (2) a rate in the new salary grade that provides a salary increase of at least 5% for an upward movement of one grade or 10% for an upward movement of two grades or more. Upon movement of an Employee from one job classification to another with a lower salary grade, the Employee shall receive the commensurate rate in the new salary grade that the Employee had in the former salary grade. No change in anniversary date shall occur.

6.6 SALARY 6

1. Effective date of Future Salary Increase

The salary range listed in Exhibit A is hereby made part of this Agreement, and shall become effective on July 1, 2018.

July 1, 2018 Wage increases will be as follows:

The salary increases will be adjusted upward according to the following annual adjustments: Beginning July 1, 2018. The CPI percentage shall be based upon the actual BLS consumer price indexes Pacific Cities and U.S. City Average in the urban wage earners CPI-W, (all items) in the chart with March 2018 being the baseline to take effect July 1, 2018, with a floor of 0%. If the actual CPI is less than 0%, 0% will be used. A merit salary increase shall be awarded per the matrix, (Exhibit C) on the employee's annual review date, based on performance.

July 1, 2019 Wage increases will be as follows:

The salary increases will be adjusted upward according to the following annual adjustments: Beginning July 1, 2019. The CPI percentage shall be based upon the actual BLS consumer price indexes Pacific Cities and U.S. City Average in the urban wage earners CPI-W, (all items) in the chart with March 2019 being the baseline to take effect July 1, 2019, with a floor of 0%. If the actual CPI is less than 0%, 0% will be used. A merit salary increase shall be awarded per the matrix, (Exhibit C) on the employee's annual review date, based on performance.

If July 1st falls within the first seven days of the pay period, pay will be effective the current pay period. If July 1st falls within the second week of payroll, the pay will be the first of the following pay period.

Example: June 25th through July 1st the increase would take effect the first day of the current pay period.

6.7 No Employee shall receive a salary that is higher than the maximum of the appropriate salary grade.

6.8 It is agreed, the Employer and the Union shall establish a mutually acceptable criteria for conducting a salary survey for all bargaining unit positions for use in a subsequent memorandum of understanding.

~~6.9 It is agreed the Employer and the Union shall establish a joint Labor Management Committee to further communications and problem solve matters of mutual concern.~~

7. CERTIFICATIONS

~~7.1 Employees who maintain Dual Certification in Wastewater and Water shall receive a \$600.00 bonus payable at the start of the new fiscal year for certification in the previous fiscal year, i.e; start of FY 2014/2015 paid for being certified in FY 2013/2014, start of FY 15/16 paid for being certified in FY 14/15.~~

8. LAYOFFS

8.1 If the Employer determines that it will be necessary to lay off Employees within the bargaining unit, then whenever possible, the Employer will inform Employees thirty (30) days prior to layoff. Employees will be laid off in reverse order of seniority by classification within the bargaining unit, except in cases where the Employer can clearly demonstrate that the Employee lacks the skills or ability to perform the duties of his

position. Employees who have been laid off will be rehired in the reverse order of layoff (i.e., last laid off, first rehired).

8.2 Employees in higher classifications within the bargaining unit will be given the opportunity to demote to lower classifications within the bargaining unit for which they are qualified, recognizing the fact that this could result in the layoff of Employees in lower classes because of less seniority.

8.3 An Employee who has been laid off has the right to re-employment for a period of one hundred and eighty (180) days, provided he has the necessary qualifications for the position to be filled.

9. LEAVES

9.1 Vacation leave shall accrue from each Employee's original anniversary date, at the following rates:

9.1. a For each Employee having less than four full years of continuous service to Employer, the employee will accrue six and two-thirds hours per calendar month of employment. The employee will accrue a maximum of 80 hours annually totaling (2 weeks).

9.1. b For each Employee having at least four full years, but less than nine full years of continuous service to Employer, the employee will accrue ten hours per calendar month of employment. The employee will accrue a maximum of 120 hours annually totaling (3 weeks).

9.1. c For each Employee having at least nine full years, but less than fourteen full years of continuous service to Employer, the employee will accrue thirteen and one-third hours per calendar month of employment. The employee will accrue a maximum of 160 hours annually totaling (4 weeks). New Employees hired on or after July 1, 2012 will earn up to a maximum of 4 weeks' vacation.

9.1. d For each Employee having fourteen or more full years of continuous service to Employer, the employee will accrue sixteen and two-thirds hours per calendar month of employment. The employee will accrue a maximum of 200 hours annually totaling (5 weeks).

Effective July 1, 2013 employees may carry up to 240 hours of accrued leave into the next calendar year.

9.2 The Employer will entertain requests by eligible Employees as to the time at which their vacations will be scheduled, but vacation schedules must necessarily conform to and not unduly interfere with, the operation schedules of the Employer. Preference will be in order of seniority provided the remaining Employees are qualified to do the work.

9.3 Employees must complete six months of employment to be eligible to take vacation. After six months of service the Employer will compensate Employees for accrued vacation, which is unused upon termination, at current wage rate.

9.4 JURY DUTY:

The District will grant court leave to allow benefited employees to serve as juror or a witness in a court proceeding provided that the employee is not a party to the action. Employees need to provide their supervisors with relevant documents verifying the need for court leave as soon as the need becomes known.

9.4. a JURY DUTY COMPENSATION:

Subject to the following conditions, eligible employees will receive their regular base rate of pay for those hours spent in court, traveling to and from court when such time occurs during employee's regular scheduled work days and hours of work.

1. Court leave will not result in payment of overtime or be considered as hours worked for purposes of determining eligibility for overtime, unless the court leave is related to the employee's job responsibilities.

2. Upon completion of jury/court/witness service for which the employee received his/her regular pay, the employee will forward any compensation received from the court or other party to the District upon receipt. Reimbursements received for out - of - pocket expenses such as meals, mileage, and employee may keep lodging.

3. An employee will not receive pay for the work time missed if he/she is required to miss work because of court appearances in a matter to which the employee is a party or to serve as a witness for a party who has filed an action against the District or the employee is subpoenaed to appear on a matter unrelated to employment. However, the employee may choose to use his/her vacation.

9.5 Sick leave will accumulate at the rate of eight (8) hours per month, with unlimited accrual. A doctor's certificate may be required by the Employer. Employee will be paid for time off for illness up to the limits of time accumulated. Abuses of sick leave may be subject to disciplinary action. Each Employee having unused sick leave on December 1 of each year shall have the opportunity to sell back to the District one-half (1/2) of their unused sick leave balance, up to a maximum of forty-eight hours and shall be compensated at Employee's regular hourly rate for such time. That time so paid shall be deducted from Employee's accumulated sick leave time available. Unused sick leave compensation shall be limited to that time which has accrued in the preceding twelve (12) months. Elimination of the December annual 48-hour sick leave buy back for employees hired after July 1, 2011.

9.6 Employees who elect to retire after 20 years of service with the District may receive up to 20% of their accrued sick leave hours; adding 2% additional each year to 25 years (30% at 25 years) and 4% additional each year thereafter to a maximum sick leave buyout of 50% of up to 960 hours after 30 years of service.

As an alternative, employees retiring after 20 years or more of service may elect to convert their eligible sick leave hours with the same limitations identified above to a non-interest bearing District account for the purpose of paying medical insurance coverage and/or out-of-pocket medical expenses such as deductibles and co-payments at double the rate to a maximum of 100% of up to 960 hours after 30 years of service.

The non-interest bearing District account will be assigned a present value as of the date of retirement equal to the number of hours of sick leave times the employee's base hourly salary at the time of retirement. The District will debit said account on a dollar-for-dollar basis. This benefit is non-transferable and does not survive the retiree. Employees participating in this plan will receive a nonemployee IRS Form 1099-MISC annually.

9.7 In the event of a death of a member of the Employee's immediate family, the Employee shall be granted a leave of absence, with pay, for a period of up to forty (40) working hours to make final arrangements. For the purposes of this Section, the immediate family shall be defined as within the 3rd degree of consanguinity or affinity. See Exhibit D for consanguinity and affinity chart Evidence of death may be required by the Employer.

9.8 Employees shall receive 40 hours of Personal Time off (PTO) per calendar year. Unused PTO may not be carried over and no employee may accrue more than 40 hours of PTO.

10. UNION RIGHTS

10.1 A duly authorized representative of Union may be permitted to talk on the job with Employees subject to this Agreement, for the purpose of ascertaining whether or not this Agreement is being observed by all parties, or in adjusting grievances, and for no other reasons. Union agrees that this privilege shall be so exercised as to not interfere with the work in the departments.

10.2 The Union shall notify the Employer of the selection of the job steward.

10.3 The job steward shall not stop the Employer's work for any reason, or tell any Employee covered by this Agreement that Employee cannot work on the job.

10.4 It is hereby mutually understood and agreed that no person is authorized to act as or is to be deemed to be an authorized agent of either party to this Agreement unless the party appointing such authorized agent has first notified the other in writing of such appointment and the scope of the authority of such an agent.

10.5 It is hereby agreed and understood that the following persons and no other shall be the authorized agents of the respective parties until further notice as provided in Section 9.4 hereof:

Duly authorized agent of the Union shall be: Business Manager or Business Representative designated by the Business Manager.

Duly authorized agent of the Employer shall be the General Manager, or any other person authorized by Employer to act as his agent whose identity and scope of authority has been made known to the Local Union by written communication from said Employer.

11. DISCIPLINE AND DISCHARGE

11.1 The purpose of this article is to provide for an equitable and expeditious manner for the resolution of disputes arising from the imposition of discipline. The Employer and the Union acknowledge ~~that~~ all steps of the ~~mutually-agreed-upon "Peer Counseling and Disciplinary Process" as outlined in Exhibit C shall be recognized as defined steps in a~~ progressive disciplinary process. It is further acknowledged that feedback received during an annual performance evaluation may supplement the ~~referenced Peer Counseling and~~ disciplinary process. All actions beyond Step 1 in the referenced process shall be documented by the Employer and shall become part of the permanent personnel record.

11.2 Any Employee involved in a discussion with Employee's immediate superior or management, who has reason to believe that discipline may result from said discussion, shall have the right to request Employee's Steward or Union Representative be present during the discussion. If the Employee wishes to have Union representation during such discussions, it shall be Employee's responsibility to make such wishes known and the Employer shall make arrangements for the desired representation.

The Employer agrees that no Employee will be disciplined or discharged without cause.

11.3 Verbal and written reprimands shall only be subject to review through Step 4 of the Grievance Procedure and shall not be subject to arbitration or litigation. Provided, however, that a written reprimand that is repeated and which is accompanied by a statement that more severe disciplinary action could follow is subject to arbitration. For any action which is not arbitrable, the affected Employee may prepare a written statement responding to the reprimand and such statement shall be included in the Employee's official personnel file(s), if it is submitted within five (5) calendar days of the

final disposition by the General Manager of his/her designee. Such written responses shall remain in the official personnel file(s) for as long as the reprimand remains in file.

11.4 Any Employee being suspended, involuntarily demoted or discharged shall not be removed from the payroll or otherwise adversely affected until after the completion of a pre-disciplinary hearing before the department head or acting department head. The purpose of a pre-disciplinary hearing is for the Employee to respond to the specific charges and present evidence on his/her behalf. The Employee must be timely notified in writing of the dismissal, involuntary demotion or suspension and the reasons therefore. The notice must precede the hearing by at least forty-eight (48) hours, and may be delivered personally to the Employee or mailed to Employee at the Employee's last known address, by registered or certified mail, return receipt requested. If the notice is mailed, the effective date of the notice shall be the date of delivery, or if the letter is returned to the sender, three (3) calendar days after mailing. The Employee shall have the right to be represented at this hearing by a Union Representative. After hearing the evidence presented at the hearing, the department head shall render a written decision within five (5) working days.

11.5 If the department head determines that IVGID is in jeopardy if an Employee is not relieved of duties pending a pre-disciplinary hearing under Section 10.4 hereof, the department head may order, as part of the pre-discipline notice, that the Employee shall take an immediate involuntary leave of absence without pay, which leave shall expire on the date of the department head's written decision under Section 10.4 hereof. Such leave shall be without prejudice to the Employee. If the department head determines, based upon the evidence presented at the hearing, that the appropriate disciplinary action involves a demotion or a suspension of a shorter period of time than the leave of absence, then the Employer shall provide back pay to the Employee for the difference at the end of the same pay period. If the department head determines, based upon the evidence presented at the hearing, that the appropriate disciplinary action involves a suspension of a greater period of time than the leave of absence, or a discharge, then no back pay shall be due and, in the event of a suspension, the beginning date of the suspension shall be the same as the beginning date of the leave of absence.

11.6 Upon receiving the department head's written decision, an Employee who has been suspended, involuntarily demoted or discharged, shall have the right to appeal such decision through the Grievance and Arbitration Procedure of this Agreement, beginning at Step 4.

12. GRIEVANCES

12.1 Except where a remedy is otherwise provided for, any Employee shall have the right to present a grievance arising from Employee's employment in accordance with the rules and regulations of this procedure.

12.2 All parties so involved must act in good faith and strive for objectivity, while endeavoring to reach a solution at the earliest possible step of the procedure. The aggrieved Employee shall have the assurance that filing of a grievance will not result in reprisal of any nature. The aggrieved Employee shall have the right to be represented or accompanied by a Representative of the Union at all stages of the grievance procedure.

12.3 Certain time limits in the grievance procedure are designed to quickly settle a grievance. It is realized, however, that on occasion the parties concerned may be unable to comply with the established limitations. In such instances, the limitations may be extended upon the mutual agreement of all parties concerned.

12.4 Failure of the aggrieved Employee to file an appeal within the prescribed time limit for any step of the procedure shall constitute abandonment of the grievance. Employer shall abide by prescribed time limits.

12.4 Failure of the aggrieved Employee to file an appeal within the prescribed time limit for any step of the procedure shall constitute abandonment of the grievance. Employer shall abide by prescribed time limits.

12.5 Any person responsible for conducting any conference, meeting or hearing under the formal grievance procedure shall give due and timely notice to all persons concerned.

12.6 When two or more Employees experience a common grievance, they may initiate a single grievance proceeding. The initial hearing of the grievance shall be by the immediate superior or Department Head who has the prime responsibility for all of the aggrieved Employees.

12.7 The grievance procedure shall be as follows:

Step 1. When an Employee becomes aware that dissatisfaction exists with Employee's work or work situation, Employee should discuss the matter informally with their immediate superior. Initial discussion should be sought by the Employee not later than ten (10) working days after the event giving rise to the grievance occurred, or ten (10) working days after the Employee should have had knowledge of the event, whichever is later. The following provisions relating to formal grievance procedure do not restrict the Employee and immediate superior from seeking advice and counsel from Superiors and Department Heads when

a) Mutually consented to by the Employee and Immediate Superior.

b) It appears that settlement can be reached at this informal level.

Step 2. The Immediate Superior will hear the grievance and provide written decision within five (5) working days of the receipt of the formal grievance papers.

Step 3. If the written decision of the Immediate Superior is unsatisfactory to the Employee, the Employee may request that the grievance be presented to the Department Head for review. This request must be made in writing within five (5) working days of the receipt of the Immediate Superior's decision. The Department Head will hear the grievance and provide written decision within ten (10) working days of the receipt of the formal grievance papers.

Step 4. If the written decision of the Department Head is unsatisfactory to the Employee, the Employee may request that the grievance be presented to the General Manager for review. This request must be made in writing within five (5) working days of the receipt of the Department Head's decision. The General Manager will hear the grievance and provide written decision within ten (10) working days of the receipt of the formal grievance papers.

Step 5. If the written decision of the General Manager is unsatisfactory to the Employee, the Union or Employee within ten (10) working days may request the grievance be advanced to arbitration. The arbitrator list will be requested within one-hundred twenty (120) days and the arbitrator from a list of seven (7) names supplied by the Federal Mediation and Conciliatory Service (FMCS), or another arbitration service mutually agreeable to the Employer and Union. The parties shall select the arbitrator by alternately striking names until one name remains. The Union representative shall strike the first name. The decision of the arbitrator shall be final and binding upon both parties.

12.8 The arbitrator shall have no authority to alter, amend, add to or subtract in any way the terms and conditions of this Agreement. The arbitrator shall confine their decision to a determination of the facts and an interpretation and application of this Agreement. The parties agree to each pay one-half the costs of the arbitrator.

13. CESSATION OF WORK

13.1 Under no circumstances shall any dispute or disagreement be permitted to cause a cessation of work. Employer hereby declares opposition to lockouts and Union hereby declares opposition to strikes, sympathetic or otherwise, and to stoppage or slowdown of work.

14. HEALTH AND WELFARE

14.1 Employer will provide and pay 100% of the insurance premium costs of medical, hospital, dental, prescription, and vision coverage, for employees and dependents for employees hired prior to or on June 30, 2012. Employees hired on or after July 1, 2012 will pay twenty-five percent (25%) of the cost of dependent coverage. The Employer will provide and pay 100% of the insurance premium costs for life, accidental death and dismemberment, short term and disability insurances for the employee for the life of the contract.

14.2 The Employer shall provide a long-term disability plan at no cost to the Employees. The current plan will provide a benefit equal to 66 2/3% of monthly salary (not to exceed \$7,500.00 a month) commencing on the ninety-first (91) day of a qualifying disability.

15. PENSION

15.1 Pension benefits, as set forth herein, shall be paid after six (6) months of employment for Employees in the bargaining unit who choose to participate in the Operating Engineers Pension Trust Fund.

15.2 The Employer shall pay into the Operating Engineers Pension Trust Fund an amount equal to twelve and one-third (12.3) percent of the Employee's gross W2 earnings. This amount includes the contribution to the Union's Retiree's Health Care Trust.

15.3 All Employees who are enrolled in the union pension system shall continue to be eligible for enrollment in the system, as long as they are full-time Employees of Employer, whether or not they are members of the bargaining unit.

15.4 The Employer shall make the payments provided in Section 14.2 at the times and in the manner provided in the Trust Agreement creating the Pension Trust Fund for Operating Engineers, and is bound by all the terms and conditions thereof and any amendment or amendments thereto. Eligibility of Employees shall be determined by the Trustees of said Trust.

15.5 The Employer shall deduct for union dues and make available an automatic payroll deduction for credit union deposits.

15.6 As an alternative to the Operating Engineers Pension Trust Fund, Employees may elect to enroll in another pension plan available through Employer.

15.7 The District will “match” 100% of an employee’s contribution into a deferred compensation plan up to 5% of the employee's annual wages. Effective plan date October 1, 2015.

Effective July 1, 2018 the contribution rate would increase by 1% totaling 4%
Effective July 1, 2019 the contribution rate would increase by 1% totaling 5%

16. MANAGEMENT RIGHTS

16.1 IVGID retains the exclusive right, except as expressly stated herein, to operate and direct the affairs of IVGID In all its various aspects, including but not limited to, the right to direct the work force; to determine the size of the work force and the number of employees, classifications, and positions; to plan, direct and control all the operations and services of IVGID ; to determine the methods, means, and organization by which such operations and services are to be conducted; to assign and transfer employees within its operations; to combine, divide, or reorganize its operations; to assign and schedule work; to establish reasonable work rules; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; and to change or eliminate existing methods, equipment or facilities.

16.2 Union agrees that Employer shall have complete freedom in questions involving termination of employment, transfer, advancement, and layoffs due to lack of work, except that no Employee shall be discharged for Union activities. Union recognizes and agrees that reprimands, suspensions and discharges of Employees for inefficiency, carelessness or insubordination are necessary and proper to the successful operation of Employer’s business.

16.3 Nothing in this Agreement shall be construed as abrogating any rights that either party hereto has under the statutes of the State of Nevada.

17. TERM OF AGREEMENT

17.1 This Agreement shall become effective on the 1st day of July 2018, and remain in effect through the 30th day of June 2020. This Agreement shall continue in effect from year to year thereafter, unless either of the parties hereto gives notice to the other in writing, pursuant to NRS Chapter 288, in each year during which this Agreement may be automatically renewed, either of a desire to terminate or to modify this Agreement. In the event of such a notice, the parties hereto agree: (1) to meet and confer with the other through their authorized agents for the purpose of negotiating a new Agreement or an Agreement containing the proposed modifications; (2) to notify such State and Federal agencies and boards within the time required by any applicable laws, of the existence of such dispute, provided that no agreement has been reached by that time;

and (3) to continue in full force and effect without resorting to strikes or lockouts, all the terms and conditions of the existing Agreement for a period of sixty (60) days after such notice is given to such State or Federal board or agency or until the expiration of the existing Agreement, whichever occurs later.

17.2 Reopener Language - This agreement shall be automatically reopened for all negotiation items beginning with FY 2018 (July 1, 2018 - June 30, 2020) reported on or about November 1, 2016 in annual audit in the event the revenues to the District's General Fund useable in the year received decline from the total revenues received by the District's General Fund for the previous fiscal year, (audited), by 30% or if the unreserved ending fund balance in the District's General Fund has been budgeted for less than 4% of the actual expenditures from the General fund for the previous fiscal year pursuant to NAC 354.650(1), and the District has fully complied with the provisions of NAC 354.650(1). The parties' agreement to the above procedures constitute compliance with NRS 288,150(2) (w).

17.3 Health Care compliance - In an effort to remain compliant with the requirements of the Affordable Care Act (ACA), the parties agree upon written notification from either party, to reopen the agreement based on any of the following. 1. A change in regulation which in turn causes a reduction to the District's General Fund to fall below 4% pursuant to NAC 354.650(1). 2. A change in premiums exceeding an increase or decrease greater than 25%. 3. A change in policy that, upon review of both parties, may cause significant changes to the plan in regards to coverage, deductibles etc.

18. AGREEMENT BINDING UPON PARTIES

This Agreement shall be binding upon the heirs, executors, administrators, successors, and lessees of the parties hereto. In the event of the reorganization, transfer or change in the method of administering the service provided, the District shall provide the Agreement shall continue in full force and effect with the Union recognized as the proper bargaining representative of the Employees at the facility.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by their respective officers duly authorized to do so this _____ day of _____ 2018.

Employer:

INCLINE VILLAGE GENERAL
IMPROVEMENT DISTRICT

Kendra Wong, Chairwoman

Tim Callicrate, Secretary

Reviewed and Approved:

Steven Pinkerton, General Manager

Jason Guinasso, Legal Counsel

Union

OPERATING ENGINEERS LOCAL UNION
NO.3 of the International Union of
Operating Engineers, AFL-CIO

Russ Burns, Business Manager

Jim Sullivan, Rec. /Corr. Secretary

Tim Neep, Public Employees Director

Phillip Herring, Business Representative

Jeff Bendorf, Steward

EXHIBIT A

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
 Union Salary Ranges
 Supervisor Bargaining Unit
 Effective July 1, 2018

GRADE	HOURLY			BI-WEEKLY			ANNUAL		
	Min	Mid	Max	Min	Mid	Max	Min	Mid	Max
33	\$ 41.38	\$ 49.65	\$ 57.93	\$ 3,310	\$ 3,972	\$ 4,634	\$ 86,063	\$ 103,275	\$120,488
32	\$ 39.41	\$ 47.29	\$ 55.17	\$ 3,152	\$ 3,783	\$ 4,413	\$ 81,965	\$ 98,357	\$114,750
31	\$ 37.53	\$ 45.04	\$ 52.54	\$ 3,002	\$ 3,603	\$ 4,203	\$ 78,061	\$ 93,674	\$109,286
30	\$ 35.74	\$ 42.89	\$ 50.04	\$ 2,859	\$ 3,431	\$ 4,003	\$ 74,344	\$ 89,213	\$104,082
29	\$ 34.04	\$ 40.85	\$ 47.66	\$ 2,723	\$ 3,268	\$ 3,813	\$ 70,804	\$ 84,965	\$ 99,126
28	\$ 32.42	\$ 38.90	\$ 45.39	\$ 2,594	\$ 3,112	\$ 3,631	\$ 67,432	\$ 80,919	\$ 94,405
27	\$ 30.88	\$ 37.05	\$ 43.23	\$ 2,470	\$ 2,964	\$ 3,458	\$ 64,221	\$ 77,066	\$ 89,910
26	\$ 29.41	\$ 35.29	\$ 41.17	\$ 2,352	\$ 2,823	\$ 3,293	\$ 61,163	\$ 73,396	\$ 85,628
25	\$ 28.01	\$ 33.61	\$ 39.21	\$ 2,240	\$ 2,688	\$ 3,137	\$ 58,251	\$ 69,901	\$ 81,551
24									
23									
22									

Exhibit B

Incline Village General Improvement District Effective July 1, 2018 Union Salary Grid and Supervisory Responsibility Supervisory Bargaining Unit				
Supervisor Pay Grade	Job Classification			Highest Position Supervised
32	Fleet Superintendent	Utilities Maintenance Specialist		G-10
31	<u>Chief Chemist</u>			G-9
31	Collection/Distribution Supervisor	Water/Wastewater Supervisor		G-11
30	Compliance Supervisor/ Chief Inspector			G-10
29				
28				
27				
26				
25				

EXHIBIT C
Pay - For - Performance Matrix

Fiscal Year 2018 and 2019

If an employee is on a P I P they will not receive an increase for the year.

COLA floor will be no less than 0% and no cap on the ceiling.

Cost of Living Adjustment March Survey	Performance Evaluation Rating On Anniversary Date of hire	Performance Increase	Total Pay for Performance Increase
Cost of Living Adjustment	NEEDS IMPROVEMENT	- 1 %	= COLA + PERFORMANCE REVIEW
Cost of Living Adjustment	MEETS REQUIREMENTS	+ 1 %	= COLA + PERFORMANCE REVIEW
Cost of Living Adjustment	EXCEEDS REQUIREMENTS	+ 2.5 %	= COLA + PERFORMANCE REVIEW

Example; If COLA is 2.0% + review of 1 % = 3% annual increase for 2018

Example; If COLA is 1.9% + review of 2.5% = 4.4% annual increase for 2019

EXHIBIT D

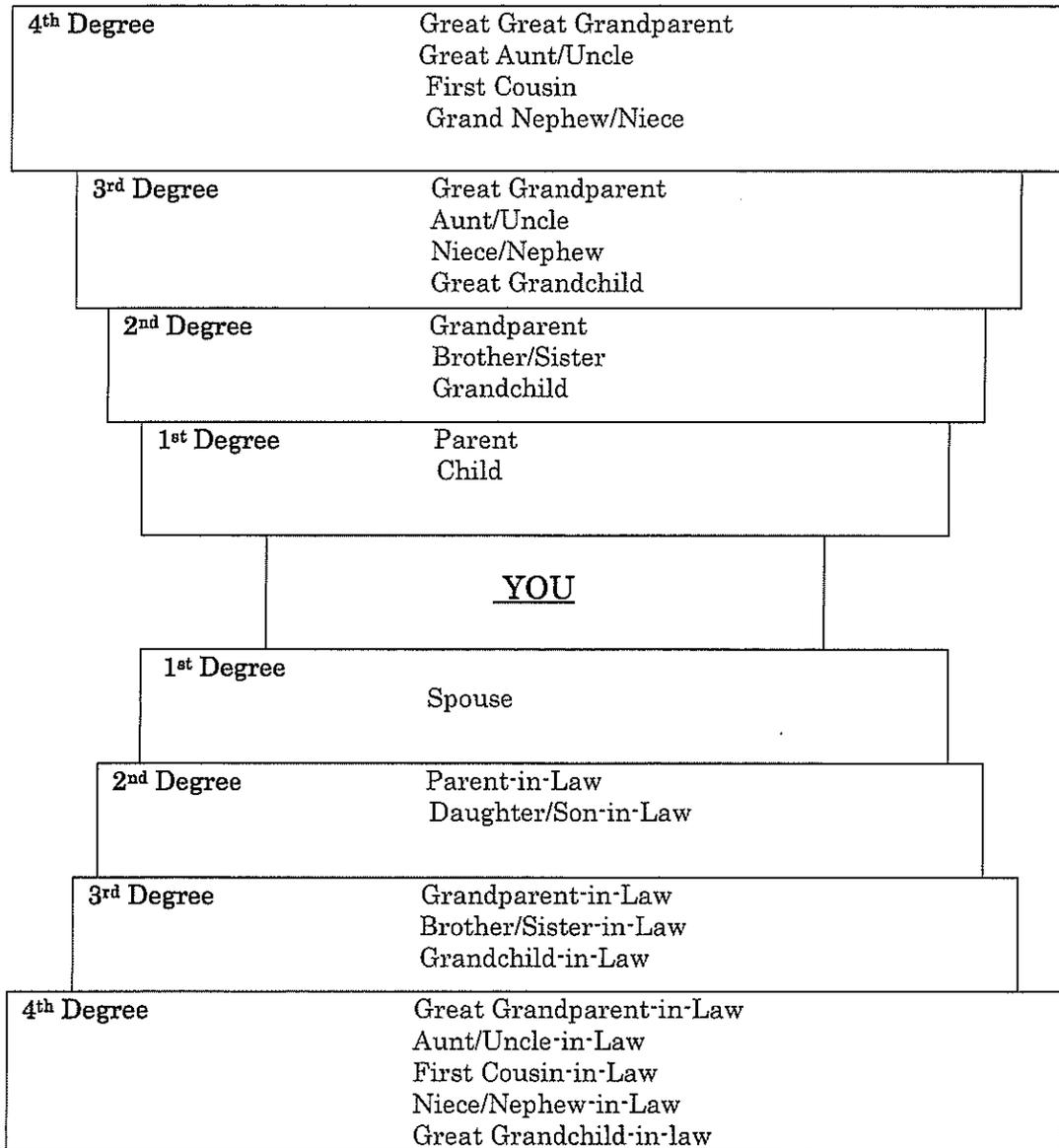
GRIEVANCE FORM

<u>Grievant Name</u>	<u>Date</u>		
<u>Department</u>	<u>Work Telephone Number</u>		
<u>Classification</u>	<u>Date of Incident Giving Rise</u>		
<u>Article(s) & Section(s) of Contract Violated</u>			
<u>Explanation of Grievance (Attach additional sheets if needed)</u>			
<u>Remedy Sought (Attach additional sheets if needed)</u>			
<u>Employee Signature</u>	<u>Date</u>		
<u>Steward Signature</u> <u>If available</u>	<u>Date</u>		
<u>Business Representative/Designee Signature</u>	<u>Date</u>		
<u>TO BE COMPLETED BY THE APPROPRIATE MANAGEMENT REPRESENTATIVE</u>			
<u>Date Received</u>	<u>Date of Meeting</u>	<u>Date of Grievance Response</u>	
<u>Step 1</u> <u>(Attach copy of written response)</u>	<u>Date Received</u>	<u>Date of Meeting</u>	<u>Date of Grievance Response</u>
<u>Step 2</u> <u>(Attach copy of written response)</u>	<u>Date Received</u>	<u>Date of Meeting</u>	<u>Date of Grievance Response</u>
<u>Step 3</u> <u>(Attach copy of written response)</u>	<u>Date Received</u>	<u>Date of Meeting</u>	<u>Date of Grievance Response</u>
<u>Step 4</u> <u>(Attach copy of written response)</u>	<u>Date Received</u>	<u>Date of Meeting</u>	<u>Date of Grievance Response</u>

To Be Completed By The Grievant (Please Print or Type)

Exhibit E

CONSANGUINITY / AFFINITY CHART



Note: Step relationships (step-brother, step-father, etc.) are considered to be the same as blood relationships. Domestic Partners are considered the same as spouse.

MEMORANDUM

TO: Board of Trustees

THROUGH: Steven J. Pinkerton
General Manager

FROM: Gerald W. Eick, CPA CGMA
Director of Finance

SUBJECT: Review, discuss, and possibly adopt Resolution 1864 to augment the District's Operating Budget for Fiscal Year 2017-2018 by \$370,000, through the use of additional revenue of \$850,000 for Community Services Special Revenue Fund to cover additional expenses incurred providing a higher volume of services at the Diamond Peak Ski Resort during the 2017-18 season

STRATEGIC PLAN: Long Range Principle #2 – Finance

DATE: June 1, 2018

I. RECOMMENDATION

Staff recommends that the Board of Trustees takes action to:

1. Adopt Resolution 1864 augmenting the 2017-18 Incline Village General Improvement District Budget, including \$370,000 for the Community Services Special Revenue Fund by utilizing additional resources from the increased revenue of the Community Services Special Revenue Fund for the express purpose of providing resources for costs incurred providing a higher volume service over that included in the May 2017 authorized budget.
2. Authorize Staff to execute all documents and directing the District Clerk to file notice of the augmentation within the State of Nevada Department of Taxation Guidance.

II. DISTRICT STRATEGIC PLAN

Long Range Principle #2 – Finance – With allocated resources, equate service expectations and the capability to deliver.

Review, discuss, and possibly
augment the District's Operating Budget for Fiscal Year
2017-2018 by \$370,000, through the use of additional
revenue of \$850,000 for Community Services Special
Revenue Fund to cover additional expenses incurred
providing a higher volume of services

-2-

June 1, 2018

- Comply with Nevada Revised Statutes and Administrative Code requirement for the budget process and document content.

III. BACKGROUND

The District Community Services Special Revenue Fund contains the budget for most recreation venues. For the fiscal 2017-2018 budget year, the actual revenues have exceeded budget by at least \$850,000 for the Diamond Peak Ski Resort's thanks to its miracle March. April also experienced greater than budgeted activity. Higher volumes have resulted in additional staff time and scalable costs including cost of goods sold. The District's budget compliance is determined based upon total expenditures for the Fund. Compliance is not measured on the net result, nor automatic because there is more revenue. However, when more revenue provides the opportunity, the Board of Trustees need only make a finding and augment the budget for the additional costs as long as they are within the available resources.

IV. BID RESULTS

There is no bid requirement for this action.

V. FINANCIAL IMPACT AND BUDGET

Augmentation of a fiscal budget is allowed when additional resources are available beyond those budgeted. Due to the substantial increase in skier related revenue, the Community Services Special Revenue Fund should end the year with additional revenues of approximately \$850,000. With the increase level of use and volume of customers, comes additional labor and costs to deliver those services. The fiscal 2017-2018 budget was approved with scalability in mind. However, the scalability that has occurred realized increases well in excess of those authorized expenditures as necessary to comply with State Statutes. The amount of additional expenditures related to the ski resort for the Community Services Special Revenue Fund is conservatively at \$370,000

VI. ALTERNATIVES

The Board of Trustees could act to authorize different amounts of either revenue, expenditures or both. However, to not act at all would almost certainly set up the District for non-compliance for its fiscal 2017-2018 budget due to excess

Review, discuss, and possibly
augment the District's Operating Budget for Fiscal Year
2017-2018 by \$370,000, through the use of additional
revenue of \$850,000 for Community Services Special
Revenue Fund to cover additional expenses incurred
providing a higher volume of services

-3-

June 1, 2018

expenditures. Compliance is determined at the fund level against total expenditures.

VII. BUSINESS IMPACT

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

VIII. COMMENTS

Form 4413LGF reflects an increase of expenditures of \$370,000 for the ski resort. Since the opening Community Services Special Revenue Fund Balance is also known to differ from the original Form 4404LGF, with the completion of the audit after the budget was adopted, staff has included that known factor in the form set. However, the justification for, and source of, the augmentation is intended to be exclusively the additional revenue generated by a larger ski customer volume.

Trustee Horan seconded the motion. Chairwoman Wong asked for any further comments, receiving none, called the question – the motion was passed unanimously.

G.2. Review, discuss and possibly authorize Form 4404LGF as the IVGID 2018-2019 “TENTATIVE” Budget for filing with the Nevada Department of Taxation by April 16, 2018 (Requesting Staff Member: District General Manager Steve Pinkerton and Director of Finance Gerry Eick) *(was General Business Item G.3.)*

Director of Finance Eick gave an overview of the submitted memorandum.

Trustee Dent said on agenda packet page 195, at the top, should that read 2018/2019. Director of Finance Eick said yes.

Chairwoman Wong asked Staff to talk about the negative number from Diamond Peak contributing to operating. Director of Finance Eick said that in essence that Diamond Peak is able to bring down the fee and thus it is reflected as a negative. Diamond Peak provides resources to other Community Services operations. Chairwoman Wong said that intuitively it makes sense but that it is odd to have a negative number on the schedule.

Director of Finance Eick continued his overview.



Chairwoman Wong asked if the Board should be expecting an augmentation for 2017/2018. Director of Finance Eick said yes, it is possible and if it is done, it will be at the June 13, 2018 meeting but that Staff will have to wait and see how everything shapes up.

Trustee Horan said that the State of Nevada is a confusing form to say the least and that he has spent time with Staff and he can say that these numbers will tie back to the State form. Director of Finance Eick said that the comment was made, regarding pages 194 and 196, that this is like a checkbook and make it all fit in there.

Trustee Dent said, referencing agenda packet page 157, the full time equivalents for food and beverage at the beaches, and then going to agenda packet page 166, it shows it as increasing by ten; is that correct. Director of Finance Eick said yes. Trustee Dent said these are seasonal workers so it is more like twenty five. Director of Finance Eick said that not all of the ten apply to seasonal workers and there is an additional person in Engineering

Resolution No. 1864

**A RESOLUTION TO AUGMENT THE FISCAL YEAR 2017/2018 BUDGET OF
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**

WHEREAS, total resources of the Community Services Special Revenue Fund for the Incline Village General Improvement District were budgeted to be \$30,507,317 on July 1, 2017; and

WHEREAS, the total available resources are now determined to be \$31,824,655, and

WHEREAS, said additional unanticipated resources are as follows: \$850,000 in additional charges for services for operations of the Diamond Peak Ski Resort, and

WHEREAS, there is a need to apply \$370,000 of these excess resources in the **Community Services Special Revenue Fund** to expenditures arising from the higher volume of activity for the Diamond Peak Ski Resort function, and

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the **Incline Village General Improvement District** shall augment its Fiscal Year 2017/2018 budget by appropriating \$370,000 of additional charges for services from the **Community Services Special Revenue Fund** thereby increasing its appropriations from \$15,975,174 to \$16,345,174. A detailed schedule (Form 4413LGF) for the Community Services Special Revenue Fund is attached to this Resolution and by reference is made a part thereof.

IT IS FURTHER RESOLVED, that the District Clerk shall forward the necessary documents to the Department of Taxation, State of Nevada.

PASSED, ADOPTED, AND APPROVED the 13th of the June, 2018.

I hereby certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted at a regularly held meeting of the Board of Trustees of the Incline Village General Improvement District on the 13th day of June, 2018, by the following vote:

AYES, and in favor thereof, Trustees
NOES,
ABSENT,

Kendra Wong
Chairwoman, IVGID Board of Trustees

ATTEST By: _____
Susan A. Herron, District Clerk

REVENUES	FINAL BUDGET	REVISIONS	REVISED REVENUE RESOURCES
Charges for Services			
Championship Golf Course	3,687,462	-	3,687,462
Mountain Golf Course	683,670	-	683,670
Facilities (Chateau & Aspen Grove)	358,225	-	358,225
Ski	8,268,215	850,000	9,118,215
Community Programming	1,266,772	-	1,266,772
Parks	54,400	-	54,400
Tennis	167,500	-	167,500
Recreation Administration:			
Punch Cards Utilized	(510,000)	-	(510,000)
Facility Fee			
Championship Golf Course	794,818	-	794,818
Mountain Golf Course	508,028	-	508,028
Facilities (Chateau & Aspen Grove)	458,864	-	458,864
Ski	221,238	-	221,238
Community Programming	1,294,652	-	1,294,652
Parks	958,698	-	958,698
Tennis	163,880	-	163,880
Recreation Administration	1,376,592	-	1,376,592
Other miscellaneous			
Operating Grants	17,000	-	17,000
Investment income	48,000	-	48,000
Cell Tower Leases	86,400	-	86,400
Sale of Assets	-	-	-
Interfund services (green spaces)	91,000	-	91,000
Intergovernmental (IV high school fields)	31,100	-	31,100
Miscellaneous other	-	-	-
Subtotal	20,026,514	850,000	20,876,514
OTHER FINANCING SOURCES (specify)			
Transfers In (Schedule T)			
From Internal Services Fund	645,000	-	645,000
SUBTOTAL OTHER FINANCING SOURCES	645,000	-	645,000
TOTAL BEGINNING FUND BALANCE	9,835,803	484,338	10,320,141
TOTAL AVAILABLE RESOURCES	30,507,317	1,334,338	31,841,655

Incline Village General Improvement District
Schedule B - Community Services Special Revenue Fund
REVISED REVENUE SCHEDULE

EXPENDITURE BY FUNCTION AND ACTIVITY	FINAL BUDGET	REVISIONS	REVISED EXPENDITURES
Championship Golf Course			
Salaries and Wages	1,335,797	-	1,335,797
Employee Benefits	434,814	-	434,814
Services and Supplies	2,097,883	-	2,097,883
Subtotal Championship Golf Course	3,868,494	-	3,868,494
Mountain Golf Course			
Salaries and Wages	381,142	-	381,142
Employee Benefits	111,183	-	111,183
Services and Supplies	543,442	-	543,442
Subtotal Mountain Golf Course	1,035,767	-	1,035,767
Facilities (Chateau and Aspen Grove)			
Salaries and Wages	89,577	-	89,577
Employee Benefits	49,752	-	49,752
Services and Supplies	357,745	-	357,745
Subtotal Facilities	497,074	-	497,074
Ski			
Salaries and Wages	2,544,098	250,000	2,794,098
Employee Benefits	938,084	85,000	1,023,084
Services and Supplies	3,218,973	35,000	3,253,973
Subtotal Ski	6,701,155	370,000	7,071,155
Community Programming (including Rec Center)			
Salaries and Wages	1,062,970	-	1,062,970
Employee Benefits	346,410	-	346,410
Services and Supplies	905,581	-	905,581
Subtotal Community Programming	2,314,961	-	2,314,961
Parks			
Salaries and Wages	335,654	-	335,654
Employee Benefits	85,271	-	85,271
Services and Supplies	429,924	-	429,924
Subtotal Parks	850,849	-	850,849
Tennis			
Salaries and Wages	149,310	-	149,310
Employee Benefits	26,249	-	26,249
Services and Supplies	102,869	-	102,869
Subtotal Tennis	278,428	-	278,428
Community Services Administration			
Salaries and Wages	142,242	-	142,242
Employee Benefits	53,704	-	53,704
Services and Supplies	232,500	-	232,500
Subtotal Comm. Serv. Administration	428,446	-	428,446
Subtotal	15,975,174	370,000	16,345,174
OTHER USES			
CONTINGENCY (not to exceed 3% of Total Expenditures)	475,000	-	475,000
Transfers Out (Schedule T)			
Community Services Capital Projects	2,704,020	-	2,704,020
Comm. Serv. Cap. Projects (carryover projects)	1,300,000	-	1,300,000
Comm. Serv. Cap. Projects Parasol Modification	1,600,000	-	1,600,000
Community Services Debt Service	1,311,040	-	1,311,040
Total Expenditures and Other Uses	23,365,234	370,000	23,735,234
ENDING FUND BALANCE	7,142,083	964,338	8,106,421
TOTAL COMMITMENTS & FUND BALANCE	30,507,317	1,334,338	31,841,655

Incline Village General Improvement District
Schedule B - Community Services Special Revenue Fund
REVISED EXPENDITURE SCHEDULE

MEMORANDUM

TO: Board of Trustees

THROUGH: Steven J. Pinkerton
General Manager

FROM: Indra Winquest
Director of Parks & Recreation

SUBJECT: Review, discuss, and possibly approve Beaches 101
Draft Agenda for the July 11, 2018 Community Workshop

STRATEGIC PLAN: Long Range Principle 4 – Service
Long Range Principal 5 – Assets and Infrastructure
Long Range Principal 6 – Communication

DATE: June 1, 2018

I. RECOMMENDATIONS

That the Board of Trustees review, discuss and approve an agenda for the Beaches 101 Community Workshop on July 11, 2018.

II. DISTRICT STRATEGIC PLAN

Long Range Principle 4 – Service
Long Range Principal 5 – Assets and Infrastructure
Long Range Principal 6 – Communication

III. BACKGROUND

On June 4, 1968, IVGID purchased the beaches from Crystal Bay Development Company for \$2.1 Million. The purchase was funded through the issuance and sale of revenue bonds in the amount of \$2.685 million to cover the purchase price and create sufficient reserve funds for the first year's interest and one year of principal and various expenses of the bond issue.

Incline Village has changed dramatically over the past forty years, as have the governance and operations of the beach properties. There has been plenty of community discussion over the years that has played a huge role in shaping the

beach properties into what they are today. It is important that the community, staff, and the Board of Trustees focus on the future of the beach operations ensuring that the overall experience meets the needs and expectations of the community while being fiscally responsible.

At the Board Meeting on April 11, 2018 during the community services update, the Board of Trustees selected July 11, 2018 for a Beaches 101 community workshop. Additionally, staff offered suggestions and ideas for potential topics, structure, and an overall format the workshop. After discussion amongst the Board of Trustees and Staff, Staff was directed to bring back a draft agenda for the community workshop at the June 13 Board of Trustees meeting.

Agreed upon topics for discussion included the history of the beach properties, chronological timeline of key events, board policies and decisions, Ordinance 7, litigation history, frequently asked questions, beach access and operations. Staff is proposing a format that includes in order:

- Demographic Polling
- Power Point Presentation (Historical/Informational)
- Question and Answer with Staff
- Face to Face breakout sessions with Staff

Staff is confident that this format will provide an efficient and beneficial opportunity for members of the community to understand the past, present, and future of the beach properties through an educational and interactive process.

IV. FINANCIAL IMPACT AND BUDGET

None at this time.

V. ALTERNATIVES

Board of Trustees can approve the draft agenda with required revisions.

VI. COMMENTS

Community input and feedback will be a crucial aspect of the community workshop. This information will aid in providing a roadmap for next steps and potential action items related to the beaches, long-term capital plan, its operations, and service levels.

E. APPROVAL OF AGENDA (for possible action)

Chairwoman Wong asked for changes to the agenda. Trustee Callicrate asked for a flexible agenda as he feels that many folks would like to hear about the lot sales as well as the resolution on the Recreation Fee. Chairwoman Wong said so did Trustee Callicrate want to reorder the agenda or simply have a flexible agenda. Trustee Callicrate said he would like to move up General Business Items G.3. and G.4. after General Business Item G:1.

Chairwoman Wong restated the order of General Business Items as being 1 stays as 1, then 3 will become 2, 4 will become 3, 5 will become 4, and 2 will drop to 5. No other changes were offered so Chairwoman Wong approved the agenda as revised.



F. DISTRICT STAFF UPDATES

F.1. Verbal Update – Community Services/Beaches to include additional feedback on Beach Operations (Ordinance 7 Board Work Plan Item) and propose a date that will be confirmed during the review of the Long Range Calendar, for the summer, to have a Beaches 101 Presentation (recorded) (Ordinance 7 Board Work Plan Item) (Director of Parks and Recreation Indra Winquest)

Director of Parks and Recreation Indra Winquest gave a presentation which is incorporated herewith by reference.

Director of Parks and Recreation Winquest made a point to clarify, to a related public comment made by Ms. Martini, that Brimm's declined to provide services at the beaches going forward and that he has a letter to that effect in which the Brimm's thanks the District for the years for partnership and that they are moving onto other projects.

Trustee Morris said each year we always come down to the wire with Red, White and Tahoe Blue and asked if Staff thinks that process will happen a little earlier this year. Director of Parks and Recreation Winquest asked Red, White and Tahoe Blue Chairman Brad Perry to come forward and speak. Mr. Perry said that this is the third time they have submitted to Washoe County and that the most recent permit submitted is a one hundred and sixty three page document. It is the most rigorous effort put forth which will clear up some ambiguity and he is hopeful that this is the last year we will operate

from scratch. He understands the obligation by the agencies and Red, White and Tahoe Blue's intention is that this is the most complete application that was submitted today and that it will be approved very quickly. He is hoping to get this before the IVGID Board at its April 25, 2018 meeting and thus get it done earlier. Director of Parks and Recreation Winquest reminded the Board he doesn't bring the Memorandum of Understanding to them until the other agencies have signed off and if not at the April 25, 2018 meeting then the first Board meeting in May. The Board thanked Mr. Perry for the information.

Director of Parks and Recreation Winquest then provide the following punch card data to the Board and members of the public present:

For Fiscal Year 2012-2013 there were eighty six total additional punch cards sold to sixty seven unique parcels;
For Fiscal Year 2013-2014 there were ninety seven total additional punch cards sold to seventy two unique parcels;
For Fiscal Year 2014-2015 there were one hundred and nine total additional punch cards sold to seventy seven unique parcels;
For Fiscal Year 2015-2016 there were ninety two total additional punch cards sold to sixty nine unique parcels;
For Fiscal Year 2016-2017 there were one hundred total additional punch cards sold to seventy three unique parcels with 12,183 all area punch cards issues; and
For Fiscal Year 2017-2018, to date, there have been sixty six additional punch cards sold to fifty one unique parcels with 4,728 all area punch cards issued year to date.

Trustee Horan thanked Staff for the data on the punch cards and said that Staff is doing a terrific job in finding out who is one our beaches and that data, by user, would be very useful.

Trustee Callicrate said that this was a great overview and that when we get the information out there for planning, etc. Staff needs to make sure we hit the property owners first and foremost and then the daily users and if you have what Ordinance 7 is with a title then there will be a large participation.

Trustee Dent asked if Staff would e-mail the list on the data on the punch cards to the Board.

Chairwoman Wong said that in the Beaches 101 presentation, we should include a status report of the Incline Beach House project.

Trustee Morris suggested, for the onsite beach outreach, to include a question box at the beaches such that our users can submit questions they want answered and then the Board can review those at the last minute.

Parks and Recreation Director Winquest said that Staff wants to do this when the most people are in town and in particular both full and part time residents.

Trustee Dent asked, regarding the data, since punch cards can be used at other venues, can you provide the data on the usage at the different venues. Director of Parks and Recreation Winquest said yes that Staff can get that data and that the largest usage is at the beaches followed by the golf courses. Chairwoman Wong said she would like to see all punch card data.

Chairwoman Wong called for a break at 7:03 p.m.; the Board reconvened at 7:15 p.m.

F.2. Verbal Update – Preview of 2018 Golf Season (Director of Golf Michael McCloskey)

Director of Golf Michael McCloskey gave a presentation which is incorporated herewith by reference. Grounds Superintendent Jeff Clouthier also participated in the preview.

Trustee Morris said that he heard just yesterday that one of the fairways had a river coming down it. Grounds Superintendent Clouthier said that we have a couple of areas on the golf course where we get surface runaway and that Staff is actively working on containing that and that is not affecting things down stream.

Chairwoman Wong thanked Staff for all their hard work.

Director of Golf McCloskey said he wanted to do a public safety notice to both walkers and dog walkers on the golf courses – obviously with the increased maintenance and activity, the walkers need to please stay on the paths and with the dog walkers, please keep your dog on leash as well as on the paths. This is a concern because of safety and as Staff starts its work,



Beaches 101 Draft Agenda for July 11, 2018



**Director of Parks & Recreation
Indra Winquest**



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Beaches 101 Draft Agenda – July 11, 2018

Meeting Format

- Demographic Polling
- Power Point Presentation of chronological history of Beach properties including purchase, annexation of parcels, facility fee support, litigation, governance (Ordinance 7), operations, data, Frequently Asked Questions, and update on Beach House Project
- Question and Answer (Q&A) with General Manager and Director of Parks & Recreation (questions to be submitted prior to Q&A and should be related to discussion topics)
- Break out session with Staff stations for further Q&A



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Beaches 101 Draft Agenda – July 11, 2018

History

- Beach Deed
 - Review and discuss
 - Annexation
- Financial History
 - Purchase of Beaches/Bond Issuance
 - Beach Facility Fee support
 - Current Financial Data



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Beaches 101 Draft Agenda – July 11, 2018

- Chronological History of Key Dates
 - Board Decisions
 - Litigation
 - Annexation of Parcels
 - Community Discussion
 - 2007/08 Working group
 - Beaches Master Plan
- Governance & Policies
 - History of Ordinance 7
 - Policy 136
 - Beach Deed



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Beaches 101 Draft Agenda – July 11, 2018

- Beach Access
 - Operations (to include service levels)
 - Data (10 year history by user type)
 - Frequently Asked Questions (FAQ's)
 - Beaches Master Plan
- Update on Beach House Project



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MEMORANDUM

TO: Board of Trustees

FROM: Steven J. Pinkerton
General Manager

SUBJECT: General Manager's Status Report
Prepared for the meeting of June 13, 2018

DATE: June 5, 2018

Financial Transparency

The Monthly District Financials are posted on the Financial Transparency page <https://www.yourtahoepace.com/ivgid/financial-transparency>. May will be posted shortly.

We have one month remaining in the budget year. Revenues continue to come in better than expected while overall expenses are below budget. Thanks to our Miracle March and April, Diamond Peak is now well ahead of their revenue projections. Overall, net revenue should exceed budget projections by \$500,000.

Due to the increased volume of activity at Diamond Peak, we will be presenting a budget augmentation request to the Board of Trustees at the June 13, 2018 meeting.

Another recent post on the Financial Transparency page is the Capital Improvement Expenditures and Debt Service Expenditures for the Three Quarters Ending March 31, 2018. This is available by clicking on the Capital Improvement Projects icon on the page.

Also, as noted the last five months, the Capital Improvement Project Expenditures for the Year Ending June 30, 2017 is posted in the Capital Improvement Projects section of the Financial Transparency page. This is the information that was presented at the October 25, 2017 Board of Trustees Meeting.

In addition, on the Long Range Calendar, we have scheduled September 11, 2018 for a detailed public presentation on the Capital Improvement Projects Budget.

Venue Status Reports

Just a reminder that Venue Status reports are available on a monthly basis for key venues and operations. Reports are prepared for Public Works, Parks & Recreation, Finance/Accounting, Risk Management, Human Resources and Ski and Golf when they are in season.

These reports are used to provide the Board of Trustees and the community with a summary of the activities for each venue, including significant expenditures performed under the General Manager's authority. In addition, it provides real time updates of construction in progress. For example, the April Public Works Status Report provides detailed information on the four major projects currently underway. It notes the Original Contract Amount, Change Orders to Date, Current Total Contract Amount, Total Payments for Work Completed to Date, and Current Balance to Completion (including retainage).

The Public Works Status Report also notes the additional construction contracts issued each month.

The reports are typically posted by the middle of each month and can be accessed on the District's "Resources" web page.

Bidding Opportunities

The District's "Resources" web page also includes a Bidding Opportunities link for businesses and the community.

Invitations to Bid, a quarterly update of projects awarded in excess of \$25,000 in value since April 30, 2015, along with a link to pertinent Nevada Revised Statutes (NRS) code sections related to procurement and contracts are included in this section of the web page.

In addition, it includes a link to planetbids.com, which is where interested parties can search for District bid opportunities and review all bid documents. For recent bidding opportunities, it includes a list of prospective bidders and bid results.

Mountain Course Promotion

At the previous Board of Trustees Meeting, a member of the public expressed concerns about a current promotion at the Mountain Golf Course not being available at other venues, particularly the Tennis Center.

In April, the Board of Trustees approved a promotion wherein Mountain Golf Course play passes could be purchased in part or whole via the use of expiring punch cards. As part of the promotion, each dollar of punch card remaining value would be credited at fifty cents.

The goal of the promotion was to increase play at the Mountain Course and determine the community interest in potentially expanding the use of punch cards, albeit at a reduced value.

Staff considered the use of the promotion at other venues, but had concerns that as a "proof of concept", it needed to be limited in scope in order to minimize the potential negative impacts from unforeseen operational issues that could arise.

In order to better communicate our reasoning to the public, Staff hosted a meeting at the Tennis Center on Thursday, May 17 at 5:30 pm. Attendees were informed about this year's promotion being a proof of concept and that other venues would be possibly included in any possible future promotions.

Capital Projects Update

Incline Park Ballfields Renovations

The project formally advertised for bids on April 27th with bid opening on May 24th. No bids were received. Staff has consulted with the project donor, as well as the bidders that had expressed interest in the project, and the project will be rebid in this fall with a construction schedule covering May through October 2019. Rebidding in the fall will allow any prospective bidders to pursue the project early in their 2019 bidding schedule. Allowing a longer construction window will help reduce any potential schedule risk to the perspective bidders in hopes of increasing bidder interest.

Public Works Storage Building

Work on the project is substantially complete with only a few punch-list items remaining. Remaining work includes final change order negotiation and project close-out activities.

Sewer Pump Station 8 Improvements

Work is substantially complete and the station is in service. Remaining work includes project close-out activities.

Effluent Export Pipeline Repairs

All thirteen repair locations have been completed. Select concrete curb repair, permanent guard rail repair, and final pavement restoration will be completed over the course of the summer of 2018. Granite will be completing the remaining work items in alignment with completion of similar work elsewhere on the project. Curb repair and guard rail replacement is tentatively scheduled for late June with paving likely not occurring until August or September.

Wastewater Treatment Plant Operations Space Reconfiguration

Work is substantially complete with final punch-list items and project close-out remaining.

Robert and Robin Holman Family Bike Park

The first phase of this project is complete and included a beginner pump track; beginner, intermediate, and advanced flow trails; installation of District-supplied ramps; temporary and permanent BMPs; and drainage improvements. Additional prefabricated ramps for completion of the advanced flow trail, under the existing Phase I contract with Sierra Trail Works, were completed in May and the park is open to the public. The underground and rough grading of the advanced pump track was put out to bid in May, however, bids received exceeded currently available grant funds. Construction of the advanced pump track will occur once additional project fund raising is sufficiently in hand with ITF. In order to minimize the impacts of construction to public use during the inaugural season and to allow additional time for project fundraising, planned work for this season will focus only on installation of site signage and a drinking fountain.

Other Projects

A variety of smaller projects including flatscape improvements, pavement maintenance, and other facility improvements throughout the District is currently underway and scheduled for completion by mid-month.

Citizen Survey Tool

As you know, the District has an agreement with OpenGov.com to provide a data tool to provide the opportunity for citizens to view, filter, and analyze IVGID's financial data.

The District has amended its agreement with OpenGov to add their *Open Town Hall* citizen engagement platform to enhance our ability to receive feedback from the community.

This community survey tool is already used by Washoe County along with many other public agencies. We expect to have the platform ready within the next few weeks and hope to issue our first survey this month.

As an existing OpenGov customer, we received a 45% discount on the list price and will receive the service for an annual cost of \$6800. There is no cap on the number of surveys we can issue.

Washoe County Federal Lands Bill

On April 27, 2018, I sent the following email to each Trustee:

Good Afternoon:

As you know, the Board of Trustees approved a resolution on December 14, 2016 in support of the proposed Federal Lands Legislation and identified a number of properties within our community to include for possible transfer to IVGID.

The District has worked collaboratively with Washoe County staff, along with our federal office holders over the past year and a half in support of this effort. As you also know, IVGID has spent the past few decades conducting a very active fuels management and forest health program on the IVGID lands surrounding our community. Acquisition of these key parcels would assist in expanding those efforts to ensure the lands that comprise the Wildland Urban Interface surrounding our community and District owned facilities are proactively managed to mitigate the risks of high severity wildfires. Acquisition would also help enhance the quality of public recreation available to the residents and visitors to the communities of Incline Village and Crystal Bay.

I understand that the Washoe Tribe has now expressed interest in the parcels requested by the District for the Lands Bill.

The Tribe has expressed interest in parcels during the previous Federal Legislative processes, so this was not entirely unexpected.

I will be reaching out to the Washoe Tribe and will coordinate discussions with the Tribe and Washoe County to discuss the mutual interests in the parcels and reach a positive outcome. I will keep you informed as the process moves forward.

*Thanks,
Steve*

There is no further update at this time regarding the information in the email.

MINUTES

REGULAR MEETING OF MAY 9, 2018 Incline Village General Improvement District

AS AMENDED

The regular meeting of the Board of Trustees of the Incline Village General Improvement District was called to order by Chairwoman Kendra Wong on Wednesday, May 9, 2018 at 6:00 p.m. at the Chateau located at 955 Fairway Boulevard, Incline Village, Nevada.

A. PLEDGE OF ALLEGIANCE*

The pledge of allegiance was recited.

B. ROLL CALL OF THE IVGID BOARD OF TRUSTEES*

On roll call, present were Trustees Matthew Dent, Peter Morris, Phil Horan, Tim Callicrate, and Kendra Wong.

Also present were District Staff Members Director of Finance Gerry Eick, Director of Parks and Recreation Indra Winquest, Director of Information Technology Jeremy Breeden, and Director of Asset Management Brad Johnson.

Members of the public present were Steve Dolan, Lynn Whetstone, Steve Price, Cliff Dobler, Ellie Dobler, Mike Menath, Aaron Katz, Andy Whyman, Barbara Perlman-Whyman, Gene Brockman, Shirley Altick, Margaret Martini, Joe Shackford, Kaye Shackford, and others.

(41 individuals in attendance at the start of the meeting which includes Trustees, Staff, and members of the public.)

B.2. ROLL CALL OF THE CANDIDATES FOR IVGID BOARD OF TRUSTEES*

On roll call, present were Trustee candidates Tim Callicrate, Sara Schmitz, Bruce Simonian, and Kendra Wong. Trustee candidates Tony Robinson and Benicia Price were absent.

C. PUBLIC COMMENTS*

Lynn Whetstone said that she sent the Board an e-mail about the current Mountain Golf Course promotion and that it was mentioned that it was a pilot project. Her

concern is Tennis as it is on the same time frame and that this promotion was done without saying anything about it being a pilot program so why not include Tennis. A whole lot of Tennis players aren't in town so she is here tonight to represent the Tennis players. In looking at tonight's agenda, specifically the General Manger's report, the Board asked him to look at this, and she is referencing agenda packet page 113, which demonstrates another part of the problem of not being included in this promotion. There are quite a number of things, at the Tennis Center, that could be set up to help for pay for them such as passes, clinics, purchases from the Tennis shop, etc. She is hopefully that sooner than later Staff will look at doing something at Tennis which would help us use our punch cards. Adding Tennis to the pilot program won't be that expensive as those who play the Mountain Golf Course typically play Tennis. She would be happy to work with Staff on this endeavor.

Margaret Martini read from a prepared statement which is attached hereto.

Aaron Katz said he is going to talk tonight about one of the main problems with IVGID so the less knowledgeable can look at it. We have a Staff who parse the assets to favored collaborators – there is a massive giveaway to the school district, etc. that is costing us millions of dollars a year. When he makes a public records request, he gets a garbage response. Does Staff give him what he wants – no. When he comes to the Board, they don't do something. We have an incompetent Staff who is earning \$100,000 a year so do something about it. On EXL Media, the venues exist for our benefit. Did Staff go out to bid for these services, no, rather they tell us this is professional services. This is not professional services so why circumvent public bidding. Fifteen percent is the standard on sales yet IVGID is paying twenty four percent to EXL Media – that is outrageous. Don't spend this money because we can loss \$420,000 and break even. We won't lose any revenue which proves the point that this is a wasteful expenditure. EXL Media is a dirty member of the community who doesn't need trade because the principal of the company was getting herself a Recreation Center membership and ski tickets for her staff.

Steve Dolan said after the last meeting, that he is man of his word, thus he gave the Board a list of the things that were beneficial for public comments. At the last meeting, the Chair asked him to leave and he did – he was evicted from the meeting. In addition, please recall what he handed in on April 25 and that he hopes that all of you registered that during his public comments. Trustee Callicrate asked two of his questions. It is his hope that this Board will return to public comment on agenda items that they are voting on. Last week, he had the opportunity to engage the Engineering Department with a question and he experienced a friendly

response and a determined effort to answer, Staff dug into the question and within five hours he had an answer to his question so he wants to thank Staff for quick response.

Iljosa Dobler read from a prepared statement which is attached.

Cliff Dobler said that this Board is being asked to be approve a contract to construct crew quarters which is an asset of the Utility Fund. This contract plus other costs and past expenditures total \$228,174. The 2017/2018 Capital budget only provides \$75,000. for this project and the estimates are now three times the original budget that was done only eleven months ago. Continuing another slick request by management for \$153,000 of resources for the budget overruns from a future budget which does not even exist and has not been approved. There are no future resources other than continuing to rape monies from the effluent pipeline, this is absolutely mind boggling as the resources must come from the resources in the current budget as you can't reach forward to a future budget. Mr. Dobler then read from the Capital Planning policy and stated that the Board needed to do an amendment. Regarding budget authority, the General Manager wants you to believe he can spend our money in any way he desires if the spending stays within the entire annual budget and this means he can add or delete projects as he sees fit. How is this possible as he must comply with the Board practice that requires he stay within the capital budget that the Board actually approved. Why have a line item budget if the General Manager has unlimited discretion to move money around as he feels like? There has been no Board approval for any of this shuffling activity and no oversight as the actual results aren't even provided until October which is five months after the end of the fiscal year. What is equally unacceptable, contradictory and false is Staff's narrative that the capital improvement budget stating that the amount of the capital project budget may need to be amended from time to time and those budget amendments would transfer funds from one project to another the General Manager can approve budget amendments below \$50,000 and the Board of Trustees must approve budget amendments above \$50,000; there is no Board policy or practice to that which would validate that statement. There has never been any budget amendments transferring budget from one project to another. This construction contract cannot be approved until a proper budget amendment is initiated and approved complying with the Board practices along with disciplinary action with Staff for their false written statements. A state budget augmentation is not a Board policy. A state budget augmentation is quite different than what the Board's policy is.

Sara Schmitz said she is a candidate for IVGID Trustee and stated that she submitted a letter to the Board. Ms. Schmitz said she wanted to highlight one

section in which the beginning states that this Board packet is once again incomplete because Trustee Callicrate has requested multiple times for the contracts to be included and that public correspondence is once again missing. Trustees, you are our fiduciaries and that any Trustee approving a contract without reading it is not doing their job. Ms. Schmitz then said she has a suggestion about public unrest - the public has been upset and that they are upset about the money spent with FlashVote. There has been a lot of discussion about the General Manager's fifty thousand dollars of discretionary funds so why doesn't the Board just make a simple request that on a monthly basis that the General Manager provide, for the Board and the public, the spending he has opted to do. It will protect the General Manager and avoid surprises; she hopes that the Board will take that suggestion into consideration.

Mike Abel read from a prepared statement which is attached hereto.

Dan Solaro, Washoe County Assistant County Manager, said he wanted to get some information out and that is that 855 Alder has been opened as a Seniors/ Service Center and that they are in a soft launch period with hours being Monday, Wednesday, and Friday, from 1 p.m. to 5 p.m. Washoe County is requesting volunteers and Mr. Solaro said he had some cards about their 311 program which, when one calls, connects you to a live person to request support and volunteer their time and that he will be leaving the informational cards at the back of the table. On May 18 from noon to 2 p.m., there will be an open house with a variety of agencies in attendance. Washoe County is working on a donation program and working on getting that information out, through the Bonanza, etc. 311 was in the news and it is a direct call center for all things Washoe County.

Andy Whyman said he was going to make comments that would be mercifully brief and asked that the Board take what he is about to say in spirit of making a contribution. It is profoundly clear that you are a dysfunctional Board. The Board has done a great deal of speaking articulately to the public and there are facts that go along with that. There are those in our community who make routine appearances before this Board and who say the same thing. We have five people listening - two agree, three who don't and formula doesn't change but it may at the next election. There are a few contributions he would like to make and Mr. Whyman proceeded to read from the Washoe County admonitions regarding public comments. The Open Meeting Law doesn't expressly limit responses except to correct factual inaccuracies. On factual inaccuracies, he would like to see the Board spend more time correcting any so because as we sit here and listen, we, the public doesn't have any idea if there are inaccuracies.

Frank Wright said he doesn't agree with Mr. Whyman. We have Trustees that I would like to ask questions of – are you familiar with the land being given to the Indians? How about you Mr. Dent? Trustee Dent responded that he was not familiar with any of it and that he read about it in the newspaper. Mr. Wright said so we have one Trustee not familiar. Mr. Wright then asked Trustees Horan and Wong if they were familiar with the topic; both Trustees Horan and Wong answered in the affirmative. Mr. Wright continued and said that this land deal is a mess and we have spent a million dollars on a deal we can't go forward with. Did this Board give the General Manager authorization? Why did he put rocks in front of you because you are rocks who are out of the loop and not part of our governing process. He got those rocks outside and they do nothing, just like you, who do nothing. You are blowing our money and if the Chair wants to dispel the facts, she is going to make an announcement that she is going have Staff help her with. Are you going to deny it? Use Staff or are you going to deny. Keep the rocks.

Joe Shackford passed when called upon to speak.

Kaye Shackford read from a prepared statement which is attached hereto.

John Eppolito said he agrees with Steve Dolan, agree with some of what Margaret Martini said and that he especially agrees with Andy Whyman. He knows you are individually good people but he has learned that two people are left in the dark and these two people were voted in yet you are disrespectful to them. When it comes from the General Manager, you are a pawn and while he doesn't know what the attorney is up to, it is very painful to watch you. The last General Manager wouldn't have allowed it but this one does and it is painful to watch. He is embarrassed and wish you guys were too.

Steve Price said the tone is going to change right now and that on behalf of the Vets Club, he wants to thank the Board and the Staff for the support they have given the Vets Club. The Vets Club works hard to raise funds for various activities. One of them is a community event that they have which is the Memorial Day ceremony which is open to all, it is held on May 28 from 1 p.m. to 3 p.m. which is then followed by reception. There second event is fundraiser that is held on the 4th of July and it honors five World War II veterans who are in our community. Lastly, our Village Library has arranged for the Woodwind Quartet to perform on the May 22 and thanked Trustee Callicrate for offering some locations. Lastly, on November 13, there is another event which is a demonstration. The Vets Club has a very active board and membership and he hopes all will attend these events. Mr. Price closed by asking all to remember the Memorial Day event on May 28 from 1 p.m. to 3 p.m. at the Chateau.

D. APPROVAL OF AGENDA (for possible action)

Chairwoman Wong asked for changes to the agenda, none were made, so Chairwoman Wong said that the agenda is approved as submitted.

E. DISTRICT STAFF UPDATES*

E.1. Provide a verbal update on the status of the 2018 Memorandum of Understanding with Red, White and Tahoe Blue – Director of Parks and Recreation Indra Winquest

Director of Parks and Recreation Indra Winquest gave a verbal update.

Trustee Callicrate said thank you and said that he is a former chair of Red, White and Tahoe Blue (RWTB) and was on their Board for three years and prior to that, for one year, he worked behind the scenes. He currently doesn't belong to that Board and hasn't for the past year and a half. Trustee Callicrate asked about the traffic plan which he recalls that IVGID and RWTB split the cost for and asked if Washoe County was not pleased as this traffic study was professionally done and that he believes the costs were split and that it was to be used for each successive year so have they dismissed it and are they wanting a new plan. Director of Parks and Recreation Winquest said it was not dismissed however that was two years ago and the issues are with the agency that RWTB used and while he doesn't know all the details, the same plan was not executed last year so they have been tasked with producing a plan that would be acceptable. Trustee Callicrate said he worked with Washoe County for three years and every years things were changed by Washoe County. All of a sudden they wanted more money and they say this as a cash cow and while it may not be fair, it is like everything with Washoe County, more money and less service. RWTB got a bill from the Nevada Highway Patrol and prior to this who picked up that tab – it was the State of Nevada and Washoe County. Then RWTB comes in, and with the same amount of people coming into town, they are now expecting IVGID and RWTB to pick up those expenses. We send millions of dollars over the hill and all we are trying to do is to grow something yet the target gets moved which is extremely frustrating. He still has a close feeling for this organization and for the future he would like to see a standalone Board or endowment because IVGID keeps getting tasked at the last minute and you and your Staff get hammered. It is so unfair that it comes down to the wire every year so something has to change and Washoe County has to realize we are spending too much money on this and the State of Nevada has to realize

that this is their job. This community has been overwhelmed, it is a zoo, State of Nevada and Washoe County have to quit screwing us, and he appreciates all the work Staff has done but that all have to pick up the slack as we are spending a lot in taxes. Director of Parks and Recreation Winquest said he only speak as the IVGID liaison and he knows that under the direction of Washoe County Assistant Manager Dave Solaro that everyone has worked very hard. Trustee Callicrate said this is his frustration and he meant no affront to Mr. Solaro but that it is a contentious situation. Director of Parks and Recreation Winquest said he is sue Mr. Solaro is noting this discussion however deadlines were not met and he doesn't know the details or why or why not but that he does know that it puts a strain on Washoe County Staff as well as him and his Staff. Yesterday, the Washoe County Commissioners validated the hard work and appreciated the new Board who got started a little late and if they can get it together, we are ready. There will be deadlines next year and this has happened over the last few years so it was a very educational meeting and ended on a somewhat positive note with the issuance of a conditional permit. The Washoe County Commissioners went out on a limb as they do understand the value of these events to the community.

Chairwoman Wong said that she appreciates the update and that when you come back can you give the Board an update from then until now and state whether or not RWTB has satisfied all of their obligations from last year's contract and include that in the memorandum. Director of Parks and Recreation Winquest said yes, he can do that and that the event has changed with the existing permit application as RWTB has decided to eliminate the entertainment on Village Green mostly because of costs so there will be no large stage on Village Green and thus they will use less of Village Green this year. One of the first things he asked them to do was to scale back their events and he is very confident they are working on this and that he is looking out for the interests of IVGID.

Trustee Horan said he was down at the Washoe County complex on another matter and he so he stopped in on this meeting and he thought the Washoe County Commissioners were very supportive of this event and that Commissioner Berkbigler was very forthright and supportive and that Commissioner Jung brought up a good point in RWTB Board turnover. This is his third year for bringing this permit process forward and it has always been slow. The world has changed in the last two or three years and there was a long discussion because of the events of the world and everyone did a nice job. The Washoe County Assistant Manager did a nice job with no

gotcha as the permitting has to be done. He is kind of pleased about the cutback of the events as Lake Tahoe is the destination and Incline Village doesn't have to be the destination.

Trustee Callicrate said his comments were directed at the Nevada Highway Patrol, Washoe County Sheriff, and the North Lake Tahoe Fire Protection District and agreed that the funding got a little carried away and while he knows it is a nightmare, he does appreciate the support of Washoe County however Nevada Highway Patrol, Washoe County Sheriff, and the North Lake Tahoe Fire Protection District need to get on board as they throw curves every year.

Trustee Morris said his concern with RWTB is that he would like to see them be ahead of the curve rather than behind it which is where we are and it sounds like there are a number of issues to be addressed in the next three weeks and asked Staff how comfortable they are that they will get their permit approved. Director of Parks and Recreation Winquest said that now that there has been a change in the Chair, he is a lot more confident as they have worked very hard to get updates on the traffic and safety plans and while he is sure the other parties will have changes, he saw the updated document and he has more confidence in that but it will come down to funding.

Trustee Morris said that the whole community knows how important a 4th of July celebration is to this community and that he likes the scaling back and that as part of this community he wants to do whatever we can, on our side, to have this celebration and that our only factor is they get their approvals and that we approve the memorandum of understanding because then they will be good to go. He looks forward to having earlier gates put in so that it doesn't go so late. Director of Parks and Recreation Winquest said he has made his requests to make the process better and stated that he asked to have the conditional permit approved by January 31 which would satisfy him. That would be just a conditional permit and there is a lot more than has to happen after that approval but it gives them time to get the items cleared and it gives them the time to work with all the agencies. Our North Lake Tahoe Fire Protection District Fire Marshal is doing everything he can to get through this and it is guaranteed that Washoe County will implement an earlier date.

Trustee Dent thanked Staff for the presentation and the work they have put and asked that Staff pull them across the finish line and get it done. Director

of Parks and Recreation Winquest said Staff always does as they are deeply committed to supporting RWTB as is IVGID and this Board and Washoe County. Everyone wants to see it happen but times have changed and safety requirements have increased and they should be. Unfortunately, it does create more work and that by developing the norm it will be a lot easier in the future.

F. GENERAL BUSINESS (for possible action)

F.1. Review, Discuss, and Possibly Award a Construction Contract for the Water Resource Recovery Facility Crew Quarters Project – 2017/2018 Capital Improvement Project: Fund: Utility; Division: Public Works; Project # 2097SS1708; Vendor: Bruce Purves Construction, Inc. in the amount of \$178,994 (Requesting Staff Member: Director of Asset Management Brad Johnson)

Director of Asset Management Brad Johnson went over the submitted materials.

Trustee Callicrate said he had a change to tour the property where this construction is going to take place and that it is an appropriate spot and that he likes the fact that we have someone on own property and asked if it is required by the State or the Federal Government. Director of Asset Management Johnson said it is a component of our operating permits and the key component is operations. We need to respond quickly so we don't get out of compliance at any of our facilities thus keeping them quiet and continuous operations. Trustee Callicrate said we are all aware that the bigger concern or rather a concern, is about the growth of scope of this project and the payment thereof. There is a need and this is an opportunity as we have a limited construction season and construction environment and we are being held over the flames which doesn't excuse the fact with the budgetary process as we had that amendment to our budget and we need to approve that and then move forward. He knows that when we did the capital tour, the rationale and concept made sense. How we go about getting the money is to amend the budget and we need to address that and try to assuage some of the fears. Director of Asset Management Johnson said that the project was always intended to span two fiscal years and that this occurs very, very frequently as it spans a portion of one year and a portion in the future year. The award of the contract is such that ultimately the expenses will occur after the start of the new fiscal year which we do very, very frequently and that the amendment is to next year's budget as we have

\$65,000 in this year's budget and the majority of the costs don't occur until next year. Trustee Callicrate asked if this kept us legal with the budget process or do we have to have something more formal. Director of Asset Management Johnson said no there is nothing more formal because the expenses are occurring after July 1 which is next fiscal year and that is the budget impact. If they were occurring before June 30 then we would have to do a budget augmentation. Since it is occurring after July 1 and the 2018/2019 budget hasn't been approved, we will update it and bring that forward. Trustee Callicrate said that could have been spelled out a little more clearly as he had that background knowledge but by leaving it out it leaves that knowledge out to the community that the construction spans two fiscal years. Director of Asset Management Johnson said Staff can develop future memorandums around that feedback. We do have one or two other projects that span two fiscal years – the Diamond Peak Culvert Project and the Incline Park project which is grant funded and the vast amount of the monies are in next year's budget. Trustee Callicrate said it will help to educate all of us and the whole point is that the community has to feel comfortable so flag it to say it specifically as people get antsy which the use of public funds; he appreciates the explanation.

Chairwoman Wong said along that vein, the Board usually has to vote to do an early opening and the reason we don't have to do that on this is because Staff is going to amend the budget for this project. Director of Asset Management Johnson said that early open is more unusual and that the last time it was done was on the watermain project and then redoing the roads. Early open occurs when we have no budget in the current budget thus requiring the early opening.

Trustee Dent asked what some of the larger ticket items were as it works out to three hundred and seventy dollars a square foot. Director of Asset Management Johnson said that the budget was developed before the start of design and Staff thought the utilities, etc. were going to be easy. The as-builts were not correct so we have to install a new sewer line and blast through existing concrete floors. The electrical is inadequate so we have to run power from Building A and install a new panel to handle air conditioning for occupancy and upgrade the HVAC. For the overhead sprinklers, we have to increase the coverage. The growth of scope was as we got into design and the majority of the costs are in code review and then the bid results is the other driver. Trustee Dent thanked Staff for that information as it adds clarity for the public and the Board. So we talked about this, walked it, and given where we are, and being tight for funds in future years, are we paying

for twelve years for housing upfront and might it be in our best interest to wait and do this in a down time or are we rushing into this because we decided to move forward and should we just sit back and say this is too much to pay. Director of Asset Management Johnson said that something that Staff looked at rather closely was the return on investment and one thing to keep in mind is that we have long term services as the utility operations are not going away. So are we prepaying the rent or is it about the long view. The market is hot so if we shelved it and wait until the market cools we could possibly save twenty or forty thousand dollars but ultimately we have to house crew members so we would have to find offsite accommodations at a cost of between \$1,400 and \$1,500 per month for a one bedroom accommodation thus instead of recovering, we would be writing checks. The project is small enough where we could wait two or three years but any savings we might gain would be offset by rent checks. Trustee Dent said thank you and thank you for the clarity on the massive scope creep.

Trustee Horan said that a member of the public referenced the effluent pipeline and this has nothing to do with that project or no impact, is that correct. Director of Asset Management Johnson said that is correct as this is not a component of the effluent export pipeline.

Trustee Morris said that with the estimate being what it was and then the bid coming in at what it is that we live in interesting times with challenges on costs raising. We aren't going to be building too many accommodation units going forward so he would say that the additional learnings from this is to make the estimate right and make sure we know what we have got. Director of Asset Management Johnson said that as we move forward with tenant improvement/capital maintenance, this is where we are seeing out largest cost rises and it occurs in projects like roofing replacements, plumbing enhancements, etc. Contractors are making more money by flipping houses, etc. thus it makes it challenging for an entity like us that requires a one hundred and fifty page contract. One of the bigger challenges is that engineer's estimates are reactive. The market changes first thus there is a slower response in engineer's estimates. When the economy dips and pricing drops, estimates will be above the market thus we have highs and lows but the engineer's estimates are tracking over a long run. Another challenge is we have to move slowly to move fast and try to get through design before construction doesn't always work that way. Staff is always working on this and working to refine.

Chairwoman Wong said that she certainly appreciates trying to protect the District from rentals in the basin as it is an extremely tight rental market basin-wide. She appreciates we are trying to protect ourselves and asked if Bruce Purves was a local contractor. Director of Asset Management Johnson said he is local to the basin and is out of Truckee. The District has never worked with them before but their reputation is very strong.

Trustee Dent asked that this matter be opened to take public comment on this issue; no other Board member objected so Chairwoman Wong opened the matter for public comment.

Sara Schmitz said thank you for the opportunity to comment and based on Trustee Dent's comments, this Board doesn't have the details, they don't have the line items, they haven't seen the contract, and thus she would recommend you forego a vote until you have seen the detailed materials.

Bruce Simonian said that he would like to propose a couple of other options such as purchasing a unit in Pinebrook or perhaps one in Toepa as he is aware there is one unit up for rent at Toepa for \$800 per month. He would suggest you explore that if you don't want to do this however he does understand about the future costs.

Mike Abel said that he about had a heart attack when this was opened up for public comment and he can't believe you are doing this as his objection is that you haven't seen the detailed contract. On top of that he said that the Board should notice that Staff goes to a special effort to make the description so arcane that one doesn't know where it is going to be built and that the public has no idea where this is going to be built. As to EXL Media, you don't have the contract so you don't know what they are doing.

Andy Whyman said that he is no expert on these contracts but that is encouraged that the Board members asked cogent questions and that having every single piece of information is beyond his capacity and that he doesn't know when you decide or do you leave it to others in administration to provide that for you.

Hearing no further public comments, Chairwoman Wong brought the matter back to the Board.

Trustee Morris asked for comment on buying a unit within town. Director of Asset Management Johnson said that Staff examined all the options and

that we weren't familiar with the Toepa unit that was available. The question would be do we have to do tenant improvements which will impact the return on investment or is it ready to go. There will be a return on investment over time but with the proposed unit we don't pay utilities, trash, homeowner association fees, etc. as those are already consumed by the Public Works complex. There will be a loss of proximity, a loss of emergency generator, loss of immediate access to the warehouse, etc. One of the biggest problems is traffic and road closures so having them on campus is a huge advantage. Trustee Morris said he appreciated the explanation and stated that Staff has given us things to think about. It feels as if there is some misunderstanding about this award and how we manage contracts. In the same way he runs his business, he agrees to a budget, his staff goes out and get a contract and there is no way that he needs to read every single contract. He is very comfortable with Staff's expertise and this is why we have experts. Director of Asset Management Johnson said having the Board in operations is a Board discussion as we have very capable and competent Staff to do this work and his team has a deep level of competency. He understands the request made by Trustee Callicrate and remembers that it included a caveat that the Board didn't want to see the big construction contracts and that this contract is one hundred and fifty pages and is done via a standard contract that has been developed by three professional groups and is industry standard of boilerplate language. A vast amount of it is a material component in the bid response and if, in the future, the Board wants to review it, Staff will make it available for your review. The time to do that is before the Contractor has developed pricing.

Trustee Callicrate said he did ask for the contracts but that he doesn't have the expertise or the time to go through the contracts however it would help, on future contracts, if Staff would explain the big ticket items and if someone wants to take a look at the entirety of the contract to say here is the link to look at the contract so that we are being upfront – it would be the best of both worlds. Our job is to watch where the dollars go and to have everyone understand. While he doesn't have the expertise, he does want the matter distilled down and then have a link to where the documents are online.

Trustee Dent asked if Staff can use the one page bid sheet that came with this. Director of Asset Management Johnson said Staff can expand upon and provide the narrative on where the cost escalation is occurring. This is a public document that is out on the Internet right now so adding that link within the memorandum is no problem.

Trustee Morris made a motion to award a lump sum construction contract to Bruce Purves Construction, Inc. in the amount of \$178,994 for the construction of the Water Resource Recovery Facility On-Call Crew Quarters Project **and** authorize Chair and Secretary to execute the contract with Bruce Purves Construction, Inc. based on a review by General Counsel and Staff. Trustee Horan seconded the motion. Chairwoman Wong asked for any further comments.

Trustee Callicrate said he did have concerns when he came in here and he was going to say no however now he is going to support this because we are keeping it on property and he knows the information is there, etc.

Hearing no further comments, Chairwoman Wong called the question and the motion was passed unanimously.

Chairwoman Wong called for a break at 7:20 p.m., the Board reconvened at 7:45 p.m.

F.2. Review, discuss and possibly approve an early opening item for the 2018/19 fiscal year allowing the District to enter into an agreement for media buying services for 2018/19; Venues: Diamond Peak, Championship Golf Course, Mountain Golf Course, Facilities, Recreation Center and Tennis Center; Vendor: EXL Media; Contract Amount: \$266,500 in paid media spending, \$88,000 in trade media spending and \$65,000 in agency fees – a grand total of \$419,500 (Requesting Staff Member: Marketing Manager Paul Raymore)

Marketing Manager Paul Raymore gave an overview of the submitted materials.

Chairwoman Wong said that she appreciates the update and appreciates the summary included in the memorandum.

Trustee Callicrate said that one of the questions that has been asked, from year to year, is for those that come to our ski resort, do we gather information from these skiers that come such as e-mails, contact information, etc. and then year over year do we contact those people as he doesn't know how it works. Marketing Manager Raymore said yes, Staff definitely does, as retaining a customer is much easier than generating a new one so we work hard to know as much about our customer so once they reach the resort we

have as much information about them and their family in order to make the advertising relevant and efficient. Staff has a CRM system which is analyzed on a daily/weekly basis. Trustee Callicrate said that the big weekend is from Christmas to New Year's and that is the time that we are exceptionally busy up there. If we have that week and then we have four big peak weekends and then depending on the snow we have other weekends if we can accommodate for the locals then the peak mountain visits should be around 1,500 or 1,600 on real busy weekends. We can't feed them because we don't have enough accommodations and because it is swamped everywhere so the broader question is are we spending a lot of money to advertise our venues and is that really what we want to do and he brought this same matter up last year. Should we be in the business of marketing, and this is nothing personal, rather a fundamental question which is something to look at because it looks like our residents are getting pinched out of their venues. Should we be marketing to the externals and how do we accommodate the extra people because when locals go up there, it is a circus. There are other attendant issues and he is bringing this up to the whole Board as we are looking at spending a half a million dollars and almost three quarters of a million dollars and perhaps we should be investing in infrastructure so he wanted to bring that up to the Board. District General Manager Pinkerton said that if the District didn't spend this money, we probably wouldn't have the \$1.6 million dollars that Diamond Peak contributes to all the other venues and the Recreation Fee would have to go up by two hundred dollars. The carrying capacity at Diamond Peak is 2,500 and our peak was 2,900 so the majority of days are well below the carrying capacity. He hasn't had any skiers tell him not to have the visitors as it gives them the great resort that at times they want. Marketing also helps with covering the operating venues as marketing plays a key role helping the Championship Golf Course covers ninety five percent of their costs. We are constantly told to operate under best practices and there is no one that doesn't market. Winter Park showed what happened when they cut back; it took them ten years to recover from that reduction. Our highest priority is to a fee based structure and we can put out a request for proposal and request a fee based structure. Marketing Manager Raymore said that he didn't mean to imply that they were the only firm rather that it is preferable as he is confident that they go above and beyond, they are in Incline Village so they can come up and meet with our Staff, face to face interaction is an added bonus, and there are other media buying agencies that would work on a fee based structure.

Trustee Dent asked if this was a standard fee. Marketing Manager Raymore said that EXL is giving IVGID a great deal and a lower fee than most. Trustee

Dent said thank you for the narrative on the conversion rates and for the polling and that perhaps a suggestion for next year would be to include that in the packet. Marketing Manager Raymore said he will try and provide a little more background data and that it is his honor and pleasure to work for IVGID and work for a community owned resort and said that he does take it seriously. All of our team is in agreement that we feel that every spent should come back and benefit the community. Trustee Dent said that it was just mentioned that the Recreation Fee would go by two hundred dollars if we didn't spend the money on marketing so can we get a breakdown as it sounds like a stress test. District General Manager Pinkerton said that Diamond Peak provides two hundred dollars towards the Recreation Fee and that is shown in the budget.

Trustee Horan said that he is glad to hear that we are going to go out and test the market and verify the fees and he asked if that request for proposal was going to be fee based or give the bidders the opportunity to go both ways. Marketing Manager Raymore said that he didn't know but that he will do the research. Fee based is preferable as he has worked with the commission based model and there is a financial stake to get more advertising done so he prefers fee based. Trustee Horan said that marketing and advertising is very important to Diamond Peak as it contributes to helping to keep the costs to our local resident down and it does the same thing with golf. He doesn't think we should be advertising Lake Tahoe as a destination but knowing what is available is very important. Marketing Manager Raymore said that Staff looks at our second homeowners and where they live as we want to make sure they know about what they have in Incline Village.

Trustee Morris said he echoes the comments about adding the data sheet and that he likes the fact that our residents get a less expensive pass as that is getting the benefit. He thinks that is good and that our team does a great job. There is also value in reminding your existing customers of the benefits of their ski hill and to buy here instead of at another ski resort in the basin and asked what is our retention on those that do buy a pass? When we do go out for request for proposal, for the reasons you expressed when we picked another agency, the items that the local entity brings us please make sure you are measuring all of those so we get a really good analysis. Marketing Manager Raymore said that he appreciates that advice and said that Staff will give themselves enough time and thoroughly vet the questions. On loyalty, April 30 wrapped up early bird sales and we had 2,216 purchased

which is a new record for us and that we had 1,391 last year which was also a new record.

Trustee Dent asked what percentage was resident and what percentage was non-resident and that we should up our rates.

Trustee Callicrate said that is known throughout the industry that Diamond Peak is the cheapest ski resort. District General Manager Pinkerton said Diamond Peak is just below Homewood. Trustee Callicrate said that Alpine and Squaw are around \$130. District General Manager Pinkerton said they both do dynamic pricing. Trustee Callicrate said so Diamond Peak is reasonable priced, has the best views of the lake, awesome terrain, locals love the place as it is in our own backyard, and the price drives a lot of why people come here. People know that Diamond Peak is the cheapest place and that 2013 was not a great ski season, if he remembers correctly, and that was the same year that we went with the other outfit. He is not completely sold that this amount of marketing is the right way to be going and that he questions some of the rationale. We are the cheapest place and they want value. We have excellent customer service at the golf course, tennis complex, etc. and all are incredible. It is tough to justify what we have spent for relatively flat if we equal it all out and this is something that is shared by others within our community. Marketing Manager Raymore said that he appreciates that opinion and that justifying is the data we collect as it shows a very strong word of mouth but that this will get us only so far. Our other challenge is the demographics of the skier population. They are aging out and incoming is a new generation where we have a tremendous opportunity but if they don't have the awareness and the awareness of Diamond Peak then they won't come. You are probably talking to the diehard skiers who know we are the value leader but even if you are talking to that core skier crowd, they don't know Diamond Peak is in Tahoe. In order to get our high yield customer, in Tahoe, as the value leader, we need to be educating the upcoming families and converting them into the word of mouth customers. Trustee Callicrate said, playing devil's advocate, for the several millions of dollars we have spent to date, to hear we aren't a bigger presence and that we don't even get mentioned in the RGJ really makes him question the advertising markets and that they are not taking advantage of us especially if we have folks that are aware of us in Truckee which has been the issue since 1987. There is an opportunity to invest this money in infrastructure and he would like to see more about how much it contributes as well as the justification.

Chairwoman Wong said that this is antidotal, when she is on the chairlift at Diamond Peak, she asks people where they are from, etc. and she did talk to a lot of people and they always tell her that they have seen the billboards and that they have been going to Squaw or Northstar which are just getting to expensive so as a family of four they are trying Diamond Peak and all of them said that they would come back and ski at Diamond Peak. There are parents who have told her that they have kids in the Squaw program and that they are coming over to DPSEF. While this isn't statistically valid, our marketing is getting the word out there. When they get up here, they find out what a great resort and community we have. The marketing dollars we invest in our venues are worth it. She knows of ski resorts where their Staff does marketing buys and they still contract with EXL Media because of their reach. She loves the job they do and the fact that they are local.

Trustee Morris said that an interesting statistic for us, knowing that Squaw and Northstar are huge entities, what they spend on marketing versus our spend so to get an idea of our return. Marketing Manager Raymore said that all those figures are very tightly held however the NSAA does send out a survey to all the ski resorts and they compile aggregate data but there aren't too many comparable but typically it is about five percent of the total revenues. His last check on Diamond Peak was it was 3.5%. This information doesn't include resorts like Squaw or Vail. The smaller resorts in the Northwest are seeing a much lower yield per skier and Diamond Peak competes very favorable in all metrics. Trustee Morris said that is good information that is close enough. Marketing Manager Raymore said he will include industry statistics in future memorandums.

Chairwoman Wong opened up this matter for public comment.

Steve Dolan said that he appreciate the opportunity to speak. He knows EXL Media and he likes them, likes that they are local, and he trusts them. Regarding Trustee Horan's comment about being not a destination we want to advertise, he would like to advertise our venues locally and like to see the marketing focused more in that direction. A recent survey cited that only 25% wanted advertising so this is in line with Trustee Horan and his feelings and the direction we should go. This dialogue should lead the General Manager to abandon the branding campaign. Another thing related is the expansion concept, we were analyzing the capacity and opening up the back side which is a pertinent discussion and something we should pay attention to. Like to see us go ahead with this but consider the communities distaste for destination advertisement.

Mike Abel said that he has sat in line for a half hour during the holidays and we are getting a better value at Diamond Peak. Anybody who skies or boards expects those wait times. He doesn't have a problem with spending the money for Diamond Peak as people keep coming back. What he doesn't understand is why this hasn't been competitively bid as bidding doesn't preclude you from not taking the lowest bidders as there are subjective components. A public agency should go out to bid on large expenditures.

Trustee Dent asked, if in the future, can Staff include the agreement in the actual packet. District General Manager Pinkerton apologized and noted that the proposed agreement and the previous two years contracts were distributed to the Trustees before the meeting.

Trustee Morris made a motion to authorize Staff to enter into an agreement with EXL Media for 2018/2019 fiscal year media buying services for Diamond Peak Ski Resort, the Incline Village Golf Courses, Facilities and the Recreation and Tennis Centers for a total amount of \$419,500 consisting of \$266,500 in paid media spending, \$88,000 in trade media spending and \$65,000 in agency fees prior to the start of the fiscal year 2018/2019. Trustee Horan seconded the motion. Chairwoman Wong asked for any further comments.

Trustee Horan said that the Board had a good discussion and that he is going to support the motion as stated. It is an opinion and it is money worthwhile spending. He is really happy about going out to RFP next year. Trustee Morris said he agrees in testing the market. He too will be supporting it but do want to make note - one of the key reasons for doing this is being able to keep our Recreation Fee around the \$830 mark as he likes that Diamond Peak contributes to the more economical Recreation Fee.

Hearing no further comments, Chairwoman Wong called the question – Trustees Dent and Callicrate voted opposed; Trustees Horan, Morris, and Wong voted in favor – the motion passed.

Chairwoman Wong called for a break at 8:48 p.m.; the Board reconvened at 8:55 p.m.

F.3. Review, discuss and possibly authorize 1) the execution of an Acknowledgement of Self-Insurance Loss Portfolio Transfer and Assumption from IVGID to Public Agency Compensation Trust

for a one-time assessment of \$58,000, and 2) upon execution and acceptance of the Loss Portfolio Transfer and Assumption by the Nevada Department of Insurance Division, authorize the execution of permanent operating transfers of \$800,000 from the Worker Compensation Fund to the Utility Fund in the amount of \$120,000, Community Services Special Revenue Fund in the amount of \$645,000 and the Beach Special Revenue Fund in the amount of \$35,000 as budgeted for fiscal 2017-2018, and 3) in anticipation of execution and acceptance of the Loss Portfolio Transfer and Assumption by the Nevada Department of Insurance Division, the Board of Trustees authorizes the Director of Finance to incorporate a permanent operating transfer of \$300,000 from the Worker Compensation Fund to the Utility Fund in the amount of \$45,000, Community Services Special Revenue Fund in the amount of \$241,875 and the Beach Special Revenue Fund in the amount of \$13,125 to be added to the budget for fiscal 2018-2019 (Requesting Staff Member: Director of Finance Gerry Eick)

Director of Finance Eick gave an overview of the submitted materials.

Chairwoman Wong said that the District has a \$156,000 liability on our balance sheet and \$1.25 million is in a restricted fund that we have been holding that we can't release. For \$58,000, the District is transferring all the liability and then we can release that \$1.25 million. Director of Finance Eick confirmed that is an accurate summation.

Trustee Callicrate said this was brought up at the end of 2014, again in 2015, and then subsequently perhaps in the future. Having a one paragraph summary would alleviate of confusion; so for a payment of \$58,000, the District will then have access to the \$1.25 million. Director of Finance Eick said that \$150,000 will be kept to make that assessment payment while we continue to collect on payroll.

Trustee Morris said he is worried again about the misunderstanding that there are three pieces to this item – we have the opportunity in this fiscal year to take forward \$800,000, leave \$300,000 which more than cover our assessed liability and then once the agreement is executed, we can take in the remaining \$300,000. Director of Finance Eick said that is correct and because this whole process is regulated by the State we can't say, even though it is our money, we are still on the hook as we have to hold it in hand

until we show we don't have the exposure, actuarial report, and we have been encouraged by the third party administrator to not go too low but the implication is one year or greater for the premium would put us in the \$300,000 realm. Staff proposed \$300,000 because at the time it was enough. Schedule T reports, in advance, our intentions of all the transfers which is then approved by the Board as the budget and by adding those transfers, that is something we can't do with an amendment.

Trustee Callicrate thanked Director of Finance for the explanation and said that this gets us out of the business of Worker's Compensation while still meeting the requirements. The freeing up of funds sounds like it is a great opportunity to have that exposure we have had in the past. He is liking what he is reading and will be supporting the motions as they come forward. Director of Finance Eick said that the agreement is on agenda packet pages 27 and 28 and noted that the agreement was provided by the State so there is a reasonable expectation that they are going to like it.

Trustee Callicrate made a motion to authorize the General Manager to execute, upon review by Staff and District Legal Counsel (directing the General Manager or Director of Finance to report to the Board of Trustees as each item is completed) to:

Execute Acknowledgement of Self-Insurance Loss Portfolio Transfer and Assumption related to the District's Workers Compensation Program from 1992 through 2013, from IVGID to Public Agency Compensation Trust (PACT) for a one-time assessment of \$58,000.

Upon execution and acceptance by the Nevada Department of Insurance Division of the Acknowledgement of Self-Insurance Loss Portfolio Transfer and Assumption, the Board of Trustees authorizes the Director of Finance to execute a permanent operating transfer of \$800,000 from the Worker Compensation Fund to the Utility Fund in the amount of \$120,000, Community Services Special Revenue Fund in the amount of \$645,000 and the Beach Special Revenue Fund in the amount of \$35,000 as budgeted for Fiscal Year 2017-2018.

In anticipation of execution and acceptance by the Nevada Department of Insurance Division of the Acknowledgement of Self-Insurance Loss Portfolio Transfer and Assumption, the Board of Trustees authorizes the Director of Finance to incorporate a permanent operating transfer of \$300,000 from the Worker

Compensation Fund to the Utility Fund in the amount of \$45,000, Community Services Special Revenue Fund in the amount of \$241,875 and the Beach Special Revenue Fund in the amount of \$13,125 as part of the budget for Fiscal Year 2018-2019 and to execute this transfer whenever practical following closing of the restricted deposit for the State of Nevada. Trustee Morris seconded the motion. Chairwoman Wong asked for comments; received none, she called the question – the motion was passed unanimously.

F.4. Review, discuss, and possibly approved the District’s Strategic Plan for Fiscal Years 2018-2020 (Requesting Staff Member: District General Manager Steve Pinkerton)

District General Manager Pinkerton gave an overview of the submitted materials.

Chairwoman Wong said that she is going to approve this because we have all been working on this however one of the things that we need to think about is our election cycle. This plan is proposed for Fiscal Years 2018-2020 and she thinks it should line up for after a new Board is seated and that the new Board, in January, should have the opportunity to revisit it. District General Manager Pinkerton said that was our aspiration such that we talked about it at the February 8 meeting. Staff does see it as a living document that we keep it in place and that we should aspire to go over it with a new Board as well as the budget, etc.

Trustee Callicrate said that he agrees with what is being proposed for review with the new Board and that he would encourage a concept moved to a standalone so it is reviewed with the community via a round table or forum so that the folks that haven’t been here or whoever is on the Board gets to participate. He would like to see the components be in the community in a broader form and done maybe every two years as an idea so there is immediate feedback; Trustee Callicrate said he will be supporting it.

Trustee Morris made a motion to approve the District’s Fiscal Years 2018-2020 Strategic Plan. Trustee Callicrate seconded the motion. Chairwoman Wong asked for comments; received none, she called the question – the motion was passed unanimously.

G. DISTRICT STAFF UPDATE (for possible action)

G.1. General Manager Steve Pinkerton

District General Manager Pinkerton said he provided a written report and asked for any questions.

Chairwoman Wong said that Staff is using the Mountain Golf Course as proof of concept and asked what is the possibility for rolling out to Tennis this season. District General Manager Pinkerton said that Staff had a healthy discussion about this and trying to get our point-of-sale system to understand our punch cards. Staff really wanted to do a proof of concept where we knew they would be accepted and Tennis is already at maximum capacity in the morning so trying it there would be creating more customer service issues. Regarding getting a free pass at the Recreation Center, if we didn't charge, all we would hear is we need twice the size of Recreation Center thus Staff is always working the balance between great service, cost recovery, and not disappointing our customers. The Mountain Golf Course can handle the capacity and from a systems perspective, Staff understands that people will bring in two punch cards that are partially used and we are having an issue however Staff is thrilled that so many are using it. We have talked about redoing punch cards and having better communication as we have some that still don't understand the punch cards which is another example of forty years of history and the difficulty in getting it changed. Chairwoman Wong said so there are operational and logistical issues to address before we roll it out at other venues and this pilot gives us another year to think about that.

Trustee Callicrate said that we received two other letters and that he would like to see this explained to those individuals and let them know that they are at the top of the list, which includes Ms. Whetstone, as they need to get an answer and explanation as to why we can't do it because of all the logistics. The Board concurred with this request to respond. District General Manager Pinkerton said that Staff has already had extensive one-on-one dialogues with these letter writers and that the next phase of the Tennis Master Plan is to work with all of these people as it relates to our CIP Projects.

District General Manager Pinkerton said, as a reminder, that when he sent the Board the e-mail regarding the Federal lands that Washoe County has been doing the outreach and that when we learned about the interest from

the tribe, we had our lobbyist reach out. The tribe is interested in having dialogue and the Legislative group is working on it and he will keep the Board apprised.

Trustee Dent said that the last couple of Board packets haven't included correspondence. District General Manager Pinkerton said that we have been including the pertinent correspondence and that correspondence is reviewed by the District Clerk, District General Manager, and District General Counsel for appropriateness. Trustee Dent said so correspondence is being filtered based on if you like or don't like the comments. District General Counsel Guinasso said no, it is not the content of the speech, rather it is more about the legal liability of when they attack the people who work for the District as the District doesn't want to publish defaming statements however the Board can override which would be against legal advice. Trustee Dent said that correspondence hasn't been in the Board packet for the past several months. District General Counsel Guinasso said he can sit down with Trustee Dent and go over it with him. The entire Board received the e-mails so it is a duplicative action when you already have been provided with it through e-mail. Trustee Callicrate said that the Board never decided not to include the correspondence and the Board decided it didn't want to take action. Now, all of a sudden, defamatory or not, District General Counsel advice or not, he doesn't recall the Board removing it so it should be included. Those individuals open themselves up and thus subsequent action can be taken up with them. One of the Open Meeting Law complaints is that we are not receptive. Inflammatory, defamatory, etc. sends a chilling effect and opens us up to hiding something. Chairwoman Wong said that we haven't changed our practice as the correspondence was received it just wasn't included in the Board packet as correspondence. Trustee Callicrate said he has brought this up over the course of the years and that is that he doesn't always get the e-mails and when he asked it to be forward over to his MSN account, he doesn't always get the information that everyone else gets. Don't know what the issue is but we used to get the correspondence in the Board packet and that has disappeared. It is a part of what happens in a public body and by removing it, we now have to record requests which means the time gets spreads way out and that is not an effective way to act and it hasn't been in the last three Board packets with the excuse that we have already received it. Chairwoman Wong cautioned that the Board can't fully discuss it now as it is not an agenda item; Trustee Callicrate asked for it to be put on the next agenda. Chairwoman Wong said that when the District General Manager gets to the long range calendar, we can then put an item on it for correspondence. Trustee Morris said he would like an

update from the District General Manager about when the District will be conducting surveys again. District General Manager Pinkerton said he will include an update in his next written report.

H. REPORTS TO THE IVGID BOARD OF TRUSTEES*

H.1. District General Counsel Jason Guinasso

District General Counsel Guinasso said that, regarding the Katz litigation, there has been a request for a continuance with the motion of reconsideration for an en banc reconsideration. The Supreme Court can grant that or not and he will let the Board know if and when that happens. So far, the Supreme Court has been lenient with time extensions. In accordance with Trustee Callicrate's prior request, he did send the Board the earlier two Open Meeting Law complaints and we did receive one Open Meeting Law complaint today from Mr. Wright that was dated April 9. The substance of the complaint has to do with the public advisory statement which has already been addressed by the Attorney General and we have complied with what they told us. We have until May 23 to prepare a response and he will make sure it is available to all Trustees. Regarding GSGI, IVGID has complied with all the terms and we are now awaiting for GSGI to comply. To date, GSGI still hasn't completed a term and we have sent correspondence to their attorney who confirmed that they have complied. He will continue to monitor that and bring it to your attention if no compliance occurs within the next couple of weeks.

Chairwoman Wong asked how much, in legal fees, we have incurred on the Katz matter.

Trustee Callicrate said that he sent an e-mail through the District General Manager and District Clerk in regard to two previous Open Meeting Law complaints that were dated from last year. On the prior two Open Meeting Law complaints, he didn't receive those and so we are getting complaints but what about your response and then what the Attorney General has or hasn't done. District General Counsel Guinasso said that he sent the complaint and response initially and when you brought this issue up on May 1, he resent what was previously sent and all Trustees were included on the May 1 e-mail. Trustee Callicrate said he is not getting all the e-mails when it goes to his ivgid.org address. District General Counsel Guinasso said that there will probably be a memo at the June meeting. Trustee Callicrate said he is not getting them and he wants to be in compliance. District General

Counsel Guinasso said in about a month he will present and that he sent it to the Board when we got it and that, as a reminder, those documents are confidential until the Attorney General makes a determination which is provided in the Board packet – the complaint, response, and the Attorney General opinion. One of the attachments was a big file that was sent as a Dropbox link.

I. BOARD OF TRUSTEES UPDATE (NO DISCUSSION OR ACTION) ON ANY MATTER REGARDING THE DISTRICT AND/OR COMMUNITIES OF CRYSTAL BAY AND INCLINE VILLAGE, NEVADA*

Chairwoman Wong said that Rotary and WasteNot are hosting a community clean up on June 2, please come attend and pick up trash and get ready for Red, White and Tahoe Blue.

J. CORRESPONDENCE RECEIVED BY THE DISTRICT*

District Clerk Susan Herron stated that correspondence had been received from Lynn Whetstone, Larry Wodarski, Sara Schmitz, and Aaron Katz.

K. PUBLIC COMMENTS* - Conducted in accordance with Nevada Revised Statutes Chapter 241.020 and limited to a maximum of three (3) minutes in duration; see Public Comment Advisory Statement above.

Steve Dolan thanked the Board for opening up public comment on agenda items you are voting on; he appreciates it. For the general public, he asked that they keep their comments to the agenda item so it doesn't broaden out and gives you a little authority to monitor. If you were to reenact public comments, please make sure commenters stick to agenda items only.

L. REVIEW WITH BOARD OF TRUSTEES, BY THE DISTRICT GENERAL MANAGER, THE LONG RANGE CALENDAR (for possible action)

District General Manager Pinkerton went over the long range calendar; Chairwoman Wong asked that an item regarding Correspondence be added to the next agenda.

M. ADJOURNMENT (for possible action)

The meeting was adjourned at 9:47 p.m.

Respectfully submitted,

Susan A. Herron
District Clerk

Attachments*:

**In accordance with NRS 241.035.1(d), the following attachments are included but have neither been fact checked or verified by the District and are solely the thoughts, opinions, statements, etc. of the author as identified below.*

Submitted by Margaret Martini (2 pages): IVGID May 9, 2018 Board of Trustees Public Meeting Public Comment By: Margaret Martini – to be included with the Minutes of the Meeting

Submitted by Aaron Katz (2 pages): Written Statement to be included in the written minutes of this May 9, 2018 regular IVGID Board Meeting – Agenda Item F(2) - \$420,000 in media buys with EXL Media

Submitted by Aaron Katz (44 pages): Written Statement to be included in the written minutes of this May 9, 2018 regular IVGID Board Meeting – Agenda Item C – Public Comments – A step by step anatomical look at one of the many reasons why your Recreation Facility Fee (“RFF”) is so high

Submitted by Iljosa Dobler (15 pages) dated May 9, 2018 – Three items of frustration

Submitted by Clifford F. Dobler (2 pages) dated May 9, 2018 – Written Statement on Board of Trustees Meeting on May 9, 2018 – General Business Agenda Item F.1. Crew Quarters

Submitted by Mike Abel (2 pages)

Submitted by Dave Solaro (1 page): Washoe County’s 311 Postcard

Submitted by Kaye Shackford (1 page) dated May 9, 2018

IVGID May 9, 2018 Board of Trustees Meeting Public Comment

By: Margaret Martini – to be included with the Minutes of the Meeting

First a few words about last month's Meeting and Chair Wong's disrespect for the citizens she was elected to serve. Rather than permitting a citizen 3 minutes of public comment to voice his views on an important agenda item, she chose to remove him and another citizen from the meeting. When you couple Wong's dictatorial approach and Horan's recommendation to remove citizen correspondence from the Board Packet and our Clerk's continued omission of this correspondence from the packets, the message is loud and clear: INCLINE VILLAGE/CRYSTAL BAY CITIZENS ARE UNWELCOME HERE.

Our presence is to be tolerated; our voices are to be silenced. And when we won't be silenced, we are called names and marginalized. This continues Trustees Wong, Morris and Horan's long chain of disrespect and a corruption of our government's mandate to serve US. You leave our questions and comments unanswered. You sue a local business in order to stop our citizens from voluntarily and anonymously providing our answers to surveys on important issues. You placed Parasol on the agenda month after month to pursue the \$5.5 million purchase of a 31,500 square foot building for administrative office space citizens oppose. You permit the concealment of public records. You allow the Director of Finance to escape all consequences after selling three parcels of public land without Board authorization that permitted private buyers to circumvent the Beach deed covenants.

Tonight, you continue trampling upon the rights of our citizens for your honest service by withholding the complete and accurate information that permits you and us to make informed decisions. Wong and Pinkerton have put together an agenda that asks the Board to approve a Capital Project that was budgeted in 2018 for \$75,000 and is now \$218,000. The funding for this will need to be taken from the \$2 million you collect annually since 2011 to fund the Effluent Pipeline. Here, your incompetence is only outweighed by your dishonesty.

You have proposed spending close to half a million dollars on a no bid contract with X-L Media. Just a few short weeks ago, you told us that we may have to take on more debt to finance equipment purchases and to bond the Diamond Peak Culvert/Ski Way paving –but you want to spend this large sum of money on

advertising. Why is this a priority over using our funds to finance our critical infrastructure?

As for approving the updated Strategic Plan --this should be removed from the agenda until our citizens have an opportunity to determine the vision, values, principles, objectives and actions that will determine the future of our District. And they have the assurance, that unlike your current non-compliance with existing Board Practices and Policies, you will actually follow it.

**WRITTEN STATEMENT TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS
MAY 9, 2018 REGULAR IVGID BOARD MEETING – AGENDA ITEM F(2) –
\$420,000 IN MEDIA BUYS WITH EXL MEDIA**

Introduction: This agenda item embodies everything that's wrong with our staff. It's their way of sparing out public assets to "favored collaborators" at local property owners' expense. When will the Board and the public learn?

Our Recreational Facilities Do Not Exist For Local Property Owners: If our recreational facilities are supposed to exist primarily for local property owners' use, then *why are we paying over \$420K annually to market them to the world's tourists?*

Why Don't We go out to Public Bid? Don't give me this garbage EXL Media provides "professional services." EXL Media nothing other than a salesperson for media buys. Is it professionally licensed like an engineer, realtor or attorney? Why then disingenuously assert we don't need to go out to public bid because we are purchasing "professional services?" Staff is guilty of intentionally misleading the Board and the public in order to circumvent NRS public purchasing statutes. It's their way of sparing out public assets to "favored collaborators" at local property owners' expense.

Excessive Commissions: The industry standard for compensation is that media buyers like EXL Media realize a 15% commission on sales. Here we are paying a \$65,000 fee on \$266,500 of media purchases. That's over 24%! Why don't we just hire another unskilled employee to make media purchases?

There's No Evidence These Media Buys Are Beneficial: What evidence do we have that we realize a single dollar in revenue, we would not have otherwise realized, directly as a result of the media buys funneled through EXL Media?

We Save \$420K By Not Making the Same Mistake: If we didn't spend this \$420K with EXL Media, we could afford to realize \$400K Less revenue next year and break even.

Since I don't believe these media buys buy us anything, let's do an experiment. Spend nothing with EXL Media and let's see what happens next year? We might just save \$420K.

EXL Media is Dirty: Finally, before EXL Media was replaced several years ago, I discovered EXL Media's principle was guilty of using "trade" lift tickets for herself personally. In fact instead of Diamond Peak lift tickets, she received a no cost Recreation Center membership for herself, together with Diamond Peak lift tickets for her firm she attempted to justify as "trade."

When someone like this is untruthful with the public, you stop doing business with him/her/it. But here in IVGIDville, we reward wrongdoers with new "no bid" contracts paying higher than industry commissions.

Conclusion: Ladies and Gentlemen. More evidence of everything that is wrong with IVGID.

So You Wonder Why Our RFF and BFF Which Impermissibly Support This And Other Equally Colossal Waste/Wrongdoing Are as High as They Are? I've now provided more answers.

Respectfully, Aaron Katz (Your Community Watchdog Because No One Else Seems to be Watching).

**WRITTEN STATEMENT TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS
MAY 9, 2018 REGULAR IVGID BOARD MEETING – AGENDA ITEM C – PUBLIC
COMMENTS – A STEP BY STEP ANATOMICAL LOOK AT ONE OF THE MANY
REASONS WHY YOUR RECREATION FACILITY FEE ("RFF") IS SO HIGH**

Introduction: Most local property owners know that IVGID involuntarily assesses each "dwelling unit" constructed upon one of their parcels of property an annual Beach Facility Fee ("BFF") and/or RFF. But they have no idea what it is called, what it really pays for, and why those fees are as high as they are. This written statement is prepared to educate the reader so he/she understands the truth rather than the intentional misrepresentations spewed by IVGID staff. And before this issue becomes a "he said, she said," or name calling intended to attach the messenger, think about it for a moment. Who are those who defend the RFF/BFF and staff's ways, and what do they stand to gain by hiding the truth? Now look at me, the messenger. Who am I and what do I stand to gain by sharing the truth?

The Event Which Sparked This Written Statement – The Following February 27, 2018 Article in the Tahoe Tribune: "Incline Swimmers Come Up Just Short Against North Tahoe:"¹ "The Lakers... fell 16-8 Saturday, April 21, *at the Incline Village Recreation Center Pool.*"

What is the Incline High School doing scheduling swim meets at the Public's Recreation Center Pool? How much is IVGID charging the High School for use of *our* pool for its swim meets? How much is IVGID charging visiting teams for their use of *our* pool? How much is IVGID charging friends, family members and spectators to these meets to enter the Recreation Center? Is the High School swim team using the pool for their practices in addition to their swim meets and if so, how much is IVGID charging for that use? Are Recreation Center customers being compensated, if at all, for the inability to use the pool when in use by the High School swim meet, visiting swim teams and others? Are staff doing the same inappropriate activities for other "favored" third parties such as the Northern Nevada Aquatics ("NNA")? For exactly who's primary use and benefit is the Recreation Center Pool? And how much of the RFF is being spent subsidizing the loss of revenues and operating costs associated with these giveaways? These and other related questions are what this written statement seeks to answer.

What Exactly is the RFF? Well it's really a special tax against property prohibited by the NRS² and Nevada Constitution³. But let's not get into an argument over whether or not my description is

¹ A copy of this article, from page 10 of this edition's newspaper, is attached to this written statement as Exhibit "A."

² See NRS 361.445 which states: "The assessment made by the county assessor and by the Department [of Taxation ("DOT")], as equalized according to law, shall be *the only basis for property taxation by any...district in that county.*" But the RFF is assessed by IVGID. And it is not based upon assessed valuation (rather it is uniform in amount). And for this reason it is not equalized according to law.

³ See Article 4, §20 which states: "The legislature shall not pass local or special laws in any of the following enumerated cases — that is to say...for the assessment and collection of taxes for state, county, and township purposes." And see Article 4, §21 which states: "In all cases enumerated in the

accurate⁴. Instead, let's use IVGID's own words: an "annual Recreation Standby and Service Charge assessed by the District on all real property within the District" [see Policy 16.1.1.2.1 (page 39 at https://www.yourtahoeplace.com/uploads/pdf-ivgid/IVGID_Board_Policies.pdf)].

What is a "Recreation Standby and Service Charge?" According to IVGID, an annual fee for the mere availability of use of the (following *public*) recreation facilities...golf courses, ski area, parks, tennis, facilities...and recreation parcels"⁵ which are just as "available" to be used by the world's tourists, as the owners of those parcels/dwelling units which are involuntarily assessed.

How Much Does Everyone's RFF Total Annually, and Exactly What Does it Pay For? According to page 208 of the 4/11/2018 Board packet, at ¶II, "the amount of moneys required for the fiscal year extending from July 1, 2018 to June 30, 2019, has been determined by the (IVGID) Board to be about \$5,776,700 for the Recreation Facility Fee," and it allegedly pays "for the proper servicing of... identified (recreation) bonds and for the administration, operation, maintenance and improvement of said real properties, equipment and facilities." **What exactly does this gobbledygook mean?**

The Difference Between Budgeted Revenues and Expenses Assigned by Staff to "Recreation," System Wide: In other words, a nearly \$6M annual subsidy for *intentional overspending* assigned to "recreation" system wide! Don't believe me? Let's examine IVGID staff's tentative budget for fiscal year 2018-19.

IVGID's revenues and expenses assigned by staff to "recreation" are reported in a "Community Services Special Revenue fund." The budgeted revenues for that fund are reported to the DOT on Schedule B-12 of Form 4404LGF⁶. Budgeted expenses for that fund are reported on Schedule B-13⁷. I have attached copies of both of these schedules which were approved by the IVGID Board on April 11, 2018, as Exhibit "B" to this written statement, so you can see them for yourself.

preceding section, and in all other cases where a general law can be made applicable, *all laws shall be general and of uniform operation throughout the State.*" The RFF/BFF exist nowhere else in the State.

⁴ If you want evidence that my description is in fact accurate, why don't you read my written statement attached to the minutes of the IVGID Board's regular April 25, 2018 meeting. Although staff hasn't yet produced proposed minutes for that meeting to be approved by the Board, I anticipate they will be produced for the Board's next meeting on May 23, 2018. And if so, I expect those minutes to appear on the IVGID web site at https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Packet_Regular_5-23-18.pdf).

⁵ See ¶I on pages 206-207 at https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Packet_Regular_4-11-2018.pdf ("the 4/11/2018 Board packet").

⁶ See page 174 of the 4/11/2018 Board packet.

⁷ See page 175 of the 4/11/2018 Board packet.

The reader will see I have placed asterisks next to two entries on Schedule B-12 (Revenues). The first is next to the \$5,776,700 budgeted for "Facility Fee(s)." The second is next to the total of all budgeted revenues; \$21,062,694. Next let's examine budgeted expenditures.

The reader will see I have placed asterisks next to three entries on Schedule B-13 (Expenditures). The first is next to \$16,918,102 budgeted for operational expenses at the Championship Golf Course, Mountain Golf Course, Chateau and Aspen Grove, Diamond Peak (Ski), Community Programming (Including the Rec Center), Parks, Tennis and Community Services Administration. The second is next to \$500,000 of "contingen(cies)," \$6,290,060 of "transfers out" (to IVGID's Community Services Capital Projects and Debt Service funds) and now a total of all "transfers out" of IVGID's Community Services Special Revenue Fund which totals \$6,790,060. The third is next to a total of all expenditures; \$23,208,662.

Just so you understand where this \$6,290,060 of "transfers out" goes, I have attached Schedules B-14⁸ (IVGID's Community Services Capital Projects Fund) and C-15⁹ (IVGID's Community Services Debt Service Fund) of Form 4404LGF reported to the DOT as Exhibit "C" to this written statement. I have placed asterisks on Schedule B-14 which show \$5,880,360 of "transfer in" revenue from IVGID's Community Services Special Revenue fund; \$3,605,360 "designated from Facility Fee" revenues, and \$2,275,000 designated from "operating" revenues. And I have placed an asterisk on Schedule C-15 which shows \$409,700 of "transfer in" revenue "designated (from) Facility Fees." Add the \$5,880,360 and \$409,700 numbers and you get \$6,290,060.

So let's summarize. All budgeted 2018-19 revenues assigned to "recreation" total \$21,062,694. But when one deducts \$5,776,770 of budgeted RFF revenue, one gets \$15,285,994 [see page 21 of Schedule B-12 (Exhibit "B")]. All budgeted 2018-19 expenses assigned to "recreation" total \$23,203,662 [see page 22 of Schedule B-13 (Exhibit "B")]. In other words, For 2018-19 **IVGID has budgeted to overspend \$7,922,738**. \$5,776.770 of this deficiency comes from 2018-19's budgeted RFF. The remainder comes from prior year's RFFs the product of "smoothing," "repurposing" or previous RFF's not spent on prior year's budgeted capital projects due to over budgeting in prior years, cost savings, or otherwise.

Regardless, hopefully the reader sees that the **RFF subsidizes the difference between budgeted revenues and expenses assigned by staff to "recreation," system wide**, just as I have represented.

"What Privileges do Parcel Owners Get For Paying the Facility Fees?" This question is answered at page 163 of the 4/11/2018 Board packet: "Each parcel that pays the RFF can have five cards issued in the form of picture passes...and/or punch cards...or a combination of both...Picture passholder(s) get...preferred pricing and/or preferred access to the District's major (*public* recreation) venues or programming...A punch card holder receives the opportunity...to reduce their user fees

⁸ See page 177 of the 4/11/2018 Board packet.

⁹ See page 179 of the 4/11/2018 Board packet.

from the rack rate to the picture passholder rate" at the public's recreation facilities where user fees are charged. In other words, nothing more than the equivalent of five pre-paid Costco or Sam's Club cards which entitle the holder to "preferred pricing and/or preferred access."

Do Parcel Owners Get Free Access to and Use of the Public's Recreation Facilities in Consideration of Their Involuntary Payment of the RFF? No! They get nothing more than the ability to pay *more* (user fees) at alleged "preferred pricing."

So When Someone Represents to You That They Get Tremendous Value For the RFF Their Parcels/Dwelling Units are Forced to Pay, please understand exactly what it is they get. Five pre-paid Costco or Sam's Club "value" cards which for most of us offer no value.

What Percentage of Parcels/Dwelling Units Which are Involuntarily Assessed the RFF are Occupied by Persons (Whether Owners, Renters or Guests) Who on Average Access and Use Any of the Public's Recreation Facilities Within a Typical Year? Roughly 15%! How do I know this? Because several years ago the IVGID Board commissioned a "Parcel Utilization Study" which confirmed the recited fact.

What "Privileges" Do You Get if You're a Parcel/Dwelling Unit Owner Who is Involuntarily Assessed the RFF, Yet Elects to Not to Pay Additional User Fees or is Unable to Access and Use the Public's Recreation Facilities Where User Fees are Charged? *NOTHING!*

So Why are the Owners of 85% of Those Parcels/Dwelling Units Which are Involuntarily Assessed the RFF Forced to Pay for Something They Don't Use and Don't Want? Good question. Why don't you ask the IVGID Board? And when they give you an answer, please tell me how that answer doesn't fit the definition of a tax?

So What Does Washoe County School District ("WCSD") Pay IVGID for the Incline High School Swim Team's Use of the Recreation Center Pool for its Meets? *NOTHING!* How do I know this?

Because on April 30, 2018 I made a public records request upon Susan Herron, the District's Public Records Officer ("PRO"). In response, Ms. Herron produced a "joint-Use and Maintenance Agreement" between IVGID and the WCSD. Simply stated, *WCSD can use any of our recreational facilities for no cost!* I have attached a copy of this agreement obtained from Ms. Herron as Exhibit "D" to this written statement because I want everyone to see what I know!

How can this be when the RFF pays or subsidizes that use? Why don't you ask the IVGID Board?

What Do Visiting Swim Teams Who Compete in Incline High School Swim Team Meets Pay IVGID for Their Use of the Recreation Center Pool? *NOTHING!* How do I know this? Ms. Herron has a practice of deceitfully responding to public records requests. The requester will ask for a number of public records, Ms. Herron will respond to less than the number requested, and then proclaim "this completes your request in its entirety." And this is precisely what she pulled on me.

So the public can see, I have attached copies of an e-mail string between Ms. Herron and me as Exhibit "E" to this written statement. The string includes my public records request, Ms. Herron's incomplete and deceitful reply, and my follow up request identifying all the particulars Ms. Herron "neglected" to provide.

So why does Ms. Herron NOT provide the records requested? Because they're embarrassing, she and her fellow IVGID employees no this, and they don't want to admit we give away the public's recreational facilities to every "Tom, Dick and Harry," and *for free!* Which means you and I are paying for this *colossal giveaway!*

What Do the Families, Friends and Other Spectators of Incline High School Swim Team Meets Pay IVGID for Their Access to the Recreation Center Pool to Watch Swim Meets and Practices? *NOTHING!* How do I know? See the explanation above. How can this be when the RFF pays or subsidizes that use? Why don't you ask the IVGID Board?

Does the Incline High School Swim Team Use the Recreation Center Pool for its Practices? Yes. I went to the Recreation Center's schedule of pool use for April and May of 2018 to learn the answer to this question. I have printed out these schedules and attached them as Exhibit "F" to this written statement. I have placed asterisks at the hours of 6:30 P.M. - 7:30 P.M. every Monday - Friday because those are the times reserved for the exclusive use of the Incline High School Swim Team!

So What Does the WCSD Pay IVGID for the Incline High School Swim Team's Use of the Recreation Center Pool for its Practices? *NOTHING!* How do I know? See the explanation above. How can this be when the RFF pays or subsidizes that use? Why don't you ask the IVGID Board?

It Turns Out That the Incline High School Swim Team is NOT the Only "Outsider" Using the Recreation Center Pool for its Practices: It turns out exclusive use has been given to the Northern Nevada Aquatics ("NNA") Swim Team from 5:00 P.M. - 7:00 P.M. every Monday - Friday! Don't believe me? Take another look at the asterisks placed on Exhibit "F."

Who Exactly is the NNA? A domestic non-profit corporation (entity #E0474652009-2) located in Reno (1135 Terminal Way #106) that offers swim and water polo teams which compete in, but not limited to, Reno, Sparks, Carson City, Minden, Incline Village, South Lake Tahoe, Ely and Fernley¹⁰.

Does the NNA use the Recreation Center Pool for its Meets? It turns out the answer is YES! From NNA's web site¹¹ we learn it will be holding an Incline/Tahoe Novice Meet on June 16, 2018. I have attached a copy of NNA's publicizing of this event as Exhibit "G" to this written statement so you can see for yourself.

¹⁰ See https://www.teamunify.com/Home.jsp?_tabid_=0&team=pcnna.

¹¹ See <https://www.teamunify.com/EventShow.jsp?returnPage=%2FEventsCurrent.jsp%3Fteam%3Dpcnna&i d=854704&team=pcnna>.

So What Does the NNA Pay IVGID its Swim Team's Use of the Recreation Center Pool for its Meets and Practices? NOTHING! How do I know? See the explanation above. How can this be when the RFF pays or subsidizes that use? Why don't you ask the IVGID Board?

What Do the Families, Friends and Other Spectators of NNA Swim Team Meets Pay IVGID for Their Access to the Recreation Center Pool to Watch NNA Swim Meets and Practices? NOTHING! How do I know? See the explanation above. How can this be when the RFF pays or subsidizes that use? Why don't you ask the IVGID Board?

Do the Costs/Loss of Revenue as a Result of Any of This Use by "Outsiders" Represent Local Property/Dwelling Unit Owners' "Availability" to Use the Recreation Center Pool? If not, why is the RFF being used to subsidize those costs/loss of revenue? Why don't you ask the IVGID Board?

What Does IVGID Pay/Credit Back to Local Property Owners Because the Recreation Center Pool is Not "Available" For Their Use as IVGID Represents Because it is Made Available for the Exclusive Use of the High School/NNA/Other's Swim Teams? NOTHING! How do I know? See the explanation above. How can this be when we have been expressly told that the RFF pays for our "availability" to use the Recreation Center pool when we choose to use it? Why don't you ask the IVGID Board?

How Much is it Costing Local Property/Dwelling Unit Owners for the High School/NNA/Other's Exclusive Use of the Recreation Center Pool for Their Swim Meets/Practices? PLENTY! But IVGID refuses to share the numbers. So let's ask the question how much the Recreation Center itself is costing local property/dwelling unit owners who involuntarily pay the RFF? Not that I believe any of staff's numbers because I have learned on so many past occasions staff's records are intentionally, deceitfully presented to advance some hidden staff agenda, let's accept their numbers as if they were true. And if we do this, the number is \$868,672! And when one throws in all the one-hundred or more money losing programs which are run out of the Recreation Center, the number mushrooms to a whopping \$1,225,448! Where do these numbers come from you may be asking yourself? Each year staff publish a spreadsheet which allegedly reconciles the portion of the RFF assigned to various recreation facilities and programs, on a "per parcel and venue component." That spreadsheet appears at page 107 of the 4/11/2018 Board packet, and I have copied the page and attached it as Exhibit "H" to this written statement. Take a look at the circled numbers for yourself!

But Wait. This is Only the "Tip of the Iceberg." IVGID Staff is Costing Local Property/ Dwelling Unit Owners Additional Hundreds of Thousands of Dollars More, Annually, for Similar Athletic Team's Free Use of the Public's Recreation Facilities/the Programs Offered Thereat: Let's go back to Incline High School. Swimming is not the only organized athletic program it offers to its students notwithstanding the WCSD lacks the facilities and man power. To get a glimpse of some of the other programs, I went to the Incline High School web site and was able to learn of tennis, golf, soccer, volleyball, skiing, etc., etc. I have attached a copy of the page which identifies all of these programs as Exhibit "I" to this written statement.

Where is Incline High School's ski area? How about its tennis courts? How about its golf course and driving range? How about soccer fields? How about X-country terrain? Where does Incline High School hold its ski, tennis, golf, soccer meets and practices? Where do they hold basketball meets and events when their own facilities are inadequate to accommodate the intended use? Who owns the upper Incline High School athletic field¹²? Who owns the all weather track/infield used for football practices and meets¹²? Who is paying for all of these facilities, their maintenance, repair and improvement based upon staff's misrepresentation that the RFF pays for local property/dwelling unit owners' mere "availability" to use the public's recreation facilities?

Who Else Uses These Facilities and Either Pays Nothing, or Pays Far Less Than the Actual Costs the Public Incurs: to make these facilities available to be used? Although IVGID staff hide this information from the public, you will learn: Sierra Nevada College, Lake Tahoe School, Little League and Babe Ruth Baseball, American Youth Soccer Organization ("AYSO"), Diamond Peak Ski & Education Foundation ("DPSEF"), etc., etc., etc.

But it Gets Even Worse: Who are the coaches for these various third party "teams" who use our recreational facilities for free? What would you say if I told you IVGID employees you and I are paying for? That's right. A number of our public employees "moonlight" as coaches for high school/ other sports teams. So they leave their public IVGID job in the afternoon, so they can moonlight as coaches for the WCSD/others. And then when their teams have meets out of the area, our public employees must take additional time off work to travel with their teams. And sometimes this travel involves taking whole days off of work. And to add insult to injury, these coaches are being paid by WCSD to be coaches! That's right. They're "double dipping" at our expense. And they want you to think they aren't coaching our kids for the love of coaching when in truth and in fact, IT'S MONEY!

I have exposed two of these "valued IVGID employees" in the past, and I will do so again. Indra Winquest and Shane Goddard. There probably are more but I want to make a point.

Indra Winquest: is IVGID's Recreation Director - that's his "day job." And last year we paid him nearly \$110,000 in salary and an additional \$41,170.70 in benefits for a combined \$150,726.44! How do I know this? Transparent Nevada (<http://transparentnevada.com/salaries/2017/incline-village-general-improvement-district/>).

One would think that would be enough compensation, wouldn't one? Well it turns out the answer is "no." Indra was also the WCSD's girls basketball coach, and he was paid an additional \$4,347.57. How do I know this? Transparent Nevada.

¹² You may be surprised to learn the answer is IVGID. I will save the story for another written story because it is another example of the dirt which goes on between IVGID staff and "favored collaborators." Nevertheless, this recreational facility is now owned and maintained by we local property/dwelling unit owners alleged for our use.

So you can see this example of double payment for yourself, I have attached Transparent Nevada compensation and benefit statements for both jobs collectively as Exhibit "J" to this written statement.

Shane Goddard: is IVGID's Recreation Supervisor (because we need a "supervisor" to go along with our "director"). Again, that's his "day job." And last year we paid him nearly \$51,000 in salary and an additional \$28,659.66 in benefits for a combined \$79,385.67! How do I know this? Transparent Nevada. It turns out Shane was also the WCSD's assistant baseball coach, and he was paid an additional \$5,361.51. How do I know this? Transparent Nevada.

So you can see this example of double payment for yourself, I have attached Transparent Nevada compensation and benefit statements for both jobs collectively as Exhibit "K" to this written statement.

Who Are the WCSD's Swim Team Coaches and Are They IVGID Employees? Although I have made a public records request which will reveal this information, so far, Ms. Herron has produced nothing. But based upon this written statement would you doubt that these individuals are IVGID employees who you and I are paying with our RFF?

This is One of the Many Reasons Why I and Others Have Asked For a Forensic IVGID Audit!

Conclusion: Ladies and Gentlemen. The deeper you dig, the dirtier it gets. NEVER will you reach a core of truth nor goodness. The entire system is built upon lies perpetrated by un-elected staff. Staff who are more concerned with creating over compensated and over benefitted "busy" work for themselves and their public employee colleagues, rather than the local property/dwelling unit owners who involuntarily subsidize their salaries. This is the IVGID "way." The IVGID "culture." The truth as to where your RFF goes. And the reason why the RFF will NEVER, NEVER be eliminated or reduced.

Naysayers may argue that these giveaways of public assets for endeavors likes these are a good thing for our community. They will state these are the kinds of activities that make a community what it is. But the issue here isn't whether these are good or bad "things" for the community. Rather, the issue is where is the money coming from? In every community I have seen, recreational facilities available to the public are paid for with taxes. In Incline Village, *none* of the \$3M or more in taxes IVGID receives annually goes to pay for public recreational facilities. If you don't believe me, take another look at Schedule B-12 attached to Exhibit "B." Under "Revenues," do you see taxes? You don't because IVGID assigns its tax revenue to a completely different fund. One that pays the salaries and benefits of over compensated senior staff. If those taxes were applied to public recreational facilities instead, the RFF would be considerably lower. So the retort of naysayers is misplaced.

So You Wonder Why Our RFF and BFF Which Impermissibly Support This And Other Equally Colossal Waste/Wrongdoing Are as High as They Are? I've now provided more answers.

Respectfully, Aaron Katz (Your Community Watchdog Because No One Else Seems to be Watching).

EXHIBIT "A"

Sports & Adventure

10 | Friday, April 27, 2018 | Tahoe Daily Tribune

PUSH FOR PLAYOFFS

Highlanders sink Lakers at Aces park, crush Pershing County

Bill Rozak
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The Incline Highlanders enjoyed a break from their playoff push earlier this week to play an exhibition against their rival on a professional baseball field.

The Highlanders played North Tahoe Tuesday, April 24, at Aces Ballpark in Reno and winning 9-1 likely made it more enjoyable.

But the next day they jumped right back into the struggle to reach postseason and ripped Pershing County 24-2 in five innings for their seventh win in the last nine games, eight wins in 10 tries including the exhibition.

Against North Tahoe, Highlander head coach Billy Knight used one pitcher per inning and they combined to surrender just two hits and three walks.

Zach Pondilo had three hits, including a triple, and scored three runs and Tristan Summers continued his torrid hitting throughout the season with a single, double and three runs batted in to lead the offense.

"Each team used one pitcher per inning and my set of pitchers were a little better than theirs," Knight said. "But the kids got a chance to get out there, and enjoy all the field has to offer and have fun."

The Highlanders got on the bus the next day for a roughly two-hour ride to Lovelock, Nevada and smashed their hosts.

Incline scored 11 runs in the fifth inning to put Pershing out of its misery.

Summers again led the charge going 4 for 4 with two doubles, three runs scored and three driven in.

The senior has pushed his batting average to an amazing .633 (31 for 49) for the season. He leads the team in nearly every offensive category. He is tied for the team lead in runs (23), and is all by himself in hits (31), RBIs (22), doubles (12), triples (2) and home runs (2).

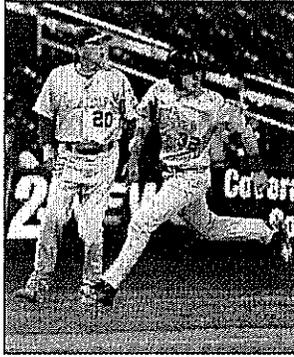
He's also pitched the second most innings on the team with 22 and has 43 strikeouts.

"He's a senior and this year he is really producing, hitting, throwing, fielding, he's had an outstanding year," Knight said. "And there are no cheap hits in there, he deserves everything he gets."

Also at the plate for Incline, Brayden Hock went 3 for 3 with a double, three runs scored and two RBIs, Jake Harrell singled, doubled and drove in two, Dalton Fry scored three and drove in two, Tyler Knight has three RBIs, Trent Green singled, doubled and drove in two and Jacob Leoncio and Chase MacDonald each scored twice.

The Highlanders (9-7 2A Northern League) play a doubleheader starting at 2 p.m. Friday, April 27, against Pershing (3-12) at Incline Middle School and will finish the regular season with three home games, May 3-4, against Battle Mountain (12-3) where their playoff lives likely will be decided.

The top four teams in the league reach postseason and as of Thursday, the Highlanders are a half game behind North Tahoe (9-6). But they have beaten the Lakers two out of three games and own the tiebreaker. Yerington (13-2) owns the



PROVIDED / HANS BAUMANN

Incline senior Tristan Summers rounds third base on his way to home Tuesday, April 24, with Highlander head coach Billy Knight in the background watching the play against North Tahoe at Aces Ballpark in Reno.

top spot.

"First, we've gotta take care of business at home," Knight said. "But this is a great situation to be in. We're not just playing out the string. We're playing for something."

North Tahoe plays three against Battle Mountain Friday and Saturday, so by the time the Highlanders face the Longhorns next week, they will know how many wins they will need.

"We'll know by the time we take the field against Battle Mountain exactly what we need to do," Knight said. "We control our own destiny. I truly believe, with how we've gotten better throughout the season, we're a dangerous team if we get into the playoffs."

Lake meet at Truckee

Bill Rozak
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Incline's Millie Jenkins is fast. She also can jump really high, and far. And she's just a freshman.

Jenkins grabbed first place in the high jump and long jump and finished second in the 100-meter hurdles Wednesday, April 25, at the Tahoe Truckee Lake Meet at Truckee High School, which included South Tahoe, North Tahoe, Whittell and Sugar Bowl Academy.

Jenkins individually scored 28 of the Highlanders 107 team points. That was good for second place behind the superior depth and athleticism of Tahoe-Truckee girls who finished with 262.5 points. North Tahoe was third (86), South Tahoe fourth (79.5), Whittell was fifth (46) and Sugar Bowl was sixth (31).

Jenkins came just under a second short of winning three individual titles. She reached 15 feet, 7.5 inches in the long jump to beat her previous best by almost a half foot. In winning the high jump, Jenkins (5 feet) beat out three teammates, Sami Giangreco (4-10), Jada Moore (4-08) and Haley Carlson (4-06), as the Highlanders swept the top four spots.

Jenkins also teamed with Giangreco, Moore and Belle Johnson to get second in the 4x100 relay. Giangreco tossed the discus just over 88 feet to take the top spot and Johnson reached the same height as the winner in pole vault (8-03) but had less attempts at a taller height and earned second. She also placed fourth in the 100-meter dash.

Curissa Buchholz, Ally Sullivan and Theresa Sandborn led the South Tahoe girls.

Buchholz destroyed the field in the 3,200-meter run, winning the long distance race by almost one minute. Sullivan was second in the 1600 and Sandborn

was second in the 300 hurdles, fourth in the 110 hurdles and third in long jump.

Whittell speedsters Kyla Rippet and Anna White each claimed individual victories.

Rippet sprinted to first in the 200 and White ran the fastest lap in the 400. White finished just behind Rippet in the 200 in second place. Rippet was second in the 100.

The Tahoe-Truckee (228.5) and North Tahoe (207.5) boys pretty much took off with the top two spots, with Incline (92), South Tahoe (30), Whittell (21) and Sugar Bowl (15) chasing.

Incline's Dylan Cleary set a personal best (24.24) in winning the 200. He also came in third in the 100.

Teammate Dillon Jenkins, brother of Millie, also set a personal best in the 200 (25.11) to finish in second. He also set a personal best (56.82) in the 400 and came in third. Jenkins scored an individual team-high 24 points.

Also for Incline, Niklas Pietzke was second in the 3200, Bradley Rye was second in pole vault and Noah Cleary was fourth, Sebastian Hernandez was third in the 800 and Eleazer Santiago was fourth in the 200.

David Holmes took on the long distance events and won them both. He finished about 3 seconds ahead of the pack in the 1600 and dominated the 3200, winning by 25 seconds.

Also for South Tahoe, Christopher Hoefler was fourth in the 1600.

Incline next will compete in the Kay Ostrom Invitational Friday, May 4, in Nevada Union, California while South Tahoe and Whittell will compete Saturday, April 28, at the Big George Invitational at Douglas High School.

That will be the last meet before the Nevada Interscholastic Activities Association Northern 1A-3A Championships on Friday and Saturday, May 11-12, at Yerington, Nevada.

Incline swimmers come up just short against North Tahoe

Bill Rozak
brozak@tahoedailytribune.com

The Incline girls came heartbreakingly close this past weekend to swimming away with victory against their rival, but North Tahoe left town with a sweep of the Highlanders.

The Lakers four girls were just slightly better than the Highlanders foursome, winning 67-65, while the Incline boys (or boy) fell 16-8 Saturday, April 21, at the Incline

Village Recreation Center Pool.

"It was a close meet with many personal best times," said Incline head coach Megan Ballew.

Rachel Meyer set personal best times in both the 100-yard freestyle and 200 individual medley. She took first in the IM and second in the 100 free by just a few seconds.

Sophomore Nika Ogden swam a personal best in the 200 free to begin the meet for the Highlanders. She finished

second but got Incline on the scoreboard.

Kate Rye dominated both her events. She took first in the 50 free, winning by almost 11 seconds. She claimed first in the 100 backstroke by over half a minute.

Sophomore Kaci Meyer improved in her 100 breaststroke by almost 3 seconds.

The girls traded relays. Incline swam alone in the 400 free relay and North Tahoe was uncontested in the 200 medley relay. But they raced

in the 200 free relay with the Lakers prevailing by under 2 seconds, the difference in the meet.

Incline's Nicholas Finne was the lone boy swimming for the Highlanders while North Tahoe at two boys which made the difference.

Finne competed in the 200 free for the first time and swam uncontested to earn eight points.

Incline next is scheduled to compete Friday, April 27, against Sage Ridge at Truckee.

Whittell wins Sage Ridge Invite; Incline 3rd

Staff Report

Whittell outlasted Sierra Lutheran and Incline to win the Sage Ridge Invitational golf tournament at Washoe County Golf Course in Reno.

Jon Duffy shot a 91 and Alex Byer scored a 94 to lead the Warriors to victory on the par 72.

The Warriors top four players carded a combined total of 400, eight

strokes better than Sierra Lutheran and 11 better than the Highlanders.

Also for Whittell, Jack Frovilly added a 101 and Corey Huber had a 114. Conner Huber finished just out of the top four with a 116.

Incline earned third place despite not having its best golfer, Satchel Hirsch, who finished second in the state last year in class 2A.

Matt Poalillo led the Highlanders

in scoring with a 99 while Zach Pesa added a 102, Paul Larson had a 105 and Ezra Brigham shot a 111. Johnny Redfern (115) and Bennet Welco (117) finished just out of the team's top four.

Whittell will host the next league tournament on Thursday, May 3, at Edgewood. The regional tournament will be held on Tuesday, May 8, at Tbi-yabe Golf club in Yerington, Nevada.

EXHIBIT "B"

REVENUES	(1)	(2)	(3) BUDGET YEAR ENDING 06/30/19 (4)	
	ACTUAL PRIOR YEAR ENDING 6/30/2017	ESTIMATED CURRENT YEAR ENDING 6/30/2018	TENTATIVE APPROVED	FINAL APPROVED
Charges for Services				
Championship Golf Course	3,542,663	3,735,000	3,992,444	
Mountain Golf Course	627,986	675,000	690,926	
Facilities (Chateau & Aspen Grove)	387,701	370,000	406,900	
Ski	11,326,968	8,000,000	8,916,000	
Community Programming	1,274,149	1,275,000	1,294,414	
Parks	45,430	49,000	67,740	
Tennis	166,577	155,000	159,700	
Recreation Administration	(573,542)	(550,000)	(493,600)	
Facility Fee				
Championship Golf Course	679,323	794,818	794,818	
Mountain Golf Course	441,969	508,028	508,028	
Facilities (Chateau & Aspen Grove)	466,523	458,864	458,864	
Ski	605,662	221,238	221,238	
Community Programming	1,284,986	1,294,652	1,294,652	
Parks	957,601	958,698	958,698	
Tennis	147,323	163,880	163,880	
Recreation Administration	1,395,765	1,376,592	1,376,592	* 45776,170
Other miscellaneous				
Operating Grants	17,000	17,000	17,000	
Investment Income	23,608	52,000	30,000	
Sale of Assets	78,264	40,000		
Interfund services (green spaces)	87,711	72,000	77,920	
Intergovernmental (IV high school fields)	22,233	26,000	21,000	
Miscellaneous other	3,244			
Miscellaneous - Cell Tower Leases	104,576	104,000	106,480	
Subtotal	23,113,720	19,796,770	21,062,694	-
OTHER FINANCING SOURCES (specify)				
Transfers in (Schedule T)	400,000	645,000	-	
BEGINNING FUND BALANCE				
Prior Period Adjustments				
Residual Equity Transfers				
TOTAL BEGINNING FUND BALANCE	7,854,828	10,320,141	10,794,471	
TOTAL AVAILABLE RESOURCES	31,368,548	30,761,811	31,857,165	-

Incline Village General Improvement District
Community Services Special Revenue Fund

EXHIBIT "C"

REVENUES	(1)	(2)	(3) BUDGET YEAR ENDING 06/30/19	
	ACTUAL PRIOR YEAR ENDING 6/30/2017	ESTIMATED CURRENT YEAR ENDING 6/30/2018	TENTATIVE APPROVED	FINAL APPROVED
Sale of assets	62,952	30,000	-	
Capital Grants	113,615	192,000	923,000	
Subtotal	176,567	222,000	923,000	*
OTHER FINANCING SOURCES:				-
Operating Transfers In (Schedule T)				
Transfers designated from Facility Fees	2,619,078	2,704,020	3,605,360	*
Transfers from operating resources	1,199,830	650,000	2,275,000	*
				26,823,360
BEGINNING FUND BALANCE				
Prior Period Adjustment(s)				
Residual Equity Transfers				
TOTAL BEGINNING FUND BALANCE	2,061,541	2,423,808	162,864	
TOTAL RESOURCES	6,057,016	5,999,826	6,966,224	-
EXPENDITURES				
Championship Golf - New Project	737,054	570,100	492,400	
- Carryover Projects	180,958	225,600	-	
Mountain Golf - New Projects	81,481	413,000	150,300	
- Carryover Projects	39,347	214,400	-	
Facilities - New Projects	105,736	109,950	43,000	
- Carryover Projects	55,426	149,000	-	
Ski - New Projects	912,556	2,305,122	4,287,000	
- Master Plan	39,759	90,000	600,000	
- Carryover Projects	422,714	418,000	-	
Comm. Programming - New Projects	569,851	194,130	166,500	
- Carryover Projects	4,987	113,000	-	
Parks - New Projects	139,923	268,000	1,049,200	
- Carryover Projects	172,604	177,000	-	
Tennis - New Projects	49,022	46,660	98,000	
- Carryover Projects	-	20,000	-	
Comm. Services Admin - New Projects	935	95,000	27,500	
- Carryover Projects	110,857	158,000	50,000	
2017-18 Only Unbudgeted Projects	-	270,000	-	
Subtotal	3,633,210	5,836,962	6,963,900	-
OTHER USES				
CONTINGENCY (not to exceed 3% of total expenditures)				
Transfers Out (Schedule T)				
ENDING FUND BALANCE	2,423,806	162,864	2,324	
TOTAL COMMITMENTS & FUND BALANCE	6,057,016	5,999,826	6,966,224	-

Incline Village General Improvement District

Community Services Capital Projects Fund

EXHIBIT "D"

JOINT-USE AND MAINTENANCE AGREEMENT

THIS AGREEMENT is entered into this day between INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT, referred to as "IVGID," and WASHOE COUNTY SCHOOL DISTRICT, referred to as "SCHOOL DISTRICT," and WASHOE COUNTY, referred to as "COUNTY."

This Agreement is made with reference to the following facts which are a material part of this contract:

1. SCHOOL DISTRICT and IVGID have previously entered into a JOINT-USE AND MAINTENANCE AGREEMENT, dated August 26, 1975, (copy attached) providing for cooperative use and development of recreational facilities on SCHOOL DISTRICT sites and joint utilization of SCHOOL DISTRICT facilities compatible with community recreation.
2. SCHOOL DISTRICT is in the process of construction of a middle school and IVGID is in the process of construction of recreational fields abutting the new middle school.
3. The parties desire to combine provisions for the joint-use and maintenance of the various facilities owned by IVGID and SCHOOL DISTRICT in one agreement. Upon approval and execution of this Agreement, then the prior Agreement, dated August 26, 1975, shall be terminated.
4. The properties and facilities that are subject to this Joint-Use Agreement include such properties and facilities owned by the respective parties and designated by them from time to time.
5. Both the governing bodies of IVGID and SCHOOL DISTRICT are mutually interested in an adequate year-round program of community recreation. Such program can be best accomplished with the least possible expenditure of public funds, by the cooperative use of, as well as the joint planning and development of IVGID and SCHOOL DISTRICT facilities.
6. This Agreement is entered into pursuant to the provisions of NRS 277.045 for the purpose of the cooperative use and maintenance of the facilities as are designated.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree:

1. Upon approval and execution of this Agreement, the

JOINT-USE AND MAINTENANCE AGREEMENT, dated August 26, 1975, attached as Exhibit "A" shall be terminated.

2. This Agreement shall be on a continuing basis and not subject to termination so long as the joint-use of the respective facilities owned by IVGID and the SCHOOL DISTRICT shall not unreasonably interfere with the principal activities of the party owning such facilities. It is the intent of this paragraph to allow SCHOOL DISTRICT priority of use of its facilities for the regular conduct of school work. Provided however, this Agreement shall be reviewed once a year by the Boards of Trustees of the respective parties.
3. Use by IVGID of SCHOOL DISTRICT facilities:
 - a) SCHOOL DISTRICT will make available to IVGID, upon application, the SCHOOL DISTRICT facilities for special events, activities, and programs. SCHOOL DISTRICT will make its best efforts to make available to IVGID its facilities on a priority basis during the time after regular school hours and on weekends, holidays, and vacation periods.
 - b) It is hereby agreed that no user fee shall be charged IVGID for the use of the SCHOOL DISTRICT facilities.
 - c) IVGID agrees that when it is using the SCHOOL DISTRICT facilities, it will provide adequate personnel to properly supervise the activity or program and that it shall be responsible for any and all damages to the facilities caused by the use or abuse of its activity or program.
4. Use by SCHOOL DISTRICT of IVGID Facilities:
 - a) IVGID will make available to SCHOOL DISTRICT, upon application, the IVGID facilities for special events, activities, and programs. IVGID will make its best efforts to make available to SCHOOL DISTRICT its facilities on a priority basis during regular school hours.
 - b) It is hereby agreed that no user fee shall be charged SCHOOL DISTRICT for the use of the IVGID facilities.
 - c) SCHOOL DISTRICT agrees that when it is using the IVGID facilities, it will provide adequate personnel to properly supervise the activity or program and that it shall be responsible for any and all damages to the facilities caused by the use or abuse of its activity or program.
5. The IVGID General Manager, or his designee, and the SCHOOL DISTRICT'S Administrative Assistant, Student Services, or his designee, shall meet on a quarterly basis in August, November, February, May, and schedule the use of both the SCHOOL DISTRICT facilities and IVGID facilities which schedule may be varied by mutual agreement.

6. Both parties agree that each party shall furnish and supply and be completely responsible for all expendable materials necessary for carrying out their respective activities or programs. SCHOOL DISTRICT shall pay all costs for personnel, equipment, insurance, supplies, and all services necessary for operation of programs under the control and supervision of the SCHOOL DISTRICT, and IVGID shall assume all costs for personnel, equipment, insurance, supplies, and all services necessary for operation of programs under the control and supervision of IVGID.
7. Both parties agree that in the event of any dispute or differences arising, said difference shall be submitted to the respective department heads of IVGID and SCHOOL DISTRICT, namely, the IVGID General Manager or his designee and the SCHOOL DISTRICT'S Administrative Assistant, Student Services or his designee.
8. As the field lighting, sound system, and scoreboards are used exclusively for the IVGID recreational activities, IVGID shall pay all expenses in connection with repair, replacement, maintenance, and operation of said equipment, and shall pay all costs for electricity excluding electricity services to the school buildings. Should the SCHOOL DISTRICT desire to use these facilities for some special purpose during the school year, arrangements will be made with IVGID for such use. SCHOOL DISTRICT shall be fully responsible for loss or damage to the facilities set forth in this paragraph while they are under the use or control of SCHOOL DISTRICT. In the event SCHOOL DISTRICT uses the facilities set forth in this paragraph, then SCHOOL DISTRICT will pay for any utilities or maintenance required by reason of such use.
9. Each party shall be responsible for the clean-up of facilities owned by them except that after any scheduled program of use, then it shall be the responsibility of the party having last used the facility or provide clean-up of that area having been used.
10. Each party agrees to maintain insurance on structures on the respective sites owned by them.
11. IVGID shall provide utilities, personnel, and equipment necessary for gardening, irrigation and turf maintenance on the IVGID facilities.
- 2 (12.) SCHOOL DISTRICT shall provide personnel, utilities, and maintenance on facilities owned by SCHOOL DISTRICT.
- 2 (13.) A committee shall be set comprised of two representatives of SCHOOL DISTRICT and IVGID. The duties shall be to determine maintenance, make budget proposals, recommend procedures, and to generally help implement this Agreement.
14. It is agreed that IVGID shall hold harmless and free from liability the SCHOOL DISTRICT and COUNTY, their

trustees or commissioners, their officers, agents, servants, or employees, while acting as such, from all damages, costs, or expenses which any of them shall become obligated to pay by reason of liability imposed by law because of damages to property or injury to or death of persons received or suffered as a result of any act or omission by IVGID or sub-users of IVGID in the operation, supervision, control, or sponsorship of any activity or program upon SCHOOL DISTRICT premises or upon jointly developed premises. IVGID shall add the Board of Trustees of the WASHOE COUNTY SCHOOL DISTRICT as an additional insured on any policies of insurance against such potential liability, and provide the SCHOOL DISTRICT with a certificate of said liability insurance.

15. It is further agreed that the SCHOOL DISTRICT shall hold harmless and free from liability IVGID and COUNTY, their trustees or commissioners, their officers, agents or employees while acting as such, from all damages, costs or expenses which any of them shall become obligated to pay by reason of liability imposed by laws because of damages to property or injury to or death of persons received or suffered as a result of any act or omission by the SCHOOL DISTRICT or sub-users of SCHOOL DISTRICT in the operation, supervision, control, or sponsorship of any activity or program upon IVGID premises or upon jointly developed premises. The SCHOOL DISTRICT shall add IVGID, INCLINE VILLAGE, and COUNTY as an additional insured on any policies of insurance against such potential liability and provide IVGID with a certification of said liability insurance.

DATED: This 28th day of March, 1981.

WASHOE COUNTY SCHOOL DISTRICT

By *Jeff Carr Whitehead*
~~Virginia Palmer, President~~
Jeff Carr Whitehead, Acting President

By *Gene Hillygus*
Gene Hillygus, Clerk

INCLINE VILLAGE GENERAL
IMPROVEMENT DISTRICT

By *Gregory F. Engelhard*
Greg Engelhard, Chairman of the Board

By *Jane Maxfield*
Jane Maxfield, Secretary/Treasurer

WASHOE COUNTY

By *Bill Farn*

ADDENDUM NO. 1

TO JOINT USE AND MAINTENANCE AGREEMENT
Dated March 24, 1981

This Addendum is entered into between INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (IVGID), WASHOE COUNTY SCHOOL DISTRICT (SCHOOL DISTRICT), and WASHOE COUNTY (COUNTY) with reference to the following facts:

1. The parties have previously entered a Joint Use and Maintenance Agreement dated March 24, 1981.
2. The parties, in Paragraphs 10, 14, and 15 of the said Joint Use and Maintenance Agreement have provided for certain hold harmless and insurance obligations.
3. In March of 1982; IVGID and SCHOOL DISTRICT were advised by their respective insurance representatives that it would be beneficial and advantageous to the parties to amend said agreement to provide for a "Waiver of Subrogation" provision to be applicable in the event of a loss covered by fire insurance.
4. The parties have agreed to amend said agreement to provide the waiver of subrogation provision which is hereinafter set forth.

NOW THEREFORE, the parties agree to amend said agreement to provide a new Paragraph 16 as follows:

" 16. Waiver of Subrogation. It is understood that each party carries fire and extended coverage insurance on the respective insurable properties they own. This paragraph is applicable only if a party receives payment under such insurance.

Each party hereby releases the other from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to

property caused by fire or any of the extended coverage and special coverage perils, even if such fire or other casualty shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible; provided, however, that this provision shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the fire insurance policies of all parties shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder. Each of the parties agrees that its policies will include such a clause or endorsement."

DATED this _____ day of _____, 1982.

WASHOE COUNTY SCHOOL DISTRICT

By Jerry Carr Whitehead, President

By J. Kay Loudon, Clerk

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT

By [Signature], Chairman

By [Signature], Sec./Treas.

WASHOE COUNTY

By _____

RESOLUTION--Approving and adopting a Joint Use and Maintenance Agreement between the Washoe County School District and the Incline Village General Improvement District.

WHEREAS, the Washoe County School District and the Incline Village General Improvement District propose to enter into a Joint Use and Maintenance Agreement providing for cooperative use and development of recreational facilities on the School District sites and joint utilization of School District facilities compatible with community recreation; and

WHEREAS, Washoe County, by and through the Board of County Commissioners of Washoe County, is a signatory on said agreement; and

WHEREAS, Washoe County supports the joint use of School District facilities for community recreation; and

WHEREAS, the agreement is entered into pursuant to the provisions of NRS 277.045, which requires the agreement to be approved by formally adopted resolution or ordinance;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WASHOE COUNTY that the attached Joint Use and Maintenance Agreement between Incline Village General Improvement District, the Washoe County School District and Washoe County is hereby adopted and approved and the Chairman of the Board of Washoe County Commissioners is hereby authorized to execute said agreement.

DATED this 24th day of April, 1981.

BOARD OF COUNTY COMMISSIONERS
OF WASHOE COUNTY

BY Bill Finner
Chairman

ATTEST:

Juli Bailey
County Clerk

ADDENDUM TO JOINT-USE AND MAINTENANCE AGREEMENT

This ADDENDUM AGREEMENT is made and entered this 11th day of March, 1986 by and between INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (hereinafter referred to as "IVGID"), and WASHOE COUNTY SCHOOL DISTRICT (hereinafter referred to as "DISTRICT").

R E C I T A L S

1. DISTRICT and IVGID have previously entered into a JOINT-USE and MAINTENANCE AGREEMENT dated March 24, 1981, copy attached, providing for cooperative use and development of recreational facilities on DISTRICT sites and joint utilization of DISTRICT facilities compatible with community recreation.

2. DISTRICT and IVGID now desire to amend this JOINT-USE AND MAINTENANCE AGREEMENT by way of this Addendum.

NOW, THEREFORE, in consideration of the mutual covenants and agreements made herein, it is agreed as follows:

1. The foregoing recitals are incorporated herein as though set forth in full.

2. The following language shall be added as an addendum to Paragraph 14 of the March 24, 1981 JOINT-USE AND MAINTENANCE AGREEMENT:

"In the event IVGID is unable to obtain insurance against such potential liability after reasonable efforts to do so, IVGID agrees to be self-insured for such liability and to provide the SCHOOL DISTRICT and COUNTY evidence satisfactory to the SCHOOL DISTRICT and COUNTY that IVGID has the financial ability to respond to any judgment against the SCHOOL DISTRICT and COUNTY arising from such liability."

3. All other provisions of said JOINT-USE AND MAINTENANCE AGREEMENT which are not inconsistent with this Addendum Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum Agreement on the day and year first above written.

WASHOE COUNTY SCHOOL DISTRICT

INCLINE VILLAGE GENERAL
IMPROVEMENT DISTRICT

By Robert G. Whettenmore
President

By Robert C. Woy
Chairman of the Board

By Edward Van Gorder
Clerk

By Pamela L. Wight
Secretary-Treasurer

WASHOE COUNTY

By [Signature]
President/Chairman

EXHIBIT "E"

Fw: Records Request - Incline High School's/Northern Nevada Aquatics' Use of the Rec Center Pool for Practices/Events

From: "s4s@ix.netcom.com" <s4s@ix.netcom.com>
To: Herron Susan
Cc: "DReese@rkglawyers.com" <DReese@rkglawyers.com>, Wong Kendra Trustee <wong_trustee@ivgid.org>, Callicrate Tim <tim_callicrate2@ivgid.org>, Horan Phil <horan_trustee@ivgid.org>, Dent Matthew <dent_trustee@ivgid.org>, Morris Peter <morris_trustee@ivgid.org>
Subject: Fw: Records Request - Incline High School's/Northern Nevada Aquatics' Use of the Rec Center Pool for Practices/Events
Date: May 9, 2018 1:13 PM
Attachments: [Washoe County School District Joint Use Agreement.pdf](#)

Ms.Herron -

How about substantively responding to the request, which you have not?

2. Does the agreement you have provided cover Northern Nevada Aquatics ("NNA")?
3. Does the agreement you have provided set forth the dates/times a day that have been agreed to by IVGID for the high school swim team's exclusive use of the Rec Center's swimming pool for swim meets for the period July 1, 2017 through the present?
4. Does the agreement you have provided set forth the dates/times a day that have been agreed to by IVGID for the NNA's swim team's exclusive use of the Rec Center's swimming pool for swim meets for the period July 1, 2017 through the present?
5. Does the agreement you have provided set forth the dates/times a day have been agreed to by IVGID for the high school swim team's exclusive use of the Rec Center's swimming pool for swim practices for the period July 1, 2017 through the present?
6. Does the agreement you have provided set forth the dates/times a day have been agreed to by IVGID for the NNA's swim team's exclusive use of the Rec Center's swimming pool for swim practices for the period July 1, 2017 through the present?
8. Does the agreement you have provided identify what the NNA is paying IVGID for its swim team's exclusive use of the Rec Center's swimming pool for swim meets and practices the period July 1, 2017 through the present?
9. Does the agreement you have provided identify what visiting swim teams/their organizations/districts participating in events/practices at the Rec Center swimming pool are paying IVGID for their use of the Rec Center's swimming pool for the period July 1, 2017 through the present?
10. Does the agreement you have provided identify what the parents and family members of high school and NNA swim team members, spectators, visiting swim team parents, family members, spectators and others are paying IVGID to watch the swim team's as well as visiting swim team's use of the Rec Center's swimming pool for swim meets/practices for the period July 1, 2017 through the present?
11. Does the agreement you have provided identify what IVGID is paying/crediting back to those who have purchased Rec Center memberships which include use of the Rec Center's swimming pool when exclusive access and use of that pool has been given to the high school or NNA swim team to for the period July 1, 2017 through the public?

Since the answers are "no, no...no and no," where do you get off stating "this completes (my) records request in its entirety?"

Do you intend to comply with your duties under the NPRA and provide the missing records? If so when? If not why not?

I am forwarding a copy of this e-mail string to the IVGID Board asking they take action against you for noncompliance with the NPRA. For a salary of nearly \$100K annually, the public expects far more than Ms. Herron's response to my PRA request. If this were the first or second or third episode of non-compliance, I and others I know would be more inclined to give Ms. Herron a bit of "slack." But since the current episode is another example of Ms. Herron's regular "business as usual" approach, she is entitled to no slack.

Please agendize a matter for the next Board meeting to address Ms. Herron's intentional non-compliance with the NPRA.

And please include a copy of this e-mail string in the next Board packet in compliance with the Board's current "correspondence" policy. I want the rest of the community to see how diligently Ms. Herron fulfills her Public Records Officer duties.

Thank you for your cooperation. Aaron Katz

-----Forwarded Message-----

From: "Herron, Susan"

Sent: May 9, 2018 11:31 AM

To: "s4s@ix.netcom.com"

Subject: RE: Records Request - Incline High School's/Northern Nevada Aquatics' Use of the Rec Center Pool for Practices/Events

Dear Mr. Katz,

Attached is the Washoe County School District Joint Use Agreement in response to your request below.

This completes your records request in its entirety.

Susan A. Herron, CMC

Executive Assistant/District Clerk/Public Records Officer

Incline Village General Improvement District

893 Southwood Boulevard, Incline Village, NV 89451

P: 775-832-1207

F: 775-832-1122

M: 775-846-6158

sah@ivgid.org

http://ivgid.org

From: s4s@ix.netcom.com <s4s@ix.netcom.com>

Sent: Monday, April 30, 2018 8:36 AM

To: Herron, Susan <Susan_Herron@ivgid.org>

Cc: Devon Reese <dreesee@rkglawyers.com>

Subject: Records Request - Incline High School's/Northern Nevada Aquatics' Use of the Rec Center Pool for Practices/Events

Hello Ms. Herron -

Another records request.

Last Friday's Tahoe Tribute reveals that the Incline High School has been using the Rec Center's swimming pool for their events/meets and in all likelihood, their swim team's practices.

I would like to examine records which disclose:

1. Any agreements between the high school and IVGID which evidences the former's use of the Rec Center's swimming pool for high school swim team meets/practices for the period July 1, 2017 through the present;
2. Any agreements between Northern Nevada Aquatics ("NNA") and IVGID which evidences the former's use of the Rec Center's swimming pool for swim team meets/practices for the period July 1, 2017 through the present;
3. The dates/times a day have been agreed to by IVGID for the high school swim team's exclusive use of the Rec Center's swimming pool for swim meets for the period July 1, 2017 through the present;
4. The dates/times a day have been agreed to by IVGID for the NNA swim team's exclusive use of the Rec Center's swimming pool for swim meets for the period July 1, 2017 through the present;
5. The dates/times a day have been agreed to by IVGID for the high school swim team's exclusive use of the Rec Center's swimming pool for swim practices for the period July 1, 2017 through the present;
6. The dates/times a day have been agreed to by IVGID for the NNA swim team's exclusive use of the Rec Center's swimming pool for swim practices for the period July 1, 2017 through the present;
7. What the high school/school district ("WCSD") is paying IVGID for its swim team's exclusive use of the Rec Center's swimming pool for swim meets and practices the period July 1, 2017 through the present;

8. What the NNA is paying IVGID for its swim team's exclusive use of the Rec Center's swimming pool for swim meets and practices the period July 1, 2017 through the present;
9. What visiting swim teams/their organizations/districts participating in events/practices at the Rec Center swimming pool are paying IVGID for their use of the Rec Center's swimming pool for the period July 1, 2017 through the present;
10. What the parents and family members of high school and NNA swim team members, spectators, visiting swim team parents, family members, spectators and others are paying IVGID to watch the swim team's as well as visiting swim team's use of the Rec Center's swimming pool for swim meets/practices for the period July 1, 2017 through the present;
11. What IVGID is paying/crediting back to those who have purchased Rec Center memberships which include use of the Rec Center's swimming pool when exclusive access and use of that pool has been given to the high school or NNA swim team to for the period July 1, 2017 through the public.

Thank you for your cooperation. Aaron Katz

EXHIBIT "F"

RECREATION CENTER POOL

APRIL 2018

POOL SCHEDULE SUBJECT TO CHANGE



Time	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
6:00-7:00am	LAP SWIM	LAP SWIM	LAP SWIM	LAP SWIM	LAP SWIM	CLOSED	
7:15-8:15am	LIQUID Cardio		LIQUID Cardio		LIQUID Cardio	LAP SWIM	LAP SWIM
8:00-9:30am	LAP SWIM					LAP SWIM	
9:30-10:30am	9:30am -Aqua Fitness COMBO M,T,W,F,Sa POWER H2O Th Limited Lap Swim						LAP SWIM & Limited Rec Swim
10:45-11:45am	Lap Swim & Limited Rec Swim	Aqua Fitness H2O Basic & Limited Lap Swim	Lap Swim & Limited Rec Swim	Aqua Fitness H2O Basic & Limited Lap Swim	Lap Swim & Limited Rec Swim	LAP SWIM & Limited Rec Swim	
12:00-1:00pm	LAP SWIM/RECREATION SWIM						INFLATABLE SLIDE or DIVING BOARD open 12:00pm-4:00pm
1:00-2:00pm	Diving Board available 12:00pm-3:00pm M-Th 12:00pm-5:00pm F					Lap Swim & Limited Rec Swim	
2:00-3:00pm	Group Swim Lessons 3:00pm-5:15pm (session starts 4/2)						LAP & Limited REC SWIM
3:00-4:00pm	To register call the Parks & Rec desk at (775) 832-1310					LAP & Limited REC SWIM	
4:00-5:00pm	Incline Aquatics Swim Team 5:30pm-6:30pm Northern Nevada Aquatics Swim Team 5:00-7:00pm Incline HS Swim Team 6:30-7:30pm						LAP & Limited REC SWIM til close
5:00-6:00pm	LAP & Limited REC SWIM					LAP & Limited REC SWIM til close	
6:00-7:00pm	LAP & Limited REC SWIM til close						LAP & Limited REC SWIM til close
7:00-7:45pm	LAP & Limited REC SWIM til close					LAP & Limited REC SWIM til close	
8:00-8:45pm	LAP & Limited REC SWIM til close						LAP & Limited REC SWIM til close
8:00-8:45pm	LAP & Limited REC SWIM til close					LAP & Limited REC SWIM til close	
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY		
7:15am LIQUID CARDIO	9:30am COMBO	7:15am LIQUID CARDIO	9:30am POWER H2O	7:15am LIQUID CARDIO	9:30am COMBO		
9:30am COMBO	10:45am H2O BASIC	9:30am COMBO	10:45am H2O BASIC	9:30am COMBO			

Please contact the Host Desk at (775) 832-1300 or visit us online at www.inclinerecreation.com for more information

*Pool schedule subject to change

RECREATION CENTER POOL

MAY 2018



LAP SWIM		LAP SWIM		LAP SWIM	CLOSED	
LIQUID Cardio	LAP SWIM	LIQUID Cardio	LAP SWIM	LIQUID Cardio	LAP SWIM	
LAP SWIM					LAP SWIM	LAP SWIM
9:30am Aqua Fitness COMBO M,T,W,F,Sa POWER H2O Th limited Lap Swim					Group Swim Lessons 9:30am-11:10am (session starts 5/13)	
Lap Swim & Limited Rec Swim	Aqua Fitness H2O Basic & Limited Lap Swim	Lap Swim & Limited Rec Swim	Aqua Fitness H2O Basic & Limited Lap Swim	Lap Swim & Limited Rec Swim	Lap Swim & Limited Rec Swim	
LAP SWIM/RECREATION SWIM					INFLATABLE SLIDE or DIVING BOARD open 12:00pm-4:00pm	INFLATABLE SLIDE or DIVING BOARD open 12:00pm-4:00pm
Diving Board available 12:00pm-3:00pm M-Th 12:00pm-5:00pm F						
Group Swim Lessons 3:00pm-5:15pm (session starts 5/14)				Lap Swim & Limited Rec Swim		
To register call the Parks & Rec desk at (775) 832-1310				Limited Lap/Rec		
Incline Aquatics Swim Team 5:30pm-6:30pm Northern Nevada Aquatics Swim Team 5:00-7:00pm Incline HS Swim Team 6:30-7:30pm					LAP & Limited REC SWIM	LAP & Limited REC SWIM
LAP & Limited REC SWIM til close						
LAP & Limited REC SWIM til close					CLOSED	
7:15am LIQUID CARDIO	9:30am COMBO	7:15am LIQUID CARDIO	9:30am POWER H2O	7:15am LIQUID CARDIO	9:30am COMBO	
	10:45am H2O BASIC		10:45am H2O BASIC			
9:30am COMBO		9:30am COMBO		9:30am COMBO		



Please contact the Host Desk at (775) 832-1300 or visit us online at www.inclinerecreation.com for more information

*Pool schedule subject to change

EXHIBIT “G”

Northern Nevada Aquatics



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Northern Nevada Aquatics

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Event

Incline/Tahoe Novice Meet

June 16, 2018

Registration Deadline June 16, 2018

Only For Billing Group(s) Coaches

Description

Novice Meet for all Squid, Seahorse and summer only swimmers.

Forms/Documents:

Photos:



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EXHIBIT "H"

Incline Village General Improvement District Facility Fee Reconciliation by Dwelling Unit per Parcel and Venue Component

	Components per Parcel			Per Parcel Facility Fee	Total 2017-18 Facility Fee	Amount per Venue Component		
	Operating	Capital	Debt Service			Operating	Capital	Debt Service
Golf - Championship	\$ 22	\$ 51	\$ 24	\$ 97	\$ 794,818	\$ 180,268	\$ 417,894	\$ 196,656
Golf - Mountain Facilities	40	22	-	62	\$ 508,028	\$ 327,760	\$ 180,268	\$ -
Diamond Peak Ski	18	16	22	56	\$ 458,864	\$ 147,492	\$ 131,104	\$ 180,268
Youth & Family Programming	(200)	114	113	27	\$ 221,238	\$ (1,638,800)	\$ 934,116	\$ 925,922
Senior Programming	26	-	-	26	\$ 213,044	\$ 213,044	\$ -	\$ -
Recreation Center	20	-	-	20	\$ 163,880	\$ 163,880	\$ -	\$ -
Comm. Services Administration	81	31	-	112	\$ 917,728	\$ 663,714	\$ 254,014	\$ -
Parks	108	60	-	168	\$ 1,376,592	\$ 884,952	\$ 491,640	\$ -
Tennis	86	31	-	117	\$ 958,698	\$ 704,684	\$ 254,014	\$ -
Recreation Allocation	14	5	1	20	\$ 163,880	\$ 114,716	\$ 40,970	\$ 8,194
	\$ 215	\$ 330	\$ 160	\$ 705	\$ 5,776,770	\$ 1,761,710	\$ 2,704,020	\$ 1,311,040

	Operating	Capital	Debt Service	Total
Recreation Facility Fee Allocation:	\$ 250	\$ 320	\$ 160	\$ 730
(Operating \$190 + \$49 Reserves)	\$ 266	\$ 308	\$ 156	\$ 730
(Operating \$183 + \$75 Reserves)	\$ 211	\$ 303	\$ 216	\$ 730
(Operating \$171 + \$40 Reserves)	\$ 239	\$ 277	\$ 214	\$ 730
	\$ 258	\$ 199	\$ 273	\$ 730
	\$ 211	\$ 230	\$ 274	\$ 715

	Operating	Capital	Debt Service	Total
2016-17	\$ 75	\$ 24	\$ 1	\$ 100
2015-16	\$ 75	\$ 24	\$ 1	\$ 100
2014-15	\$ 65	\$ -	\$ 35	\$ 100
2013-14	\$ 63	\$ -	\$ 37	\$ 100
2012-13	\$ 66	\$ 17	\$ 17	\$ 100
2011-12	\$ 98	\$ -	\$ 17	\$ 115

(2004 Rec Bond matured 10/2014)
 (2003 Rec Bond matured 3/2013)
 (2004 Rec Bond matured 10/2014)
 (2003 Rec Bond matured 3/2013)

* * *

EXHIBIT "I"



Washoe County School District

Every Child, By Name And Face, To Graduation™



HIGHLANDER ATHLETICS

Over 70% of our students participate in athletics on one of the following teams:

- Boys and Girls X-Country
- Boys and Girls Golf
- Boys and Girls Tennis
- Boys and Girls Soccer
- Football
- Volleyball
- Boys and Girls Basketball
- Nordic and Alpine Skiing
- Rifle Team
- Wrestling
- Boys and Girls Track
- Softball
- Baseball
- Boys and Girls Swimming
- Cheerleading-Fall and Winter



EXHIBIT "J"



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[DIRECTOR OF PARKS & RECREATION \(/salaries/search/?q=DIRECTOR%20OF%20PARKS%20%26%20RECREATION\)](/salaries/search/?q=DIRECTOR%20OF%20PARKS%20%26%20RECREATION)

Regular pay: \$109,555.74

Overtime pay: \$0.00

Other pay: \$0.00

Total pay: \$109,555.74

Total benefits: \$41,170.70

Total pay & benefits: \$150,726.44

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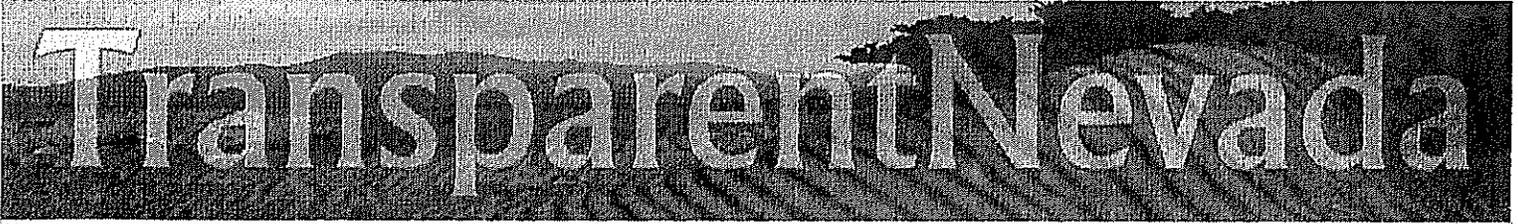
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[COACH-MS GIRLS BASKETBALL \(/salaries/search/?q=COACH-MS%20GIRLS%20BASKETBALL\)](/salaries/search/?q=COACH-MS%20GIRLS%20BASKETBALL)

Regular pay: \$4,335.00

Overtime pay: \$0.00

Other pay: \$0.00

Total pay: \$4,335.00

Total benefits: \$12.57

Total pay & benefits: \$4,347.57

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[Shane L Goddard \(/salaries/search/?q=Shane%20L%20Goddard\)](#)

[RECREATION SUPERVISOR-SPORTS \(/salaries/search/?q=RECREATION%20SUPERVISOR-SPORTS\)](#)

Regular pay: \$50,726.01

Overtime pay: \$0.00

Other pay: \$0.00

Total pay: \$50,726.01

Total benefits: \$28,659.66

Total pay & benefits: \$79,385.67

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[COACH-HS ASSIST BASEBALL \(/salaries/search/?q=COACH-HS%20ASSIST%20BASEBALL\)](/salaries/search/?q=COACH-HS%20ASSIST%20BASEBALL)

Regular pay: \$5,346.00

Overtime pay: \$0.00

Other pay: \$0.00

Total pay: \$5,346.00

Total benefits: \$15.51

Total pay & benefits: \$5,361.51

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Manava Suite Resort Tahiti
from \$223



Te Anau Lakeview Holiday Park
from \$34



Le Meridien Tahiti
from \$260

⌵ ×



May 9, 2018

To: Board of Trustee - Wong, Horan, Morris, Callicrate and Dent

cc: Susan Herron

From: Iljosa Dobler

This written statement is requested to be in the next Board of Trustee meeting packet and included in the minutes of this meeting

Three items of frustration

My husband sent, by e-mail, a memorandum dated April 8, 2018 to all trustees and Susan Herron and asked that the memorandum be included as correspondence in the next Board Packet. Mrs. Herron did not include the memorandum in the April 11, the April 25, and this May 9, packet. He followed up by e mail on May 3, requesting it be put in the packet and was ignored. I know at the last meeting Trustee Horan made a proposal to eliminate all citizens correspondence in the Board Packet, however, that agenda item went nowhere. So was it decided by staff members to eliminated correspondence? I have a copy of Cliff's memo and again request that it be placed in the correspondence section of the next Board packet. I will say that Cliff's memo dealt with the Capital Projects Budget misrepresentations. It's interesting that the memo can now only make it into the Board packet on May 23, 2018, after the Budget has probably been approved.

At the Feb 21, 2018 Board Meeting , Indra Winquest presented a Service & Cost Recovery on 28 different programs which provided ONLY the percentage of costs which were being recovered. The presentation, however, never reported the costs. Trustees Dent and Horan told Indra to come back to the Board with the costs of each program and I assume Kenda Wong was to put the request for a presentation of the costs on a future agenda. Five board meeting have passed and still no agenda item. Ask for something and its gets ignored even at the Board level.

I passed out copies of Board Policy 13.1.0 which is on the IVGID website . This policy which was approved on July 1, 2015, make no grammatical sense and therefore cannot be read or understood. How could a board approve a document so unprofessionally written. I assume a lawyer prepared and reviewed it. Who was the lawyer? It's hard to believe that this incoherent policy could be on the website for almost three years. Has this Board ever looked or read the Policy? This is very scary.

April 9, 2018

To: IVGID Board Chair Wong and Trustees Horan, Morris, Callicrate and Dent

CC: Susan Herron, Board Clerk

From: Clifford F. Dobler

Re: Capital Projects Asset Replacement Funding - As presented in the March 28, 2018 Board Packet

This correspondence is requested to be included in the packet of the next Board of Trustees meeting.

At the March 28, 2018 Board meeting Mr. Eick presented two separate Capital Projects Asset Replacement Funding Plans for the Community Services and Beaches on packet pages marked 24 and 25. These pages identify the sources and uses of money to fund capital projects for the Community Services venues and the Beaches over the next five years beginning with fiscal year ending June 30, 2019. Both pages are titled "Executive Summary - 5 Year Projection Asset Replacement Funding" and are attached.

Page 24 indicates that **IF** the expenditures planned for the next five years actually occur there will be a \$2,760,422 cash shortage for the Community Services venues while the Beach venues will have a surplus of \$251,344. In order to cover the Community Services funding deficit, page 25 provides \$3,800,000 as an additional source of money by issuing a \$4,000,000 general obligation bond and using \$1,030,444 to begin repayment of the bond for the first two years of the Bond's ten year life.

These two pages have the following deficiencies, errors and/or deceptions:

- 1) Both Reports are titled "Executive Summary – 5 Year Projection Asset Replacement Funding." Based on this heading, most readers would assume that projects and their funding are being planned to replace existing facilities, machinery, equipment, staff uniforms and rental equipment. However, the subheading for the Planned Facility Fees are indicated for "Capital Maintenance."

Identifying exactly what these Reports are actually reporting cannot be determined. To add more confusion new projects such as the Diamond Peak Master Plan are part of these reports. Why would a new project be considered an asset replacement or a capital maintenance? These reports have no validity at all.

2) The funds are described as Community Services Capital Expenditure Fund and the Beach Capital Expenditure Fund, however, the last two audited and published Comprehensive Annual Financial Reports indicate the two funds are known as the Community Services Capital Project Fund and the Beach Capital Project Fund.

3) The planned allocation of Facility Fees to be used for Community Services Administration for the five year period is \$1,548,666 although there is only \$107,500 scheduled for capital expenditures. This results in a massive **OVERSTATEMENT** of \$1,441,166 for the Facility Fee required. Since the Administration Department has no real assets other than software this is a material misstatement. Previous fiscal year budgets for 2017 and 2018 reflect the same overstatement of the required Facility Fee planned for Community Services Administration. The combined Planned Facility fees were \$1,039,834 despite the fact that only \$123,500 was required for planned capital expenditures.

4) The overstatement of Facility Fees reported for the Community Services Administration is primarily offset by **UNDERSTATING** the amount of Facility Fees required to pay for expenditures at the following venues:

a) Championship Golf Course \$800,000

b) Ski Resort \$219,000

c) Tennis Center \$447,000

There are minor differences in the remaining venues. My observation is simple. Director of Finance Eick is concealing the necessary amounts to fund expenditures at certain venues hoping no one might notice the overstatement in the Administration area.

5) Reporting a total of \$1,030,000 of debt service payments on \$4 million of new bonds as a reduction of Planned Facility Fees in the so called Capital Expenditure Fund is beyond comprehension. (See Page 25) These payments belong in the established Community Services Debt Service Fund.

6) I must also call your attention to the Community Services Fund Planned Other Sources on pages 24 and 25 which identify Fund Balance for Land and Proceeds of Delinquent Taxes. I could not even begin to try to explain the logic behind this inclusion as a funding source for Capital Projects.

7) The improperly titled Beach Capital Expenditure Fund indicates the budget for fiscal year 2017-2018 provided \$327,484 of Sources with only \$130,500 to be expended. This creative accounting created "Cumulative" or excess funds of \$196,984. **This is not correct.** As I reported to you several times in the past and as indicated in the budget for 2017-2018 the Source of Funds were not only to be used for the current year expenditures but also to be used for \$ 202,000 for capital projects which were carried over from the 2016-2017 fiscal year. I attach page 31 of Form 4404LGF filed with the State of Nevada. As such there are no cumulative funds.

Please note on the 4404LGF Form the name of the fund is "Beach Capital Projects Fund".

All in all, as Devon Reese so eloquently stated in referring to the Flash Vote litigation: "This is a piece of garbage" --I will suggest to you the same is true for these "Asset Replacement Funding" sheets of paper. You cannot make any informed budgeting or other decisions based on these incomplete, inaccurate and misleading Executive Summaries.

For your convenience, I have prepared and enclosed a summary of the Resources and Expenditures by Venue for the next five years and the differences between the sources and expenditures. I think you will find this summary to be much clearer, accurate and truthful. It will also provide you with a condensed version of what we actually spend money on.

xhibits

Pages 24 & 25 of March 28, 2018 Board Packet - Titled "Executive Summary – 5 Year Projection Asset Replacement Funding”

Page 31 of State Budget Form 4404LGF - Beach Capital Projects Fund

CLIFF DOBLER Prepared Five page summary of the Five Year Capital Plan for Fiscal Years 2019-2023 reflecting the Capital Projects Funds resources and expenditures for the Community Services venues and the Beaches.

March 28, 2018		IVGID						
		Executive Summary - 5 Year Projection			Assumes no known funding for			
		Asset Replacement Funding			calendar year 2022 construction of Ski Way			
		Budget	Budget	Projected				
		2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
Community Services Capital Expenditure Fund								
Planned Facility Fees - Capital Maintenance								
Total Per Parcel		\$ 320	\$ 330	\$ 440	\$ 440	\$ 440	\$ 440	\$ 440
Championship		\$ 335,462	\$ 417,894	\$ 426,088	\$ 434,282	\$ 442,476	\$ 458,864	\$ 475,252
Mountain		171,822	180,268	188,462	196,656	204,850	213,044	221,238
Facilities		122,730	131,104	139,298	139,298	139,298	139,298	139,298
Ski Resort		908,202	934,116	950,504	975,086	1,007,862	1,032,444	1,057,026
New Resources post Ski Bond		-	-	901,340	901,340	901,340	901,340	901,340
Community Programming		245,460	254,014	262,208	270,402	278,596	286,790	294,984
Community Services Admin		548,194	491,640	434,282	376,924	311,372	245,820	180,268
Parks		245,460	254,014	262,208	270,402	278,596	286,790	294,984
Tennis		40,910	40,970	40,970	40,970	40,970	40,970	40,970
Total Community Services		\$ 2,618,240	\$ 2,704,020	\$ 3,605,360	\$ 3,605,360	\$ 3,605,360	\$ 3,605,360	\$ 3,605,360
Planned Other Sources:								
Creek Restoration Grant		\$ -	\$ -	\$ 186,000	\$ -	\$ -	\$ -	\$ -
ITF Incline Park Grant		-	-	737,000	-	-	-	-
Fund Balance for Land		-	-	88,243	-	-	-	-
Proceeds of Delinq. Taxes		-	-	718,452	-	-	-	-
Fund Balance for Legacy Proj.		-	1,300,000	1,925,000	-	-	-	-
Fund Balance for DP Master Plan		-	-	-	150,000	1,183,000	1,183,000	978,887
Total Community Service Sources		\$ 2,618,240	\$ 4,004,020	\$ 7,260,055	\$ 3,755,360	\$ 4,788,360	\$ 4,788,360	\$ 4,584,247
Scheduled Capital Expenditures								
Championship		\$ 373,500	570,100	515,400	666,950	1,115,700	297,880	440,400
Mountain		264,620	413,000	150,300	295,000	129,500	140,000	299,400
Facilities		254,570	109,950	43,000	313,260	46,000	133,400	88,000
Ski Resort		1,320,420	862,622	452,000	1,492,700	1,499,000	1,191,950	722,400
Ski Culvert		-	1,442,500	3,785,000	-	-	-	-
Ski Way		-	-	50,000	100,000	300,000	2,750,000	2,100,000
Ski Master Plan		350,000	-	-	150,000	1,183,000	1,183,000	978,887
Community Programming		579,820	194,130	116,500	225,700	127,500	337,550	536,500
Community Services Admin		28,500	95,000	27,500	-	80,000	-	-
Land Redemption		-	-	806,695	-	-	-	-
Parks		235,100	268,000	126,200	265,100	239,190	488,200	384,500
Parks Improvements Subject Grants		-	-	923,000	-	-	-	-
Tennis		77,020	46,660	98,000	460,500	73,600	5,000	14,500
Community Services Cumulative Sources versus Uses			\$ 2,058	\$ 168,518	\$ (45,332)	\$ (50,462)	\$ (1,789,082)	\$ (2,769,422)
Beach Capital Expenditure Fund								
Planned Facility Fees - Capital Maintenance								
Per Parcel		\$ 24	\$ 39	\$ 39	\$ 39	\$ 39	\$ 39	\$ 39
Total Beach		\$ 185,856	\$ 302,484	\$ 302,484	\$ 302,484	\$ 302,484	\$ 302,484	\$ 302,484
Planned Other Sources:								
Transfers from Fund Balance		\$ 208,444	\$ 25,000	\$ -	\$ 175,000	\$ -	\$ -	\$ -
Total Beach Sources		\$ 394,300	\$ 327,484	\$ 302,484	\$ 477,484	\$ 302,484	\$ 302,484	\$ 302,484
Scheduled Capital Expenditures								
		\$ 394,300	\$ 130,500	\$ 372,900	\$ 601,100	\$ 145,500	\$ 218,560	\$ 295,000
Beach Cumulative Sources vs Uses			\$ 196,984	\$ 126,568	\$ 2,952	\$ 159,936	\$ 243,860	\$ 251,344

CARPN 202,000
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March 28, 2018		IVGID			Executive Summary - 5 Year Projection			Assumes \$4 Million Bonded funding for calendar year 2022 construction of Ski Way		
		Asset Replacement Funding								
		Budget	Budget	Projected						
		2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23		
Community Services Capital Expenditure Fund										
Planned Facility Fees - Capital Maintenance										
	Total Per Parcel	\$ 320	\$ 330	\$ 440	\$ 440	\$ 440	\$ 440	\$ 440		
	Championship	\$ 335,462	\$ 417,894	\$ 426,088	\$ 434,282	\$ 442,476	\$ 458,864	\$ 475,252		
	Mountain	171,822	180,268	188,462	196,656	204,850	213,044	221,238		
	Facilities	122,730	131,104	139,298	139,298	139,298	139,298	139,298		
	Ski Resort	908,202	934,116	950,504	975,086	1,007,862	1,032,444	1,057,026		
	New Resources post Ski Bond	-	-	-	-	-	-	-		
	Debt Service on \$4M Ski Way	-	-	901,340	901,340	901,340	901,340	901,340		
	Community Programming	245,460	254,014	262,208	270,402	278,596	286,790	294,984		
	Community Services Admin	548,194	491,640	434,282	376,924	311,372	245,820	180,268		
	Parks	245,460	254,014	262,208	270,402	278,596	286,790	294,984		
	Tennis	40,910	40,970	40,970	40,970	40,970	40,970	40,970		
	Total Community Services	\$ 2,618,240	\$ 2,704,020	\$ 3,605,360	\$ 3,605,360	\$ 3,605,360	\$ 3,090,138	\$ 3,090,138		
Planned Other Sources:										
	Creek Restoration Grant	\$ -	\$ -	\$ 186,000	\$ -	\$ -	\$ -	\$ -		
	ITF Incline Park Grant	-	-	737,000	-	-	-	-		
	Fund Balance for Land	-	-	88,243	-	-	-	-		
	Proceeds of Delinq. Taxes	-	-	718,452	-	-	-	-		
	Proceeds of \$4M bond, net	-	-	-	-	-	-	-		
	Fund Balance for Legacy Proj.	-	1,300,000	1,925,000	-	-	3,800,000	-		
	Fund Balance for DP Master Plan	-	-	-	-	-	-	-		
	Total Community Service Sources	\$ 2,618,240	\$ 4,004,020	\$ 7,260,055	\$ 3,755,360	\$ 4,788,360	\$ 8,073,138	\$ 978,887		
	Scheduled Capital Expenditures	\$ 3,483,550	\$ 4,001,962	\$ 7,093,595	\$ 3,969,210	\$ 4,793,490	\$ 6,526,980	\$ 5,564,587		
	Championship	373,500	570,100	515,400	666,950	1,115,700	297,880	440,400		
	Mountain	264,620	413,000	150,300	295,000	129,500	140,000	299,400		
	Facilities	254,570	109,950	43,000	313,260	46,000	133,400	88,000		
	Ski Resort	1,320,420	862,622	452,000	1,492,700	1,499,000	1,191,950	722,400		
	Ski Culvert	-	1,442,500	3,785,000	-	-	-	-		
	Ski Way	-	-	50,000	100,000	300,000	2,750,000	2,100,000		
	Ski Master Plan	350,000	-	-	150,000	1,183,000	1,183,000	978,887		
	Community Programming	579,820	194,130	116,500	225,700	127,500	337,550	536,500		
	Community Services Admin	28,500	95,000	27,500	-	80,000	-	-		
	Land Redemption	-	-	806,695	-	-	-	-		
	Parks	235,100	268,000	126,200	265,100	239,190	488,200	384,500		
	Parks Improvements Subject Grants	-	-	923,000	-	-	-	-		
	Tennis	77,020	46,660	98,000	460,500	73,600	5,000	14,500		
	Community Services Cumulative									
	Sources versus Uses		\$ 2,058	\$ 168,518	\$ (45,332)	\$ (50,462)	\$ 1,495,696	\$ 134		
Beach Capital Expenditure Fund										
Planned Facility Fees - Capital Maintenance										
	Per Parcel	\$ 24	\$ 39	\$ 39	\$ 39	\$ 39	\$ 39	\$ 39		
	Total Beach	\$ 185,856	\$ 302,484	\$ 302,484	\$ 302,484	\$ 302,484	\$ 302,484	\$ 302,484		
Planned Other Sources:										
	Transfers from Fund Balance	\$ 208,444	\$ 25,000	\$ -	\$ 175,000	\$ -	\$ -	\$ -		
	Total Beach Sources	\$ 394,300	\$ 327,484	\$ 302,484	\$ 477,484	\$ 302,484	\$ 302,484	\$ 302,484		
	Scheduled Capital Expenditures	\$ 394,300	\$ 130,500	\$ 372,900	\$ 601,100	\$ 145,500	\$ 218,560	\$ 295,000		
	Beach Cumulative Sources vs Uses		\$ 196,984	\$ 126,568	\$ 2,952	\$ 159,936	\$ 243,860	\$ 251,344		

STATE BUDGET FORM

REVENUES	(1)	(2)	(3) BUDGET YEAR ENDING 06/30/18	
	ACTUAL PRIOR YEAR ENDING 6/30/2016	ESTIMATED CURRENT YEAR ENDING 6/30/2017	TENTATIVE APPROVED	FINAL APPROVED
Investment income				
Sale of assets	2,607	-	-	-
Subtotal				
OTHER FINANCING SOURCES:				
Operating Transfers In (Schedule T)				
Beach Special Revenue:				
Transfers of designated Facility Fees	186,259	185,856	302,484	302,484
Transfers from operating resources	150,665	40,000	82,000	25,000
BEGINNING FUND BALANCE				
Prior Period Adjustment(s)				
Residual Equity Transfers				
TOTAL BEGINNING FUND BALANCE	-	20,379	2,235	5,235
TOTAL RESOURCES	339,531	246,235	386,719	332,719
EXPENDITURES				
Capital improvement projects	319,152	96,000	130,500	130,500
Carryover projects	-	145,000	255,000	202,000
Subtotal	319,152	241,000	385,500	332,500
OTHER USES				
CONTINGENCY (not to exceed 3% of total expenditures)				
Transfers Out (Schedule T)				
ENDING FUND BALANCE	20,379	5,235	1,219	219
TOTAL COMMITMENTS & FUND BALANCE	339,531	246,235	386,719	332,719

Incline Village General Improvement District

BEACH CAPITAL PROJECTS FUND

**Incline Village Improvement District
Community Services and Beaches
Summary of five year capital plan 2019-2023**

Diamond Peak Ski Resort

Resources

Rec Fee	\$ 5,022,922
Repurpose funds used for retired Bonds	4,506,700
Special Revenue Fund Reserves	1,925,000
New Borrowings	3,800,000
Repayments on New Borrowings	(1,030,444)
	<u>14,224,178</u>

Expenditures

Ski Way & Parking reconfiguration	5,300,000
Incline Creek Culvert	3,785,000
Equipment - 17 pieces	1,648,850
Lift Maintenance & Improvements	1,115,000
Ski Rental Equipment	670,000
Snowmaking	480,000
Pavement Maintenance	465,000
Food & Beverage	333,000
Staff Uniforms	130,000
Other	516,200
	<u>14,443,050</u>
Difference	(218,872)

Diamond Peak Master Plan Expansion

Resources

Special Revenue Fund Reserves	<u>3,494,887</u>
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Expenditures

	<u>3,494,887</u>
Difference	

Championship Golf Course

Resources

Rec Fee	\$ 2,236,962
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Expenditures

Equipment	1,159,000
Maintenance Building renovations	730,000
Golf Course improvements	502,000
Paving Maintenance	437,000
Grill equipment & flooring	88,200
Other	120,130
	<u>3,036,330</u>
Difference	(799,368)

Parks

Resources

Rec Fee	1,392,980
Grant for Creek restoration	186,000
Grant from Duffield for new ballpark	737,000
	<u>2,315,980</u>

Expenditures

Incline Park New Ball field	737,000
Equipment 14 pieces	433,300
Retaining walls - Preston Field & Aspen Grove	489,750
Pavement Maintenance	202,000
Playground Equipment	235,000
Incline Creek Restoration	186,000
Other	143,140
	<u>2,426,190</u>
Difference	(110,210)

Community Programming

Resources

Rec Fee	\$ 1,392,980
---------	--------------

Expenditures

Pavement Maintenance	495,000
Replace Fitness Equipment	228,000
Replaster Pool & Decking	209,000
Front Walkway Pavers	130,000
Natorium Safety Enhancements	90,000
All other 7 maintenance items	191,750
	<u>1,343,750</u>

Difference	49,230
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Mountain Course

Resources

Rec Fee	1,024,250
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Expenditures

Course improvements	153,000
Pavement maintenance - Cart Paths	220,000
Pavement maintenance - Parking	59,500
Retaining Wall - Cart paths	92,500
Clubhouse Maintenance & Replacement	158,800
Equipment	145,400
Fuel Storage Facility & Wash Pad	120,000
Water Service line Replacement	65,000
	<u>1,014,200</u>

Difference	10,050
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Tennis

Resources

Rec Fee	204,850
---------	---------

Expenditures

Center Renovation	390,000
Pavement Maintenance	43,500
Exterior Painting	51,000
Resurface tennis courts	139,500
All other	27,500
	<u>651,600</u>

Difference	(446,750)
------------	-----------

Facilities

Resources

Re Fee \$ 696,490

Expenditures

Chateau - Flooring replacement 224,500
Chateau - Air Walls 96,860
Chateau - Enclose storage area 50,000
Chateau - all other 87,900
Aspen Grove - various improvements 125,900
Cargo Truck 38,500
623,660

Difference 72,830

Community Services Administration

Resources

Rec Fee 1,548,666
Proceeds of Delinquent Taxes 718,452
Special Revenue Fund Balance 88,243
2,355,361

Expenditures

Land redemption 806,695
Website Redesign & Upgrade 80,000
Fall protection for venues 27,500
914,195

Difference 1,441,166

GRAND TOTAL Excess of Resources over Expenditures. 52,496

Beaches

Resources

Rec Fee	\$ 1,512,420
Special Revenue Reserves	175,000

1,687,420

Expenditures

Burnt Cedar Beach Pool Rehab	575,000
Playground Replacement	230,000
Pavement Maintenance	216,500
Flatcapes and retaining walls	220,000
Ski Beach Bridge Replacement	120,000
Beach Furnishings	86,400
All other	185,100

1,633,000

Difference	54,420
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Capital Planning Capital Project Budgeting Policy 13.1.0

POLICY. The District will prepare and adopt a formal capital budget as part of their annual budget process. The capital budget will be directly linked to, and flow from, the Multi-Year Capital Improvement Plan. It may be necessary to modify projects approved in the capital plan before adopting them in a capital budget. Modifications may be necessary based on changes in project scope, funding requirements, or other issues. If these modifications are material, the District will consider the impacts these may have on its multi-year capital and financial plans. The capital budget should be adopted by formal action of the Board of Trustees, either as a component of the operating budget or as a separate capital budget. It will comply with all state and local legal requirements.

- 1.0 Preparing and Adopting the Capital Budget. The capital budget will include the following information:
 - 1.1 A definition of capital expenditure for the District.
 - 1.2 Summary information of capital projects by fund, function, venue/service or activity.
 - 1.3 A schedule for completion of the project, including specific phases of a project, estimated funding requirements for the upcoming year(s), and planned timing for acquisition, pre-design, design, and construction or acquisition activities and transition to complete operation.
 - 1.4 Descriptions of the general scope of the project, including expected service and financial benefits to the District.
 - 1.5 A description of any impact the project will have on the current or future operating budget.
 - 1.6 Estimated costs of the project, based on recent and accurate sources of information.
 - 1.7 Identified funding sources for all aspects of the project, specifically referencing any financing requirements for the upcoming fiscal year. ✓
 - 1.8 Funding authority based either on total estimated project cost, or estimated project costs for the upcoming fiscal year. Consideration should be given to carry-forward funding for projects previously authorized. ✓



**Capital Planning
Capital Project Budgeting
Policy 13.1.0**

- 1.9 Any analytical information deemed helpful for setting capital priorities.

The District needs a greater level of detail and information for non-routine capital projects than for routine projects. For non-routine projects, the capital budget should thoroughly describe the impact on the operating budget, number of additional positions required, tax or fee implications, and other financial or service impacts.

- 2.0 Reporting on the Capital Budget. The District recognizes the importance of timely and accurate reporting on projects adopted in the capital budget. Management, Trustees, and citizens should all have the ability to review the status and expected completion of approved capital projects. Periodic reports will be issued routinely on all on going capital projects. The reports will compare actual expenditures to the original budget, identify level of completion of the project, and enumerate any changes in the scope of the project, and alert management to any concerns with completion of the project on time or on schedule.

May 9, 2018

To: IVGID Board of Trustees - Kendra Wong, Tim Callicrate, Phil Horan, Peter Morris and Matthew Dent

From: Clifford F. Dobler

Re: Written Statement on Board of Trustees Meeting on May 9, 2018 - General Business Agenda Item F.1 Crew Quarters

This statement is to be included in the next Board of Trustee meeting packet and the Minutes to the May 9, 2018 Board of Trustee meeting.

This Board is being asked to approve a contract to construct Crew Quarters which is an asset of the Utility Fund. This contract plus other costs and past expenditures total \$228,174. The 2017/2018 capital projects budget only provides \$75,000 for this project. THE ESTIMATED ARE NOW THREE TIMES THE ORIGINAL BUDGET

Continuing another slick request by management is to commit \$153,174 of resources for budget overruns from a future budget which does not even exist and has not been approved. There are no future resources other than continuing to raid the money committed to the Effluent Pipeline.

THIS IS ABSOLUTELY MINDBOGGLING. THE ONLY RESOURCES TO FUND THIS COMMITMENT MUST COME FROM RESOURCES IN THE CURRENT BUDGET.

Board Practice 13.2.2.4 clearly states: "*Funds identified as financing resources may ONLY be expended by action of the Board of Trustees according to the District's Capital Improvement Project Budget.*" ACCORDING

A budget amendment is required in this current fiscal year.

Now regarding budget authority, Mr. Pinkerton wants you to believe he has the authority to spend our money on anything he decides if the spending stays within the entire Fund's annual budget. This means, he can add or delete projects as he sees fit. How is this possible, when he must comply with your Board Practice that requires his expenditures match the Capital Projects Budget the Board actually

approves. Why have a line item Budget if Mr. Pinkerton has unlimited discretion to move the budget around as he likes? There have been no Board approvals for these budget shuffling activities and NO OVERSIGHT as the actual results are not provided until October of each year which is five months after the end of each Fiscal year.

What's equally unacceptable, contradictory and false is Mr. Eick's narrative for the Capital Improvement Project Budget stating: *"the amount of a project budget may need to be amended from time to time and for those budget amendments which transfer funds from one project to another the GM can approve budget amendments below \$50,000 and the Board of Trustees MUST approve budget amendments above \$50,000."* There is no Board Policy or Practice which would validate that statement. There has never been any budget amendments transferring money from one project to another.

This construction contract cannot be approved until a proper budget amendment is initiated and approved complying with Board Practices along with disciplinary action taken with Mr. Eick for his false written statements.

STATE BUDGET AUGMENTATION IS NOT BOARD POLICY

Well it is the Wednesday night comedy hour starring our esteemed panel of 5or is it six trustees. We do not want to forget our sixth trustee the esteemed Mr. Guinasso.

Whether it is Mr. Horan or Ms. Wong quashing public dissent. Mr. Pinkerton figuring out a way to waste the public treasury on no-bid contracts. Mr. Eick trying to figure out a way to conceal our public financial records. Or....Mr. Johnston explaining why the board needs to come up with 2x or 3x as much money to fund a public works project.

Metaphorically, I would say that IVGID meetings are a target rich environment. The concealment and BS just never seems to stop.

Oh what interesting revelations this week has brought us.

At the top of the comedy agenda is our very own councilor Mr. Guinasso who the LA Times paper tell us has chosen to do battle to eliminate the scourge of Nevada's whore houses.

See LA Times story at this web address:

<http://www.latimes.com/nation/la-na-nevada-brothels-illegal-20180506-story.html>

Perhaps Mr. Guinasso should spend more time cleaning up IVGID's record on Open Meeting Law violations and destruction of public email records. Or perhaps he could bring Eric Schneiderman another former politician and attorney into his fold of political and sexual ethics advisors. Maybe we could also put Eric on the IVGID payroll.

Oh yes then there is that other story in the Reno paper at this address

<https://www.rgj.com/story/life/outdoors/2018/05/07/american-indian-tribe-stakes-claim-parts-tahoe-ski-resort-and-golf-course-properties/567108002>

Apparently IVGID has a little problem with the DP Master Plan. It seems that the Washoe Indian Tribe says that it owns much of the DP lands as well as much of the Championship Golf Course. Now Mr. Pinkerton as part of his integrity, and open government policy has

apparently known about this tribal claim for some time– but guess what.....

He has failed to let the public know about this claim. The RGJ article is the very first time that the public has heard about it and possibly the Board of Trustees.

The DP Summer carnival Plan (which I have opposed since day one) was railroaded through the community without a public vote. It is and will continue to be an enormous money-sucking pit for IVGID. The Washoe Indian claim is just another stake in the heart of this insane project.

Our final joke of the Wednesday night comedy hour is Chairperson Wong’s comment last night about the “mis-information” that is being circulated around town. Surely, she is referring to the flyer titled “Kendra Wong’s dirty dozen failings as Trustee/Chairperson”.

I challenge Ms Wong – right now to refute as inaccurate any item in that flyer. If any item in that flyer is inaccurate, I will see that the Committee for Honest Government in IV/CB redacts that information.

A new wind is blowing through this community. Our citizens want honest, open government, competitive bidding on all projects, and real leadership. Ms. Wong may be a good wife, fine teacher, and a kind person but she is a failure as leader and Trustee.

Real People. Real Help.



311

One Washoe. Connected.



Marriage License? Pothole? Property Taxes?

Washoe 311 is a customer service center that provides our community with accurate, helpful information 24 hours a day, 7 days a week.

With a region as large as Washoe County, it can be hard to know where to go with the questions we have, or where to turn for the services we need. Now, getting help is as easy as dialing 3-1-1.

Dial 311 from any phone or 775-328-2003



311

We Want To Hear From You – Stay Connected With Us:

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Kaye Shackford, 891 Donna Drive
May 9, 2018

Twenty-six years ago this week, my husband Joe and I moved to Incline Village. We set up our home and established our business. And we cherished the beauty, the goodness, of this place. Like others, we sought to give back. And we marveled at the diverse and talented people who chose to add value – umpiring at baseball games, working with our veterans and seniors, supporting the community through Rotary and Lions and the Incliners, creating Red White and Tahoe Blue, and, recently, the Boys & Girls Club Duffield Youth Program.

But about ten years ago, a dark presence took up residence here and set out to attack and destroy through anger, innuendo and downright falsehoods – taking aim at IVGID leadership and its employees, from our general managers and the staff all the way down to the servers at The Grille. And a small group slowly grew around the originator.

It became painful to sit through an IVGID Board meeting, with endless three-minute tirades, the same ungrounded angry spewing out over and over again. Joe and I sought to make visible a more than 40 year history of this person's frivolous lawsuits directed at cities, hospital districts, school districts, even county library districts, especially since newcomers to our community might be deceived by declarations of working for the common good.

It is a wonder that anyone would choose to run for Trustee, given the fusillade of filth thrown their way. It is not surprising that some of IVGID's employees have adopted a defensive attitude. If you've been on the receiving end of years of endless frivolous lawsuits, meritless Ethics Commission charges, and personal vindictive attacks, you, too, might be on guard.

But just yesterday, the viciousness of the attacks escalated over the top. A hate sheet is circulating in the Village, attacking Kendra Wong in her bid to be re-elected as IVGID Trustee. It is distorted, it is false, and it is disgustingly cruel and malicious character assassination.

I ask that every IVGID Trustee and every candidate for Trustee publically distance themselves from the document and its author or authors and disavow any relationship with whomever crafted it. And I ask that every concerned Incline Village and Crystal Bay resident do the same. If you know the author or authors, please tell them privately and powerfully that they have crossed way over the line, and to cease and desist.

And please unify in support of Kendra, recognizing the quite remarkable job she has done calmly and persistently to seek to hold together a fractious Board so that it can act as a Board. Let her know that you know that no one should be on the receiving end of such filth, especially as good and gracious a public servant as Kendra has shown herself to be.

Thank you.

DATE	DAY OF THE WEEK	TIME	LOCATION	MEETING	ITEMS SLATED FOR CONSIDERATION
07/11	Wednesday	6 p.m.	Chateau	Beaches 101 Education Session	
07/24	Tuesday	6 p.m.	Chateau	Regular Board Meeting	Distribution, Presentation, and Discussion of Draft Community Services Master Plan (Master Plan/Capital Plan Board Work Plan) Approve Indebtedness Report and related Debt Management Policy and related Five Year Capital Improvement Plan with Carryover Project List General Manager's Written Status Report STOKE Certification recognition Contract Award – Mountain Golf Course Restrooms Contract Award – Effluent Export Pipeline Condition Assessment Presentation of 4 page draft Annual Budget Popular Report for review and discussion (Financial Reporting Board Work Plan) Current and Potential Outside Agency Project Partnerships (Master Plan/Capital Plan Board Work Plan <i>(moved from 6/13 meeting so all Trustees could be in attendance)</i>) Discussion about Correspondence <i>(moved from 6/13 meeting so all Trustees could be in attendance)</i> Staff Report – Recap of 4 th of July activities/events
08/06	Monday	6 p.m.	Chateau	Community Services Master Plan Forum	
08/29	Wednesday	6 p.m.	Chateau	Regular Board Meeting	General Manager's Written Status Report Solid Waste Update Review/issue District General Counsel RFP General Manager's Annual Performance Evaluation
09/11	Tuesday	6 p.m.	Chateau	Capital Improvement Program Forum	
09/26	Wednesday	6 p.m.	Chateau	Regular Board Meeting	General Manager's Written Status Report
10/10	Wednesday	6 p.m.	Chateau	Community Services Master Plan Forum	
10/24	Wednesday	6 p.m.	Chateau	Regular Board Meeting	General Manager's Written Status Report Board's Self-Evaluation
11/14	Wednesday	6 p.m.	Chateau	Regular Board Meeting	Updated Popular Report for CIP (Financial Reporting Board Work Plan) General Manager's Written Status Report
12/12	Wednesday	6 p.m.	Chateau	Regular Board Meeting	General Manager's Written Status Report Acceptance of the Audit Report

DATE	DAY OF THE WEEK	TIME	LOCATION	MEETING	ITEMS SLATED FOR CONSIDERATION
				2019	
01/09	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
01/30	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
02/13	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
02/27	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
03/13	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
03/27	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
04/10	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
04/24	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
05/08	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
05/29	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
06/12	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
06/26	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
07/10	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
07/31	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
08/14	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
08/28	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
09/11	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
09/25	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
10/09	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
10/23	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
11/13	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
11/27	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
12/11	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
12/25	Wednesday	6 p.m.	Chateau	Regular Board Meeting	

<i>Items sitting in the parking lot (to be discussed but (a) not yet scheduled for a specific Regular Board Meeting) or (b) a future Board not on this calendar</i>
RFID Picture Passes – Item for next Strategic Plan or three years from now – software not available nor is infrastructure/hardware
TRPA EIS Contract at Diamond Peak
WCSD Joint Agreement
Award Construction Contract for Incline Park
Contract Award – Championship Golf Course Creek Restoration