



# NOTICE OF MEETING

The regular meeting of the Incline Village General Improvement District will be held starting at 6 p.m. on Wednesday, April 25, 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.*

**-OR-**

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

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**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

[www.yourtahoeplace.com](http://www.yourtahoeplace.com)

# NOTICE OF MEETING

Agenda for the Board Meeting of April 25, 2018 - Page 2

## E. OTHER REPORTS\*

1. Donald W. Reynolds Community Non-Profit Center annual report prepared by the Parasol Tahoe Community Foundation; DWR Center building usage report for calendar 2017 and Parasol "By the Numbers" snapshot for calendar 2017 presented by Executive Director Claudia Anderson – **pages 4 - 9**

## F. DISTRICT STAFF UPDATES\*

1. Verbal Update – Solid Waste Services (Director of Public Works Joe Pomroy) – **pages 10 - 22**
2. Verbal Update – Tahoe Water Suppliers Association – An Introduction (Director of Public Works Joe Pomroy) – **pages 23 - 37**
3. Verbal Update – End of 2018 Ski Season Wrap Up (Diamond Peak Ski Resort General Manager Mike Bandelin)

## G. GENERAL BUSINESS (*for possible action*)

1. Review, discuss, and possibly approve an amendment to the grant agreement between IVGID and the Incline Tahoe Foundation to increase the total grant amount to \$1,208,071 for renovations at Incline Park (Requesting Staff Members: Director of Parks and Recreation Indra Winquest and Director of Asset Management Brad Johnson) – **pages 38 - 83**
2. Review, discuss and possibly approve the required revision to Board Policy 3.1.0 as stated in the term sheet **and** proposed settlement and release agreement, with Governance Sciences Group, Inc. accepted by the Board of Trustees on March 28, 2018 (Requesting Staff Members: District General Manager Steve Pinkerton and District General Counsel Jason Guinasso) – **pages 84 - 102**
3. Review, discuss and possibly approve an improved method of handling correspondence submitted to the Board of Trustees/District (Requesting Trustee: Vice Chairman Phil Horan) – **pages 103 - 104**

## H. DISTRICT STAFF UPDATE (*for possible action*)

1. General Manager Steve Pinkerton – **pages 105 - 109**

## I. APPROVAL OF MINUTES (*for possible action*)

1. Regular Meeting of April 11, 2018 – **pages 110 - 142**

## J. REPORTS TO THE IVGID BOARD OF TRUSTEES\*

1. District General Counsel Jason Guinasso

# NOTICE OF MEETING

Agenda for the Board Meeting of April 25, 2018 - Page 3

- K. BOARD OF TRUSTEES UPDATE (**NO DISCUSSION OR ACTION**) ON ANY MATTER REGARDING THE DISTRICT AND/OR COMMUNITIES OF CRYSTAL BAY AND INCLINE VILLAGE, NEVADA\*
- L. CORRESPONDENCE RECEIVED BY THE DISTRICT\*
- M. 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.
- N. REVIEW WITH BOARD OF TRUSTEES, BY THE DISTRICT GENERAL MANAGER, THE LONG RANGE CALENDAR (*for possible action*) – **pages 143 - 146**
- O. CLOSED SESSION\* – The Board may consider a motion to enter into closed session to have a discussion regarding the Union Negotiations with the Operating Engineers of Northern Nevada pursuant to Nevada Revised Statutes 288.220
- P. ADJOURNMENT (*for possible action*)

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## CERTIFICATION OF POSTING OF THIS AGENDA

I hereby certify that on or before Friday, April 20, 2018 at 9:00 a.m., a copy of this agenda (IVGID Board of Trustees Session of April 25, 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)

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**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](http://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.



April 13, 2018

**FOUNDERS**

Warren Trepp  
Carla Hanson

**BOARD OF DIRECTORS**

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Carole Anderson  
Kevin Hameister  
Aimee LaFayette  
Catherine Hutton Markwell  
John McLaughlin  
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Aaron Moore  
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Catherine Reichenberg  
Bill Watson

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Wendy Mueller  
Janet Pahl  
Wayne Prim  
Gary Pulver  
Mike Smith  
David Williams  
Stuart Yount

Board of Trustees  
Mr. Steve Pinkerton, GM  
Incline Village General Improvement District  
893 Southwood Boulevard  
Incline Village, NV 89451

Dear Trustees and Mr. Pinkerton,

Attached please find the Donald W. Reynolds Community Non-Profit Center annual report prepared by the Parasol Tahoe Community Foundation. The enclosed report includes the following:

- DWR Center building usage report for calendar year 2017
- Parasol "By the Numbers" snapshot for calendar year 2017

Please note that Parasol's most recent audited financial statements for the 18-month period ending December 31, 2016 have been previously submitted. Our 2017 audited financial statement and annual report will be submitted as soon as they are available.

If you have any questions, please feel free to contact me directly. I look forward to presenting DWR Center building usage information to the IVGID Board of Trustees on Wednesday, April 25, 2018 at their regularly scheduled meeting.

On behalf of the Board of Directors and Staff of the Parasol Tahoe Community Foundation, I want to once again thank you for your ongoing partnership.

Sincerely,

A handwritten signature in purple ink, appearing to read "Claudia Andersen", with a long horizontal flourish extending to the right.

Claudia Andersen  
CEO

948 Incline Way  
Incline Village, NV  
89451  
775.298.0100  
parasol.org



### **Executive Summary**

The purpose of the Donald W. Reynolds Community Non-Profit Center (DWR Center) is to provide an economical and collaborative environment for non-profit organizations. The Parasol Tahoe Community Foundation (Parasol) continues to fulfill the economic purpose of the DWR Center by providing local non-profit organizations with grants for office space, storage space and meeting room usage which support their operating costs. Over the past fifteen years, these grants represent a total in-kind value of more than \$10.1 million in operational support. Also, Parasol continues to encourage collaboration – one of Parasol’s core values. Parasol requires that organizations utilizing the resources of the DWR Center be committed to collaboration and the benefits it provides to their organizations, our donors and the community at large. For example, annual resident renewal applications require organizations to report on their collaborative efforts that serve the Incline Village/Crystal Bay community. Additionally, Parasol continues to provide the grant research database and library of the Foundation Center to the community at no charge. The grant research center is open to the public, Monday-Friday from 9:00am-4:00pm. Parasol staff is available to provide training on database use. In 2017, 62 non-profit organizations utilized the resources of the DWR Center. Below is more detailed information on DWR Center use for the calendar year 2017.

### **Office Space**

For calendar year ending December 31, 2017, Parasol provided office space to eleven non-profit organizations serving our local community. With Parasol covering much of the overhead for these resident organizations, donors can have comfort that a larger percentage of their contributions to these organizations have had direct impact by supporting staff and programs. Below is a listing of 2017 DWR Center resident agencies and descriptions.

#### **American Red Cross of Northern Nevada**

Preventing and alleviating human suffering in the face of emergencies by mobilizing the power of volunteers and the generosity of donors

#### **Classical Tahoe**

Providing exceptional classical music performances by musicians from the best orchestras in the world, and innovative and inspiring educational programs to local, national and international audiences.

#### **Girls on the Run-Sierras**

Dedicated to creating a world where every girl knows and activates her limitless potential and is free to boldly pursue her dreams.

#### **Lake Tahoe Shakespeare Festival**

Established for the cultural benefit and enjoyment of all residents of and visitors to our region. We strive to plan, produce and advocate the finest cultural events at Lake Tahoe while educating future generations on the importance of including theater, music and art in their everyday lives

### **Rotary District 5190 Community Fund**

Providing service to others, promoting integrity, and advancing world understanding, goodwill, and peace through a fellowship of business professionals and community leaders

### **Simmaron Research**

Playing a key role in developing scientific research to improve diagnosis, treatment and medical understanding of CFS/ME and other neuroimmune diseases

### **SOS Outreach**

Delivering long-term life skills development to youth through progressive outdoor programs and providing value to communities where they operate

### **Tahoe Fund**

Enhancing the extraordinary natural environment of the Lake Tahoe Basin by building broad support and funding for public projects and programs that restore and sustain the Lake for the enjoyment of current and future generations

### **Tahoe Institute for Natural Science**

Advancing the natural history, conservation, and ecosystem knowledge of the Tahoe Region through science, education, and outreach

### **Tahoe Prosperity Center**

Uniting Tahoe's communities to strengthen regional prosperity

### **Tahoe SAFE Alliance**

Committed to ending the incidence and trauma of intimate partner/domestic violence, sexual assault and child abuse in the North Lake Tahoe/Truckee communities

### **Storage Space**

For calendar year ending December 31, 2017, Parasol provided eighteen organizations with storage space at no charge.

### **Meeting Room Use**

For calendar year ending December 31, 2017, Parasol provided free meeting room use to thirty-nine non-profit organizations. These meetings include regular meetings - board, staff, committee, donor, etc. - as well as other special meetings, events and workshops. Below is a short list of special activities held at the DWR Center in 2017.

- Trail of Treats & Terror (collaborative community Halloween event); over 900 community participants
- SOS Outreach Workshops (multiple); Sherpa, Student, Life Skills
- Tahoe SAFE Alliance Crisis Intervention Training Series; Spring & Fall
- Parasol-Foundation Center Directory Online; multiple grant research trainings
- Simmaron Research; CPET event
- SOS Outreach; Year 1 Meet & Greet event and Year 3 Workshop
- AAUW Tahoe Nevada; eight monthly dinner meetings
- Hela Bima World; nine speaker events
- Sierra Avalanche Center; avalanche education class

- Tahoe SAFE Alliance; staff trainings
- SOS Outreach Registration; Summer & Winter
- AAUW Tahoe Nevada; Game Night
- League to Save Lake Tahoe; staff retreat
- Girls on the Run-Sierras; coach training
- Military Officers Association; Lake Tahoe Dinner Party
- Tahoe SAFE Alliance; luncheon & workshop
- United Blood Services; community blood drive
- Lake Tahoe Shakespeare Festival; ticket training
- Parasol Presents forum; Current Thoughts on the Economy
- Rotary Club of Incline Village; Geno Auction Benefit
- Hela Bima World; 3-day retreat
- Lake Tahoe Shakespeare Festival; rehearsal
- Rotary Youth Exchange
- Get Out the Vote; community forum
- Nevada Psychology Internship Consortium
- Rotary Leadership Institute Training
- Incline Village Community Hospital Foundation; board/staff dinner
- Sierra Senior Services; food storage
- Simmaron Research; Community Patient Day
- Boy Scout Troop 37; Thanksgiving Dinner
- SOS Outreach; Youth Service Day
- Incline Village Community Hospital Foundation Mixer
- Rotary Club of Tahoe Incline; Monday lunch meetings
- Lake Tahoe West Restoration Partnership; large collaborative group focused on forest health

Parasol wishes to thank the IVGID Board of Trustees, both current and past, for their ongoing support and partnership in our efforts to strengthen the community we mutually serve.

**\$60.7** TOTAL GRANTMAKING  
million SINCE INCEPTION

**2017** Parasol Tahoe Community Foundation by the Numbers

**2017 TOTAL GRANTMAKING** **\$2.9**  
FROM ALL FUNDS million

**LOCAL GRANTS** **\$2,063,408** 72%

28% **\$815,658** **NATIONAL GRANTS**

### Program Areas

 **Arts, Culture & Heritage**  
**\$252,611** arts education, historical preservation, and a rich cultural experience

 **Education & Youth**  
**\$882,093** quality educational and training opportunities for children, youth and adults

 **Social Services**  
**\$674,805** resources for those in need as they move from temporary solutions to sustainable ones

 **Community Support**  
**\$586,215** collaborative leadership, civic initiatives, and faith-based causes

 **Environment**  
**\$483,343** environmental sustainability & education, recreation, ecosystems, and wildlife

*\*2017 figures are unaudited*

Made possible by our generous donors!

  
**parasol**  
TAHOE COMMUNITY FOUNDATION



The Parasol Tahoe Community Foundation is Tahoe's oldest and largest community foundation. We are dedicated to building prosperity through leadership, partnership and philanthropy. As a trusted partner in philanthropy, Parasol helps donors and nonprofits achieve their charitable goals to benefit our community.

#### WHAT WE DO



We work with donors to create charitable funds according to their specific needs and interests



We inform donors of critical issues and match them with giving opportunities



We are responsible stewards of the charitable assets entrusted to our care



We make grants and provide support to nonprofits working to improve our community



We encourage and participate in community partnerships



We promote the importance of philanthropy in building a prosperous community



**Solid Waste Services Report**  
**April 25, 2018**  
**Director of Public Works**  
**Joe Pomroy**

# Solid Waste Services Reports

- 1/18/17 BOT Meeting – Verbal Report
- 2/22/17 BOT Meeting – Verbal Report
- 4/25/17 BOT Meeting – Verbal Report
- 5/24/17 BOT Meeting – Staff Presentation
- 6/28/17 BOT Meeting – General Business
- 7/20/17 BOT Meeting – Staff Presentation
- 8/22/17 BOT Meeting – Staff Presentation
- 9/26/17 BOT Meeting – Staff Presentation
- 10/25/17 BOT Meeting – Staff Presentation
- 11/15/17 BOT Meeting – Staff Presentation
- 3/28/18 BOT Meeting – Staff Presentation

# GM Solid Waste Committee

- Reviewing Performance
- Reviewing Customer Service
- Update on Waste Management Activities
  - 1.99 Rate Increase on July 1, 2018
- Review of Zero Tolerance Statistics



# Yard Waste Program

## **YARD WASTE STICKER**

Place sticker on 32-gallon garbage bag (max. 40 lbs.)  
Leave curbside on your service day during program timeframe.

**April 30 - July 20, 2018**

**October 1 - 26, 2018**

*Green waste only please - material will be composted.*



*Incline Village and Crystal Bay*

2018

# In the Right-of-Way



# Not in the Right-of-Way



# In the Right-of-Way





# IVGID PUBLIC WORKS NEWS

JULY 2017

1220 Sweetwater Road, Incline Village NV 89451 . OFFICE HOURS: M-F 8 AM to 4:30 PM  
P: (775)832-1203 . F: (775)832-1260 . PW@IVGID.ORG . WWW.IVGIDPUBLICWORKS.ORG



## ZERO TOLERANCE TRASH ENFORCEMENT BEGINS ON AUGUST 1, 2017



YES



NO



NO

Visit [WWW.INCLINEVILLAGE.WM.COM](http://WWW.INCLINEVILLAGE.WM.COM) or call 775-831-2971 to learn more about trash service and how to avoid overages  
Visit [YOURTAHOEPLACE.COM/PUBLIC-WORKS](http://YOURTAHOEPLACE.COM/PUBLIC-WORKS) or call 775-832-1203 for IVGID Ordinance 1 and zero tolerance information

# 2018 Zero Tolerance Statistics

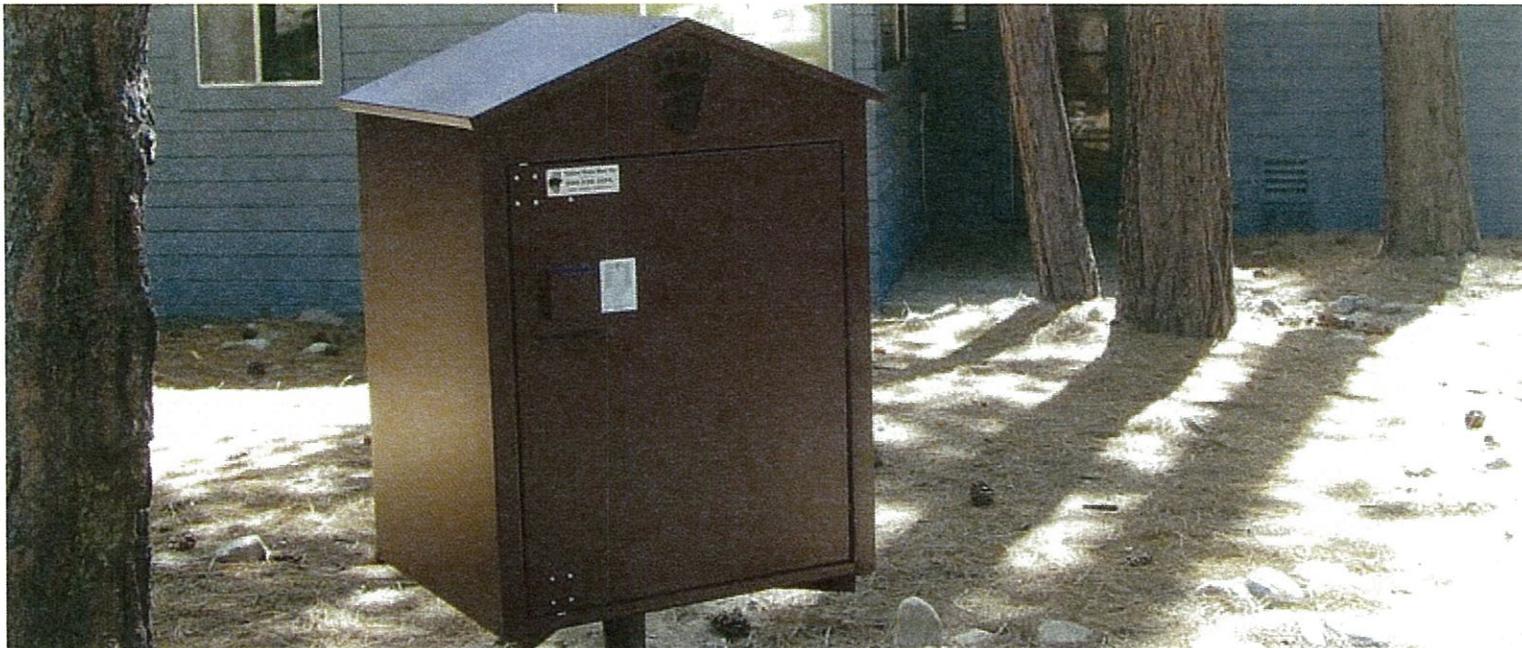
2018 Jan - Apr	Actions	Fines	Locking Carts Issued
Commercial	15	8	0
Residential	20	2	8
<b>Total</b>	<b>35</b>	<b>10</b>	<b>8</b>

# April 2017 vs April 2018

	Actions	Fines	Locking Carts Issued
March 2017 (pre Zero Tolerance)	11	1	2
March 2018	3	0	1

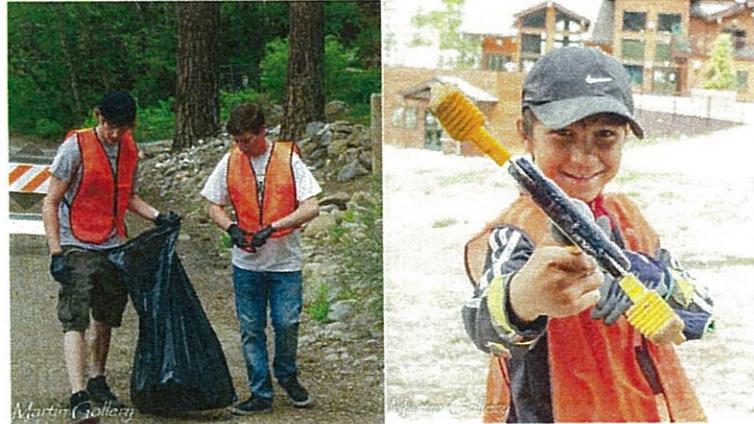
# Bear Sheds

- 1114 Bear Sheds in CB/IV
- \$150 Rebate through June 30, 2018
- 412 Rebates issued (Since July 1, 2014)



INCLINE VILLAGE & CRYSTAL BAY, NV  
**BEACH, STREET & TRAIL**  
**COMMUNITY CLEANUP DAY**

**SATURDAY, JUNE 2, 2018**  
9 am – 12 noon



**Volunteers are needed to pick up litter and trash.**

Meet at ASPEN GROVE COMMUNITY CENTER (960 Lakeshore Blvd.)  
to form teams, receive collection bags and location assignments  
Wear sturdy shoes, work clothes, long sleeved shirt, wide brim hat  
and work gloves. Remember your refillable water bottle  
and sunscreen. Check-in starts at 8:45 am.  
Children must be accompanied by an adult.

Coordinated by IVGID Waste Not and the Incline Rotary. Dumpsters donated by Waste Management Inc.

For more, information call: 775-832-1284 or email: [wastenot@ivgid.org](mailto:wastenot@ivgid.org)



**FREE LUNCH AT NOON**  
**PROVIDED BY THE INCLINE ROTARIES**



**Tahoe Water Suppliers Association**  
**An Introduction**  
**April 25, 2018**  
**Director of Public Works**  
**Joe Pomroy**

# Who is Filtration Exempt?

- 160,000 public water systems in U.S., (52,000 systems serve 300 mil)
- 12,000 surface water systems in US
- 60 filtration exempt systems in U.S.
- 6 filtration exempt systems at Lake Tahoe including IVGID
- Lake Tahoe is a Tier 3 Outstanding National Resource Water; mixed use watershed (recreation, body contact, drinking water)

# Why is there a Water Suppliers Association?

- Federal EPA Safe Drinking Water Act of 1986 included new regulations for surface water
- Language added into the NAC concerning Lake Tahoe System that don't filter water
- Demonstrate a level of protection against Cryptosporidium and Giardia
- Develop a watershed control program
- Maintain water intake lines



- 1986 – Advocacy during NAC Amendments
- 2002 - Nevada Tahoe Water Suppliers Association was formed
- 2002 - IVGID Resource Conservationist is installed as Executive Director of NTWSA
- 2005 - North Tahoe PUD became a member
- 2018 - There are 12 Public Water Systems

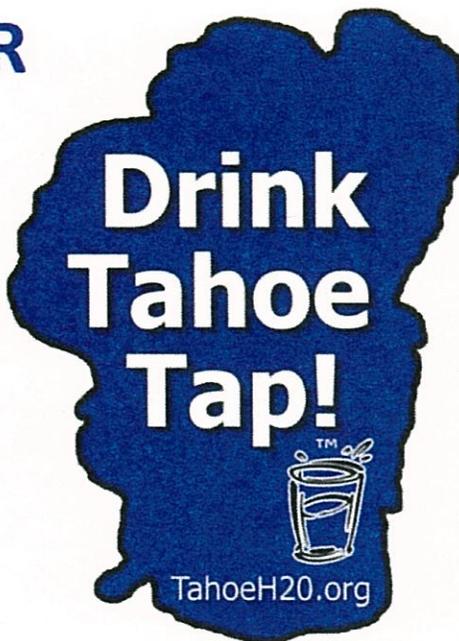
# Tahoe Water Suppliers Association

**It's the BEST WATER  
in the WORLD !**

**Provided by  
Mother Nature and the**



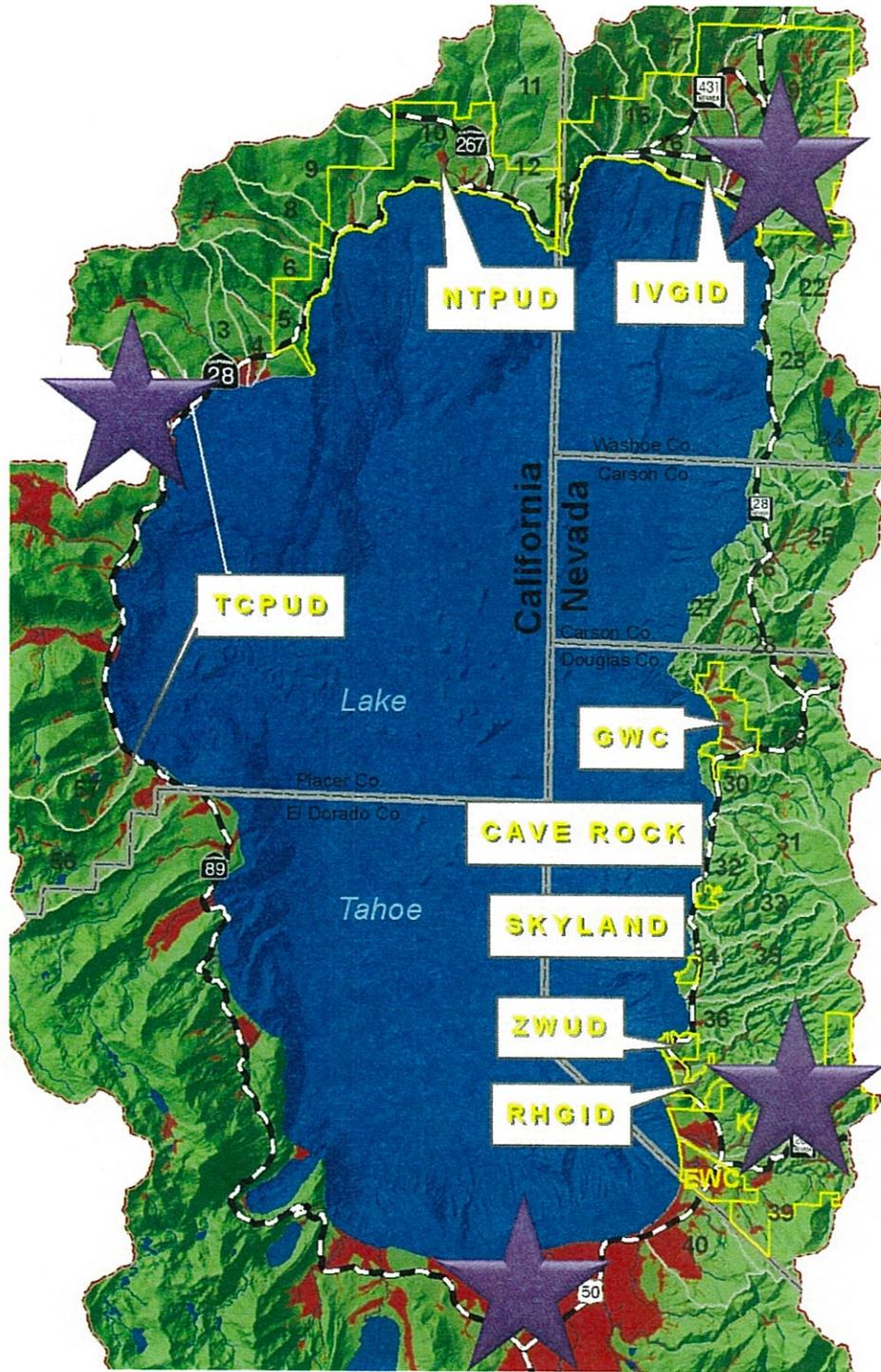
**Tahoe Water  
Suppliers  
Association**  
Protect the Source



**Cave Rock Water System  
Edgewood Water Company  
Glenbrook Water Company  
Incline Village GID  
Kingsbury GID  
Lakeside Park Association  
North Tahoe PUD  
Round Hill GID  
Skyland Water Company  
South Tahoe PUD  
Tahoe City PUD  
Zephyr Water Utility**

# Tahoe Water Suppliers Association

- Ensure a safe water supply
- Promote Responsible use
- Conduct a watershed sanitary survey
- Develop, implement and maintain an effective watershed control program
- Advocate for the protection of Lake Tahoe as a viable source of drinking water



# Tahoe Water Suppliers Association

## Risk Assessment:

- **USACE Risk Assessment Modeling Project**  
Phase 1, completed by Black and Veatch, 2008 – Time of transport maps and potential fate analysis for 3 intakes.
- **2014 Risk Assessment Update:** NDEP and TWSA funded, Dr. Geoff Schladow, UC Davis, Tahoe Environmental Research Center: Refined fate and transport modeling with finer grid and direct current data. “Gyres’ evident in lake from modeling. Lake currents have some predictability but high level of variance.
- **Quagga Mussel threat** – 2007 outreach campaign initiated, partnership support on Aquatic Invasive Species boat inspection program.
- **Aquatic Weeds Eradication**
  - Potential chemical addition to Lake Tahoe to control invasives
  - Nearshore Aquatic Weeds Working Group
  - Tahoe Keys Integrated Weeds Management Plan
- **Mutual Aid** – Local version of NVWarn for Tahoe Agencies

# Tahoe Water Suppliers Association

“Drink Tahoe Tap” campaign developed to increase public awareness of the high quality and value of Tahoe’s tap water.

- Community Outreach
- Messaging and Products
- Trademark



# Tahoe Water Suppliers Association

## “They Drop It, You Drink It”:

Program components:

- Citizen ‘pledge to pick up’ after pet.
- Flyer on effects of dog waste on water quality.
- Free bag holders for leashes.
- Free refill rolls.
- Sponsorship of dog waste bag dispensers and signage at trailheads near water around Lake Tahoe



## Lake Tahoe is Our Drinking Water Source

If you don't want to drink it; don't put it in the lake!

You Can Help "Protect the Source":

- *Don't Move a Mussel: launch clean & dry, AIS inspected watercraft.*
- *Follow TRPA Blue Boating policy on tuning, fueling and sanitation.*
- Ⓞ *Pick-up trash and litter from the shore.*
- Ⓞ *Use the restroom facilities; never the lake.*
- Ⓞ *Toddlers should wear swim diapers.*
- Ⓞ *Pick-up dog waste and dispose of it in the trash.*
- Ⓞ *Install your BMPs; eliminate soil & water runoff from your property.*
- Ⓞ *Keep your car well tuned and leak free. Never submerge an engine.*
- Ⓞ *To report a spill or boating emergency, call 911.*

## Drinking Water Week

MAY 3—9, 2015

What do you know about H<sub>2</sub>O?

### LOVE YOUR WATER.

The Tahoe Water Suppliers Association takes pride in bringing you the best drinking water in the world.

#### DRINK LOCAL, DRINK TAHOE TAP !

You can take action to protect TAHOE TAP WATER:

- Use refillable water bottles where you live, work and play;

Do everything you can to protect Lake Tahoe's watershed:

- Support the boat inspection process to keep invasive species out;
- Complete the required BMPs on your property;
- Never dumping anything hazardous on the ground;
- Be water-wise in your home and your home landscaping;
- Eliminate the use of chemical fertilizers and herbicides;
- Always pick up after your dog; and other simple actions.

Visit our website [www.Tahoeh2O.org](http://www.Tahoeh2O.org)  
or call 775-832-1212 for more information.



 American Water Works Association

Some of the finest drinking water  
in the world is available here.

No plastic bottle.  
No fancy label.

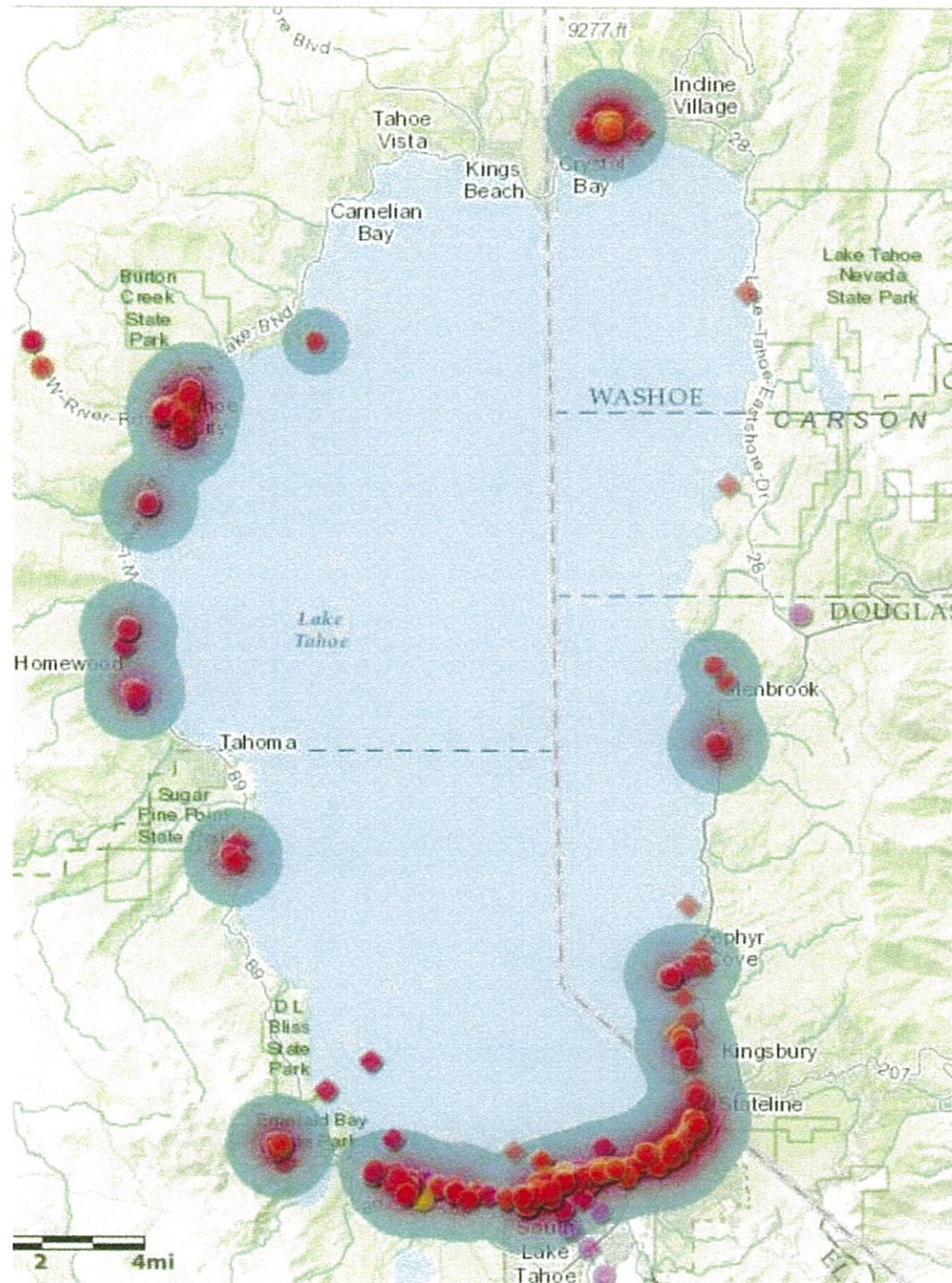
# Drink Tahoe Tap!

Looking to fill up your canteen?  
Visit [www.tapitwater.com](http://www.tapitwater.com)  
for Tahoe water filling locations!



More information:  
[www.DrinkTahoeTap.org](http://www.DrinkTahoeTap.org)  
[www.TahoeH2O.org](http://www.TahoeH2O.org)

## Aquatic invasive plants around the Lake Tahoe Basin 2015



Crystal Shores (and Emerald Bay, plus other sites) had successful eradication using bottom barriers and diver hand pulling over multiple seasons.

# Tahoe Fund Bottom Barrier Challenge

- Tahoe Fund/TWSA Bottom Barrier Purchase Project/Challenge Grant
- \$52,000 worth of bottom barriers purchased for Tahoe Resource Conservation District
- <https://vimeo.com/256686801>

# Ultraviolet Light Pilot Project

- The use of ultraviolet light at Lakeside Marina was tested in summer 2017, to determine if UV exposure can kill aquatic invasive plants.
- The project was a joint venture by Tahoe Resource Conservation District, Tahoe Fund, CA Tahoe Conservancy and Inventive Resources Inc.
- Initial results are promising. Long term efficacy to be evaluated (did the plants grow back)

# Ultraviolet Light Pilot Project



## MEMORANDUM

**TO:** Board of Trustees

**THROUGH:** Steven J. Pinkerton  
General Manager

**FROM:** Indra Winqest  
Director of Parks & Recreation

Bradley A. Johnson, P.E.  
Director of Asset Management

**SUBJECT:** Review, discuss, and possibly approve an amendment to the grant agreement between IVGID and the Incline Tahoe Foundation to increase the total grant amount to \$1,208,071 for renovations at Incline Park

**STRATEGIC PLAN:** Long Range Principal #5 – Assets and Infrastructure

**DATE:** April 16, 2018

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### **I. RECOMMENDATIONS**

That the Board of Trustees make a motion to authorize an amendment to the grant agreement between IVGID and the Incline Tahoe Foundation (ITF) to increase the grant amount by \$448,071.00 from \$760,000 to \$1,208,071 to allow an expanded scope of work for the Incline Park Renovation Project **and** authorize the General Manager to execute all necessary grant agreement documents upon review by District Counsel and Staff.

### **II. DISTRICT STRATEGIC PLAN**

Long Range Principle #5 – Assets and Infrastructure – The District will practice perpetual asset renewal, replacement, and improvement to provide safe and superior long term utility services and recreation activities.

- The District will maintain, renew, expand, and enhance District infrastructure to meet the capacity needs and desires of the community for future generations.

### **III. BACKGROUND**

On December 13, 2017, the Board of Trustees approved entering into a project grant agreement totaling up to \$760,000 with the ITF for renovations at Incline Park's three fields including the conversion of Field 3 to a dedicated baseball field. The Board also authorized an additional services addendum with Lloyd Consulting Group (Lloyd) to allow design of the proposed improvements.

During completion of design, Lloyd's team refined the project scope of work based on a physical assessment of the three fields at Incline Park. Lloyd also identified a number of opportunities to enhance playability at Field 3 and also identified drainage improvements at Field 3 that will help extend the playable season and provide an easier to maintain in-field.

These opportunities and enhancements, along with the additional estimated construction costs associated with them, were discussed with ITF and the Dave and Cheryl Duffield Foundation (DCDF) who agreed to fund an expanded scope of work.

The proposed facility renovations at Incline Park are now anticipated to include:

#### Field 1

- New scoreboard
- New perimeter fencing to secure field
- New backer board at backstop, including padding
- New modular dugouts

#### Field 2

- New terraced seating area
- New scoreboard
- New backer board at backstop, including padding
- New modular dugouts

#### Field 3

- New scoreboard with innings and naming rights panel
- New backer board at backstop, including padding
- New enclosed, modular dugouts with equipment storage\*
- New modular batting cage with retaining/seating wall\*
- Further expanded outfield dimensions with renovated outfield warning track\*
- New outfield perimeter french drain\*
- New outfield fencing
- New foul poles\*
- New baseball specific turf infield

- New full sand profile sub-drain infield drainage system\*

\*These items represent an expansion of the original project scope of work.

The District has received correspondence from ITF indicating that they have received a fully executed grant agreement (Exhibit A) from DCDF that allows them to amend the existing grant agreement with the District (Exhibit B) to increase the overall amount of the grant to include the expanded scope of work. The proposed amendment will increase the grant amount by \$448,071 from the existing amount of \$760,000 to \$1,208,071.

The project design is currently being finished and the project will be publicly bid for construction with the goal of constructing the improvements during the summer of 2018.

The project grant agreement with ITF, along with the proposed grant amendment, provides naming rights to DCDF for Incline Park as discussed and approved by the Board of Trustees on December 13, 2017 and is consistent with the donor naming policy between IVGID and ITF authorized by the Board of Trustees at the June 28, 2017 meeting.

#### **IV. BID RESULTS**

This project will be publicly advertised for construction bidding the week of April 23, 2018 with bids opening on May 24, 2018. The bid results will be presented to the Board of Trustees for consideration of a construction contract award at the June 13, 2018 meeting.

#### **V. FINANCIAL IMPACT AND BUDGET**

Design, procurement, and construction costs on this project will be 100% funded by ITF up to \$1,208,071. The District will provide in-kind Staff time for project management and contract/construction oversight.

#### **VI. ALTERNATIVES**

The Board of Trustees can reject the project grant agreement amendment with ITF and direct Staff to not move forward with the proposed expanded scope of work for improvements at the Incline Park Ball Fields.

Review, discuss, and possibly approve  
an amendment to the grant agreement  
between IVGID and the Incline Tahoe Foundation  
to increase the total grant amount to \$1,208,071  
for renovations at Incline Park

-4-

April 16, 2018

## **VII. ATTACHMENTS**

- A. Fully Executed Grant Agreement between ITF and the DCDF.
- B. Fully Executed Grant Agreement between IVGID and ITF as authorized by the Board of Trustees on December 13<sup>th</sup>, 2017.

## **VIII. 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.

# Exhibit A

**Grant Agreement**  
**Incline Village General Improvement District**  
**and**  
**Incline-Tahoe Parks and Recreation Vision Foundation, Inc.**  
**dba Incline Tahoe Foundation**

This Grant Agreement (“AGREEMENT”) is made and entered into as of this 14th day of December 2017 by and between the Incline Village General Improvement District (“DISTRICT”), a municipal corporation and Incline Tahoe Foundation (ITF), a 501(c)(3) corporation.

**RECITALS**

- A. Whereas, the DISTRICT owns that certain real property known as the Incline Park located at 948 Incline Way, Incline Village, NV 89451, APN 137-030-15;
- B. Whereas, Incline Park includes three softball/baseball/soccer fields which are available to both Residents and Non-Residents.
- C. Whereas, a private non-profit foundation is interested in the renovation of the Incline Park Facility and has approved grant funds to Incline Tahoe Foundation to provide non-profit status and act as the lead organization to work with the DISTRICT (See Exhibit A);
- D. Whereas, the DISTRICT desires ITF to assist with funding of the Incline Park and Facilities renovation;
- E. Whereas, the DISTRICT possesses the skills, tools, and knowledge to perform such renovation of the Park and Facilities; and
- F. Whereas, ITF possesses the skills, tools, and knowledge to perform grant management for renovation of the Park and Facilities.

Now therefore, the parties agree as follows:

**1. Facilities Defined.**

- 1.1 **Included Facilities.** The following list of facilities (hereinafter the “Facilities,” as more fully depicted in Exhibit B, attached hereto and incorporated herein by reference) are subject to this Agreement and included within the improvements funded by ITF set forth herein: Softball/Baseball/Soccer Fields 1, 2, and 3, including dugouts,

scoreboards, backstops, terraced seating, batting cage, perimeter fencing, signage, landscaping, irrigation, and drainage.

- 1.2 **Excluded Facilities.** The following facilities are not subject to this Agreement and remain the DISTRICT's responsibility for improvements:
  - Parking Lots, ADA Parking, and sidewalks
  - Park Facilities – Skate Park, trails, trash/recyclable containers, restrooms, scorekeeper booths, and sidewalk lighting
  - Long term operations and maintenance of the three fields and Facilities
2. **Inspection and Maintenance.** The DISTRICT agrees to inspect and maintain the Park and Facilities pursuant to the terms and conditions of this AGREEMENT.
3. **DISTRICT Responsibilities.** The DISTRICT shall be responsible for the following:
  - 3.1 **Utilities.** The DISTRICT shall be responsible for payment of all Park utilities.
  - 3.2 **Winterization.** The DISTRICT shall be responsible for determining date for winter closure of the park and opening of Park in the spring.
  - 3.3 **Design, Permitting and Construction.** The DISTRICT shall manage completion of the design of all improvements associated with the Incline Park Facility Renovation. Upon completion of the design and approval by ITF and the private foundation for the Incline Park Facility Renovation, the DISTRICT will follow the requirements of Nevada Revised Statutes (NRS) 338 in publicly bidding and constructing the improvements of the project. All permitting efforts for construction with Washoe County and the Tahoe Regional Planning Agency will be led by the DISTRICT.
  - 3.4 **Reimbursement.** The DISTRICT shall invoice ITF for expenses incurred by the DISTRICT for work completed in accordance with this Agreement. Invoicing shall be on a reimbursement basis and shall be submitted no more frequently than monthly. In no case shall reimbursement for expenses exceed the amount authorized in this AGREEMENT except as allowed by AGREEMENT amendment.
  - 3.5 **Coordination and Communication.** The DISTRICT shall provide a staff person who shall serve as the primary contact for coordination and

direction of DISTRICT obligations under this AGREEMENT. Said staff person shall be the DISTRICT's Director of Parks and Recreation unless a different contact person is designated by the DISTRICT. All references in this AGREEMENT to coordination and communication with the DISTRICT shall be directed to the Director of Parks and Recreation or their designee. ITF shall also designate a primary point of contact for all coordination and direction of ITF obligations under this Agreement. The primary point of contact must be a resident of Incline Village, NV.

- 3.6 Applications and permits for events which constitute Special Events as defined by the DISTRICT, will be handled through the DISTRICT's Special Event permitting process. This includes but is not limited to any and all permits with Washoe County and the Tahoe Regional Planning Agency.
- 3.7 Event Fees. The DISTRICT shall determine the assessment of fees for events at the Park. Final approval of the event fees shall be the sole responsibility of the DISTRICT.
- 3.8 Park Closure. The Incline Park shall remain closed outside of Incline Park normal hours. The Park shall be open during Incline Park normal operating hours subject to the following: the Park will be closed to the public for unscheduled events including but not limited to inclement weather, unscheduled maintenance needs, or access issues.

**4. ITF Responsibilities.** ITF shall be responsible for the following:

- 4.1 Grant Management. ITF shall perform the responsibilities as defined in the grant AGREEMENT with the private foundation, including management of grant funds and reporting.
- 4.2 Acquisition of Grant Funds. ITF shall acquire the necessary funds to allow completion of the improvements associated with the Incline Park Facility Renovation and provide evidence to the DISTRICT of receipt of those funds by ITF prior to the DISTRICT authorizing start of work and incurring expense. In no case shall the DISTRICT be required to incur expenses associated with the Incline Park Facility Renovation prior to receipt of adequate funds by ITF to allow complete reimbursement of those DISTRICT expenses.
- 4.3 Reimbursement. ITF shall process reimbursement requests submitted by the DISTRICT for work completed in accordance with this AGREEMENT. ITF shall provide reimbursement to the DISTRICT

within 30 days of approval of the DISTRICT's reimbursement request by ITF.

**5. ITF Fees.** ITF charges its Partner Organizations 3% of the grant amount or donations for Administration Fees to be used by ITF for the administration of the non-profit. An agreed upon amount between ITF and the DISTRICT shall be withheld by ITF for this purpose.

**6. Grant Amount.** ITF has received grant funds in the amount of \$760,000 for the Incline Park Facility Renovation Project of which 3% (\$22,800) will be withheld consistent with Article 5 of this AGREEMENT. ITF will provide \$737,200 to the DISTRICT to manage and implement the Incline Park Facility Renovation Project unless altered by AGREEMENT amendment.

**7. Term of AGREEMENT.**

7.1 Term length. This AGREEMENT shall commence on the effective date of this AGREEMENT and continue through the conclusion of the Incline Park Facility Renovation Project.

7.2 Early Termination. In the Event of this MOU being terminated early, remaining grant funds secured for the Incline Park Facility Renovation Project will be forfeited to the DISTRICT.

**8. Limitations of Liability.**

8.1 Consequential Damages. Notwithstanding any provision in this AGREEMENT to the contrary, the DISTRICT agrees not to assert against ITF any claim, demand or suit for consequential, incidental, indirect or special damages arising from any aspect of the performance or nonperformance of the Services by the DISTRICT under this AGREEMENT, and the DISTRICT waives any such claim, demand or suit against ITF.

8.2 Exclusivity. The provisions of this section constitute ITF's exclusive liability and the DISTRICT's sole remedy with respect to ITF's performance of the Services and the DISTRICT hereby expressly and knowingly releases ITF from any further liability.

8.3 Fines and Penalties. If during the term of this AGREEMENT, any governmental or regulatory authority or agency assesses any fines or penalties against the DISTRICT arising from the DISTRICT's failure to maintain the Facilities in accordance with applicable laws, such fines and penalties shall be the sole responsibility of the DISTRICT.

**9. Notices.** Any notice required to be given under this AGREEMENT shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to DISTRICT: Incline Village General Improvement District  
Attn: Director of Parks and Recreation  
980 Incline Way  
Incline Village, Nevada 89451

Provide a copy to: IVGID Legal Counsel  
Attn: Jason D. Guinasso, Esq.  
500 Damonte Ranch Parkway, Suite 980  
Reno, Nevada 89521

If to the ITF: Incline Tahoe Foundation  
Attn: Incline Park Facility Renovation Project  
948 Incline Way  
Incline Village, Nevada 89451

**10. Assignment.** This AGREEMENT is personal to ITF. As such, ITF has no right to assign any part of this AGREEMENT, or any part of its obligations under this AGREEMENT in whole or in part. ITF may not grant concessions in or upon the Property or to, at, and about the Facilities without the prior written approval of the DISTRICT. Neither this AGREEMENT nor any interest in this AGREEMENT shall be assignable without the prior written consent of the DISTRICT.

**11. Legal Authority, Licenses, Permits.** ITF represents and warrants to the DISTRICT that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of ITF to conduct all work and responsibilities contemplated by this AGREEMENT. ITF represents and warrants to the DISTRICT that it shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this AGREEMENT, any licenses, permits, insurance and approvals which are legally required of ITF to conduct all work and responsibilities contemplated by this AGREEMENT.

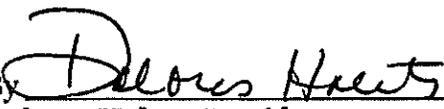
**12. Waiver.** Waiver of a breach or default under this AGREEMENT shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this AGREEMENT.

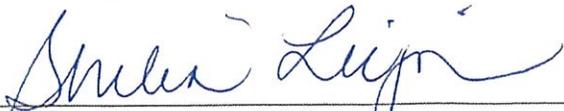
**13. Good Faith.** The parties agree to exercise reasonable efforts and good faith to effectuate the terms and conditions of this AGREEMENT.

- 14. Controlling Law Venue.** This AGREEMENT and all matters relating to it shall be governed by the laws of the State of Nevada and any action brought relating to this AGREEMENT shall be held exclusively in the Incline Village – Crystal Bay Township Justice Court.
- 15. Amendments.** This AGREEMENT may be modified or amended only by a written document executed by both ITF and the DISTRICT and approved as to form by the DISTRICT's Counsel.
- 16. Severability.** If any term or portion of this AGREEMENT is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this AGREEMENT shall continue in full force and effect.
- 17. Entire AGREEMENT.** This AGREEMENT constitutes the complete and exclusive statement of AGREEMENT between ITF and the DISTRICT. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this AGREEMENT.
- 18. Execution.** This AGREEMENT may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this AGREEMENT, it shall not be necessary to produce or account for more than one such counterpart.
- 19. Authority to Enter AGREEMENT.** Each party has all requisite power and authority to execute, deliver, and perform under this AGREEMENT. Each party warrants that the individuals who have signed this AGREEMENT have the legal power, right, and authority to make this AGREEMENT and to bind each respective party.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the date first written above.

**Incline Tahoe Foundation:**

By   
Dolores Holets, President  
Incline Tahoe Foundation

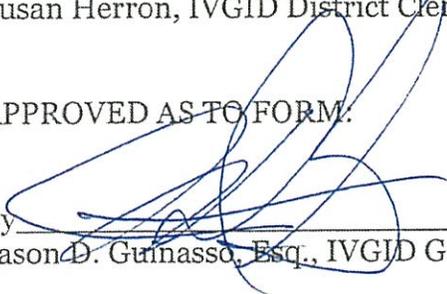
By   
Shelia Leijon, Founder and Secretary,  
Incline Tahoe Foundation

Incline Village General Improvement District: ATTEST:

By   
Steve Pinkerton, IVGID General Manager

By:   
Susan Herron, IVGID District Clerk

APPROVED AS TO FORM:

By   
Jason D. Guinasso, Esq., IVGID General Counsel

Attachments:

Exhibit A – Letter of Commitment to ITF from the Dave & Cheryl Duffield  
Foundation

Exhibit B – Incline Park Facility Renovation Project Option C



Incline-Tahoe Parks and Recreation Vision Foundation  
dba Incline Tahoe Foundation  
948 Incline Way  
Incline Village, NV 89451  
Telephone: 775.298.0299

November 30, 2017

Indra Winquest  
Director of Parks & Recreation  
Incline Village Parks & Recreation  
980 Incline Way  
Incline Village, NV 89451

**RE: Letter of Commitment from the Dave & Cheryl Duffield Foundation (DCDF)**

Dear Indra:

ITF is pleased to inform IVGID that our foundation has received a letter of commitment for a grant of up to \$760,000 from the Dave & Cheryl Duffield Foundation. The funds for the grant are to be used for the Incline Park Facility Renovation Project. I have attached a copy of the letter from DCDF for your review.

ITF is looking forward to working with IVGID on this exciting project. Once the BOT approves the project, we will formalize the grant and its attachments with DCDF. Meanwhile, if you require additional information, please do not hesitate to contact me.

Warm Regards,

Dolores J. Holets  
ITF Board President

Attachment: Letter of Commitment from the Dave & Cheryl Duffield Foundation

# Dave & Cheryl Duffield Foundation



November 28, 2017

Ms. Dolores Holets  
Board President  
Incline-Tahoe Parks and Recreation Vision Foundation  
dba Incline Tahoe Foundation  
948 Incline Way  
Incline Village, NV 89451

RE: Dave & Cheryl Duffield Foundation Grant to the Incline Tahoe Foundation

Dear Dolores:

The Dave & Cheryl Duffield Foundation ("DCDF") is pleased to inform the Incline Tahoe Foundation ("ITF") that, subject to the execution of a mutually acceptable grant agreement between DCDF and ITF, a grant amount of up to \$760,000 has been approved for the Incline Park Facility Renovation Project, located at 939 Southwood Boulevard, Incline Village, NV 89451. This letter of commitment precedes the formal grant agreement between the DCDF and ITF and is based on the attached engineering estimate, titled *Incline Park Facility Renovation Project, Option C*.

Upon approval of the project by the IVGID Board of Trustees, DCDF will work with ITF to determine the structure and timing of payments for the project, such as design, phased construction costs, etc. It is also our understanding that IVGID Engineers are currently working with Lloyd Engineering to obtain a cost estimate for the design of the renovation project. Once the formal design has been completed, IVGID will send out RFQ's for bids for the project. These documents will become the formal exhibits attached to the grant between ITF and DCDF.

We are looking forward to working with the Incline Tahoe Foundation in its important work in support of the Incline Village community.

Sincerely,

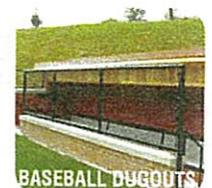
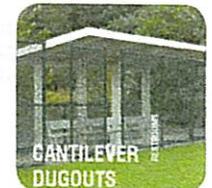
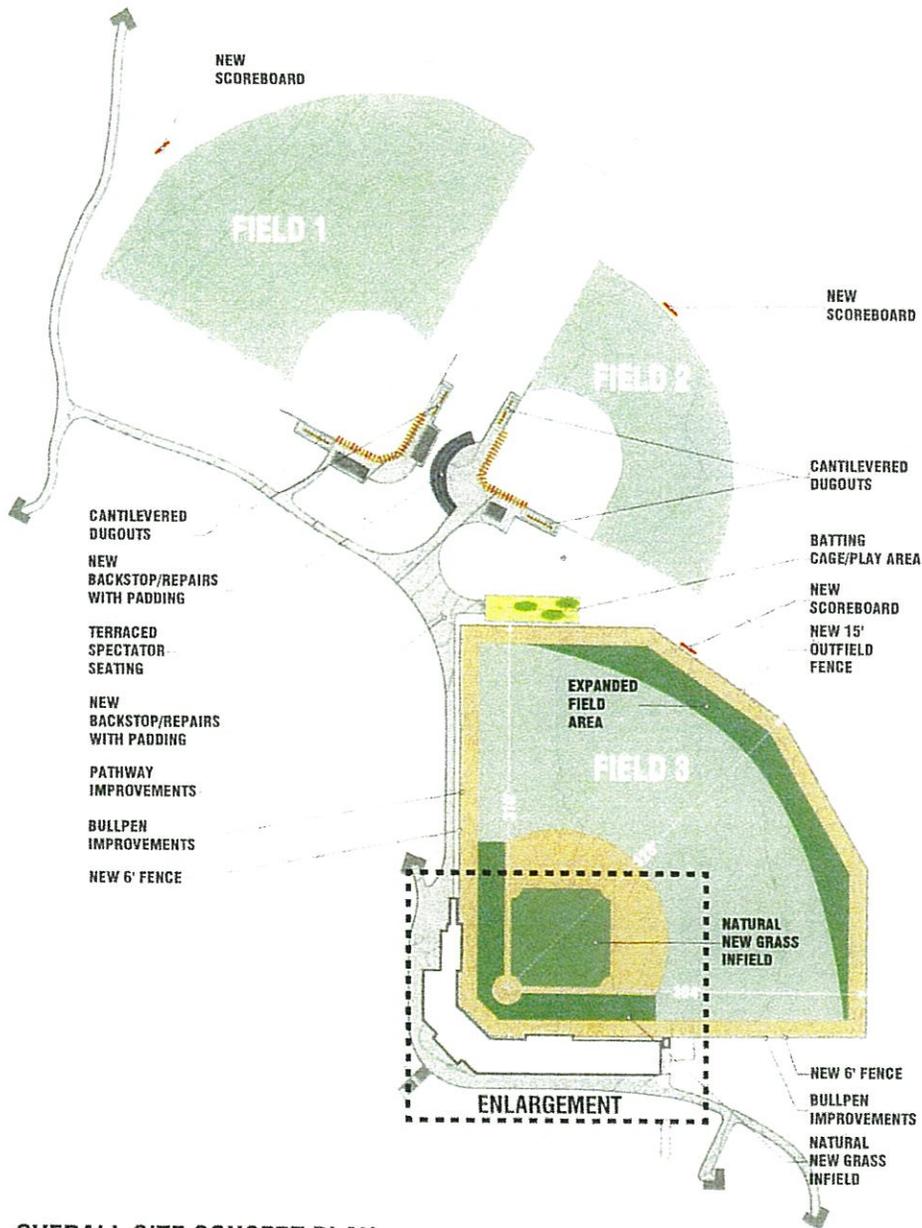
A handwritten signature in black ink, appearing to read 'Chris Watts'.

Chris Watts  
President  
Dave & Cheryl Duffield Foundation

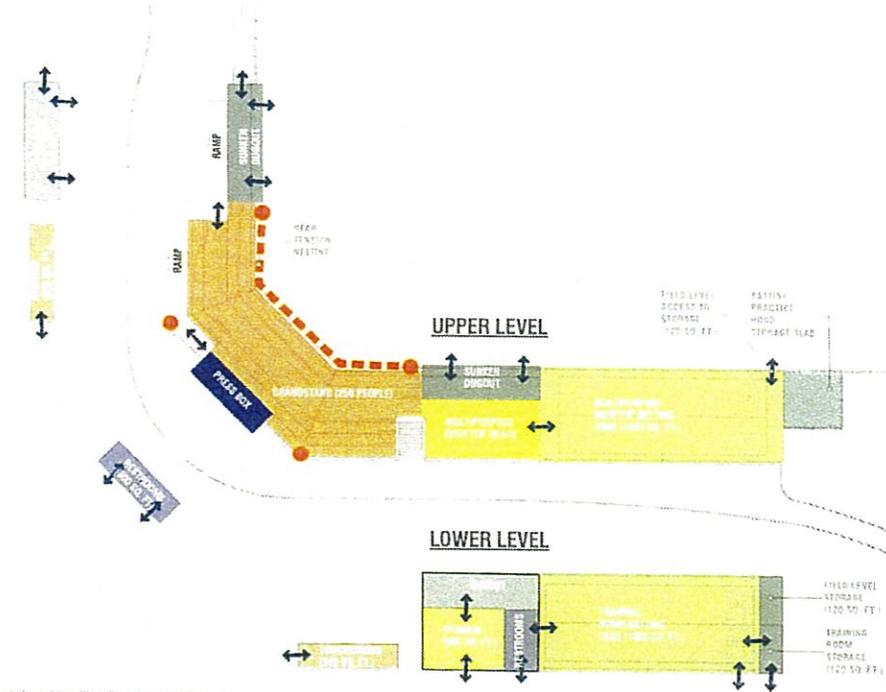
Attachment: *Incline Park Facility Renovation Project, Option C*

*Dave & Cheryl Duffield Foundation is a 501(c)(3) not-for-profit corporation. Donations are deductible for income tax purposes to the full extent of the law. The tax identification number is 47-4279721. Per IRS regulations, no goods or services were received in exchange for this contribution.*

PO Box 6714, Incline Village, NV 89450  
(775) 831-2070



**CONCEPTUAL IMAGERY**



**BUILDING CONCEPT**

**OVERALL SITE CONCEPT PLAN**

10000 The Development Model Plan  
200 Southwood Blvd  
Indie Village 302 EPH

# Exhibit B

# Dave & Cheryl Duffield Foundation



March 30, 2018

Ms. Dolores Holets  
Board President  
Incline-Tahoe Parks and Recreation Vision Foundation  
DBA Incline-Tahoe Foundation  
948 Incline Way  
Incline Village, NV 89451

Dear Dolores:

The Dave & Cheryl Duffield Foundation (the "Foundation") is pleased to inform you that the Foundation has approved an additional grant in an amount up to \$1,149,671 (the "Grant") to the Incline-Tahoe Foundation ("ITF") to support its activities with respect to the Incline Park Facility Renovation Project which are described on the attached Exhibit "A" (the "Project"). This Grant amount is in addition to the initial Grant of \$58,400 awarded to ITF on December 18, 2017, bringing the total of the two Grants to \$1,208,071. The Grant, and any subsequent grants in support of the Project, are subject to the terms and conditions described more fully below.

## **Funding of Grant**

The Foundation will fund the grant in seven installments as described on the attached Exhibit "B". The Foundation will fund the first installment in the amount of \$15,000 in May 2018, after we receive from ITF a countersigned copy of this letter agreement. Remaining payments run from June to November 2018 and are based on invoices for construction and fee costs associated with the Project.

## **Use of Grant Funds**

ITF agrees that all grant monies received and any income therefrom ("Grant Funds") will be used only to support the Project. Grant Funds may not be used for any other purposes without the prior written approval of the Foundation.

## **Grant Reporting Requirements - Timing**

ITF agrees to submit full and complete reports to the Foundation, which describe how the Grant Funds have been spent and relevant information concerning future budgets for the Project. The report will cover the period that runs from April 2018 to November 2018, coinciding with IVGID's bidding to Project Completion as defined in Exhibit A. The report will be submitted to the Foundation within 45 days after the close of the reporting period. In addition, ITF will provide DCDF with updates covering the status of the project. These updates will include the following:

- Any changes to Exhibit A IVGID Ballfield Scope/Budget Analysis after Project goes to bid and contractor is selected.
- Any changes to Exhibit A IVGID Ballfield Scope/Budget Analysis should DCDF choose to make modifications or additions to the Project.
- Any changes to the timing of Project completion after construction commences.

Thereafter, ITF will submit an annual report for each subsequent 12-month period in which ITF retains or spend any Grant Funds. Such annual reports will be submitted to the Foundation within 45 days following the last day of the period covered, until all Grant Funds have been expended in full. ITF's initial and annual reports will contain a narrative and statement of financial activities that describe how the Grant Funds were spent, including, but not limited to a budget narrative and examples of how the Foundation was recognized.

### **Recognition and Trademark Matters**

ITF agrees that in consideration of this Grant, ITF will, in consultation with the Foundation, fully implement the Recognition Plan attached to this letter agreement as Exhibit "C". Accordingly, the Foundation hereby grants ITF a limited, non-exclusive, non-transferable (excepting only a sublicense to IVGIG to extent necessary to perform ITF's obligations under the Recognition Plan) license solely to use the Foundation's name and any logo provided to ITF by the Foundation ("Foundation's Marks") for such purpose in providing such recognition and benefits. No alteration may be made to the Foundation's logo, including, without limitation, any alteration to the color, typeface or any elements of the logo's design without the prior written approval of the Foundation, in its sole and absolute discretion. ITF further agrees not to use the Foundation Marks in any way which would have a reasonable possibility of damaging the goodwill built up in the marks or disparaging or impugning the reputation of the Foundation and/or its affiliated entities.

All use of the Foundation Marks will inure to the benefit of the Foundation. All use of the Foundation Marks will also be subject to the reasonable guidelines and limitations set by the Foundation from time to time. In addition, the quality of any goods and services provided in connection with or having any relation to the Grant Funds will be at a high level consistent with industry standards and at least commensurate with the quality of any goods or services previously rendered by ITF. The Foundation Marks may not be used in any manner that is likely to cause confusion in the public, for example, suggesting a closer relationship with, affiliation with, sponsorship by, or endorsement by the Foundation than actually exists.

If this license or this entire agreement is not terminated sooner, the term of the license shall be one year from the date of this letter. The license shall be automatically renewed for successive one-year terms at the end of each such term, unless the Foundation Fund gives notice of its election not to renew the license at least ninety (90) calendar days prior to the end of a term, or terminates the license for non-compliance as set forth below. The Foundation may terminate the license of its name and marks granted herein with ten (10) calendar days' notice at any time if the Foundation determines that ITF is not in compliance this agreement, if ITF has ceased being a tax-exempt non-profit organization, or if the Foundation determines in its sole and absolute discretion that allowing continued use of such name or marks by ITF in any way damages the goodwill built up in such name or marks, disparages or impugns the reputation of the Foundation and/or its affiliated entities, or exposes the Foundation and/or its affiliated entities to undesired legal or business risks or liability.

ITF acknowledges and agrees that the Foundation owns all right, title, and interest, including without limitation all trademark and other intellectual property rights, in the Foundation Marks. ITF agrees to

cooperate with the Foundation in facilitating the Foundation's control of the nature and quality of the use of the Foundation Marks, to permit reasonable inspection by the Foundation of the use of the Foundation Marks by ITF, and to supply the Foundation with specimens of all uses of the Foundation Marks upon request.

#### **Indemnity**

In consideration of this grant, ITF agrees to indemnify, defend, and hold harmless the Dave & Cheryl Duffield Foundation, and its affiliates, agents, officers, trustees, employees, directors, consultants, and other persons related to or acting on behalf of the Dave & Cheryl Duffield Foundation from and against any and all losses, liabilities, damages, costs, claims, attorneys' fees, and expenses arising out of, or in any way related to (1) this grant or any previous or future grants made to Dave & Cheryl Duffield Foundation or any of its affiliates by the Dave & Cheryl Duffield Foundation; (2) any facility, equipment, or vehicle owned, operated or managed by ITF; (3) the use by ITF of any name or mark of the Foundation; (4) any programs, activities, or equipment which the Grant may fund, in whole or in part; or (5) any acts or omissions by or on behalf of ITF, or any of its affiliates, agents, officers, trustees, employees, consultants, or other persons related to or acting on behalf of ITF.

#### **General Provisions**

The Foundation may review financial and other records and materials connected with any equipment purchased or activities financed by this grant. ITF also agrees to allow the Foundation to distribute this letter agreement to other third parties and to reference and/or include information about this grant in public reports, press releases, and other public or private communications with input from ITF.

By countersigning this letter, you represent that ITF is a tax exempt Section 501(c)(3) organization, in accordance with the Internal Revenue Code of 1986 and amendments thereto ("IRC"), and that ITF is a public charity defined in IRC section 509(a)(1) and/or 509(a)(2). ITF agrees that it will not do anything to jeopardize its public charity status under IRC sections 501(c)(3) and 509(a) and further agrees to notify the Foundation immediately should ITF's status with the Internal Revenue Service ("IRS") change, or should the IRS or any state taxing authority challenge such status. ITF agrees that it will use Grant Funds solely for those purposes specified in IRC section 170(c)(2)(B) – specifically, for charitable, educational, or scientific purposes. In addition, ITF will not use any Grant Funds to carry on propaganda or otherwise attempt to influence legislation. ITF also agrees not to use the Grant Funds to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive.

The activities described in this agreement in no way create an agency relationship between the Foundation and ITF, or any other person, organization, or entity related to or acting on behalf of ITF. Nor do the activities described in this agreement make the Foundation in any way responsible for the actions or inactions of ITF, or any other person, organization, or entity related to or acting on behalf of ITF.

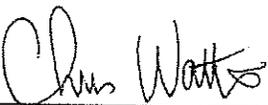
This letter agreement constitutes the entire agreement between the parties and supersedes any prior oral or written understandings, communications, and representations. This agreement may be signed in counterparts and may be amended or modified only by a written document executed by duly authorized representatives of ITF and the Foundation. The failure by the Foundation to exercise or enforce any right under this agreement, or the waiver of any such right at the time it arises, shall not operate as a waiver of the Foundation's right to exercise or enforce such right or any other right in the future.

If this letter correctly sets forth ITF's understanding of the agreement with the Foundation regarding this \$1,149,671 Grant, please countersign this letter at the place indicated below and return it to the Foundation.

On behalf of all of us at the Dave & Cheryl Duffield Foundation, we wish the Incline-Tahoe Foundation the best of success in its important work in support of the Incline Village community.

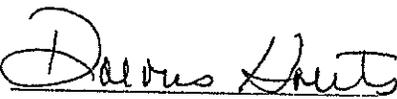
Sincerely,

Dave & Cheryl Duffield Foundation

By:   
Chris Watts  
President

AGREED TO AND ACCEPTED  
THIS 30 DAY OF MARCH, 2018

Incline-Tahoe Foundation

By:   
Dolores Holets  
Board President

*Dave & Cheryl Duffield Foundation is a 501(c)(3) not-for-profit corporation. Donations are deductible for income tax purposes to the full extent of the law. The tax identification number is 47-4279721. Per IRS regulations, no goods or services were received in exchange for this contribution.*

PO Box 6714, Incline Village, NV 89450

(775) 831-2070

**Exhibit A**  
**The Project**

Included in Exhibit A are the following documents:

- Incline Park Facilities Renovation Project revised budget, as estimated by Lloyd Engineering.
- Letter to the Incline-Tahoe Foundation from Brad Johnson, IVGID Director of Asset Management, dated March 23, 2018, detailing the revised scope of the project.
- Preliminary drawings from Lloyd Engineering detailing the Incline Park Facilities Renovation Project.

IVGID Ballfield Scope/Budget Analysis

Consolidated Summary

5-Mar-18

		Renovation with High Performance Features	
<b>Field 1</b>			
Dugout Replacement		\$55,000	equip, assemble, install
Scoreboard Replacement		\$14,000	reuse existing structure/power/signal
Backstop Replacement		\$10,000	board repair and padding only
<b>Field 1 Subtotal</b>		<b>\$79,000</b>	
<b>Field 2</b>			
Backstop System		\$10,000	board repair and padding only
Dugout Replacement		\$55,000	equip, assemble, install
Scoreboard Replacement		\$14,000	reuse existing structure/power/signal
Terraced Seating		\$35,000	
<b>Field 2 Subtotal</b>		<b>\$114,000</b>	
<b>Field 3</b>			
Infield Reconstruction		\$210,000	Subdrains, full sand profile (36,000 sq ft @ \$6.00)
Outfield Expansion		\$112,000	Maximum extension (25,000 ln ft @ \$4.50)
Scoreboard Replacement		\$32,000	Donor Branding Panel plus structural upgrade
Batting Cage Replacement		\$80,000	add earthwork, retaining wall, drainage, slab, turf
Perimeter Outfield fencing		\$40,000	12' and 16' vinyl coated; 565 ln ft at \$70
Perimeter Infield Fencing		\$0	defer
Backstop System Stand Alone		\$0	defer
Backstop Repairs		\$16,000	board repair and padding only
Stand Alone At grade Dugouts		\$115,000	w/ Some Interior furnishings
Site Signage		\$1,500	
French Drain		\$14,125	Outfield perimeter (565 ln ft @ \$25)
Outfield Turf Renovation		\$0	by district O&M
Warning Track refurbishment		\$11,250	Foul Areas (7,500 sq ft @ \$1.5)
New Bullpens		\$10,000	single on warning track
Foul Poles		\$15,000	Upgraded with Fence Caps
<b>Field 3 Subtotal</b>		<b>\$656,875</b>	
<b>Total Hard Construction</b>		<b>\$849,875</b>	
General Conditions	10.0%	\$84,988	
Bonds & Insurance	1.8%	\$16,828	
Contractor's Fee	6.0%	\$57,101	
Design Contingency	10.0%	\$100,879	
<b>Design Contract</b>		<b>\$58,400</b>	
Construction Services		\$15,000	
ITF Fee		\$25,000	
<b>Budget Total</b>		<b>\$1,208,071</b>	
<b>ITF Grant Dated 12-18-2017</b>		<b>\$ (58,400.00)</b>	
<b>Net Budget</b>		<b>\$1,149,671</b>	



March 23, 2018

Ms. Dolores Holets  
Board President  
Incline-Tahoe Parks and Recreation Vision Foundation  
dba Incline Tahoe Foundation  
948 Incline Way  
Incline Village, NV 89451

RE: Incline Park Facility Renovation Project

Dear Ms. Holets:

Consistent with the direction the District received during a meeting with the representatives with the Dave & Cheryl Duffield Foundation on February 8, 2018, this letter is to provide you with a revised project description for the expanded improvements at Incline Park. As presented and agreed to at that meeting, the facility renovations at Incline Park are now anticipated to include:

Field 1

- New scoreboard
- New perimeter fencing to secure field
- New backer board at backstop, including padding
- New modular dugouts

Field 2

- New terraced seating area
- New scoreboard
- New backer board at backstop, including padding
- New modular dugouts

Field 3

- New scoreboard with innings and naming rights panel
- New backer board at backstop, including padding
- New enclosed, modular dugouts with equipment storage\*
- New modular batting cage with retaining/seating wall\*
- Expanded outfield dimensions with renovated outfield warning track\*
- New outfield perimeter french drain
- New outfield fencing
- New foul poles\*
- New baseball specific turf infield
- New full sand profile sub-drain infield drainage system\*

\*These items represent an expansion of the original project scope of work.

The revised project cost estimate is now \$1,208,071. A detailed breakdown of these estimated costs is enclosed with this letter. Please be aware that these costs are preliminary estimates and do not

PUBLIC WORKS DEPARTMENT  
1220 SWEETWATER ROAD · INCLINE VILLAGE NV 89451  
PH: (775) 832-1203 · FAX: (775) 832-1260 · WWW.IVGID.ORG



GENERAL IMPROVEMENT DISTRICT

represent a guarantee of final construction costs which are subject to public bidding in compliance with the requirements of the Nevada Revised Statutes.

Design of this work is nearing completion by the project consultant, Lloyd Engineering. Prior to bidding, a final set of plans will be sent to you and the Dave & Cheryl Duffield Foundation. The District plans to bid this project in April with a contract before the IVGID Board of Trustees for award in May. Construction would occur over the summer with a targeted completion date of Labor Day 2018.

This letter and the enclosed revised construction cost estimate should provide sufficient detail to allow the Incline Tahoe Foundation to execute a revised grant agreement with the Dave & Cheryl Duffield Foundation. Once executed, the District and the Incline Tahoe Foundation will then need to execute an amendment to the project grant agreement.

On behalf of the District and the communities of Incline Village and Crystal Bay, please extend my thanks to the Dave & Cheryl Duffield Foundation for their support and commitment to this project. It will provide a tremendous and long lasting benefit to the youth of Incline Village and Crystal Bay and the character of the community.

Please don't hesitate to contact me or Indra Winqwest with any additional questions.

Best regards,

Bradley A. Johnson, P.E.  
Director of Asset Management

Enclosure

C: Chris Watts, Dave & Cheryl Duffield Foundation

IVGID Ballfield Scope/Budget Analysis

Consolidated Summary

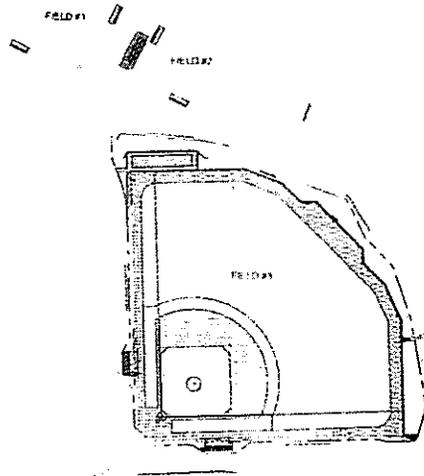
5-Mar-18

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Design Contract		\$58,400	
Construction Services		\$15,000	
ITF Fee		\$25,000	
<b>Budget Total</b>		<b>\$1,208,071</b>	

**STANDARD ENGINEERING NOTES**

1. THESE PLANS ARE SUBJECT TO THE INTERPRETATION OF INTENT BY THE ENGINEER. ALL QUESTIONS REGARDING THESE PLANS MUST BE PRESENTED TO THE ENGINEER. ANYONE WHO TAKES THE INTERPRETATION OF THE DRAWINGS UPON THEMSELVES OR MAKES REVISIONS TO THE SAME WITHOUT CONFERENCING WITH THE DESIGN ENGINEER SHALL BE RESPONSIBLE FOR THE CONSEQUENCES THEREOF.
2. PRIOR TO BIDDING THE WORK, THE CONTRACTOR MUST THOROUGHLY STUDY HIMSELF AS TO THE ACTUAL CONDITIONS, REQUIREMENTS OF THE WORK AND EXCESS OR DEFICIENCY IN QUANTITIES. NO CLAIMS CAN BE MADE AGAINST THE OWNER/DESIGNER OR ENGINEER FOR ANY EXCESS OR DEFICIENCY BETWEEN ACTUAL OR RELATIVE.
3. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, PROCEDURES OR SAFETY PRECAUTIONS OR PROGRAMS UTILIZED IN CONNECTION WITH THE WORK, AND WHO SHALL BE RESPONSIBLE FOR THE CONTRACTOR'S FAILURE TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
4. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR COORDINATING THE RELOCATION OF UTILITIES, LIGHTS, IRRIGATION ETC.
5. THE CONTRACTOR MUST VERIFY THE LOCATION, ELEVATION, CONDITION, AND PAVEMENT CROSS-SLOPE OF ALL EXISTING SURFACES AT POINTS OF THE IN AND MATCHING PRIOR TO COMMENCEMENT OF CONSTRUCTION. SHOULD EXISTING LOCATIONS, ELEVATIONS, CONDITION, OR PAVEMENT QUALITY WITH ADA OR PLAYING FIELD REQUIREMENTS, THE CONTRACTOR MUST NOTIFY THE OWNER'S AGENT IMMEDIATELY FOR INSTRUCTION ON HOW TO PROCEED PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR ACCEPTS RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH CORRECTION IF THESE PROCEDURES ARE NOT FOLLOWED.
6. ADDITIONAL UTILITIES MAY EXIST THAT ARE NOT SHOWN ON PLANS. CALL UNDERGROUND SERVICE ALERT PRIOR TO CONSTRUCTION. THE CONTRACTOR MUST PROTECT AND MAINTAIN ALL EXISTING UTILITIES ON THE SITE. ANY DAMAGE TO EXISTING UTILITIES, WHETHER SHOWN OR NOT ON THESE PLANS MUST BE REPAIRED/REPLACED AT THE CONTRACTOR'S EXPENSE IF DAMAGED BY CONTRACTOR. EXISTING SURFACE FEATURES AND FENCING MUST BE REPLACED IN KIND.
7. THE ENGINEER AND APPLICABLE AGENCY MUST APPROVE PRIOR TO CONSTRUCTION, ANY ALTERATION, OR VARIATIONS FROM THESE PLANS. ANY VARIATIONS FROM THESE PLANS MUST BE PROPOSED ON AMENDMENT FIELD PRINTS AND TRANSMITTED TO THE ENGINEER.
8. ANY INSPECTION BY ANY JURISDICTIONAL AGENCY, SHALL NOT IN ANY WAY, RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN STRICT COMPLIANCE WITH THESE PLANS, SPECIFICATIONS, APPLICABLE CODES AND AGENCY REQUIREMENTS.
9. ANY HAULING PERMITS REQUIRED ARE TO BE OBTAINED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
10. ANY CONSTRUCTION WATER ACCESS IS TO BE OBTAINED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. FIRE HYDRANT ACCESS MUST BE PERMITTED AND MONITORED BY THE LOCAL WATER UTILITY AT NO ADDITIONAL COST TO THE OWNER.
11. CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL STORM DRAIN PIPES AND DRAINAGE FACILITIES FROM DAMAGE DURING ALL STAGES OF CONSTRUCTION.
12. THE CONTRACTOR SHALL PROMOTE AND INSTALL EROSION CONTROL MEASURES SUCH AS SILT FENCING, HAY BALES, STABILIZED CONSTRUCTION ENTRANCES, AND INLET SEDIMENT TRAPS AS REQUIRED. THE CONTRACTOR IS RESPONSIBLE TO PROVIDE ANY EROSION CONTROL PLANS REQUIRED BY GOVERNMENT AGENCIES AND OBTAIN ANY REQUIRED PERMITS.

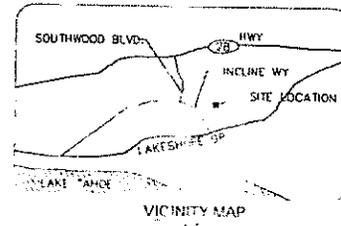
**IVGID BALLFIELD IMPROVEMENTS  
INCLINE PARK  
INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**



LOCATION MAP  
N.T.S.

**SCOPE OF WORK**

- THE PROJECT SCOPE OF WORK IS IMPROVEMENTS TO EXISTING BALLFIELDS INCLUDING:
- NEW PREFABRICATED DUGOUT STRUCTURES - ALL FIELDS
  - BACKSTOP BASE BOARD REPAIRS - ALL FIELDS
  - NEW ELECTRICAL SCORE BOARDS - ALL FIELDS
  - NEW METAL BATTING TUNNEL - FIELD #3
  - NEW SAND BASED ROOTZONE INFILL - FIELD #1
  - NEW OUTFIELD FENCE - FIELD #3
  - NEW TERRACED SEATING WALL - FIELD #2



VICINITY MAP  
N.T.S.

**BENCHMARK**

SET P.K. NAIL IN AC PATHWAY BETWEEN INCLINE VILLAGE BALLFIELDS. ASSUMED ELEVATION = 108.78

**BASIS OF BEARINGS**

ASSUMED

**SHEET INDEX**

- PF-1 COVER SHEET
- PF-2.1 FIELD #3 EXISTING LAYOUT PLAN
- PF-2.2 FIELD #1 AND #2 EXISTING LAYOUT PLAN
- PF-3.1 FIELD #3 SURFACING PLAN
- PF-3.2 FIELD #1 AND #2 SURFACING PLAN
- PF-4.1 FIELD #3 DIMENSIONS PLAN/BENCHING PLAN
- PF-4.2 FIELD #1 AND #2 DIMENSIONS PLAN
- PF-5.1 FIELD #3 DRAINAGE PLAN
- PF-5.2 GRADING PLAN/ENLARGEMENTS
- PF-6.1 FIELD #3 DRAINAGE PLAN
- PF-7.1 FIELD #3 IRRIGATION PLAN
- PF-8.1 PLAYING FIELD DETAILS
- PF-8.2 PLAYING FIELD DETAILS
- PF-8.3 PLAYING FIELD SURFACING DETAILS
- PF-8.4 PLAYING FIELD DRAINAGE DETAILS
- PF-8.5 PLAYING FIELD IRRIGATION DETAILS

**ENGINEER**

ANTHONY STEVENSON  
LLOYD CIVIL & SPORTS ENGINEERING  
7349 N. VA. PASEO DEL SUR  
SUITE 518-324  
SCOTTSDALE, AZ 85259  
(602) 633-4226  
EMAIL: astevenson@roydong-neers.com

**SURVEYOR**

MESLAW CIVIL ENGINEERING, INC.  
2080 N. LAKE BLVD  
TAYLOR CITY, CA 95145  
PO BOX 412  
TAYLOR VISTA, CA 95145  
TELEPHONE.COM  
(530) 546-4805

**OWNER**

INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT  
INCLINE PARK  
430 SOUTHWOOD BLVD  
INCLINE VILLAGE, NV 89414  
PHONE: 775-799-1111

**LLOYD**  
Civil & Sports Engineering  
7349 N. VA. PASEO DEL SUR  
SUITE 518-324  
SCOTTSDALE, ARIZONA 85259  
PH: 602.633.4226  
FAX: 602.991.3145

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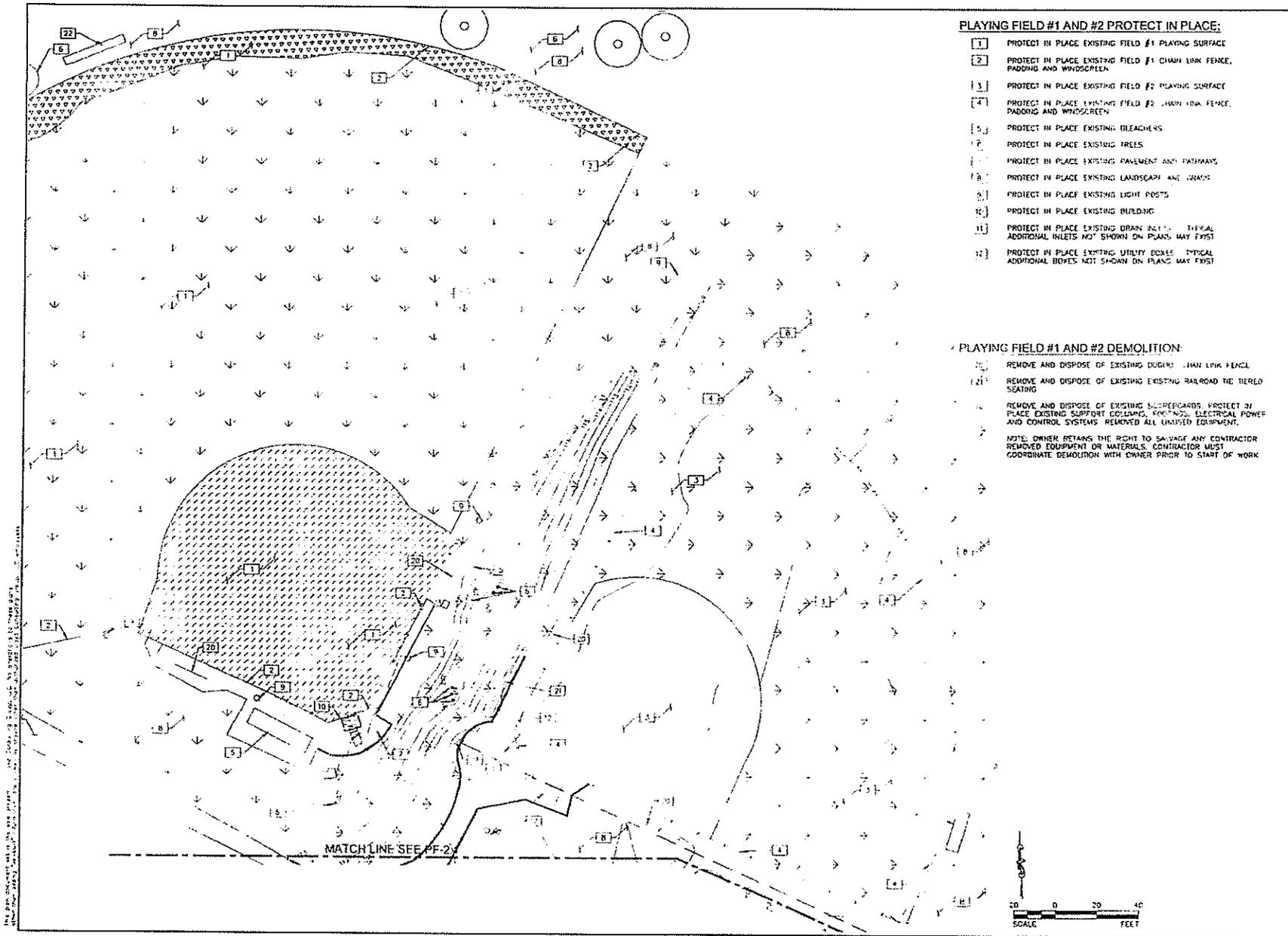
REV.	DATE	DESCRIPTION

IVGID BALLFIELD IMPROVEMENTS  
948 INCLINE WAY  
INCLINE VILLAGE, NV

SCALE  
DESIGNED: [Signature]  
DATE: 07/26/18  
DRAWN: JUT  
PRICE: \$2,154  
APPROVED: [Signature]

COVER SHEET  
DWG NO  
PF-1





**PLAYING FIELD #1 AND #2 PROTECT IN PLACE:**

- 1. PROTECT IN PLACE EXISTING FIELD #1 PLAYING SURFACE
- 2. PROTECT IN PLACE EXISTING FIELD #1 CHAIN LINK FENCE, PADDING AND WINDSCREEN
- 3. PROTECT IN PLACE EXISTING FIELD #2 PLAYING SURFACE
- 4. PROTECT IN PLACE EXISTING FIELD #2 CHAIN LINK FENCE, PADDING AND WINDSCREEN
- 5. PROTECT IN PLACE EXISTING BLEACHERS
- 6. PROTECT IN PLACE EXISTING TREES
- 7. PROTECT IN PLACE EXISTING PAVEMENT AND PATHWAYS
- 8. PROTECT IN PLACE EXISTING LANDSCAPE AND GRASS
- 9. PROTECT IN PLACE EXISTING LIGHT POSTS
- 10. PROTECT IN PLACE EXISTING BUILDING
- 11. PROTECT IN PLACE EXISTING DRAIN INLETS - TYPICAL ADDITIONAL INLETS NOT SHOWN ON PLANS, MAY EXIST
- 12. PROTECT IN PLACE EXISTING UTILITY EDGES - TYPICAL ADDITIONAL BOXES NOT SHOWN ON PLANS, MAY EXIST

**PLAYING FIELD #1 AND #2 DEMOLITION:**

- 14. REMOVE AND DISPOSE OF EXISTING BLEACHERS, CHAIN LINK FENCE
  - 15. REMOVE AND DISPOSE OF EXISTING EXISTING RAILROAD TIE, TIERED SEATING
  - 16. REMOVE AND DISPOSE OF EXISTING BLEACHERS, PROTECT IN PLACE EXISTING SUPPORT COLUMNS, FOOTINGS, ELECTRICAL POWER AND CONTROL SYSTEMS, REMOVE ALL UNIFIED EQUIPMENT.
- NOTE: OWNER RETAINS THE RIGHT TO SALVAGE ANY CONTRACTOR REMOVED EQUIPMENT OR MATERIALS. CONTRACTOR MUST COORDINATE DEMOLITION WITH OWNER PRIOR TO START OF WORK

**X LLOYD**  
 CIVIL SERVICE ENGINEERING  
 2248 N. WA. PARK DR. SUITE 200  
 DALLAS, TEXAS 75241  
 PHONE: 972.997.3148  
 FAX: 972.997.3148

PRELIMINARY NOT FOR CONSTRUCTION

REV	DATE	BY	CHK

BYRON BALLFIELD IMPROVEMENTS	
DATE	11/12/19
SCALE	AS SHOWN
APP'D	[Signature]
DATE	11/12/19

FIELD #1 AND #2 EXISTING CONDITIONS AND DEMO  
 SHEET NO. PF-2.2

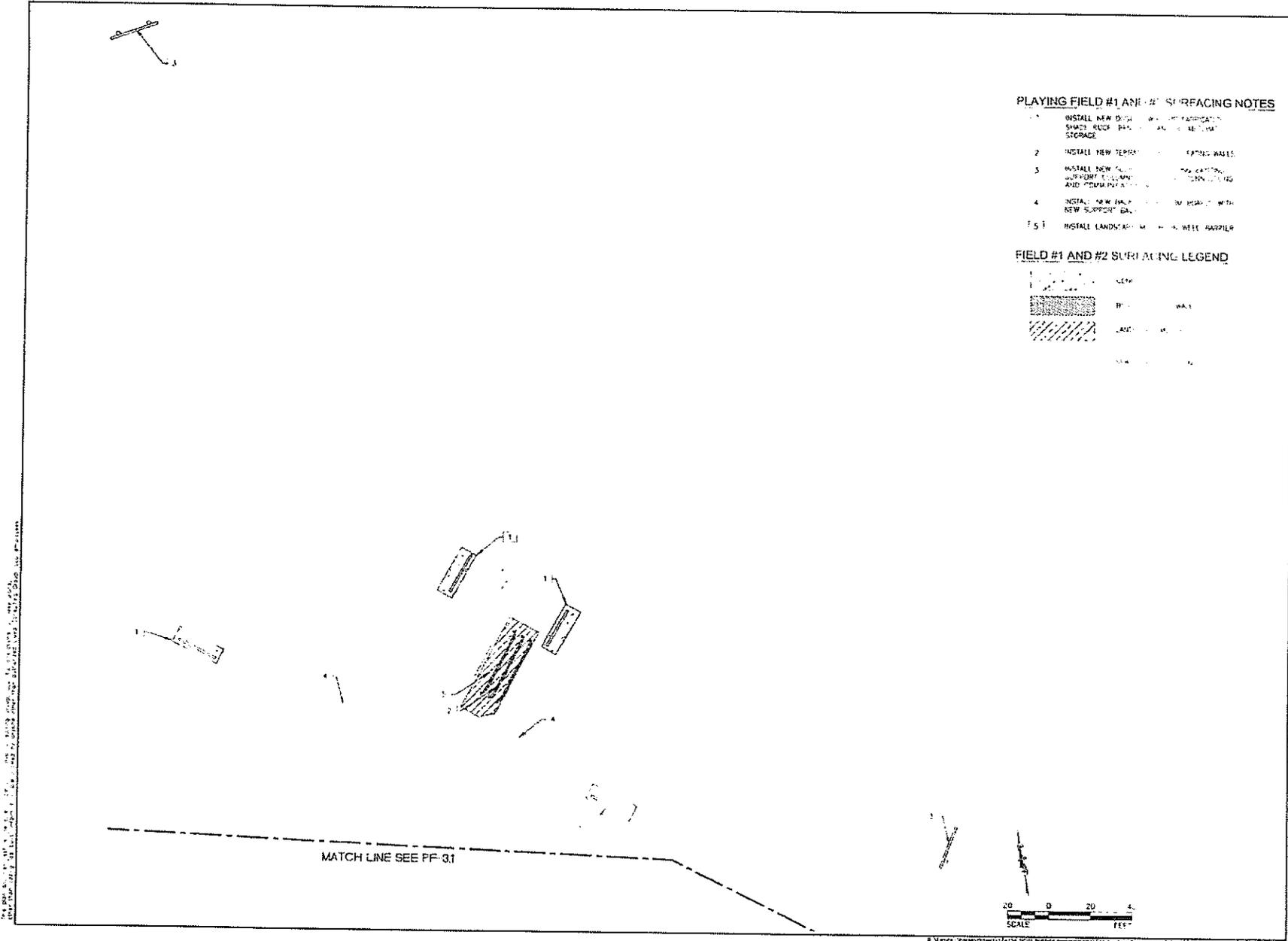
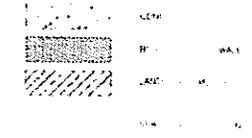
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**PLAYING FIELD #1 AND #2 SURFACING NOTES**

1. INSTALL NEW DRAINAGE WITH FABRICATED SHAD. ROOF PITS FOR ALL EXISTING STORAGE
2. INSTALL NEW TERRAZZO WITH LEADING WALLS
3. INSTALL NEW CURB WITH 4" HIGH CANTON, SUPPORT COLUMNS AND CONCRETE TYPICAL TO FIELD
4. INSTALL NEW FENCE WITH 10' HIGH WITH NEW SUPPORT BAL.
5. INSTALL LANDSCAPE WITH 4" WIDE BARRIERS

**FIELD #1 AND #2 SURFACING LEGEND**



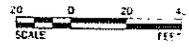
PRELIMINARY NOT FOR CONSTRUCTION

REV	DESCRIPTION

WGID BALL FIELD IMPROVEMENTS  
 948 INCLINE WAY  
 WILMINGTON, WY

DATE: 11-08  
 DESIGNED: JZ  
 CHECKED: DS/MS/WR  
 DRAWN: JZ  
 PLOT: 17-154  
 APPROVED:

FIELD #1 AND #2 SURFACING PLAN  
 DWG. NO. PF-3.2



MATCH LINE SEE PF-3.2

FRONT SET TO PROPOSED	FRONT SET TO PROPOSED	EXISTING	REHS
FRANCE	FRANCE	FRANCE	FRANCE
187	187	305	300
187	187	202	1A
187	187	305	300
187	187	304	1A
187	187	300	300

**DIMENSION NOTES:**

1. REFER TO PLAYING FIELD DETAILS FOR ALL DIMENSIONS.
2. VERIFY DIMENSIONS IMMEDIATELY IF PLAYING FIELD DIMENSIONS CONFLICT WITH EXISTING SITE CONDITIONS, STRUCTURES OR OTHER AMENITIES.
3. CONTRACTOR MUST ESTABLISH HOME PLATE AND BASE LINES AT START OF CONSTRUCTION AND MAINTAIN FIELD INSTALLATION WITH FOUL BALLS.
4. DIMENSIONS MUST BE COMPLIANT WITH NFHS REGULATIONS, RECOMMENDATIONS AND STANDARDS. CENTER FIELD DIMENSION IS 175.5'.

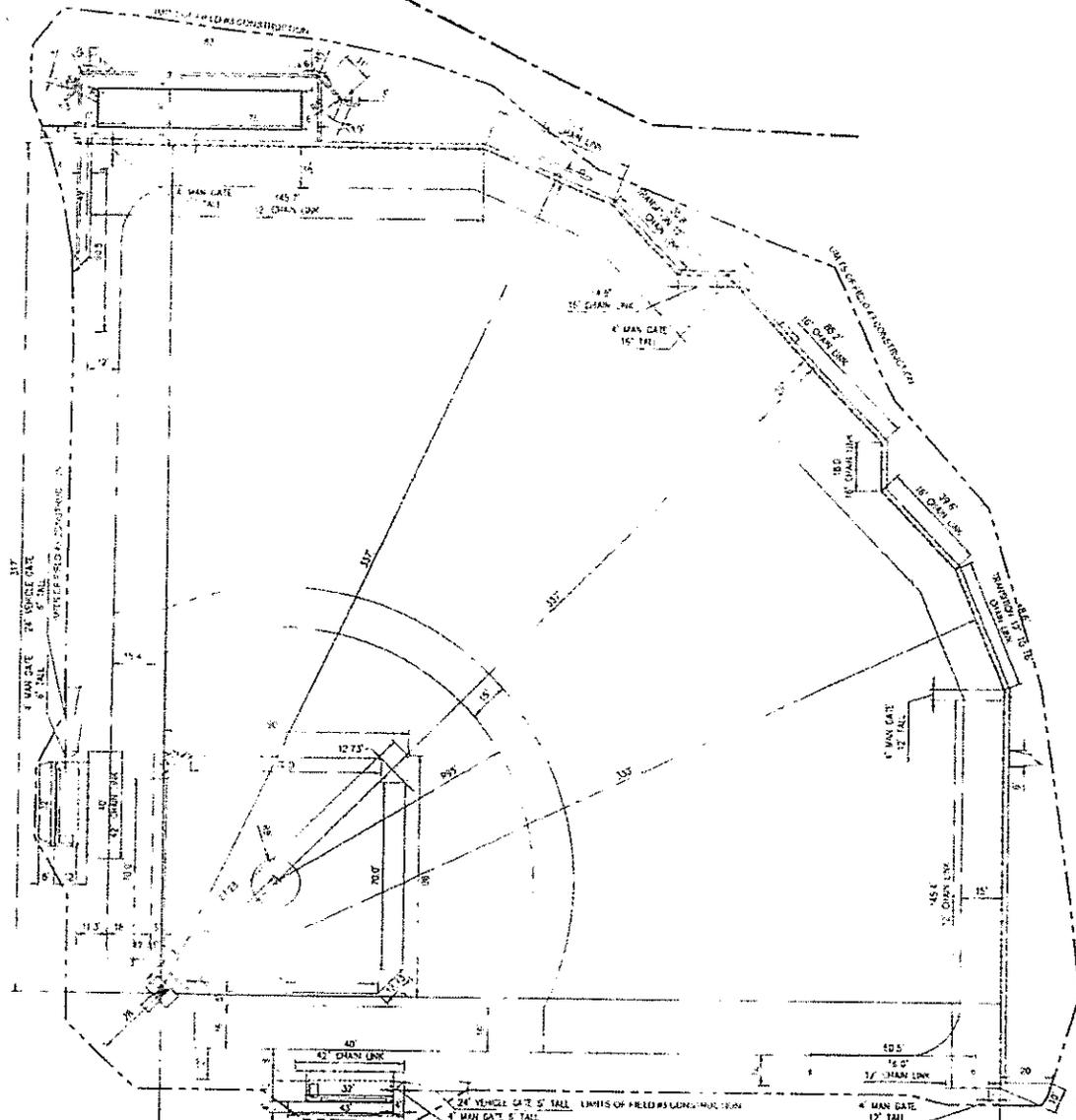
**ALLOYD**  
 CIVIL SPORTS ENGINEERING  
 7348 N. 94th AVE. SUITE 200  
 SUITE 515-224  
 SCOTTSDALE, ARIZONA 85224  
 PH: 602.633.4224  
 FAX: 602.997.1145

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REV	DESCRIPTION

**IVGIG BALLFIELD IMPROVEMENTS**  
 1/4" = 10'-0"  
 DATE: 11/15/18  
 DRAWN: [Signature]  
 PROJ: 17124  
 APPROVED: [Signature]

**FIELD #3 DIMENSION PLAN**  
 DWG NO: PF-4.1



312



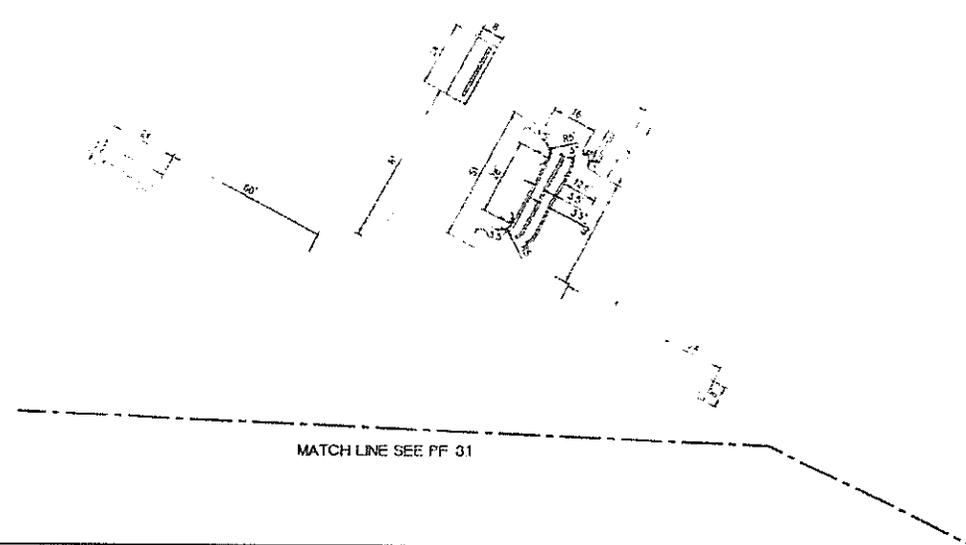
**DIMENSION NOTES:**

1. REFER TO PLAYING FIELD DETAILS FOR ADDITIONAL DIMENSIONS

NOTE: ENGINEER MAINTAINS IF PLAYING FIELD DIMENSIONS CONFLICT WITH EXISTING SITE UTILITIES, STRUCTURES OR OTHER AMENITIES

2. CONTRACTOR MUST ESTABLISH HOME PLATE AND BULL LINES AT START OF CONSTRUCTION AND COORDINATE FIELD INSTALLATION WITH FENCE POST INSTALLATION

ALL DIMENSIONS MUST BE COMPLIANT WITH THE SOFTBALL GUIDELINE RECOMMENDATIONS AND REGULATIONS



MATCH LINE SEE PF 31



**LLOYD**  
 CIVIL & SPORTS ENGINEERING  
 7349 N. VIA PASEO DEL SOL  
 SUITE 310-374  
 SCOTTSDALE, ARIZONA 85259  
 PH: 480.629.4276  
 FAX: 480.377.7144

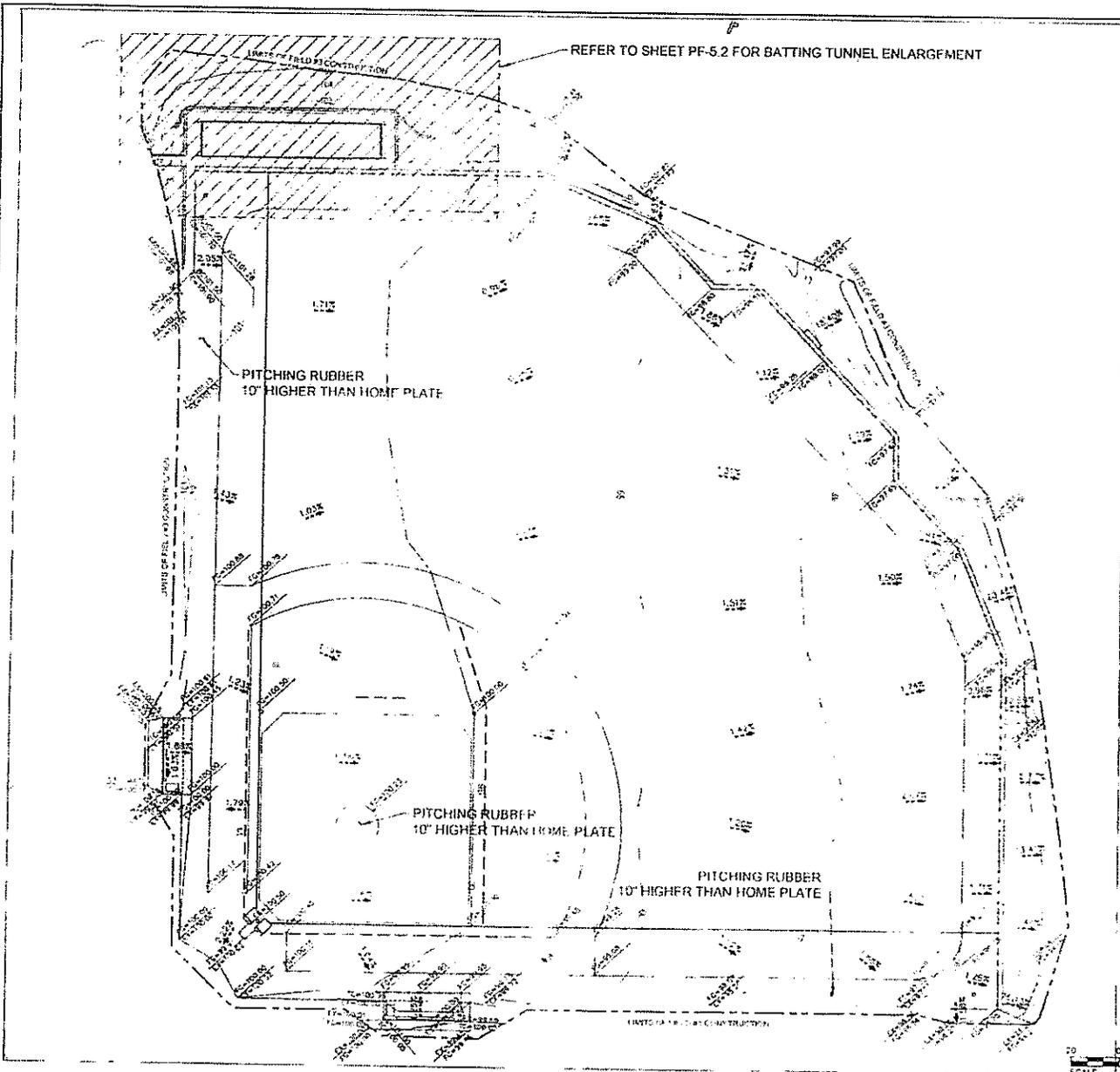
PRELIMINARY NOT  
 FOR CONSTRUCTION

REV	DATE	DESCRIPTION

SOFTBALL FIELD  
 IMPROVEMENTS  
 0.75 INCHES = 1  
 1/8" = 1' SCALE

SCALE: 1" = 10'  
 DATE: 03/20/14  
 DRAWN: JUT  
 PROJ: 17154  
 APPROVED:

FIELD #1 AND #2  
 DIMENSION PLAN  
 DWG. NO.  
 PF-4.2



**GRADING LEGEND:**

- FG = FINISHED GRADE
- EX = EXISTING GRADE
- TT = TOP OF CURB
- BL = BOTTOM OF CURB
- GB = GRADE BREAK
- CA = CURB ARROW
- EC = EXISTING CONTOUR
- PC = PROPOSED CONTOUR

**GRADING NOTES:**

1. ELEVATIONS SHOWN ARE FINISHED GRADE, TOP OF NATURAL GRASS, BASEBALL MATERIAL, PARKWAY OR TOP OF SWIRLING TURF TOP OF BACKING
2. CONTRACTOR MUST PROVIDE SMOOTH AND FLUSH SURFACE AT ALL FIELD ENTRANCES AND MATERIAL TRANSITIONS. NO DIPS, UPS OR HAPS ARE ACCEPTED
3. SUBGRADE MUST BE PREPARED AND COMPACTED TO 90% RELATIVE COMPACTION, 6\"/>

**EARTH WORK QUANTITIES:**

CUT	1100 CY
CLARIFICATION LOUVE 19\"/>	
FILL	300 CY
SHRINK ON FILL 10\"/>	
EXPORT TO BALANCE	100 CY

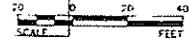
NOTE: THE ENGINEER MAKES NO REPRESENTATION OR GUARANTEE REGARDING EARTHWORK QUANTITIES DUE TO THE VARYING FIELD CONDITIONS, CHANGING SOIL TYPES, ALLOWABLE CONSTRUCTION TOLERANCES AND CONSTRUCTION METHODS THAT ARE BEYOND THE CONTROL OF THE ENGINEER.

**LLOYD**  
 CIVIL & SPORTS ENGINEERING  
 2349 N. VA. PASCO DEL SOLE  
 SUITE 515, 3RD FLOOR  
 CHARLOTTE, NORTH CAROLINA 28208  
 PH: 804.675.4225  
 FAX: 804.675.3748

PRELIMINARY NOT FOR CONSTRUCTION

WASH STATE BALL FIELD IMPROVEMENTS

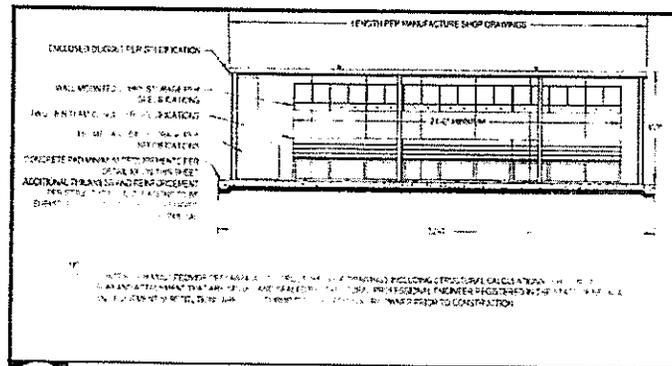
SHEET NO. GRADING PLAN  
 LOW COPY  
 PF-5.1



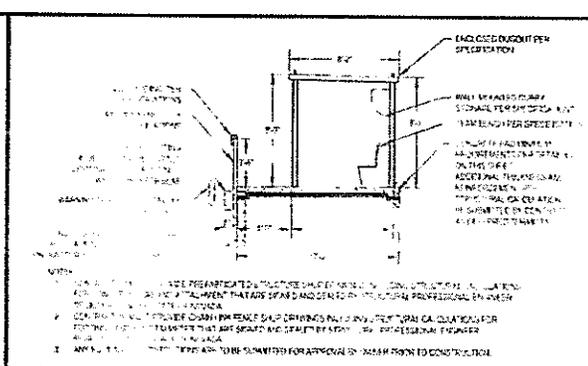




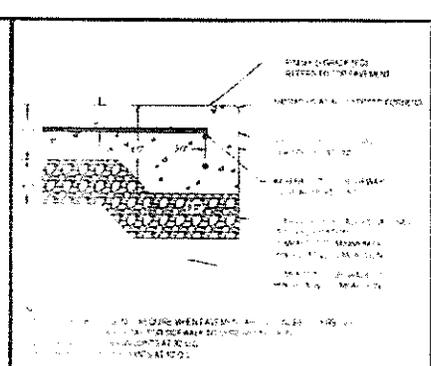




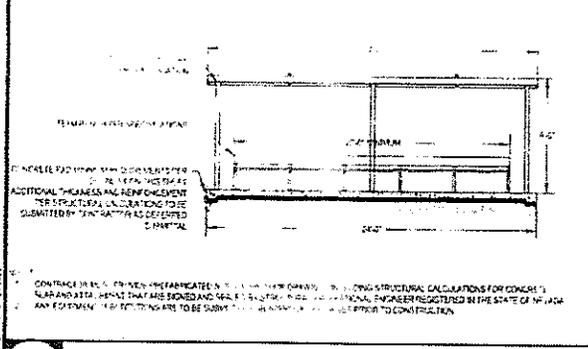
**01 FIELD #3 ENCLOSED DUGOUT FRONT ELEVATION**  
 SCALE: 1/4" = 1'



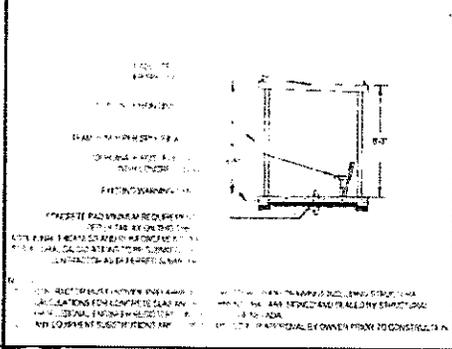
**02 FIELD #3 ENCLOSED DUGOUT SIDE ELEVATION**  
 SCALE: 1/4" = 1'



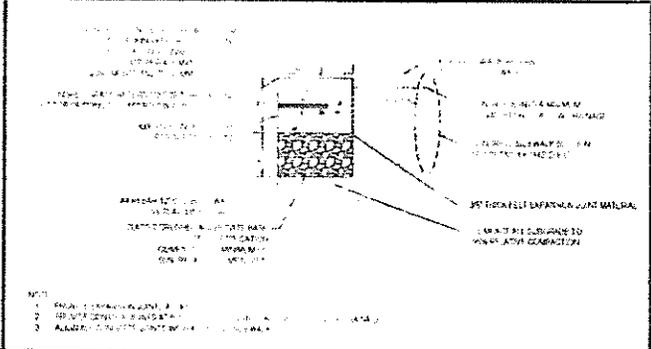
**03 CONCRETE SIDEWALK**  
 SCALE: NTS



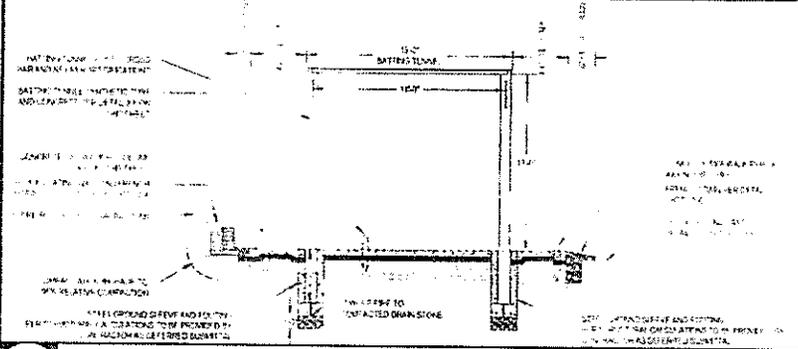
**04 FIELD #1 AND #2 DUGOUT SHADE FRONT ELEVATION**  
 SCALE: 1/4" = 1'



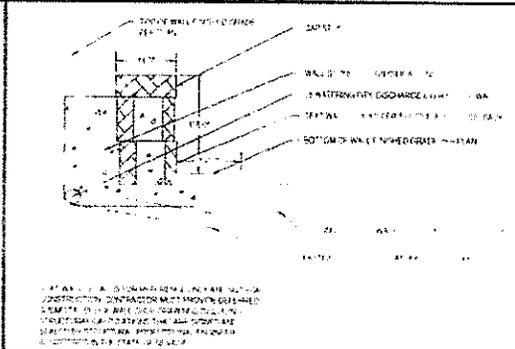
**05 FIELD #1 AND #2 DUGOUT SHADE SIDE ELEVATION**  
 SCALE: 1/4" = 1'



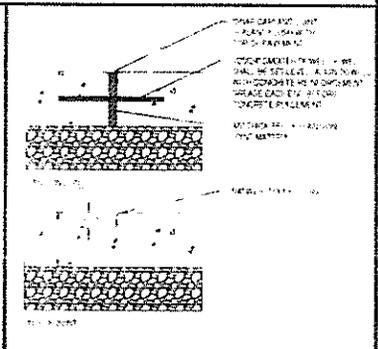
**06 BATTING TUNNEL SYNTHETIC TURF ON CONCRETE**  
 SCALE: NTS



**07 BATTING TUNNEL END ELEVATION**  
 SCALE: 1/4" = 1'



**08 SEAT WALL SECTION**  
 SCALE: NTS

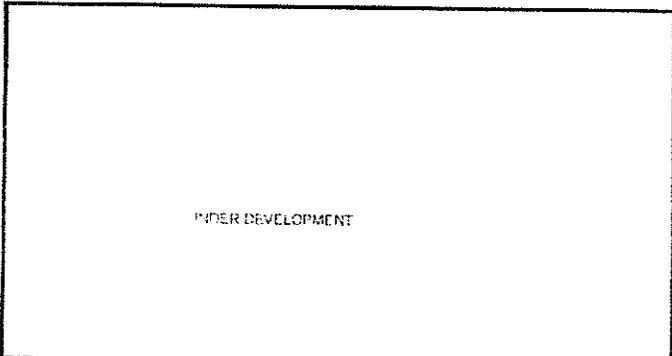


**09 TYPICAL SIDEWALK AND CURB JOINTS**  
 SCALE: NTS

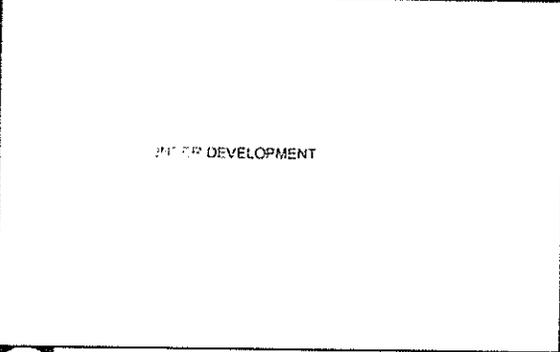
PRELIMINARY NOT FOR CONSTRUCTION

INGID BALLFIELD IMPROVEMENTS  
 544 INCHIE WAY  
 17175 VALLEY, NV  
 DATE: 03/21/19  
 DRAWN: ZUT  
 PLEN: 17154  
 APPROVED:

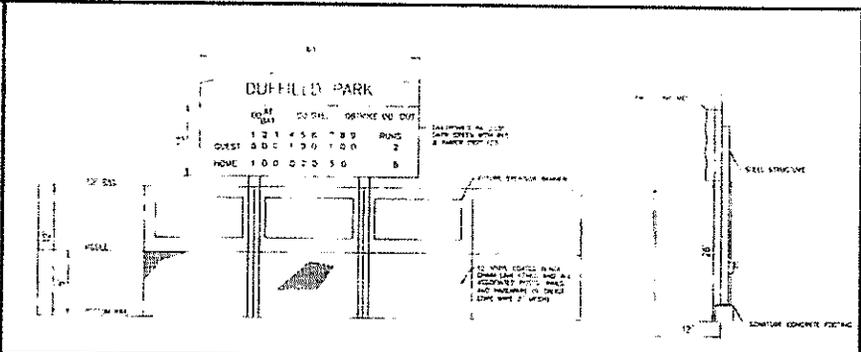
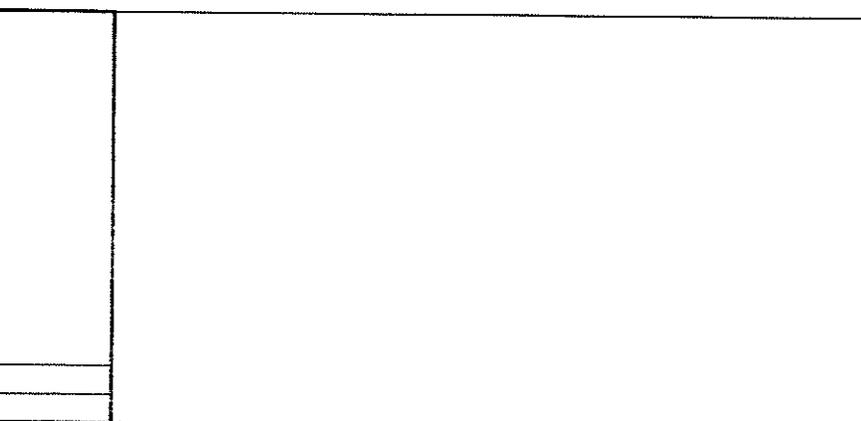
PLAYING FIELD DETAILS  
 DWG. NO. PF-8.1



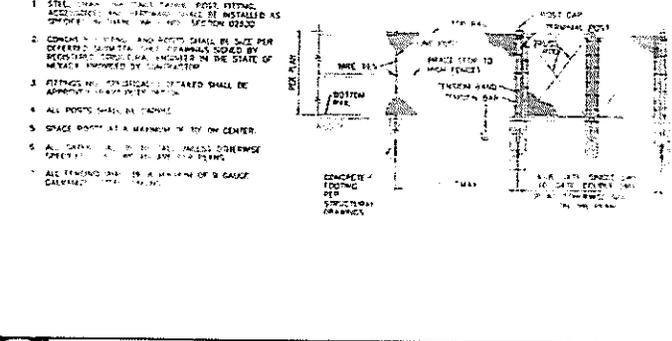
**03** TERRACE SEATING SECTION  
 SCALE: N.T.S.



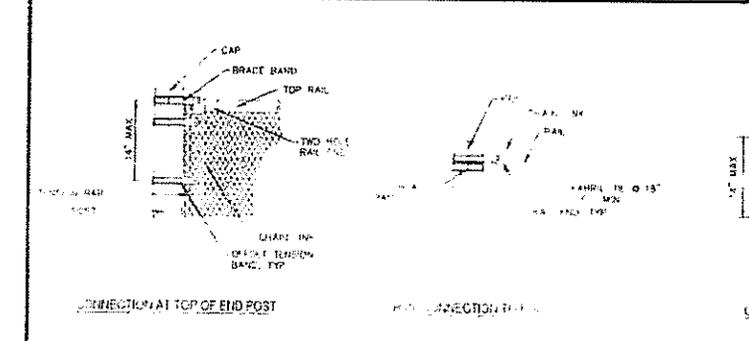
**02** BACKSTOP WOOD PLANK REINFORCEMENT  
 SCALE: N.T.



**04** SCORE BOARD  
 SCALE: N.T.



**05** TYPICAL FENCE  
 SCALE: N.T.S.



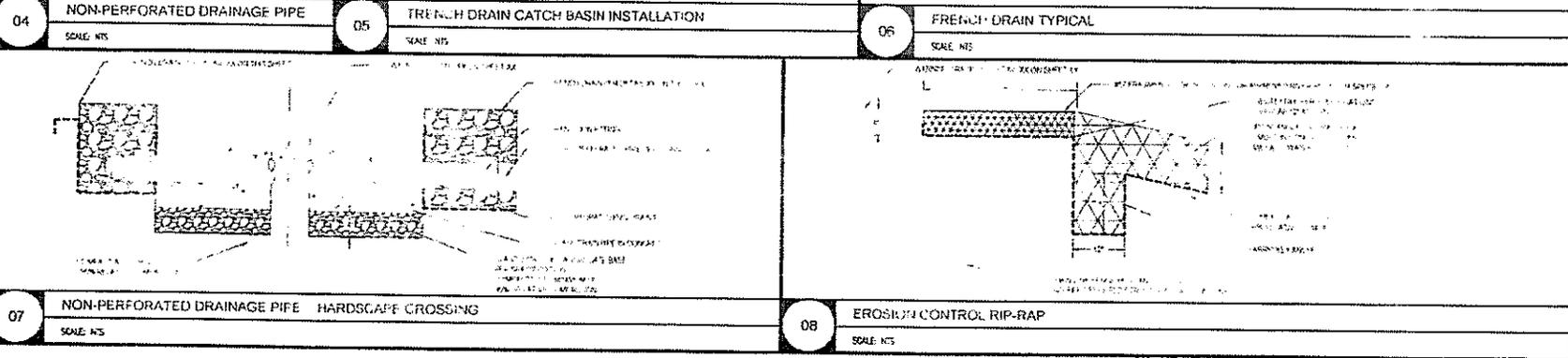
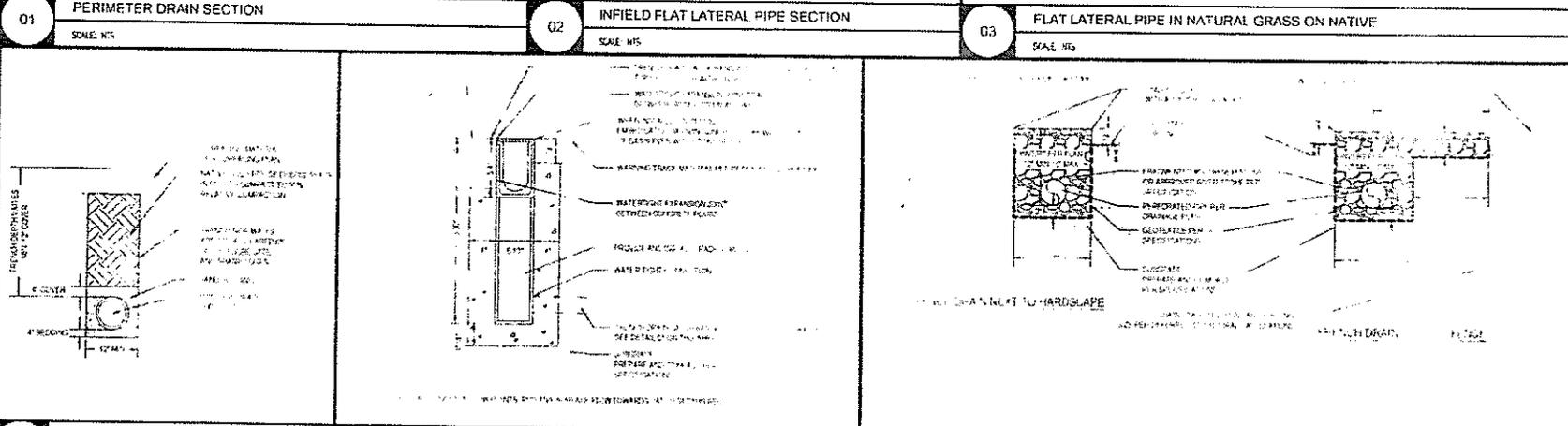
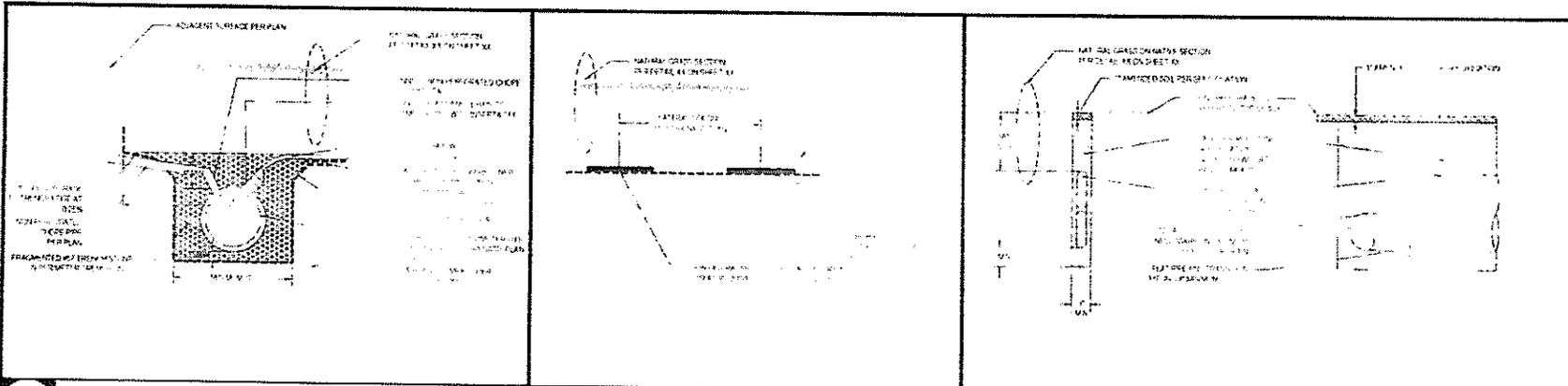
**06** FENCE CONNECTIONS  
 SCALE: N.T.S.

PRELIMINARY NOT FOR CONSTRUCTION

NOT FOR FIELD REVISIONS  
 DATE: 11/18/18  
 DRAWN: [Signature]  
 CHECKED: [Signature]  
 APPROVED: [Signature]

PLAYING FIELD DETAILS  
 DRAW NO.  
 PF-8.2





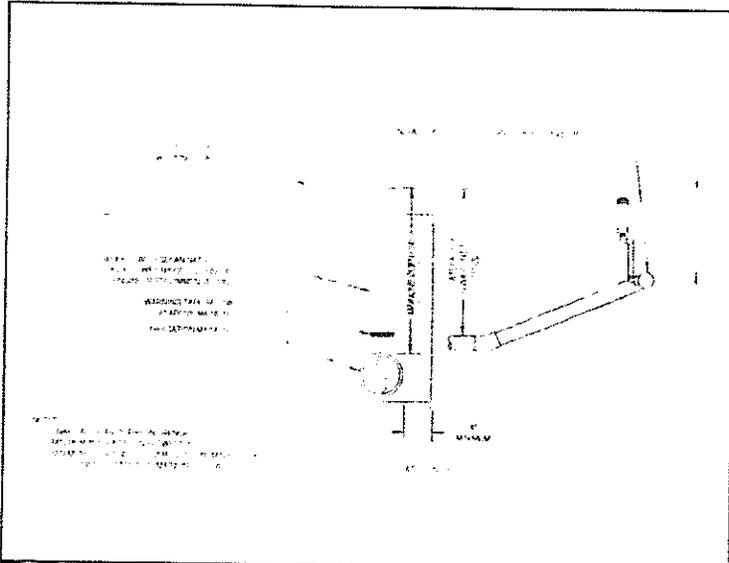
PRELIMINARY NOT FOR CONSTRUCTION

REV	
DATE	
BY	
CHECKED	
APPROVED	

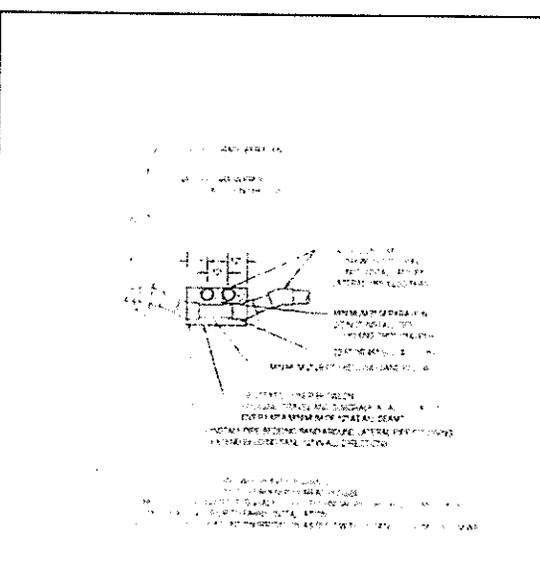
VIGID BALL FIELD IMPROVEMENTS  
 4646 N. 47TH WAY  
 PHOENIX, AZ 85018

SCALE: NTS  
 DATE: 11/15/16  
 DRAWN: J. S. [unreadable]  
 CHECKED: [unreadable]  
 APPROVED: [unreadable]

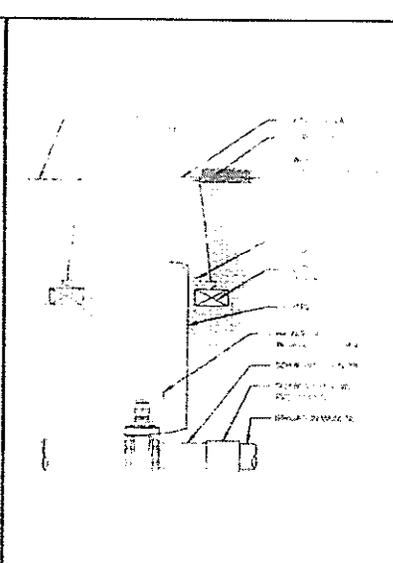
PLAYING FIELD DETAILS  
 DWG NO.  
 PF-8.4



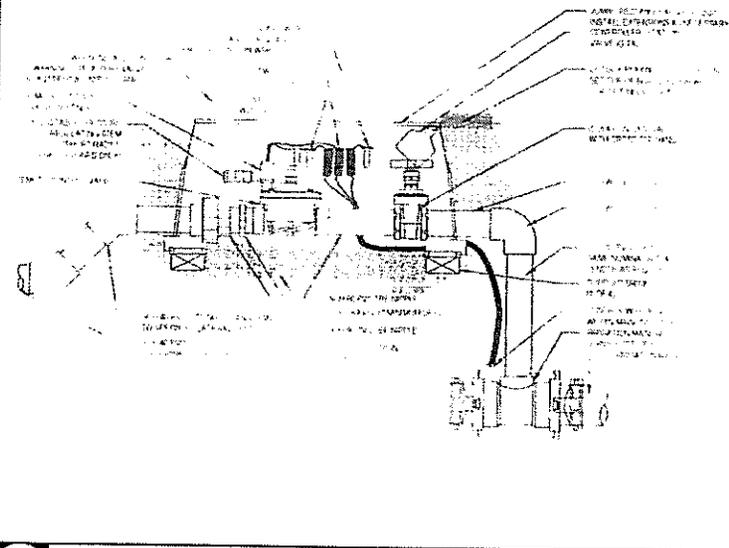
**01** TYPICAL IRRIGATION TRENCH  
 SCALE: NTS



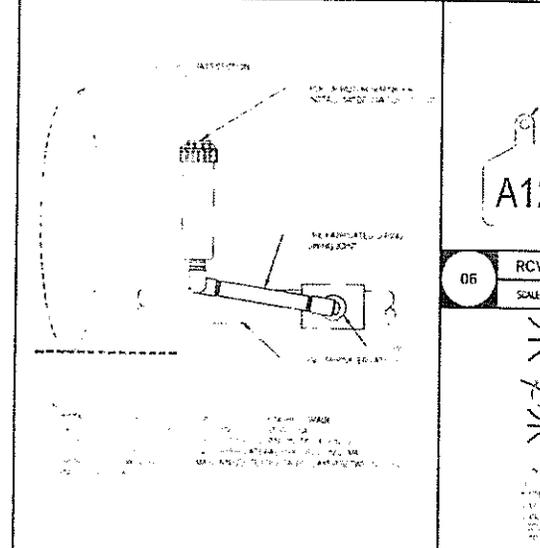
**02** LATERAL PIPE CROSSINGS  
 SCALE: NTS



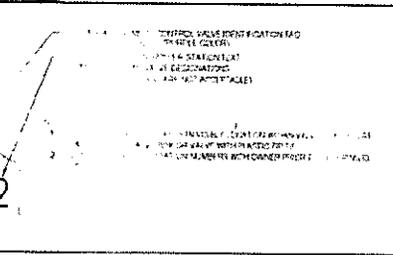
**03** MAINLINE ISOLATION GATE VALVE  
 SCALE: NTS



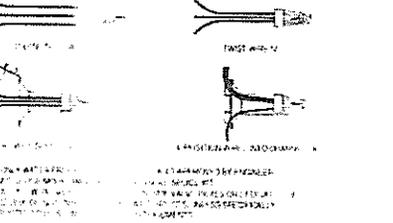
**04** REMOTE CONTROL VALVE  
 SCALE: NTS



**05** POP UP ROTOR  
 SCALE: NTS



**06** RCV ID TAG  
 SCALE: NTS



**07** WIRE SPLICE KITS  
 SCALE: NTS

PRELIMINARY NOT FOR CONSTRUCTION

IVCID BALLFIELD IMPROVEMENTS  
 24th PALMWAY  
 INCL. 1st STAGE, INV.

DATE: 11/11/08  
 DATE: 11/24/08  
 DRAWN: ZST  
 PROJ: 17154  
 APPROVED:

PLAYING FIELD DETAILS  
 DWG NO.  
 PF-8.5

## Exhibit B

### Funding of the Grant

The Project period runs from April 2018 to November 2018, including the following:

- April 2018 – DISTRICT to bid the Project
- May 2018 – Submit contract for approval by IVGID BOT
- Summer 2018 – Project construction
- Labor Day 2018 – Project completion

As defined in the Grant agreement between ITF and DCDF, ITF will inform DCDF of any changes to the Grant due to the following:

- Any changes to Exhibit A IVGID Ballfield Scope/Budget Analysis after Project goes to bid and contractor is selected.
- Any changes to Exhibit A IVGID Ballfield Scope/Budget Analysis should DCDF choose to make modifications or additions to the project.
- Any changes to the timing of Project completion after construction commences.

According to the MOU between ITF and IVGID, ITF must acquire the necessary funds to allow completion of the improvements associated with the Incline Park Facility Renovation and provide evidence to IVGID of receipt of those funds prior to IVGID authorizing start of work and incurring of expense. Once work is authorized by IVGID, the District shall invoice ITF for expenses incurred by the District for work completed in accordance with the Project. Invoicing will be on a reimbursement basis and will be submitted to ITF no more than monthly. ITF will provide DCDF with reports of invoices paid for the Grant Project.

The timing and milestones of Grant monies shall be as follows:

Date	Milestones
April, 2018	<ul style="list-style-type: none"> <li>• Project design is completed with design documents sent to ITF and DCDF</li> <li>• IVGID bids the project in compliance with the requirements of the Nevada Revised Statutes</li> <li>• Low responsive bid is sent to ITF and DCDF for review</li> </ul>
May, 2018	<ul style="list-style-type: none"> <li>• DCDF transfers Grant funds to ITF in the amount of the low responsive bid plus necessary contingency (10%) and engineering services during construction costs (currently estimated at \$15,000)</li> <li>• Construction contract is awarded by IVGID Board of Trustees</li> <li>• Notice to Proceed is issued to project contractor by IVGID</li> </ul>

June, 2018	<ul style="list-style-type: none"> <li>• DCDF transfers Grant funds to ITF in the amount of May Construction Invoices for the Project.</li> <li>• Reimbursement of May Construction Invoices by ITF to IVGID</li> </ul>
July, 2018	<ul style="list-style-type: none"> <li>• DCDF transfers Grant funds to ITF in the amount of June Construction Invoices for the Project.</li> <li>• Reimbursement of June Construction Invoices by ITF to IVGID</li> </ul>
August, 2018	<ul style="list-style-type: none"> <li>• DCDF transfers Grant funds to ITF in the amount of July Construction Invoices for the Project.</li> <li>• Reimbursement of July Construction Invoices by ITF to IVGID</li> </ul>
September, 2018	<ul style="list-style-type: none"> <li>• DCDF transfers Grant funds to ITF in the amount of August Construction Invoices for the Project.</li> <li>• Reimbursement of August Construction Invoices by ITF to IVGID</li> </ul>
October, 2018	<ul style="list-style-type: none"> <li>• DCDF transfers Grant funds to ITF in the amount of September Construction Invoices for the Project.</li> <li>• Reimbursement of September Construction Invoices by ITF to IVGID</li> </ul>
November, 2018	<ul style="list-style-type: none"> <li>• DCDF transfers Grant funds to ITF in the amount of any Final Construction and Fee Invoices for the Project.</li> <li>• Reimbursements of any Final Construction and Fee Invoices by ITF to IVGID</li> </ul>

**EXHIBIT C**  
**RECOGNITION**

As it applies to Exhibit C of this Grant between the DCDF and Incline-Tahoe Foundation:

- This Grant awards DCDF naming rights for Incline Park
- Naming rights are assigned to the Incline Tahoe Foundation in an approved agreement with IVGID and are executed by the General Manager. See Exhibit C Approved Naming Policy.
- The size and scope of the DCDF grant to ITF covers ITF's naming policy criteria, that is the size of the grant must be at least 75% of the project cost.
- DCDF will determine the name of Incline Park.
- DCDF will work with IVGID on the design of the signage for the named park.
- ITF and IVGID have not established a time limit associated with the naming of the park. DCDF will retain naming rights for Incline Park based on the conclusion of the Project as defined in this Grant Agreement and attached Exhibits.

**Exhibit C**  
**Approved Naming Policy**

**Incline-Tahoe Foundation**

**Naming Policy for Incline Village General  
Improvement District Parks, Buildings,  
Facilities and Programs**

**Adopted by the Incline Village General Improvement District Board of Trustees  
on June 28, 2017**

The following naming policy for the Incline Tahoe Foundation (ITF) and Incline Village General Improvement District (IVGID) is consistent with the Memorandum of Understanding (MOU) between ITF and IVGID.

1. IVGID has and intends to authorize the naming of certain parks, facilities, buildings, rooms, landscape areas and programs (Projects) in return for private sector monies donated to and managed by ITF in accordance with the MOU between IVGID and ITF.
2. ITF shall establish the terms of the naming agreements, including necessary gifting amounts, length of memorialization, management of the funds and plaque location and size. New Project gifting amounts shall be based upon a gift equal to seventy-five percent (75%) of the Project implementation cost. ITF reserves the right to update, change or amend the naming policy as deemed necessary. All modifications will require the approval of the IVGID General Manager.
3. By policy, ITF and IVGID will not name any asset without the necessary monetary gift and approval as detailed in the MOU.
4. Projects that have been given a commemorative name will not be available for naming rights.
5. Names with connotations that are derogatory or offensive will not be considered.
6. Naming rights carry no power of direction and/or implied power of direction.
7. Any and all recognition of non-monetary contributions, including but not limited to volunteer efforts and in-kind donations, shall be in accordance with the MOU between ITF and IVGID and approved by IVGID's General Manager or his/her designee.

**Naming Policy for Incline Village General Improvement District Parks,  
Buildings, Facilities and Programs**

**Page 2**

8. ITF will solicit donations, endowments, and sponsorships as detailed in the MOU between the parties. IVGID Parks & Recreation will provide ITF with a list of project priorities that have financial consideration for naming on an annual basis.
9. All naming opportunities will be at the discretion of ITF and IVGID with the both parties having final approval on all "naming" including wording, press releases and any factors and details of the naming program, including fund direction. IVGID's General Manager shall be the approving person on behalf of IVGID and he/she can delegate this authority as he/she deems necessary.

**MEMORANDUM**

**TO:** Board of Trustees

**THROUGH:** Steven J. Pinkerton  
General Manager

**FROM:** Jason D. Guinasso, Esq.  
District General Counsel

**SUBJECT:** Review, discuss and possibly approve the required revision to Board Policy 3.1.0 as stated in the term sheet and proposed settlement and release agreement, with Governance Sciences Group, Inc. accepted by the Board of Trustees on March 28, 2018.

**DATE:** April 18, 2018

---

**I. RECOMMENDATION**

That the Board of Trustees makes a motion to:

Revise and amend Board Policy 3.1.0 to add section (h), which will read as follows:

New litigation: The General Manager must obtain Board of Trustees authorization at a public meeting to initiate any lawsuit.

**II. ALTERNATIVES**

Based on the fact that this recommendation arises out of a settlement that was approved by the Board of Trustees, District Counsel does not have any alternatives to recommend to the Board.

**III. COMMENTS**

The action of the Board to approve this proposed change to Policy 3.1.0 will also amend the General Manager's authority to direct additional legal services outside the scope of the services contemplated by the retainer agreement, under Section 4 of the Retainer Agreement with District Counsel.

#### **IV. BACKGROUND**

On May 12, 2017, IVGID filed a *Complaint* under Case No. CV17-00922 seeking declaratory and injunctive relief arising from Defendant GSGI's use of "Customer Data" obtained from IVGID through the parties' previously terminated contractual relations. That same day, on May 12, 2017, IVGID concurrently filed a *Motion for Preliminary Injunctive Relief* seeking a preliminary injunction on the grounds that it would prevail on the merits of its claims, and that irreparable harm would result absent injunctive relief.

The District Court granted IVGID's *Motion for Preliminary Injunctive Relief*. GSGI appealed this decision to the Nevada Supreme Court.

GSGI's appeal attacked the District Court's order by claiming that the General Manager did not have the authority to initiate the law suit against GSGI without IVGID Board approval. In this regard, GSGI claimed that there had been an "unauthorized expenditure of public funds." IVGID and GSGI agreed on the following material facts relative to this issue: (a) the IVGID Board of Trustees did not authorize the Complaint for Declaratory and Injunctive Relief against GSGI on May 12, 2017, and (b) the District General Manager authorized the civil action filed against GSGI. The legal issue that Nevada Supreme Court was presented by GSGI's appeal was whether the District General Manager had the authority to initiate the Complaint and the Motion for Preliminary Injunction that ultimately resulted in the District Court's order that was appealed by GSGI.

To date, there is not one Nevada case, statute, regulation, Attorney General Opinion prohibiting a public body from delegating to staff the authority to expend public funds up to \$50,000 without approval from the public body. No legal authority exists in the State of Nevada to support this argument.

However, on June 29, 2017, after IVGID had filed its lawsuit against GSGI in May of 2017, a three-judge panel of the Nevada Supreme Court concluded:

Since filing an appeal involves the commitment of public funds, we hold that the decision to file a notice of appeal requires an "action" by the public body. Just as a public body would need to meet in an open meeting to determine other material steps in the litigation process, such as initiating a lawsuit or agreeing to a settlement, it must also authorize an appeal of an adverse determination in an open meeting.

Review, discuss and possibly approve the required revision to Board Policy 3.1.0 as stated in the term sheet and proposed settlement and release agreement, with Governance Sciences Group, Inc. accepted by the Board of Trustees on March 28, 2018.

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April 18, 2018

Comm'n on Ethics v. Hansen, 133 Nev. Adv. Op. 39, 396 P.3d 807, 809–10 (Nev. 2017), reh'g denied (Sept. 29, 2017), reconsideration en banc granted (Dec. 20, 2017).

However, the holding in Hansen did not apply to IVGID's cause of action against GSGI. In this regard, the Court in Hansen specifically stated:

The dissent's analysis presupposes that the authority to file a notice of appeal is (1) delegable and (2) was delegated in this case. The dissent also cites City of San Antonio v. Aguilar, 670 S.W.2d 681 (Tex. App. 1984), rejecting a Texas Open Meeting Act appeal filed by a city attorney based on the city attorney's separate authority under the city's ordinances.

Here, whether the authority to file a notice of appeal is delegable is not germane to our analysis because the record does not show and nothing in the statutes or regulations concerning the Ethics Commission provides for a grant or delegation of decision-making authority to the Commission's chair, director, or legal counsel to file a notice of appeal without action by the Commission as a whole. Id.

Here, the IVGID General Manager, with the authority delegated to him by the IVGID Board of Trustees, authorized the lawsuit against GSGI to obtain declaratory and injunctive relief with respect to the provisions of the contract between IVGID and GSGI. The expenditure of public funds for contracted legal fees and costs, as well as the value of the law suit, was less than \$50,000, which is within the authority delegated to the General Manager under IVGID Policy 3.1.0 (f) & (g), Resolution No. 1480 and under Sections 3 and 4 of the contract for legal services the District has entered into with District General Counsel. (See Policy 3.1.0; Resolution No. 1480; Copy of General Counsel Contract with IVGID at Exhibit "6").

The Nevada Open Meeting Law ("OML") does not apply to decisions and actions of the General Manager of a "public body." While the IVGID Board of Trustees, which was formed in accordance within the provisions of NRS Chapter 318, is a "public body" under NRS 241.015(4), the General Manager acting within the powers delegated to him by the Board of Trustees is not a "public body" subject to the provisions of the OML.

Additionally, the "actions" of the General Manager are not subject to the Nevada OML. In this regard, "action" under the OML is defined to mean, "decision,"

Review, discuss and possibly approve the required revision to Board Policy 3.1.0 as stated in the term sheet and proposed settlement and release agreement, with Governance Sciences Group, Inc. accepted by the Board of Trustees on March 28, 2018.

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April 18, 2018

“commitment or promise made,” or “an affirmative vote” taken, by “a majority of the members present, whether in person or by means of electronic communication, during a meeting of a public body.” NRS 241.015(1)(a),(b),(c). The actions taken by the General Manager in May of 2017, to authorize the law suit now being considered by this Court to obtain injunctive relief and to enforce the provisions of a contract with a company that contracted with the District are within the authority delegated to him and do not constitute an unauthorized expenditure of public funds.

Notably, Policy 3.1.0 (f) is an IVGID Board Policy under NRS 332 and NRS 338 to address circumstances when a contract must be approved by the Board of Trustees and circumstances when authority to approve a contract is delegated to the District General Manager. In this regard, the District General Manager has been given the following authority under Policy 3.1.0(f):

Contracts covered by Nevada Revised Statutes 332.115 may be authorized, approved and executed by the General Manager or his designee of the District, if it is for an amount less than the advertising threshold of Nevada Revised Statute 332. Contracts over the threshold of NRS 322.115 must be approved by the Board of Trustees

Among the contracts listed that do not require competitive bidding under NRS 332.115, are contracts for “professional services.” NRS 332.115(1)(a). Meanwhile, NRS 332.039(b) provides that, “A governing body or its authorized representative may enter into a contract of any nature without advertising if the estimated annual amount required to perform the contract is \$50,000 or less.” Accordingly, the IVGID General Manager has authority to approve contracts up to \$50,000 for professional services, including legal services, up to \$50,000.

Consistent with Policy 3.1.0 and Policy 1480, the IVGID Board approved a retainer agreement with District Legal Counsel that delegated the authority to direct District Legal Counsel Services to the IVGID General Manager. Further, with respect to additional legal services outside the scope of the services contemplated by the retainer agreement, under Section 4 of the Retainer Agreement, the IVGID Board of Trustees gave the General Manager authority to:

4.1.6 Prosecute or defend litigation as directed by the IVGID General Manager, including mediation, validation proceedings, and arbitrations before administrative boards, arbitrators, mediators, courts of all levels of

Review, discuss and possibly approve the required revision to Board Policy 3.1.0 as stated in the term sheet and proposed settlement and release agreement, with Governance Sciences Group, Inc. accepted by the Board of Trustees on March 28, 2018.

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April 18, 2018

the county, state or federal governments and report to the IVGID General Manager on that litigation regularly; and

4 . 1. 7. Prosecute or defend appeals in the courts of this state and the federal government and administrative boards having jurisdiction over matters affecting IVGID as directed by the IVGID General Manager.

Based on the authority delegated to him, the IVGID General Manager approved a work order and separate contract for “Additional Legal Services” which were quoted and capped at \$45,000 to initiate the Complaint for Declaratory and Injunctive Relief. (See Litigation Budget at Exhibit “7”). In this regard, the legal budget presented to and approved by the District General Manager provided that attorney fees would not exceed \$45,000 unless approved by the District General Manager and the Board of Trustees.

All that being said, March 9, 2018, IVGID and GSGI participated in a mandatory settlement conference where GSGI’s appeal was addressed and the forgoing background was presented to the mediator. At the conclusion of the mediation a settlement was reached. One of the terms of the settlement was:

IVGID Policy 3.1.0: IVGID shall revise its Board Policy 3.1.0 to require specific board vote for the initiation of any lawsuit.

This settlement agreement and this term was approved by the IVGID Board of Trustees on March 28, 2018.

In accordance with the foregoing, District Legal Counsel recommends that Policy 3.1.0 be amended to add section (h), which will read as follows:

New litigation: The General Manager must obtain Board of Trustees authorization at a public meeting to initiate any lawsuit.

Proposed  
Version of Board  
Policy 3.1.0  
Conduct  
Meetings of the  
Board of  
Trustees



## **Conduct Meetings of the Board of Trustees Policy 3.1.0**

**POLICY.** The Board of Trustees will fix the time and place of the regular meeting of the Board of Trustees of the Incline Village General Improvement District and provide the manner in which special meetings of said District may be called, designating an official mailing address, and establishing the order of business and rules for its proceedings for the Incline Village General Improvement District, Washoe County, State of Nevada.

- 0.1 Regular Meetings.** The regular meetings of the Board of Trustees of the Incline Village General Improvement District shall hereafter be held at the time and place set by the Board of Trustees.
- 0.2 Special Meetings.** Special meetings of the Board of Trustees shall be held upon call of the Chair of the Board or of at least two of the members thereof. Notice of all meetings shall be given in conformity with the provisions of Nevada Revised Statutes 241.020.
- 0.3 Meeting Place.** All meetings of the Board of Trustees shall be held within the District.
- 0.4 Holidays.** In the event that any day fixed for a regular meeting of the Board shall fall upon a holiday, that meeting shall be rescheduled by the Board.
- 0.5 Item(s) of Business.** The item(s) of business at the regular meetings of said Board may include, but are not limited to:
  - Roll call of Trustees
  - Initial Public Comment
  - Public Hearings (if any)
  - Approval of minutes
  - Approval of agenda
  - Approval of Bills
  - Reports
  - Consent Calendar\*
  - General Business\*
  - Final Public Comment
  - Adjournment



## Conduct Meetings of the Board of Trustees Policy 3.1.0

\*UNLESS OTHERWISE APPROVED BY The Board Chair, no matter shall be heard, or acted upon unless all relevant materials have been included in the Board of Trustees Meeting Packet.

### 0.6 Rules of Proceedings.

- a. Public Meetings. All meetings of the Board shall be in accordance with Nevada Revised Statutes 241, the Nevada Open Meeting Law.
- b. Quorum. A majority of the Board of Trustees present in person or by remote communication shall constitute a quorum for the transaction of business. In no event shall any matter be approved without the affirmative vote of three trustees.
- c. Method of Action. The Board of Trustees shall act only by motion which, to become effective, shall be adopted by the affirmative vote of at least a majority of its members present in public meeting, unless otherwise provided by statutes. In the event of only three members present, the method of action must be unanimous.
- d. Recording Vote. Except where action shall be taken by the unanimous vote of all Trustees present and voting, the yes/ayes and no/nays shall be taken on all actions had and entered upon the minutes. All Trustees shall have the equal right to vote, make and second motions. If the vote for/against any item is not unanimous, the Chair may ask the Clerk to conduct a roll call vote.
- e. Ordinances. The enacting clause of all ordinances passed by the Board shall include the word "ordinance" and be consecutively numbered. All actions to pass or revise an ordinance shall be attested by the Secretary.



## Conduct Meetings of the Board of Trustees Policy 3.1.0

- f. Contracts. Contracts entered into by the District that are required to be advertised under Nevada Revised Statutes 332 and/or 338 must be approved by the Board of Trustees. All documents approved or awarded by the Board shall be signed in the name of the District by the Chair and countersigned by the Secretary, unless authorization to sign is given to another person(s) by the Board.

Contracts, other than those covered by Nevada Revised Statutes 332.115 and which are not subject to the advertising thresholds of Nevada Revised Statutes 332 and/or 338, may be authorized, approved and executed by the General Manager of the District or designee, unless otherwise ordered by the Board of Trustees.

Contracts covered by Nevada Revised Statutes 332.115 may be authorized, approved and executed by the General Manager or his designee of the District, if it is for an amount less than the advertising threshold of Nevada Revised Statute 332. Contracts over the threshold of NRS 332.115 must be approved by the Board of Trustees.

- g. Claims. The General Manager and General Counsel, and their designees, are authorized to negotiate on behalf of IVGID, the settlement of all property damage, personal injury, or liability claims, unless otherwise ordered by the Board of Trustees. Final settlement of such claims may be authorized by the General Manager, provided the amount attributed to IVGID is less than the amount that must be approved by the Board for amounts per occurrence, including all sources of payment (insurance, risk reserve, operating funds, or working capital). For claims that exceed the amount, those must be approved by the Board, the General Manager may authorize and accept a tentative settlement, which shall not be final and binding upon IVGID, unless and until approved by the Board of Trustees.



## Conduct Meetings of the Board of Trustees Policy 3.1.0

- h. Litigation.** The General Manager must obtain Board of Trustees authorization, at a noticed, public meeting, to initiate any lawsuit.
- 0.7. Robert's Rules.** Unless contrary to this rule, such meetings shall be substantially conducted in conformity with Robert's Rules of Order unless those provisions conflict with Chapter 241 of the NRS, in which case, the statutes will prevail.
- 0.8. Agenda Preparation.** The Board Chair, in cooperation with the General Manager, is responsible for preparing the agenda for each meeting. The Chair will place on the Agenda any item requested by a fellow Trustee. The General Manager shall schedule for consideration by the Board any matter requested to be placed on the agenda by any three Trustees. Unless directed otherwise by the Board, the General Manager may delay consideration of any item. In any conflict between the provisions of this paragraph and that of paragraph 0.9., paragraph 0.9. shall govern.
- 0.9. Reconsideration.** Reversal, or substantial modification, of any item by the Board of Trustees within six months of the meeting date at which the action was taken, shall only be considered As follows: the General Manager may request reconsideration of any action of the Board, and place reconsideration of the action before the Board, if the General Manager determines that the action compromises the efficiency of operations or otherwise impairs the effective management of The District. Additionally, a Board action may also be scheduled for reconsideration if at least three Trustees request same. Once placed on the agenda under the procedure established herein, the Board may rescind, modify, reaffirm, or take no action on the item; in the same manner it would take action on any other general item of business.
- 0.10. Public Participation.** Comments shall be solicited from the public during two comment periods, one at the start of the meeting and one prior to adjournment. The time limit shall be three (3) minutes for each person per comment period. No yielding of time shall be allowed.



## **Conduct Meetings of the Board of Trustees**

### **Policy 3.1.0**

- 0.11 Officers of the Board.** The officers of the Board shall be elected as provided by Nevada Revised Statutes 318.085 and shall consist of a Chair of the Board, Vice Chair of the Board, Treasurer, and Secretary. The term of office shall be for one (1) year or until a reorganization of the Board is required.
- 0.12 Authorization to Sign Checks.** The General Manager and the officers of the Board are hereby authorized to sign checks drawn on the various bank accounts of the District. It shall be required that at least two (2) signatures are affixed to any check drawn on such accounts.
- 0.13 Facsimile Signatures.** The banks with which the District does business are authorized and directed to honor checks drawn on the various bank accounts of the District, when bearing any two facsimile signatures of the officers of the Board and General Manager of the District, after their manual signatures are filed with the Secretary of State, in conformance with Nevada Revised Statutes 351.030.
- 0.14 Reports.** The Board Meeting agenda may include items under Reports which are intended to inform the Board and/or the public. These reports are not actionable items rather informational in nature and substance. Should an action be required the matter shall be presented as a General Business Item.
- 0.15 Consent Calendar.** In cooperation with the Chair, the General Manager may schedule matters for consideration on a Consent Calendar. The Consent Calendar may not include changes to user rates or taxes, adoption or amendment of ordinances, or any other action which is subject to a public hearing. Each consent item shall be separately listed on the agenda, under the heading of "Consent Calendar." A memorandum will be included in the packet materials for each Consent Calendar item. The memorandum should include the justification as a consent item in the Background Section.

Any member of the Board may request the removal of a particular item from the consent calendar and that the matter shall be removed and addressed in the general business section of the meeting.



## Conduct Meetings of the Board of Trustees Policy 3.1.0

A unanimous affirmative vote shall be recorded as a favorable motion and approval of each individual item included on the Consent Calendar.

**0.16 Advisory Committees.** SECTION OMITTED

**0.17 Legislative Matters.** The General Manager may from time to time propose positions on legislative issues, which positions shall be reviewed and approved by the Board at its regular meeting. In the event a position on a legislative issue must be established prior to the next regular Board meeting, the General Manager is hereby authorized to adopt a position on IVGID's behalf.

**0.18 Conflict Resolution.** In the event that the provisions of Policy 3.1.0 conflict with any other Policy Provisions, this section shall prevail.

# Current Version of Board Policy

## 3.1.0

# Conduct Meetings of the Board of Trustees



## Conduct Meetings of the Board of Trustees Policy 3.1.0

**POLICY.** The Board of Trustees will fix the time and place of the regular meeting of the Board of Trustees of the Incline Village General Improvement District and provide the manner in which special meetings of said District may be called, designating an official mailing address, and establishing the order of business and rules for its proceedings for the Incline Village General Improvement District, Washoe County, State of Nevada.

- 0.1 Regular Meetings.** The regular meetings of the Board of Trustees of the Incline Village General Improvement District shall hereafter be held at the time and place set by the Board of Trustees.
- 0.2 Special Meetings.** Special meetings of the Board of Trustees shall be held upon call of the Chair of the Board or of at least two of the members thereof. Notice of all meetings shall be given in conformity with the provisions of Nevada Revised Statutes 241.020.
- 0.3 Meeting Place.** All meetings of the Board of Trustees shall be held within the District.
- 0.4 Holidays.** In the event that any day fixed for a regular meeting of the Board shall fall upon a holiday, that meeting shall be rescheduled by the Board.
- 0.5 Item(s) of Business.** The item(s) of business at the regular meetings of said Board may include, but are not limited to:
  - Roll call of Trustees
  - Initial Public Comment
  - Public Hearings (if any)
  - Approval of minutes
  - Approval of agenda
  - Approval of Bills
  - Reports
  - Consent Calendar\*
  - General Business\*
  - Final Public Comment



## Conduct Meetings of the Board of Trustees Policy 3.1.0

- Adjournment

\*UNLESS OTHERWISE APPROVED BY The Board Chair, no matter shall be heard, or acted upon unless all relevant materials have been included in the Board of Trustees Meeting Packet.

### 0.6 Rules of Proceedings.

- a. Public Meetings. All meetings of the Board shall be in accordance with Nevada Revised Statutes 241, the Nevada Open Meeting Law.
- b. Quorum. A majority of the Board of Trustees present in person or by remote communication shall constitute a quorum for the transaction of business. In no event shall any matter be approved without the affirmative vote of three trustees.
- c. Method of Action. The Board of Trustees shall act only by motion which, to become effective, shall be adopted by the affirmative vote of at least a majority of its members present in public meeting, unless otherwise provided by statutes. In the event of only three members present, the method of action must be unanimous.
- d. Recording Vote. Except where action shall be taken by the unanimous vote of all Trustees present and voting, the yes/ayes and no/nays shall be taken on all actions had and entered upon the minutes. All Trustees shall have the equal right to vote, make and second motions. If the vote for/against any item is not unanimous, the Chair may ask the Clerk to conduct a roll call vote.
- e. Ordinances. The enacting clause of all ordinances passed by the Board shall include the word "ordinance" and be consecutively numbered. All actions to pass or revise an ordinance shall be attested by the Secretary.



## Conduct Meetings of the Board of Trustees Policy 3.1.0

- f. Contracts. Contracts entered into by the District that are required to be advertised under Nevada Revised Statutes 332 and/or 338 must be approved by the Board of Trustees. All documents approved or awarded by the Board shall be signed in the name of the District by the Chair and countersigned by the Secretary, unless authorization to sign is given to another person(s) by the Board.
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## Conduct Meetings of the Board of Trustees Policy 3.1.0

- 0.7. Robert's Rules.** Unless contrary to this rule, such meetings shall be substantially conducted in conformity with Robert's Rules of Order unless those provisions conflict with Chapter 241 of the NRS, in which case, the statutes will prevail.
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- 0.10. Public Participation.** Comments shall be solicited from the public during two comment periods, one at the start of the meeting and one prior to adjournment. The time limit shall be three (3) minutes for each person per comment period. No yielding of time shall be allowed.
- 0.11 Officers of the Board.** The officers of the Board shall be elected as provided by Nevada Revised Statutes 318.085 and shall consist of a Chair of the Board, Vice Chair of the Board, Treasurer, and



## Conduct Meetings of the Board of Trustees Policy 3.1.0

Secretary. The term of office shall be for one (1) year or until a reorganization of the Board is required.

- 0.12 Authorization to Sign Checks.** The General Manager and the officers of the Board are hereby authorized to sign checks drawn on the various bank accounts of the District. It shall be required that at least two (2) signatures are affixed to any check drawn on such accounts.
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Any member of the Board may request the removal of a particular item from the consent calendar and that the matter shall be removed and addressed in the general business section of the meeting.



## **Conduct Meetings of the Board of Trustees Policy 3.1.0**

A unanimous affirmative vote shall be recorded as a favorable motion and approval of each individual item included on the Consent Calendar.

**0.16 Advisory Committees.** SECTION OMITTED

**0.17 Legislative Matters.** The General Manager may from time to time propose positions on legislative issues, which positions shall be reviewed and approved by the Board at its regular meeting. In the event a position on a legislative issue must be established prior to the next regular Board meeting, the General Manager is hereby authorized to adopt a position on IVGID's behalf.

**0.18 Conflict Resolution.** In the event that the provisions of Policy 3.1.0 conflict with any other Policy Provisions, this section shall prevail.

## MEMORANDUM

**TO:** Board of Trustees

**FROM:** Phil Horan  
Vice Chairman, Board of Trustees

**SUBJECT:** Review, discuss and possibly approve an improved method of handling correspondence submitted to the Board of Trustees/District

**STRATEGIC PLAN:** Long Range Principle #6 – Communication

**DATE:** April 13, 2018

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### **I. RECOMMENDATION**

That the Board of Trustees makes a motion to adopt the process as outlined below as its process for handling correspondence to the Board of Trustees/District.

Given all the advances in technology, the proposal for correspondence, effective upon the adoption of this Board action is:

1. Members of the public will continue their practice of sending electronic mail to all members of the Board. Staff will update the District's website with a more defined process for their transmission.
2. The District Clerk will be required, under the agenda item "Correspondence Received by the District" to verbally state all the members of the public who have submitted correspondence to the District and/or Trustees as known but will not include the correspondence within the Board packet or successive ones.
3. When the District Clerk and/or District General Manager IS NOT included on Correspondence submitted to the Board of Trustees, it remains the responsibility of all Board members to forward that correspondence to Staff.
4. Handwritten letters received by the District will be scanned by the District Clerk and transmitted to the Board of Trustees and the District General Manager.
5. If a member of the public is unable to attend a Board meeting, to make public comments and submit their comments in writing, they are welcome to

transmit their comments and statements via e-mail to the Board of Trustees; these transmittals will be treated as Correspondence.

6. As always, regarding the Board of Trustees meeting minutes, under Nevada Revised Statutes 241.035 (1)(e), any Trustee has the right to include, as an attachment, any submittal they so desire. This must be done at a Board of Trustees meeting during the review of the meeting minutes.

## **II. DISTRICT STRATEGIC PLAN**

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

## **III. BACKGROUND**

Correspondence was added to the Board of Trustees agenda on April 14, 1999 under the Board leadership of Syd Brosten, Tim Callicrate, Kenny Kinsman, Gail Krolick and Joe Marson and continues to this day.

Prior to the introduction/use of electronic mail, having correspondence on the agenda was the tool to get handwritten letters to the Board within the Board packet. It was also used to have the transcriptions of 831-VOTE (a telephone number no longer in use and discontinued around 2007) included in the packet as well as transmit to the Board of Trustees.

Today, 2018, we have electronic mail and it makes this whole process more effective and efficient as the District has the Board of Trustees contact list out on its website as well as established an info@ivgid.org electronic mail address, which is again, out on the District's website.

## MEMORANDUM

TO: Board of Trustees

FROM: Steven J. Pinkerton  
General Manager

SUBJECT: General Manager's Status Report  
Prepared for the meeting of April 25, 2018

DATE: April 17, 2018

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### Financial Transparency

The Monthly District Financials are posted on the Financial Transparency page <https://www.yourtahoepace.com/ivgid/financial-transparency>. March is now posted.

We are now two-thirds of the way through the budget year. Revenues continue to come in better than expected while expenses are below budget. Thanks to our Miracle March, Diamond Peak is now well ahead of their revenue projections and should exceed budget projections.

Also, as noted the last three 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, as noted at the October 25, 2017 meeting, the video recording and presentation materials for the IVGID Community Forum on Finances is located on the Resources page of our website.

### 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.

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

## **Capital Projects Update**

### **Public Works Storage Building**

Work on the building is approaching substantial completion with occupancy expected this month. There is remaining earthwork on the project that will occur after the start of the TRPA grading season on May 1<sup>st</sup> including final grading around the building exterior, removal of the underground storage tank, and final paving.

### **Sewer Pump Station 8 Improvements**

All major equipment has been installed and is currently undergoing functional testing. Work is currently focused on punch-list items as the project approaches completion.

### **Effluent Export Pipeline Repairs**

All thirteen repair locations have been completed. Select concrete curb repair, permanent guard rail repair, and final pavement restoration will occur when Granite Construction resumes work on the SR-28 Pathway Project for 2018. Granite has not yet released the schedule for planned completion of the work.

### **Wastewater Treatment Plant Operations Space Reconfiguration**

The contractor has mobilized and work on demolition and rough-in of framing, mechanical, electrical, and plumbing is complete. Work is currently focused on finishes and final equipment installation.

### **Incline Park Ballfields Renovations**

Design work is nearly finished with Lloyd Consulting Group. The project will bid the week of April 23<sup>rd</sup> with a bid opening scheduled for May 24<sup>th</sup>. A construction contract is expected to be presented to the Board of Trustees for award at the June 13<sup>th</sup> meeting.

### **Robert & Robin Holman Family Bike Park**

The first phase of this project is substantially 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 will be installed in May under the existing Phase I contract with Sierra Trail Works. Work is currently focused on final budgeting and design adjustments to allow bidding for construction of the second phase (advanced pump track) in 2018.

### Other Projects

A variety of smaller projects including flatscape improvements, pavement maintenance, and other facility improvements throughout the District are currently out to bid and scheduled for construction in May and June.

### **Discussion of Alternative Combinations to Finance \$4 million for Community Services Capital Improvement Projects, 2018-2023**

During the March 28, 2018 Board of Trustees' agenda item for Asset Replacement Funding, an illustration was presented using a bond to finance the Ski Way project. Several Trustees asked if a different asset purchases could be financed, with a specific nod to using municipal leasing as an alternative to bonds. No other project in the five year window practically lends itself to a bond. Staff agreed to assemble the details of that alternative for leasing.

The primary motivation for presenting the bond for Ski Way is that approach is consistent with Board Policy on long lived assets with a cost over \$2,500,000. The proposed bond was for \$4,000,000. The cost of issuance was estimated at 5% providing \$3,800,000 for direct project costs.

We could consider the bond option, but reject its use, to pursue leasing. There are five pieces of equipment under the ski resort that Staff has considered eligible for leasing. This totals \$1,315,000 for a loader, two grooming vehicles, and two shuttle buses.

In order to reach a similar financing total, we also need to consider equipment included under the Diamond Peak Master Plan Phase 1a and 1b. Such equipment items might include the Canopy Tour at \$924,000, the Alpine Coaster at \$1,757,774, kitchen equipment for \$250,000, and the Lakeview Lift download component at \$350,000. All other items under the Diamond Peak Master Plan are phased beyond five years and cannot be assumed to provide an alternative resource to a project that is only four years away from being executed. There are also other costs, but they are not of a nature to be eligible for equipment leasing.

**Financial Impact**

The pure financial analysis of this question is what is the cost to repay under each form of financing and cash flow? This is true because the State of Nevada Guidance for leasing and medium term bonds are fairly identical. Bonding has a few more steps and might take a few months longer to execute, but it would be done only once, whereas each lease would be determined and closed for each equipment item.

Using an amortization assumption of 72 months at 4.5% interest, each dollar borrowed under a lease would cost \$1.14293 to repay. Using an amortization assumption of 120 months at 2.8% interest, each dollar borrowed under a General Obligation Revenue municipal bond would cost \$1.14823 to repay. Some have asked if going to a longer term repayment saves and it does not since the longer term of the bond, the higher that rate of interest and the slower the repayment of principal.

	Cost to Repay \$1	Annual Payment
Municipal Lease for 6 years	\$1.14293	\$1.90488
10 Year Medium Term Bond	\$1.14832	\$1.14823
30 Year Municipal Bond	\$1.53530	\$0.51176

The cash flow under leasing is a higher annual amount but over a shorter time than the Medium Term Bond. Over a ten year window, the total is virtually the same. The exact timing of drawing on a lease would have to be managed to properly plan for how many leases would be open at the same time. The interest rates will change, however the factor itself would likely stay relative in our scenarios.

This leaves the question of execution in the market place. Going into the bond market to raise \$4,000,000 to build a road improvement would be seen as reasonable and expected. The District holds an Aa1 Bond Rating and no doubt should have many interested parties in the bond market. We can explain that a series of leases are being assembled in order to provide a similar total of resources, however, the number of institutions that might consider the proposal will be far fewer, and thus the lack of competition could result in higher costs or inability to place items. There is a very robust commercial leasing market, but a somewhat limited municipal leasing market. The rates of return are different and it is considered somewhat of a specialty among banking institutions. The ability to market and place one bond issue is reasonably assured. The ability to place a series of leases may require both more administration and salesmanship to accomplish.

### **Alternatives**

If we choose to explore leasing, it might be possible to inquire about establishing an advance commitment for multiple items at some formulated interest rate. This at least assures the resources could be obtained when individual items are being ordered. Our experience with golf cart leases found this to be possible as the institution used a master lease agreement and then did addendums for each individual block of carts. Both institutions we are acquainted with for leasing have lending limits that probably allow a borrowing limit at or above our \$4,000,000 target. We could also split the portfolio into pieces to avoid any lending limit questions. However, to ask for such a commitment, the District should be equally committed to the series of purchases.

### **Comments**

The Five Year Capital Improvement Project Summary is a fluid and flexible process that goes through a reset each year. However the advance planning a preparation for a project of the magnitude of the Ski Way and Diamond Peak Parking Lot Reconstruction requires multiple years. To be ready we must have the financing plan relatively assured. The District must file a five year plan with the State of Nevada with its Indebtedness Report by July 31, 2018. That plan only has to identify issued debts and state intentions for 2018-2019. Therefore the absolute commitment is not being made now. Signaling a long-term intent is prudent both for credibility with the State and County Debt Commission, but also by informing the community. The Board of Trustees needs to set a direction for the overall five year plan.

## MINUTES

### **REGULAR MEETING OF APRIL 11, 2018 Incline Village General Improvement District**

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, April 11, 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 Communications Coordinator Misty Moga, Director of Public Works Joe Pomroy, Director of Finance Gerry Eick, Director of Human Resources Dee Carey, Director of Golf Michael McCloskey, Director of Information Technology Jeremy Breeden, Director of Parks and Recreation Indra Winquest, and Director of Asset Management Brad Johnson.

Members of the public present were Pete Todoroff, Sara Schmitz, Tony Robinson, Margaret Martini, Steve Price, Aaron Katz, Judith Miller, Gene Brockman, Shirley Altick, Brad Perry, Bruce Simonian, Wayne Ford, Steve Dolan, and others.

*(43 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\***

Tim Callicrate....Benicia Price....Tony Robinson....Sara Schmitz....Bruce Simonian....Kendra Wong

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

#### **C. PUBLIC HEARING (TIME CERTAIN FOR 6 P.M.) – Proposed amendments, that include Utility Rate Increase, to IVGID Sewer Ordinance No. 2, entitled “An ordinance Establishing Rates, Rules and Regulations for Sewer Service by the Incline Village General Improvement District” and IVGID Water Ordinance No. 4, entitled “An**

**Ordinance Establishing Rates, Rules and Regulations for Water Service by the Incline Village General Improvement District”**

Trustee Horan made a motion to open the public hearing on IVGID Ordinance No. 2, Sewer, and Ordinance 4, Water. Trustee Callicrate seconded the motion. Chairwoman Wong called the question and the motion was passed unanimously.

Chairwoman Wong asked Director of Public Works Pomroy to confirm that the required notices were published; Director of Public Works Pomroy confirmed in the affirmative.

Director of Public Works Pomroy gave a brief overview of the proposed rates which was included in the Board packet.

Chairwoman Wong announced that public comment would be limited to only on Ordinances 2 and 4 at this time.

Aaron Katz said that all of what he is speaking about tonight is going to be about what is just, what is right, and what is equitable as we don't get much of that and he hopes that changes. One of the problems with IVGID is that it has no means of generating revenue other than being in businesses. It is his feeling that we are being overcharged to subsidize other items because IVGID doesn't have the tax revenue. The problem is that the rates are not equitably distributed and thus residential customers end up subsidizing the businesses. There are about one hundred residents who pay excess charges, of which he is one, and we get charged three times the rate which is very unfair when Diamond Peak is using tens of thousands of gallons of water and which IVGID exempts themselves which means we are subsidizing their use and that is not right. The way that capital is structured is out of whack as again the residential customer is subsidizing the commercial customer. There is the administrative fee which over four thousand condominiums don't pay and that vacant parcels don't pay and that is wrong. When you add of these up, IVGID could reduce the charges by one million dollars per year so make it fair by customer.

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

Sara Schmitz said that she appreciate all of you being here and that she has a question as a point of clarification. The budget for utilities has a line for services and supplies which is just under \$1.7 million and that comprises twenty five percent of the overall expenditures. She is asking that this number be broken down to understand where the money is spent.

Hearing no further public comments, Chairwoman Wong asked for a motion to close the public hearing. Trustee Horan made a motion to close the public hearing on IVGID Ordinance No. 2, Sewer, and Ordinance 4, Water. Trustee Callicrate seconded the motion. Chairwoman Wong called the question and the motion was passed unanimously.

**D. PUBLIC COMMENTS\***

Aaron Katz said that he wants to talk about the proposed budget specifically the Recreation Fee. His statements indicate you don't do what is not right ethically as Staff lies to the public and everything they do is a lie and he has the facts to back it up. We got the proposed report that is justifying the Recreation Fee and totals show what this money is necessary for – it is a lie. Everyone knows it is a lie except maybe Trustee Morris. Staff has a spreadsheet, which is a lie too. It says that \$168 is going to Community Services Administration and it pays for various things but it doesn't and Staff knows that. On April 16, 2016, Staff made it clear it is a phony entry, discretionary entry, which has nothing to do with it. IVGID is now paying off a bond so now there will be \$268 going into a slush fund, and that is forty percent of the Recreation Fee. Staff tells you they are doing a great job. Then why has this increased – it is because Staff is stealing over two million dollars on things they are not spending on to create an artificial fund balance. This Board needs to put a stop to it, he has the facts right here, and a written statement to prove it.

Judith Miller read from a prepared statement which is attached hereto.

Margaret Martini read from her previously submitted prepared statement which is attached hereto.

Sara Schmitz said she is a candidate for IVGID Board of Trustees and that she respects that all of you, including Staff, are trying to do the right thing. As a former realtor, she decided to reach out to title companies in Reno and she learned something to take into consideration. If these transactions were handled through a title company and/or escrow company, then title and escrow are responsible and they are financially responsible as part of their job. If this transaction were not done through title and escrow, the titles could be clouded. While she didn't have the time to do research that history, she would recommend that before the Board take anymore actions, she thinks it would be prudent to take a pause and investigate how those transactions were carried out because it may not be the responsibility of IVGID and title and escrow companies may be responsible. She is asking the

Board to not make a decision tonight and instead research the transactions and if so, hold them accountable.

Pete Todoroff said that he wanted to announce the Community Forum to be held on Friday, April 20 from 9 a.m. to 10 a.m. at the Incline Village Library. He has invited the Executive Director of TRPA, Assemblywoman Lisa Krasner will be up and she has invited Senator Ben Kieckhefer to join her and he has invited Washoe County Commissioner Berkbigler as well. This is a very good opportunity to speak with our representatives face-to-face. Mr. Todoroff said that he had a question which was sort of what Ms. Schmitz was talking about and that was what about the future taxes on these properties and on those properties that were sold. He has heard about that. Also, he went to Crosby's when Chairwoman Wong was talking about her candidacy and the District spent forty three thousand dollars on a five thousand dollar contract and the question was asked why did we spend that kind of money and the answer was that the District didn't like what the contract said. So we spent all of this money and now we have a government making a payment to a non-profit and why this non-profit as it is coming out of the community funding and it is something that should be addressed as he doesn't thin a government has the right to pick the non-profit.

Ryan Luskie said that he stopped by to find out some information. He was recruited by IGT in Reno and moved to Incline Village. He lives at the Tahoe Racquet Club and knows that the Lake Tahoe School will be doing a bit of reconstruction which includes moving around some of their utilities and one of the things they want done is to get fiber installed. Mr. Luskie said he wasn't sure if there was a group working to bring this service up to Incline Village but when you are watching Netflix and doing buffering, we all know how tedious that can get. It would be great to bring this technology up to Incline Village and he is not sure who to talk to but it would great to have it in our community.

Gail Krolick said she was here tonight to speak on General Business Item G.2, the three lots. She too has done a tremendous amount of research and that she wants to commend the District General Manager for speaking at the last community meeting and providing the history however she is a licensed realtor in the State of Nevada and it is interesting what Ms. Schmitz did and she thought the same thing. She was taken aback by Staff's alternative recommendation of do nothing and she would suggest rejecting Staff's recommendation and doing a little bit more investigation such as talking with our Washoe County Commissioner and speaking to the members of the Board of Trustees at that time as they are still in the community and they aren't hard to get in touch with.

**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 Winqest)**

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

Director of Parks and Recreation Winqest 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 Winqest 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 Winqest 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 Winqest 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,

it means the use of chemicals, etc. Further, we would like to remind our dog walkers to please pick up after their dogs.

Chairwoman Wong says that she goes running and has noticed the signs that have been posted and asked when they went up. Director of Golf McCloskey said that these signs are posted to inform individuals as it is hard to catch violations.

**G. GENERAL BUSINESS (for possible action)**

**G.1. Review, discuss and possibly approve Golf Play Pass rate structure for the Incline Village Golf Courses 2018 golf season (Requesting Staff Member: Director of Golf Michael McCloskey)**

Director of Golf McCloskey gave an overview of the submitted memorandum.

Trustee Callicrate said that when this was discussed in December he recalls that it was all passed through all the golf organizations that use the golf courses and that Staff has done a great job and this makes complete sense so he is willing to move forward with a motion.

Chairwoman Wong asked if we used to have a Championship Golf Course only full pass. Director of Golf McCloskey answered yes and that it was about five years ago and that the idea to add the Mountain Golf Course is to create exposure to play as over the years there has been a tendency to have the play occur at the Championship Golf Course at a rate of ninety to ninety five percent and hence why the limited one is at the Championship Golf Course only.

Trustee Horan said that the use of the punch card is a great proof of concept and a great place to start this idea.

Trustee Callicrate made a motion to approve the provided Golf Play Pass rate structure, as shown below, for the Incline Village Golf Courses 2018 season:

Below is the list of the 2018 Golf Season Play Pass options:

**IVGID RESIDENT PLAY PASSES**

**CHAMPIONSHIP GOLF COURSE**

	2018 Proposed Rate	2017 Rate	
10 Play Pass	\$720.	\$720.	
20 Play Pass	\$1,300.	\$1,300	
LIMITED – All You Can Play Season Pass - Individual	\$1,950.	Not Applicable	>Open – June 17 & Sept. 17 – Closing = Unlimited Play Any Day/Any Time >June 18 – Sept 16 = Monday – Thursday Any Day/Any Time & Friday – Sunday After 12 p.m. only
LIMITED – All You Can Play Season Pass – Couple*	\$3,050.	Not Applicable	>Open – June 17 & Sept. 17 – Closing = Unlimited Play Any Day/Any Time >June 18 – Sept 16 = Monday – Thursday Any Day/Any Time & Friday – Sunday After 12 p.m. only

\*Couple is two married people or domestic partners living together in the same household as a family unit.

PM – All You Can Play Season Pass – Individual	\$999.	Not Applicable	>Open – June 17 & Sept 17 – Close = Unlimited Play AFTER 12 p.m. >June 18 – Sept 16 = Unlimited Play AFTER 2 p.m.
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**IVGID RESIDENT PLAY PASSES**

**MOUNTAIN GOLF COURSE**

	2018 Proposed Rate	2017 Rate	
10 Play Pass	\$350.	\$350.	
UNLIMITED – All You Can Play Season Pass - Individual	\$650.	\$650.	
UNLIMITED – All You Can Play Season Pass – Couple*	\$999.	\$999.	

\*Couple is two married people or domestic partners living together in the same household as a family unit.

PM – All You Can Play Season Pass – Individual	\$450.	Not Applicable	Unlimited Play AFTER 2 p.m. – ALL SEASON
UNLIMITED Junior Pass	\$150.	\$125.	Walking only, up to age 17 – stand by only

**IVGID RESIDENT PLAY PASSES**

**BOTH GOLF COURSES**

	2018 Proposed Rate	2017 Rate	
UNLIMITED – All You Can Play Season Pass - Individual	\$2,450.	\$2,450.	
UNLIMITED – All You Can Play Season Pass – Couple*	\$3,950.	\$3,950.	

\*Couple is two married people or domestic partners living together in the same household as a family unit.

UNLIMITED Junior Pass	\$250.	\$225.	Walking only, up to age 17 – stand by only
UNLIMITED College Pass	\$400.	\$300.	Walking only, up to age 26, currently enrolled in college, stand by only

\*The IVGID Board of Trustees allows management to adjust prices to accomplish yield management provided the rate offered to the public is above the IVGID Picture Pass Holder rate.

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

and one in Buildings and there is a part time position that has become more hours in Utilities as well as several other positions so it is almost two full time equivalents for food and beverage. District General Manager Pinkerton added that it is consistent with the March 13, 2018 information. Director of Finance Eick said it is a little higher than an earlier preview and that this is about planning for service level expectations and that roughly two thousand hours creates a full time equivalent.

Trustee Dent said, referencing agenda packet page 158, second paragraph, that it talks about projects that are not completed, etc. and asked what is the designation for the threshold or Board policy or is there one. Director of Finance Eick said that the threshold is relative to the budget and that in capital it is one hundred thousand dollars and if not in capital, it is fifty thousand dollars and in terms of the threshold that is with the State and what is budgeted for an individual fund.

Trustee Dent said, referencing agenda packet page 160, near the bottom, the planned projects are one million dollars for the General Fund and the presentation on March 28, 2018, it was one million one hundred seventy two thousand so can you explain the difference. Director of Finance Eick said it relates to dealing with the Administration Building and without a specific project it was more generic to round down to one million dollars.

Trustee Dent said, referencing agenda packet page 174, the Community Services Fund, it doesn't agree with the facilities fees summarized on agenda packet page 195 so can you explain that. Director of Finance Eick said it should agree with the totals and that this is an idiosyncrasy of the forms which requires us to budget in total. Draw your attention to agenda packet page 174, facilities fee, total fee and then look at agenda packet page 175 and you will see under contingency the lines that says transfer out and it has six million dollars going out. Schedule T begins on agenda packet page 188 and you will note under Special Revenue Funds it identifies that a transfer to capital projects will be made of \$3,605,360 for Special Revenue Fund of Community Services for debt of \$409,700 which ties back to agenda packet page 195; the same relationship occurs relative to the Beaches.

Trustee Dent said, referencing agenda packet page 176, the profit of two hundred and fifty thousand dollars for the beaches is now at one hundred and ten thousand dollars for food and beverage so is this something that we should have someone else do. Director of Finance Eick said it was simply included and that we will have additional costs and labor but Staff is

budgeting no worse a result than from a concessionaire. Trustee Dent said so we are getting the same amount of profit as if it was an outsider. Director of Finance Eick said yes and he will provide the budgeted results.

Trustee Dent said, referencing agenda packet page 177, the expenditures in column three, don't match up with agenda packet page 197 through 199 for capital projects so can Staff explain the difference. Director of Finance Eick said that the biggest issue is with the State forms. The identified projects that will be carried over is six hundred thousand for the master plan and then fifty thousand of carry over for a different master plan; those are the only differences and that he would remind the Board that when Staff does this in May, we will have a full, detailed list.

Trustee Dent said, referencing agenda packet page 160, said there is \$625,000 under Community Services for the planned CIP for 2018/2019 and when you go to agenda packet page 189, we have \$650,000 and \$1.6 million. Director of Finance Eick said that the \$1.6 is relative to the culvert and that covers that in its entirety. The \$625,000 is reflective of the Diamond Peak Master Plan and it is strictly about Master Plan carryover. Trustee Dent said so that number would be corrected. Director of Finance Eick said it will grow as we will have a better opening fund balance. Chairwoman Wong said that the schedule on agenda packet page 160 are selected fund balance and agenda packet page 189 relates to transfers in. Director of Finance Eick said transfers are not necessarily always from fund balances and that the \$1.6 million is for the culvert and we have said that is fund balance. Longer term, we are looking at the run out period of the Diamond Peak Master Plan and Staff has tried to make it clear that it is a multi-year process to get through entitlements where the culvert project is this year.

Trustee Dent said, referencing page agenda packet page 192, this is a list of contracts and can the Board get a list of all contracts within the District and why does it include RKG. Director of Finance Eick said RKG is marked to expire in 2018 and that these contracts, on agenda packet page 192, are very prescribed contracts by the State and that it is not intended for contracts with all vendors.

Trustee Morris made a motion to authorize Staff to execute and file the Form 4404LGF as the Incline Village General Improvement District's "Tentative" budget for fiscal year 2018-2019, including the Budget Message therein, and order it filed by April 16, 2018 to meet

NRS 354.596 requirements. Trustee Horan seconded the motion. Chairwoman Wong asked for any further comment.

Trustee Morris said he wanted to make a quick compliment to Staff and say thank you for all the time and the time to educate us in the prior year. Director of Finance Eick thanked the Board and acknowledged the work of forty or fifty Staff members. Chairwoman Wong said thank you to Senior Staff as she knows this is a very long process and in looking at agenda packet page 201 it is something we started back in October 2017 so it is definitely a long, involved process.

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

**G.3. Review, discuss, and possibly approve Resolution Number 1863: A Resolution Preliminarily Approving the Report for Collection of Recreation Standby and Service Charges, Fiscal Year 2018-2019 (Requesting Staff Members: District General Manager Steve Pinkerton and Director of Finance Gerry Eick) *(was General Business Item G.4.)***

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

Trustee Callicrate said that he appreciates all the work that you and your Staff have put into this as the questions that get asked got answered and so thanks for what you do as it is not an easy task. We, as a Board, should be as upfront as possible that we haven't raised our Recreation Fee and now we are getting into some issues. In thinking about this, the Board is being a little bit disingenuous by not stating with the termination of the bond, that is sunsetting next month, and then we should probably say, we understand that maturation, and that we need maintain the \$830 for the need of the additional projects and we should be able to state that we, as a Board, understand there was a sunset of the bond but would like to continue to collect that money which he thinks is a little bit clearer. We won't get folks talking about the third raise in the fee, makes it a lot clearer, explains what we are doing as a Board, and that the monies are needed to replace infrastructure, etc. He would like to bring that narrative forward so it is a little more upfront. Director of Finance Eick said that Trustee Callicrate stated it very well and that this was the purpose of agenda packet page 195 which makes that pattern known and measured. Staff made it clear on the debt

service that it is decreasing and he thought we had a fantastic discussion on March 28, 2018 and thought we made it clear that we were waiting for this money to do projects. He supports making it clear and that this is essentially an allocation of resources, a different set of resources, and the Board has said this is how we are going to take care of it. District General Manager Pinkerton said three years ago, the Board had a study session and it has been very upfront with the approval of the Recreation Fee during our study sessions. He spent time doing some research and in pulling up the minutes of November 2011, page 48 of minutes, the Board had a two day workshop discussing the dialogue about sunsetting in the past, and it made a lot of sense to come up with a new plan for a more predictable Recreation Fee which was unanimously agreed to by the Board. The sunsetting wasn't referred to by the Board nor was their action. There was no specific Board direction other than they understood each year they set the Recreation Fee and decide every year the Recreation Fee. It was mentioned several times since then about a more stable Recreation Fee and it has always been modeled in our CIP cash flows that those dollars would be reallocated. Our fault is not being able to communicate this expiration about future allocation and predictable Recreation Fee. This is the seventh year in a row that Staff has brought back a stable Recreation Fee. Trustee Callicrate said thank you and noted that he was around to hear from prior Boards and that for a while he knows we haven't raised the Recreation Fee, which is not factually, because the Board has raised it because of the sunsetting. It is pedantic and not as transparent as we could be, and that he is belaboring this point but because this bond retires in May, we need everyone to understand the rationale and that the Board is saying the District needs the \$830 and possibly far more for our infrastructure and while the report doesn't spell it out as explicitly, this Board is making the determination to take the Recreation Fee down by \$110 and then increasing it by \$110. Trustee Dent suggested adding a paragraph to this memo that the bond is sunsetting and that \$110 should be falling off, and the Board is voting to move that \$110 to capital and thus it is very transparent. District General Manager Pinkerton said that it was never addressed when those Recreation Fees were put in place and that there is nothing stated by the Board in the resolution/action. Trustee Horan said just so we are all on the same page, the District does its budget on a yearly basis and that the bond is maturing and this Board is looking for resources to meet our proposed expenditures. It needs to be very clear that the District budgets on a yearly basis and that when debt matures, we all look at our budget very carefully and figure out what we need to do. Trustee Callicrate said that it should take a couple of sentences – the bond matures, this Board agrees to reduce the Recreation Fee by \$110 and that

this Board agrees to increase the Recreation Fee by \$110 thus the Recreation Fee remains the same. District General Counsel Guinasso said that we can't change the submitted memorandum so everyone should look at the minutes to support the action and that all the points will speak to the intent relative to what you approve. Chairwoman Wong said that she is not seeing an appropriate place within Resolution 1863 however when we go to approve the final budget on May 23, 2018 and maybe we can include a statement and/or expanded statement and/or more definitive statement in the memorandum so that the discussion will go on the record; she is proposing a more official discussion on May 23, 2018. Director of Finance Eick said that the Board will have a Staff report and Staff will add additional detail to that section so that it is on the record. Trustee Callicrate cautioned that it needs to be very clear in order to put this issue to rest. The Board discussed it on April 11, 2018, they understand that the bond is maturing/being retired and that we are appropriating those same monies to the Recreation Fee of \$830 in order to meet our ever growing capital needs. Chairwoman Wong suggested it be included in the memorandum in a separate section and that it is stated that the Board recognizes the maturation of the bond, that the Board wants to maintain the Recreation Fee at \$830, and that here is why we have the discussion every year and that the Board practice is that the discussion is held during the annual budget process. Director of Finance Eick said that would fit perfectly in the Comment section of the memorandum.

Trustee Horan made a motion to adopt Resolution Number 1863 which preliminarily approves the report for collection of recreation standby and services charges (also known as the Recreation Facility Fee and Beach Facility Fee) and sets forth the public hearing date of Wednesday, May 23, 2018 at 6:00 p.m. at the Chateau, 955 Fairway Boulevard, Incline Village, Nevada. Trustee Callicrate seconded the motion. Chairwoman Wong asked for comments, receiving none, called the question – the motion was passed unanimously.

Chairwoman Wong called for a break at 8:17 p.m.; the Board reconvened at 8:26 p.m.

- G.4. Review, discuss and possibly approve a payment to the Washoe County Treasurer's Office in the amount of \$33,177.81 consistent with Nevada Revised Statutes 361.603(4) and defer disposition of any other parcels that were acquired via Nevada Revised Statutes 361.603 until a Formal Land Disposition Policy (or its**

**equivalent) can be developed and incorporated into the forthcoming Incline Village General Improvement District Code (Requesting Staff Member: District General Manager Steve Pinkerton) *(was General Business Item G.5.)***

Trustee Horan made the following statement:

*The Board packet gives a very good summary of this issue and I encourage everyone to read the entire packet. The highlights are as follows:*

- *IVGID had the legal authority to take this action. We are subject to NRS 318 when selling property and not the NRS applicable to counties, cities, etc. NRS 318 is applicable to all GIDs in the state.*
- *This was not done in secret. This is well documented in the documents that are part of the packet. If anything that could have been done better, it would be the documentation of conversations that were held with the County about our intention to sell the property. Payment of the back property taxes to the County were part of the discussion and when the transfer was made without restriction that was brought to the attention of the County. I have examined the Quitclaim deed issued by the County for the parcels and it states the approval was based on the determination that a public purpose would be served by the acquisition of the property. I think that it is interesting that the County did not question when the lots were sold and placed back on the County tax roll.*
- *When this subject was brought up at the end of last year, three people were severely criticized, General Manager Pinkerton, Finance Director Eick and Counsel Guinasso. Regarding both Pinkerton and Guinasso, this process predated their employment by the District. The third parcel sale that was completed at the end of 2015 was one that began before their employment and they allowed to complete. However, they both recognized the way the lots were being sold needed to be revisited and a hold was placed on the process. Finance Director Eick was unjustifiably accused of illegal activity. This had no basis in fact. As stated earlier, all these actions were handled in an appropriate manner.*

*I have the upmost respect for Mr. Eick and feel that he maintains the highest standard of knowledge, professionalism and ethical standards.*

*He is very well respected by his peers, within the industry, and the Nevada State regulatory bodies that oversee our activities.*

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

Chairwoman Wong said that we heard a public comment about future taxes and it is her understanding that the taxes become the responsibility of the purchaser. District General Manager Pinkerton said as do the Recreation Fee and that the property taxes are about five dollar per year.

Trustee Horan said that in the execution of this he would like to have a signed agreement, with Washoe County, that they are going to give the District the specific amount back in Recreation Fee. District General Manager Pinkerton said he thought a letter of some sort might be possible. District General Counsel Guinasso said that he will speak to Washoe County General Counsel to memorialize that understanding.

Trustee Dent said we also heard a public comment about the possibility of a title company having some responsibility. District General Manager Pinkerton said that at the time these parcels were sold, Washoe County didn't ask for any outstanding taxes thus this request to pay taxes. Chairwoman Wong said that the net cost is \$1,600 and this research would cost more in Staff time. District General Counsel Guinasso said that he has looked at the merits and that the transfer was made under the applicable section of the Nevada Revised Statutes so there was no reason for the title company to tag that issue and therefore no issue for the title company to have any responsibility as the change was made at a future date when it went from NRS 361.603(5) to NRS 361.603(4).

Trustee Dent said that there has been a lot of discussion on social media about picture passes and punch cards and getting unlimited punch cards; do we know how many are issued on these three parcels. District General Manager Pinkerton said that none of them have requested any additional punch cards other than the five and that one parcel only has two.

Trustee Horan made a motion to pay the Washoe County Treasurer's Office \$33,177.81 in delinquent taxes owed on Assessor Parcels 126-294-18, 126-294-28 and 126-294-29, consistent with Nevada Revised Statutes 361.603(4) and to direct Staff to defer disposition of any other parcels that were acquired via Nevada Revised Statutes 361.603 until

a Formal Land Disposition Policy (or its equivalent) can be developed and incorporated into the forthcoming Incline Village General Improvement District Code. Trustee Morris seconded the motion. Chairwoman Wong asked for any comments.

Trustee Callicrate said that he didn't like the fact that the District is having to do this and in a sense it is going back and undoing this to pay these monies but because all of a sudden we are collecting the Recreation Fee, Washoe County wants to get the monies back, it is a very bad way to conduct business. He was against this from the beginning and how it has proceeded. He doesn't think it is a clean way to do this thus he will not be supporting this motion.

Chairwoman Wong said she will be supporting this motion as it was done in the past and we have done our due diligence and this motion takes the step to do that. In terms of Washoe County changing their mind, we don't have control over that and it is costing us \$1,600 for a maybe it was or maybe it wasn't which is a small price to pay for moving forward.

Trustee Horan said that the District did collect forty six thousand dollars and we are getting twenty four hundred dollars in Recreation Fees which we can talk about, etc. but it is time to develop a policy and move forward. It is not worth the Staff or Legal time so he will be supporting this motion.

Trustee Dent said he will not be supporting the motion because Nevada Revised Statutes 318.160 is pretty clear and the Board didn't authorize this sale. How do we know what the parcels are worth as we probably, could have gotten quite a bit more so he is not supporting this action.

Trustee Morris said he is supporting this motion as he doesn't see any point of spending any more money, let's put it to bed, and move forward.

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

**G.5. Review, discuss, and possibly approve Resolution 1861 for Proposed Amendments to Sewer Ordinance No. 2 and review, discuss, and possibly approve Resolution 1862 for Proposed Amendments to Water Ordinance No. 4 that includes a utility rate**

**increase (Requesting Staff Member: Director of Public Works Joe Pomroy) (*was General Business Item G.2.*)**

Director of Public Works Pomroy gave a brief recap of the submitted materials.

Trustee Horan made a motion to approve Resolution 1861 amending IVGID Sewer Ordinance No. 2, entitled “An Ordinance Establishing Rates, Rules and Regulations for Sewer Service by the Incline Village General Improvement District”. Trustee Morris seconded the motion. Chairwoman Wong asked for comments.

Trustee Callicrate said that his concern is that monies that are earmarked specifically for the Effluent Export Pipeline and set aside for related projects should not be siphoned off for other projects therefore he will not be supporting this motion.

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

Trustee Horan made a motion to approve Resolution 1862 amending IVGID Water Ordinance No. 4, entitled “An Ordinance Establishing Rates, Rules and Regulations for Water Service by the Incline Village General Improvement District”. Trustee Morris seconded the motion. Chairwoman Wong asked for comments, hearing none, called the question – Trustees Callicrate and Dent voted opposed; Trustees Horan, Morris, and Wong voted in favor; the motion passed.

**H. DISTRICT STAFF UPDATE\***

**H.1. General Manager Steve Pinkerton**

District General Manager Pinkerton had no update and the Board had no questions.

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

**I.1. Regular Meeting of March 28, 2018**

Trustee Dent said that the Board received an e-mail from Mr. Alexander which stated that there were areas in the minutes that were incorrect and asked if the Board wanted to make those corrections. Trustee Horan said that the minutes are a summary and not verbatim and that Mr. Alexander circulated his objections and he sees no reason to make the adjustments.

Trustee Dent said under Nevada Revised Statute 241.035 1.(e). that he is requesting that the e-mail from Mark Alexander Jr dated Sunday, April 8, 2018 at 4:00 p.m. be attached to the minutes of the meeting of March 28, 2018. Chairwoman Wong asked the District Clerk to include the requested e-mail at the end of the minutes of March 28, 2018.

Chairwoman Wong deemed the minutes of March 28, 2018 approved as amended.

**J. REPORTS TO THE IVGID BOARD OF TRUSTEES\***

**J.1. District General Counsel Jason Guinasso**

District General Counsel Guinasso said that the IVGID code is being worked as is the District's Retention Schedule. There is work that still needs to be done at the State level. Staff may be bringing back to the Board some policies to look at and that those will be incorporated into the ultimate work on the IVGID code.

Trustee Callicrate asked if there were any new Open Meeting Law complaints and what remains as outstanding. District General Counsel Guinasso said there are no new ones but two remain outstanding and the District is awaiting the response.

Chairwoman Wong asked if there was any update on the Katz litigation. District General Counsel Guinasso said that Mr. Katz submitted his request for reconsideration and that our attorneys are awaiting court direction. On the attorney fees part of the litigation, we are expecting, at some point, for the court to direct a briefing schedule and he will let the Board know when that happens.

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

Trustee Callicrate stated that he didn't travel as previously stated.

**L. CORRESPONDENCE RECEIVED BY THE DISTRICT\***

District Clerk Susan Herron stated that correspondence had been received from Mark Alexander Jr., Cliff Dobler, and Brenda Kiesel (which was related to the public hearing and mentioned by Director of Public Works Pomroy).

**M. 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.

Brad Perry said that he wants to address some rumors about safety concerns about Red, White and Tahoe Blue and specifically the rumors involving fireworks and their safety, storage, etc. This issue is one reason the Board shopped around as well as the risk to Board and residents that was posed by previous arrangements. The new vendor is turnkey and will be bringing their product into town the same day as it is loaded on the barge. This vendor takes liability for the barge and secures it overnight. As to finances, he is very proud of this Board and its forward thinking on that direction. We have a failsafe plan in that we are dedicated to having zero debt this year. We will have a Plan B which uses much less of IVGID's resources and that is removing Village Green from the plan which removes a \$50,000 thus maintaining a balanced budget.

Pete Todoroff said that he wanted to announce that on April 28 he is going to Bulgaria, his native country and where his parents come from, and he will be staying in hotel and drinking wine that has his name on them and that he will be gone until May 15. Regarding the safety concerns about Red, White, and Tahoe Blue, he brought up that topic at the CAB (the storage of the fireworks) so that's why Mr. Perry spoke about it.

**N. LONG RANGE CALENDAR**

District General Manager Pinkerton went over the Long Range Calendar and the Board decided they would like to have the Beaches 101 Presentation conducted on Wednesday, July 11, 2018.

**O. CLOSED SESSION\*** – The Board may consider a motion to enter into closed session to have a discussion regarding the Union Negotiations with the Operating Engineers of Northern Nevada pursuant to Nevada Revised Statutes 288.220

Trustee Horan made a motion to enter into closed session to have a discussion regarding the Union Negotiations with the Operating Engineers of Northern Nevada pursuant to Nevada Revised Statutes 288.220. Trustee Morris seconded the motion. Chairwoman Wong called the question and the motion was passed unanimously. The Board of Trustees entered closed session at 8:58 p.m.

Trustee Horan made a motion to exit closed session. Trustee Morris seconded the motion. Chairwoman Wong called the question and the motion was passed unanimously. The Board of Trustees exited closed session at 9:08 p.m.

**P. ADJOURNMENT (for possible action)**

The meeting was adjourned at 9:08 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): April 11, 2018 IVGID Board of Trustees Meeting Public Comment: By: Margaret Martini – to be included with the Minutes of the Meeting

Submitted by Judith Miller (1 page): Public Comment IVGID Board of Trustees Meeting 4/11/2018

Submitted by Aaron Katz (8 pages): Written statement to be included in the written minutes of this April 11, 2018 regular IVGID Board Meeting – Agenda Item G(4) – Approval of a report for the collection of “taxes” which are misnomered as “fees” – the proposed resolution should be rejected because the Recreation (“RFF”) and Beach (“BFF”) facility fees cannot be collected against property using the vehicle of NRS 318.201, et seq.

April 11, 2018 IVGID Board of Trustees Meeting Public Comment:

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

I am truly at a loss in understanding how this District can be so badly mismanaged. Having lived, raised children, volunteered and worked in this Community most of my adult life, I simply cannot fathom the depth of the dishonesty that now permeates every one of our public meetings. Tonight you are presenting changes to Ordinance 2 and Ordinance 4 with another hefty increase in our Water and Sewage rates **Mr. Pomroy or Mr. Johnson will drag out the same tired old slide of how much everyone else pays around the area. This ridiculous slide is not relevant. What is relevant is the fact that this department should and must operate to the maximum cost effective efficiency as their fiduciary financial duty to the residents of this community. That is their job. We expect nothing less regardless of other utility districts.** Three of you will approve these rates although the financials demonstrate that you are using the money collected for the Effluent pipeline to be repurposed to cover operating costs and other capital project expenditures. When you collect millions of dollars for a specific purpose and use it for something else, that is dishonesty. Tonight, you will also be approving a combined Recreation and Beach Fee of \$830. You will claim, once again that you are not raising these fees although \$110 will continue to be collected for the debt service of a 2008 Bond that has matured. That will mean that approximately \$280 or close to third of the \$6,700,000 you collect from us annually will continue to be collected for the 2003 and 2004 bonds that we have already paid off –and that money will be repurposed for staggering increases in our operating expenses and new capital projects. Perhaps the GM or Director of Finance can also explain why almost 25 cents of every dollar of our Rec Fee is going to Community Services Administration? Does anyone know exactly what Community Services Administration is? All I have seen is that it transfers hundreds of thousands of dollars to the Beach Fund to cover punch card transactions? And speaking of the Beaches, I see that the District has decided to terminate Brimm and provide its own Food and Beverage services. Do the numbers add up for this change? No, revenues increase but the bottom line declines. You can't make this stuff up.

And the elephant in the room is the absence on this agenda for any disciplinary action against our Public Records Officer and Director of Finance Eick's dishonest denial for the public records of the buyer's waiting list for the unbuildable parcels in Mr. Eick's possession. Three citizens asked for a list. After many months, the

citizen who was told by Mr. Eick that he was on the list -- was finally able to obtain it by asking for the "folder" which contained the scraps of paper comprising Mr. Eick's "secret" list.

I no longer know who the Board Chair, the General Manager, the Director of Finance, and Legal Counsel actually serve. But, I do know that they do not serve our Citizens.

Margaret Martini

Incline Village

## Public Comment IVGID Board of Trustees Meeting 4/11/2018

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We were told just last year that smoothing (keeping the Rec Fee at the same elevated level, even after several bonds were paid off) would be used to accumulate resources for *legacy* projects so they could be accomplished without fluctuations in the Rec Fee. So for several years the “fund balance” has been growing by millions of dollars. Well, <sup>at the last meeting</sup> last week, Chair Wong supported staff’s suggestion of using nearly \$4M of the “slush fund” for the Diamond Peak Master Plan, even though our community survey made it clear that 68% of us want our priority to be our existing facilities, not new initiatives. She argued that to her the DPMP was not a new initiative because it has been in the CIP for several years. The draft budget documents clearly refer to the project as type A – **NEW INITIATIVES**.

Governments are not supposed to accumulate huge cash fund balances with no designated purpose or restrictions. Yet that is the situation we now have. Instead of using the funds for legacy projects, they can be used by the GM for any purpose, or used by the Board majority for whatever project they favor. Reserve/contingency funds at least require Board approval before they are spent. But we have no reserve fund. A bond that requires voter approval can only be used for the purpose the taxpayers approved in voting for the bond. But IVGID uses the excuse that bonds will be paid by pledged revenue (i.e the rec fee), so they never have a bond election.

You are approving a budget tonight that still calls for continued “smoothing”, with no reduction in the Rec Fee, even though more than \$200 of the fee was imposed for debt service that no longer exists.

Recently our Board Chair expressed her opinion that the former Boards should never have made promises that the Rec Fee would be reduced once bonds were paid off. But they did make those promises, and the current Board should have honored them. Otherwise, property owners would never have tolerated the bonds in the first place.

Please do not approve the budget that has been presented. Honor the promises, and reduce the Rec Fee until after the Community Services Master Plan is reviewed, and all legacy projects and new initiatives, including DPMP, are prioritized. Then we will have a clear picture of the resources needed. Let the property owners decide what they wish to support. At a minimum, insist on the creation of a reserve fund that you have the power to control.

Judith Miller

**WRITTEN STATEMENT TO BE INCLUDED IN THE WRITTEN MINUTES OF THIS  
APRIL 11, 2018 REGULAR IVGID BOARD MEETING – AGENDA ITEM G(4) –  
APPROVAL OF A REPORT FOR THE COLLECTION OF "TAXES" WHICH ARE  
MISNOMERED AS "FEES" – THE PROPOSED RESOLUTION SHOULD BE  
REJECTED BECAUSE THE RECREATION ("RFF") AND BEACH ("BFF")  
FACILITY FEES CANNOT BE COLLECTED AGAINST PROPERTY  
USING THE VEHICLE OF NRS 318.201, et seq.**

**Introduction:** In generally accepted accounting principles ("GAAP"), "fees" are charges for "exchange" or "exchange-like" goods or services. Each party receives or gives up something of essentially equal value<sup>1</sup>. "Taxes" are charges where one party (a government) gives (or receives) something of value without directly receiving (or giving) equal value in return<sup>1</sup>. Thus if those who are assessed IVGID's Recreation ("RFF") and Beach ("BFF") Facility "Fees" receive nothing of equal value in return, those "fees" are the product of an "imposed non-exchange transaction" and considered a "tax." Because "special revenue" funds are used to report IVGID's receipt and expenditure of RFFs/BFFs, this is an admission the RFF/BFF are "taxes" rather than "fees." And if "taxes," the procedure staff are using to cause their collection on the county tax roll (here NRS 318.201, et seq.) is improper. And that's the purpose of this written statement.

**IVGID's Funds Structure:** In order to understand the differences between exchange and non-exchange transactions, one needs to understand how each is accounted and reported. Local governments must establish, by resolution, one or more accounting funds<sup>2</sup>. And because the financial statements and other schedules required for a local government's funds must be prepared in accordance with GAAP<sup>3</sup>, GASB<sup>4</sup> Standards apply.

In Nevada the term "fund" is defined to mean "a fiscal and accounting entity having a self-balancing set of accounts, recording cash and other financial resources together with all related liabilities and residual equities or balances, or changes therein, which are segregated for the purpose

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<sup>1</sup> See Government Accounting Standards Board ("GASB") Standard 33 ([http://gasb.org/jsp/GASB/Document\\_C/GASBDocumentPage?cid=1176160029148&acceptedDisclaimer=true](http://gasb.org/jsp/GASB/Document_C/GASBDocumentPage?cid=1176160029148&acceptedDisclaimer=true)).

<sup>2</sup> NRS 354.612.

<sup>3</sup> NRS 354.612(2).

<sup>4</sup> GASB is an independent, private-sector organization that establishes accounting and financial reporting standards for U.S. state and local governments that follow GAAP. GASB develops and issues accounting standards intended to promote financial reporting that provides useful information to taxpayers, public officials, investors, and others who use financial reports. GASB standards are recognized as authoritative by state and local governments, state Boards of Accountancy, and the American Institute of CPAs (AICPA)

[<http://www.gasb.org/cs/ContentServer?c=Page&pagename=GASB%2FPage%2FGASBSectionPage&cid=1176168081485>].

of carrying on specific activities or attaining certain objectives in accordance with specific regulations, restrictions or limitations."<sup>5</sup>

Each local government must maintain, according to its own needs the following kinds of **governmental** funds<sup>6</sup>:

- (a) General fund;
- (b) Special revenue fund;
- (c) Capital projects fund;
- (d) Debt service fund; and,
- (e) Permanent fund.

Each local government must maintain, according to its own needs the following kinds of **proprietary** funds<sup>7</sup>:

- (a) Enterprise fund; and,
- (b) Internal Service fund.

Although local governments must also maintain fiduciary funds<sup>8</sup>, since they are not relevant to this subject, they are not discussed.

With this primer in mind, let's examine the accounting funds IVGID has created. Since IVGID staff propose approving a tentative 2018-19 budget at agenda item G(3) for this meeting<sup>9</sup>, everything we need to know about IVGID's fund structure is at our finger tips.

IVGID's governmental and proprietary funds are identified in the index to the tentatively approved budget<sup>10</sup> proposed to be transmitted to the Department of Taxation ("DOT"). Insofar as **governmental** funds are concerned, there we see IVGID maintains a General fund, two Special Revenue funds, two Capital Projects funds and two Debt Service fund. Insofar as **proprietary** funds are concerned, there we see IVGID maintains a Utility enterprise fund, and an Internal Services fund.

So now you know IVGID's funds structure.

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<sup>5</sup> NRS 354.530.

<sup>6</sup> NRS 354.604(1).

<sup>7</sup> NRS 354.604(2).

<sup>8</sup> NRS 354.604(3).

<sup>9</sup> See [https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT\\_Agenda\\_Regular\\_4-11-18.pdf](https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Agenda_Regular_4-11-18.pdf).

<sup>10</sup> See page 155 of the packet of materials prepared by staff in anticipation of the Board's regular April 11, 2018 meeting [[https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT\\_Packet\\_Regular\\_4-11-18.pdf](https://www.yourtahoeplace.com/uploads/pdf-ivgid/BOT_Packet_Regular_4-11-18.pdf) ("the 4/11/2018 Board packet")].

**What is an Enterprise Fund?** A local government's Enterprise fund(s)<sup>11</sup> are used to primarily account for operations: (1) which are financed and conducted in a manner similar to *the operations of private business enterprises*, where the intent of the governing body is to have the expenses (including depreciation) of providing goods or services on a continuing basis to the general public, financed or recovered primarily **through charges to the users**; or, (2) for which the governing body has decided that a periodic determination of revenues earned, expenses incurred and net income is consistent with public policy and is appropriate for capital maintenance, management control, accountability or other purposes. In other words, **enterprise funds are used to primarily account for revenues derived from "exchange" or "exchange-like" transactions.**

Let me give an example. User fees are charged at essentially all of IVGID's recreation revenues. Play a round of golf and you are charged a fee. Purchase a lift ticket at Diamond Peak and you are charged a fee. The "fee" is exchanged for the right to "use" a particular recreational facility.

**What is a Special Revenue Fund?** A local government's Special Revenue fund(s)<sup>12</sup> are used to account for specific revenue sources, other than sources for major capital projects, which are restricted by law to expenditure for specified purposes. Because of GASB 33's identification of the "four classes of non-exchange transactions" (see discussion below), **special revenue funds are used to account for revenues the product of "imposed non-exchange transactions"** where they total a "substantial portion" of inflows [i.e., a minimum of twenty percent (20%) of the total revenue flow assigned to those funds<sup>13</sup>].

Insofar as the RFF/BFF are concerned, according to page 54 of IVGID's 2016 Comprehensive Annual (Audited) Financial Report<sup>14</sup> ("the 2016 CAFR"), at Note 17, IVGID admits that: "a significant source of revenue for these functions for operations, capital expenditure and debt service comes directly from a facility fee assessed by parcel for each function and expenditure type<sup>13</sup>...The operating portion of the facility fee is combined with charges for services to provide the resources (i.e., money) for providing services."

And according to page 55 of the 2016 CAFR, at Note 20, IVGID admits that: "Effective July 1, 2015, with a new fiscal and budget year, the District began utilizing Special Revenue, Capital Project and Debt Service governmental fund accounting for the Community Services Fund and the Beach Fund. (Prior thereto,) through June 30, 2015, they were accounted for as enterprise funds."

**Consequently, the RFF/BFF Must Either be "Taxes" or "Assessments:"** GASB 33<sup>1</sup> provides guidelines for accounting and financial reporting of "imposed non-exchange transactions." In order to

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<sup>11</sup> NRS 354.517.

<sup>12</sup> NRS 354.570.

<sup>13</sup> Washington State Auditor's Office, "GASB Statement 54 – Focusing on Special Revenue Funds," page 37, accessed 4-17-15 at <http://digitalarchives.wa.gov/WA.Media/do/BE1679E72F5484784D2834ACA64AE00E.pdf>.

<sup>14</sup> [https://www.yourtahoeplace.com/uploads/pdf-ivgid/2016CAFRReport\\_Revised\\_5\\_11\\_2017.pdf](https://www.yourtahoeplace.com/uploads/pdf-ivgid/2016CAFRReport_Revised_5_11_2017.pdf).

qualify for Special Revenue fund accounting, a substantial portion of the fund must be one or more of the following four classes of non-exchange transactions based on shared characteristics that affect the timing of recognition:

1. Derived tax revenues, which result from assessments imposed on exchange transactions (for example, income taxes, sales taxes, and other assessments on earnings or consumption);
2. Imposed non-exchange revenues, which result from assessments imposed on nongovernmental entities, including individuals, other than assessments on exchange transactions (for example, property taxes and fines);
3. Government-mandated non-exchange transactions, which occur when a government at one level provides resources to a government at another level and requires the recipient to use the resources for a specific purpose (for example, federal programs that state or local governments are mandated to perform); and,
4. Voluntary non-exchange transactions, which result from legislative or contractual agreements, other than exchanges, entered into willingly by the parties to the agreement (for example, certain grants and private donations).

Since the RFF/BFF represent involuntarily imposed non-exchange revenue against property, totaling twenty percent (20%) or more of the total revenue flow assigned to IVGID's special revenue funds, and it has reported the same to the DOT<sup>9</sup>, IVGID admits these fees represent revenue derived from either property taxes or assessments.

**The RFF/BFF Must be "Taxes:"** Because by definition NRS 318.197(1) instructs that the RFF/BFF *cannot* be assessments ["the board may fix, and from time to time increase or decrease...recreational facilit(y)...rates, tolls or charges **other than special assessments**"], they can only represent *taxes* against property.

**Since IVGID Staff Admit the RFF/BFF Represent "Imposed Non-Exchange" Revenue, in Essence They Admit the RFF/BFF are Taxes:** According to page 54 of the 2016 CAFR, at Note 17, IVGID states as follows: "The District provides recreation functions through two individual *special revenue funds*." Since GASB 33<sup>1</sup> states that in order to qualify for Special Revenue fund accounting, a substantial portion of the fund's revenues must come from non-exchange transactions, the RFF/BFF revenue IVGID assigns to its Community Services and Beach Special Revenue funds must be taxes.

**IVGID's General Manager Admits the RFF/BFF are Taxes:** Sometimes a "slip of the tongue" can reveal the truth. And here our esteemed GM has slipped. Agenda item G(5) for the Board's regular April 11, 2015 meeting<sup>9</sup> asks for approval to pay the County Treasurer \$33,177.81 in *delinquent taxes*<sup>15</sup> which were waived against three parcels conveyed by the County Treasurer to IVGID in 2014 pursuant to NRS 361.603(4). But in Mr. Pinkerton's memorandum in support of this action item, he describes how most of this sum (\$31,584) represents delinquent "fees" (i.e., RFFs/BFFs): "IVGID's

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<sup>15</sup> See page 211 of the 4/11/2018 Board packet.

recreation and beach fees comprise \$31,584 of the total due with the balance of \$1,593.81 owed to the respective taxing entities...Therefore, the net cost (to IVGID will)...be less than \$1,593.81."<sup>16</sup> So what are they Mr. Pinkerton? Taxes or fees? Or to you is there really any difference?

**IVGID's Auditor Admits the RFF/BFF are Taxes:** Testifying in support of IVGID's Special Revenue fund reporting, on December 16, 2015, Dan Carter, EideBaily Audit Engagement Partner, represented to the Board's Audit Committee that the RFF/BFF are taxes. According to Mr. Carter, the fact there's a restriction on their use means they "meet...the definition of...imposed non-exchange revenue."<sup>17</sup> On May 23, 2016, in a memo to the Chairman of the Audit Committee, Mr. Carter "clarified" his prior testimony<sup>17</sup>: "enterprise fund accounting is primarily used when exchange fees (for example, the fee to play a round of golf) support (enterprise)...fund(s)." Special revenue fund accounting on the other hand is used when "imposed non-exchange [fees {for example, property tax or other assessment(s)}]...result from assessments imposed by governments on individuals." Because the payor(s) of these fees receive *nothing* of value in return<sup>1</sup>, Mr. Carter testified that "**classification ...may be more appropriately accounted for in...Special Revenue Fund(s).**"

**Since Today's RFF/BFF Are No Different Than 1967's RFF, IVGID's Admissions Mean it Has Been Lying to Local Property Owners and the Public for Over Fifty (50) Years!** ¶4 of the first IVGID resolution which adopted the RFF (Resolution No. 419) describes this fee as an "annual charge..for the services of the lands and facilities of the community beaches...the furnishing of the services thereof... *the availability of the services thereof*, and...the standby of said lands and facilities and the services and operation thereof." How is this description any different than ¶11 of the preliminary Report for Collection...of Recreation Standby and Service Charges...for...Fiscal Year Ending June 30, 2019"<sup>18</sup> ("the following annual charges are for the availability of use of the recreational facilities...described") attached to today's proposed Resolution No. 1863<sup>19</sup>? If the RFF has been an involuntarily imposed non-exchange fee<sup>1</sup> since inception, does this not mean that IVGID is guilty of having impermissibly assessed and collected millions of dollars of taxes against property<sup>20</sup>?

**Only "Fees" Can be Collected on the Tax Roll Using the Procedure the Subject of This Agenda Item:** The subject agenda item proposes using "the provisions of NRS 318.201" to order collection of

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<sup>16</sup> See pages 212-13 of the 4/11/2018 Board packet.

<sup>17</sup> I have a written transcript of that testimony should it be deemed useful or of interest.

<sup>18</sup> See page 207 of the 4/11/2018 Board packet.

<sup>19</sup> See page 204 of the 4/11/2018 Board packet.

<sup>20</sup> NRS 361.445 declares that "the *only* basis for property taxation by any...district (shall be)...the assessment made by the county assessor and by the (DOT), as equalized according to law." Given the RFF/BFF are levied by IVGID and are uniform in amount, they are expressly prohibited. Moreover, Article 4, §20 of the Nevada Constitution prohibits the Legislature from "pass(ing) local or special laws in any of the following enumerated cases...for the assessment and collection of taxes for state, county, and township purposes."

fiscal year 2018-19's RFF/BFF on the county tax roll<sup>21</sup>. Given: NRS 318.197(1) states that "the board may fix...recreational facilit(y)...rates, tolls or charges other than special assessments, including... standby service charges, for...the availability of service;" according to IVGID staff the RFF/BFF are "annual charges are for the availability of use of...recreational facilities;" and NRS 318.201(1) states that "any board which has adopted *rates* pursuant to this chapter may, by resolution...elect to have such *charges* for the forthcoming fiscal year collected on the tax roll;" it seems clear NRS 318.201, et seq. is a procedure to collect "rates, tolls or charges" (i.e., fees) on the tax roll. It is not a procedure to collect "taxes."

**Because the RFF/BFF are Really Taxes "in Sheep's Clothing" (see discussion above), the Board Should Not Vote in Favor of a Collection Procedure Limited to the Collection of "Fees."**

**Only "Fees" Which Have Been Adopted Can be Collected on the Tax Roll Using the Procedure the Subject of This Agenda Item:** Given the subject agenda item proposes using "the provisions of NRS 318.201" to order collection of fiscal year 2018-19's RFF/BFF on the county tax roll<sup>21</sup>, "NRS 318.201(1) *only* permits charges "which *ha(ve been) adopted*...pursuant to this chapter" to be collected on the tax roll.

**Putting Aside the Fact the RFF/BFF are Really "Taxes" Rather Than "Fees," Because 2018-19's RFF/BFF Have Not as of Yet Been Adopted Pursuant to This Chapter, the Board Should Not Vote in Favor of Their Premature Collection:** The procedure for adopting rates, tolls and charges under NRS 318 is set forth at NRS 318.199(2): "whenever the board of trustees proposes to change any individual or joint rate, toll, charge, service or product, or any individual or joint practice which will affect any rate, toll, charge, service or product, the board of trustees shall hold public hearings after 30 days' notice." NRS 318.199(5) states that only "after public hearing...if...the board of trustees determines that the proposed action is required...shall...the board...adopt a resolution establishing the new or changed rates, tolls, charges, services to be performed or products to be furnished." Given no resolution has been adopted establishing a new 2018-19 RFF/BFF, the Board should not vote in favor of their premature collection.

**Only Parcels of Property Actually Receiving "Services" and "Facilities" Can Have Rates and Charges for Those Services and Facilities Involuntarily Collected on the Tax Roll Using the Procedure the Subject of This Agenda Item:** NRS 318.201(1) states that where "rates (have been) adopted... pursuant to this chapter...any board...shall cause a written report to be prepared...which shall contain a description of *each parcel of real property receiving such services and facilities* and the amount of the charge for each parcel for such year." NRS 318.201(5) states that "the secretary shall cause notice of the filing of the report and of a time and place of hearing thereon." NRS 318.201(9) states that "after the hearing, when the board has made a final decision on a service charge or fee to be collected on the county tax roll, the secretary shall prepare and file a final report, which shall contain a description of *each parcel receiving the services and the amount of the charge.*"

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<sup>21</sup> See pages 204-05 of the 4/11/2018 Board packet.

**Because IVGID Staff Propose Collecting the RFF/BFF Against Residential Dwelling Units Rather Than Just Parcels of Property, the Board Should Not Vote in Favor of Using the Procedure the Subject of This Agenda Item:** When the Board approves the Final "Report for Collection...of Recreation Standby and Service Charges...for...Fiscal Year Ending June 30, 2019" on May 23, 2018 at 6:00 P.M. or thereafter<sup>22</sup>, just like ¶II(A) of the subject Preliminary Report<sup>23</sup>, history demonstrates it will assess all residential dwelling units constructed on parcels of property<sup>24</sup>. Given IVGID staff propose assessing residential parcels of property with multiple dwelling differently than residential parcels of property with one or less dwelling units, the Board should not vote in favor of the subject proposed resolution.

There's another reason why the Board should not vote in favor of the subject proposed resolution and that is Article 4, §21 of the Nevada Constitution which declares that "in all cases... where a general law can be made applicable, *all laws shall be general and of uniform operation* throughout the State." Because here IVGID's own recreation policies are not uniform, the Board should not vote in favor of the subject proposed resolution.

**Putting Aside the Fact the RFF/BFF Provide Benefits to Persons Rather Than Those Parcels Which Are Assessed, the Parcels Assessed the BFF Do Not Receive Beach Access in Consideration of Their Payment:** IVGID staff perpetuate the myth that somehow the BFF pays for an owner with beach access' availability to use the beaches. This is wrong. The beach deed by which IVGID took title to the beaches grants each property within IVGID's 1968 boundaries, its owner(s), successor(s) and assign(s) an easement to access and use the beaches. Thus the availability to use is not conferred as a result of paying the BFF but rather, by way of easement.

Moreover, there are at least three reported judicial decisions (involving Crystal Bay residents Steve Kroll<sup>25</sup> and Frank Wright<sup>26</sup>) which declare the beaches to be private property. That being the case, NRS 318.015(2) prohibits IVGID from using "the provisions of (NRS) chapter (318)...to provide a method for financing the costs of (its) develop(ment)." Given NRS 318.201, et seq. is part of Chapter 318, it cannot be used to provide involuntary financing for the beaches.

**Because the Overwhelming Majority of Parcels of Property Assessed the RFF/BFF Do Not Receive IVGID's Recreational Services and Facilities, the Board Should Not Vote in Favor of Using the Procedure the Subject of This Agenda Item:** Listen to Gerry Eick's admission in his April 11, 2018

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<sup>22</sup> See page 204 of the 4/11/2018 Board packet.

<sup>23</sup> See page 207 of the 4/11/2018 Board packet.

<sup>24</sup> See ¶II(A) of the Report incorporated into Resolution 1860 at page 96 of the packet of materials prepared by staff in anticipation of the Board's regular May 24, 2017 meeting ["the 5/24/2018 Board packet" ([https://www.yourtahoepace.com/uploads/pdf-ivgid/BOT\\_Packet\\_Regular\\_5-24-17.pdf](https://www.yourtahoepace.com/uploads/pdf-ivgid/BOT_Packet_Regular_5-24-17.pdf))].

<sup>25</sup> *Kroll v. Incline Village General Improvement District*, 598 F.Supp.2d 1118 (2009).

<sup>26</sup> *Wright v. Incline Village General Improvement District*, 597 F.Supp.2d 1191 (2009), *Wright v. Incline Village General Improvement District*, 665 F.3d 1128 (9th Cir. 2011).

letter "message" addressed "to the Board of Trustees and Citizens of Incline Village and Crystal Bay"<sup>27</sup> with respect to "the tentative budget plan for...IVGID for fiscal year 2018-19"<sup>28</sup> where he answers the question "**What Privileges do Parcel Owners (i.e., people rather than property) get for paying... Facility Fees:**"

"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) [i.e., *people rather than property*] get...preferred pricing and/or preferred access to the District's major venues or programming...Punch Card Holder(s) [i.e., *people rather than property*] receive...the opportunity, at designated venues, to reduce their user fees from the rack rate to (the) Picture Passholder rate ...based on an allocated value assigned (by the Board) each June 1."

Thus rather than being a legitimate standby service charge levied for an assessed property's mere "availability to use" the public's recreational and beach facilities as well as the services offered thereat, the RFF/BFF represent nothing more than the forced pre-purchase<sup>29</sup> of up to five (5) membership, value, access cards similar to Costco or Sam's Club Cards offering "reduce(d)...user fees...at designated (recreation) venues from the rack rate to (the) Picture Passholder rate, *issued to people*."

Given the RFF/BFF pay for benefits to people rather than parcels of real property, the Board should not vote in favor of their collection against property on the tax roll.

**Conclusion:** For all of these reasons, and given staff represents the Board need not approve the subject item ("the Board can direct staff to revise, change, reduce or modify the" RFF/BFF<sup>30</sup>), the Board should not vote in favor of the subject agenda item.

**And You Wonder Why Our RFF and BFF Which Impermissibly Support This And Other Equally Colossal Wastes 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).

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<sup>27</sup> See pages 157-165 of the 4/11/2018 Board packet.

<sup>28</sup> See page 162 of the 4/11/2018 Board packet.

<sup>29</sup> Protestor says "pre-paid" because Article VIII, ¶169 of Ordinance No. 7 (see page 14 at [https://www.yourtahoepace.com/uploads/pdf-ivgid/rec\\_ordinance\\_7\\_1998.pdf](https://www.yourtahoepace.com/uploads/pdf-ivgid/rec_ordinance_7_1998.pdf)), "An Ordinance Establishing Rates, Rules and Regulations for Recreation Passes and Recreation Punch Cards by... IVGID," instructs that "*any* owner (may)...purchase (*an unlimited number* of) additional Recreation Passes or Recreation Punch Cards (simply)...by paying an additional fee equal to one-fifth of the current District Recreation Fee (i.e., 1/5 of \$830 = \$166) for each Pass or Card for the parcel in question." Because an unlimited number of resident picture passes and punch cards are readily available for purchase, the RFF/BFF really represent nothing more than *forced pre-payment* for up to five such passes and/or cards.

<sup>30</sup> See page 203 of the 4/11/2018 Board packet.

DATE	DAY OF THE WEEK	TIME	LOCATION	MEETING	ITEMS SLATED FOR CONSIDERATION
				MAY 2018	
05/09	Wednesday	6 p.m.	Chateau	Regular Board Meeting	<p>Synopsis on projects that IVGID is not the lead on and may languish unless we help the lead agency (Master Plan/Capital Plan Board Work Plan)</p> <p>On Call Crew Quarters Contract</p> <p>Presentation of final Strategic Plan for review and approval – includes 2018/2019 budget initiatives</p> <p>Review, discuss and possibly approve Memorandum of Understanding with Red, White and Tahoe Blue (tentative)</p> <p>Review, discuss and possibly approve Assumption and Transfer Agreement with Nevada Public Agency Pool</p>
05/23	Wednesday	6 p.m.	Chateau	Regular Board Meeting	<p>Award the CMAR Construction Contract for Diamond Peak Culvert</p> <p>Public Hearing on 2018-2019 Operating and Capital Improvement Program Budgets</p> <p>Public Hearing on Report for Collection of Recreation Standby and Service Charges for Fiscal 2018-2019</p> <p>Adopt 2018-2019 Operating Budget for filing with the Nevada Department of Taxation</p> <p>Adopt 2018-2019 Capital Improvement Project Budget</p> <p>Adopt Recreation Facility Fee</p> <p>Adopt Beach Facility Fee</p> <p>Adopt Central Services Cost Allocation</p> <p>Approve Report for Collection on the Washoe County Tax Roll of Recreation Standby and Service Charges</p> <p>General Manager's Written Status Report</p>

DATE	DAY OF THE WEEK	TIME	LOCATION	MEETING	ITEMS SLATED FOR CONSIDERATION
				JUNE 2018	
06/13	Wednesday	6 p.m.	Chateau	Regular Board Meeting	<p>Award Construction Contract for Incline Park</p> <p>General Manager's Written Status Report</p> <p>Beaches 101 Presentation - Provide a detailed agenda for review and approval and have the Board set a time (Ordinance 7 Board Work Plan Item)</p> <p>Presentation of 4 page draft Annual Budget Popular Report for review and discussion (Financial Reporting Board Work Plan)</p> <p>Discussion about second community forum on the District's Finances (Financial Reporting Board Work Plan)</p> <p>Possible 2017/2018 Budget Augmentation (<i>see 4/11/2018 Board meeting minutes</i>)</p> <p>Tentative distribution of Community Services Master Plan (Master Plan/Capital Plan Board Work Plan)</p> <p>Tentative discussion of Community Services Master Plan and set dates for public meetings/feedback to find out if it includes what the community wanted – summer/fall 2018 (Master Plan/Capital Plan Board Work Plan)</p> <p>Winter Wrap Up/Spring Preview – Waste Management/Solid Waste (Pomroy)</p>
				JULY 2018	
07/11	Wednesday	6 p.m.	Chateau		Beaches 101 Presentation
07/24	Tuesday	6 p.m.	Chateau	Regular Board Meeting	<p>Approve Indebtedness Report and related Debt Management Policy and related Five Year Capital Improvement Plan with Carryover Project List</p> <p>General Manager's Written Status Report</p>
				AUGUST 2018	
08/08	Wednesday	6 p.m.	Chateau	Regular Board Meeting	Review/issue District General Counsel RFP
08/29	Wednesday	6 p.m.	Chateau	Regular Board Meeting	<p>General Manager's Written Status Report</p> <p>General Manager's Annual Performance Evaluation</p>

DATE	DAY OF THE WEEK	TIME	LOCATION	MEETING	ITEMS SLATED FOR CONSIDERATION
				SEPTEMBER 2018	
09/12	Wednesday	6 p.m.	Chateau	Regular Board Meeting	
09/26	Wednesday	6 p.m.	Chateau	Regular Board Meeting	General Manager's Written Status Report
				OCTOBER 2018	
10/10	Wednesday	6 p.m.	Chateau	Regular Board Meeting	Board's Self-Evaluation
10/24	Wednesday	6 p.m.	Chateau	Regular Board Meeting	General Manager's Written Status Report Updated Popular Report for CIP (Financial Reporting Board Work Plan)
				NOVEMBER 2018	
11/14	Wednesday	6 p.m.	Chateau	Regular Board Meeting	General Manager's Written Status Report
				DECEMBER 2018	
12/12	Wednesday	6 p.m.	Chateau	Regular Board Meeting	General Manager's Written Status Report

*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*

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