

# NOTICE OF MEETING

The regular meeting of the Incline Village General Improvement District will be held starting at **6:00 p.m.** on **Wednesday, May 12, 2021** in the Boardroom at 893 Southwood Boulevard, Incline Village, Nevada.

In compliance with State of Nevada Executive Department, Declaration of Emergency Directives 006, 016, 018, 021, 026, and 029, this meeting is closed to the public and attendance is limited to members of the Board of Trustees and essential staff. Public comment is allowed and the public is welcome to make their public comment either via e-mail (please send your comments to [info@ivgid.org](mailto:info@ivgid.org) by 4:00 p.m. on Wednesday, May 12, 2021) or via telephone (the telephone number will be posted to our website on the day of the meeting).

- A. PLEDGE OF ALLEGIANCE\*
- B. ROLL CALL OF TRUSTEES\*
- C. INITIAL PUBLIC COMMENTS\* - *Unless otherwise determined, the time limit shall be three (3) minutes for each person wishing to make a public comment. Unless otherwise permitted by the Chair, no person shall be allowed to speak more than once on any single agenda item. Not to include comments on General Business items with scheduled public comment. The Board of Trustees may address matters brought up during public comment at the conclusion of the comment period but may not deliberate on any non-agendized item.*

D. APPROVAL OF AGENDA (*for possible action*)

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

**-OR-**

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

E. PUBLIC HEARING (*for possible action*) Reference: Nevada Revised Statutes 288.153

- 1. Review, discuss, and possibly approve the Memorandum of Understanding between and for Incline Village General Improvement District and the Operating Engineers Local Union No. 3, Supervisory Unit, July 1, 2020 through and including June 30, 2023 (Requesting Staff Member: District General Manager Indra Winquest) – **pages 4 - 27**
- 2. PUBLIC COMMENTS\* for the public hearing above - *time limit shall be three (3) minutes for each person wishing to make a public comment*

F. REVIEW OF THE LONG RANGE CALENDAR (*for possible action*) – **page 28**

G. DISTRICT GENERAL COUNSEL UPDATE (*for possible action*)

**There is no District General Counsel update for this agenda.**

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

- 1. Tri-Strategies Legislative Advocate Verbal Report – Eddie Ableser and/or Paul Klein – **pages 29 - 31**
- 2. General Manager Diamond Peak Ski Resort Mike Bandelin: End of 2020/2021 Ski Season Verbal Report – **pages 32 - 79**
- 3. Treasurers Report (*for possible action*)

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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 May 12, 2021 - Page 2

- A. Payment of Bills *(for possible action)* (For District payments exceeding \$10,000 or any item of capital expenditure, in the aggregate in any one transaction, a summary of payments made shall be presented to the Board at a public meeting for review. The Board hereby authorizes payment of any and all obligations aggregating less than \$10,000 provided they are budgeted and the expenditure is approved according to District signing authority policy) – **page 80**
- 4. a. Review and discuss the District financial results through March 31, 2021 (3rd Quarter of Fiscal Year 2020/2021) – **pages 81 - 110**
- b. Review and discuss the Popular Capital Improvements Plan Status Report through March 31, 2021 (3rd Quarter Fiscal Year 2020/2021) – **pages 111 - 114**

(Requesting Staff Member: Director of Finance Paul Navazio)

- I. CONSENT CALENDAR *(for possible action)* (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 budget, 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 containing all relevant information 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. A unanimous affirmative vote shall be recorded as a favorable motion and approval of each individual item included on the Consent Calendar.)

**There are no Consent Calendar items for this agenda.**

- J. GENERAL BUSINESS *(for possible action)*

- 1. Initial presentation: Effluent Export Pipeline and Pond Lining Projects (Requesting Staff Member: Director of Public Works Brad Underwood) – **pages 115 - 138**
- 2. Review, discuss, and possibly authorize or approve: **pages 139 - 399**
  - (A) Plans and specifications for the Recreation Center Upstairs Lobby Restrooms Remodel;
  - (B) Two contracts for the Recreation Center Upstairs Lobby Restrooms Remodel - 2020/2021 Capital Improvement Project: Fund: Community Services; Division: Water; Project 4884BD1902. Vendor: Avail Construction in the amount of \$159,832.40 **and** Ward-Young Architecture in the amount of \$20,487;
  - (C) An additional \$52,556 be authorized from the Community Services Fund Balance to increase the project budget; **and**
  - (D) Resolution Number 1885 authorizing a budget augmentation of \$52,556 from available resources within the Community Service Capital Fund (550) Fund Balance to augment the Recreation Center Restroom Remodel project budget

(Requesting Staff Member: Director of Public Works Brad Underwood)

- 3. Review, discuss, and possibly authorize or approve review plans and specifications for the Recreation Center Men's and Women's Locker Room Remodel (Requesting Staff Member: Director of Public Works Brad Underwood) – **pages 400 - 669**
- 4. Review, discuss and possibly authorize a Memorandum of Understanding for the Clean Tahoe Multi-Jurisdictional Program **and** review, discuss and possibly approve a Professional Services Agreement with Clean Tahoe, for the Clean Tahoe Multi-Jurisdictional Program (Requesting Staff Members: Director of Public Works Brad Underwood and Resource Conservationist Madonna Dunbar) – **pages 670 - 690**
- 5. Review, discuss and possibly authorize a quitclaim of Water Main to Grinberg Family Trust on APN: 126-231-05 for the purposes of improving operations of IVGID's Water Systems (Requesting Staff Member: Director of Public Works Brad Underwood) – **pages 691 - 694**

# NOTICE OF MEETING

Agenda for the Board Meeting of May 12, 2021 - Page 3

- 6. A. Review, discuss, and provide direction on potential options regarding modifying non-resident employees' and Gold/Silver Card holders' access to beaches (Requesting Staff Members: District General Manager Indra Winquest and District General Counsel Joshua Nelson) **and – pages 695 - 728**
- B. Review, discuss, and potentially approve emergency Resolution No. 1888 to temporarily restrict non-resident employees' and Gold/Silver Card holders' access to beaches through December 31, 2021 due to the COVID-19 pandemic (Requesting Trustees: Sara Schmitz and Matthew Dent) – **pages 729 - 730**
- 7. Review, discuss and possibly approve a method for handling Board correspondence (Requesting Trustee: Board of Trustees Chairman Tim Callicrate) – **pages 731 - 737**
- 8. Review, discuss and possibly provide input on the transition back to in-person Board of Trustees meetings – Governor Sisolak's lifting of Directive 006 (Requesting Staff Member: District General Manager Indra Winquest) – **pages 738 - 741**

K. REPORTS\* (*Reports are intended to inform the Board and/or public*)

**There are no Reports for this agenda.**

L. FINAL PUBLIC COMMENTS\* - Limited to a maximum of three (3) minutes in duration.

M. ADJOURNMENT (*for possible action*)

### CERTIFICATION OF POSTING OF THIS AGENDA

I hereby certify that on or before Friday, May 7, 2021 at 9:00 a.m., a copy of this agenda (IVGID Board of Trustees Session of May 12, 2021) 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
- 2. Incline Village
- 3. Crystal Bay Post
- 4. Raley's Shopping
- 5. Incline Village
- 6. IVGID's
- 7. The Chateau at Incline Village

**SUSPENDED – STATE OF NEVADA EXECUTIVE DEPARTMENT, DECLARATION OF EMERGENCY, DIRECTIVES 006, 016, 018, 021, 026, AND 029.**

- Vorderbruggen Building (Administrative Offices)
- Post Office
- Office Center
- Branch of Washoe County Library
- Recreation Center

/s/ **Susan A. Herron, CMC**  
Susan A. Herron, CMC  
District Clerk (e-mail: sah@ivgid.org/phone # 775-832-1207)

**Board of Trustees:** Tim Callicrate - Chairman, Matthew Dent, Sara Schmitz, Kendra Wong, and Michaela Tonking.

**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.yourtaohoeplace.com](http://www.yourtaohoeplace.com); go to "Board Meetings and Agendas". A hard copy of the complete agenda packet is also available at IVGID's Administrative Offices located at 893 Southwood Boulevard, Incline Village, Nevada, 89451.**

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

## MEMORANDUM

**TO:** Board of Trustees

**THROUGH:** Indra Winquest  
District General Manager

**FROM:** Brad. B. Underwood  
Director of Public Works

Madonna Dunbar  
Resource Conservationist

**SUBJECT:** Review, discuss and possibly authorize a Memorandum of Understanding for the Clean Tahoe Multi-Jurisdictional Program **and** review, discuss and possibly approve a Professional Services Agreement with Clean Tahoe, for the Clean Tahoe Multi-Jurisdictional Program.

**STRATEGIC PLAN:** Long Range Principle 1 – Resources and Environment

**DATE:** May 6, 2021

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### **I. RECOMMENDATION**

That the Board of Trustees makes a motion to authorize a Memorandum of Understanding (MOU) for the Clean Tahoe Multi-Jurisdictional Program with participating agencies, **and** execute a Professional Services Agreement in the amount of \$40,000 with Clean Tahoe Program, for the “Clean Tahoe Multi-Jurisdictional Program” (a pilot project for solid waste mitigation services along Tahoe’s north shore).

Authorize Staff to execute the MOU **and** Professional Services Agreement after review by the District’s Legal Counsel as to form.

The scope of work is specific to IVGID’s solid waste field response and enforcement duties for Solid Waste Ordinance 1 violations. This work was formerly fulfilled by the Public Work’s solid waste technician, a position which has been unfilled for more than 15 months. Other regional jurisdictions are submitting separate scopes as a partnership to address litter abatement, illegal dumping and other regional trash concerns.

## **II. DISTRICT LONG RANGE PRINCIPLES**

Long Range Principle #1 – Resources and Environment – The District will initiate and maintain effective practices for environmental sustainability for a healthy environment, a strong community and a lasting legacy.

- Review and upgrade District policies and practices to encourage or require waste reduction, recycling and environmental preferred purchasing.
- Develop sustainability measures, goals, and metrics to create and or maintain a sustainable District.
- Provide the community with environmental education and technical services on watershed protection, water conservation, pollution prevention, recycling and waste reduction.

## **III. BACKGROUND**

### **Zero Tolerance and Solid Waste Ordinance 1 History:**

In August 2017, the IVGID Board of Trustees directed Staff to begin ‘zero tolerance’ enforcement of Solid Waste Ordinance 1. Between August 2017 and January 2020, solid waste enforcement was staffed by a 30-40 hour-per-week, benefitted Solid Waste Technician, working under the Resource Conservationist (RC). The Solid Waste Technician would identify issues in the field and work with the customer from discovery of the problem to final resolution, and also worked with customers on enclosure compliance, provided educational outreach to new residents and visitors, and worked directly with property managers and Waste Management. Fines were minimal with this level of customer contact.

Appeals of fines went to the Director of Public Works for review and following explicit Ordinance guidance were, in most cases, denied. Secondary appeal could be made to a Board of Trustees subcommittee for final determination.

In January 2020, with the resignation of the Solid Waste Technician, the position was eliminated by the Director of Public Works, in the belief that the essential Ordinance 1 outreach the Solid Waste Technician was performing could be absorbed by Public Works Administrative staff. In the ensuing months, it has become very clear that these tasks are not being completed effectively. Each case requires time to provide thoughtful customer service, education and follow-up, while continuing to maintain the original priorities and workload of the Public Works Administrative offices.

Through the February to July 2020 period, no fines were issued due to the COVID-19 shutdown. In August 2020, the violation fining structure was reactivated by the Director of Public Works, and fines have been issued on all Ordinance 1 violations.

The well-intended idea of moving this process to a desktop exercise, with little to no field presence, has resulted in repeat violations. Many properties have accrued significant fines, and the Resource Conservationist and Administrative staff have become overwhelmed with the paperwork process.

Our ultimate goal is for customers to maintain proper service levels and secure trash containment.

The District has an opportunity to participate in a potential solution to this issue. An informal regional working group of land managers, environmental organizations and regulatory agencies has been formed to address the increasing concerns of litter, garbage and environmental impacts of improper trash management. This group has organized to replicate the long-established and very well received trash mitigation and enforcement services provided by Clean Tahoe for the South Lake Tahoe region, bringing those services to Tahoe's west, north and east shores, and Truckee. These efforts are scheduled for implementation for Fiscal Year 2021-22.

Project partners for the Clean Tahoe Multi-Jurisdictional Program are:

- Clean Tahoe Program ("Clean Tahoe"), a California nonprofit corporation
- Placer County ("Placer"), a political subdivision of the State of California
- Town of Truckee ("Truckee"), a political subdivision of the State of California
- Incline Village General Improvement District ("IVGID"), a political subdivision of the State of Nevada
- Washoe County ("Washoe"), a political subdivision of the State of Nevada
- Nevada Department of Transportation ("NDOT") an agency of the State of Nevada
- California State Parks ("Parks"), an agency of the State of California
- California Tahoe Conservancy ("CTC"), an agency of the State of California

Each partner is submitting separate scopes and contracts to address their own litter abatement, illegal dumping and other trash concerns in this overall regional effort. This is a pilot program for one year, with the intent to continue on a 3 to 5-year renewal program based on performance. So if the pilot program is successful, Public Works staff will return to the Board of Trustees next year for approval of a multi-year contract.

The proposed inter-agency MOU and Professional Services Agreement are included with this memo as Attachments 1 and 2.

### **The Project:**

In order to maintain service levels on solid waste enforcement, IVGID would contract with Clean Tahoe's response team for field and administrative response regarding code compliance for Solid Waste Ordinance 1. These services are currently offered in the South Tahoe Region, with Clean Tahoe conducting field work and referral as appropriate to the applicable regulating agencies.

IVGID's service scope has been specifically tailored for duties conducted by the former Solid Waste Technician, and includes office support for 'one stop call,' multiple customer contacts. violation documentation, 3 site visits per client and initial paperwork processing. Details are included in the Scope of Work included as Attachment A of the Professional Services Agreement.

### **Project Fiscal Summary:**

It is anticipated that the work to be performed for IVGID will amount to approximately 530 hours per year (an average of 10 hours/week) of on-call response at an estimated \$75/hour (inclusive of all Staff and equipment needs), for a total of \$40,000.

The Clean Tahoe Multi-Jurisdictional Program 2021-2022 has an overall partner budget estimated at \$350,000.

## **IV. BID RESULTS**

Not applicable.

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

\$40,000 is proposed within the FY 21-22 Operating Budget for 200-27-380-7330, Public Works Solid Waste Contractual Services.

## **VI. ALTERNATIVES**

Not approve the MOU and Professional Services Agreement which will result in not achieving Public Works enforcement and outreach goals within the community.

Review, discuss and possibly authorize a Memorandum of Understanding for the Clean Tahoe Multi-Jurisdictional Program and review, discuss and possibly approve a Professional Services Agreement with Clean Tahoe, for the Clean Tahoe Multi-Jurisdictional Program

-5-

May 6, 2021

## **VII. COMMENTS**

None at this time.

## **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.

### Attachments:

Attachment 1, Clean Tahoe Multi-Jurisdictional Program Memorandum of Understanding FY 2021-2022

Attachment 2, Agreement between IVGID and Clean Tahoe, Inc.

Attachment 3, FY 21-22 Clean Tahoe Program North Shore Expansion Service Rate



## ATTACHMENT 1

### CLEAN TAHOE MULTI-JURISDICTIONAL PROGRAM MEMORANDUM OF UNDERSTANDING FY 2021-2022

This memorandum of understanding commemorates the various agreements and commitments between the following parties in support of the Clean Tahoe Multi-Jurisdictional Program:

- Clean Tahoe Program (“Clean Tahoe”), a California nonprofit corporation;
- Placer County (“Placer”), a political subdivision of the State of California;
- Town of Truckee (“Truckee”), a political subdivision of the State of California;
- Incline Village General Improvement District (“IVGID”), a political subdivision of the State of Nevada;
- Washoe County (“Washoe”), a political subdivision of the State of Nevada; and
- Nevada Department of Transportation (“NDOT”) an agency of the State of Nevada.
- California State Parks (“Parks”), an agency of the State of California.
- California Tahoe Conservancy (“CTC”), an agency of the State of California.

Placer, Truckee, IVGID, Washoe, NDOT, Parks, and CTC are collectively referred to herein as the “Funding Partners.” Clean Tahoe and Funding Partners are collectively referred to herein as the “Parties.”

#### RECITALS

**WHEREAS**, Clean Tahoe is a nonprofit corporation, whose mission includes fostering public-private partnerships and resources for supporting litter and garbage management services in the Lake Tahoe Basin and surrounding areas; and

**WHEREAS**, all Funding Partners wish to enhance litter and garbage abatement and reduce the negative effects of such litter and garbage in their respective communities; and

**WHEREAS**, all Funding Partners recognize the advantage of a joint and coordinated effort to address litter and garbage abatement and recognize Clean Tahoe’s success in providing these services in the South Lake Tahoe area; and

**WHEREAS**, each Funding Partner has a separate Agreement with Clean Tahoe for litter abatement and garbage services, each with specific services, terms, conditions, and compensation schedule; and

**WHEREAS**, this Memorandum of Understanding (“MOU”) summarizes the various commitments of the Funding Partners and is not meant as a standalone agreement related to those services and funding, but rather as a commitment to the coordinated program and summary of the Funding Partners’ individual commitments. As such, the funding partners may make changes to their service levels and funding amounts in their respective jurisdictions without need to amend this MOU. Any changes to a Funding Partner Agreement will need to be mutually agreed upon between the Funding Partner and Clean Tahoe.

#### CLEAN TAHOE MULTI-JURISDICTIONAL PROGRAM

##### I. PLACER COUNTY

Placer agrees to provide funding in the amount of **\$150,000** for FY 2021-22 payable and due to Clean Tahoe as follows:

Date due:	6/1/21	9/1/21	12/1/21	3/1/22
Amount:	\$37,500	\$37,500	\$37,500	\$37,500

**ATTACHMENT 1**

**CLEAN TAHOE MULTI-JURISDICTIONAL PROGRAM  
MEMORANDUM OF UNDERSTANDING  
FY 2021-2022**

**II. TOWN OF TRUCKEE**

The Town of Truckee agrees to provide Truckee funds in the amount of **\$40,000** for FY 2021-22 payable and due to Clean Tahoe as follows:

Date due:	7/30/21	10/1/21	1/1/22	4/1/22
Amount:	\$10,000	\$10,000	\$10,000	\$10,000

**III. INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**

IVGID agrees to provide IVGID funds in the amount of **\$40,000** for FY 2021-22 payable and due to Clean Tahoe as follows:

Date due:	7/30/21	10/1/21	1/1/22	4/1/22
Amount:	\$10,000	\$10,000	\$10,000	\$10,000

**IV. WASHOE COUNTY**

Washoe County agrees to provide Washoe funds in the amount of **\$40,000** for FY 2021-22 payable and due to Clean Tahoe as follows:

Date due:	7/30/21	10/1/21	1/1/22	4/1/22
Amount:	\$10,000	\$10,000	\$10,000	\$10,000

**V. NEVADA DEPARTMENT OF TRANSPORTATION**

NDOT agrees to provide NDOT funds in the amount of \$XXXX for FY 2021-22 payable and due to Clean Tahoe as follows:

Date due:	7/30/21	10/1/21	1/1/22	4/1/22
Amount:				

**VI. PARKS**

California State Parks agrees to provide Parks funds in the amount of \$XXXX for FY 2021-22 payable and due to Clean Tahoe as follows:

Date due:	7/30/21	10/1/21	1/1/22	4/1/22
Amount:				

**I. CTC**

California Tahoe Conservancy agrees to provide CTC funds in the amount of \$XXXX for FY 2021-22 payable and due to Clean Tahoe as follows:

Date due:	7/30/21	10/1/21	1/1/22	4/1/22
Amount:				

ATTACHMENT 1

CLEAN TAHOE MULTI-JURISDICTIONAL PROGRAM  
MEMORANDUM OF UNDERSTANDING  
FY 2021-2022

In recognition of this joint commitment, the Parties to this Agreement sign below.

\_\_\_\_\_  
[NAME]  
On behalf of the Clean Tahoe Program

\_\_\_\_\_  
Date

\_\_\_\_\_  
[NAME]  
On behalf of the County of Placer

\_\_\_\_\_  
Date

\_\_\_\_\_  
[NAME]  
On behalf of the Town of Truckee

\_\_\_\_\_  
Date

\_\_\_\_\_  
[NAME]  
On behalf of the Incline Village General Improvement District

\_\_\_\_\_  
Date

\_\_\_\_\_  
[NAME]  
On behalf of the County of Washoe

\_\_\_\_\_  
Date

\_\_\_\_\_  
[NAME]  
On behalf of the Nevada Department of Transportation

\_\_\_\_\_  
Date

\_\_\_\_\_  
[NAME]  
On behalf of California State Parks

\_\_\_\_\_  
Date

\_\_\_\_\_  
[NAME]  
On behalf of the California Tahoe Conservancy

\_\_\_\_\_  
Date

**ATTACHMENT 2**  
**SHORT FORM AGREEMENT BETWEEN INCLINE VILLAGE GENERAL  
IMPROVEMENT DISTRICT AND CLEAN TAHOE, INC. for PROFESSIONAL  
SERVICES**

This Agreement is made as of date between **INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT (IVGID)**, hereinafter referred to as "Owner," and Clean Tahoe Program, a California corporation, hereinafter referred to as "Consultant" or "Clean Tahoe." Owner intends to complete the Project(s) as described in Attachment A, Consultant's Scope of Work and Proposed Work Schedule, and as amended from time to time, hereinafter referred to as the "Project."

**1.0 BASIC SERVICES**

The Consultant shall perform the following tasks and additional services as may be included from time to time by Additional Services Addendums (ASAs) to this Agreement in accordance with Paragraph 4.2, Additional Services:

The Services are as more particularly described in Attachment A, consisting of providing contract field enforcement of IVGID's Solid Waste Ordinance No. 1. Clean Tahoe shall provide services to the communities of Incline Village and Crystal Bay in Washoe County, Nevada. Clean Tahoe shall provide an average of 10 hours of services per week.

All documentation, drawings, reports and invoices submitted for this Project shall include IVGID Purchase Order Number.

**2.0 OWNER'S RESPONSIBILITIES**

Owner shall do the following in a timely manner so as not to delay the services of Consultant:

**2.1** Designate in writing a person to act as Owner's representative with respect to services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Owner's policies and decisions with respect to Consultant's services for the Project.

**2.2** Assist Consultant by placing at Consultant's disposal existing data, plans, reports and other information known to, in possession of, or under control of Owner which are relevant to the execution of Consultant's duties on the Project. Also, provide all criteria and full information as to Owner's requirements for the Project, including design criteria, objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

**ATTACHMENT 2**  
**SHORT FORM AGREEMENT BETWEEN INCLINE VILLAGE GENERAL  
IMPROVEMENT DISTRICT AND CLEAN TAHOE, INC. for PROFESSIONAL  
SERVICES**

**3.0 PERIODS OF SERVICE**

**3.1 General.** The provisions of Section 3 and the various rates of compensation for Consultant's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Services contained herein. Consultant's obligation to render services hereunder will extend for a period which may reasonably be required for the performance of Consultant's Services and required extensions thereto.

The Project timeframe is July 1, 2021- June 30, 2022.

**3.2** Consultant agrees to exercise diligence in the performance of its Services consistent with the agreed upon schedule, which is based upon an anticipated completion date of no later than 6/30/2022, subject, however, to the exercise of the generally accepted standard of care for performance of Services.

**4.0 PAYMENT TO CONSULTANT**

**4.1 Methods of Payment for Services and Expenses of Consultant**

**4.1.1 Compensation Terms Defined**

"Reimbursable Expenses" shall mean the actual expenses incurred directly or indirectly in connection with the Project, including, but not limited to subconsultants or subconsultant costs, transportation and subsistence incidental thereto, obtaining bids or proposals from Consultant(s), toll telephone calls, express mail and telegrams, reproduction of Reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Section 1. In addition, Reimbursable Expenses will also include expenses incurred for main frame computer time and other highly specialized equipment, including photographic production.

**4.1.2 Basis and Amount of Compensation for Basic Services.** Compensation shall be as indicated in Attachment A, with a total amount of **Forty Thousand Dollars (\$40,000.00)**, to be billed as indicated in Attachment A. In no event shall compensation for any Activity identified in Attachment A

**ATTACHMENT 2**  
**SHORT FORM AGREEMENT BETWEEN INCLINE VILLAGE GENERAL  
IMPROVEMENT DISTRICT AND CLEAN TAHOE, INC. for PROFESSIONAL  
SERVICES**

exceed the amount set forth in the attachment. This not to exceed amount shall include Reimbursable Expenses, and Consultant shall not request or receive any additional payments for such expenses.

**4.2 Basis and Amount of Compensation for Additional Services**

Compensation for Additional Services shall be on the basis agreed upon at the time of request for Additional Services. The estimated amount of Additional Services will be determined at the time the Additional Services are requested.

**4.3 Intervals of Payments**

Payments to Consultant for all Services rendered and shall be made quarterly by Owner. Consultant's invoices will be submitted once every quarter and will be based upon total Services completed at the time of billing. Payment schedule is outlined in Attachment A. Owner shall make prompt payments in response to Consultant's invoices. Invoices shall be sent to [invoices@ivgid.org](mailto:invoices@ivgid.org) with a copy sent to [RLR@ivgid.org](mailto:RLR@ivgid.org).

**4.4 Other Provisions Concerning Payments**

- 4.4.1** If Owner fails to make any payment due Consultant for Services within 30 days after receipt of Consultant's statement, the amounts due Consultant will be increased at the rate of one percent (1%) per month from date of Owner's receipt of invoice.
- 4.4.2** If the Project is suspended or abandoned in whole or in part for more than 90 days, Consultant shall be compensated for all Services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due.
- 4.4.3** If any items in any invoices submitted by Consultant are disputed by Owner for any reason, including the lack of supporting documentation, Owner may temporarily delete the disputed item and pay the remaining amount of the invoice. Owner shall promptly notify Consultant of the dispute and request clarification and/or remedial action. After any dispute has been settled, Consultant shall include the disputed item on a subsequent regularly scheduled invoice or on a special invoice.

**ATTACHMENT 2**  
**SHORT FORM AGREEMENT BETWEEN INCLINE VILLAGE GENERAL**  
**IMPROVEMENT DISTRICT AND CLEAN TAHOE, INC. for PROFESSIONAL**  
**SERVICES**

**5.0 GENERAL CONSIDERATIONS**

**5.1 Termination**

**5.1.1** This Agreement may be terminated in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. However, no termination for default may be initiated unless the other party is given a ten (10) calendar day cure period after written notice (delivery by certified mail, return receipt requested) of intent to terminate.

**5.1.2** This Agreement may be terminated in writing (delivered by certified mail, return receipt requested) by Owner for its convenience.

**5.1.3** Upon any termination, Consultant shall (1) promptly discontinue all Services affected (unless a termination notice from Owner directs otherwise); and (2) deliver or otherwise make available to Owner upon full payment for Services rendered to the date of termination, all documents, data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by Consultant in performing this Agreement, whether such materials are completed or in process. All payments due Consultant at termination shall be made by Owner.

**5.2 Ownership of Documents**

The original documents, plans, electronic files, studies or reports prepared under this Agreement, for which the Owner pays compensation to the Consultant, except for working notes and internal documents, shall become and remain the property of the Owner, and upon payment of said compensation, shall be surrendered to the Owner upon the completion of the Work under this Agreement or on the completion of specific phases of the Work, if requested by the Owner. All deliverables in Attachment A shall be provided to Owner regardless of whether requested by Owner. The Consultant may retain copies of said work in their files, but such work shall not be released to any other party or reused by the Consultant without the express written consent of the Owner. Reuse of any of these drawings, specifications or other work products of the Consultant by the Owner for other than the specific project covered in this Agreement without the written permission of the Consultant shall be at the Owner's risk, provided that the

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SERVICES**

Consultant shall not be liable for any claims or damages arising out of such unauthorized reuse by the Owner or by other's actions through the Owner.

**5.3 Insurance**

**5.3.1 Commercial Insurance:** Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her agents, representatives, employees, or subcontractors. Contractor shall purchase General Liability, Auto Liability, Workers' Compensation, and Professional Liability Insurance (if applicable) coverage as required. Contractor shall have a Certificate of Insurance issued to the INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT naming it as additional insured, indicating coverage types, amounts and duration of the policy. All certificates shall provide for a minimum written notice of thirty (30) days to be provided to District in the event of material change, termination or non-renewal by either Contractor or carrier.

**5.3.2 General Liability:** Contractor shall purchase General Liability including appropriate Auto Liability with a \$1,000,000 combined single limit per occurrence, for bodily injury, personal injury and property damage.

**5.3.3 Workman's Compensation:** It is understood and agreed that there shall be no Industrial Insurance coverage provided for the Contractor or any Subcontractor by the District; and in view of NRS 616.280 and 617.210 requiring that Contractor comply with the provisions of Chapters 616 and 617 of NRS, Contractor shall, before commencing work under the provisions of this Agreement, furnish to the District a Certificate of Insurance from an admitted insurance company in the State of Nevada.

**5.4 Controlling Law**

This Agreement is to be governed by and construed in accordance with the Laws of the State of Nevada. Consultant hereby submits to the jurisdiction of the courts of the State of Nevada.

**5.5 Successors and Assigns**



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**5.5.1** The parties hereby bind their respective partners, successors, executors, administrators, legal representatives, and, to the extent permitted by Paragraph 5.5.2, their assigns, to the terms, conditions, and covenants of this Agreement.

**5.5.2** Neither Owner nor Consultant shall assign, sublet, or transfer any rights under or interest in this Agreement (including, but without limitation, monies that may become due or monies that are due) without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law.

Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent professional associates, subconsultants, and consultants as Consultant may deem appropriate to assist in the performance of Services.

**5.5.3** Except as may be expressly stated otherwise in this Agreement, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Owner and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Consultant and not for the benefit of any other party.

**5.6 Dispute Resolution**

This Agreement to engage in alternate dispute resolution (“ADR”) pursuant to NRS 338.150 and any other Agreement or consent to engage in ADR entered into in accordance herewith as provided in this Section 5.6 will be specifically enforceable under the prevailing Nevada law in the Second Judicial District Court of the State of Nevada in and for the County of Washoe. Any dispute arising under this contract will be sent to mediation. Any mediation shall occur in Incline Village, Washoe County, Nevada. The mediation shall be conducted through the American Arbitration Association (AAA) and be governed by the AAA’s Mediation Procedures.

The mediator is authorized to conduct separate or ex parte meetings and other communications with the parties and/or their representatives, before, during and after any scheduled mediation conference. Such

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communications may be conducted via telephone, in writing, via email, online, in person or otherwise.

Owner and Consultant are encouraged to exchange all documents pertinent to the relief requested. The mediator may request the exchange of memorandum on all pertinent issues. The mediator does not have the authority to impose a settlement on the parties but such mediator will attempt to help Owner and Consultant reach a satisfactory resolution of their dispute. Subject to the discretion of the mediator, the mediator may make oral or written recommendations for settlement to a party privately, or if the parties agree, to all parties jointly.

Owner and Consultant shall participate in the mediation process in good faith. The mediation process shall be concluded within sixty (60) days of a mediator being assigned.

In the event of a complete settlement of all or some issues in dispute is not achieved within the scheduled mediation session(s), the mediator may continue to communicate with the parties, for a period of time, in an ongoing effort to facilitate a complete settlement. Any settlement agreed upon during mediation shall become binding if within thirty (30) days after the date that any settlement agreement is signed, either the Owner or Consultant fails to object or withdraw from the agreement. If mediation shall be unsuccessful, either Owner or Consultant may then initiate judicial proceedings by filing suit. Owner and Consultant will share the cost of mediation equally unless agreed otherwise.

**5.7 Equal Employment and Non-Discrimination**

In connection with the Services under this Agreement, Consultant agrees to comply with the applicable provisions of State and Federal Equal Opportunity statutes and regulations.

**5.8 Indemnification and Legal Fees**

**5.8.1** Consultant agrees to defend, indemnify and hold harmless the public body, and the employees, officers and agents of Owner from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by

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the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant or the employees or agents of Consultant in the breach of performance of the contract. If the insurer by which the Consultant is insured against professional liability does not so defend Owner and the employees, officers and agents of Owner and the Consultant is adjudicated to be liable by a trier of fact, the trier of fact shall award reasonable attorney's fees and costs to be paid to Owner by the Consultant in an amount which is proportionate to the liability of the design Consultant. As used in this section, "agents" means those persons who are directly involved in and acting on behalf of Owner or Consultant, as applicable, in furtherance of the contract or the public work to which the contract pertains.

- 5.8.2** As respects all acts or omissions which do not arise directly out of the performance of professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, Consultant agrees to indemnify, defend (at Owner's option), and hold harmless Owner, its officers, agents, employees, and volunteers from and against any and all claims, demands, defense costs, or liability arising out of any acts or omissions of Consultant (or Sub-contractor, if any) while acting under the terms of this Agreement; excepting those which arise out of the negligence, errors, omissions, recklessness or intentional misconduct of the employees, officers or agents of Owner.
- 5.8.3** The obligations of each indemnifying party hereunder shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section. The indemnification shall not be diminished or limited in any way to the total limits of insurance required in this contract or otherwise available to the indemnifying party. If the liability is asserted by an employee of an indemnifying party, the indemnification herein is not limited to damages, compensation or benefits payable by or for the indemnifying party under worker's compensation acts, disability benefit acts or other employee benefit acts. Each indemnifying party shall be permitted to participate, if it chooses, in the defense of any action claiming liability, even if the indemnified party is indemnified hereunder. Either party may set off any of its rights under this subsection against any consideration it provides under this agreement. The obligations to indemnify and save harmless herein survive the expiration or termination of this Agreement.

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**5.8.4** The prevailing party in any litigation between Owner and Consultant regarding this Agreement shall be entitled to recover its reasonable attorneys' fees and costs. The hourly rate for such fees shall not exceed the rate paid by Owner.

**5.9 Changes and Modifications**

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless approved by both parties in a written amendment to this Agreement. Such amendment shall be authorized and signed in the same manner as this Agreement.

**5.10 Licenses**

Consultant shall have a Washoe County business license, and all appropriate Consultant's licenses and certifications for the services to be performed.

**5.11 Severability**

In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.

**5.12 Waiver**

One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

**5.13 Extent of Agreement**

This Agreement, including all Attachments, and any and all amendments, modifications, and supplements duly executed by the parties in accordance with this Agreement, govern and supersede any and all inconsistent or contradictory terms, prior oral or written representations or understandings, conditions, or provisions set forth in any purchase orders, requisition, request for proposal, authorization of services, notice to proceed, or other form or document issued by Owner with respect to the Project or Consultant's services.

**ATTACHMENT 2  
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SERVICES**

IN WITNESS WHEREOF, the parties hereto have set their hands the day and date of the year first set forth above.

**OWNER:**  
**INCLINE VILLAGE G. I. D.**  
**Agreed to:**

**CONTRACTOR:**  
**CLEAN TAHOE PROGRAM**  
**Agreed to:**

By: \_\_\_\_\_  
Brad B. Underwood, P. E.  
Director of Public Works

By: \_\_\_\_\_  
*Signature of Authorized Agent*  
\_\_\_\_\_  
*Print or Type Name and Title*

\_\_\_\_\_  
*Date*  
**Reviewed as to Form:**

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
Joshua Nelson  
District General Counsel

If Contractor is a corporation, attach evidence of authority to sign.

\_\_\_\_\_  
*Date*  
Owner's address for giving notice:  
**INCLINE VILLAGE G. I. D.**  
893 Southwood Boulevard  
Incline Village, Nevada 89451  
775-832-1267- Engineering Div.  
Phone

Contractor's address for giving notice:  
**CLEAN TAHOE PROGRAM**  
Attn: Katie Sheenan, Executive Director  
2074 Lake Tahoe Blvd., Suite 6  
South Lake Tahoe, California 95610

**Clean Tahoe shall serve the Incline Village General Improvement District portion of the Tahoe Basin by providing the following services:**

**Scope of Work/Project Description**

Clean Tahoe will provide Incline Village General Improvement District (IVGID) with contract field customer service and code enforcement in support of IVGID's Solid Waste Ordinance No. 1. The proposed services are specifically for the communities of Incline Village and Crystal Bay in Washoe County, Nevada. Clean Tahoe shall provide an average of 10 hours of services per week to the District.

**1. Scope of Services**

Clean Tahoe shall serve IVGID by providing the following services:

**Task 1**

- A. Maintain centralized trash reporting phone and email portals.
- B. Through the Clean Tahoe phone and email report portals, respond to District residents' requests of trash spills and Ordinance 1 violations. Clean up the spill and/or contact property owners to clean up the spill. Clean Tahoe shall respond to resident requests within 24 hours.
- C. At least weekly, Clean Tahoe shall review and response to snapshot violation reports from the Owner's solid waste service provider.
- D. Document all trash issues, issue/post courtesy notices and zero tolerance specification sheets to property owners where Ordinance 1 violations are found. Properties will be re-inspected within 10 days. If the problem still exists after 20 days, Clean Tahoe will refer the property to IVGID Public Works.
- E. Copies of such notices shall be provided to IVGID Public Works staff.
- F. Maintain logs of on-call responses, inspections, and violations in Excel database and electronic records, including scans, photos, and spreadsheets. Provide such logs to Owner without charge upon request.

**Task 2**

- A. At least weekly, visually inspect town centers and neighborhoods identified by Owner or Consultant as "hot spots" to inspect solid waste containers for compliance with District Solid Waste Ordinance No. 1. Conduct random and requested site inspections of commercial equipment; inspect solid waste containers for functional operation.
- B. Clean Tahoe will notify the Owner's solid waste service provider and IVGID of any problems, damage, malfunctions, or necessary repairs for solid waste containers.

**Task 3**

- A. Coordinates with IVGID Public Works to provide in-field solid waste education of IVGID Public Work's Bear Smart program in the community.
- B. Provide one presentation to IVGID Board on the progress of Consultant's Services.

**2. Deliverables**

The following are the deliverables for each respective task:

- Monthly, quarterly and annual status reports on Tasks 1- 3.
- Critical site issues identified in Tasks 1- 3 will be referred to IVGID Public Works ASAP.
- Task 4 as needed.

**3. Payments**

An itemized invoice and cost report will be required as proper documentation and verification that Clean Tahoe, Inc., has satisfactorily completed the work for which compensation is sought.

Invoices shall be issued four times per year for services performed for the prior three (3) months. Invoices will be submitted according to the following schedule:

- The invoice for the period of July through September is due by October 31st.
- The invoice for the period October through December is due by January 31st of the following year.
- The invoice for the period of January through March shall be due by April 30th
- The invoice for April through June is due by July 31st.

Invoices shall be accompanied by a cost report detailing the accomplishment of the activities and outcomes described in the Scope of Services. The cost report shall be submitted to the IVGID Contract Administrator within thirty (30) days of the end of the time period covered by the corresponding invoice. Invoices will not be paid until IVGID has received the cost report for the same period. Cost reports should be supported by time accounting records, records of service calls, records of customer interactions, and other documentation of activities at Clean Tahoe offices.

A cost report summarizing the full prior fiscal year of activities shall accompany the invoice for the period of April through June.

Invoices shall be emailed to [AP@ivgid.org](mailto:AP@ivgid.org) with a copy to [RLR@ivgid.org](mailto:RLR@ivgid.org) .

## ATTACHMENT 3



5/4/2021

### FY 21-22 Clean Tahoe Program North Shore Expansion Service Rate

Solid Waste Code Enforcement is \$75/hour; inclusive of staff, equipment and administration. IVGID Public Works will provide Clean Tahoe with dumpster access at the Public Works site for disposal needs related to IVGID code enforcement work.

Katie Sheehan, Executive Director

Clean Tahoe Program

2074 Lake Tahoe Blvd. #6

South Lake Tahoe, CA 96150

530-544-4210

*2074 Lake Tahoe Boulevard, Suite #6 – South Lake Tahoe, CA 96150  
phone: 530-544-4210 fax: 530-544-5710 website: [www.clean-tahoe.org](http://www.clean-tahoe.org)*



## MEMORANDUM

**TO:** Board of Trustees

**THROUGH:** Indra Winquest  
District General Manager

**FROM:** Brad Underwood, P.E.  
Director of Public Works

**SUBJECT:** Review, discuss and possibly authorize a quitclaim of Water Main to Grinberg Family Trust on APN: 126-231-05 for the purposes of improving operations of IVGID's Water Systems

**DATE:** May 6, 2021

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### **I. RECOMMENDATION**

Staff recommends that the Board of Trustees:

1. Approve Quitclaim of Water Main to Grinberg Family Trust on the Trust's property (APN: 126-231-05) in exchange for ONE-DOLLAR (\$1) for the Purposes of Improving Operations of IVGID's Water Systems.
2. Authorize Staff to execute the Quitclaim documents upon review by District Counsel.

### **II. BACKGROUND**

Water service is provided to 638 Fairview Blvd. (APN: 126-231-05) from a ¾-inch meter located on the back lot line. IVGID owns and operates a 6-inch water main from the tee in Fairview Blvd to the existing ¾-inch meter, approximately 210 linear feet. This water main traverses a steep hillside and meanders through several trees before terminating the ¾-inch meter. IVGID does not possess an easement across this private property for the 6-inch water main. Therefore, Staff is proposing to quitclaim the existing water main on APN: 126-231-05 owned by the Grinberg Family Trust (see Exhibit A). Upon transfer of ownership, the Grinberg Family Trust would be required to install:

1. a single check detector check (SCDC) on the 6-inch water main at the property line with Fairway Blvd; and
2. a new water service with an approved domestic drinking water meter and SCDC.

### **III. FINANCIAL IMPACT AND BUDGET**

IVGID will utilize standard quitclaim documents and the Grinberg Family Trust will be required to record all quitclaim documents. The Grinberg Family Trust is responsible for construction of all improvements. The District will receive one dollar (\$1) in exchange for this quitclaim, therefore, no significant financial impact to the District.

### **IV. ALTERNATIVES**

No alternatives provided. The District works cooperatively with residents of the District to facilitate providing public services to the community.

### **V. COMMENTS**

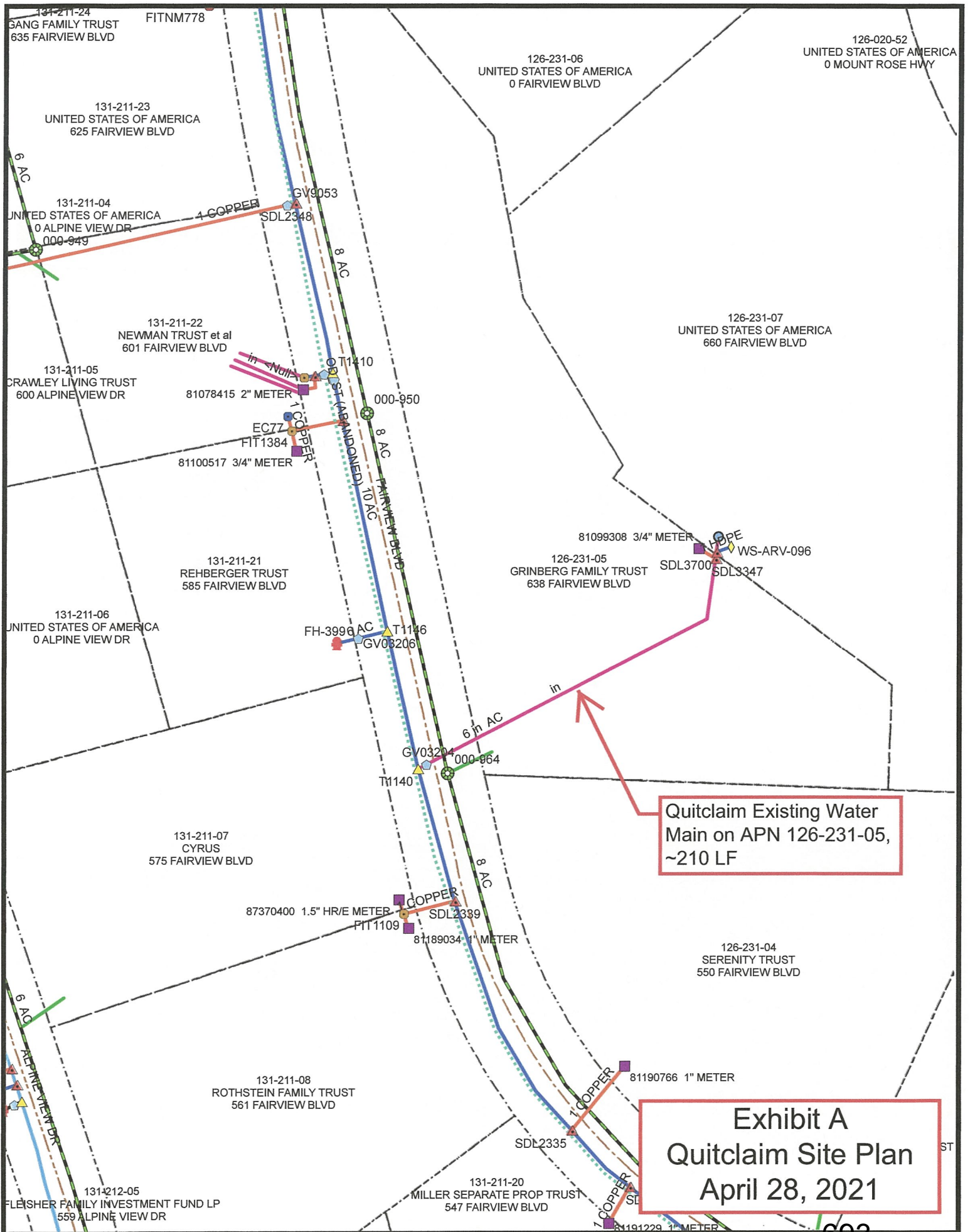
Quitclaiming the water main to the Grinberg Family Trust is beneficial to the communities of Incline Village and Crystal Bay as well as the Incline Village General Improvement District as it releases IVGID of the liability of this aging water main and helps ensure water quality is maintained through the installation of a single check detector check.

### **VI. 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.

Attachments:

Exhibit A, Site Plan  
Quitclaim Deed



Quitclaim Existing Water Main on APN 126-231-05, ~210 LF

**Exhibit A**  
**Quitclaim Site Plan**  
**April 28, 2021**

APN: 126-231-05

Address:

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT INCLINE VILLAGE IMPROVEMENT DISTRICT a political subdivision of the County of WASHOE, a political subdivision of the State of NEVADA, in consideration of ONE DOLLAR (\$1.00), the receipt of which is hereby acknowledged, does hereby release, remise and forever quitclaim unto all the present legal owners of the land encumbered by the underground six-inch water main lying across the southerly portion of APN: 126-231-05, and to their heirs and assigned all rights, title and interest which is situate in the Incline Village General Improvement District, County of Washoe, State of Nevada, to wit:

SEE ATTACHED EXHIBIT "A" FOR QUITCLAIM OF 6-INCH WATER MAIN

TOGETHER WITH, all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining thereto.

IN WITNESS WHEREOF, Washoe County has caused the Quitclaim Deed be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Incline Village General Improvement District

\_\_\_\_\_  
Brad B. Underwood  
Director of Public Works

Notary

\_\_\_\_\_  
Timothy Lee Buxton

When recorded return to:  
Mr. Timothy Lee Buxton  
Incline Village General Improvement District  
1220 Sweetwater Road Incline Village, NV 89451

APN: 126-231-05

## MEMORANDUM

**TO:** Board of Trustees

**FROM:** Josh Nelson  
General Counsel

**SUBJECT:** Review, discuss, and provide direction on potential options regarding modifying non-resident employees' and Gold/Silver Card holders' access to beaches; and review, discuss, and potentially approve emergency Resolution No. 1888 to temporarily restrict non-resident employees' and Gold/Silver Card holders' access to beaches through December 31, 2021 due to the COVID-19 pandemic

**DATE:** May 12, 2021

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### **I. RECOMMENDATION**

That the Board of Trustees do the following:

1. Discuss and provide direction to Staff on potential next steps related to beach access for non-resident employees and non-resident Gold/Silver Card holders including any of the following:
  - (a) Maintain status quo (i.e., non-resident employees and Gold/Silver Card holders retain beach access)
  - (b) Restrict beach access by non-resident employees and Gold/Silver Card holders
  - (c) Obtain third party legal assistance regarding beach access by non-resident employees and Gold/Silver Card holders
2. Discuss and potentially adopt Resolution No. 1888 to temporarily restrict non-resident employees' and non-resident Gold/Silver Card holders' access to beaches through December 31, 2021 due to the COVID-19 pandemic.

### **II. BACKGROUND**

IVGID owns and maintains beaches along Lake Tahoe. These beaches were deeded to IVGID in 1968. This deed (see Attachment #1) provides that the beaches shall be used "... only for the purposes of recreation by, and for the benefit

of property owners and their tenants (specifically including occupants of motels and hotels) within the Incline Village General Improvement District as now constituted, and as the Board of Trustees of said District may determine, the guests of such property owners....” The reference to IVGID “as now constituted” in the deed is important. Due to historical annexation and development patterns, this excludes Shoreline and Crystal Bay properties. Other relevant portions of the deed provide that IVGID may impose reasonable rules, regulations, and controls on beach access by owners. Ordinance No. 7 is an example of permissible rules, regulations, and controls.

The beach deed has been the subject of significant litigation. As an example, the Ninth Circuit Court of Appeals determined in *Wright v. IVGID* that the beaches were not a “public forum” under the First Amendment, and IVGID could treat property owners with beach access under the deed differently than those that did not have beach access. In doing so, it acknowledged that IVGID employees had the right to access the beach but the opinion does not discuss this issue in detail.

Neither *Wright v. IVGID* nor other litigation expressly considered whether IVGID can provide beach access to non-resident employees and non-resident Gold and Silver Card holders. The only somewhat relevant additional information is an ethics opinion from 1995 that determined that granting Gold and Silver Cards did not violate ethical requirements. (See Attachment #2.) This opinion does not (and would not given the limited jurisdiction of the Ethics Commission) discuss whether beach access is consistent with the beach deed.

However, there is a very long history of providing beach access to non-resident employees and non-resident Gold and Silver Card holders. Since at least the 1980s, beach access has been provided to non-resident employees and non-resident Gold and Silver Card holders. Based on prior Board minutes, resolutions granting employee privileges and the personnel policies (see Attachments #3 and #4), the rationale for providing non-resident employees and (presumably) non-resident Gold and Silver Card holders has been that they are acting as IVGID’s guest. As a property owner, IVGID is entitled to guest access as determined by the Board of Trustees. While IVGID’s ability to provide guest access must be subject to some limitations and likely would not permit opening beaches to all members of the public, a very limited carve-out for non-resident employees and non-resident Gold and Silver Card holders is most likely consistent with the plain language of the beach deed. In addition, if someone were to challenge this practice as inconsistent with the beach deed, IVGID could assert legal defenses based on the length of time of this practice.

Of course, the fact that IVGID has historically provided this privilege to non-resident employees and non-resident Gold and Silver Card holders does not mean that it must be provided. All prior Board resolutions and documents related to beach access clarify that access is provided as a privilege subject to Board modification or rescission. As such, the Board has the discretion (but not the obligation) to provide beach access to non-resident employees and non-resident Gold and Silver Card holders.

Staff requests Board direction on potential next steps. These include:

- Maintain status quo. The Board may decline to pursue this matter further. Beach access would remain as provided in current personnel policies subject to potential, temporary COVID-19 adjustment discussed below.
- Restrict beach access. The Board could direct Staff to bring amendments to the necessary resolutions and policies to restrict or eliminate beach access by non-resident employees and non-resident Gold/Silver Card holders.
- Third party legal assistance. The Board may wish to engage a third party legal firm to provide further assistance on whether providing access to non-resident employees and non-resident Gold and Silver Card holders is consistent with the beach deed. Staff has not obtained quotes as this point but could do so with Board direction.

Staff does not have a recommendation between the three options above.

As a related matter, the Board requested that Staff agendize consideration of an amendment to the recently adopted Resolution No. 1884 related to emergency limitations on access to the beaches due to COVID-19. This emergency resolution will decrease occupancy and make other changes during the 2021 beach season. When discussing this item at its April 28<sup>th</sup> meeting, the Board requested that Staff agendize an item to consider amending Resolution No. 1884 to temporarily restrict non-resident employees and non-resident Gold and Silver Card holders from the beaches. This action would only be in place for the 2021 beach season, and it could be combined with any of the options above related to long-term beach access.

Staff has no recommendation on this item. However, it is important to note that employee and dependent beach access is a relatively low amount of total beach

Review, discuss, and provide direction on potential options regarding modifying non-resident employees' and Gold/Silver Card holders' access to beaches; review, discuss, and potentially approve emergency Resolution No. 1888 to temporarily restrict non-resident employees' and Gold/Silver Card holders' access to beaches through December 31, 2021 due to the COVID-19 pandemic

visits, approximately 2% (see chart below). This includes resident and non-resident employees as well as dependents and silver & gold card holders. IVGID will be able to gather data during the peak of the 2021 beach season on total number of non-resident employees; however, the district identified by available data during the winter of 2020/21 that an estimated 30% of the approximately 540 current IVGID employees at the time of the report had addresses outside of Incline Village and Crystal Bay. In addition, there are potential administrative challenges in implementing a temporary modification to employee beach access. For example, most resident employees use their employee recreation card to access recreational facilities. Those employees may be required to obtain pictures passes to ensure beach access which may be challenging for some with no time to make arrangements.

In light of this, the Board may wish to consider other modifications to employee beach privileges. This could include not permitting spouses or dependents of employees to use the beach, distinguishing between full and part time employees, or other revisions short of restricting all access by non-resident employees.

Shown below are the 2018, 2019 and 2020 employee, spouse and/or dependent visits by beach:

\*REPORTS RAN FROM 5/1 TO 9/30 ANNUALLY\*

<b>BURNT CEDAR</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
CAT 1 FULL	580	556	511
CAT 2 PARTIAL	281	408	349
Cat 3 S/D <5	179	139	85
Cat 4 S/D >5	191	350	227
Cat 5 Dept Spec	2	14	17
GOLD	17	16	17
SILVER	21	64	72

<b>INCLINE BEACH</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
CAT 1 FULL	903	854	595
CAT 2 PARTIAL	422	444	394
Cat 3 S/D <5	117	85	212
Cat 4 S/D >5	298	368	311
Cat 5 Dept Spec	4	23	23
GOLD	13	16	19
SILVER	62	77	70



Review, discuss, and provide direction on potential options regarding modifying non-resident employees' and Gold/Silver Card holders' access to beaches; review, discuss, and potentially approve emergency Resolution No. 1888 to temporarily restrict non-resident employees' and Gold/Silver Card holders' access to beaches through December 31, 2021 due to the COVID-19 pandemic

<b>SKI BEACH</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
CAT 1 FULL	593	400	414
CAT 2 PARTIAL	220	113	314
Cat 3 S/D <5	21	30	56
Cat 4 S/D >5	136	70	141
Cat 5 Dept Spec	3	5	66
GOLD	7	1	1
SILVER	21	32	35

<b>TOTALS-ALL BEACHES</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
<b>CAT 1 FULL</b>	<b>2076</b>	<b>1810</b>	<b>1520</b>
<b>CAT 2 PARTIAL</b>	<b>923</b>	<b>965</b>	<b>1057</b>
<b>Cat 3 S/D &lt;5</b>	<b>317</b>	<b>254</b>	<b>353</b>
<b>Cat 4 S/D &gt;5</b>	<b>625</b>	<b>788</b>	<b>679</b>
<b>Cat 5 Dept Spec</b>	<b>9</b>	<b>42</b>	<b>106</b>
<b>GOLD</b>	<b>37</b>	<b>33</b>	<b>37</b>
<b>SILVER</b>	<b>104</b>	<b>173</b>	<b>177</b>
<b>TOTALS-ALL BEACHES</b>	<b>4091</b>	<b>4065</b>	<b>3929</b>

<b>TOTAL VISITS - ALL BEACHES</b>	199,802	198,406	213,727
<b>Days of Operation</b>	141	142	184

<b>Percentage of Cat 1 Full, Cat 2 Partial, Cat 3 S/D &lt;5, Cat 4 S/D &gt;5, Cat 5 Dept Spec, Gold, and Silver Visits to Total Visits</b>	2.05%	2.05%	1.84%
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**III. FINANCIAL IMPACT AND BUDGET**

There is little financial impact to this item.

**IV. ALTERNATIVES**

The Board can select among the options set forth in this report. As a reminder, those are:

Review, discuss, and provide direction on potential options regarding modifying non-resident employees' and Gold/Silver Card holders' access to beaches; review, discuss, **and** potentially approve emergency Resolution No. 1888 to temporarily restrict non-resident employees' and Gold/Silver Card holders' access to beaches through December 31, 2021 due to the COVID-19 pandemic

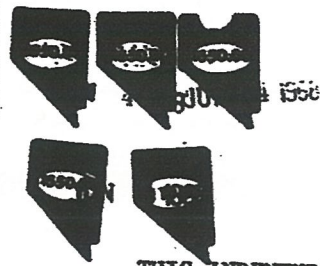
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May 12, 2021

1. Discuss and provide direction to Staff on potential next steps related to beach access for non-resident employees and non-resident Gold/Silver Card holders including any of the following:
  - (a) Maintain status quo (i.e., non-resident employees and Gold/Silver Card holders retain beach access)
  - (b) Restrict beach access by non-resident employees and Gold/Silver Card holders
  - (c) Obtain third party legal assistance regarding beach access by non-resident employees and Gold/Silver Card holders
2. Discuss and potentially adopt Resolution No. 1888 to temporarily restrict non-resident employees' and non-resident Gold/Silver Card holders' access to beaches due to the COVID-19 pandemic.

#### **V. 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.



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R.P.T. : 2,310.00

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BOOK 324 PAGE 192

THIS INDENTURE, made this 4~~th~~ day of June, 1968, between VILLAGE DEVELOPMENT CO., formerly known as CRYSTAL BAY DEVELOPMENT CO., a Nevada corporation, party of the first part, (hereinafter referred to as "Grantor"), and INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT, a quasi-municipal corporation organized and existing pursuant to the provisions of the General Improvement District Law, Chapter 318, Nevada Revised Statutes, party of the second part (hereinafter referred to as "Grantee"),

W I T N E S S E T H:

That the said party of the first part, for and in consideration of the sum of TEN DOLLARS (\$10.00), lawful money of the United States, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey unto the said party of the second part, and to its successors and assigns, all that certain lot, piece or parcel of land situate in the County of Washoe, State of Nevada, more particularly described in Exhibit "A" attached hereto.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to its successors and assigns forever.

It is hereby covenanted and agreed that the real property above described, and any and all improvements now or hereafter located thereon, shall be held, maintained and used by grantee,

Wm. Michael, Cass & White  
ATTORNEYS AT LAW  
300 SOUTH VIRGINIA ST.  
RENO, NEVADA 89501

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BOOK 324 PAGE 193

1 its successors and assigns, only for the purposes of recreation  
2 by, and for the benefit of, property owners and their tenants  
3 (specifically including occupants of motels and hotels) within the  
4 Incline Village General Improvement District as now constituted,  
5 and, as the Board of Trustees of said District may determine, the  
6 guests of such property owners, and for such other purposes as  
7 are herein expressly authorized.

8 This covenant shall be in perpetuity, shall be binding  
9 upon the successors and assigns of grantee, shall run with and be  
10 a charge against the land herein described, shall be for the  
11 benefit of each parcel of real property located within the area  
12 presently designated and described as Incline Village General  
13 Improvement District and shall be enforceable by the owners  
14 of such parcels and their heirs, successors and assigns; provided,  
15 however, that said Board of Trustees shall have authority to levy  
16 assessments and charges as provided by law, and to control, regu-  
17 late, maintain and improve said property as in its sole discretion  
18 it shall deem reasonable and necessary to effectuate the purposes  
19 herein mentioned; and provided, further, the said District shall  
20 have the right to use the real property above described for the  
21 maintenance and operation of the water pumping facilities now  
22 located thereon and such other utility facilities necessary to  
23 the operation of the District.

24 Grantor, for the benefit of itself and its successors  
25 and assigns in the ownership of real properties located within the  
26 presently constituted boundaries of Incline Village General Improve-  
27 ment District, and for the benefit of all other owners of property  
28 located within said boundaries, and their respective successors  
29 and assigns in such ownership, hereby specifically reserves an  
30 easement to enter upon the above described real property and to

Wm. Edmund, James B. Wilson  
ATTORNEYS AT LAW  
500 SOUTH WASHINGTON ST.  
RENO, NEVADA 89505

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BOOK 324 PAGE 104

1 use said real property for the recreational uses and purposes  
2 specified herein. Said District shall have the authority to  
3 impose reasonable rules, regulations and controls upon the use  
4 of said easement by the owners thereof.

5 The easement hereby created and reserved shall be appur-  
6 tenant to all properties located within the Incline Village  
7 General Improvement District, as said District is now constituted.  
8 Such easement may not be sold, assigned or transferred in gross,  
9 either voluntarily or involuntarily, but shall pass with any  
10 conveyance of real properties within said District as now consti-  
11 tuted.

12 IN WITNESS WHEREOF, the said party of the first part  
13 has hereunto set its hand and seal the day and year first above  
14 written.

15  
16 ATTEST:

17 [Signature]  
18 Secretary

VILLAGE DEVELOPMENT CO.

By [Signature]  
President

19  
20  
21 ATTEST:

22 [Signature]  
23 Secretary

ACCEPTED AND APPROVED:

INCLINE VILLAGE GENERAL IMPROVE-  
MENT DISTRICT

By [Signature]  
President

BOOK 324 PAGE 195

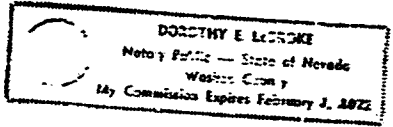
1 STATE OF NEVADA }  
2 COUNTY OF WASHOE } ss

3 On this 17 day of June, 1968, before me, a Notary  
4 Public in and for said County and State, personally appeared  
5 Frederick J. Smith and Robert F. Smith,  
6 known to me to be the President and Secretary of the corporation  
7 that executed the foregoing instrument, and upon oath, did depose  
8 that they are the officers of said corporation as above desig-  
9 nated; that they are acquainted with the seal of said corporation  
10 and that the seal affixed to said instrument is the corporate  
11 seal of said corporation; that the signatures to said instrument  
12 were made by officers of said corporation as indicated after  
13 said signatures; and that the said corporation executed the said  
14 instrument freely and voluntarily and for the uses and purposes  
15 therein mentioned.

16 IN WITNESS WHEREOF, I have hereunto set my hand and  
17 affixed my official stamp at my office in said County and State,  
18 the day and year in this certificate first above written.

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Dorothy E. Lacroix  
Notary Public



1968

Sh. McNeill, Dore & Wilson  
ATTORNEYS AT LAW  
109 SOUTH VIRGINIA ST.  
RENO, NEVADA 89505

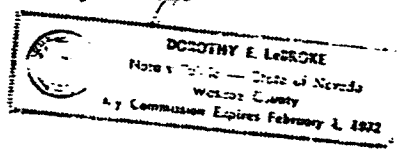
BOOK 324 PAGE 106

1 STATE OF NEVADA )  
2 COUNTY OF WASHOE ) ss

3 On this 17th day of June, 1968, before me, a Notary  
4 Public in and for said County and State, personally appeared  
5 George L. Sawyer and Frank L. Zimmerman,  
6 known to me to be the President and Secretary of INCLINE VILLAGE  
7 GENERAL IMPROVEMENT DISTRICT, the quasi-municipal corporation  
8 that executed the foregoing instrument, and upon oath, did depose  
9 that they are the officers of said corporation as above designated;  
10 that they are acquainted with the seal of said corporation and  
11 that the seal affixed to said instrument is the corporate seal  
12 of said corporation; that the signatures to said instrument  
13 were made by officers of said corporation as indicated after  
14 said signatures; and that the said corporation executed the said  
15 instrument freely and voluntarily and for the uses and purposes  
16 therein mentioned.

17 IN WITNESS WHEREOF, I have hereunto set my hand and  
18 affixed my official stamp at my office in said County and State,  
19 the day and year in this certificate first above written.

Deborah E. LeBrock  
Notary Public



24, 25, 26, 27, 28, 29, 30  
24, 25, 26, 27, 28, 29, 30  
Attorneys at Law  
300 SOUTH VIRGINIA ST.  
RENO, NEVADA 89505

DESCRIPTION

Situate in the County of Washoe, State of Nevada, as follows, to-wit:

PARCEL 1

A portion of Lots II, III and IV of Section 22, Township 16 North, Range 18 East, M.D.B. & M., more particularly described as follows:

Commencing at the Southwesterly corner of Lot 12 in Block N and the Northerly right of way line of Nevada State Highway No. 28, as said lot, block and Highway are shown on the map of Lakeview Subdivision, Washoe County, Nevada, filed in the office of the County Recorder of Washoe County, State of Nevada, on February 27, 1961; thence South 20° 35' 35" West 80.00 feet to a point in the Southerly right of way of said Highway; thence South 69° 24' 25" East 174.28 feet along the Southerly right of way line of said Highway to the true point of beginning of this description, said point of beginning also being the Northwest corner of that certain parcel conveyed to Crystal Bay Development Co. on September 30, 1963, under Filing No. 395633, Washoe County Records; thence continuing South 69° 24' 25" East 1251.79 feet along the Southerly right of way of said Highway to the Northwest corner of that certain parcel deeded to Pacific Bridge Company and Associates on October 23, 1963, under Filing No. 397736, Deed Records; thence South 20° 35' 35" West 574.75 feet, more or less, to Lake Tahoe; thence Westerly along Lake Tahoe to a point from which the true point of beginning of this description bears North 31° 07' 35" East; thence North 31° 07' 35" East to the true point of beginning of this description.

PARCEL 2

Beginning at the Southeasterly corner of Lot 24 in Block H of Lakeview Subdivision, Washoe County, Nevada, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on February 27, 1961; thence South 15° 11' 27" East 111.13 feet to a point on the Southerly right of way line of Nevada State Highway 28 as it now exists and the true point of beginning of this description, said point of beginning being the Northwest corner of Lot 36 of Lakeshore Subdivision No. 1, as said Lot 36 is shown on the map of Lakeshore Subdivision No. 1, Washoe County, Nevada, filed in the office of the County Recorder of Washoe County, State of Nevada, on June 28, 1960, and being on a curve concave to the Northeast, having a central angle of 4° 41' 11", a radius of 5040.00 feet and a tangent which bears North 61° 40' 36" West 206.23 feet, thence Northwesterly along said curve and the Southerly boundary of said highway 28, an arc distance of 412.24 feet; thence continuing along the Southerly right of way line of said highway 28, North 56° 59' 25" West 907.76 feet; thence leaving said Highway 28, South 27° 17' 46" West 90.72 feet; thence South 00° 50' 05" West to Lake Tahoe; thence running Southeasterly along Lake Tahoe to a point from which the true point of beginning bears North 28° 08' 35" East (Lakeshore Subdivision No. 1 bearing North 27° 16' 00" East); thence North 28° 08' 35" East along the Westerly boundary of said Lakeshore Subdivision No. 1 to the true point of beginning of this description.

RESERVING FROM the above described parcel an easement for maintaining and operating an existing pumping plant and pipe lines. 116713

Note of information: Basis of bearings, Lakeview Subdivision.





*[Handwritten signatures and initials]*

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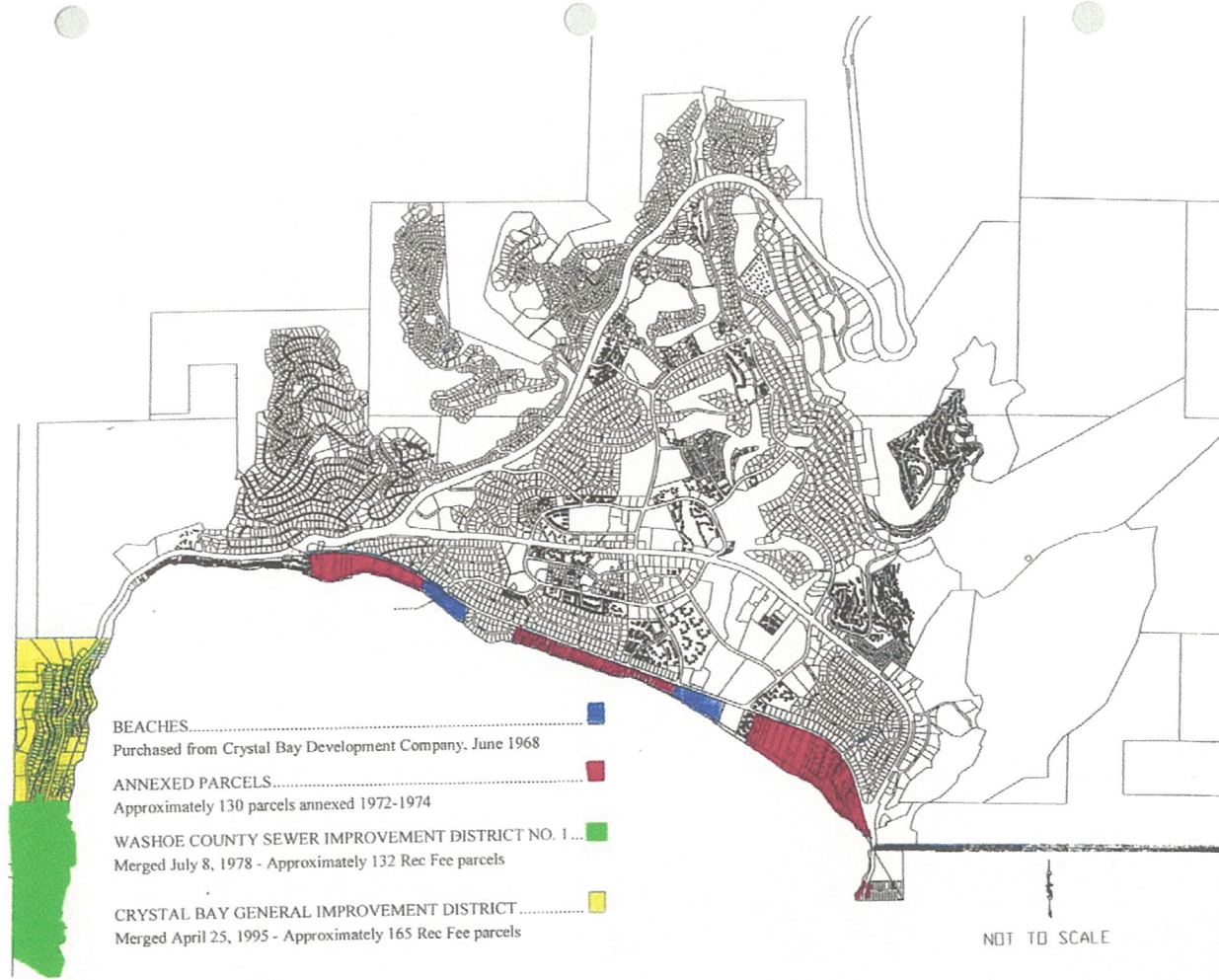


**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT**

Attachment A  
130  
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- ANNEXED PARCELS.....   
Approximately 120 parcels annexed 1972-1974
- CRYSTAL BAY GENERAL IMPROVEMENT DISTRICT .....   
Merged April 25, 1995 - Approximately 165 Rec Fee parcels
- WASHOE COUNTY SEWER IMPROVEMENT DISTRICT NO. 1 .....   
Merged July 8, 1978 - Approximately 132 Rec Fee parcels
- BEACHES.....   
Purchased from Crystal Bay Development Company, June 1968

NOT TO SCALE



THOMAS R.C. WILSON  
Chairman  
Reno

WILLIAM R. MORSE  
Vice Chairman  
Las Vegas

STATE OF NEVADA



JUD ALLEN  
MARY E. BOETSCH  
HELEN CHISOLM  
JONI WINES

COMMISSION ON ETHICS  
Capitol Complex  
Carson City, Nevada 89710  
(702) 687-5469

December 29, 1995

Chairman and Board Members  
Incline Village GID  
893 Southwood Boulevard  
Incline Village, Nevada 894451

*RE: Opinion Requests #93-55*

Dear Chairman and Board Members:

Enclosed please find a copy of Opinion #93-55, which the Commission recently issued in response to a request by Messrs Finnigan and Toto. As the Incline Village General Improvement District has waived confidentiality, this opinion will be made public.

If you have questions or concerns over this opinion, please do not hesitate to contact me.

Cordially,

  
Lee-Ann Keever,  
Executive Secretary

/lak  
CC: Louis Ling, Deputy Attorney General  
Donna LaGue, Legal Researcher  
Enclosure (1)

THOMAS R.C. WILSON  
Chairman  
Reno

WILLIAM R. MORSE  
Vice Chairman  
Las Vegas

STATE OF NEVADA



*Dist to ...*  
*...*  
JUD ALLEN

MARY E. BOETSCH  
HELEN CHISOLM  
JONI WINES

COMMISSION ON ETHICS  
Capitol Complex  
Carson City, Nevada 89710  
(702) 687-5469

BEFORE THE NEVADA COMMISSION ON ETHICS

In the Matter of the Opinion Request  
Regarding the Incline Village General  
Improvement District

Opinion Request 93-55

This opinion is in response to the separate but consolidated opinion requests filed with the Nevada Commission on Ethics (Commission) by Mr. Brad Miller and Mr. George Toto regarding the policy and practice of the Incline Village District (IVGID) of issuing "Gold Cards" and "Silver Cards" to former and present IVGID employees and members of the Board of Trustees (IVGID Board). These cards entitle the bearers to either free lifetime or limited use of recreational facilities owned, operated, and managed by IVGID. The Commission has jurisdiction in this matter pursuant to NRS 281.511(2)(b).

After IVGID waived a just and sufficient cause hearing, the matter proceeded to a full hearing on the merits on June 30, 1994, in Incline Village, Nevada. Confidentiality of the matter was waived by IVGID pursuant to the provisions of NRS 281.511(4), and the hearing was accordingly open to the public. The Commission heard testimony from opinion requester, Mr. Toto; IVGID counsel, Ms. Terry Miller; IVGID Interim General Manager, Patrick Finnigan; IVGID Board chairman, Bernie Ferrari; former and present Board members; and interested residents of Incline Village. Opinion requester Brad Miller did not attend the hearing, but his deposition concerning the matter was introduced into evidence.

At the conclusion of the hearing the Commission closed the administrative record of the matter. The Commission now issues the following Findings and Conclusion.<sup>1</sup>

<sup>1</sup> Chairman Thomas R. C. Wilson abstained from participating in this matter, and thus, Vice Chairman William R. Morse presided over this matter.

### **FINDINGS OF FACT**

1. IVGID is organized as a general improvement district under the provisions of NRS ch. 318. IVGID is responsible for the management of community roads, local water and sewer collection, parks, baseball diamonds, tennis courts, golf courses, and a ski resort and recreational center in Incline Village, Washoe County, Nevada.

2. The IVGID Board of Trustees consists of five elected members who serve staggered four-year terms.

3. The IVGID Board has the power and authority to levy and collect general (*ad valorem*) taxes on and against all taxable property within the district. NRS 318.225.

4. At the time of the hearing on the matter, IVGID had 91 full-time employees, all of whom had free use of the IVGID recreational facilities on a restricted basis.

5. In 1977, the IVGID Board created "Gold Card" privileges to reward the then-current outgoing trustees for their service to IVGID. Gold Card privileges entitle the holder to free life-long use of any recreational facility owned by IVGID. This practice remained an informal one, and Gold Cards were occasionally awarded at the IVGID Board's discretion. In October 1981, Gold Cards were issued retroactively to all past trustees and one past general manager, all of whom had served at some time since 1961.

6. Until January 1985 (at which time the Board adopted a formal policy to reward retiring trustees with Gold Cards), Gold Cards were awarded at the Board's discretion, based only upon practice or informal action. Decisions to award Gold Cards were made generally by resolution of the IVGID Board in duly noticed public meetings.

7. All Incline Village residents are assessed a recreation fee in connection with the purchase of property in Incline Village. The majority of parcels are assessed a fee of approximately \$225.00 per year. Extra rates established by the IVGID Board from time to time are charged except for holders of a Gold Card.

8. There are approximately 7,000 voters in Incline Village including those who own and those who do not own residential property. The Incline Village electorate has not voted on the propriety of the issuance of Gold and Silver Cards to former trustees, managers, or long-term employees.

9. On January 31, 1985, a formal policy regarding the issuance of Gold Cards was instituted after the IVGID Board unanimously adopted Policy and Procedure Resolution No. 107 (Resolution 1483). Resolution 1483 provided that upon retiring from service on the IVGID

Board, each former trustee would receive a Gold Card in recognition of his or her service. The Board resolved that it wished to establish this practice as an IVGID policy.

10. On February 14, 1985, the IVGID Board rescinded its policy pending further hearing and completion of a staff survey of present Gold Card holders to determine the financial impact to the District resulting from usage of recreation facilities by Gold card holders. The report prepared as a result concluded that total gross revenue loss per year from the then-existing 27 Gold Cards was approximately \$1,100 to \$1,400, amounting to about \$40.00 to \$50.00 per Card per year.

11. On March 14, 1985, the IVGID Board voted to award Gold Cards to all past trustees who had not previously received Gold Cards and decided to leave this practice an informal one and subject to the discretion of future boards. Consequently, there was no written policy that the IVGID Board must follow to award Gold Cards to outgoing trustees.

12. In 1988, the Board voted to amend the District's Personnel Policy Manual to provide certain recreational privileges to long-time employees who leave the District in good standing (Resolution 1118). Resolution 1118 provides:

Upon termination in good standing, full-time permanent, seasonal management, and multi-seasonal employees having at least ten years of service with IVGID shall receive the privileges identified in the Table, "Recreation Privileges," as follows:

**Silver Card.** If the employee has at least ten, but less than twenty years of service with IVGID at the time of termination, then the employee shall receive a Silver Card, entitling the employee to the Silver Card privileges identified in the Table.

**Gold Card.** If the employee has at least twenty years of service with IVGID at the time of termination, then the employee shall receive a Gold Card, entitling the employee to the Gold Card privileges identified in the Table.

Silver and Gold Card benefits may be changed at any time, without advance notice. The General Manager may distribute Silver Cards and Gold Cards while employees are still employed, although the benefits do not apply until retirement, subject to the restriction that the employee shall forfeit the card upon termination, if the employee is not in good standing at termination.  
*(Added 11/10/88, Amended 5/10/90, 9/24/92)*

13. Pursuant to the authority of Resolution 1118 as set forth immediately above, the Board has granted Gold Cards to three employees who had served IVGID and Silver Cards to 25 employees, one retired employee, and nine persons who resigned employment.

14. Under Resolution 1118, the Gold and Silver Cards permit the holders to use IVGID's recreational facilities without paying (Gold) or by paying a reduced access fee (Silver). The cards do not remove the duty by the holder to pay the annual recreational assessment on real property owned by him or her.

15. The cards are personal to the holder, and the privileges are nontransferable and cease with at the death of a holder. A single exception was allowed during the early years of the practice, at which time a former trustee had been critically ill and subsequently died. At his request, his card was awarded to his widow.

16. Prior to receiving a card, an IVGID employee would receive free use of IVGID facilities while his or her family would receive discounted use of those facilities, the rates of which would vary from facility to facility. In both instances, the access would be restricted. The privilege of card holders was also restricted. Card holders could use IVGID's facilities only if there were space available and no paying guests would be displaced. A card holder or employee would only be able to book use of IVGID facilities twenty-four hours in advance or risk being bumped. However, although a Gold Card holder would not be required to pay for use of IVGID facilities, in high season usage, a card holder or employee could and would be bumped from using the facilities.

17. On December 1, 1993, General Manager Rob Hunt resigned his position as an employee in good standing, after approximately nine years.

18. On December 3, 1993, Interim General Manager Patrick Finnigan presented a memorandum to the IVGID Board in connection with the proposed award of a Gold Card to Mr. Hunt. The memorandum provided background information about IVGID's past practices regarding the award of Gold Cards to employees, former employees, and former trustees.

19. During a subsequent public meeting to discuss the propriety of continuing the practice of awarding Gold Cards, Mr. Noel Manoukian, IVGID counsel, discussed the IVGID Board's deeply embedded and long-standing tradition, concluding that if the practice were adopted in a formal, written, deliberated policy where specific criteria for eligibility were described, it would probably be proper under Nevada law.

20. Following Mr. Manoukian's opinion, IVGID Board members moved that Mr. Hunt be provided with a Gold Card in appreciation of his nine years of "splendid service" to IVGID. An amendment to the motion conditioned the award upon a finding by Mr. Manoukian

that the practice was not illegal. The amendment, as accepted, was carried by a vote of three to one.

21. Mr. Hunt declined acceptance of the Gold Card pending the Commission's determination of the matter.

22. Since March 14, 1985, the Board has issued Gold Cards to all thirty-six former trustees, three former general managers, including Mr. Hunt, and three former IVGID employees in good standing based on their twenty year service to IVGID. Of these forty-two recipients, ten are deceased, and seven others have left the area and no longer benefit from their cards.

### OPINION

Each of the five members of the IVGID Board are public officers within the meaning of NRS 281.4365 and members of the legislative branch of government as defined in NRS 281.4355. Their official duties include formulation of a budget for IVGID and authorization of expenditure of IVGID monies.

The issue presented is whether IVGID's alleged practice and policy of issuing recreational passes and privileges to retired trustees and former employees and to other public or private business entities or individuals under terms and conditions more favorable than those allowed residents violates the Nevada Ethics in Government Law.

#### I. Code of Ethical Standards

The relevant provisions of the Code of Ethical Standards are NRS 281.481(1), (2), and (7) which provide as follows:

1. A public officer or employee shall not seek or accept any gift, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in his position to depart from the faithful and impartial discharge of his public duties.

2. A public officer or employee shall not use his position in government to secure or grant unwarranted privileges, preferences, exemptions or advantages for himself, any member of household, any business entity in which he has a significant pecuniary interest, or any other person.

7. A public officer or employee, other than a member of the



legislature, shall not use governmental time, property, equipment or other facility to benefit his personal or financial interest.

The evidence demonstrated that both Gold and Silver Cards were awarded in recognition of an employee's or retiring trustee's past service. Though IVGID's policy guaranteed that a departing trustee would be issued a Gold Card, the awards were made in accordance with its policy and in open meetings with the knowledge of the community. Because the granting of the cards would never be made by an active Board member to himself or herself, we conclude that the practice would not tend to influence a reasonable person in the position of an IVGID Board member to depart from the faithful and impartial discharge of his or her public duties under NRS 281.481(1).

NRS 281.481(2) prohibits a public officer from using his governmental position to secure *unwarranted* advantages for any person. The Commission's examination of this point must focus on whether a municipal body, such as IVGID, can grant gifts of its largess to selected citizens. Some state constitutions expressly prohibit the legislature from granting to municipal corporations or counties the power to lend their credit or grant money or things of value to any individual, association, or corporation, and prohibit municipal corporations or counties from making any appropriation or donation, or in any way lending their credit, to any individual, corporation, or association. 56 **Am. Jur. 2d** *Municipal Corporations*, 588, n. 10 (1984 & Supp. 1994); Roger A. Cunningham, *Billboard Control Under The Highway Beautification Act of 1965*, 71 Mich. L. Rev. 1356, n.276 (June 1973). The purpose of constitutional provisions prohibiting such gratuities is to prevent transfer of public funds without receiving consideration in return. *City of Aurora v. Public Utilities Comm'n of State of Colo.*, 785 P.2d 1280 (Colo. 1990); *City of Tacoma v. Taxpayers of City of Tacoma*, 743 P.2d 793 (Wash. 1987).

In Nevada, *Gibson v. Mason*, 5 Nev. 283 (1869) stands for the proposition that under the Nevada Constitution a municipal corporation may be permitted by implication to grant donations of public funds. While article 8, section 10 of the Nevada Constitution expressly prohibits the State from becoming a stockholder in any company or association (except corporation formed for educational or charitable purposes) and expressly prohibits the state from donating money to them, neither counties nor towns are constitutionally forbidden from doing so. The Supreme Court reconciled the two provisions to conclude that counties and towns were intended to be exempt from the prohibition by virtue of legislative implication. Based upon *Gibson*, municipal corporations would be exempted from the constitutional prohibition against donations as well, and thus IVGID'S giving of Gold and Silver Cards could not be invalidated on those grounds.

Another Nevada case, *City of Las Vegas v. Ackerman*, 85 Nev. 493, 457 P.2d 525 (1969), further supports the IVGID Board's power and right to grant Gold and Silver Cards to

former members of the board. In *Ackerman*, city electors passed an initiative ordinance that increased the salary of firefighters and made the increase retroactive to a certain date. The trial judge deemed the ordinance "unenforceable" because he considered the retroactive increase to constitute a gratuity prohibited by article 8, section 9 of the Nevada Constitution.

The Nevada Supreme Court reversed that part of the declaratory judgment, noting that in each of the cases from other jurisdictions cited by opponents of the measure, there existed a specific constitutional prohibition against either a retroactive application of a statute or a prohibition against a gratuity by the state or a government subdivision to an individual. The Nevada Supreme Court found no specific statutory enactment or constitutional provision

A pension paid a governmental employee for long and efficient service is not an emolument which, by *Art. I, sec. 7*, of our Constitution, cannot be paid. To the contrary it is a deferred portion of the compensation earned for services rendered. In *Haldeman v. Hillegass*, 335 Pa. 375, 6 A.2d 801 (1939) the court, when considering retirement pay said: "This is in effect an acknowledgment by the legislature of prior service, and a recognition by it that long and faithful public employment should be compensated, emphasizing the purpose and scope of the provisions for retirement pay or delayed compensation."

*Ackerman*, at 501, quoting from *Great American Insurance Company v. Johnson*, 257 N.C. 367, 126 S.E.2d 92 (1962). The Nevada Supreme Court in *Ackerman* concluded:

**While there is no prohibition against a municipality granting a gratuity**, we find more specifically that the retroactive increase in salary for fire fighters as allowed in the initiative ordinance is in no way prohibited by any constitutional or statutory provision and it makes very little difference what the payment is to be, however, **we prefer to view it as a deferred portion of the compensation earned for services rendered.** (Emphasis supplied.)

*Ackerman*, at 501

It is important to note that in *Gibson* the Supreme Court emphasized public policy concerns similar to those states in which the constitution or statute expressly prohibited gifts by governmental agencies, namely that expenditure of public funds should always promote a public purpose. We agree with this public policy concern. As the Supreme Court stated in *Gibson*:

We do not wish to be understood as holding that the Legislature may enforce burdens upon or collect money from the citizens for any object that it may choose; for if it be imposed for

a purpose which is not public in its nature--that is, if it be not strictly a tax which is defined to be "a rate or sum of money assessed on the person or property of a citizen by government for the use of the nation or State--then clearly it would be an unwarrantable exercise of power. But if it be levied for the purpose of furthering any public enterprise, or aiding any public undertaking whereby the community or public as such will be benefitted, it would clearly be otherwise. (Emphasis in original.)

*Gibson*, at 306-7. Thus, where the public interest will be in no way promoted by such a transfer, even where a compensation is paid, such as in the case of eminent domain, the right of the sovereign power to take a person's property does not exist in the absence of public benefit. *Gibson*, at 308.

While the award of Gold and Silver Card privileges surely constitutes a conferring of a public benefit upon private parties, we conclude that the IVGID Board's award of Gold and Silver Cards according to Resolution 1118 does not violate NRS 281.481(2) for several reasons. First, the giving of Gold and Silver Cards according to Resolution 1118 is an emolument of employment with or service to IVGID. Once Resolution 1118 was passed, all employees of IVGID would have a reasonable expectation that Gold or Silver Card privileges would await them once they had fulfilled the requisites for entitlement to the privileges. Viewed in this way, the Gold and Silver Cards are nothing more than deferred compensation, similar to the pension that was discussed and approved in *Great American Insurance Co. v. Johnson, infra.* and the retroactive pay increase discussed and approved in *Ackerman, infra.*

Second, the emolument or privilege represented by the Gold and Silver Cards is not "unwarranted" under NRS 281.481(2) because it is earned through service to the public. To qualify for a Silver Card, an IVGID employee must have dedicated ten years or more of his or her career in good service to the public served by IVGID. To qualify for a Gold Card, an IVGID employee must have dedicated twenty years or more of his or her career to the public served by IVGID. In all such cases, the public served by IVGID has received valuable service, in return for which it extends the Gold and Silver Card privileges as deferred compensation and in gratitude for such public service. We find that this earned benefit in this matter is not unwarranted.

Third, as long as Resolution 1118 is the means by which future Gold and Silver Cards are awarded, there is little possibility for abuse of the Gold and Silver Card privilege. We caution that the past practice of granting the Gold and Silver Cards without any formal policy seemed ripe for caprice and abuse (though we do not mean to indicate that any such caprice or abuse actually occurred). Additionally, we believe that the policy of granting Gold Card privileges to departing trustees should be formalized in writing, perhaps as part of Resolution

1118. We believe that a grant of Gold Card privileges to a departing trustee would be warranted because a trustee must have successfully run for office and served his or her constituency in a public forum and under constant public scrutiny for one or more terms, thus serving the public commendably and civic-mindedly. We believe that if Resolution 1118 (with a written policy included regarding departing trustees) continues to be the guide for the granting of Gold and Silver Card privileges, that the privileges can rightly be treated as warranted emoluments or privileges that are within the sanction of NRS 281.481(2).

Finally, regarding NRS 281.481(7), it appears to us that the self-interest of the present members of the IVGID board in awarding the Gold and Silver Cards to others is far too attenuated to impose liability under this section. As long as the tenets of Resolution 1118 are adhered to, the granting of Gold and Silver Card privileges will be orderly, predictable, and not subject to the whim or caprice of the IVGID Board.

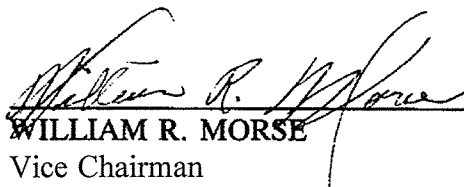
#### CONCLUSION

We conclude that the policy of the IVGID Board of granting Gold and Silver Card privileges to employees and trustees of IVGID does not violate NRS 281.481(1), (2), or (7) for the reasons stated above. We recommend that a formal resolution (perhaps as an amendment to Resolution 1118) be made to reduce to writing the unwritten policy of granting Gold Card privileges to a departing trustee. We would also reiterate that in the future, if the Gold and Silver Card policies are amended, that the public policy concern discussed in *Gibson* and *Ackerman* discussed above be the guiding principle in any such amendments so that the public served by IVGID will continue to receive a true and fair benefit in the provision of Gold and Silver Card privileges.

#### COMMENT

It is specifically noted that the foregoing Opinion applies only to these specific facts and circumstances. The provisions of NRS 281.481 and NRS 281.501 quoted and discussed above must be applied on a case-by-case basis, with results that will vary depending on the specific facts and circumstances involved.

DATED this 28<sup>th</sup> day of December, 1995.

  
WILLIAM R. MORSE  
Vice Chairman

tribunal, we can assume that her same reasoning would apply there to preclude coverage of back pay and front pay awards. I am suggesting that our General Manager, Patrick Finnigan, Risk Manager, Mike Pennacchio and me get together immediately to discuss this announced position by Willis-Corroon. I will, of course, want to review the relevant language in our policy. I should point out, however, that Willis-Corroon does agree that they must pay for the defense of this case, while they reserve their rights, as discussed above.

We are presently awaiting word from the EEOC. Once we have any material information on this case, we will inform you of same.

#### 8. Miscellaneous Matters

Status of Gold Card Issue: As you all know, the hearing before the Nevada Commission on Ethics, established under the Nevada Ethics in Government Law (NRS 281.411 - 281.581), was held on the 30th of June, 1994, at the Crooms Theater, Sierra Nevada College.

Terri attended the Commission on Ethics' December 9th, 1994, meeting in Reno. As you have all undoubtedly been informed, at that meeting, the Commission ruled that IVGID's current practices and personnel policy provisions concerning the award of gold cards do not constitute a violation of the Code of Ethics. With regard to each category under consideration, the Commission voted 3-2, that the practice as to retired trustees did not constitute a violation; 4-1, that the practice benefitting some former general managers and other "worthy" people (e.g., Rob Hunt and Incline Village's developer, Art Wood) did not result in a violation; and 4-1, that the personnel policy benefitting employees of twenty (20) or more years, upon retirement, did not constitute a violation. The Commission also tacitly found that the award of a silver card to an employee with ten (10) or more years service to the District was not a violation of the Code of Ethics.

Accordingly, IVGID is not precluded by the Code of Ethics at this time from continuing to award and honor gold cards and silver cards. Although we were hopeful that the Commission would reach this result, both Terri and I were relieved with the outcome.

We should, however, remain mindful of the fact that this decision does not establish the actual legality of the gold card. It is always possible that the gold card could later be found to

be improper or illegal, despite its having passed ethical muster. This is due to the Commission's limited jurisdiction: it is only empowered to enforce the Code of Ethics (formally known as the Nevada Ethics in Government Law at NRS 281.411 - 281.581). Thus, the result of December 9th might have been different if the matter had been considered by another authority, specifically, the Washoe County District Attorney and/or the courts. (You may recall that, on January 28, 1994, we asked Chief Civil Deputy Maureen Sheppard-Griswold of the Washoe County District Attorney's Office to render an opinion on the gold card. She subsequently told Terri in a telephone conversation that the District Attorney's Office would not render an opinion while the matter was pending before the Commission on Ethics. Given the Commission's December 9th ruling, Washoe County might now be receptive to examine the issue and to release its separate opinion. This, of course, would typically require a written request, which we would not make without the express instruction to us from the Board.)

To further explain the distinction between "legal" and "ethical," I relate the following additional information. During the initial portion of the Commissioners' December 9th discussion, Commissioner Judd Allen stated that he didn't believe the Commission needed to rule on the gold card matter, because such had already been determined to be illegal: years ago, a certain convention authority routinely awarded privileges comparable to IVGID's gold card until the relevant District Attorney's Office determined that the practice was illegal and must be discontinued. At this point, Deputy Attorney General Frances Doherty reminded the Commissioners that their authority is derived solely from the Code of Ethics and their findings must conform only to that standard. That said, taking each specific section of the Code at issue, word by word, the Commission ruled that no Ethical violation had occurred. (Terri later discussed this earlier occurrence with Commissioner Allen, privately, at which time he indicated that he was quite certain of the facts which, he said, occurred approximately six (6) years ago.)

The Commission expressly made its December 9th gold card determination effective that same day and will (eventually) issue a formal opinion.

Status of Solicitation Ethics Issue: This issue, concerning the propriety of governmental personnel's solicitation of products, supplies, and the like from local businesses, in order that those products and supplies may be used as awards and or prizes to outstanding governmental employees, was submitted to the Commission on Ethics in September, 1993, after oral argument. We had provided our written input, in addition to our oral

Incline General Improvement District  
January 3, 1995  
Page 15

presentation. We have not yet received the Commission's opinion on this issue, although Terri was informed that a draft opinion is being reviewed by Chairman "Spike" Wilson and Deputy Attorney General Frances Doherty. Should you have any questions respecting this Opinion, please do not hesitate to ask me or Terri about them.

Respectfully,

NOEL E. MANOUKIAN, LTD.

NOEL E. MANOUKIAN, ESQ.

NEM:lav

Attachment #3

MINUTES OF REGULAR MEETING OF THE  
BOARD OF TRUSTEES OF THE INCLINE  
VILLAGE GENERAL IMPROVEMENT DISTRICT

November 10, 1988

#6



E.7 RESOLUTION NO. 1568 - PERSONNEL POLICIES AMENDMENT

General Manager Hunt stated that Resolution No. 1568 would amend IVGID's Personnel Policies to include the portion of IVGID's new longevity program regarding recreation privileges for long-term employees after retirement, and update the recreation privilege provisions for current employees by adding references to nordic ski rental and the hunting program.

General Counsel Menchetti questioned whether the deed restrictions on the beaches would be violated by giving free access to non-property owners, and suggested that the wording of paragraphs 5.4 and 5.5 pertaining to the beaches should state that employees and silver and gold card holders would have access as guests of IVGID as a property owner.

Trustee Wight moved that Resolution No. 1568 be adopted, amending paragraphs 5.4 and 5.5 under "Beach" to read as follows:

Beach. As guests of IVGID as a property owner, access to beaches; use of boat ramp.

The motion was seconded by Trustee Gang and unanimously carried.

F.1 GENERAL MANAGER'S REPORT

General Manager Hunt reviewed the General Manager's report as contained in the agenda packet.

Lobbyist Contract. The draft contract with Kay Lee Nicholas for lobbyist services was discussed, and it was the consensus of the Board that the party named in the contract should be Nicholas and Nicholas, and that the contract should require that Nicholas and Nicholas report to IVGID the names of all clients handled by them either as a partnership or individually.

F.3 JANE MAXFIELD, INCLINE VILLAGE-CRYSTAL BAY ADVISORY BOARD

Chairman Maxfield reported that there were two variance requests at the last meeting of the Advisory Board, and there was a lengthy discussion regarding skateboarding. Chairman Maxfield reported that the Community Plan Committee has now met three times.

G. APPROVAL OF BILLS

On motion by Trustee Gang, seconded by Trustee Wight and unanimously carried, the bills in the total amount of \$410,132.63, of which \$365,440.66 was in checks exceeding \$2,500, were approved for payment.

#6

Resolution No. 1568

PERSONNEL POLICIES  
Incline Village General Improvement District

WHEREAS, the Board of Trustees has adopted Resolution No. 1505 (being Policy Resolution No. 112), establishing personnel policies for the District; and

WHEREAS, the Board of Trustees wishes to make changes in the personnel policies;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT, that it hereby amends Section 5.4 of the policies to read as follows:

5.4 RECREATION PRIVILEGES. All IVGID employees shall receive recreation privileges during the term of their employment. Seasonal management and multi-seasonal employees shall receive recreation privileges, year-round. Recreation privileges include:

Beach. *As guests of IVGID as a property owner. [~~Free~~] access to beaches; [~~Free~~] use of boat ramp.*

Alpine Skiing. Free skiing. Free equipment rental, except during peak periods and subject to availability. 50% discount on ski repair and tuning.

Nordic Skiing. Free track use. *Free on-site equipment rental, subject to availability.*

Tennis. Free court use. 20% discount on tennis lessons.

Other. 20% discount on most programs offered by IVGID's Parks and Recreation Department.

Hunting. *Free facility use, subject to availability.*

The following privileges shall be available to spouses and dependent children (under 18 years old) of IVGID employees:

Beach. Same as employee.

#6

Alpine Skiing. For employees with less than five full years of service to IVGID, 25% discount on season pass rates. For employees with five or more full years of service to IVGID, 50% discount on season pass rates. Property owner rates for daily use.

Nordic Skiing. Same as employee.

Tennis. For employees with less than five full years of service to IVGID, 25% discount on season pass rates. For employees with five or more full years of service to IVGID, 50% discount on season pass rates. Property owner rates for daily use.

Other. Same rates as employees for programs offered by IVGID's Parks and Recreation Department.

*Hunting. For employees with less than five full years of service to IVGID, 25% discount on season pass rates. For employees with five or more full years of service to IVGID, 50% discount on season pass rates. Property owner rates for daily use.*

Additional privileges, limited to one or more programs within a specific department, may be offered to employees of the department only, at the discretion of the General Manager. Golf privileges will be offered to the extent they are available through agreement between IVGID and IVGID's golf course operator. The use of privileges may be restricted during peak usage periods.

**BE IT FURTHER RESOLVED** that Title 5 of the personnel policies be amended by adding a new Section 5.5, to read as follows:

**55                    RECREATION PRIVILEGES - AFTER RETIREMENT.**

Upon termination in good standing, IVGID employees having at least ten years of service with IVGID shall receive the following recreation privileges:

Silver Card. If the employee has at least ten, but less than twenty, years of service with IVGID at the time of termination, then the employee shall receive a silver card, entitling the employee to the following privileges after leaving IVGID, for life:

Beach. As guests of IVGID as a property owner, access to beaches; use of boat ramp.

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Alpine Skiing. 50% discount off the resident rate for a season pass. 50% discount off the full (non-resident) price of a daily lift ticket. 50% off equipment rental, except during peak periods and subject to availability.

Nordic Skiing. 50% discount off the resident rate for a season pass. 50% discount off the full (non-resident) price of the daily fee for track use. 50% off on-site equipment rental, except during peak periods and subject to availability.

Tennis. 50% discount off the resident rate for a season pass. 50% discount off the full (non-resident) price of the hourly and daily fee for court use.

Hunting. 50% discount off the resident rate for a season pass. 50% off the full (non-resident) price for daily use, subject to availability.

Gold Card. If the employee has at least twenty years of service at the time of termination, then the employee shall receive a gold card, entitling the employee to the following privileges after leaving IVGID, for life:

Beach. As guests of IVGID as a property owner, access to beaches; use of boat ramp.

Alpine Skiing. Free skiing. Free equipment rental, except during peak periods and subject to availability.

Nordic Skiing. Free skiing. Free on-site equipment rental, except during peak periods and subject to availability.

Tennis. Free court use.

Hunting. Free facility use, subject to availability.

Silver and Gold Card benefits may be changed at any time, without advance notice. Golf privileges will be offered to the extent they are available through agreement between IVGID and IVGID's golf course operator. The General Manager may distribute Silver and Gold Cards while employees are still employed, subject to the restriction that the employee shall

#6

forfeit the card upon termination, if the employee is not in good standing at termination.

**BE IT FURTHER RESOLVED** that this resolution should take immediate effect.

\* \* \* \* \*

I hereby certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted at a regularly held meeting of the Board of Trustees of the Incline Village General Improvement District on the 10th day of November, 1988, by the following vote:

AYES, and in favor thereof, Trustees: Bobbie Gang, Jane Maxfield, Greg McKay, Pam Wight

NOES, Trustees: None

ABSENT, Trustees: John Lillie

*Pamela Wight*  
Secretary

#6

**PERSONNEL POLICIES**

**6.10 Recreation Privileges**

District employees and their dependents may be eligible to receive recreation privileges at District facilities during their term of employment as presented in the current IVGID Employee Recreation Privileges brochure. *Participation is strictly voluntary and is not a requirement of employment.* Employee photo identification must be shown when utilizing any of these privileges. Where applicable, peak period definitions and restrictions, availability limitations and access arrangements will be set by the Department Head. The District's paying customers have priority and employees are expected to leave an activity if a paying customer would otherwise be turned away. The District's employee recreational privileges are subject to change by the Board of Trustees and may be revoked if the privilege is abused by an employee and/or their qualified dependents.

Silver Card – An eligible employee with at least ten years of full-time service (or equivalent for seasonal manager) but less than twenty years of service with the District at the time of separation, will receive a Silver Card entitling the employee to 50% discount of the applicable resident rate at District recreational facilities for life.

Gold Card – An eligible employee with at least twenty years of full-time service (or equivalent for seasonal manager) with the District at the time of separation will receive a Gold Card entitling the employee to free use of District recreational facilities for life.

**6.11 Workers' Compensation (All District employees are covered by this benefit)**

Employees and volunteers (excluding Ski Patrol Volunteers) are insured under the provisions of the State Workers' Compensation Act for injuries received while at work for the District. Employees are required to report all on-the-job accidents, injuries, or illness to their immediate supervisor as soon as reasonably possible or within twenty-four (24) hours of the accident, injury, or illness.



## POLICY AND PROCEDURE RESOLUTION NO. 140

### RESOLUTION 1888

#### **AN EMERGENCY RESOLUTION TO AMEND RESOLUTION NO. 1884 TO TEMPORARILY LIMIT NON-RESIDENT EMPLOYEES' AND GOLD/SILVER CARD HOLDERS' ACCESS TO THE BEACHES, LOCATED IN INCLINE VILLAGE, NEVADA KNOWN AS INCLINE BEACH, BURNT CEDAR BEACH, SKI BEACH AND HERMIT BEACH**

**WHEREAS**, the world is experiencing a global pandemic (COVID-19) which has resulted in an unprecedented Government response to protect public health and keep communities safe from the spread of disease and death, including several Executive Directives issued by the State of Nevada Governor Steve Sisolak, evolving guidelines issued by the Centers for Disease Control, and Federal recommendations issued by the President of the United States of America;

**WHEREAS**, the Incline Village General Improvement District has the responsibility of managing the restricted access beaches known as Incline Beach, Burnt Cedar Beach, Ski Beach and Hermit Beach all located within Incline Village, Nevada;

**WHEREAS**, the significant risks presented by the threat of disease and death as a result of contracting COVID-19 require the Board of Trustees to manage beach access in a manner that will mitigate the risks presented by the current public health crisis;

**WHEREAS**, the Board of Trustees has determined that temporarily limiting access to IVGID restricted access beaches known as Incline Beach, Burnt Cedar Beach, Ski Beach and Hermit Beach ("Beaches") all located within Incline Village, Nevada in a manner consistent with current and evolving State and Federal Guidelines regarding public gatherings is necessary to protect the health and safety of the property owners, residents, guests, and visitors to Incline Village and Crystal Bay;

**WHEREAS**, the Board of Trustees previously adopted Resolution No. 1884 to implement temporary restrictions and limitations on beach access in response to the COVID-19 pandemic as set forth in the Resolution;

**WHEREAS**, the Board of Trustees wishes to amend Resolution No. 1884 to temporarily restrict access to the Beaches by non-resident employees and Gold and Silver Card holders as set forth in this Resolution; and



POLICY AND PROCEDURE RESOLUTION NO. 140

RESOLUTION 1888

**AN EMERGENCY RESOLUTION TO AMEND RESOLUTION NO. 1884 TO TEMPORARILY LIMIT NON-RESIDENT EMPLOYEES' AND GOLD/SILVER CARD HOLDERS' ACCESS TO THE BEACHES, LOCATED IN INCLINE VILLAGE, NEVADA KNOWN AS INCLINE BEACH, BURNT CEDAR BEACH, SKI BEACH AND HERMIT BEACH**

**THEREFORE, BE IT RESOLVED**, as follows:

1. Resolution No. 1884 is hereby amended to add the following section:

“(8) Notwithstanding anything to the contrary in prior District resolution or policy, non-resident District employees and non-resident Gold and Silver Card holders shall not have access to the restricted access beaches known as Incline Beach, Burnt Cedar Beach, Ski Beach and Hermit Beach all located within Incline Village, Nevada during the term of this Resolution. This restriction shall apply to any spouses, family members or other persons of such non-resident employees and non-resident Gold and Silver Card holders otherwise generally entitled to utilize their recreation privileges.”

2. This Resolution amends Resolution No. 1884. Except as set forth herein, Resolution No. 1884 remains in full force and effect. This Resolution shall remain in effect until the sooner of (1) December 31, 2021 or (2) the repeal of this Resolution or Resolution No. 1884.

\* \* \* \* \*

I hereby certify that the foregoing is a full, true and correct copy of a resolution duly passed and adopted at a regularly held meeting of the Board of Trustees of the Incline Village General Improvement District on the 12th day of May, 2021, by the following vote:

AYES, and in favor thereof,  
NOES,  
ABSENT,

\_\_\_\_\_  
Sara Schmitz  
Secretary, IVGID Board of Trustees



## MEMORANDUM

**TO:** Board of Trustees

**FROM:** Tim Callicrate  
Chairman, Board of Trustees

**REVIEWED BY:** Indra S. Winquest  
District General Manager

Josh Nelson  
General Counsel

**SUBJECT:** Review, discuss and possibly approve a method for handling Board correspondence

**DATE:** April 14, 2021

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### **I. RECOMMENDATION**

That the Board of Trustees provide direction on how to handle Board correspondence. The initial recommendation is to post Board correspondence through a separate website link for each meeting. This will provide transparency in the received correspondence and allow Trustees (on their own or through requests by the public) to request items raised in those communications be placed on a future agenda for consideration. Based on the Board's direction, a formal policy could be developed for Board approval at a future meeting.

### **II. BACKGROUND**

The Board of Trustees previously included an item on agendas for "Correspondence Received by the District." This included any correspondence received by the Board on matters not on the agenda and determined not to be defamatory. A member of the community filed an Open Meeting Law (OML) complaint alleging that this practice violated the OML. The Attorney General disagreed in its review of the complaint (OAG File No. 13897-287). However, in doing so, the Attorney General encouraged IVGID to provide greater specificity regarding the scope and substance of the "Board Correspondence" agenda item to help avoid confusion by the public.

In response, IVGID has removed this item from its agendas until the Board and Staff had the opportunity to review the issue and determine the most appropriate

response. To help facilitate the Board's discussion, below are a number of options the Board could consider:

1. Place Board Correspondence on the Agenda: The Board could place a standing item on its agenda and include correspondence in the packet. This would require including more specificity in the agenda item to address the concerns raised by the Attorney General.
2. Post Board Correspondence on the Website: The Board could post all Board correspondence on the website. As an example, a link could be posted near each agenda packet with the correspondence received since the last agenda. If any Trustee (on his/her own or through a request by a member of the public) wished, items raised in correspondence could be placed on the agenda through the long range agenda item or separately through a request to Staff.
3. Continue the Current Practice: The Board could continue the current practice of receiving Board correspondence but not posting it publicly. Any Trustee can request items raised in correspondence be added to a future agenda.

The recommendation is for the Board to consider Option #2. This practice provides transparency by publicly posting correspondence while avoiding the OML concerns raised by the Attorney General. Correspondence will not be included as an item on the agenda or included in the official agenda packet. This avoids the potential for confusion about the scope and substance of the agenda item. As noted above, while items raised in Board correspondence cannot be discussed in detail during the Board meeting, Trustees could request that items raised in correspondence be added to a future agenda.

Options #1 and #3 are not recommended at this time. Option #1 does not address the OML concerns. If Board correspondence is included as an agenda item, the item will need to include sufficient detail to explain that this is simply a placeholder on the agenda for the Board to acknowledge receipt of previous Board correspondence. It further needs to note any limits on the types of correspondence that will be included. This seems impractical. Option #3 does not provide the transparency that the Board previously indicated it wished to provide.

Importantly, one issue that has been raised previously is IVGID's potential liability for defamation/libel for posting correspondence. While this is a serious issue, Staff is confident it can create a policy that would mitigate this risk. The bar for defamation against public officials is relatively high, and unpleasant or distasteful

remarks are generally not sufficient to be actionable. A policy could be developed that clarified that Board correspondence is intended to be a limited public forum for members of the public to provide written comments outside of a meeting to the Board. This will help clarify that IVGID is not the speaker and not responsible for the content of the message. A policy could be developed to clarify this and to allow the removal of letters deemed truly outside the scope of the First Amendment. This would be similar to social media policies adopted by many public agencies.

### **III. FINANCIAL IMPACT AND BUDGET**

There is little financial impact to this item. Posting of Board correspondence would require minimal Staff time.

### **IV. ALTERNATIVES**

The Board can (1) include Board correspondence on the agenda, (2) post correspondence separately on the website, (3) continue its current practice, or (4) consider an alternative not discussed in this report.

### **V. 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.

ADAM PAUL LAXALT  
*Attorney General*



J. BRINGIBSON  
*First Assistant Attorney General*  
NICHOLAS A. TRUTANICH  
*Chief of Staff*

STATE OF NEVADA  
OFFICE OF THE ATTORNEY GENERAL  
555 East Washington Avenue, Suite 3900  
Las Vegas, Nevada 89101

KETAN D. BHIRUD  
*General Counsel*

October 2, 2018

Via U.S. Mail and Electronic Mail

Frank Wright  
P.O. Box 186  
Crystal Bay, NV 89402  
[alpinesportss@gmail.com](mailto:alpinesportss@gmail.com)

**Re: Incline Village General Improvement District Board of Trustees (IVGID) – Open Meeting Law Complaint, OAG File No. 13897-287**

Dear Mr. Wright:

The Office of the Attorney General (OAG) is in receipt of your Complaint (Complaint) alleging violations of the Open Meeting Law (OML) by IVGID. Your Complaint alleges first that IVGID violated the OML by failing to provide in its May 9, 2018 meeting (Meeting) "Board Packet<sup>1</sup>," correspondence received by IVGID. Your Complaint's second allegation is that IVGID is unlawfully censoring from its meeting minutes remarks made in public comment.

The OAG has statutory enforcement powers under the OML, and the authority to investigate and prosecute violations of the OML. NRS 241.037; NRS 241.039; NRS 241.040. In response to the Complaint, the OAG reviewed the Complaint and attachments, the agenda and support materials for the Meeting, the video recording for the Meeting, the approved Meeting minutes, and the response to the Complaint from IVGID.

### **FACTUAL BACKGROUND**

IVGID is a "public body" as defined in Nevada Revised Statute (NRS) 241.015(4), subject to the OML.

The Complaint's first allegation concerns Meeting agenda item "J" which IVGID listed as "CORRESPONDENCE RECEIVED BY THE DISTRICT." The support material for the Meeting did not include any documents identified as correspondence received by IVGID. It is stated in the

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<sup>1</sup> A review of the "Board Packet" for the May 9, 2018 meeting shows that the "Board Packet" consists of the agenda and support materials for the meeting.

Meeting video recording that the absence of the correspondence from the board packet was because IVGID's practice<sup>2</sup> was to only include correspondence that was not previously communicated to the Board and which was not determined to be defamatory. This policy is not stated in the Meeting agenda. The approved Meeting minutes for agenda item "J" lists the authors of the correspondence received by IVGID but said correspondence is not attached to the approved Meeting minutes.

The Complaint's second alleged violation of the OML relates to improper censoring of IVGID meeting minutes. The Complaint specifically provides:

Public comments at Board Meetings and correspondence to the Board have been critical of Board Chair Wong, Vice Chair Horan (who is also Chair of the Audit committee), General Manager Pinkerton, Director of Finance Eick, Public Records Officer Herron and Legal Counsel Guinasso. There have been citations of these individuals violating Nevada Revised Statutes and Board Policies and Practices. Public Comments addressing the above named individuals and their actions, conduct or decisions have been sanitized in the recorded Meeting Minutes. Trustees and citizens requesting corrections in the interest of accuracy have been for the most part ignored.

The complaint does not provide any specificity as to what part of the Meeting minutes is being "sanitized." Furthermore, the Complaint does not make clear that the allegation is even referring to the IVGID May 9, 2018 meeting.

### DISCUSSION AND LEGAL ANALYSIS

**Allegation #1: IVGID violated the OML by failing to produce in its support material "correspondence received by the District."**

The complaint alleges that IVGID violated the OML by failing to include in its board packet "correspondence received by the district." The OML is found in NRS chapter 241. There is no statutory provision in NRS chapter 241 requiring a public body to produce correspondence it has received. If the subject correspondence constitutes public records, the issue of whether they are subject to dissemination would be governed by NRS chapter 239<sup>3</sup>. Thus,

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<sup>2</sup> This practice was explained in the Meeting by General Manager Steve Pinkerton, IVGID General Counsel Jason Guinasso, and Chairman Kendra Wong.

<sup>3</sup> The Nevada Public Records Act (PRA), embodied in NRS 239.010, provides all public books and records of a governmental entity, the contents of which are not otherwise declared by law to be confidential, must be open at all times during office hours to inspection by any person. NRS 239B.010.

the proper remedy for a public record violation would be provided in NRS chapter 239 and not an OML complaint.

However, NRS 241.020(2)(d)(1) requires a public body to post an agenda consisting of a "clear and complete statement of the topics scheduled to be considered during the meeting." In *Sandoval v. Board of Regents*, 119 Nev. 148, 67 P.3d 902 (2003), the Nevada Supreme Court interpreted the "clear and complete" requirement to mean that it must provide the public with "clear notice of the topics to be discussed at public meetings, so that the public can attend a meeting when an issue of interest will be discussed. *Id.* at 155. The Meeting's agenda item "J" simply stated "CORRESPONDENCE RECEIVED BY THE DISTRICT." There is nothing in this description explaining the limited scope of correspondence that would be made public under this agenda item. Agenda item "J" can be interpreted to say that all of IVGID's correspondence is a "topic scheduled to be considered during the meeting." NRS 241.020. While this did not constitute an OML violation, a more "clear and complete" description of what is contemplated under this agenda item may avoid further confusion for the public<sup>4</sup>.

**Allegation #2: IVGID is improperly censoring remarks made in public comment from meeting minutes.**

The Complaint alleges that IVGID is censoring from its meeting minutes remarks made in public comment that have been critical of certain members of the board. Nevada Revised Statute ("NRS") 241.035 governs public meeting minutes and it provides that each public body shall keep written minutes of each of its meetings, including the following:

1. Each public body shall keep written minutes of each of its meetings, including:
  - (a) The date, time and place of the meeting.
  - (b) Those members of the public body who were present, whether in person or by means of electronic communication, and those who were absent.

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The PRA presumes that all records are to be open to the public unless deemed confidential by law. The purpose of the PRA is to ensure the accountability of the government to the public by facilitating public access to vital information about governmental activities. *City of Reno v. Reno Gazette-Journal*, 119 Nev. 55, 59, 63 P.3d 1147, 1149 (2003), citing *DR Partners v. Board of County Commissioners of Clark County*, 116 Nev. 616, 621, 6 P.3d 465, 468 (2000).

<sup>4</sup> "There is no statutory provision requiring public bodies to discuss, or take action on, all agenda items." *Schmidt v. Washoe County*, 123 Nev. 128, 135, 159 P3d 1099, 1104 (2007) (abrogated on other grounds by *Buzz Stew LLC v. City of Las Vegas*, 124 Nev. 224, 181.3d 670 (2008)). However, notice of the meeting must notify the public that the public body may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. NRS 241.020(2)(d)(6)(iii). The Meeting agenda had such a disclaimer and IVGID had the option to remove this item from the Meeting agenda.

(c) The substance of all matters proposed, discussed or decided and, at the request of any member, a record of each member's vote on any matter decided by vote.

(d) The substance of remarks made by any member of the general public who addresses the public body if the member of the general public requests that the minutes reflect those remarks or, if the member of the general public has prepared written remarks, a copy of the prepared remarks if the member of the general public submits a copy for inclusion.

(e) Any other information which any member of the public body requests to be included or reflected in the minutes.

As provided above, NRS 241.035 does not require verbatim memorialization of public comment in meeting minutes. Rather, NRS 241.035 requires only the substance of the public comment in the minutes, or a copy of the remarks be included in the minutes, if the speaker requests it.

The allegation does not articulate that a speaker requested that his/her remarks be reflected in the meeting minutes. Furthermore, the allegation does not indicate which meeting minutes lack "the substance of remarks made by any member of the general public." *Id.* Instead, the allegation is merely a conclusory statement that fails to identify a specific instance in which an OML violation may have occurred. Thus, IVGID cannot be found in violation of the OML for failing to adhere to the mandates set forth in NRS 241.035.

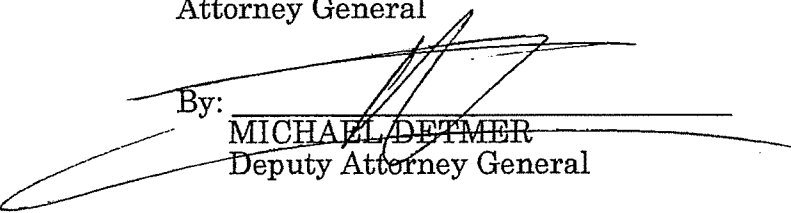
#### CONCLUSION

The OAG has reviewed the available evidence and determined that no violation of the OML has occurred.

Sincerely,

ADAM PAUL LAXALT  
Attorney General

By:

  
MICHAEL DETMER  
Deputy Attorney General

MDD/dt

C: Jason D. Guinasso, Esq., Incline Village General  
Improvement District

## MEMORANDUM

**TO:** Board of Trustees

**FROM:** Indra S. Winqest  
District General Manager

**SUBJECT:** Review, discuss and possibly provide input on the transition back to in-person Board of Trustees meetings – Governor Sisolak’s lifting of Directive 006 governing public meetings

**DATE:** May 3, 2021

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On March 22, 2020, Nevada State Governor Steve Sisolak issued Emergency Directive 006 which is attached hereto. This directive, along with subsequent directives which basically extended this directive and are not heretofore attached, suspended the requirement that meetings of public bodies be held in a physical location. This directive also suspended physical notification postings for said meetings.

Nevada State Governor Sisolak recently announced that, effective June 1, 2021, that the mandates for the control of the COVID-19 pandemic would transfer to counties which means, for IVGID, that Washoe County will be in charge. Presently, the Washoe County Commissioners have an approved mitigation plan that was submitted for review to the State of Nevada.

The one item relative to our Board of Trustees meetings is that the mask mandate remains in effect. That may mean one of two options – (1) a member of Staff is appointed to enforce said mandate on everyone entering the meeting and during the meeting until its conclusion and people have disbursed or (2) a member of private security is hired to enforce said mandate on everyone entering the meeting and during the meeting until its conclusion and people have disbursed.

All prior meeting protocols such as members of the public being present to make their public comments, have a quorum of Board members present, either in person or via telephone, etc. will be followed. As to refreshments during the meeting, Staff is recommending that we only provide self-serve water and refrain from providing snacks to avoid people gathering in intimate groups and because buffets are limited presently.

Financial impact depends upon whether we use a Staff member or private security. Once that decision is made, Staff can finalize a cost estimate but we need to know first which direction the Board of Trustees prefers. Staff’s preference is to hire private security but no quote has been obtained as of the memorandum date.





## DECLARATION OF EMERGENCY DIRECTIVE 006

**WHEREAS**, on March 12, 2020, I, Steve Sisolak, Governor of the State of Nevada issued a Declaration of Emergency to facilitate the State's response to the COVID-19 pandemic; and

**WHEREAS**, on March 13, 2020, Donald J. Trump, President of the United States declared a nationwide emergency pursuant to Sec. 501(6) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the "Stafford Act"); and

**WHEREAS**, the World Health Organization (WHO) and United States Centers for Disease Control and Prevention (CDC) have advised that there is a correlation between density of persons gathered and the risk of transmission of COVID-19; and

**WHEREAS**, close proximity to other persons is currently contraindicated by public health and medical best practices to combat COVID-19; and

**WHEREAS**, recreational social gatherings unnecessarily extend periods of interpersonal contact and promulgates spread of COVID-19; and

**WHEREAS**, certain non-essential activities result in the congregation of persons for extended periods of time; and

**WHEREAS**, [NRS 414.060](#) outlines powers and duties delegated to the Governor during the existence of a state of emergency, including without limitation, directing and controlling the conduct of the general public and the movement and cessation of movement of pedestrians and vehicular traffic during, before and after exercises or an emergency or disaster, public meetings or gatherings; and

**WHEREAS**, Nevada Revised Statutes [NRS 414.060\(3\)](#) states: "In performing his or her duties under this chapter and to effect its policy and purpose, the Governor may: (a) Make, amend and rescind the necessary orders and regulations to carry out the provisions of this chapter within the limits of the authority conferred upon the Governor in this chapter, with due consideration of the plans provided by the Federal Government;" and

**WHEREAS**, [NRS 414.070](#) outlines additional powers delegated to the Governor during the existence of a state of emergency, including without limitation, enforcing all laws and regulations relating to emergency management and assuming direct operational control of any or all forces, including, without limitation, volunteers and auxiliary staff for emergency management in the State; providing for and compelling the evacuation of all or part of the population from any stricken or threatened area or areas within the State and to take such steps as are necessary for the receipt and care of those persons; and performing and exercising such other functions, powers and duties as are necessary to promote and secure the safety and protection of the civilian population; and

**WHEREAS**, on March 15, 2020, I directed executive branch agencies to close state offices to the public and to wind down in-person public services and to the extent practicable, transition services to online and over-the-phone services; and

**WHEREAS**, Nevada Revised Statutes 241.010 provides that "[i]n enacting this chapter, the Legislature finds and declares that all public bodies exist to aid in the conduct of the people's business. It is the intent of the law that their actions be taken openly and that their deliberations be conducted openly;" and

**WHEREAS**, the continued operations of state public bodies are essential to the State of Nevada; and

**WHEREAS**, on March 20, 2020, I issued Declaration of Emergency Directive 003 that ordered the closure of all Non-Essential Businesses by 11:59 p.m. on March 20, 2020, authorized criminal and civil penalties for Non-Essential Businesses that continued to operate in violation of that order, and authorized all local, city, and county governments along with the Office of the Attorney General to enforce that Directive; and

**WHEREAS**, immediate enforcement of Declaration of Emergency Directive 003 is vital to protect the Health and Safety of the public:

**NOW, THEREFORE**, by the authority vested in me as Governor by the Constitution and the laws of the State of Nevada and the United States, and pursuant to the March 12, 2020, Emergency Declaration,

IT IS HEREBY ORDERED THAT:

SECTION 1:	The requirement contained in <a href="#">NRS 241.023</a> (1)(b) that there be a physical location designated for meetings of public bodies where members of the public are permitted to attend and participate is suspended.
SECTION 2:	If a public body holds a meeting by means of teleconference or video conference and a physical location where members of the public can attend is not provided, the public body must provide a means for the public to provide public comment, and post that means on the public notice agenda posted in accordance with <a href="#">NRS 241.020</a> . Public comment options may include, without limitation, telephonic or email comment.
SECTION 3:	The requirements contained in <a href="#">NRS 241.020</a> (4)(a) that public notice agendas be posted at physical locations within the State of Nevada are suspended.
SECTION 4:	Public bodies must still comply with the requirements in <a href="#">NRS 241.020</a> (4)(b) and <a href="#">NRS 241.020</a> (4)(c) that public notice agendas be posted to Nevada's notice website and the public body's website, if it maintains one along with providing a copy to any person who has requested one via U.S. mail or electronic mail.
SECTION 5:	The requirement contained in <a href="#">NRS 241.020</a> (3)(c) that physical locations be available for the public to receive supporting material for public meetings is suspended.
SECTION 6:	If a public body holds a meeting and does not provide a physical location where supporting material is available to the public, the public body must provide on its public notice agenda the name and contact information for the person designated by the public body from whom a member of the public may request supporting material electronically and must post supporting material to the public body's website, if it maintains one.
SECTION 7:	A public body that holds a meeting pursuant to this Executive Order must ensure that any party entitled to or required to appear before it shall be able to do so through remote means and fully able to participate in the agenda items that pertain to them.
SECTION 8:	The requirements of <a href="#">NRS 241.033</a> , <a href="#">NRS 241.034</a> are suspended for any actions necessary to enforce Declaration of Emergency Directive 003 against entities, owners, representatives, agents, or employees that continue to operate or assist in operation after 11 :59 p.m. on March 2020. Public bodies enforcing Declaration of Emergency Directive 003 against entities, owners, agents, or employees pursuant to this section shall provide the responding party with at least 24 hours notice of a meeting to take action;and
SECTION 9:	Public bodies may enforce Declaration of Emergency Directive 003 at an emergency meeting as authorized by <a href="#">NRS 241.020</a> (11) and may make use of all other amendments to <a href="#">NRS chapter 241</a> included in this Executive Order.
SECTION 10:	This Directive shall remain in effect until April 16, 2020, unless renewed by a subsequent Directive promulgated pursuant to the March 12, 2020 Declaration of Emergency to facilitate the State's response to the COVID-19 pandemic.

2020-03-21 - COVID-19 Declaration of Emergency Directive 006 orders



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Nevada to be affixed at the State Capitol in Carson City, this 22nd day of March, in the year two thousand twenty.



Governor of the State of Nevada

*Balhana K. Cegavske*  
Secretary of State

*Scott W. Anderson*  
Deputy Secretary of State

Executive

[Governor](#)

[Lieutenant Governor](#)

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